

# Application Form

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## *Organization Information*

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### Compiled Committee Comments

Below is a compilation of committee member comments from your Letter of Intent. This feedback may be positive, neutral, or negative. It is provided in aim to be transparent and offer guidance on where you may be able to strengthen your full proposal.

- Clearly articulated that using funds for the capital improvement would allow them to shift existing funding to meet the increased demand for services caused by COVID.
- My only concern is that the level of other support for this project is low which gives me pause. Why aren't more entities interested in this project?
- Increased cost, increased demand, increased numbers of patrons. Proportional impact is not clearly demonstrated due to direct economic loss due to Covid/inflation, however, increased need substantiates request. Project is proportional to the size of the organization. Customers tripled in March of 2020. Recently with increase in food cost, numbers have jumped to five fold since pre-pandemic. Additional funding sources given the size of the project does not seem to be demonstrated. Project schedule will get the warehouse up and running quickly by end of 2023. Serves many in QCT track.

**An informational webinar about this proposal is available here.**

**The rubric that will be used to score this proposal can be downloaded here.**

**If you would like to complete this application first in Microsoft Word, you may download a Word version here.**

### Brief Project Descriptor

Please briefly describe this organization's request.

Floor/ceiling renovation to food warehouse and walk-in coolers/freezers

### Organization Name

St. Petersburg Free Clinic

### Project Name\*

Please choose a short name to identify this project within the grant portal:

SPFC ARPA Large Capital

### EIN\*

23-7208280

### Incorporation Year\*

What year did your organization incorporate? This will be the year listed on your determination letter from the Internal Revenue Service.

1970

### Organizational Mission Statement

What is your organization's mission statement?

**This has been copied from your Letter of Intent and cannot be changed.**

With compassion and respect, St. Petersburg Free Clinic changes lives by providing nutritious food, supportive housing, health care, and education for our neighbors in need.

### Unique Entity ID (SAM)\*

Please provide your organization's Unique Entity ID number. This is a specific number used by the federal government to identify your organization. **This is different from a DUNS number, which the federal government no longer uses.**

If you do not have a Unique Entity ID number, you can create an account on SAM.gov and apply for one here (it is free and may take 3-4 days for approval): <https://sam.gov/content/home>

This field is optional as to not stop a qualifying organization from applying. HOWEVER, a Unique Entity ID number will be required if your organization is approved for a grant. Your organization should apply for a number now if it does not yet have one.

Character Limit: 12

32LNMGMXWJ7

### Annual Operating Budget Size

Please provide the amount of your annual operating budget (expenditures only) for your entire organization.

**This has been copied from your Letter of Intent.**

\$40,700,904.00

## Amount Requested\*

The maximum grant amount is \$5 million.

**This has been copied from your Letter of Intent and should not be changed. If your project cost has changed since submitting your Letter of Intent, please contact Rose Cervantes at rcervantes@pinellascf.org.**

\$3,000,000.00

## Does the total project cost exceed the amount your organization is requesting?

Please note: Answering "Yes" will cause additional questions to load later in this application.

### Examples

ABC Childcare is seeking funding for a new playground. ABC Childcare is asking PCF to fund \$150,000 for certain equipment, and will seek other funding and donations for the remaining \$20,000 of the playground. ABC Childcare would select "Yes" for this question.

Better Tomorrow, a mental health provider, is looking to expand their counseling center by two rooms to meet increased service demand arising from the pandemic. Better Tomorrow has secured \$25,000 in private contributions, and wants to request the remaining \$125,000 in this grant. Better Tomorrow would select "Yes" for this question.

DBE Food Pantry is seeking funding a new HVAC unit for their pantry, and is requesting \$40,000 from PCF to cover the entire cost. DBE Food Pantry would select "No" for this question.

Yes

## Request Specifics

### Organization Programming Background\*

Please describe the programming your organization offers to the community and the length of time it has been doing so. That is, what does your organization **do** and **how long** has it been doing it?

**This has been copied from your LOI.**

Founded in 1970, the St. Petersburg Free Clinic provides food, healthcare, and shelter to the people of Pinellas County. Each of our programs respond to critical social determinants of health, and everything we do is through a "health in all programs" approach. This approach ensures that we focus on reducing barriers to stable housing, healthcare, and food equity for all individuals. Our overarching goal is to promote health equity and advance economic stability for our community. The Jared S. Hechtkopf Community Food Bank is the largest food bank in Pinellas County, delivering to over 60 partner agencies throughout the county. Our We Help FRESH Pantry provides fresh, nutritious food to approximately 30,000 people per month. Our We Help client advocates, additionally assist clients in navigating often cumbersome public services, and connect them to other community resources that fit individualized family need. Our health and dental centers provide quality healthcare free of charge to our neighbors without health insurance, thus reducing the number of people who utilize emergency rooms for non-emergency care. Finally, our Baldwin Women's Residence (BWR) and SPFC Men's Residence provide stable transitional housing and recovery support for our clients

who are experiencing homelessness and recovering from substance use. Given the staggering inflation and wage stagnation we have been witnessing in recent years, SPFC's programs are now more vital than ever.

## Community Need\*

Please describe the community need that exists for your programming. If you are able to cite quantitative, local data, that will strengthen your proposal.

### **This has been copied from your LOI.**

In Pinellas County, our neighbors, nearly half of whom were already having trouble making ends meet before the pandemic, have been hit hard by the economic impacts of COVID. The demand for our food programs has now skyrocketed. As a result, We Help FRESH Pantry has expanded exponentially in the past two years due to sharply increased need. In March of 2020, the number of FRESH pantry customers jumped from 6,000 to 18,000 per month. Two years later in April of 2022, 21,452 individuals were served. Last month, our individuals exceeded over 30,000, a fivefold increase in individuals served since early 2020. Over 50% of those served through the FRESH Pantry have never visited a food pantry before. The expectation is that many in the new population served will continue to rely on us, knowing that they now do not have to make a choice between paying rent and feeding their families. Data from the 2022 Pinellas County Community Health Needs Assessment indicates access to healthy food and nutrition is ranked within the top three most important health needs that Pinellas County is facing. Nutrition security is correlated with where someone lives, family income, transportation, and other factors. Black/African-American families are more than twice as likely to report food insecurity in the last year than their white counterparts (CHNA, 2022). In Pinellas, we know that 46% of families are part of the Asset Limited, Income Constrained, Employed (ALICE) population, or "working poor." According to ALICE data, a Pinellas County family of four must earn \$66,000 per year to be at the "survival threshold," meaning able to afford the bare minimum costs of living and working in the modern economy. The 2020 Census data indicates that the median household income in Pinellas County is \$54,090, well below the survival threshold. This means that for many families there is a \$12,000 annual gap between the capability to adequately feed one's family and the ability to receive support to do so.

## Negative Economic Impact\*

**The following question is the keystone of a strong application in this process. If your organization cannot demonstrate a negative economic impact from the pandemic, your application will not qualify for committee review. If you are uncertain about what constitutes negative economic impact or how to demonstrate it, please contact PCF staff for technical assistance.**

**The more quantifiable your negative economic impact is, whether it be fiscal losses/pressures or increased service demand, the stronger your answer will be. The more specific your evidence, the better.**

Describe your organization's negative economic impact arising from the COVID-19 pandemic. Examples could include:

- A reduction in revenue from 2019 to 2020
- Inflationary pressures
- Increases in demand for services that have not been compensated for through new revenue
- The use of reserves for unbudgeted expenses since the onset of the pandemic, and such use of reserves has prevented the purchase of capital assets
- A need for capital assets to offset community need for which your organization does not have the resources to purchase due to the negative economic harm from the pandemic

- A need for additional capital assets to adapt operations to accommodate health and safety guidelines by the CDC
- Growth in restricted pandemic-related revenue that does not permit capital asset acquisition

**Note: If you are applying for both a Small Purchase and Large Project, you may reuse the answer for this question PROVIDED THAT the negative economic impact is relevant to both requests.**

**This has been copied from your LOI.**

When COVID hit our community in early 2020, emergency food relief was the leading need among our neighbors. In recent months, COVID-related funding has diminished, yet worsening economic conditions have increased the need for basic supports and services. At SPFC, we are serving more people now than we were when the economy shut down in the early months of the pandemic. In 2019, We Help served 71,000 individuals. As we close fiscal year 2022, that number has nearly quadrupled to a total of approximately 280,000 individuals served. This is, in part, due to increased inflation as a result of the pandemic. According to the U.S. Bureau of labor statistics, area prices for Pinellas County have sharply climbed 11.2% over the past 12 months. To keep up with the increased demand, our Food Bank substantially increased the amount of food it purchased. Because of our purchasing capacity and ability to buy by the truckload, we are able to negotiate extremely competitive rates and stretch our dollars, paying a fraction of retail prices. However, these costs have significantly increased since 2020. For example, the cost per pound for chicken, eggs, and produce have all more than doubled since 2020 (Chicken increased from \$0.43 per pound in 2020 to \$0.92 in 2022; Eggs increased from \$0.59 per pound in 2020 to \$1.83 in 2022; Produce increased from \$0.24 in 2020 to \$0.56 in 2022). Overall, the cost of bulk food has risen 41% over the past two years. As our food distribution has doubled with no indication that our community's need for nutritious food will decline, we are in need of expanded food bank space. SPFC is on the frontlines of community need, the acquisition and distribution of food has been a primary fundraising priority. Our existing resources have been dedicated to our organization's future sustainability, to ensure funding for ongoing staffing and operating costs. We are aware that we may need to reallocate these restricted sustainability funds as a result of worsening economic conditions precipitating the increase demand for food. With the support of the Pinellas Community Foundation, investment in capital would allow us to focus our funds on sustained operating at this unprecedented level. Our food programs reduce the economic burdens of our clients by providing groceries at no-cost and lowering monthly out-of-pocket expenditures, with both prices and demand on the rise, our infrastructure must keep pace.

## Negative Economic Impact - Uploads

**You have the option to upload supporting documentation regarding negative economic impact. However, please limit your upload to no more than five pages. Word, Excel, JPG and PDF files are accepted.**

Negative Economic Impact Attachment.pdf

## Pandemic Relief Funding\*

Please describe all government pandemic relief funding your organization has received since the onset of the pandemic. This includes but is not limited to the Pinellas CARES Nonprofit Partnership Fund, other ARPA funding, PPP (Paycheck Protection Program), and Community Block Development Grants specifically targeting COVID-19 relief.

**Explain why or how this pandemic-relief funding has not alleviated the negative economic impact you have described above.** Potential reasons include expiration dates on certain funding, inflationary pressures, restrictions prohibiting capital expenditures, or the funding simply not being enough to remedy the harm you've indicated above. **The more concrete your numbers, the better.**

**If you have not received government relief funding for your organization since the onset of the pandemic, write "No pandemic relief funding received" below.**

The Juvenile Welfare Board awarded SPFC \$200,000 during Fiscal Year 2020 for the direct purchase of food for community distribution during the pandemic. Then, in Fiscal Year 2021, JWB increased their funding amount to \$1,470,000 to respond to community need. Pinellas Community Foundation CARES "Coronavirus Relief Fund" allocated \$3,071,253.00 specifically to mitigate COVID-19 related impacts within the community, including food insecurity. Emergency Food and Shelter Program (EFSP) CARES provided \$59,675 for food programs, diapers, and hygiene products. Additionally, EFSP American Rescue Plan Act (ARPA) allocated \$150,000 to support Jared's Food Bank and the We Help FRESH Pantry food, diapers, and feminine hygiene products. Lastly, we received \$1,056,285 in Paycheck Protection Program loans that were forgiven. SPFC is extremely grateful for the pandemic-relief funding we received. This funding allowed us to exponentially increase the number of our neighbors receiving nutritious food, meeting expanded need. However, all COVID-related funding, with the exception of the last installment of EFSP ARPA, has completely diminished. Yet, worsening economic conditions have continued including the largest 12-month increase in food cost in 40 years. Additionally, all pandemic-relief funding was intended to support operations of SPFC food programs, not to support capital purchases. Through our We Help FRESH Pantry and Jared's Food Bank partner agencies, we are continuously serving upwards of 150,000 people per month, we are responding to the greatest community need we have seen in our 53-year history with no sign of slowdown. We will not be able to continue operating at this level without expanded space and resulting capital expenditures. Our expanded space will not only allow us to continue meeting unprecedented need, but also meet people where they are in a Qualified Census Tract.

## Proposal Description\*

The American Rescue Plan Act requires a request that is reasonable and proportional to the level of economic impact your organization experienced. This means the request you describe below should not be greater than the economic harm your organization has suffered.

Please describe your project proposal and address the following:

- What project will be undertaken with these funds?
- What is the estimated lifespan of the project/property improvement?
- How does it address the negative economic harm you described in the previous question?

**This has been copied from your LOI. While you are able to update this field, YOU SHOULD NOT CHANGE THE NATURE OF YOUR REQUEST. That is, this field should only be updated for clarity, not changing what you are requested funding for.**

Funds will be used towards renovation of the new South St. Petersburg Food Warehouse. The building is 36,000 square feet, 8,000 will be devoted to administrative office space, and 28,000 will be dedicated warehouse and refrigerated food storage space. Our initial lease term of this warehouse is 7 years, with four, five-year options solidifying our tenancy for up to 27 years on this contract alone. This warehouse will triple our capacity over our existing food bank. With our current set-up, and with the sharp increase in food demand, we are extremely space constrained. SPFC Food Bank distributed 20M pounds of food last year, up from 11.3M pounds in the year prior to the pandemic. SFPC's expanded food bank will provide the space necessary to maintain this level of food support for our community. With both increased floor space and taller ceiling heights, the broader space will allow us room to continue to meet the growing need while also providing space needed to organize effectively. An organized warehouse facilitates stronger connections with our community partners, due to our increased ability to curate our food donations to the specific needs of our

various partner organizations. We are also building walk-in coolers and freezers to accommodate the increase in fresh, perishable food. 75% of the food we distribute is fresh – meats, produce, dairy and bread. Proper storage is critical to our ability to receive and distribute fresh, healthy food in our community. Minimum estimated lifespan of walk-in refrigeration units is 15 years, and with proper maintenance they can last much longer. Historically, SPFC walk-in refrigeration units have lasted up to 30 years. With inflationary pressures affecting both prices of food and construction materials, procuring funding for this new food bank is crucial to offset negative economic impacts of the pandemic.

## Number Served

How many people will directly benefit from this capital purchase annually?

**This has been copied from your LOI. It cannot be changed.**

1300000

## Unduplicated vs. Duplicated

Is the number indicated above duplicated or unduplicated?

**Duplicated:** A client is counted each time they access services

**Unduplicated:** A client is counted once, regardless of the number of times they access services

**Example:** ABC Food Bank operates two mobile food pantries, one in Clearwater and one in St. Petersburg. Taylor, a Pinellas County resident, goes to both food pantries. If ABC Food Bank counts Taylor's visit TWICE, it is **duplicated**. If ABC Food Bank counts Taylor's visit ONCE, it is **unduplicated**.

**This has been copied from your LOI and cannot be changed.**

Duplicated

## Other (Explanation Required)

If you selected "Other" in the previous question, please explain how your organization determined the number of clients that will benefit from the proposed capital project.

**This has been copied from your LOI and cannot be changed.**

## Rent vs. Own

Does your organization rent or own the property for which you are proposing modifications?

Rent

## Guiding Principles - Client Impact\*

The American Rescue Plan Act, which provides the funding for this grant program, aims to ensure an equitable recovery from the COVID-19 pandemic. The term "equity" is defined as:

The consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

One of the guiding principles of this fund is that it will apply a lens of equity to ensure the needs of specified priority populations are met.

**Will this project benefit the community members defined above that have experienced disproportionate negative impacts from the COVID-19 pandemic? If so, how?**

**This has been copied from your LOI.**

Due to centuries of systemic discrimination, Black and Brown communities are more likely to be excluded from the benefits of a modern economy and struggle to make ends meet. As a result, our clientele are disproportionately people of color, making a focus on equity extremely necessary. We are committed to ensuring fresh and nutritious food is available to the most vulnerable areas of the county with a focus on need in South St. Petersburg zip code 33705, and zip codes 33710, 33711, 33712, 33713, 33714, although we serve partners throughout Pinellas County and people come from every zip code in the County. Zip codes listed are areas of the county our data shows were hit hard by the effects of the pandemic and continue to be most impacted as a result of skyrocketing cost of living, almost all of which are located in Qualified Census Tracts (QCTs). In fact, over half of clients served through We Help in FY22 live in zip codes that fall within an QCT. Additionally, the Pinellas County 2018 Community Health Assessment estimates that while LGBTQ+ young people account for approximately 7% of the youth population, they account for 40% of the youth population experiencing homelessness (FDOH Pinellas, 2018). The number of children we serve has increased significantly since the pandemic, and our partnerships with high schools in Pinellas allow us to reach youth where they are and provide nutritious food. With the inability to expand our services at our existing food bank location, the new warehouse will be located directly in a QCT, which will continue to support serving communities who were disproportionately affected by the pandemic. As expanded upon above, increased space will also allow us to streamline our processes with our community partners, including our school-based partnerships.

## Organizational Sustainability\*

How does this purchase contribute to the long-term sustainability of your organization and the work it does? That is, what impact will this project have on your organization and/or its clients over the long-term?

Examples include increased service capacity, reduced cost of delivering services over time, higher-quality or more equitable service delivery, and increased lifespan/quality of property.

Quantifiable numbers will strengthen your answer.

With current space constraints, we are forced to rent two refrigerated trailers as storage. Costs for this storage, including rental and diesel, total over \$100K annually. Alleviating this annual cost would allow us to allocate additional funds to responding to the highest level of community need we have witnessed in our 53-year history. Additionally, we are currently ordering half truckloads of both ground turkey and ground chicken, which are an additional six cents per pound and include more expensive freight costs compared to full truckloads. Increased space to store full truckloads would reduce costs over time while also increasing the amount of fresh food we are able to distribute to the community by 20K pounds, equivalent to 16.6K meals, per stored truckload. Expanded warehouse space would increase SPFC's ability to accept large donations, decreasing reliance on purchased food. With more refrigeration space, we can alert our



distributors that we have capacity to accept more meat, produce, and dairy donations. As we prioritize the equitable distribution of food throughout the community, an additional 28K square feet of warehouse space will facilitate our ability to curate and organize donations for community partners. Lastly, our new food bank location is scalable, SPFC has the right of first refusal for adjoining warehouse space and, therefore, can continue to expand at this new location as community need grows. We have a track record of demonstrating that as we expand, we have grown our community of donors, as well as their level of support for expanded operations: we have acquired 3,500 new donors in the last three years and have seen 53% growth in contributions of \$5,000 and above since pre-pandemic.

## Permits\*

Please describe any permits necessary for the successful completion of this proposed project. Be sure to include any permits already obtained or in progress, and/or what the timeline is to acquire permits.

A permit from the City of St. Petersburg is necessary in order to begin construction. Permit application will be completed and filed by Hennessey Construction in early February, anticipating the notice to proceed in March of 2023. The submitted plans were drawn and designed by licensed architectural firm, Empad Architecture, in conjunction with M/E/P Consultant, ASC Engineering Inc., and structural consultant VW Structural Engineering LLC.

## Plan Set\*

Do you have a plan set for this project?

A plan set refers to the "batch" of plans, drawings, prints, files, etc., that you receive from an architect that explains what needs to be built, how, and where. **Not all qualifying projects in this process require a plan set.**

**If you answer Yes, you will be required to upload the Plan Set later in the application.**

Yes

## Plan Set Upload\*

If you answered "Yes" above, please upload the Plan Set here. If you have trouble with file size limitations, please reach out to Rose Cervantes at [rcervantes@pinellascf.org](mailto:rcervantes@pinellascf.org). If you have any narrative to accompany the plan set, you may write it below.

**PDF files are permitted.**

Plan Sets.pdf

Once the racking and fire safety plan is approved and finalized, plans will be submitted for permitting. Target date for submitting plan sets is 2/1/2023.

## Timeline\*

Given a spending deadline of December 31, 2026, give a detailed **and realistic** timeline as to how this large capital project will be executed and completed. If there are phases to this project, indicate so in the narrative below. If you specified that permits were needed for this project above, ensure you include the acquisition time in the timeline.

**Please include the following:**

1. **How the timeline was developed**
2. **Timeline of planning and execution. Please include start and end dates by month and year. For example, April 2023 - June 2023.**

**Example**

Better Tomorrow is proposing the expansion of their counseling center. This requires a 2-month planning phase, one month to obtain all necessary permits, and four months to build. Better Tomorrow would list each phase, a brief description of what takes place in each phase, and an estimated start and completion date for each phase.

Included is an outline of a projected timeline for the large capital project. The timeline was developed by Hennessy Construction with collaboration and feedback from SPFC. Specific dates are subject to change depending on a variety of variables during the construction process, however, construction is anticipated to begin in April of 2023, with a completion date projected four to six months from the start date, in August-October of 2023.

**Preconstruction**

Permitting - 2/01/2023

Notice to proceed - 3/15/2023

**Construction**

Install Pipe Bollards - 4/10/2023-4/11/2023

Form & Pour Dock Leveler Concrete Pits - 4/10/2023-4/19/2023

HVAC Duct Work - 4/10/2023-4/24/2023

Form & Pour A/C Condensate Pads - 4/20/2023-4/24/2023

Install Dock Levelers - 4/20/2023-4/24/2023

Remove & Replace Overhead Doors - 4/24/2023-5/03/2023

Set and Connect HVAC Units - 5/25/2023-6/05/2023

Replace Lighting - 4/24/2023-5/15/2023

Metal Building Insulation Repairs throughout - 4/24/2023-5/5/2023

Fire Sprinklers - 4/24/2023-5/18/2023

Painting - 5/19/2023-6/02/2023

Set Freezer/Cooler - 5/25/2023- 6/15/2023

Install Racking - 6/05/2023- 6/26/2023

Install Freezer/Cooler Refrigeration Equipment - 6/16/2023-6/26/2023

Main Electrical Switchgear Replacement - 6/30/2023-7/27/2023

Equipment Start Up - 7/28/2023-8/07/2023

**Inspections - 6/24/2023- 8/7/2023**

**Project Complete - 8/7/2023-10/7/2023**

**Team Leadership\***

Please describe the following:

1. The team and leaders that will be overseeing this proposed project.
2. Their relationship to your organization
3. Their role in this project
4. Whether or not they have overseen similar projects

The Facilities Manager (Aaron Huben) is responsible for the overall maintenance and compliance of SPFC facilities. He also oversees renovations and repairs to buildings and oversees contractors. The manager will

coordinate with Hennessey Construction, ensure compliance and maintenance of the new food warehouse, and work collaboratively with the Food Bank Director and the COO around timeline. The manager brings over 25-years of experience as a Chief Building Engineer, a Licensed General Contractor, and an Operations and Project Manager. He has overseen design modifications and build projects as well as owned his own construction firm.

The Food Bank Director (Abiezer Paz) manages daily operations of the food bank and personnel, as well as maintains relationships with agency partners. The director will assist in the design, organization, and development of the new food warehouse. He will work to establish and enforce new policies and procedures relevant to the expanded space and coordinate with current partners around the change in location.

The director and COO (Shaina Bent) were integrally involved in the design and development of Jared's Food Bank, a \$1.5M renovation. Additionally, both were involved in the renovation of the back dock at We Help FRESH Pantry. This project involved a \$1M design and construction process, the replacement of a 93-year-old freight elevator, demolition, and construction of expanded walk-in cooler.

The COO oversees all program operations and supervises the Facilities Manager and Food Bank Director as well as directors for all SPFC programs. The COO plays a lead role in setting organizational strategy, determining project budgets, and assuring policy and other regulatory compliance is maintained across the agency. The COO will supervise and provide assistance to the Facilities Manager, ensuring this capital project continues to align with the organization's broader goals.

The Property & Capital Assets Committee maintains an understanding of SPFC's property and capital needs and provides advice on plans and acquisitions. The committee will stay abreast of the construction process, providing advice as necessary. Judy Mitchell, who is a current SPFC board member and the chair of the committee, was previously owner of Peter R. Brown Construction Inc. and has experience with new construction and renovation projects. Additionally, Jay Miller is a member of the committee and has 20 years of experience as a specialist in developing and leasing urban and suburban retail centers.

The Vice President (VP; Ken Nielsen) of Operations at Hennessey Construction has served 13 years in this role and oversees the management of construction projects. The VP serves as SPFC's main point of contact and will oversee the management of the Hennessey team. He has worked as a superintendent, an estimator, and project manager. His experience includes everything from tenant build-out of a doctors office, to 6-story, 33,000 square foot condominiums.

## *Rented Property*

### **Tenant Responsibility\***

Please explain how your organization is responsible for modifying the building despite being rented. Be sure to describe the length of your organization's lease and to indicate whether or not you have obtained permission from the landlord for the proposed project.

#### **This has been copied from your LOI.**

As part of our executed lease, we received permission from the landlord on the most significant modifications required in order to operate the warehouse space as we need. (Section 11.2) Upon entering the lease agreement, we submitted high level plans and explanations for these projected modifications, including the installation of a refrigeration system, which is the largest modification to the property. We have secured clearance from the owner to complete the proposed project. The costs of these improvements is our sole responsibility. The lease specifies the premises is accepted on an "as-is, where-is" basis. It further provides, "Tenant may, from time to time, at its expense, make alterations or improvements in and to the Premises... Tenant, at Tenant's sole cost and expense, shall be required to perform all work necessary to prepare the Premises for Tenant's use and occupancy." (Sections 5.1, 11.1). Our initial lease term is 7 years, with four, five-year, options solidifying our tenancy for up to 27 years on this contract alone.

## Landlord\*

Please enter the name and address of the property owner/landlord.

Adam Hickey WH Skyway Management LLC c/o Kennedy Investments, Inc. 2901 W Busch Boulevard, Suite 901 Tampa, FL 33618

## Lease Upload\*

Please upload the executed lease you currently have with your landlord. If there are any important circumstances to note, use the text box below.

Skyway Industrial Park Fully Executed St. Pete Free clinic Lease-1.pdf

As part of our lease contract, we recognized the significance of the modifications necessary for our walk-in cooler and therefore, received permission from the landlord on the most significant modifications required in order to operate the warehouse space as we need. Our initial lease term is 7 years, with four, five-year options solidifying our tenancy for up to 27 years on this contract alone.

## Cost Difference

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### Estimated Total Project Cost\*

Please specify the total cost of this capital project/purchase.

**Example:** ABC Childcare is seeking funding for a new playground. ABC Childcare is asking PCF to fund \$20,000 for certain equipment, and will seek other funding and donations for the remaining \$150,000 of the playground, for a total project cost of \$170,000. ABC Childcare would put \$170,000 below.

**This has been copied from your LOI.**

\$3,200,000.00

### Cost Difference\*

How does your organization plan to cover the cost of this project beyond the amount requested? Please also specify if your organization can carry out the potential ARPA-funded portion of this project without other funding being secured.

**This has been copied from your LOI.**

The total cost of the project is \$3.2M. SPFC is requesting funding of \$3M for the warehouse renovation through this grant opportunity and has secured \$200,000 for the renovation of the administrative portion of the building from private donations.

## *Written Justification - \$1m or Greater*

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You have requested more than \$1 million in capital expenditures. In order to comply with regulations and reporting requirements of the U.S. Treasury, the below questions are required as part of a Written Justification for the costs. The character limits in this section are set high, but do not feel you need to reach the character limit.

### **Capital Expenditure Need\***

Please explain the following:

- Why are existing capital equipment, property, or facilities not sufficient to address the harm you explained above under “Negative Economic Impact?”
- Why would additional funding to relevant programs or services be insufficient without the corresponding capital expenditures being proposed by your organization?

With our current set-up, and with the sharp increase in food demand, we are extremely space constrained. SPFC Food Bank distributed 20M pounds of food in 2022, up from 11.3M pounds in the year prior to the pandemic. When we originally purchased the 14,000 square foot food bank, we already had concerns about future growth opportunities with the space available. We never could have anticipated how sharp and fast our growth would be over the past two years between a global pandemic and inflationary pressures, and those concerns became reality quicker than expected. As of right now, in order to store 9M pounds of additional fresh food, we are forced to utilize portions of our refrigerated trailers as storage. This means that we are frequently ordering half truckloads instead of full truckloads of food and produce, which makes the freight costs more expensive than if we had the physical space available to purchase full truckloads. Additional funding to programs would allow us to purchase more food, but without the corresponding capital project we would not have the ability to store the additional food. While we have been able to adapt to satisfy the increased need of our community partners for the time being, we have already been operating above our capacity and we are less efficient. We have been operating at this capacity temporarily with the plan of moving to another facility on the horizon. Without the ability to expand to a new building, we would have to start scaling back our services. Increased space would additionally yield a more equitable distribution of food into the community. Currently with our 14,000 square foot warehouse, half the size of our new warehouse space and with significantly lower ceiling heights, our warehouse staff have restricted space to organize food donations. As of right now, we have to push food out of the warehouse very quickly after we receive it, we do not have the space to thoughtfully curate donations to align with cultural preferences or dietary requirements. Several of our partners, namely the Lealman Asian Neighborhood Family Center and the Hispanic Outreach Center, have voiced interest in curated donations. With both 28,000 square feet of floor space and 25’ high ceiling heights, the broader space will allow us room to continue to meet the growing need while also providing space needed to organize effectively. Curating and organizing donations is directly in line with SFPC’s goals of prioritizing nutrition equity.

### **Comparison of Alternatives\***

According to U.S. Treasury guidance, ARPA-funded capital projects must be the most cost-effective and reasonable option to repair COVID-19’s negative economic impact on your organization.

In order to do so, please provide a comparison of the proposed large capital project against two alternative capital projects, and explain why the one you are proposing is superior. When evaluating the superior option, please consider the following:

1. The effectiveness in addressing the harm identified in this application under “Negative Economic Impact” and in the previous question.

2. The total cost of the proposed project vs. the two alternatives

**Alternatives are NOT multiple vendors or bids for this project. Rather, they would be entirely different capital project proposals. For example, rather than expanding a currently owned-property, an alternative could be purchasing a bigger property. This would potentially not be more cost-effective or reasonable due to high property costs and the need for additional construction.**

One alternative to the renovation of a new food bank space, would be expanding the building of our current food bank. However, due to setback requirements, or distances that a structure must be from the front, sides, and back of the property line, Jared's Food Bank could not be expanded upon. The new food warehouse provides an additional 28,000 square feet of warehouse space, the plot of land that Jared's Food Bank is currently on offers no room for expansion of square footage in any direction without crossing the property line or crossing into the road.

A second alternative would be purchasing a new building for this large capital project, instead of leasing. However, when SPFC leadership explored this option, total property costs for a building of this size showed \$10M minimums and even more extensive improvements needed on the property than with our leased space, totaling \$13.5M. Even if we stay at our current lease location for the next 27 years at \$25,000 per month, we would still not reach the \$10M needed outright for just the physical building space, no renovations included. Additionally, paying over time is a more sustainable for our organization. Raising a total of \$300,000 per year for the leased space is 2.5% of our annual operating budget, and therefore feels more tangible than raising a one time \$13.5M total, representing over 110% of our annual operating budget. Lastly, the purchased warehouse did not include opportunities for expansion, while the leased option allows room for the warehouse to grow alongside growth of the organization.

## *Community Connection*

The American Rescue Plan Act (ARPA) prioritizes organizations that either have headquarters or carry out the majority of their operations inside Qualified Census Tracts (QCTs). QCTs are a standard method of identifying communities with a large proportion of low-income residents. The U.S. Department of Housing and Urban Development determines what areas qualify as QCT.

To assess if your organization serves or is headquartered in a QCT, use the following link:

[https://www.huduser.gov/portal/sadda/sadda\\_qct.html](https://www.huduser.gov/portal/sadda/sadda_qct.html)

In the top right-hand corner, choose the state of Florida and Pinellas County. Then on the left-hand side of the screen, click the box next to "Color QCT Qualified Tracts." The QCT zones are denoted in purple. You can also map your address by adding it into the address box at the top to see if your location is inside the zones.

Below, please provide the location of your operations and the location of your headquarters, if different.

### Headquarters Location

Please provide your organization's headquarters address as it appears on your Sunbiz account. To check your Sunbiz registration, you may search here: <https://dos.myflorida.com/sunbiz/search/>

**This has been copied from your LOI and cannot be changed.**

863 3rd Ave N St. Petersburg, FL 33701. Once this capital project is complete, our administration will relocate to the project address, which is in a QCT.

## QCT Determination - Headquarters

Is this organization headquartered in a QCT?

No

## Project Location

Please provide the address or intersection where the property being modified is.

**This has been copied from your LOI and cannot be changed.**

3010 22nd Avenue South, #2392, St. Petersburg, FL 33712

## QCT Determination - Project

Is this organization's project in a QCT?

Yes

## QCT Impact\*

PCF understands that just because a project may not be located in a Qualified Census Tract, those who reside in one may access your services and may come to the location where your organization's project will take place.

- If applicable, please describe if you have clients that reside in a QCT as indicated on the map linked above, and the proportion of your clients that come from these areas.
- If your organization does not serve clients from a QCT, you can write "Not Applicable" below.

**This has been copied from your LOI.**

All activities related to this project will take place at our new South St. Petersburg Food Warehouse, 3010 22nd Avenue South, #2392, located in a QCT. Over half (51%) of clients served through We Help in FY22 live in zip codes that fall within a QCT. When taking into account clients served through We Help and our community partners, about 21% of clients fall within the 33712 zip code, which was indicated as the highest index value of food insecurity in Pinellas County (CHNA, 2022).

## QCT Determination - Clients

Does this organization's project benefit residents of QCTs?

Yes



This section aims to capture general demographic data about your organization and to see how you engage with and represent the community you serve. PCF has generalized the demographic data questions more than it has in other processes because of the public nature of this process. PCF understands that identity disclosure can be a sensitive matter, and wants to respect your organization's board and staff. If your organization feels comfortable sharing more detailed demographic information, it may do so in the "Community Representation and Connection" section.

## Community Representation and Connection\*

Describe how your organization is representative of, or has authentic connections to, the community your proposal seeks to serve. You can list other community-based organizations that work on programming with you and/or list examples of your work within this community.

### **This has been copied from your LOI.**

As the community we serve is highly diverse, prioritizing health equity, diversity, and inclusion is essential to serving our clients as effectively as possible. By employing people that reflect the diversity of the community we serve, SPFC can better anticipate and fulfill the needs of our neighbors. We hired our first internal Human Resources Director this summer who has significantly improved our focus on equity, diversity, and inclusion (EDI) in recruitment and hiring of diverse team members. Currently 52% of our staff leaders (managers and directors) identify as Black/African-American, Hispanic/Latinx, Asian/Pacific Islander, and Multi-Racial and 44% of our total staff identify as such. On our incoming Board of Directors for fiscal year 2023 (which begins on 10/1/22) 26% of members will be individuals of color with an expectation that this ratio will increase to one-third of members in the coming year. Additionally, our Board is diverse with respect to LGBTQ representation (% 21% of members), age diversity, and representation of those who are immigrants to the US. In addition to our internal commitment to EDI, our partnerships with community-based organizations and authentic connections with those whom we serve are of critical importance. We have grown a network of more than 60 organizations throughout Pinellas County. Examples of partners include other food banks in the county, churches, residential facilities, and other nonprofit organizations. While prioritizing keeping our neighbors fed and healthy, we also want to ensure that the food we provide is culturally relevant. We share one recipe per month that celebrates the various cultural heritages of our clients. Along with celebrating diversity through food, visitors to our website can now utilize a translate button to view content in Spanish or utilize our accessibility feature which includes dyslexia-friendly choices as well as other features that provide a comfortable reading experience for those with disabilities. In addition to all that has been described above, SPFC is committed to ongoing and evolving initiatives to continue fostering and strengthening authentic community connection. This commitment is strengthened by our continued collaboration with EDI partners, like Inclusivity LLC, and support and guidance of community leaders like Rev. Louis Murphy, Elihu and Carolyn Brayboy, and SPFC Board members Nadine Smith, Bemetra Simmons, and Lisa Brody.

## Leadership Demographics - Executive Level Leadership Team

Does your executive leadership team consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

BIPOC

## Leadership Demographics - CEO/Executive Director

Does your CEO/Executive Director consider themselves a member of one or more of the following populations? Check all that apply.

- BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color
- LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)
- Neurodiverse/physically disabled

None of the above

## Leadership Demographics - Board Membership

Do your board members consider themselves a member of one or more of the following populations? Check all that apply.

BIPOC defined as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color

LGBTQ+ (Lesbian, Gay, Bisexual, Transgender, Queer+)

Neurodiverse/physically disabled

BIPOC

LGBTQ+

## Financial Overview

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**IF A CONTRACTOR HAS NOT BEEN SELECTED, BIDS MUST BE DATED AFTER 8/8/22. If you need assistance compressing files, please email Rose Cervantes at [rcervantes@pinellascf.org](mailto:rcervantes@pinellascf.org).**

The file attached below should contain current, verifiable bids, estimates, or price lists [from your potential vendor(s)]. **Please ensure there is a date noted on the bid or some annotation as to when you obtained these estimates/bids.**

- If your project costs **LESS** than \$75,000, you must upload TWO verifiable bids or estimates for the proposed project.
- If your project is **EQUAL TO** or **MORE THAN** \$75,000, you must upload THREE verifiable bids or estimates for your proposed project.

**If you have already selected a contractor for this process and do not have multiple bids to upload, please ensure you answer the narrative question below thoroughly.**

### Bid/Estimate #1\*

PDF files are accepted.

ARPA BID 1 Attachment.pdf

## Bid/Estimate #2

PDF files are accepted.

ARPA Bid 2 Attachment.pdf

## Bid/Estimate #3

PDF files are accepted.

## Selected Contractor\*

**If you have not yet selected a contractor and have uploaded multiple bids above, please write N/A below or you will not be able to submit your application.**

If your organization has already selected a contractor for this proposed capital project, please describe the process through which this contractor was chosen, and be sure to answer:

1. Was there a competitive bid process? That is, were multiple bids collected in order to evaluate multiple contractors? Describe this process (names of contractors, number of bids collected, prices, and why the contractor was chosen).
2. What personnel members at your organization selected the contractor?
3. Has a contract been executed with this contractor? **If yes, upload the contract here. If no, please describe the status of contract.**

***If a contractor has already been selected AND a competitive bidding process was not used, the project will lose points.***

ARPA Contract Attachment.pdf

We have selected a contractor, Hennessy Construction. Over the years, SPFC has had the opportunity to work with several construction companies and through that process we have gained an understanding of those companies' ability to meet our needs. The selection of Hennessy was an intentional choice by SPFC CEO and COO based on a combination of proven track record, expertise with complex projects, cost, reliability, and Hennessy's competitive bidding process with their subcontractors. Due to Hennessy's strong reputation in the community, the owner of the building voiced instant trust in the proposed modifications. Through their 102 years in St. Petersburg, Hennessy has developed a loyal group of subcontractors who bid on their projects. Hennessy's project manager, project estimator, and project superintendent work to develop a list of pre-qualified subcontractors, including three to four per trade, and submit the list to the project team for discussion, editing, and final approval. Pre-qualification is based on track record with Hennessy, size, location, and complexity of the project. Once the bidders list has been approved internally, invitations to bid are sent out via iSqFt, a web-based solicitation program. Bidders submit complete plans, specifications, proposed schedule, scope of work, site utilization plan, jobsite rules, a sample Hennessy subcontract with attachments, and other project-specific information. After all bids are received, they are thoroughly reviewed and evaluated by the Hennessy team to check for accurate scope, absence of overlaps or omissions, and pricing. The two top bidders for each trade are then brought in to meet with the project manager, estimator, and superintendent to more thoroughly review their proposals. Hennessy additionally conducts an on-site pre-bid meeting for bidding subcontractors. The meeting is attended by the design team and owner representatives. Part of SPFC's confidence with selecting Hennessy is due to their competitive bidding process and SPFC's ability to participate in that process, making decisions collaboratively. Attached as the first bid is the estimated total of the proposed capital project from Hennessy Construction. Attached as the second bid, is a consolidated document with the six bids collected by Hennessy through their competitive bidding process for the walk-in cooler and freezer, which is the most significant capital purchase within the

construction project. Lastly, attached is SPFC's contract with Hennessey Construction Services. The current contract includes the construction of the administrative office space. Once the plan sets are finalized for the food warehouse, an addendum will be added to this contract including the food warehouse scope of work. Plan sets are on target to be submitted for permitting on 2/1/2023, with a notice to proceed expected by 3/15/2023. All parties are in agreement that once plan sets are approved, an addendum will be added and executed immediately.

## Minority/Woman-Owned Business

Is your selected contractor, or the bid you are going to choose if funded, one of the following:

- Small-business enterprise (SBE)
- Disadvantaged business enterprise (DBE)
- Minority and/or woman-owned business (MWBE)

No

## Related Parties\*

Are any of the contractors/vendors that have provided bids/estimates a related party to your organization?

### Examples of Related Parties

- A board member that owns the contracting company that provided a bid
- The relative of a director, officer, or executive team member owns a company that provided an estimate
- The CEO of the applying organization has a financial interest in the construction company providing a bid

**If yes**, identify the vendor and describe the relationship.

**If no**, write "No related parties below."

No related parties.

## Budget Detail\*

Please upload a clear, easily readable budget that breaks out costs for this proposed project. Ensure that it is clear what portion would be paid for through this grant funding and what would be paid for from other sources. **Be sure that the budget includes 10-20% for contingencies and any costs related to performance and payment bonds for construction projects.**

If you are going to request the permitted indirect cost of up to 5%, please be sure this is represented in your budget.

An example budget is available here.

If you have additional notes to add to your budget summary, you may do so in the text box below.

**PDF and Excel files are allowed.**

ARPA Large Budget.pdf

## Other Funding Sources\*

Please describe any other funding that your organization has applied for or obtained for this project. This includes but is not limited to Community Development Block Grants (CDBG), local government grants (including Tourist Development Council funding), foundation grants, and donors (you do not need to disclose donor identities, simply amount raised that is allocated to this project). This includes any matching grants or in-kind contributions you may have obtained.

If none, please explain why no additional funding sources have been pursued.

**If this answer has changed since submitting your LOI, you may update it below. Please be sure all funding sources below are represented in the budget you have uploaded above.**

The total cost of the project is \$3.2M. SPFC is requesting funding of \$3M for the warehouse renovation through this grant opportunity and has secured \$200,000 for the renovation of the administrative portion of the building from private donations. We have been laying the groundwork with our donors for the past year for this capital project, and we have received a favorable response. While we have prioritized the submission of this application, pending the outcome of this potential award, we will circle back with our committed donors to confirm specific commitments if there is a funding gap. With full funding from PCF for this project, as requested, we could leverage our donor's enthusiasm by allocating their commitment to our expanded operations, further increasing our capability to respond to increased need and enhancing our long-term sustainability.

## Changes in Operating Costs\*

Please answer this question based on the descriptions below:

- If this project **increases** ongoing operational costs (programmatic, operating maintenance or other costs), how will you compensate for the difference?
- If this project **decreases** ongoing operating costs, how will it do so?
- If this project **does not affect** operating costs, please note so below.

**If this answer has changed since submitting your LOI, you may update it below.**

Due to the sizeable increase in space, there will be associated increases in operational costs of about 4%. However, we have been laying the groundwork with our donors for the past year and have received a favorable response from our donors and funders. Specifically, a donor who has historically given \$100,000-\$150,000 increased their gift to \$250,000 to apply towards operating costs for the new food warehouse. We have every confidence that after having the opportunity to tour and understand the importance of moving in this direction, additional donors and funders will see the benefit to the community. At SPFC, each year we review the previous year's budgets, prepare fiscally conservative new budgets, and create comprehensive fundraising plans. We rely on our development and grants teams to help us ensure we are cultivating existing donors and reaching new donors. We also have an engaged and informed Board of Directors, who ensure our plans for growth do not extend beyond our means.

## Fund Management Capacity\*

Please describe your organization's capacity to manage these potential ARPA funds in terms of fiscal management and financial infrastructure.

**This includes, but is not limited to, the use of accounting software that can track a general ledger and multiple accounts and the ability to work on a reimbursement-basis.**

The inability to handle a reimbursement-based grant does not disqualify your organization from applying.

**This has been copied from your LOI.**

SPFC manages revenues and donations, including in-kind, that exceed \$40M annually. The finance department is headed by the CFO who manages an accountant and an accounting clerk. Financial statements are reviewed by the finance committee and approved by the Board of Directors monthly. Separate GL accounts are used to record expenses and revenue from different funders. Original documentation for expenses related to each grant is maintained in accordance with funder and audit requirements. SPFC administers cost reimbursed grants that total about \$3.5M. SPFC's financial statements are audited annually by an independent CPA firm. Similar to the funds requested, in 2020 we managed 3M in federal grant funds with a successful single audit. SPFC has an investments committee comprised of financial advisors and experts who have meticulously crafted strategies at various levels, short and long-term, allowing us to maximize invested funds toward our long-term organizational sustainability.

## Corrective and Investigative Action/Grant Recall\*

In the past three (3) years, has your organization had any of the following occur:

1. Been under legal investigation by a local, state, or federal institution?
2. Been placed on a corrective action plan by a funder?
3. Had grant funding recalled by a funder?

If yes, please describe the investigation, corrective action plan and/or grant recall, and the current status of such incidents. If no, write "N/A"

N/A

## Organization Documentation

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### Organization Budget\*

Please upload your most recent, board-approved organizational budget for this fiscal year. PDF and Excel documents are accepted.

FY23 BUDGET.pdf

## Board of Directors List\*

Please upload a current list of members of your organization's Board of Directors. Excel, Word, and PDF formats are acceptable.

FY23 SPFC Board.pdf

## IRS Form 990\*

Please upload a PDF copy of your most recently submitted IRS Form 990.

**If Form 990 from your most recent fiscal year is delayed or you have received an extension, please explain in the text space below. You may also explain if you don't have a Form 990 due to organization type.** You should still upload the most recent publicly available 990.

If you file a Form 990-EZ and do not have anything to attach, please note so below.

2020-SPFC-Form-990-Public-Disclosure-Copy (3).pdf

## Most Recent Financial Statements

Upload a PDF version of your most recent financial statements. If you have audited financial statements, please upload the most recently conducted audit. If you do not have a recent audit, please explain why.

2020-2021-Audited-Financial-Statement (2) (2).pdf

## *Insurance*

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### Evidence of Insurance Coverage\*

Grantees of the ARPA Nonprofit Capital Project Fund will be required to maintain appropriate insurance related to your operations and this project. PCF will determine whether this coverage is appropriate.

Please upload evidence of insurance.

**If your organization does not have evidence of insurance coverage, please provide an explanation as to why.**

SPFC 21-22 COI.pdf

### Insurance Requirement\*

**If you are awarded a contract from the ARPA Nonprofit Capital Project Fund, you will be required to list Pinellas Community Foundation as an additional insured through your general liability insurance or other appropriate coverages for the duration of the contract. If you would like to check with your insurance carrier on how to do this,**

**here is the information about PCF you will need:**

Pinellas Community Foundation  
17755 US Highway 19 N  
Suite 150  
Clearwater, FL 33764  
727-531-0058

**Please check the box below to indicate that you understand and will be able to comply with this requirement if you are awarded a contract.**

**PCF will not ask for a certificate naming us as additional insured until the contracting stage.**

Yes, I understand and will comply with this requirement if awarded a contract.

## *Post-Grant Requirements*

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### **Reporting Requirements Acknowledgment\***

Grantees will be required to submit a pre-award agreement within two weeks of receiving an award notice. In addition, grantees will be required to submit monthly expenditure reports until their project is completed and their contract is closed out.

Financial information justifying all expenditures will also need to be provided. This includes but is not limited to:

- Invoices
- Canceled checks
- Credit card statements, along with a record of paying the credit card.

If you have any questions, please contact Rose Cervantes, ARPA Program Officer at [rcervantes@pinellascf.org](mailto:rcervantes@pinellascf.org).

Yes, I agree to submit this grant agreement and impact report within the specified timeframes.

## *Additional Information*

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### **Additional Upload**

If you have something to share, you can upload it here in PDF format.

### **Anything else to share?**

Is there anything else that you would like Pinellas Community Foundation to know or other information your organization would like to share that isn't addressed elsewhere in this application?

One of our neighbors decided to share her story with SPFC food programs. "Both of my parents recently passed away and I am struggling to live. I do work, but I cannot afford food or medication for my mental health, there are many days that I go without food and drink. The fresh produce, bread, and meat saved me! I



can afford my medication. The community is so generous to help people like me. The kindness brings tears to my eyes. SPFC saves lives, thank you for feeding my body, mind, and soul.”

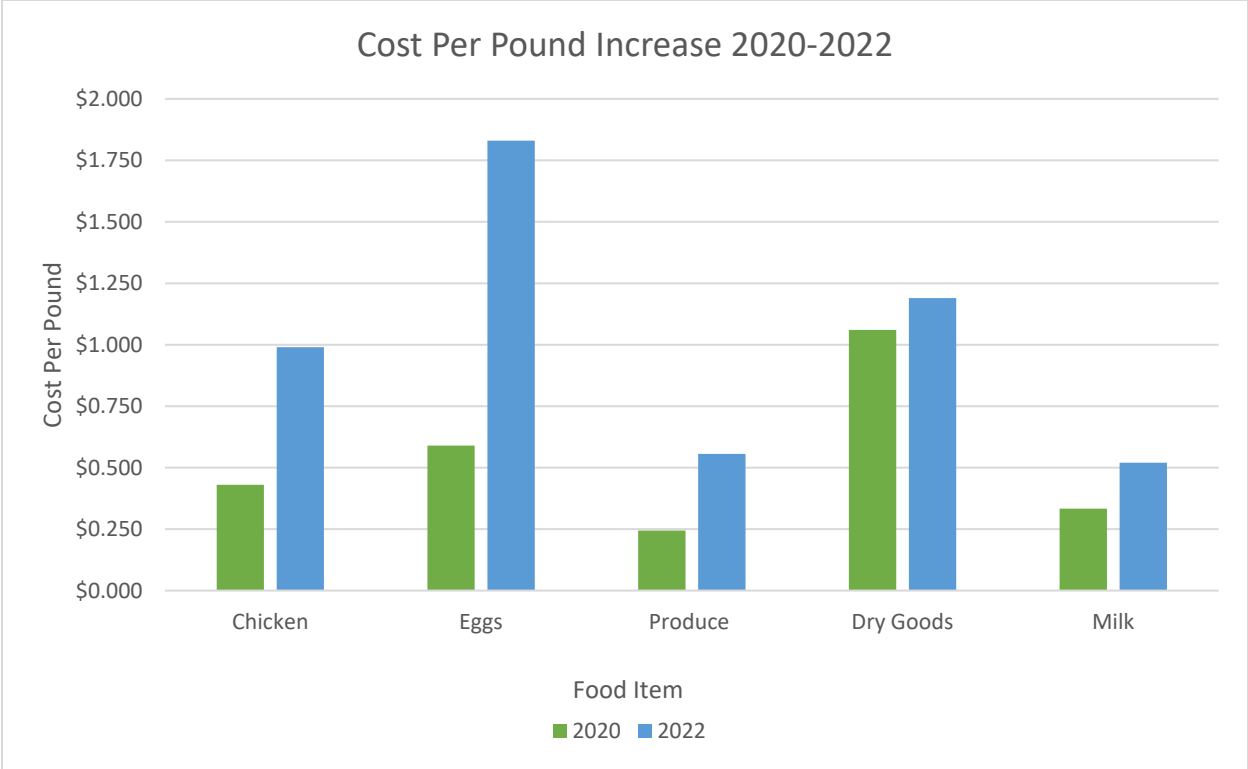
## File Attachment Summary

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### *Applicant File Uploads*

- Negative Economic Impact Attachment.pdf
- Plan Sets.pdf
- Skyway Industrial Park Fully Executed St. Pete Free clinic Lease-1.pdf
- ARPA BID 1 Attachment.pdf
- ARPA Bid 2 Attachment.pdf
- ARPA Contract Attachment.pdf
- ARPA Large Budget.pdf
- FY23 BUDGET.pdf
- FY23 SPFC Board.pdf
- 2020-SPFC-Form-990-Public-Disclosure-Copy (3).pdf
- 2020-2021-Audited-Financial-Statement (2) (2).pdf
- SPFC 21-22 COI.pdf

# St. Petersburg Free Clinic: Inflation Data



[DONATE](#)

NATIONAL

# < Demand at food banks is way up again. But inflation makes it harder to meet the need

June 2, 2022 · 5:24 AM ET

[5-Minute Listen](#)[PLAYLIST](#) [Download](#)  
[Transcript](#)

A MARTINEZ, HOST:

Inflation has demanded food pantries spiking. But those higher costs are also making it harder for food banks to meet the need. NPR's Jennifer Ludden reports.

JENNIFER LUDDEN, BYLINE: Outside a neighborhood food pantry in Norfolk, Va., it's early evening. And some in line have come from work. Justine Lee is a teller at a credit union. She'd never gone to a food bank until prices went crazy this year. Now, with inflation...

JUSTINE LEE: A lot of fussing between mothers and daughters (laughter).

LUDDEN: She says it's hard saying no to an 11-year-old.

LEE: You know, we're back and forth, you know, like, no, what about Kroger brand? I want Dorito. I was like, well, it's not on sale right now.

LUDDEN: Lee has to drive to work. She didn't used to think twice about filling the tank.

LEE: It was empty yesterday (laughter). I was like, let me just drive a little bit. I know there's at least 10 cents or 5 cents cheaper down the road. And then I caught myself. Wow, am I really doing this?

LUDDEN: School bus driver Monique Wilson is also new here.

MONIQUE WILSON: It's been a few months since I started coming, just to supplement my food budget.

LUDDEN: She and her husband have cut back on eating out. And Wilson tries to use as little gas as possible.

WILSON: Just driving my car, I try to make one trip do for all and get as many stops in as I can, you know?

UNIDENTIFIED PERSON #1: All right. Thank you, ma'am. And you already been here before, so you know the routine, right? Thank you, ma'am.

UNIDENTIFIED PERSON #2: Yeah, I know...

LUDDEN: Inside, people check-in, grab a shopping cart and stroll along shelves to choose their own food. Robert Walton and his wife are retired but raising two grandkids. He picks out bags of applesauce, juice and sunflower seeds.

ROBERT WALTON: Little snacks like this, that's what the kids like when they can get it.

LUDDEN: And he doesn't just mean his own. Walton also brings food for children in his neighborhood. He says he can tell they're missing meals and their parents are hard up.

WALTON: A lot of them is not working since the pandemic, you know? And it's been bad.

LUDDEN: The overall economy may be booming, but the unemployment rate for Black people is more than double the national average. Walton and other regulars here say they've noticed some favorite items missing, especially meat. That's because even

as demand surges, inflation and a whole range of other problems are making it really tough to get food.

CHRISTOPHER TAN: So this is the sorting room. This is where volunteers come to sort.

LUDDEN: A few blocks away, Christopher Tan heads the Foodbank of Southeastern Virginia and the Eastern Shore. He says food donations are way down. Grocery stores got more efficient with online orders during the pandemic, so they don't have as much extra. Plus, everyone's struggling with supply chain problems. Things that used to take a few weeks may not show up for months.

TAN: Breakfast cereal, pasta, pasta sauce - these are things that are the staples of almost every food bank, right? It's very difficult to find.

LUDDEN: It's so bad, he just ordered turkeys for Thanksgiving. Then there's the cost. Tan now has to buy more food on the open market at higher prices. What was less than \$1,000,000 before the pandemic will be nearly 5 million this year. And the fuel budget for his delivery trucks has doubled. But as a food bank, he's stuck.

TAN: With inflation, if you're a private business, what do you do? You pass on the costs. And inflation gets even worse, right? So you just keep passing it on. But you at least try to make up for it. We don't get to do that. We don't get to say, like, we're going to double the cost of our food because doubling the cost of our food is still zero.

LUDDEN: Katie Fitzgerald, the head of Feeding America, says providers are cutting where they can, dipping into emergency reserves, switching to cheaper products, limiting how often people can visit.

KATIE FITZGERALD: Or if food banks are preparing boxes for distribution, they might be putting in a little bit less in order to make sure that they're stretching their inventory to be able to meet more people's needs.

LUDDEN: Fitzgerald says even beyond this crisis, persistent hunger is a symptom of the country's wider inequality. She says for decades, wages have lagged, especially for

those without a college degree, while costs for housing, health care and education grew exponentially.

FITZGERALD: You know, 30, 40 years ago, it was really an emergency food system for people who really had no other option. And today, we're seeing a lot of folks that are kind of budgeting in charitable food into their monthly budget. And when that is happening in this country, something is fundamentally wrong because a lot of these folks are working.

EVERETT JONES: Come right on in.

LUDDEN: Everett Jones is retired after a career as a traveling stagehand. He and his wife live in subsidized senior housing in Virginia Beach and get food stamps. And still, for years, he says, food donations have been an absolute necessity. Now inflation means painful choices.

JONES: It's affected me pretty grievously. The gas prices are so high that I have to cancel doctor's appointments that I just - they're too far away.

LUDDEN: He's put off physical therapy for his bum knee, allergy shots, even a cardiology follow-up after he was hospitalized with a heart problem. Jones says he can hardly afford batteries for his hearing aids.

JONES: It's a lot of stress, a lot of worry, a lot of self-denial of things that we should not have to deny ourselves.

LUDDEN: Jones jokes he may get a horse and buggy to save on gas. But if prices stay this high for a lot longer, he truly doesn't know what else he'll be able to do without.

Jennifer Ludden, NPR News, Norfolk.

(SOUNDBITE OF THE POETS OF RHYTHM SONG, "SMILIN' (WHILE YOU'RE CRYING)")

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# ST. PETERSBURG FREE CLINIC

## 2392 31ST ST. S., ST. PETERSBURG, FLORIDA 33712

### RENOVATIONS

#### CONTACT INFORMATION

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**ST. PETE FREE CLINIC**  
 SHAINA BENT  
 :727-821-1200

**STRUCTURAL CONSULTANT:**  
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 ATTN: DAVID BESS

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**EMPAD ARCHITECTURE + DESIGN**  
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 CLEARWATER, FL 33762  
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#### DRAWING INDEX

SHEET	DESCRIPTION	LATEST REVISION	
		NO.	DATE
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D1.0	WAREHOUSE DEMO PLAN		
D1.1	OFFICE DEMO PLANS		
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#### DRAWING INDEX

SHEET	DESCRIPTION	LATEST REVISION	
		NO.	DATE
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E3.0	ELECTRICAL RISERS		
E4.0	ELECTRICAL PANEL SCHEDULES		

#### BUILDING DATA:

**APPLICABLE CODES:**  
 BUILDING: 2020 (7TH ED.) FLORIDA BUILDING CODE (FBC)  
 PLUMBING: 2020 (7TH ED.) FLORIDA BUILDING CODE (FBC), PLUMBING  
 MECHANICAL: 2020 (7TH ED.) FLORIDA BUILDING CODE (FBC), MECHANICAL  
 ELECTRICAL: 2017 NATIONAL ELECTRIC CODE (NEC)  
 LIFE SAFETY / FIRE: 2018 LIFE SAFETY CODE / 2020 (7TH ED.) FIRE PREVENTION CODE WITH NFPA-70 2017 ED., NFPA-1 & NFPA-101 2018 ED. 2020 (7TH ED.) FLORIDA ACCESSIBILITY CODE

**ACCESSIBILITY:**  
 FBC - 2020 NEW BUILDING  
 CONSTRUCTION TYPE: TYPE II-B NOT PROTECTED (SPRINKLERED)

**PROTECTION: FBC CHAPTER 6 - TABLE 601**

	TYPE II-B
PRIMARY STRUCTURAL FRAME	0
BEARING WALLS	0
EXTERIOR	0
INTERIOR	0
NONBEARING WALLS & PARTITIONS	0
EXTERIOR	0
INTERIOR	0
FLOOR CONSTRUCTION & SECONDARY MEMBERS	0
ROOF CONSTRUCTION & SECONDARY MEMBERS	0

**OCCUPANCY:**  
 EXISTING GROUP S-2, (STORAGE LOW -HAZARD)  
 EXISTING GROUP B, (BUSINESS)

**OCCUPANCY SEPARATION:** NON-SEPARATED OCCUPANCIES

**MINIMUM NUMBER OF EXITS:** SEE A0.1

**BUILDING AREA:**  
 MAXIMUM ALLOWABLE BUILDING AREA: 78,000 S.F. (S-2 SPRINKLED)  
 69,000 S.F. (B SPRINKLED)

**ACTUAL BUILDING AREA:** (4,302 1ST FLOOR & 4,204 2ND FLOOR = 8,506 S.F. BUSINESS OCCUPANCY) + 45,575 S.F. STORAGE = 54,081 S.F. EXISTING (SPRINKLERED)

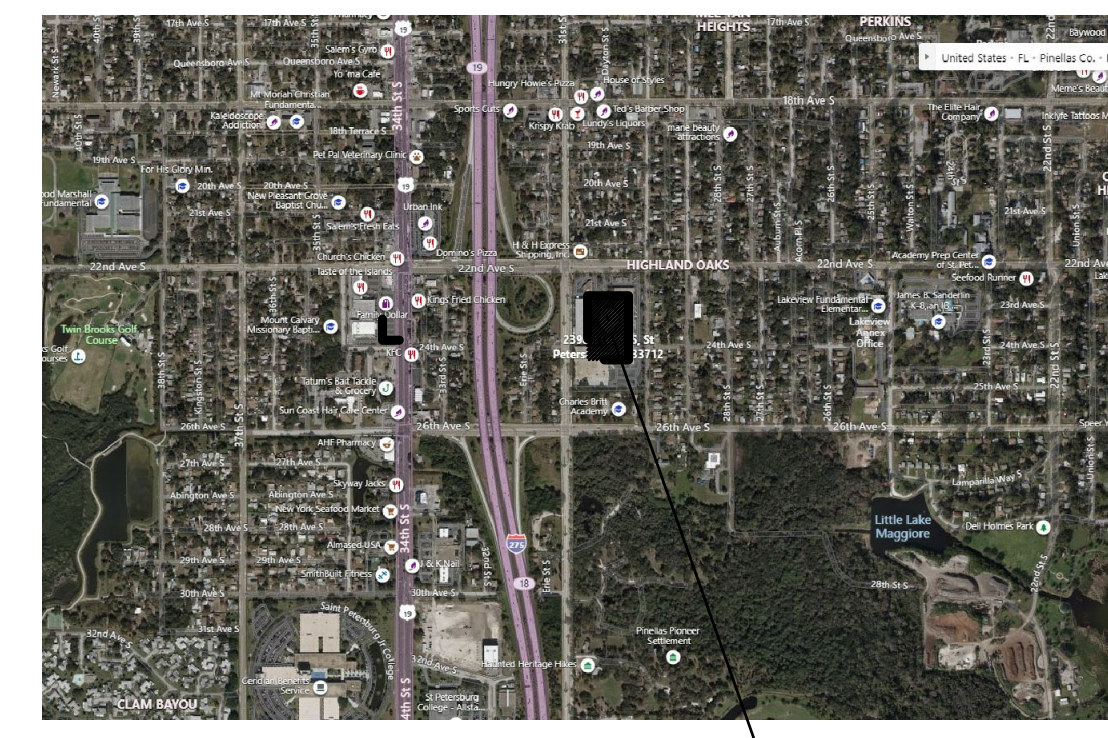
**MAXIMUM ALLOWABLE BUILDING HEIGHT:** 3 STORY - 2 EXISTING

SEE LIFE SAFETY PLANS FOR OCCUPANT LOADS, EGRESS WIDTH AND TRAVEL DISTANCE CALCULATIONS

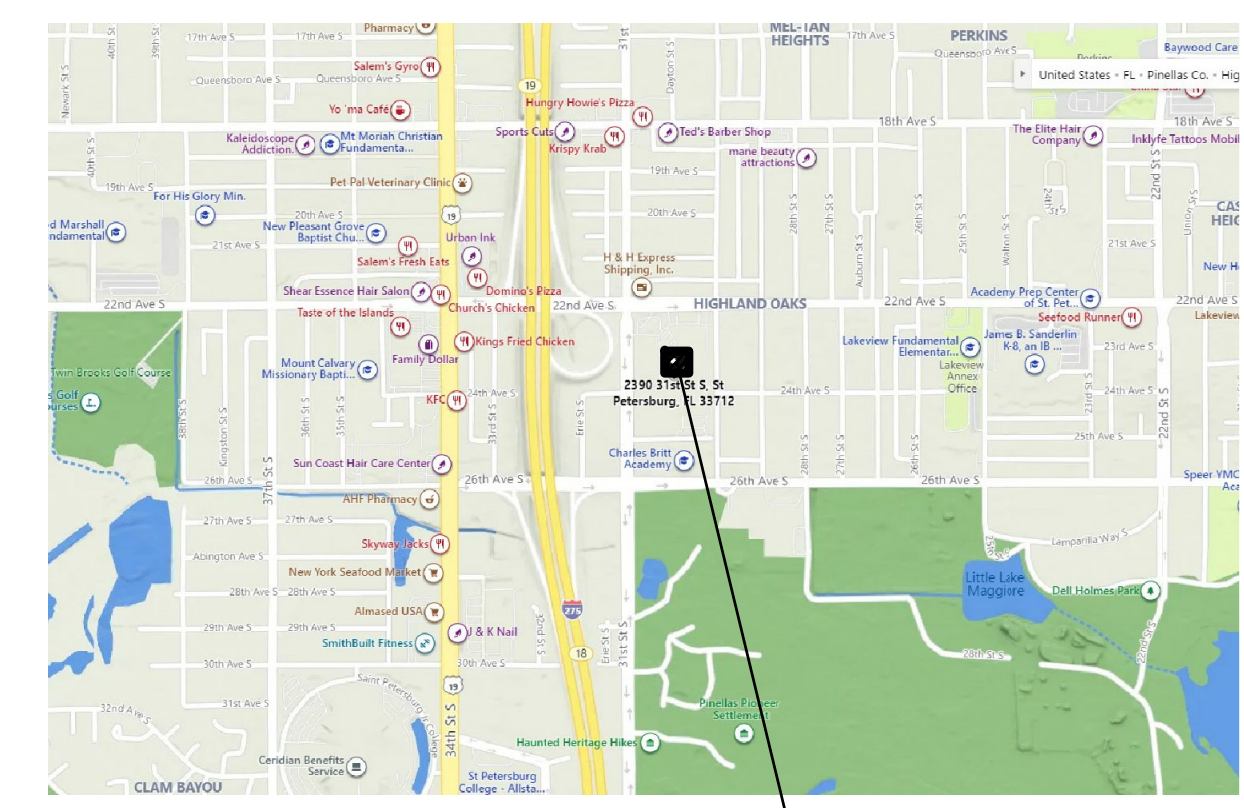
ALL SIGNS ARE NOT PART OF THIS SCOPE OF WORK AND TO BE PERMITTED SEPARATELY

#### SCOPE

MINOR INTERIOR ALTERATIONS TO EXISTING OFFICE SPACE. SCOPE CONSISTS OF MINOR WALL SHIFTS/ MODIFICATIONS/ INFILL AND STAIR ENCLOSURE FOR EGRESS. NEW INSULATED WAREHOUSE SLAB IN AREA SHOWN FOR COOLER/ FREEZER (BY OTHERS). NEW WAREHOUSE DOCK LEVELERS, AND DOORS/HARDWARE. NEW MECHANICAL, PLUMBING, AND ELECTRICAL FOR WAREHOUSE PER PLANS, ADA RESTROOMS AND SINKS. NEW ADA LIFT.



**BLDG AERIAL SITE**  
 N.T.S. BUILDING



**MAP LOCATION**  
 N.T.S. PROJECT LOCATION

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**REVISIONS:**


CHRIS CULBERTSON  
 ARCHITECT AR91712

**A0.0**

Issue Date:  
 Project No.: 222047

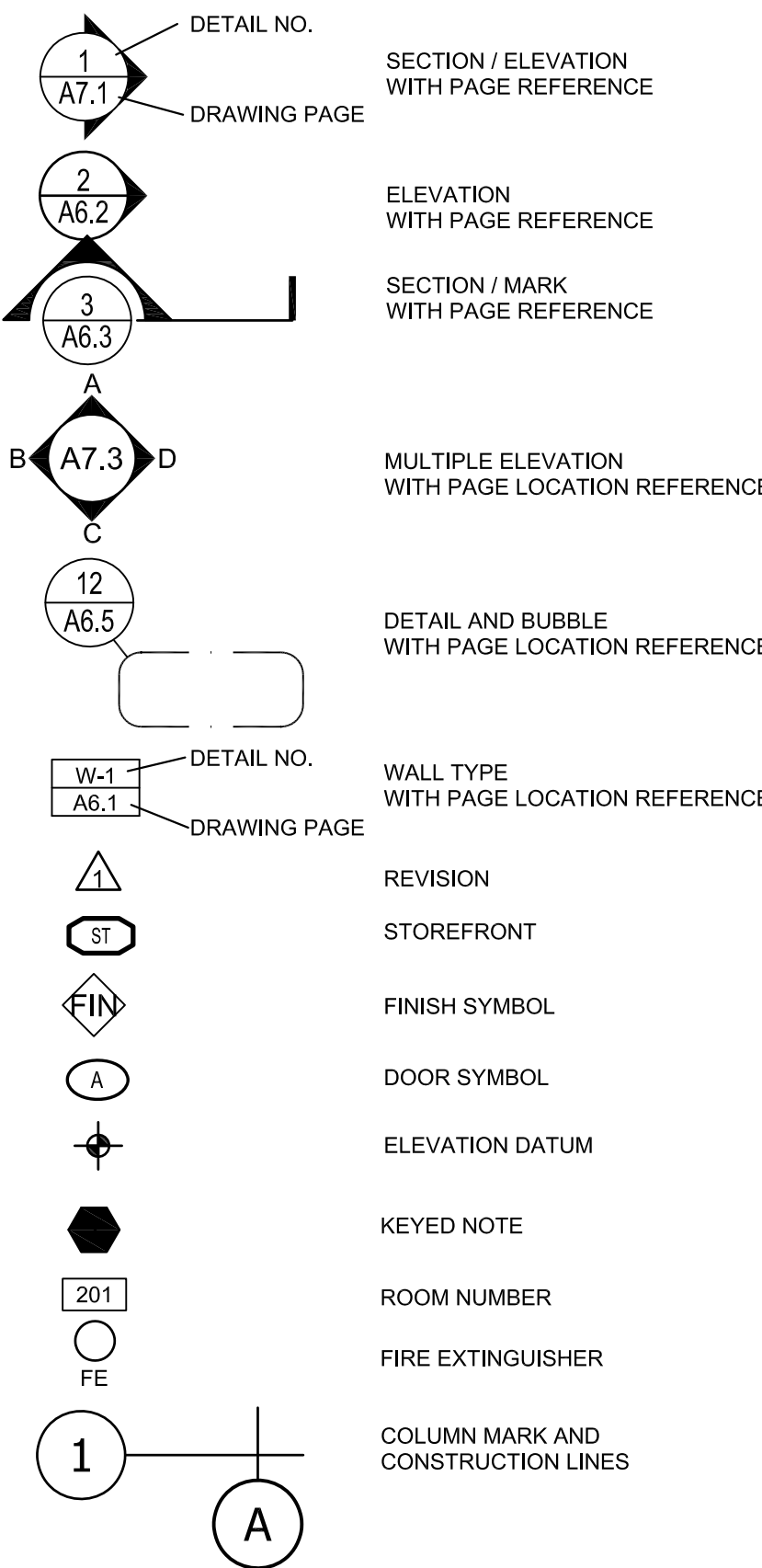
NOT FOR CONSTRUCTION



ABBREVIATIONS

Table of abbreviations for architectural elements, including A.B. ANCHOR BOLT, B. BUMPER GUARD, C. CABINET, D. DOUBLE, E. EACH, F. FIRE ALARM, G. GAUGE, H. HOSE BIBB, I. INSIDE DIAMETER, J. JANITOR, K. KICK PLATE, L. LENGTH, M. MASONRY, N. NATIONAL FIRE PROTECTION ASSOCIATION, O. OVER ALL, P. PREFABRICATED, R. RISER, S. SOUND ATTENUATING BLANKET, T. TREAD, U. UNDERCUT, V. VINYL, W. WITH, X. WALL, Y. YARD.

GENERAL SYMBOLS



GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ARCHITECTURAL, STRUCTURAL, MECHANICAL, AND ELECTRICAL DETAILS AND DIMENSIONS. ANY DISCREPANCIES BETWEEN SUCH DETAILS AND DIMENSIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTION PROCEDURE AND SEQUENCE TO INSURE THE INTEGRITY OF THE BUILDING AND ITS COMPONENT PARTS DURING CONSTRUCTION.
4. THESE PLANS HAVE BEEN PREPARED PER REGULATIONS OF THE INTERNATIONAL BUILDING CODE. THE WORK OF ALL CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE AFOREMENTIONED CODE. NO DEVIATIONS FROM THE WORK SHOWN OR REASONABLY IMPLIED SHALL BE UNDERTAKEN WITHOUT THE ARCHITECT'S WRITTEN CONSENT-A COPY OF WHICH WILL BE FILED WITH THE CONSTRUCTION OFFICIAL.
5. ANY CHANGES TO OR DEVIATIONS FROM THESE DRAWINGS SHALL NOT BE MADE WITHOUT WRITTEN CONSENT FROM THE ARCHITECT.
6. THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE USED WITHOUT HIS CONSENT. DRAWINGS SHALL NOT BE USED FOR ISSUE OF A BUILDING PERMIT UNLESS SIGNED AND SEALED BY THE ARCHITECT.
7. THE OWNER AND THE CONTRACTOR SHALL HOLD HARMLESS THE ARCHITECT FROM AND AGAINST ALL LIABILITY CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING LEGAL FEES ARISING OUT OF OR RESULTING FROM ERRORS OR OMISSIONS IN THE ARCHITECT'S DRAWINGS AND THE PERFORMANCE OF THE WORK BY THE CONTRACTOR. THE DRAWINGS SHOW THE GENERAL ARRANGEMENTS AND EXTENT OF THE WORK. AS THE WORK PROGRESSES, THE OWNER AND THE CONTRACTOR, AT NO EXTRA COSTS, SHALL MAKE MODIFICATIONS TO MAKE THE PARTS ALIGN.
8. ALL WORK AND MATERIALS SHALL MEET THE REQUIREMENTS OF LOCAL AND STATE CODES AND THE SPECS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS. CONTRACTORS SHALL CHECK AND VERIFY ALL PLAN DIMENSIONS AND CONDITIONS BEFORE PROCEEDING CONSTRUCTION. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO BEGINNING ANY WORK. THE DISCOVERY OF DISCREPANCIES AFTER THE BEGINNING OR WORK WILL BE EVIDENCE OF FAULTY WORK AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR DO NOT SCALE DRAWINGS. ALL WRITTEN DIMENSIONS GOVERN.
9. THE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE TOTAL PROJECT. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, MACHINERY, TRANSPORTATION, HEAT, WATER, UTILITIES, AND ALL OTHER FACILITIES AND SERVICES REQUIRED FOR THE SAFE AND PROPER EXECUTION AND COMPLETION OF THE WORK.
10. THE ARCHITECT SHALL BE THE INTERPRETER OF THE CONTRACT DOCUMENTS. THE DOCUMENTS SHOW AN OVERVIEW OF THE WORK REQUIRED UNDER THIS CONTRACT AND RELATED REQUIREMENTS AND CONDITIONS THAT WILL IMPACT THE PROJECT. ALL DRAWING ARE COMPLIMENTARY. THE DRAWING GENERALLY SHOW THE INTENT OF THE OVERALL COMPLEXITY AND CONCEPTS OF THE PROJECT, AND DO NOT NECESSARILY SHOW ALL DETAILS AND CONDITIONS.
11. ALL NEW INTERIOR CONCRETE SLABS AND FOUNDATION WALLS AND FOOTINGS SHALL HAVE SOIL POISONING UNDER NEW WORK AND SHALL BE INSTALLED BY A LICENSED CONTRACTOR. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL STATE AND DEPARTMENT OF AGRICULTURE, STRUCTURAL PEST CONTROL DIVISION REGULATIONS, RULES, DEFINITIONS AND REQUIREMENTS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING ALL EXISTING SETBACKS, EASEMENTS, AND ANY DEED RESTRICTIONS.
13. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEANUP AND SHALL INCLUDE THE SITE, AND THE BUILDING. THE ENTIRE PROJECT SHALL BE LEFT IN A NEW, CLEAN CONDITION.

CONSTRUCTION NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ARCHITECTURAL, STRUCTURAL, MECHANICAL, AND ELECTRICAL DETAILS AND DIMENSIONS. ANY DISCREPANCIES BETWEEN SUCH DETAILS AND DIMENSIONS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTION PROCEDURE AND SEQUENCE TO INSURE THE INTEGRITY OF THE BUILDING AND ITS COMPONENT PARTS DURING CONSTRUCTION.
3. THESE PLANS HAVE BEEN PREPARED PER REGULATIONS OF THE FLORIDA BUILDING CODE. THE WORK OF ALL CONTRACTORS SHALL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE AFOREMENTIONED CODE. NO DEVIATIONS FROM THE WORK SHOWN OR REASONABLY IMPLIED SHALL BE UNDERTAKEN WITHOUT THE ARCHITECT'S WRITTEN CONSENT-A COPY OF WHICH WILL BE FILED WITH THE CONSTRUCTION OFFICIAL.
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6. THE OWNER AND THE CONTRACTOR SHALL HOLD HARMLESS THE ARCHITECT FROM AND AGAINST ALL LIABILITY CLAIMS, DAMAGES, LOSSES AND EXPENSES INCLUDING LEGAL FEES ARISING OUT OF OR RESULTING FROM ERRORS OR OMISSIONS IN THE ARCHITECT'S DRAWINGS AND THE PERFORMANCE OF THE WORK BY THE CONTRACTOR. THE DRAWINGS SHOW THE GENERAL ARRANGEMENTS AND EXTENT OF THE WORK. AS THE WORK PROGRESSES, THE OWNER AND THE CONTRACTOR, AT NO EXTRA COSTS, SHALL MAKE MODIFICATIONS TO MAKE THE PARTS ALIGN.
7. ALL WORK AND MATERIALS SHALL MEET THE REQUIREMENTS OF LOCAL AND STATE CODES AND THE SPECS OF THE NATIONAL BOARD OF FIRE UNDERWRITERS. CONTRACTORS SHALL CHECK AND VERIFY ALL PLAN DIMENSIONS AND CONDITIONS BEFORE PROCEEDING CONSTRUCTION. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO BEGINNING ANY WORK. THE DISCOVERY OF DISCREPANCIES AFTER THE BEGINNING OR WORK WILL BE EVIDENCE OF FAULTY WORK AND SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DO NOT SCALE DRAWINGS. ALL WRITTEN DIMENSIONS GOVERN.
8. THE CONTRACTOR FOR THIS PROJECT SHALL INCLUDE ALL MATERIALS AND LABOR REQUIRED TO COMPLETE THE TOTAL PROJECT. THE CONTRACTOR SHALL FURNISH AND PAY FOR ALL MATERIALS, TOOLS, EQUIPMENT, LABOR, MACHINERY, TRANSPORTATION, HEAT, WATER, UTILITIES, AND ALL OTHER FACILITIES AND SERVICES REQUIRED FOR THE SAFE AND PROPER EXECUTION AND COMPLETION OF THE WORK.
9. THE ARCHITECT SHALL BE THE INTERPRETER OF THE CONTRACT DOCUMENTS. THE DOCUMENTS SHOW AN OVERVIEW OF THE WORK REQUIRED UNDER THIS CONTRACT AND RELATED REQUIREMENTS AND CONDITIONS THAT WILL IMPACT THE PROJECT. ALL DRAWING ARE COMPLIMENTARY. THE DRAWING GENERALLY SHOW THE INTENT OF THE OVERALL COMPLEXITY AND CONCEPTS OF THE PROJECT, AND DO NOT NECESSARILY SHOW ALL DETAILS AND CONDITIONS.
10. ALL NEW INTERIOR CONCRETE SLABS AND FOUNDATION WALLS AND FOOTINGS SHALL HAVE SOIL POISONING UNDER NEW WORK AND SHALL BE INSTALLED BY A LICENSED CONTRACTOR. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL STATE AND DEPARTMENT OF AGRICULTURE, STRUCTURAL PEST CONTROL DIVISION REGULATIONS, RULES, DEFINITIONS AND REQUIREMENTS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND MAINTAINING ALL EXISTING SETBACKS, EASEMENTS, AND ANY DEED RESTRICTIONS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEANUP AND SHALL INCLUDE THE SITE, AND THE BUILDING. THE ENTIRE PROJECT SHALL BE LEFT IN A NEW, CLEAN CONDITION.
13. DO NOT SCALE THE DRAWING. IF DIMENSIONS ARE IN QUESTION. OBTAIN CLARIFICATION FROM THE ARCHITECT BEFORE CONTINUING.
14. DIMENSIONS SHOWN ON THE FLOOR PLANS FOR NEW CONSTRUCTION ARE TO THE FACE OF FINISH OF INTERIOR WALLS, TO CENTER LINE OF COLUMNS AND TO FACE OF CONCRETE OR MASONRY WALLS, UNLESS OTHERWISE INDICATED.
15. FIELD MEASURE AND CONFIRM DIMENSIONS FOR OWNER PROVIDED EQUIPMENT AND FURNISHINGS. COORDINATE WITH THE OWNER ON DELIVERY AND INSTALLATION OF OF/CI EQUIPMENT. MINIMUM REQUIRED OPENINGS AND ACCESSIBLE ROUTES TO THE INSTALLATION AREA SHALL BE COORDINATED WITH THE SUPPLIER.
16. FINISH FLOOR ELEVATIONS ARE TO TOP OF CONCRETE SLAB UNLESS OTHERWISE NOTED.
17. LEVEL FLOORS SO THAT THEY DO NOT EXCEED A 1/4" VARIANCE IN A 10'-0" RADIUS.
18. PIPING LOCATED ABOVE GRADE AND INSIDE THE BUILDING SHALL BE CONCEALED IN FURRED SPACES, U.N.O., WITH THE EXCEPTION OF PIPING IN STAIRWAYS, EQUIPMENT ROOMS AND POWERHOUSE. COORDINATE WITH OTHER TRADES TO PROVIDE
19. FURRING FOR PIPING INSTALLED IN FINISHED AREAS
20. 1PARTITION TYPES AND FIRE RESISTIVE RATINGS INDICATED ON A WALL ARE TO BE CONTINUOUS FOR THE LENGTH AND HEIGHT OF A PARTITION.
21. APPROVE FLOOR OUTLET LOCATIONS WITH ARCHITECT AND BUILDING OWNER PRIOR TO CORE DRILLING.
22. OPENINGS IN A RATED WALL, FLOOR, CEILING AND ROOF ASSEMBLIES SHALL BE SEALED WITH A FIRE RESISTANT JOINT SYSTEMS OR PROTECTED WITH A FIRE RATED CHASE.
23. EXIT SIGNS AND SMOKE DETECTORS LOCATED IN CEILINGS SHALL BE POSITIONED AS REQUIRED BY THE AUTHORITY HAVING JURISDICTION.
24. WHERE MATERIALS ARE APPLIED TO, OR ARE IN DIRECT CONTACT WITH WORK INSTALLED BY ANOTHER SUBCONTRACTOR, COMMENCEMENT OF WORK IMPLIES ACCEPTANCE OF THE SUBSTRATE AS SUITABLE FOR THE APPLICATION INTENDED.
25. ISOLATE DISSIMILAR METALS TO PREVENT GALVANIC CORROSION.
26. SEALANTS EXPOSED TO VIEW SHALL BE CUSTOM COLOR AS SELECTED BY THE ARCHITECT.
27. COORDINATE LOCATION OF SEALANT AND COMPATIBILITY OF SEALANTS WITH ADJACENT WORK, INCLUDING MATERIALS AND OTHER CONTIGUOUS SEALANTS.
28. CAULK AT JUNCTURE OF INTERIOR FACES OF DOOR FRAMES, VIEW WINDOW FRAMES, EXTERIOR WINDOW FRAMES, AND CABINET WORK WITH ADJACENT MATERIALS. MAINTAIN THE FIRE RATING OF CONSTRUCTION AROUND CABINETS, PANELS, AND BOXES RECESSED IN FIRE RATED WALL, FLOOR, AND CEILING ASSEMBLIES
29. PLANS WERE DEVELOPED FROM INFORMATION PROVIDED BY OWNER AND FROM EXISTING CONDITIONS OBSERVED. CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL FIELD DIMENSIONS AND CONDITIONS SHOWN TO BE EXISTING AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES BEFORE SUBMITTAL AND BID AND PROCEEDING WITH THE WORK. COMMENCEMENT OF CONSTRUCTION IMPLIES THAT ALL CONDITIONS, UNLESS PREVIOUSLY DETERMINED AND DOCUMENTED OTHERWISE, ARE IN FACT AS DESCRIBED ON THESE PLANS AND SPECIFICATIONS AND ACCEPTED AS SUCH BY THE CONTRACTOR
30. CONTRACTOR SHALL BE RESPONSIBLE FOR PAYING REQUIRED FEES, SECURING REQUIRED PERMITS AND DEMOLISHING AND COMPLETELY REMOVING FROM THE SITE ALL UNNECESSARY EXISTING CONSTRUCTION DEBRIS AND OTHER MATERIALS SHOWN ON THE DRAWINGS TO BE REMOVED, IF ANY.
31. IF ANY ADDITIONAL WORK OR CHANGES WILL ADVERSELY AFFECT THE COMPLETION SCHEDULE, THE CONTRACTOR SHALL ADVISE THE OWNER AND ARCHITECT IN WRITING IMMEDIATELY.
32. THE OWNER'S WRITTEN AUTHORIZATION MUST BE OBTAINED PRIOR TO THE ORDERING OF ANY MATERIAL, AWARDED OF ANY CONTRACTS OR THE EXECUTION OF ANY WORK INVOLVING EXTRA COST ABOVE THE CONTRACT SUM.
33. GENERAL CONTRACTOR SHALL MAINTAIN BUILDING SECURITY, FIRE ALARM AND PROTECTION AT ALL TIMES DURING THE PERFORMANCE OF THE WORK. CONTRACTOR TO INSPECT ALL FIRE RATED PARTITIONS AND SEAL PENETRATIONS AS NEEDED TO ASSURE FIRE RATING.
34. CONTRACTOR TO PROVIDE WOOD BLOCKING AND STEEL SUPPORTS WITHIN ALL NEW OR REWORKED PARTITIONS TO ACCOMMODATE ANY AND ALL ATTACHED FIXTURES, INCLUDING BUT NOT LIMITED TO MILLWORK, SHELVING, GLAZING, PENDANT FIXTURES, ETC. ALL BLOCKING WITHIN PARTITIONS SHALL BE OF FIRE RETARDING MATERIAL.
35. GENERAL CONTRACTOR SHALL COORDINATE FLOOR PENETRATIONS WITH STRUCTURAL SYSTEM TO AVOID DAMAGE TO SUCH ITEMS AS, BUT NOT LIMITED TO, POST TENSIONED CABLES.
36. CONTRACTOR TO PROVIDE STENCILING ON FIRE WALLS ABOVE CEILING TO READ "FIRE AND SMOKE BARRIER PROTECT ALL OPENINGS" ON EXISTING, IF NOT THERE, OR ON NEW WALLS
37. EMPAD ARCHITECTURE AND DESIGN IS NOT RESPONSIBLE FOR ACCURACY OF AREA CALCULATIONS. LAYOUT AND FIELD VERIFICATIONS SHOULD BE VERIFIED IN FIELD BY CONTRACTOR.
38. ALL SIGNAGE TO BE APPROVED BY OWNER
39. ALL FIRE EXTINGUISHERS TO BE RATED AT 2A:10BC. VERIFY THAT ALL EXISTING FIRE EXTINGUISHERS ARE RATED AT 2A:10BC
40. SECURITY SYSTEM FOR THIS PROJECT NOT INCLUDED AS PART OF THESE DOCUMENTS
41. ALL PENETRATIONS AND INSTALLATIONS IN RATED WALLS SHALL BE SEALED WITH FIRE CAULK TO MEET ASTM STANDARDS AND BE UL APPROVED
42. ALL FIRE ALARM DEVICES TO BE INSTALLED AND LOCATED AS PER NFPA AND THE FIRE PREVENTION CODE AS REQUIRED
43. ALL EXTERIOR DOOR LOCKS TO BE LEVER SET TO COMPLY WITH ADA REGULATIONS AND SHALL COMPLY WITH NFPA 101, THUMB TURN LOCKS TO COMPLY WITH EXCEPTION #2 INDICATION LOCKS ARE REQUIRED ON ALL ENTRANCE DOOR INTERIORS
44. THERE SHALL BE A MAXIMUM OF 1/2" FINISHED FLOOR ELEVATION BETWEEN ADJACENT FLOOR SURFACES

EMPAD ARCHITECTURE & DESIGN IS NOT RESPONSIBLE FOR ACCURACY OF AREA CALCULATIONS. LAYOUT AND FIELD VERIFICATIONS SHOULD BE VERIFIED IN FIELD BY CONTRACTOR.
PROVIDE FLOOR PREP TO RECEIVE NEW FLOORING AND BASE AS REQUIRED.
ALL FIRE EXTINGUISHERS TO BE RATED AT 2A:10BC. VERIFY THAT ALL NEW EXISTING FIRE EXTINGUISHERS ARE RATED AT 2A:10BC
ALL PENETRATIONS AND INSTALLATIONS IN RATED WALLS SHALL BE SEALED WITH FIRE CAULK TO MEET ASTM STANDARDS AND BE U.L. APPROVED
ALL FIRE ALARM DEVICES TO BE INSTALLED AND LOCATED AS PER NFPA AND THE FIRE PREVENTION CODE AS REQUIRED
EMERGENCY LIGHTING SHALL MEET REQUIREMENTS OF NFPA
EXIT LIGHTING SHALL MEET REQUIREMENTS OF NFPA
ALL EXTERIOR DOOR LOCKS TO BE LEVER SET TO COMPLY WITH ADA REGULATIONS AND SHALL COMPLY WITH NFPA 101. THUMB TURN LOCKS TO COMPLY WITH EXCEPTION #2. INDICATING LOCKS ARE REQUIRED ON ALL ENTRANCE DOOR INTERIORS.
THERE SHALL BE A MAXIMUM OF 1/4" FINISHED FLOOR ELEVATION BETWEEN ADJACENT FLOOR SURFACES PER 10'-0"

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EMPAD ARCHITECTURE AND DESIGN
architects • planners • interior designers • lead professionals

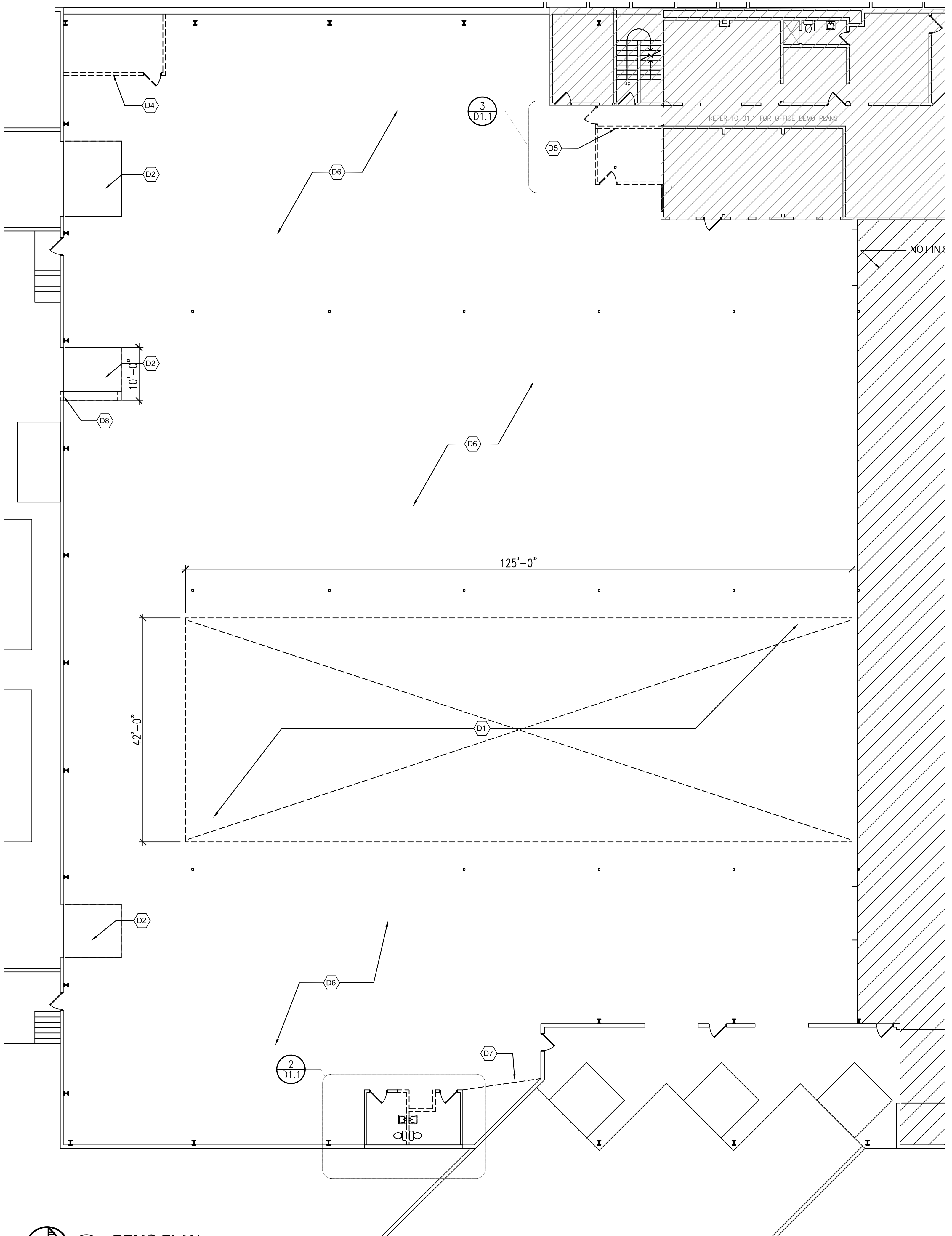
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GENERAL NOTES
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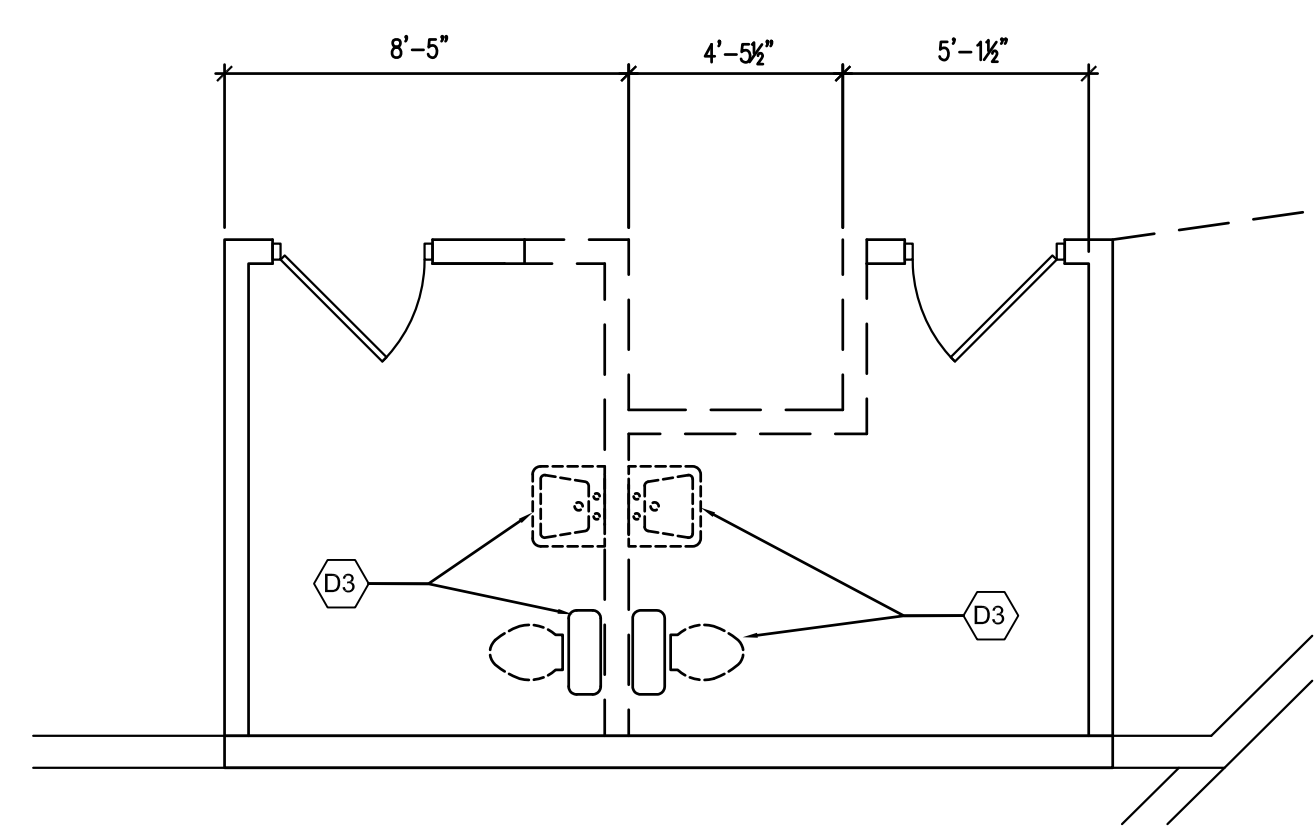
REVISIONS:
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NOT FOR CONSTRUCTION

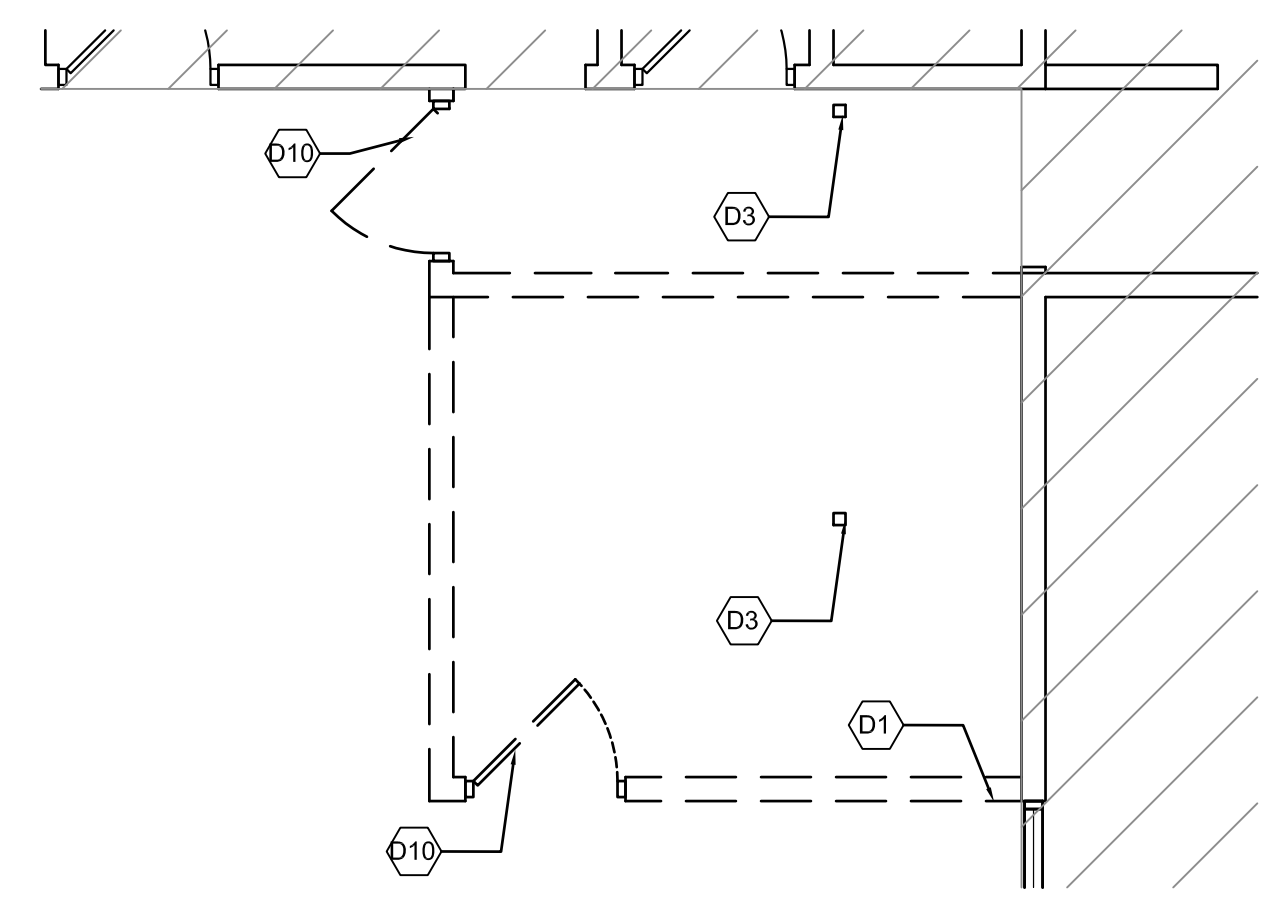




**1 DEMO PLAN**  
SCALE: 3/32"=1'-0"



**2 ENLARGED RESTROOMS DEMO PLAN**  
SCALE: 1/4"=1'-0"



**3 ENLARGED ELEVATOR DEMO PLAN**  
SCALE: 1/4"=1'-0"

**GENERAL DEMO NOTES**

REMOVE OLD ABANDONED, UNUSED OR DAMAGED COMPONENTS AND ELEMENTS THROUGHOUT SPACE AS REQUIRED IF UNNECESSARY.

REMOVE ANY PROTRUSIONS AND FILL ANY CRACKS, HOLES OR DAMAGED AREAS WITHIN FLOORS OR WALLS.

REMOVE EXISTING INTERIOR WALLS, WINDOWS, STAIRS AND DOORS AS INDICATED BY DASHED LINES.

CONTRACTOR TO VERIFY ALL CONDITIONS BEFORE REMOVING COMPONENTS OF BUILDING TO ASSURE NO COMPROMISES ARE MADE TO EXISTING COMPONENTS TO REMAIN.

CONTRACTOR TO PROVIDE TEMPORARY BARRIERS, BRACES, SUPPORTS, COVERS, ETC. AS REQUIRED FOR AREAS BEING REMOVED OR MODIFIED UNTIL NEW MATERIAL IS INSTALLED.

CONTRACTOR TO PROVIDE SMOOTH AREAS FREE OF ALL DEBRIS, PROTRUSIONS, HOLES, ETC. AND PREPARE ALL SURFACES TO RECEIVE NEW MATERIALS AND FINISHES AS REQUIRED.

ORIGINAL CAD DRAWING AND HARD COPIES PROVIDED BY OWNER. E.M.P. ARCHITECTURE IS ONLY RESPONSIBLE FOR GENERALIZED FIELD VERIFICATIONS. EXACT ACCURACY TO BE VERIFIED BY CONTRACTOR.

REMOVE ALL ABANDONED EQUIPMENT, FIXTURES, DEBRIS AND OTHER ITEMS WITHIN SPACE

REMOVE ALL FLOORING IN AREA OF CONSTRUCTION

SALVAGE ALL MATERIAL TO BE RE-USED, IF APPLICABLE

REMOVE ALL SWITCHES, OUTLETS, AND OTHER ELECTRICAL COMPONENTS AS REQUIRED

REMOVE/ REPLACE MECHANICAL UNITS AND DISTRIBUTORS PER MECHANICAL PLANS

REMOVE ANY ABANDONED EQUIPMENT

SOME EXISTING CONDITIONS ARE ASSUMED. ALL DEVIATIONS FROM EXISTING CONDITIONS SHOWN SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY.

PROTECT ALL UNDISTURBED WORK IN PLACE FROM UNNECESSARY DAMAGE. THE G.C. SHALL BE RESPONSIBLE FOR REPAIR OF ANY EXISTING WORK NOT REQUIRING REMOVAL.

**DEMO NOTES**

- D1 DEMO EXISTING CONCRETE SLAB THIS AREA TO ACCOMMODATE FOR NEW COOLER/FREEZER SLAB
- D2 DEMO EXISTING CONCRETE SLAB THIS AREA FOR NEW FUTURE DOCK LEVELERS. SEE PLAN AND SPECIFICATIONS
- D3 DEMO EXISTING WALLS AND PLUMBING FIXTURES THIS AREA AS NOTED FOR RE-WORK OF RESTROOMS
- D4 DEMO ALL EXISTING WALLS AND PLUMBING FIXTURES THIS AREA CUT AND CAP AS REQUIRED. GROUND CONCRETE SMOOTH FOR FUTURE RACKING.
- D5 DEMO ALL EXISTING WALLS/RAILS AND OVERLOOK AREA IN ENTIRETY.
- D6 DEMO ALL EXISTING AREAS OF PARTIAL ROOF INFILL FOR NEW SEALING OF PENETRATIONS AND INSULATION INFILL
- D7 DEMO EXISTING FENCE.
- EXTEND EXISTING OPENING AND DOCK LEVELER TO ACCOMMODATE ADJACENT 10'-0" WIDE DOOR. SEE DOOR SCHEDULE.
- D9 NOT USED
- D10 DEMO EXISTING DOOR, TYP. SAVE ON-SITE FOR USE AT NEW DOOR LOCATIONS

PARTITION LEGEND	
	NEW PARTITION W-1, W-3, W-4
	NEW PARTIAL HEIGHT PARTITION W-3
	EXISTING PARTITION
	EXISTING DEMOLISHED

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2392 31ST S. / ST PETERSBURG, FL 33712

REVISIONS:


CHRIS CULBERTSON  
ARCHITECT AR91712

D1.0

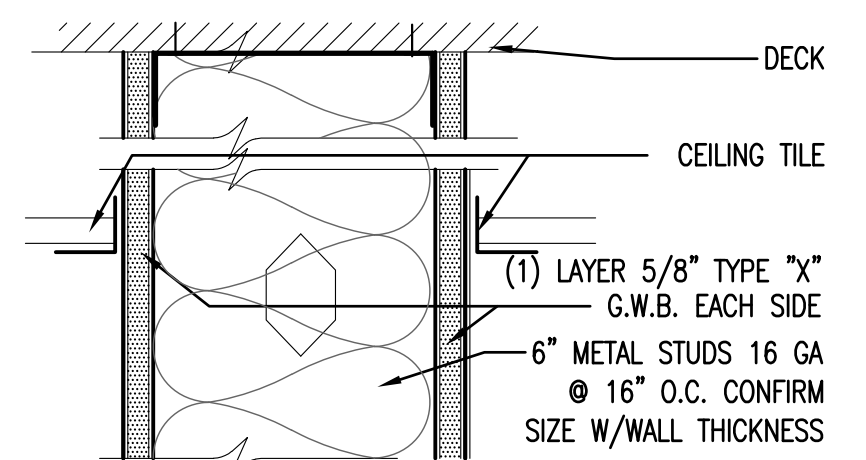
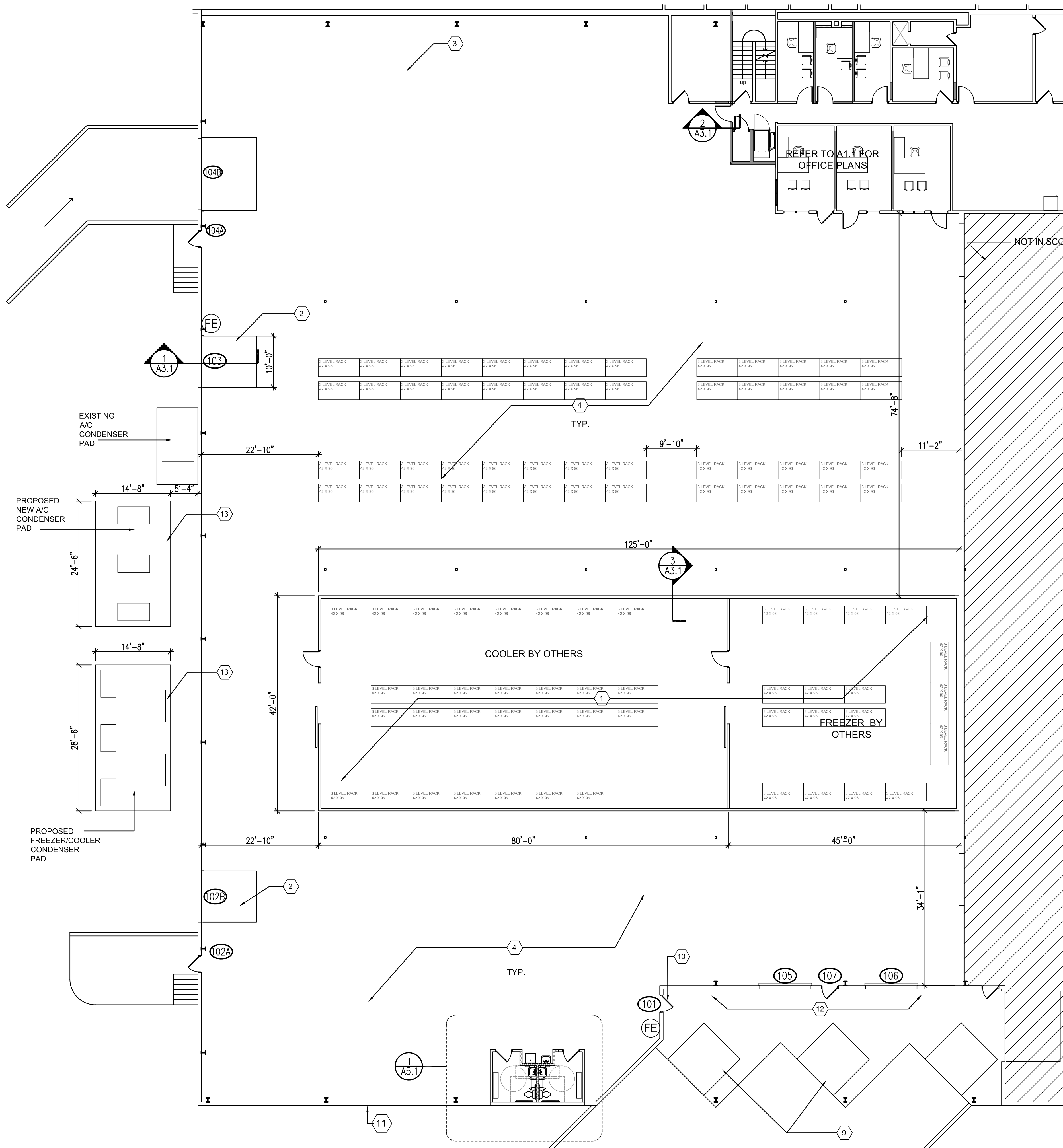
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Project No.: 222047

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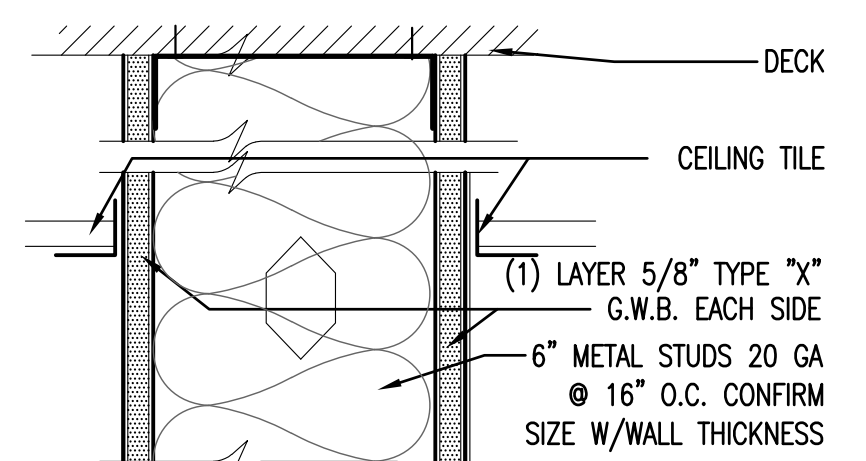
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S:\2022\222047 St. Pete Free Clinic - South Drawings\Current Drawings\A1.0 WAREHOUSE\FLOOR PLAN.dwg



UL RATED #U419 - 1HR PARTITION  
 W-1 PROVIDE RATING STENCILING ON WALL ABOVE CEILING (SECURE WALL TO DECK, SEAL ALL PENETRATIONS WITH FIRE CAULK)



W-2 EXTEND WALL TO DECK (NOT RATED)  
 W-3 EXTEND WALL TO HARD LID ABOVE (WAREHOUSE RR)  
 W-4 EXTEND WALL TO 6" ABOVE CEILING / GRID (MATCH EXISTING)  
 NOTE: WALL TYPES SHOWN AT 6" G.C. TO CONFIRM OFFICE INTERIOR STUD THICKNESS. SOME WALL THICKNESS MAY VARY. USE 3/8" MTL STUD IF REQUIRED TO ALIGN WITH EXISTING WALLS. IF FURTHER DISCREPANCY NOTIFY ARCHITECT.

3" = 1'-0"  
 9" WALL TYPES

**FLOOR PLAN KEYED NOTES**

- 1 NEW 12" INSULATED CONCRETE SLAB THIS AREA. REFER TO STRUCTURAL FOR DETAILS - WITH NEW COOLER FREEZER AS PROVIDED BY C.J. FISHMAN AND INSTALLED BY G.C.
- 2 DEMO SLAB AND INSTALL NEW DOCK BY RITE HITE MODEL RHH-4000 - LEVELER TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS. PROVIDE NEW 10'-0" X 10'-0" INSULATED IMPACT OH DOORS EACH LOCATION. PROVIDE MANUFACTURERS STANDARD HARDWARE. SEE PRODUCT APPROVAL FOR MORE INFO.
- 3 INFILL EXISTING SLAB DEPRESSION SO FLOOR SURFACE IS LEVEL AND FLAT. REFER TO STRUCTURAL DETAILS FOR DOWELING OF NEW CONCRETE.
- 4 ALL ROOF AREAS WITH EXPOSED OPENINGS TO ROOF FROM PREVIOUS TENANT SHALL BE PROPERLY SEALED AND INSULATED TO MATCH ADJACENT.
- 5 PROVIDE HAND SINK AND MOP SINK. REFER TO PLUMBING SPECS
- 6 PROVIDE NEW ADA UNI-SEX RESTROOMS PER PLANS AND SPECIFICATIONS. INCLUDE LOCKERS AS SELECTED BY OWNER.
- 7 PROVIDE NEW TANK-TYPE WATER HEATER ABOVE RESTROOM BLOCK CEILING. REFER TO PLUMBING SPECIFICATIONS.
- 8 SAVARIA V-1504 VERTICAL ADA LIFT IN ENCLOSED FRAME AND G.W.B HOISTWAY PER MANUFACTURER SPECIFICATIONS. PROVIDE SLAB DEPRESSION AT LIFT PER MANUF. SPECIFICATIONS
- 9 EXISTING DOCK LEVELER SYSTEM TO REMAIN
- 10 REMOVE EXISTING DOOR TEMPORARILY AND MODIFY DOOR AND FRAME TO RECEIVE NEW ELECTRIC STRIKE HARDWARE FOR KEY CARD ACCESS. REINSTALL DOOR AND REFURBISH AS REQUIRED. SEE DOOR SCHEDULE.
- 11 ADD NEW 50 AMP POWER FOR EXTERNAL REFRIGERATOR
- 12 PATCH/REPAIR/CLEAN EXTERIOR PANELS, DOCK, AND DOORS AS REQUIRED
- 13 NEW EXTERIOR CONDENSER PADS FOR NEW A/C AND COOLER/FREEZER CONDENSERS, REFER TO STRUCTURAL

**GENERAL FLOOR PLAN NOTES**

FLOORING SHALL BE NEW THROUGHOUT ENTIRETY OF INTERIOR. REFER TO FINISH PLANS.  
 EMERGENCY LIGHTING SHALL MEET REQUIREMENTS OF NFPA 70, 1 & 101, 2017 6TH EDITION.  
 EXIT LIGHTING SHALL MEET REQUIREMENTS OF NFPA 70, 1 & 101, 2017 6TH ED.  
 ALL EXTERIOR DOOR LOCKS SHALL COMPLY WITH NFPA 70, 1 & 101, 2017 6TH ED. INCLUDING NFPA 70, 1, & 101, 2017 6TH EDITION. THUMB TURN LOCKS TO COMPLY WITH EXCEPTION #2. INDICATING LOCKS ARE REQUIRED ON ALL ENTRANCE DOOR INTERIORS.  
 PORTABLE FIRE EXTINGUISHERS ON PLANS SHALL BE IN COMPLIANCE WITH NFPA 70, 1 & 101, 2017 6TH EDITION. THERE SHALL BE A MINIMUM OF ONE EXTINGUISHER PER EVERY 2,500 SQ. FT. MINIMUM SIZE 2A10BC TYPE.  
 THE PROJECT COMPLIES WITH THE ADA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.  
 ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL RECEIVE ONE COAT OF GRAY STANDARD SHOP PAINT. TOUCH-UP BURN MARKS, LABELS AND DISTURBED AREAS IN FIELD (NO OTHER COLOR WILL BE ACCEPTED)  
 THERE SHALL BE A MAXIMUM OF 1/2" FINISHED FLOOR ELEVATION BETWEEN ADJACENT FLOOR SURFACES.  
 ALL FURNITURE BY OWNER  
 SEE SHEET A4.1 FOR DOOR & HARDWARE SCHEDULES.  
 SEE SHEET A4.1 FOR GLAZING ELEVATIONS  
 SEE SHEET A5.1-A5.3 FOR INTERIOR ELEVATIONS.

PARTITION LEGEND	
	NEW PARTITION W-1, W-3, W-4
	NEW PARTIAL HEIGHT PARTITION W-3
	EXISTING PARTITION
	EXISTING DEMOLISHED

**1 FLOOR PLAN**  
 SCALE: 3/32"=1'-0"

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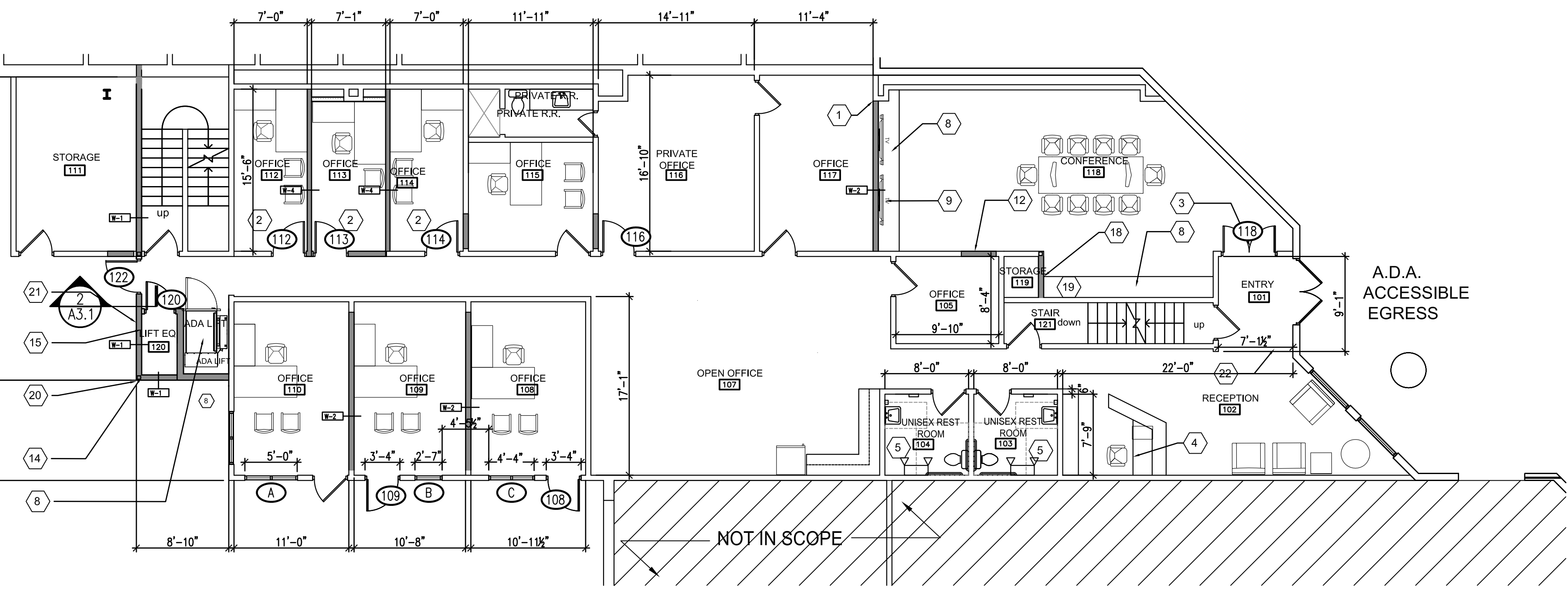
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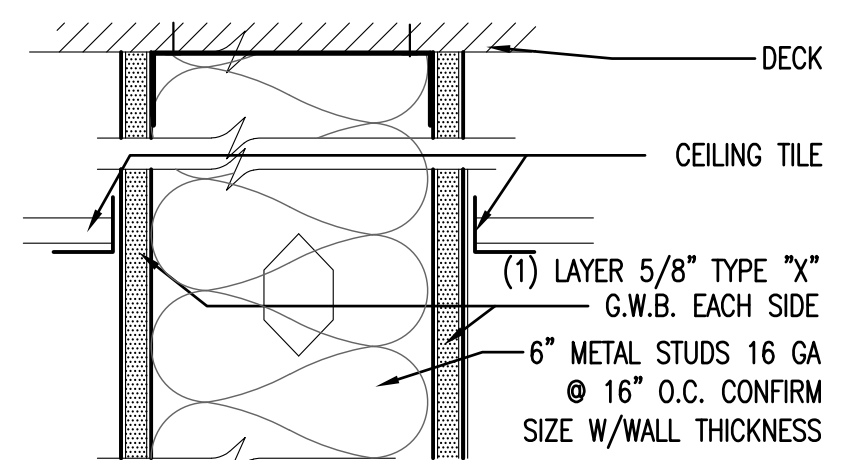
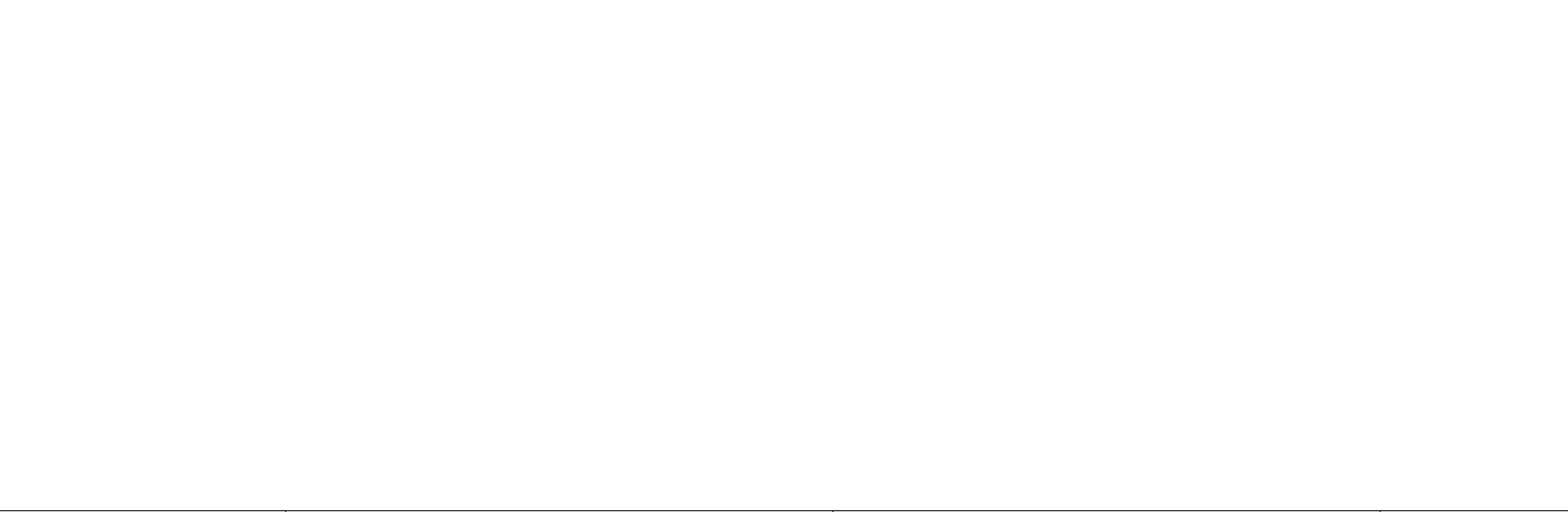
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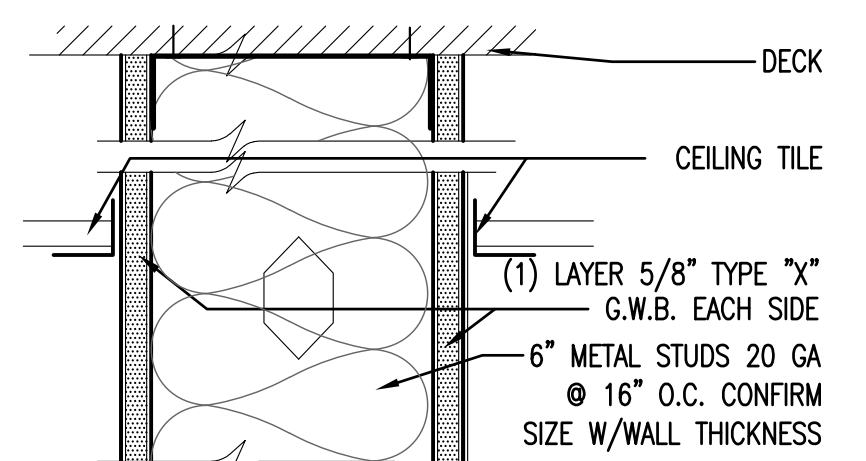
**2** 2ND FLOOR PLAN  
SCALE: 1/8"=1'-0"



**1** 1ST FLOOR PLAN  
SCALE: 1/8"=1'-0"



**UL RATED #U419 - 1HR PARTITION**  
W-1 PROVIDE RATING STENCILING ON WALL ABOVE CEILING (SECURE WALL TO DECK, SEAL ALL PENETRATIONS WITH FIRE CAULK)



W-2 EXTEND WALL TO DECK (NOT RATED)  
W-3 EXTEND WALL TO HARD LID ABOVE (WAREHOUSE RR)  
W-4 EXTEND WALL TO 6" ABOVE CEILING / GRID (MATCH EXISTING)

NOTE: ALL WALL TYPES SHOWN AT 6" G.C. TO CONFIRM OFFICE INTERIOR STUD THICKNESS. SOME WALL THICKNESS MAY VARY. USE 3/8" MTL. STUD IF REQUIRED TO ALIGN WITH EXISTING WALLS. IF FURTHER DISCREPANCY NOTIFY ARCHITECT.

3" = 1'-0"  
9-WALL TYPES

**FLOOR PLAN KEYED NOTES**

- 1 ALIGN NEW PARTITION WITH EXISTING
- 2 ADJUST EXISTING HVAC DIFFUSERS THIS AREA AS REQUIRED
- 3 PROVIDE NEW WOOD FULL-LITE CONFERENCE ROOM DOORS TO FIT IN EXISTING OPENING.
- 4 RECEPTION DESK AS PROVIDED BY OWNER, INSTALLED BY GC
- 5 PROVIDE NEW FIXTURES, GRAB BARS, FLOORING, MILLWORK FOR EXISTING RESTROOMS. RE-PAINT AND FINISH PER OWNER SPECIFICATIONS.
- 6 NEW MILLWORK TO INCLUDE BASE CABINET WITH COUNTER HEIGHT AT 2'-10" A.F.F., UPPER CABINETS, SINK, REFRIGERATOR, AND MICROWAVE. OWNER TO PROVIDE EQUIPMENT GC. TO INSTALL.
- 7 RE-CIRCUIT EXISTING LIGHT FIXTURES THESE ROOMS TO PROVIDE INDIVIDUAL SWITCHES IN EACH PRIVATE OFFICE.
- 8 MILLWORK COUNTER HEIGHT WITH INTERIOR ADJUSTABLE HEIGHT SHELVES FOR STORAGE THIS AREA
- 9 PROVIDE POWER AND DATA AS REQUIRED FOR TV MONITOR(S) THIS AREA. CONFIRM FINAL HEIGHT/LOCATIONS WITH OWNER.
- 10 PROVIDE FULL HEIGHT BUTT-GLAZED WALL WITH FROSTED FILM FOR MIDDLE 30% OF GLASS PANEL
- 11 NEW UNI-SEX ADA RESTROOM BLOCK PER PLAN
- 12 INFILL OPENING WITH NEW METAL FRAMING AND GYP. BD. TO MATCH ADJACENT PARTITION TYPE AND CONSTRUCTION
- 13 PROVIDE WATER HEATER IN MILLWORK
- 14 NEW IN-FILLED PARTITION TO MATCH 1HR RATING OF ADJACENT PARTITION, SEE PARTITION DETAIL THIS SHEET
- 15 PARTITION AROUND NEW WINDOWS AND DOORS TO MAINTAIN 1HR RATING
- 16 NEW HALLOW METAL FRAMED INTERIOR WINDOW TO MATCH ADJACENT EXISTING
- 17 NEW HALLOW METAL FRAMED INTERIOR FIRE-LITE WINDOW TO MATCH ADJACENT EXISTING
- 18 LOCATE NEW PARTITION AT EXISTING COLUMN, VERIFY LOCATION IN FIELD
- 19 PROVIDE FIVE (5) NEW PLASTIC LAMINATE SHELVES ON STANDARDS AND BRACKETS ON LENGTH OF BACK PARTITION, PROVIDE BLOCKING IN PARTITION AS REQUIRED
- 20 PROVIDE NEW STEEL COLUMN INSIDE WALL AND NEW FLOOR FRAMING FOR LANDING AREA. REFER TO STRUCTURAL
- 21 RATED WALL TO DECK THIS AREA PROVIDING ENCLOSURE TO STAIR AND LIFT PER PLAN
- 22 PROVIDE NEW ROLL SHUTTER WITH FUSIBLE LINK AS REQUIRED TO MAINTAIN 1-HR ENCLOSURE AT ENTRY

**GENERAL FLOOR PLAN NOTES**

FLOORING SHALL BE NEW THROUGHOUT ENTIRETY OF INTERIOR. REFER TO FINISH PLANS.  
EMERGENCY LIGHTING SHALL MEET REQUIREMENTS OF FPPC 2020 7TH ED. INCLUDING NFPA 70, 1 & 101, 2017 6TH EDITION.  
EXIT LIGHTING SHALL MEET REQUIREMENTS OF FPPC 2020 7TH ED. INCLUDING NFPA 70, 1, & 101, 2017 6TH ED.  
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THE PROJECT COMPLIES WITH THE ADA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.  
ALL STRUCTURAL AND MISCELLANEOUS STEEL SHALL RECEIVE ONE COAT OF GRAY STANDARD SHOP PAINT. TOUCH-UP BURN MARKS, LABELS AND DISTURBED AREAS IN FIELD (NO OTHER COLOR WILL BE ACCEPTED)  
THERE SHALL BE A MAXIMUM OF 1/2" FINISHED FLOOR ELEVATION BETWEEN ADJACENT FLOOR SURFACES.  
ALL FURNITURE BY OWNER  
SEE SHEET A4.1 FOR DOOR & HARDWARE SCHEDULES.  
SEE SHEET A4.1 FOR GLAZING ELEVATIONS  
SEE SHEET A5.1-A5.3 FOR INTERIOR ELEVATIONS.

PARTITION LEGEND	
	NEW PARTITION W-1, W-3, W-4
	NEW PARTIAL HEIGHT PARTITION W-3
	EXISTING PARTITION
	EXISTING DEMOLISHED

NOT FOR CONSTRUCTION

OFFICE PLANS, ENLARGED RESTROOMS, AND SCHEDULES

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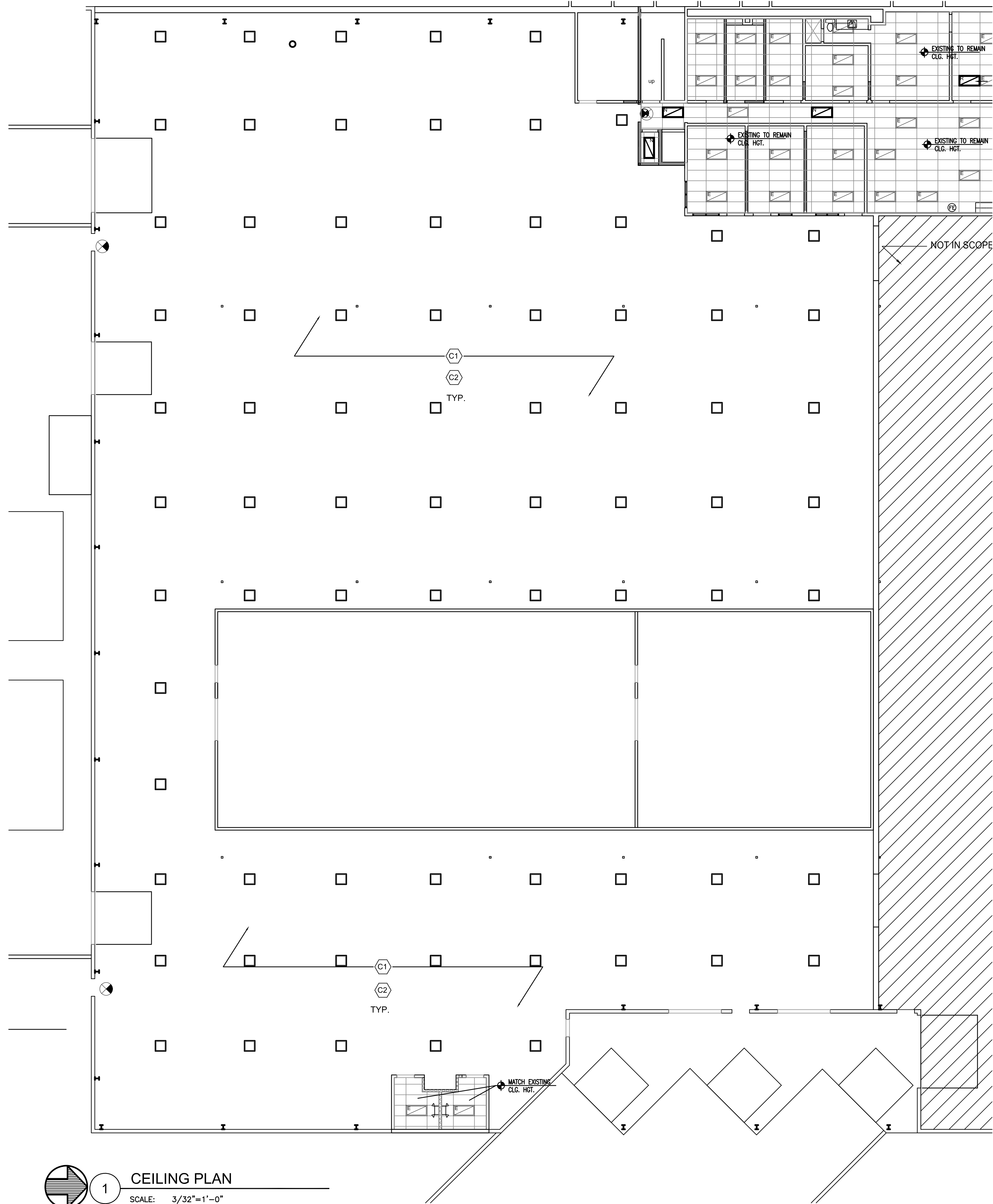
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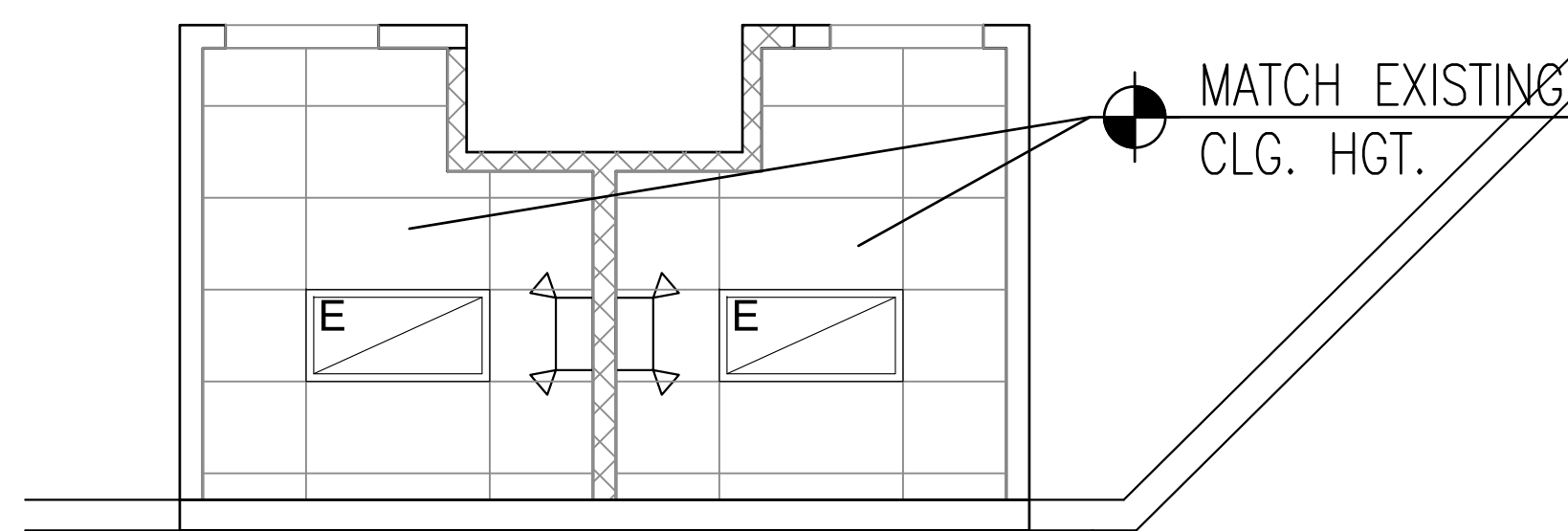
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**1 CEILING PLAN**  
SCALE: 3/32"=1'-0"



**2 ENLARGED RESTROOM CEILING PLAN**  
SCALE: 1/4"=1'-0"

**CEILING PLAN NOTES**

LIGHTS, FIXTURES, EXIT SIGNS AND OTHER CEILING ACCESSORIES ARE SHOWN FOR FIXTURE TYPE AND LOCATION ONLY. REFER TO ELECTRICAL DRAWINGS FOR INFORMATION ON POWER REQUIREMENTS, CIRCUITING SWITCHING, FIXTURE SPECIFICATIONS, AND EMERGENCY LIGHTING.

REFER TO MECHANICAL DRAWINGS FOR ALL HVAC REGISTER LOCATIONS.

ALL UNUSED ROOF PENETRATIONS AS CREATED BY DEMO AND ALL AREAS OF DAMAGED INSULATION TO BE PATCHED AND REPAIRED AS REQUIRED TO LIKE NEW CONDITION.

COORDINATE CEILING INSTALLATION WITH OWNERS CONSTRUCTION SCHEDULE TO ALLOW OWNER TO COMPLETE ANY ABOVE CEILING WORK.

IF ANY DISCREPANCY EXISTS BETWEEN DRAWINGS AND FIELD OR ARCHITECT AND ENGINEERING DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY.

**LEGEND**

- EXISTING RECESSED 2X4 FIXTURE (SEE ELECTRICAL)
- RELOCATED RECESSED 2X4 FIXTURE (SEE ELECTRIC)
- NEW RECESSED 2X4 FIXTURE (SEE ELECTRICAL)
- OWNER PENDANT FIXTURE (SEE ELECTRICAL)
- HIGH-BAY LIGHT FIXTURE (SEE ELECTRICAL)
- WALL-PACK LIGHT FIXTURE (SEE ELECTRICAL)
- EXIT SIGNAGE W/BATTERY BACKUP
- COMBINATION EXIT SIGNAGE /EMERGENCY LIGHT
- EMERGENCY LIGHT W/BATTERY BACKUP
- CEILING GRID & A.C.T.

**CEILING PLAN NOTES**

- EXPOSED STRUCTURE.
- PATCH AND REPAIR INSULATION AND DECKING. MATCH EXISTING ADJACENT. PAINT TO MATCH.

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**CEILING PLAN- WAREHOUSE**  
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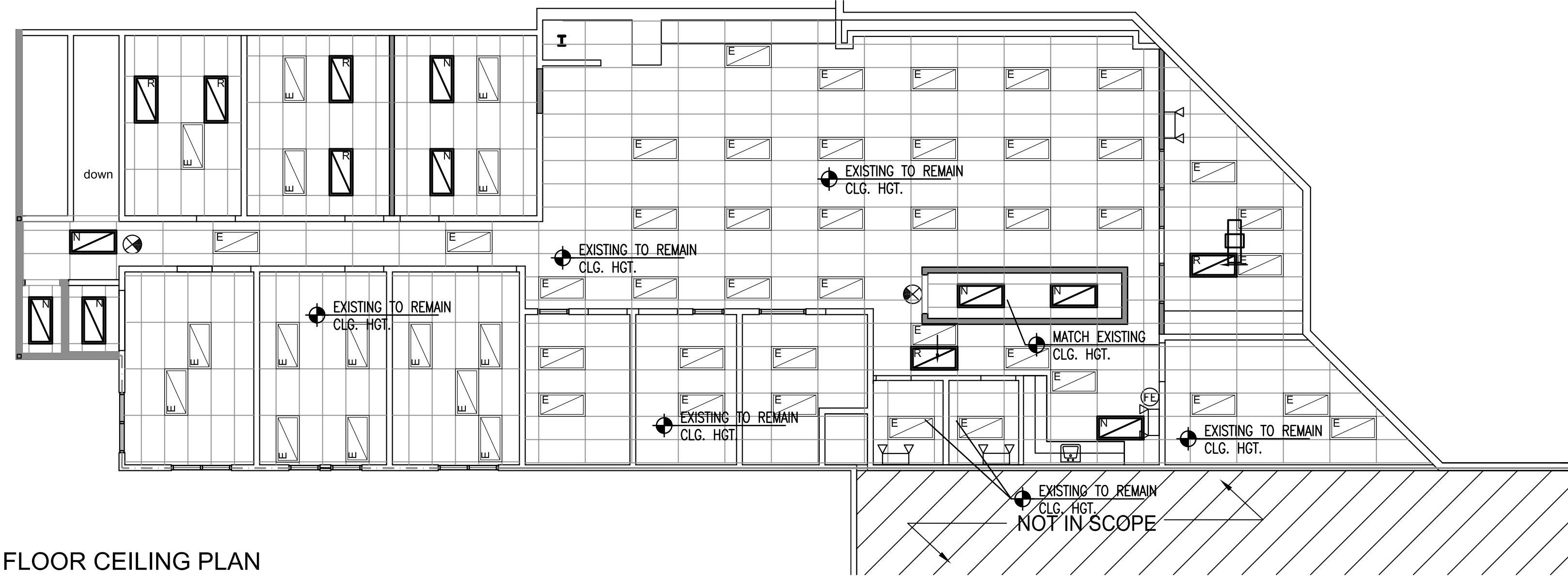
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ARCHITECT AR91712

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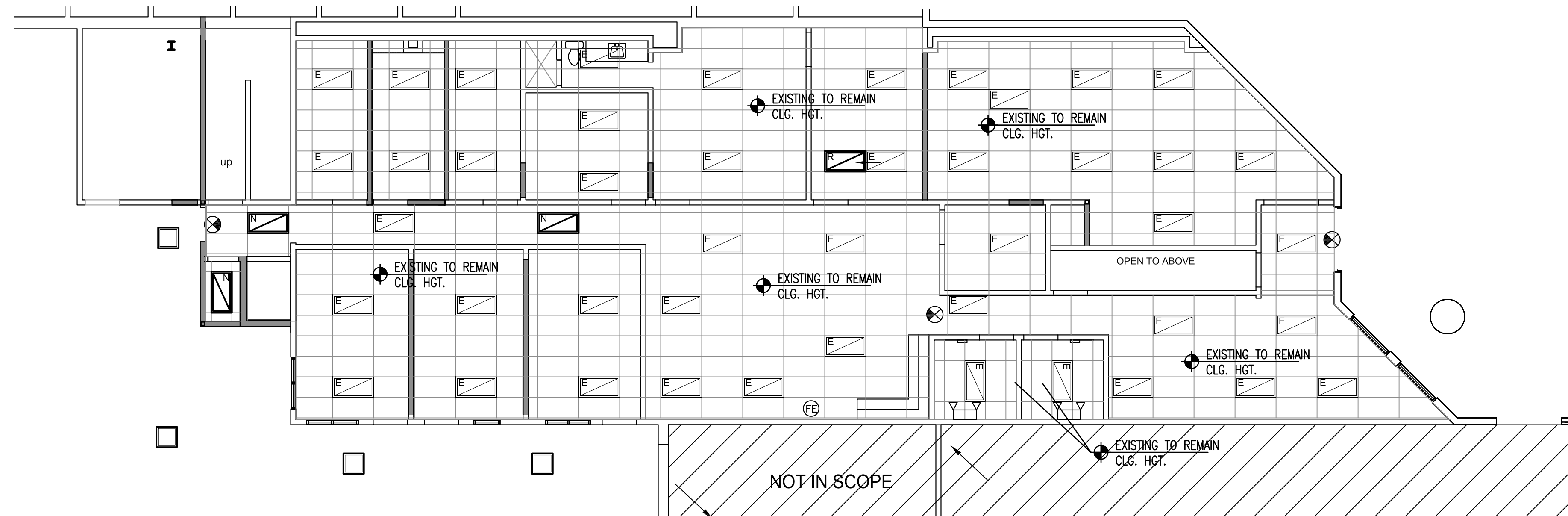
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**2** 2ND FLOOR CEILING PLAN  
SCALE: 1/8"=1'-0"



**1** 1ST FLOOR CEILING PLAN  
SCALE: 1/8"=1'-0"

**CEILING PLAN NOTES**

- Ⓒ1 EXPOSED STRUCTURE.
- Ⓒ2 PATCH AND REPAIR INSULATION AND DECKING. MATCH EXISTING ADJACENT. PAINT TO MATCH.

**CEILING PLAN NOTES**

LIGHTS, FIXTURES, EXIT SIGNS AND OTHER CEILING ACCESSORIES ARE SHOWN FOR FIXTURE TYPE AND LOCATION ONLY. REFER TO ELECTRICAL DRAWINGS FOR INFORMATION ON POWER REQUIREMENTS, CIRCUITING SWITCHING, FIXTURE SPECIFICATIONS, AND EMERGENCY LIGHTING.

REFER TO MECHANICAL DRAWINGS FOR ALL HVAC REGISTER LOCATIONS.

ALL UNUSED ROOF PENETRATIONS AS CREATED BY DEMO AND ALL AREAS OF DAMAGED INSULATION TO BE PATCHED AND REPAIRED AS REQUIRED TO LIKE NEW CONDITION.

COORDINATE CEILING INSTALLATION WITH OWNERS CONSTRUCTION SCHEDULE TO ALLOW OWNER TO COMPLETE ANY ABOVE CEILING WORK.

IF ANY DISCREPANCY EXISTS BETWEEN DRAWINGS AND FIELD OR ARCHITECT AND ENGINEERING DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY.

**LEGEND**

- EXISTING RECESSED 2X4 FIXTURE (SEE ELECTRICAL)
- RELOCATED RECESSED 2X4 FIXTURE (SEE ELECTRICAL)
- NEW RECESSED 2X4 FIXTURE (SEE ELECTRICAL)
- OWNER PENDANT FIXTURE (SEE ELECTRICAL)
- HIGH-BAY LIGHT FIXTURE (SEE ELECTRICAL)
- WALL-PACK LIGHT FIXTURE (SEE ELECTRICAL)
- EXIT SIGNAGE W/BATTERY BACKUP
- COMBINATION EXIT SIGNAGE /EMERGENCY LIGHT
- EMERGENCY LIGHT W/BATTERY BACKUP
- CEILING GRID & A.C.T.
- ELECTRICAL PANEL

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ARCHITECT AR91712

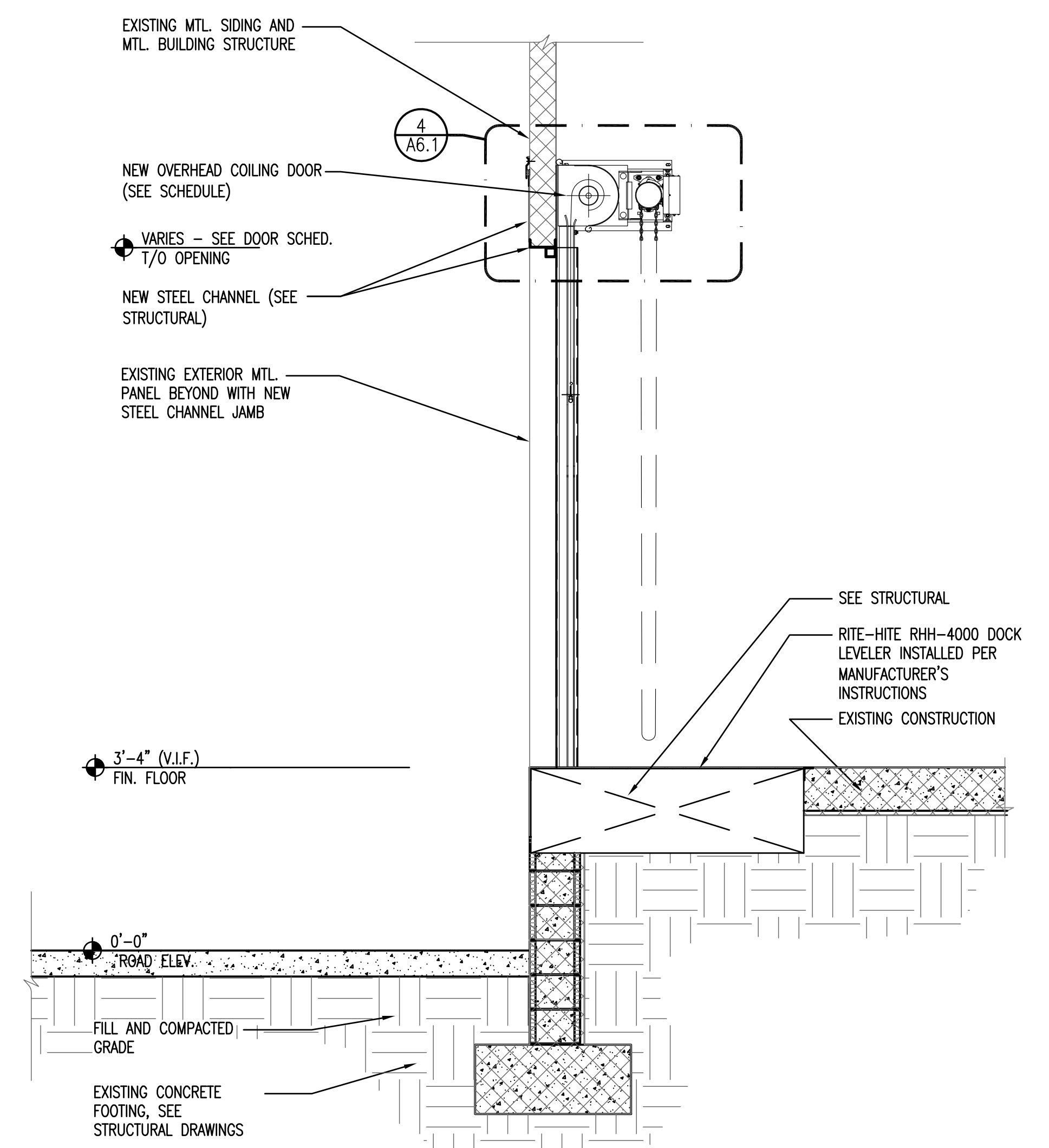
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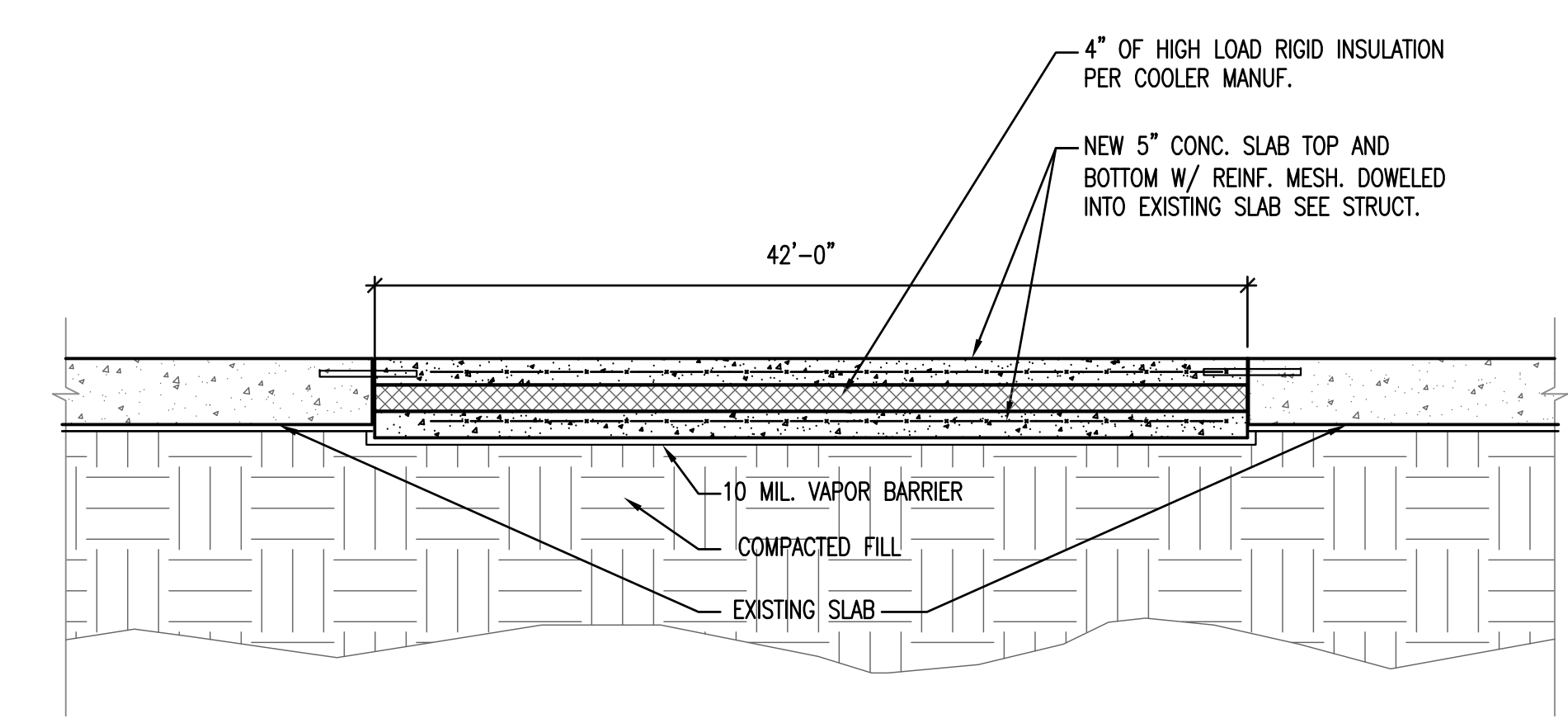


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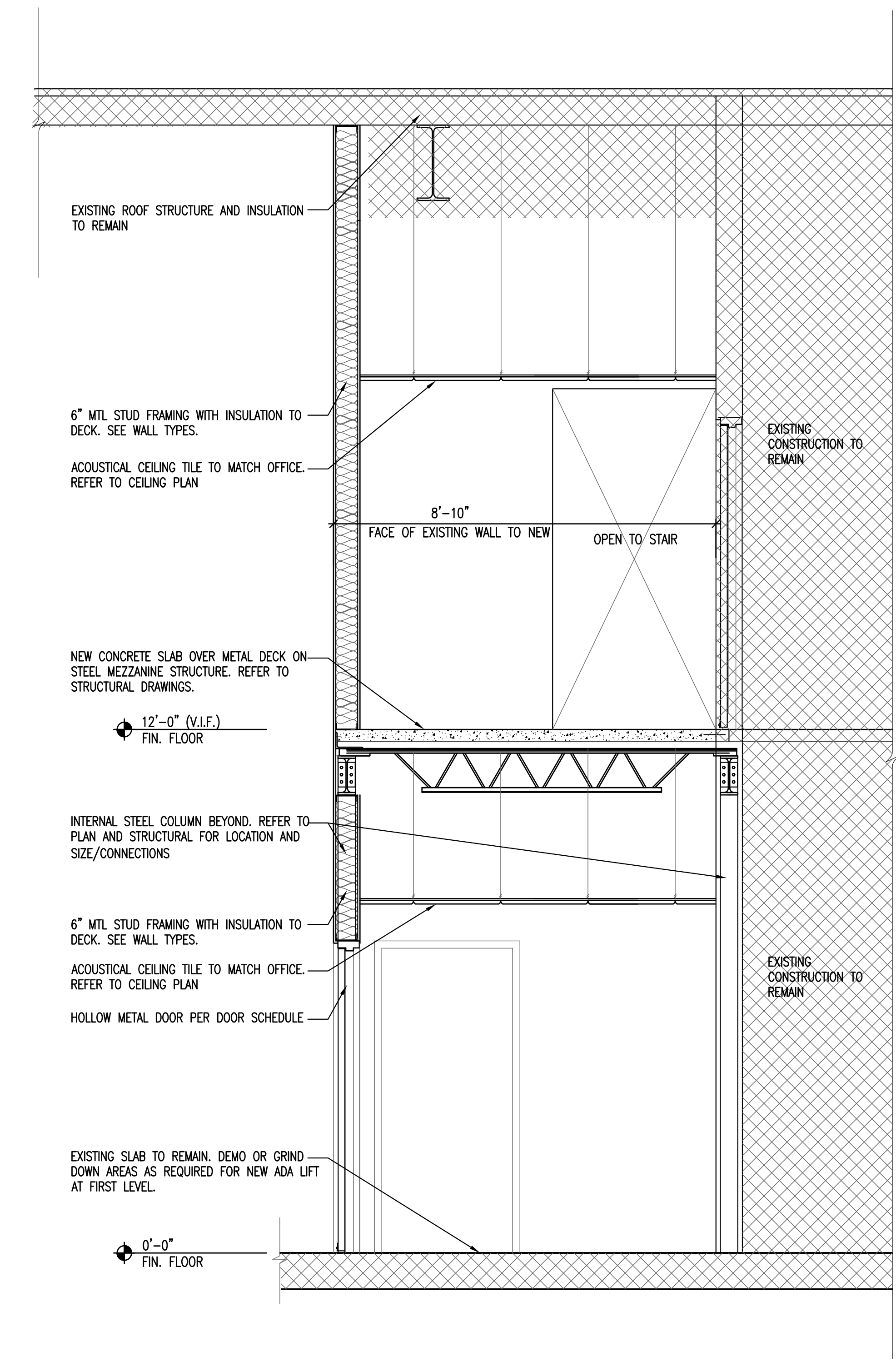
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**1 SECTION**  
SCALE: 1/2"=1'-0"



**3 SECTION**  
SCALE: 1/2"=1'-0"



**2 SECTION**  
SCALE: 1/2"=1'-0"

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**DOOR SCHEDULE WAREHOUSE** \*UNMARKED DOORS ARE EXISTING TO REMAIN \*\*ALL ROLL DOORS TO BE NEW IMPACT/INSULATED

MARK	SIZE	DESCRIPTION	DOOR			FRAME		GLASS
			TYPE	THICKNESS	MATERIAL	MATERIAL	TYPE	
101	3'-0"x7'-0"	KEY CARD ACCESS HARDWARE FOR DOOR AND FRAME.	B	1 3/4"	HM	HM	2	-
102A, 104A, 107	3'-0"x7'-0"	EXISTING TO REMAIN. REPAIR/PAINT AS REQUIRED	-	-	-	-	-	-
102B, 103, 105, 106	10'-0"x10'-0"	NEW INSULATED IMPACT OH DOORS FOR EACH LOCATION. PROVIDE MANUFACTURERS STANDARD HARDWARE.	C	-	-	-	-	-
104B	14'-0"x10'-6"	NEW INSULATED IMPACT OH DOORS FOR EACH LOCATION. PROVIDE MANUFACTURERS STANDARD HARDWARE.	C	-	-	-	-	-

NOTES:  
 1) ALL LOCKING DOORS TO ALLOW FREE ACCESS IN PATH OF EGRESS AT ALL TIMES.  
 2) DOORS TO ALL MATCH IN COLOR, FINISH AND SIZE UNLESS NOTED OTHERWISE.  
 3) ALL EXTERIOR DOOR LOCKS SHALL COMPLY WITH NFPA 101. INDICATING LOCKS REQUIRED ON ALL ENTRANCE DOORS.  
 4) THE PROJECT COMPLIES WITH THE ADA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.  
 5) VERIFY DIMENSIONS IN FIELD

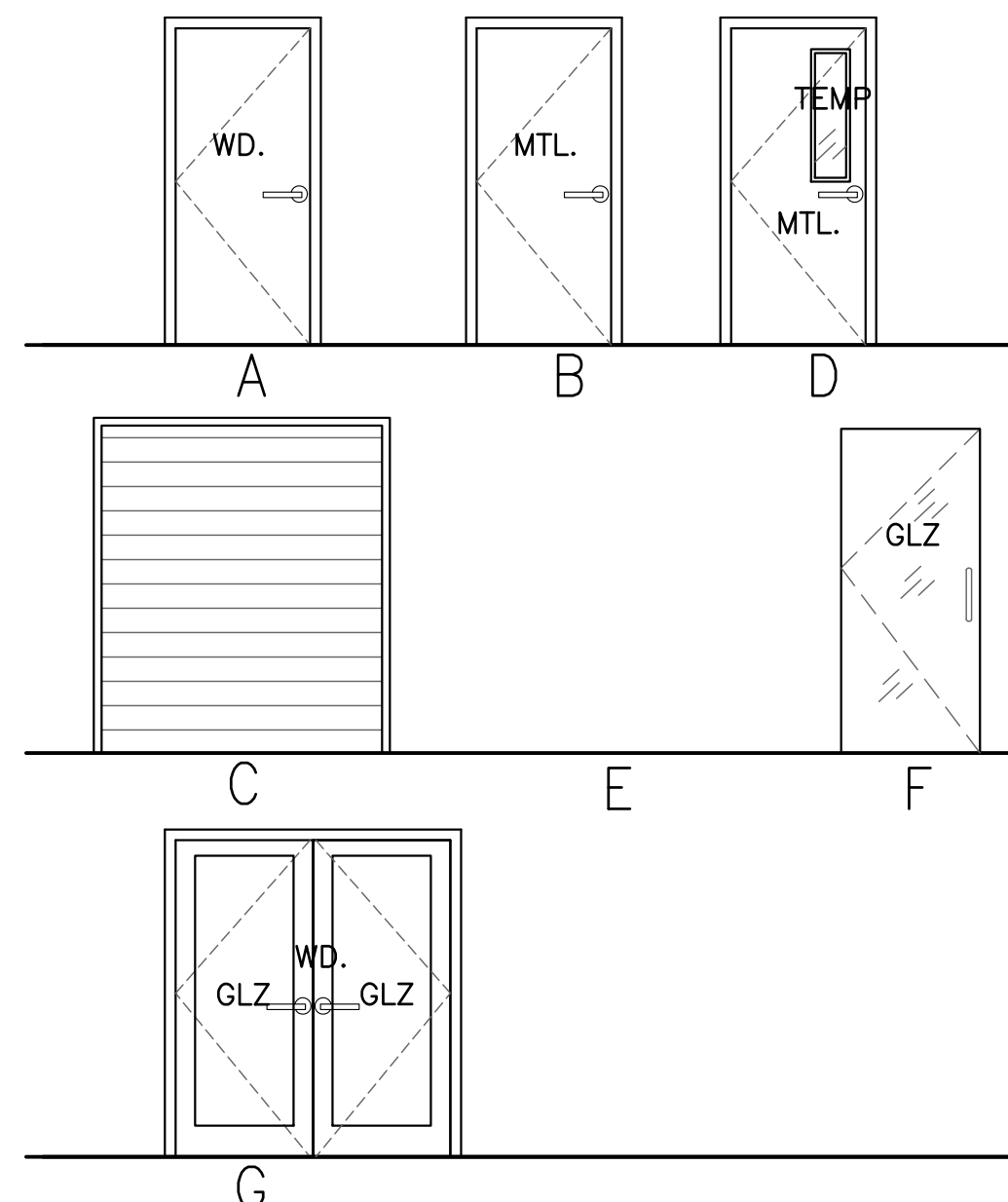
**DOOR SCHEDULE OFFICE** \*UNMARKED DOORS ARE EXISTING TO REMAIN

MARK	SIZE	DESCRIPTION	DOOR			FRAME		GLASS	RATING
			TYPE	THICKNESS	MATERIAL	MATERIAL	TYPE		
112, 113, 114, 116, 120, 208, 209, 216	3'-0"x7'-0"	OFFICE FUNCTION LEVER SET, KEYED TO MASTER, 3 HINGES, WALL STOP AND SILENCERS	A	1 3/4"	WD	HM	2	-	-
215	3'-0"x7'-0"	FRAMELESS GLASS DOOR- BUTT GLAZED SYSTEM, PASSAGE SET HARDWARE BY STOREFRONT MANUFACTURER	F	1/2"	GL.	GL.	-	TEMP	
118	PAIR 3'-0"x7'-0"	20 MIN. RATED PASSAGE FUNCTION LEVER SET, 3 HINGES EACH, WALL STOP AND SILENCERS (GLASS TO BE FIRE GLASS)	G	1 3/4"	WD	HM	3	-	20
108, 109	3'-0"x7'-0"	60-MIN RATED, OFFICE FUNCTION LEVER SET, KEYED TO MASTER, 3 HINGES, WALL STOP AND SILENCERS	D	1 3/4"	HM	HM	2	-	60
217	3'-0"x7'-0"	60-MIN RATED, EGRESS EXIT HARDWARE WITH CRASH BAR	D	1 3/4"	HM	HM	2	-	60

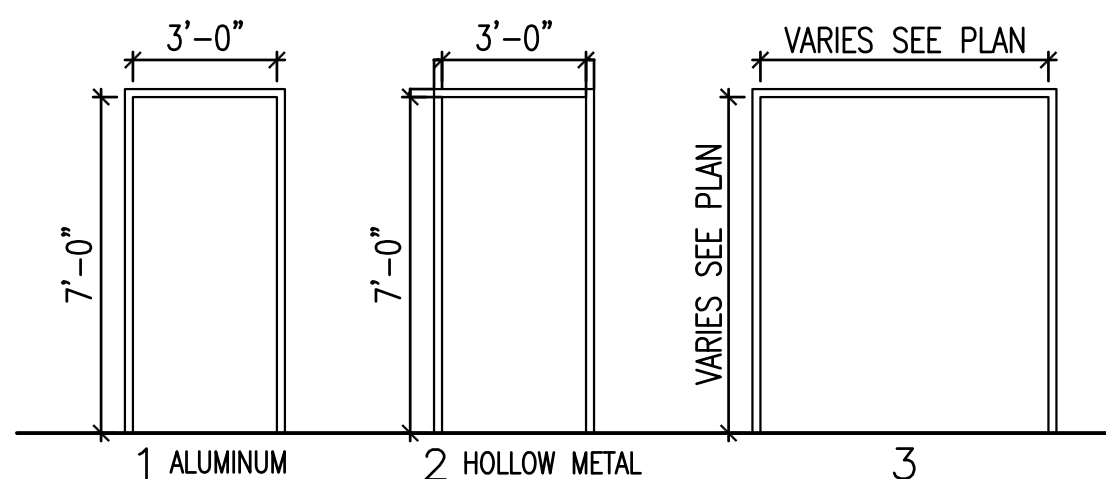
NOTES:  
 1) ALL LOCKING DOORS TO ALLOW FREE ACCESS IN PATH OF EGRESS AT ALL TIMES.  
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 3) ALL EXTERIOR DOOR LOCKS SHALL COMPLY WITH NFPA 101. INDICATING LOCKS REQUIRED ON ALL ENTRANCE DOORS.  
 4) THE PROJECT COMPLIES WITH THE ADA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION.  
 5) VERIFY ALL DIMENSIONS IN FIELD.

\*ALL DOORS ARE TO MATCH EXISTING, REUSE DEMO'D DOORS WHERE POSSIBLE

**DOOR TYPES**



**FRAME TYPES**

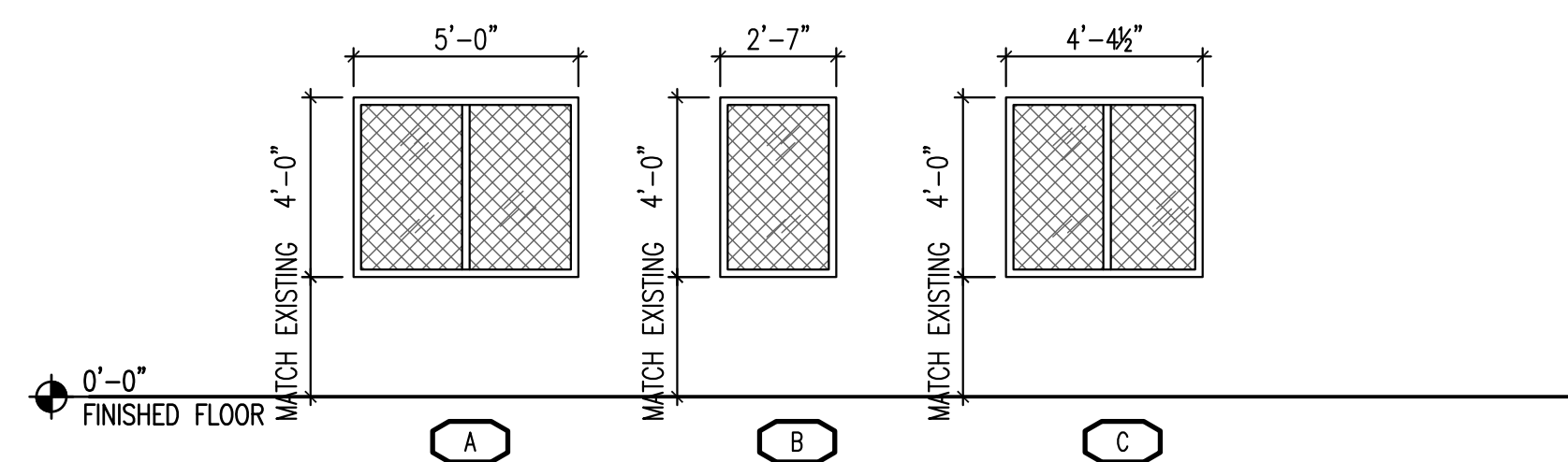


**ROOM FINISH SCHEDULE**

ROOM NUMBER	ROOM NAME	FLOOR MATERIAL	BASE MATERIAL	CEILING MATERIAL	CEILING HEIGHT	REMARKS
	OPEN WAREHOUSE	EC-1	--	EXPOSED STRUCTURE	VARIES	EPOXY PAINT EXISTING FLOOR SLAB
	WAREHOUSE RESTROOMS	VCT-1		ACT-1	9'-0"	
	ALL OFFICE AREAS	CPT-1	B-1	ACT-1	---	
	OFFICE RESTROOMS			EXISTING TO REMAIN		EXISTING TO REMAIN

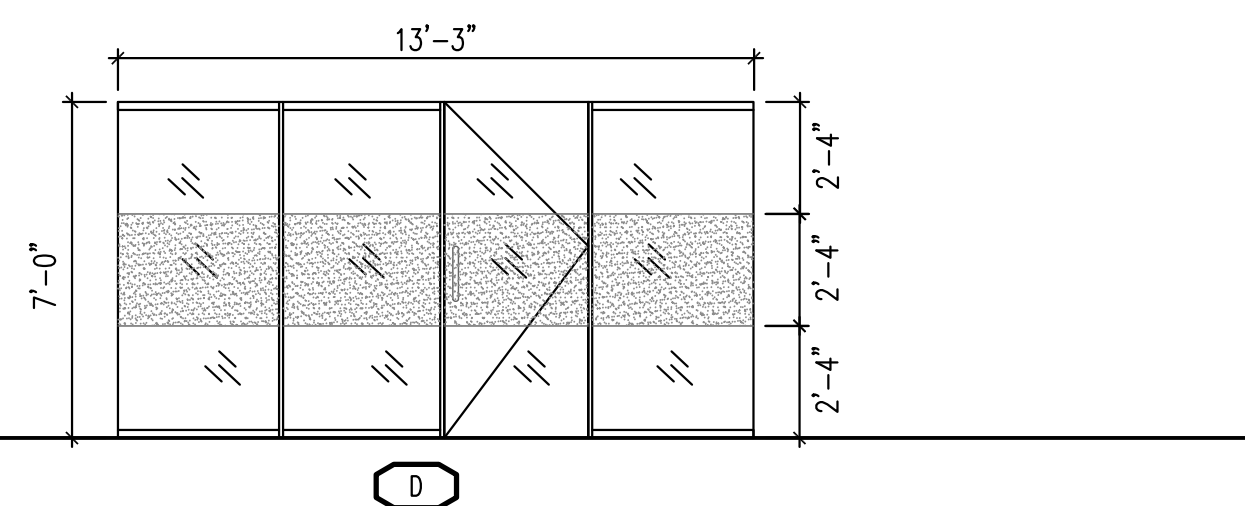
**LIST OF INTERIOR FINISHES**

TAG	DESCRIPTION	MANUF.	STYLE	COLOR	REMARKS
B-1	4" HIGH BASE	JOHNSONITE	COVE BASE	TBD- BY OWNER	
VCT-1	VINYL COMPOSITION TILE	ARMSTRONG	EXCELERON	TBD- BY OWNER	
ACT-1	2' X 4' ACOUSTICAL TILE CEILING	ARMSTRONG	15/16" T-BAR GRID- DUNE *1776*-REGULAR EDGE	WHITE	CLASS A NON-COMBUSTABLE
P-1	PAINT (WALL)	SHERWIN WILLIAMS	EGGSHELL	WHITE SAND	
P-2	PAINT (H.M. DOOR FRAMES)	SHERWIN WILLIAMS	SEMI-GLOSS	WHITE SAND	
EC-1	EXPOSED CONCRETE SLAB				
CPT-1	CARPET TILE				AS SELECTED BY OWNER



**1 WAREHOUSE GLAZING ELEVATIONS**

SCALE: 1/4"=1'-0"  
 GLASS LOCATED IN 1-HR RATED WALL TO BE ETCHED FIRE GLASS



**2 OFFICE GLAZING ELEVATIONS**

SCALE: 1/4"=1'-0"  
 NOTES:  
 1) GLAZING TYPE "A" IS INTERIOR GLAZING AND IS TO BE TEMPERED CLEAR GLASS.  
 2) CENTER PORTION - PROVIDE 3M FROSTED FILM AS SELECTED BY OWNER

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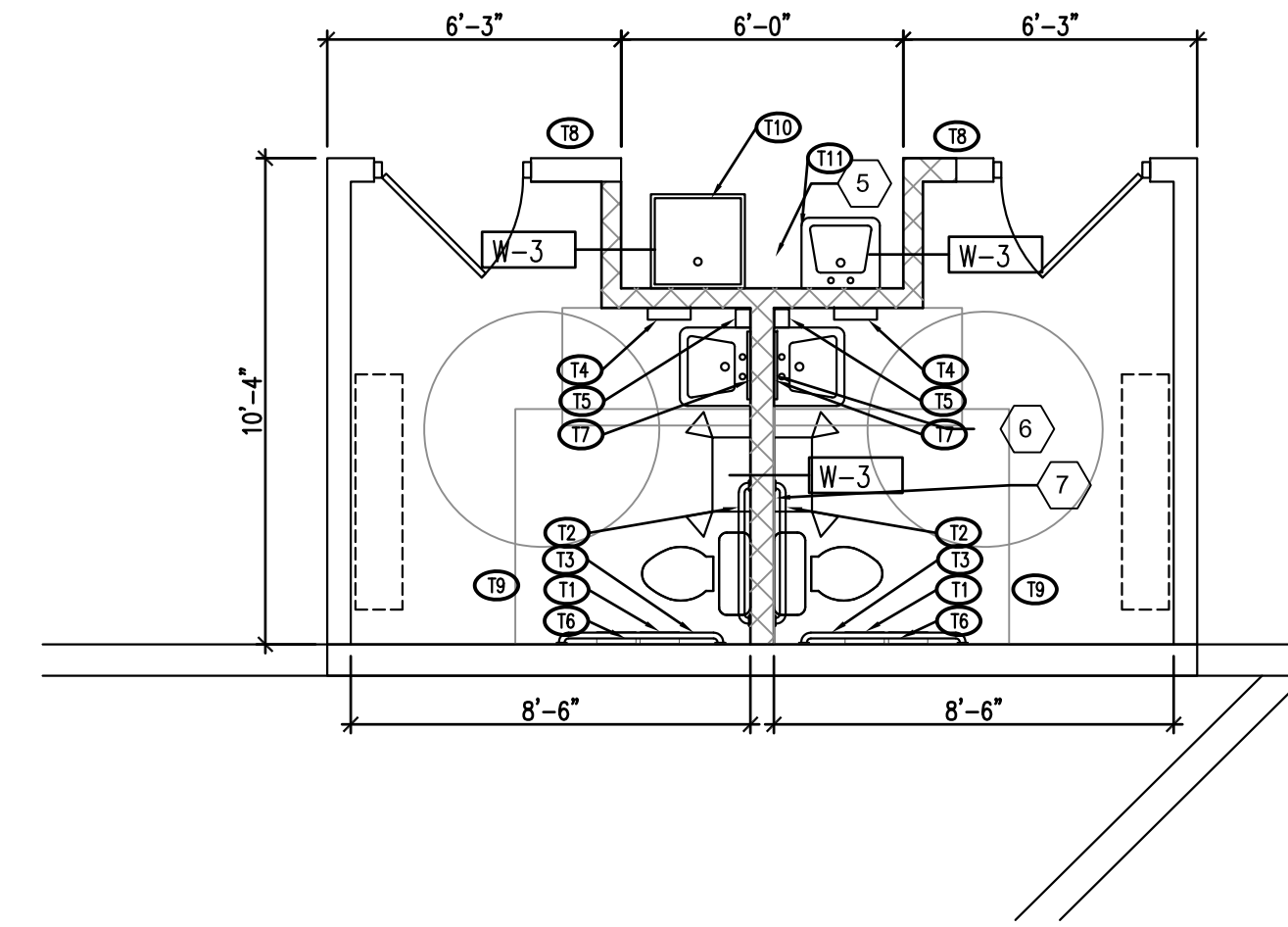
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 ARCHITECT AR91712

**A4.1**

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 Project No.: 222047

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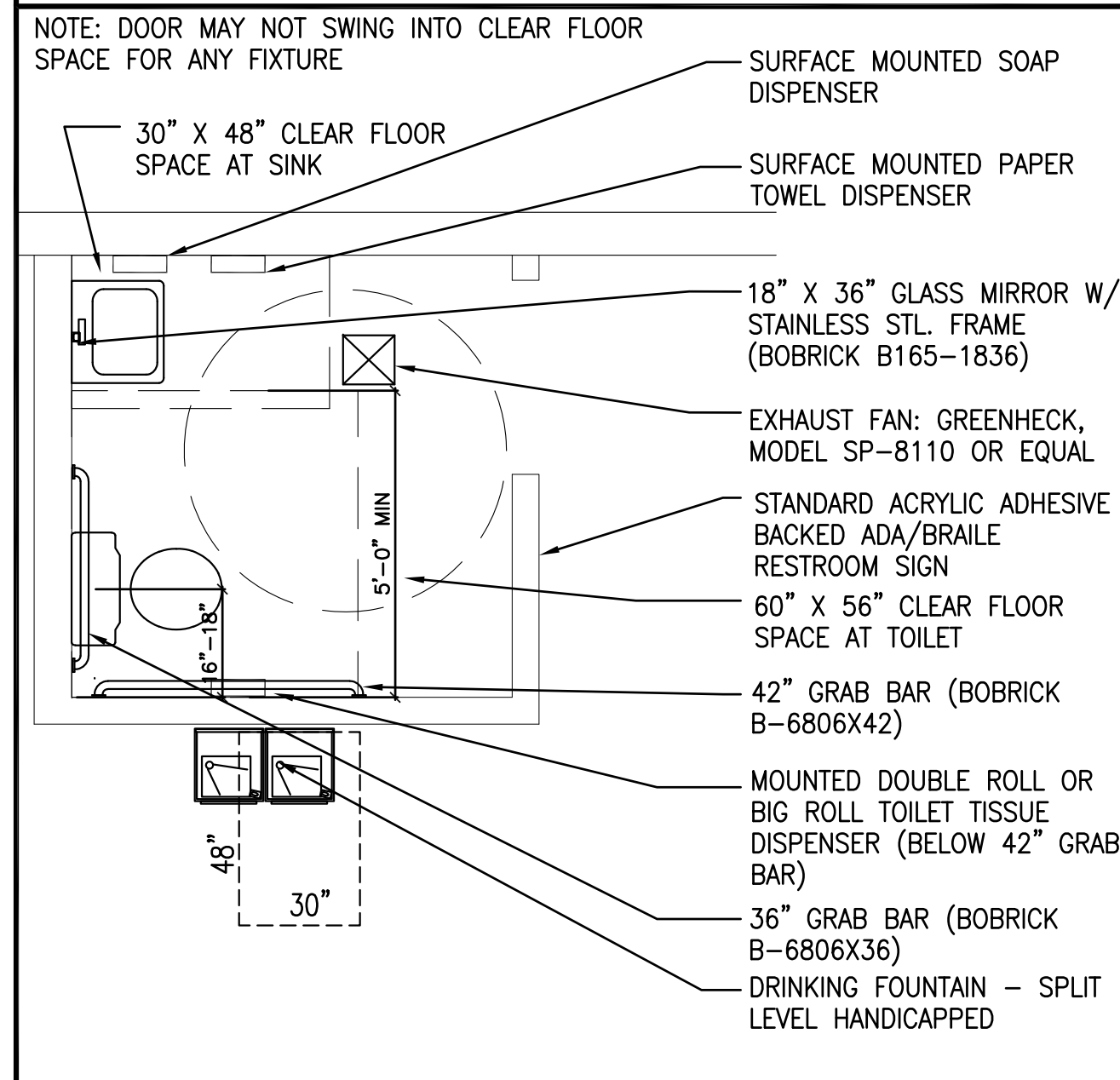
**1 WAREHOUSE R.R. FLOOR PLAN**  
SCALE: 1/4"=1'-0"

**ACCESSORY SCHEDULE**

MARK	DESCRIPTION	MOUNTING	MANUF.	MODEL	MTG.HT.	FINISH	REMARKS
T1	TOILET TISSUE DISPENSER	SURFACE	BOBRICK	B-2888	16" CENTER	US32D	
T2	GRAB BAR - 36"	SURFACE	BOBRICK	B-6806.99 X 36	34" TOP	US32D	
T3	GRAB BAR - 42"	SURFACE	BOBRICK	B-6806.99 X 42	34" TOP	US32D	
T4	PAPER TOWEL DISPENSER	SURFACE	BOBRICK	B-262			
T5	SOAP DISPENSER	SURFACE	BOBRICK	B-40	39" TO BOT.	US32D	
T6	SANITARY NAPKIN DISPOSAL	SURFACE	BOBRICK	B-270	27" TOP	US32D	
T7	STAINLESS FRAME MIRROR	SURFACE	BOBRICK	B-294-24X36	40" TO BOT.	-	
T8	STANDARD ADA BRAILLE RESTROOM SIGN	SURFACE					
T9	EXHAUST FAN						SEE MECHANICAL
T10	MOP SINK						SEE PLUMBING
T11	HAND WASH STATION						SEE PLUMBING

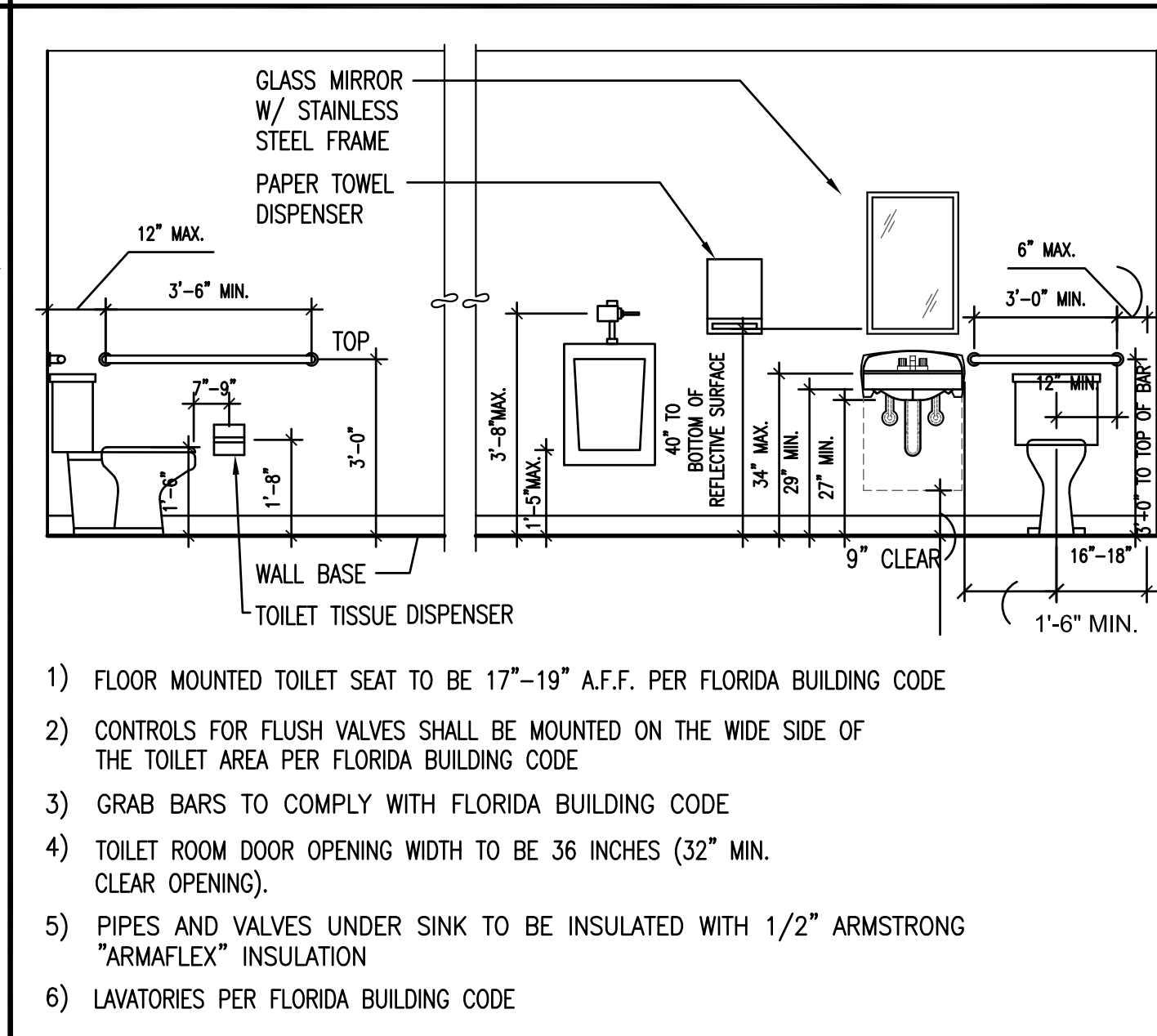
**TYPICAL TOILET ACCESSORIES**

FIXTURES AND ACCESSORIES INDICATED IN TYPICAL SITUATIONS, SOME COMPONENTS MAY OR MAYNOT BE USED IN EVERY PROJECT. REFER TO ACTUAL FLOORPLAN AND NOTES. EQUAL PRODUCTS MAY BE SUBSTITUTED AS APPROVED BY ARCHITECT.



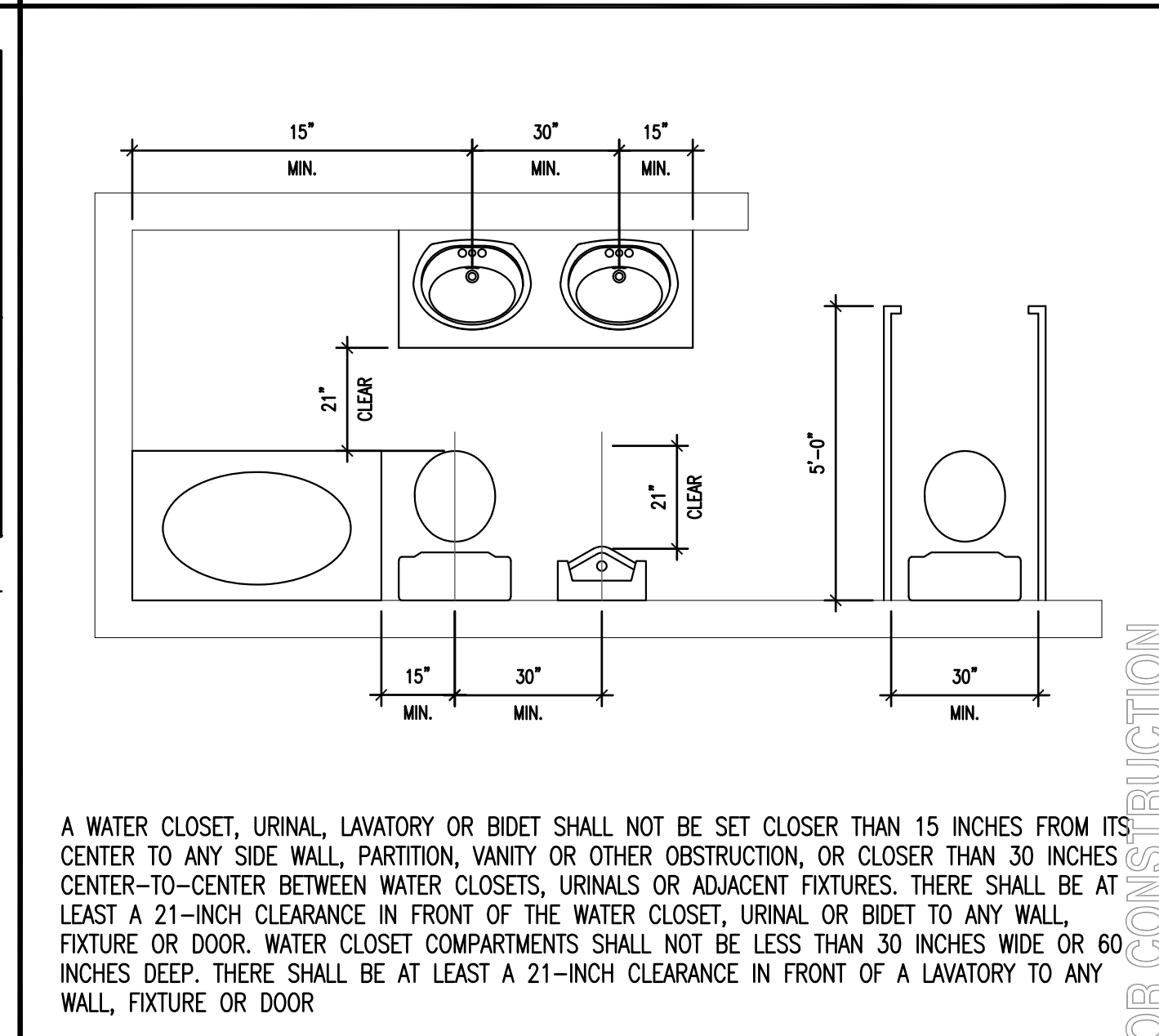
**TYPICAL MOUNTING HEIGHTS**

FIXTURES AND ACCESSORIES INDICATED IN TYPICAL SITUATIONS, SOME COMPONENTS MAY OR MAYNOT BE USED IN EVERY PROJECT. REFER TO ACTUAL FLOORPLAN AND NOTES. EQUAL PRODUCTS MAY BE SUBSTITUTED AS APPROVED BY ARCHITECT.



**TYPICAL FIXTURE CLEARANCE**

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REVISIONS:


CHRIS CULBERTSON  
ARCHITECT AR91712

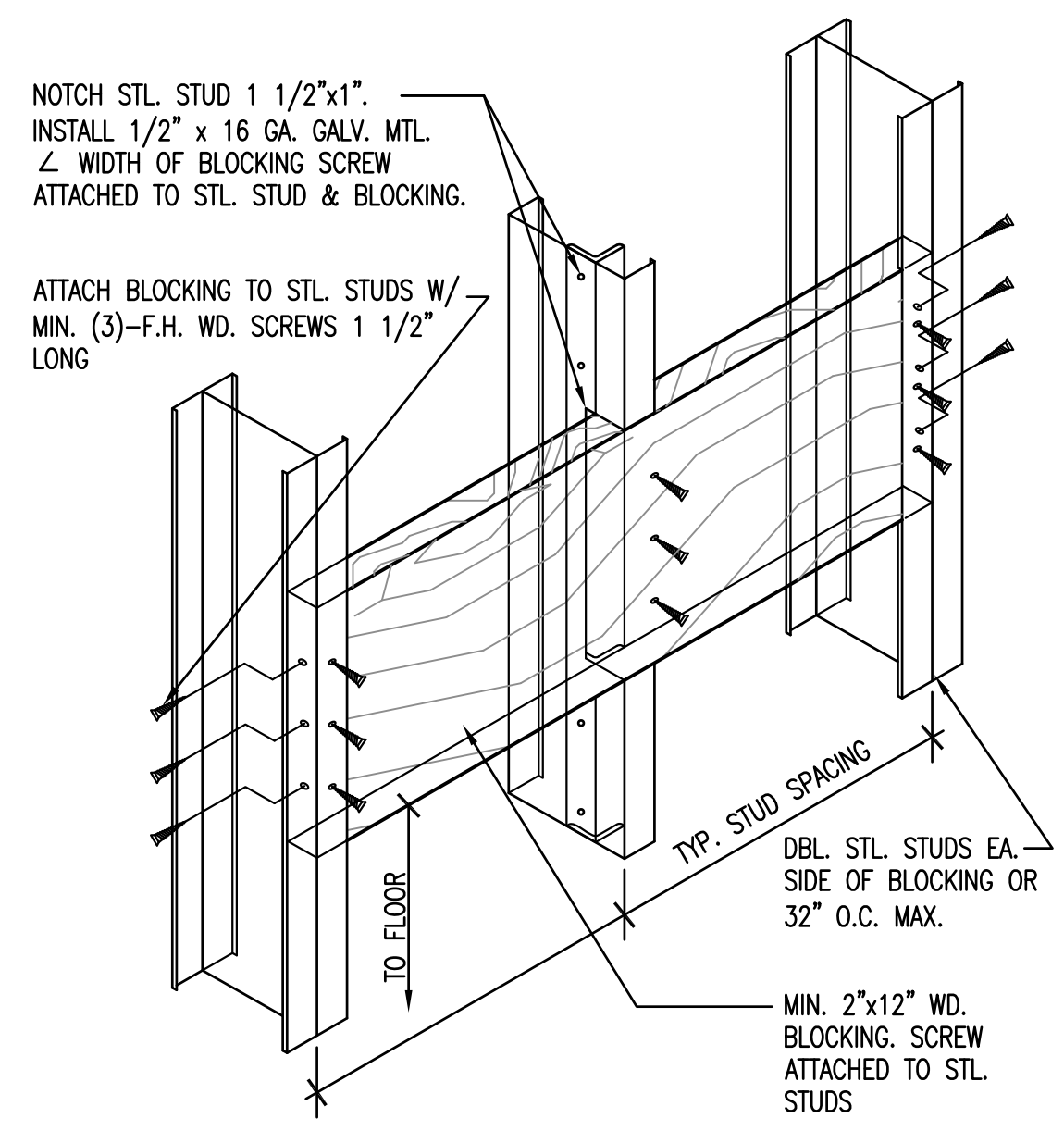
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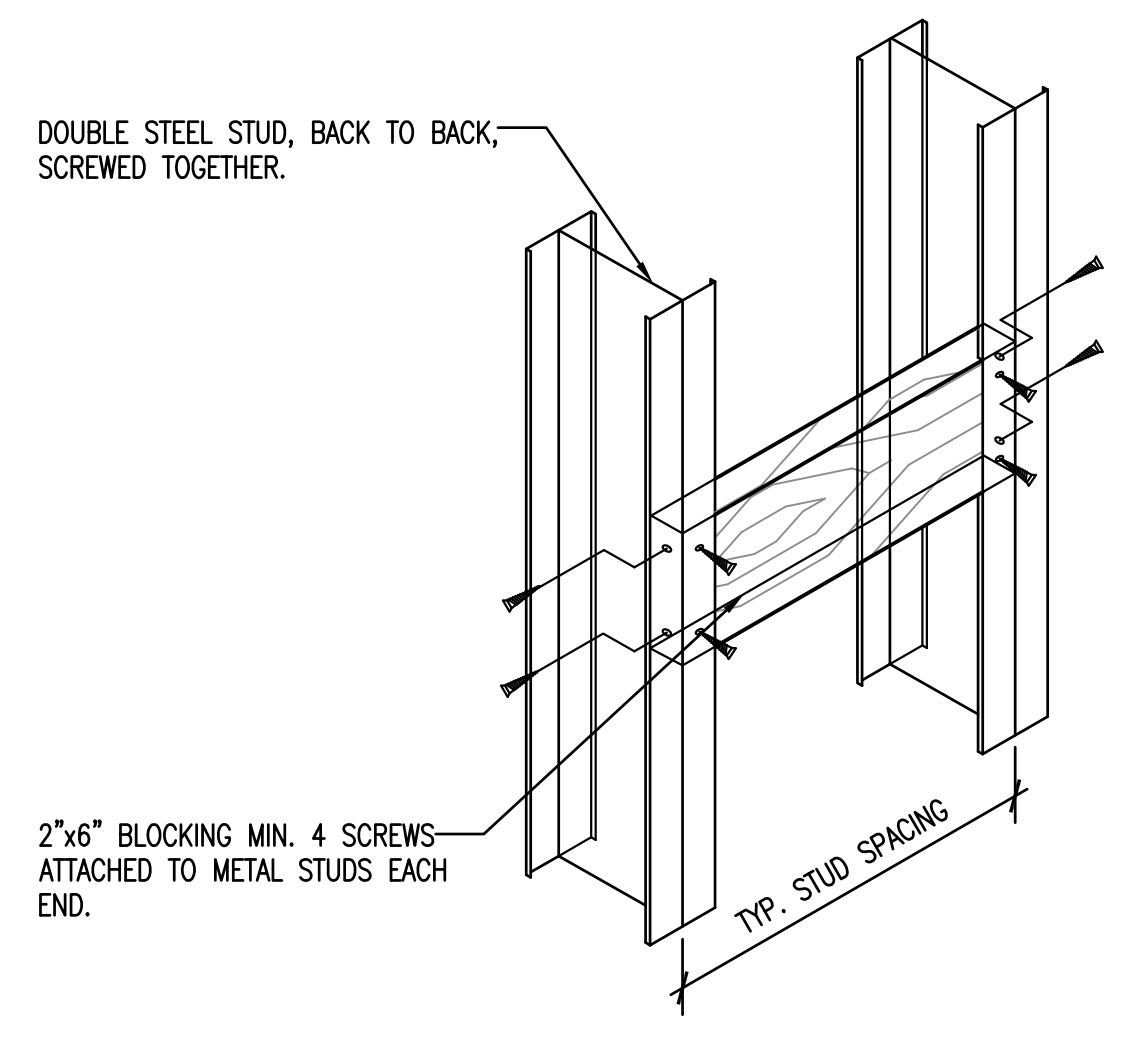
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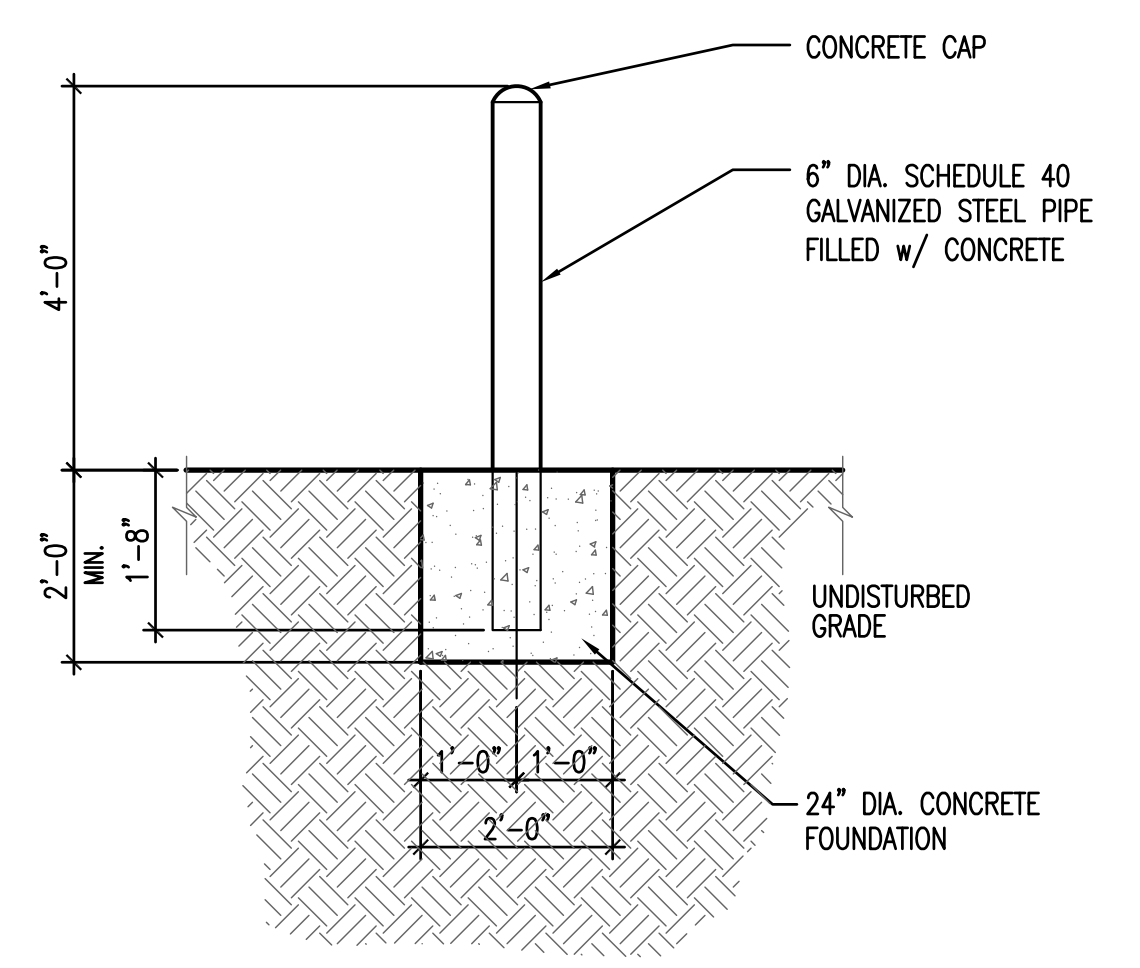
S:\2022\222047 St. Pete Free Clinic - South Drawings\Current Drawings\A5.1 ENL PLANS\BY\02\02\A.dwg



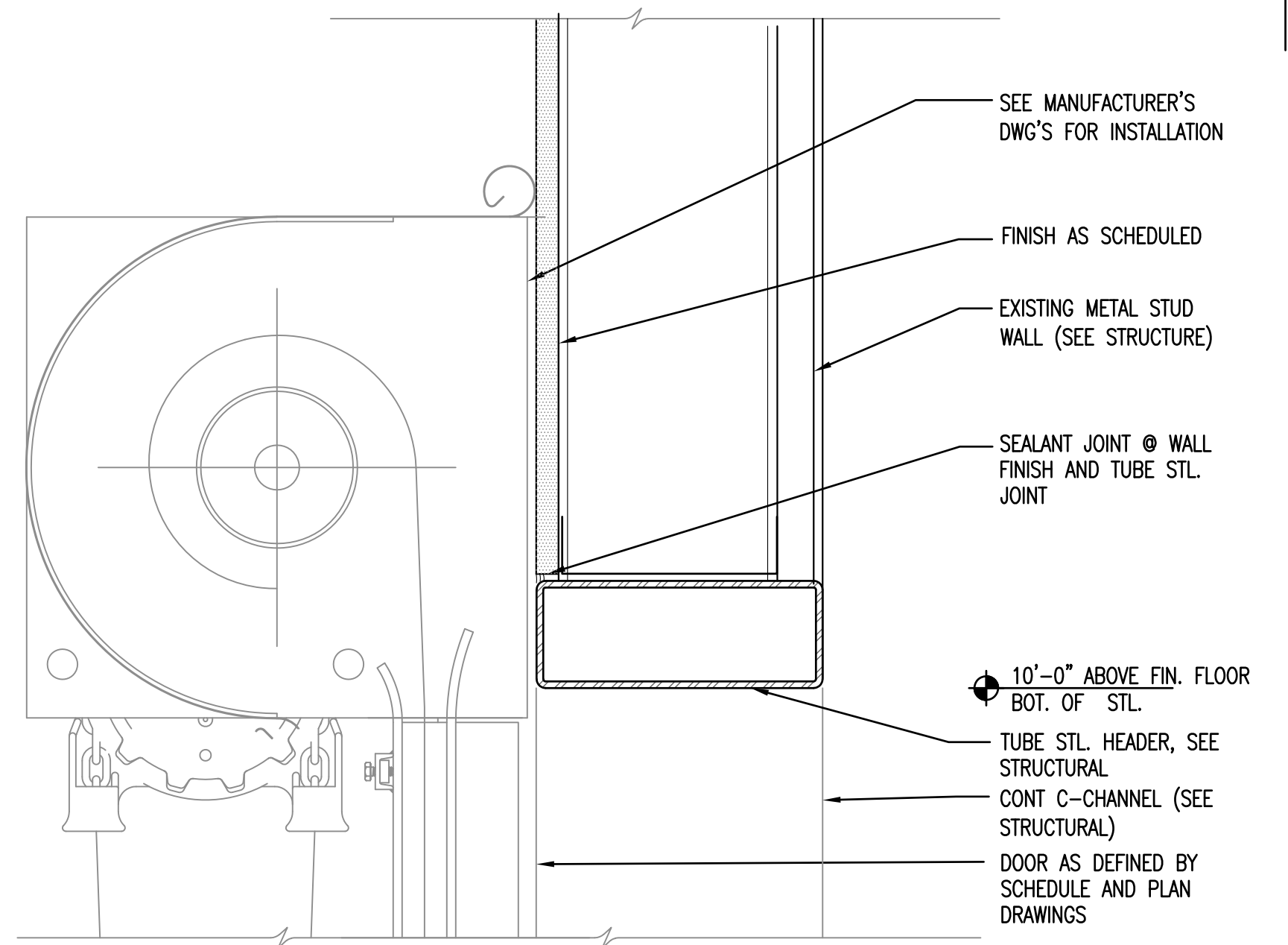
1 LAVATORY WALL REINFORCING  
1 1/2" = 1'-0"  
6\_LAV REIN



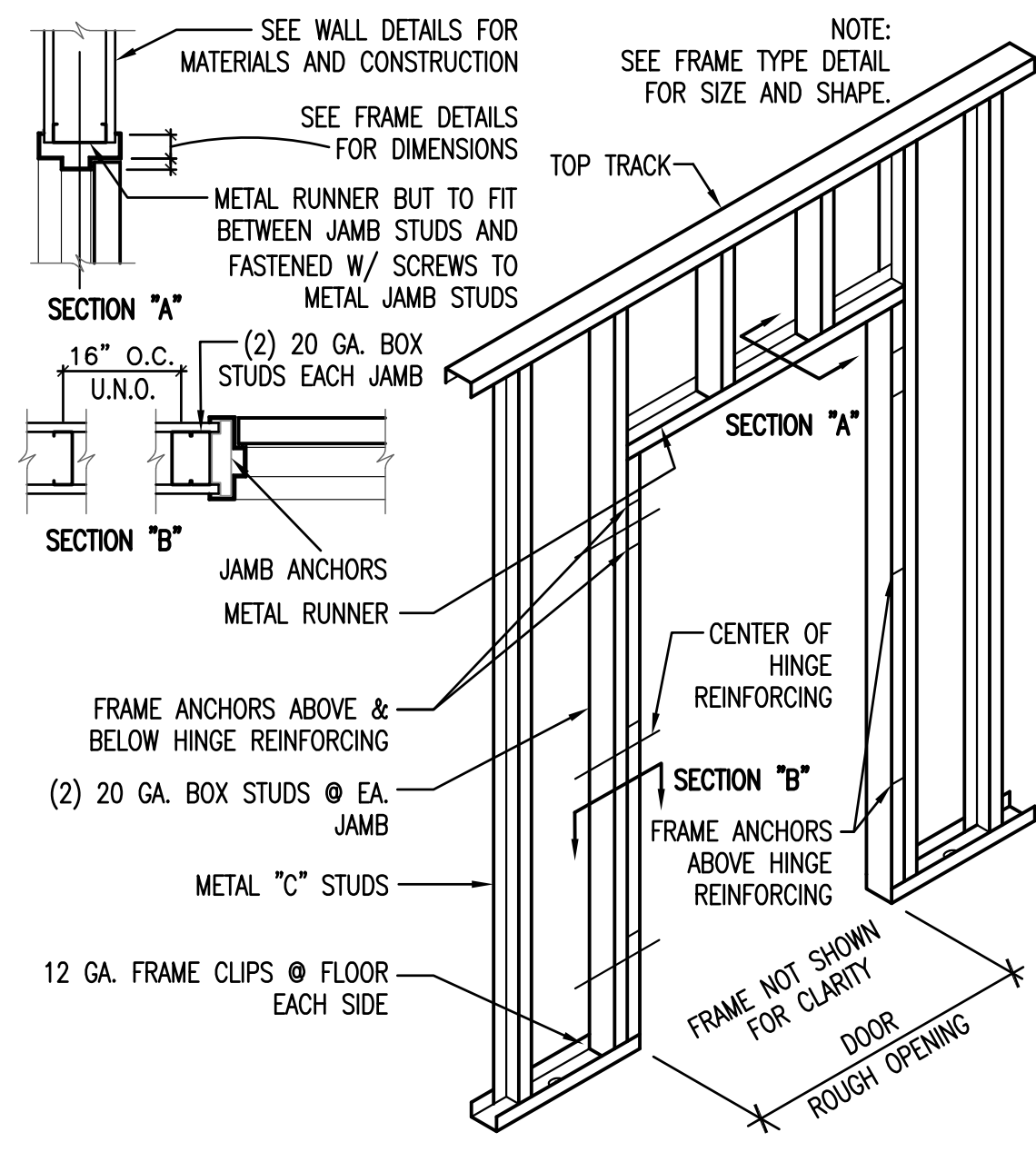
2 GRAB BAR WALL REINF.  
1 1/2" = 1'-0"  
6\_GRAB BAR REINF



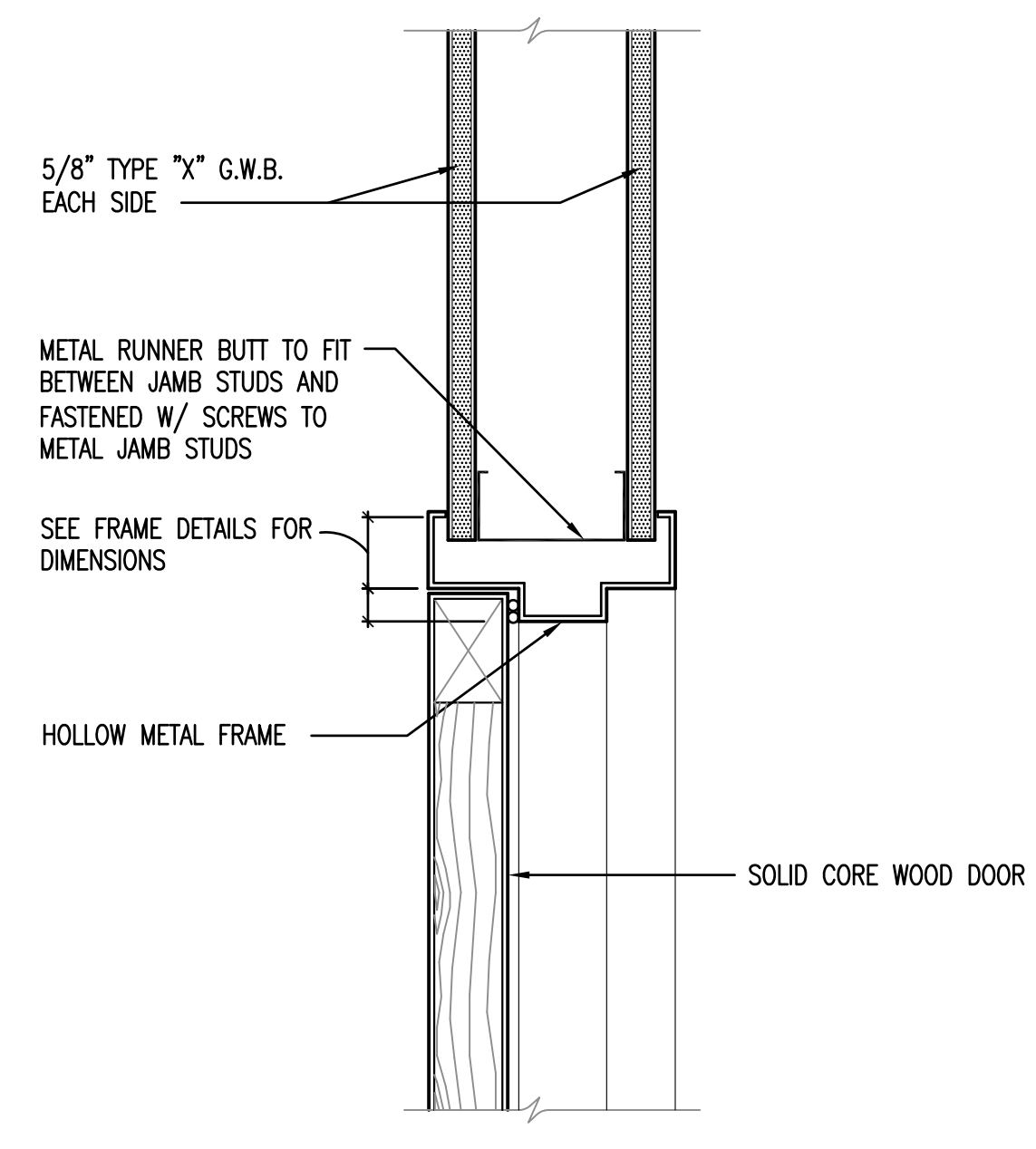
3 BOLLARD  
1/2" = 1'-0"  
6\_BOLLARD



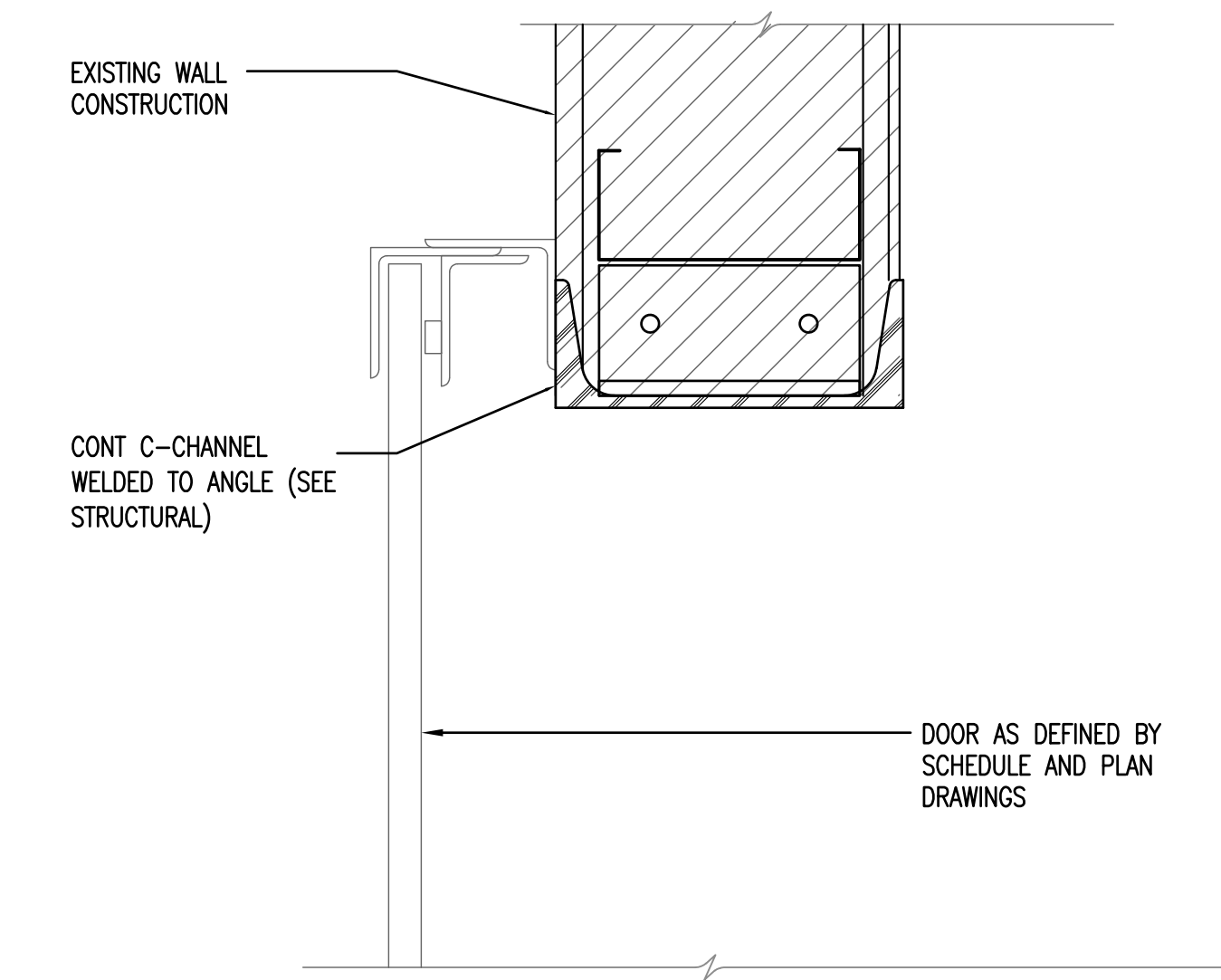
4 COILING DOOR HEAD  
3" = 1'-0"  
6\_COILING HEAD



6 METAL STUD FRAMING DETAILS  
1/2" = 1'-0"  
6\_FRAMING -TYP

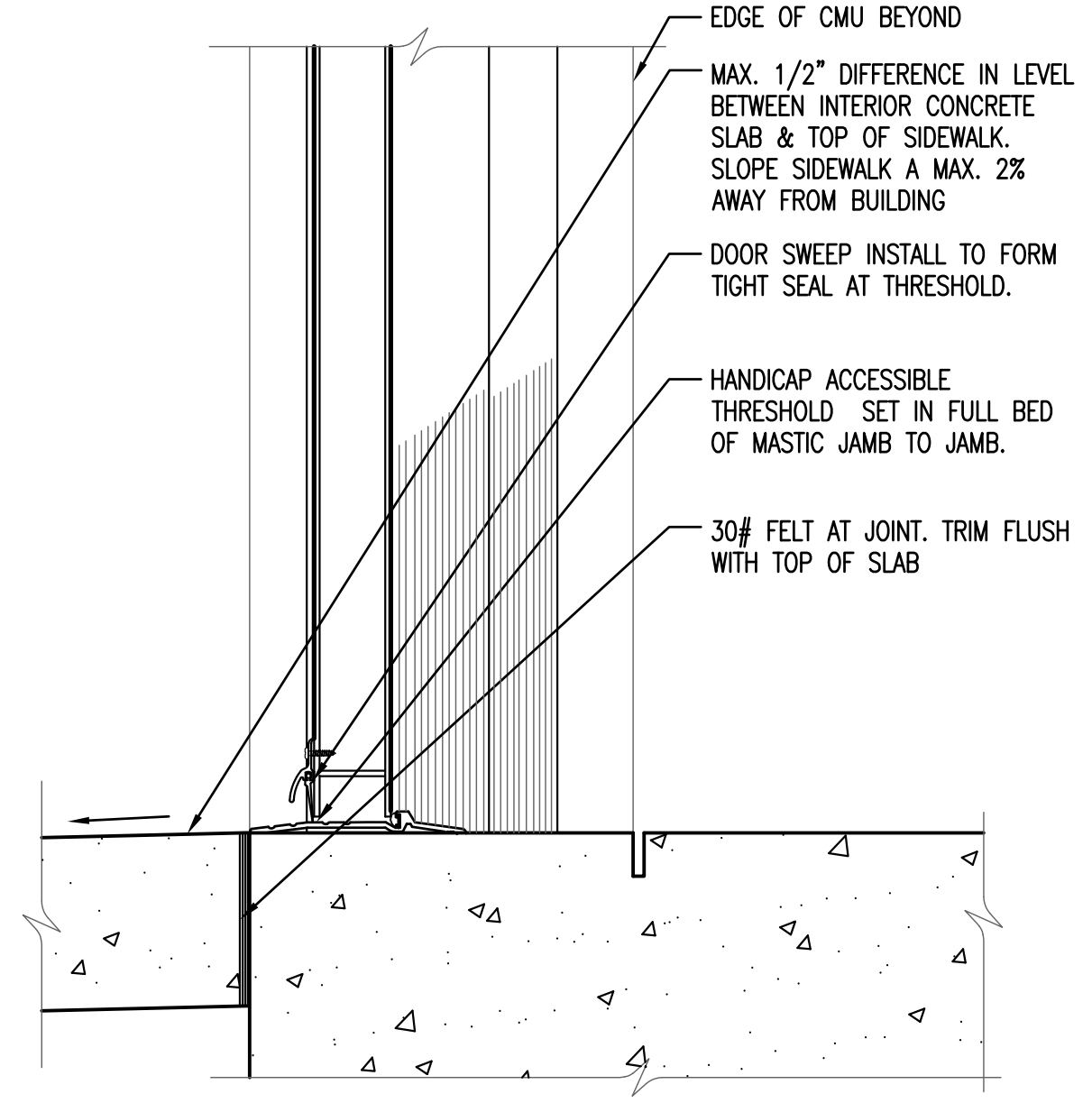


7 H.M. HEAD @ STUD WALL  
3" = 1'-0"  
6\_HM HEAD-STUD

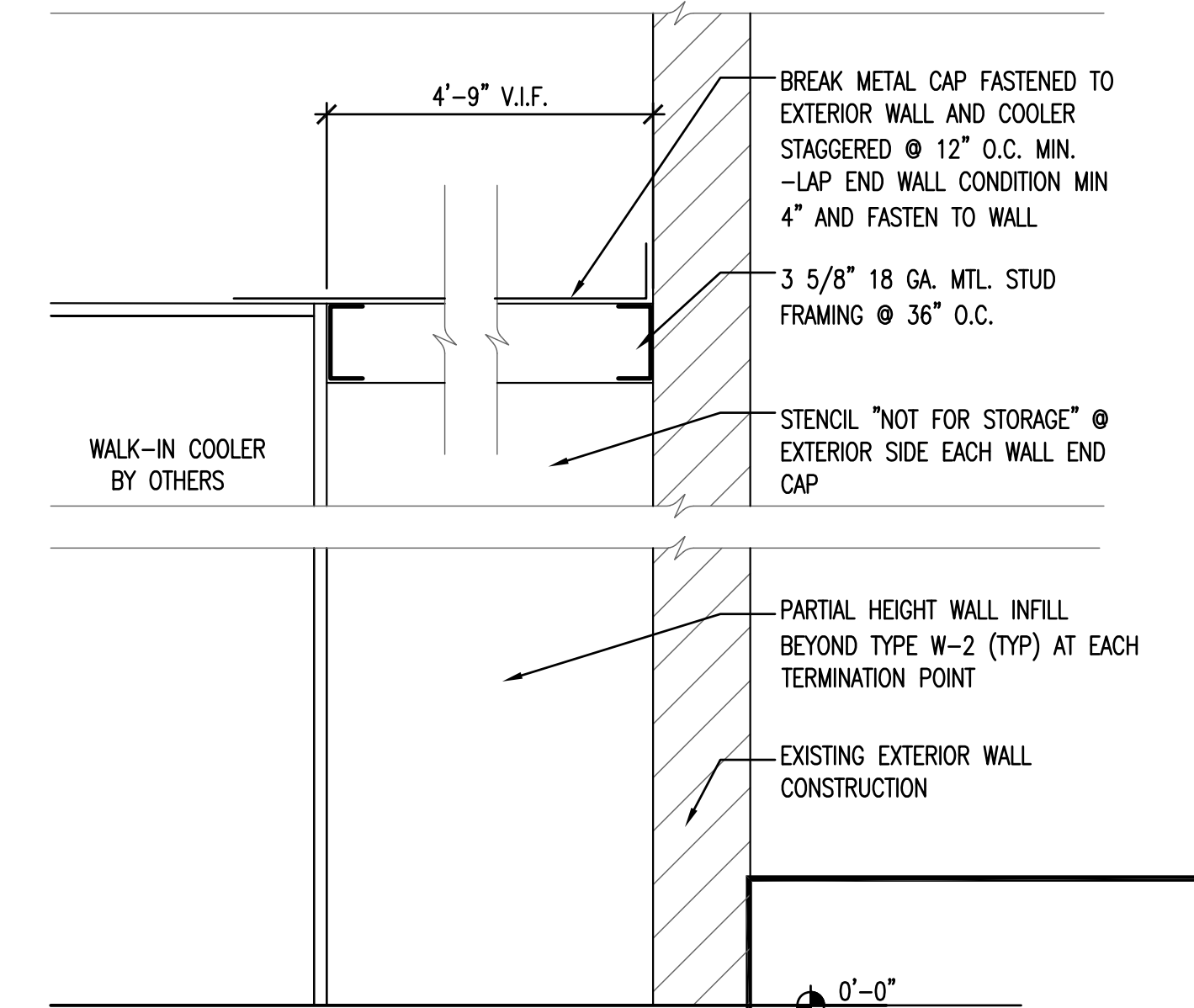


NOTES:  
1. SEE MANUFACTURER'S SPECS. FOR O.H. DOOR INFORMATION

8 COILING DOOR JAMB  
3" = 1'-0"  
6\_COILING JAMB



11 THRESHOLD DETAIL  
3" = 1' 0"  
6\_EXT THRESH



12 RODENT WALL/CAP DETAIL  
1 1/2" = 1'-0"  
6\_RODENT WALL DETAIL

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ARCHITECT AR91712

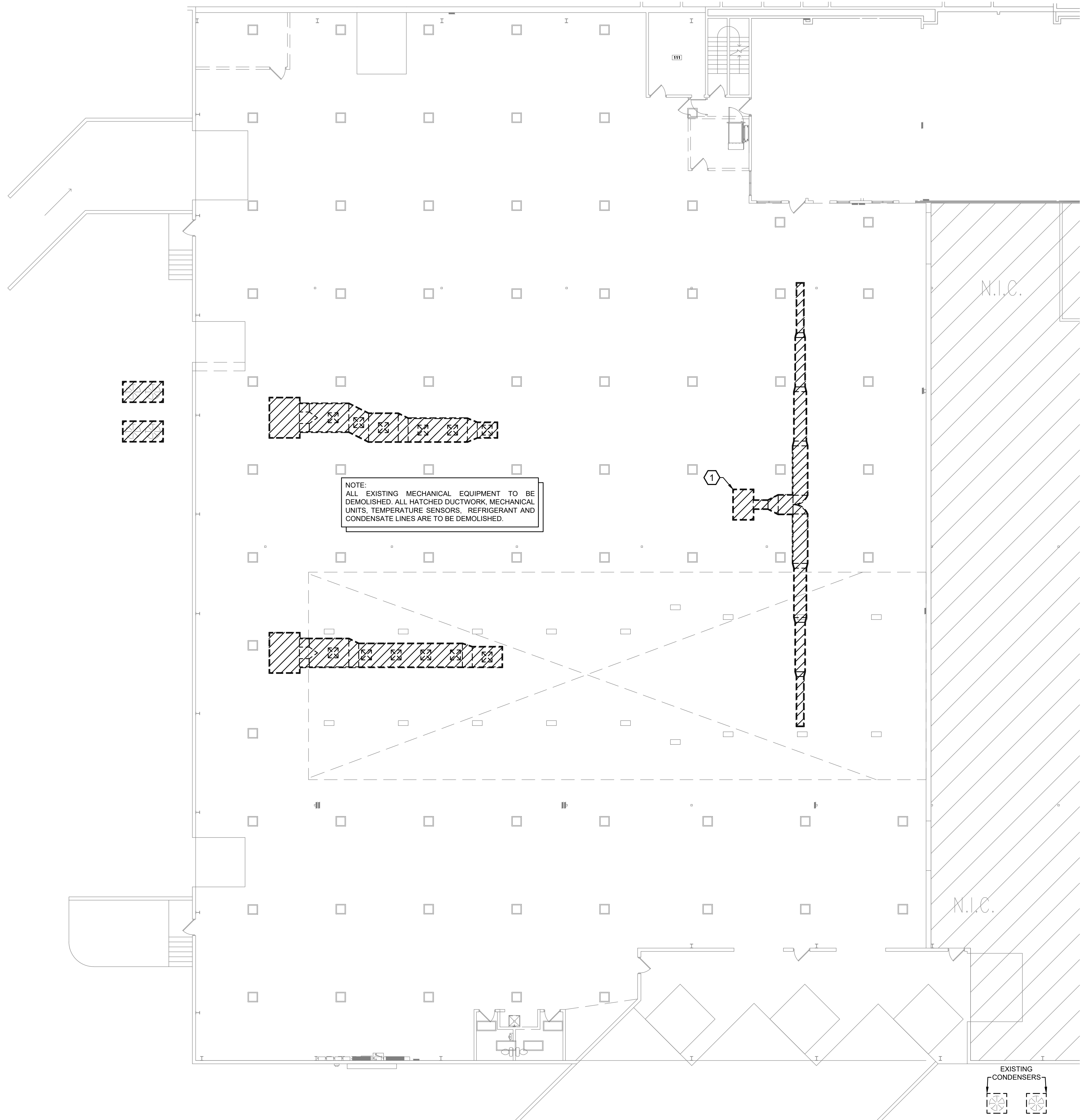
**A6.1**

Issue Date:  
Project No.: 222047

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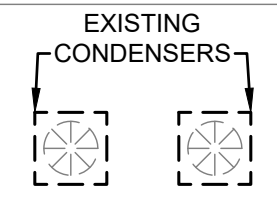




NOTE:  
 ALL EXISTING MECHANICAL EQUIPMENT TO BE DEMOLISHED. ALL HATCHED DUCTWORK, MECHANICAL UNITS, TEMPERATURE SENSORS, REFRIGERANT AND CONDENSATE LINES ARE TO BE DEMOLISHED.

N.I.C.

N.I.C.



1 MECHANICAL DEMOLITION PLAN  
 SCALE: 3/32" = 1'-0"

KEYED NOTES

1. LOCATE AND DEMOLISH ASSOCIATED CONDENSER.

EACH PROSPECTIVE CONTRACTOR SHALL EVALUATE THE SCOPE OF WORK THOROUGHLY PRIOR TO SUBMITTING A BID. SOME CONDUIT, PIPING, AND OTHER OBSTACLES MAY NEED TO BE RELOCATED AND SUCH RELOCATION SHOULD BE INCLUDED IN EACH PROSPECTIVE MECHANICAL CONTRACTOR'S BID PRIOR TO STARTING THE PROJECT. THE MECHANICAL CONTRACTOR SHALL STUDY THE COMPLETE SET OF CONSTRUCTION DOCUMENTS AND COORDINATE WITH THE OTHER TRADES AS REQUIRED TO PROVIDE SHOP DRAWINGS TO SUBMIT TO THE MECHANICAL ENGINEER FOR APPROVAL. THE SHOP DRAWINGS MAY BE SUBMITTED AS HAND-DRAWN NOTES UPON A COPY OF THE CONSTRUCTION DOCUMENTS IF PERMISSION IS OBTAINED FROM THE MECHANICAL ENGINEER. THE SHOP DRAWINGS SHALL SHOW THE COORDINATION OF THE DUCTWORK AND MECHANICAL EQUIPMENT INSTALLATION WITH EXISTING AND NEW OBSTACLES INCLUDING, BUT NOT LIMITED TO, ELECTRICAL CONDUITS, FIRE PROTECTION PIPING, RAIN LEADERS, SANITARY DRAINS, STRUCTURAL MEMBERS, AND WATER PIPING, AS WELL AS THE MECHANICAL EQUIPMENT MANUFACTURER'S RECOMMENDED CLEARANCES. THE MECHANICAL CONTRACTOR SHALL ALSO SHOW THE EXISTING CONDITIONS ON THE SHOP DRAWINGS WHERE THE EXISTING CONDITIONS ARE DIFFERENT FROM THOSE SHOWN ON THE CONSTRUCTION DOCUMENTS.

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MECHANICAL DEMOLITION PLAN  
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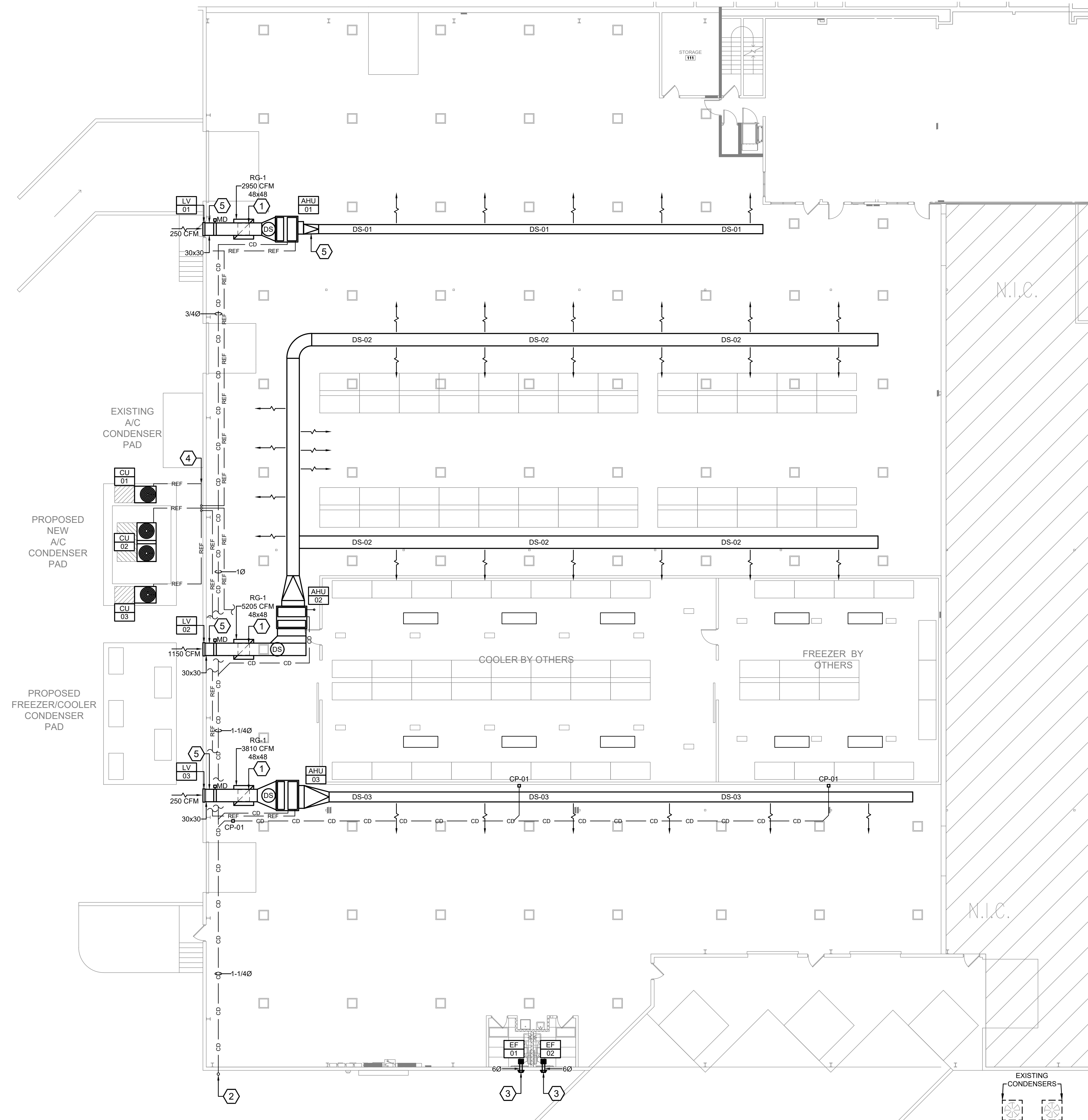

CHRIS CULBERTSON  
 ARCHITECT AR #91712

M1.0

Issue Date: 11/14/2022  
 Project No.: 222047

Advanced Systems Engineering, Inc.  
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 Job No. 22098.03  
 Manager: BJG  
 CADD: MRD  
 CA-8468  
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① MECHANICAL RENOVATION PLAN  
SCALE: 3/32" = 1'-0"

KEYED NOTES

- ROUTE 28" x 28" DUCT DOWN 14" TO RETURN GRILLE BELOW. PROVIDE 24V MOTORIZED DAMPER AND DUCT SMOKE DETECTOR IN DUCT. PROVIDE 45° TRANSITION TO 48" x 48" x 6" PLENUM. INSTALL RETURN GRILLE IN PLENUM.
- ROUTE CONDENSATE TO DRAIN PROVIDED BY PLUMBER. COVER EXTERIOR PIPING W/ LINE SET COVER.
- PROVIDE 6" ARCHITECTURAL WALL CAP W/ BACKDRAFT DAMPER.
- CONCEAL EXTERIOR ROUTED LINE SET WITH LINE SET COVER. TYP. ALL.
- DOUBLE WALL SHEET METAL.

EACH PROSPECTIVE CONTRACTOR SHALL EVALUATE THE SCOPE OF WORK THOROUGHLY PRIOR TO SUBMITTING A BID. SOME CONDUIT, PIPING, AND OTHER OBSTACLES MAY NEED TO BE RELOCATED AND SUCH RELOCATION SHOULD BE INCLUDED IN EACH PROSPECTIVE MECHANICAL CONTRACTOR'S BID. PRIOR TO STARTING THE PROJECT, THE MECHANICAL CONTRACTOR SHALL STUDY THE COMPLETE SET OF CONSTRUCTION DOCUMENTS AND COORDINATE WITH THE OTHER TRADES AS REQUIRED TO PROVIDE SHOP DRAWINGS TO SUBMIT TO THE MECHANICAL ENGINEER FOR APPROVAL. THE SHOP DRAWINGS MAY BE SUBMITTED AS HAND-DRAWN NOTES UPON A COPY OF THE CONSTRUCTION DOCUMENTS IF PERMISSION IS OBTAINED FROM THE MECHANICAL ENGINEER. THE SHOP DRAWINGS SHALL SHOW THE COORDINATION OF THE DUCTWORK AND MECHANICAL EQUIPMENT INSTALLATION WITH EXISTING AND NEW OBSTACLES INCLUDING, BUT NOT LIMITED TO, ELECTRICAL CONDUITS, FIRE PROTECTION PIPING, RAIN LEADERS, SANITARY DRAINS, STRUCTURAL MEMBERS, AND WATER PIPING, AS WELL AS THE MECHANICAL EQUIPMENT MANUFACTURER'S RECOMMENDED CLEARANCES. THE MECHANICAL CONTRACTOR SHALL ALSO SHOW THE EXISTING CONDITIONS ON THE SHOP DRAWINGS WHERE THE EXISTING CONDITIONS ARE DIFFERENT FROM THOSE SHOWN ON THE CONSTRUCTION DOCUMENTS.

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Issue Date: 11/14/2022  
Project No.: 222047

Advanced Systems Engineering, Inc.

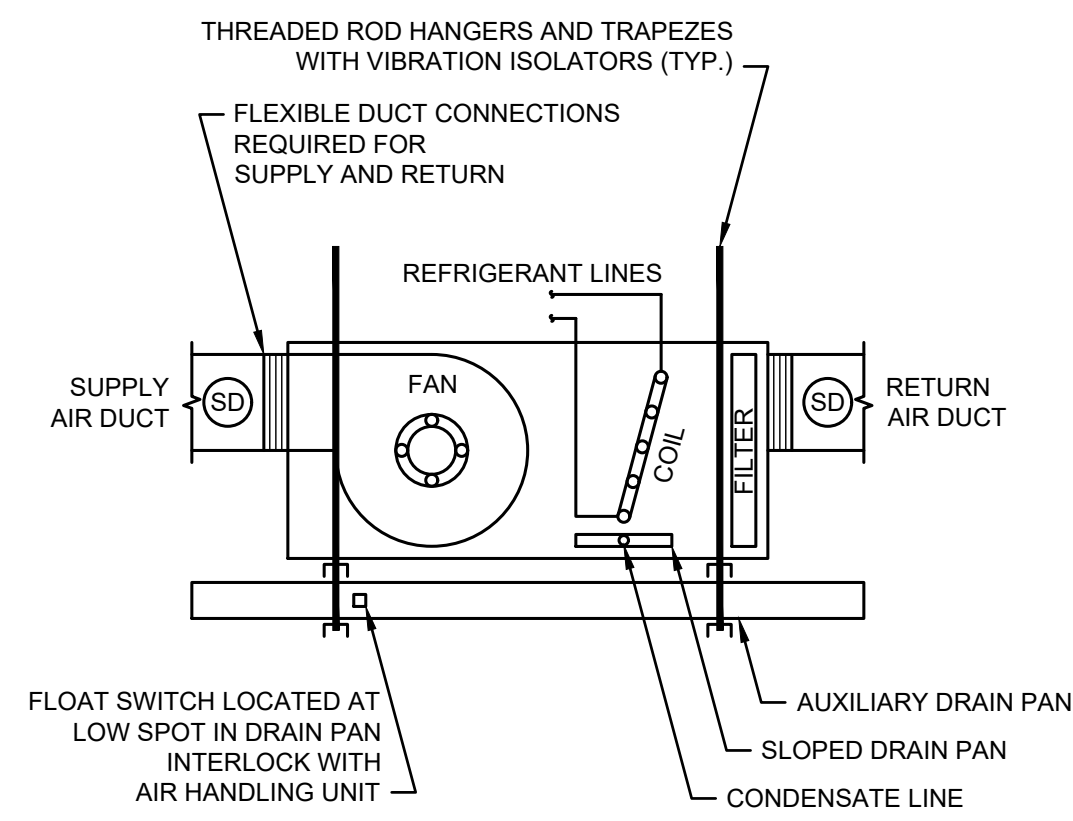
Project Engineer: David S. Bess PE-51871  
Manager: BJG  
CADD: MRD

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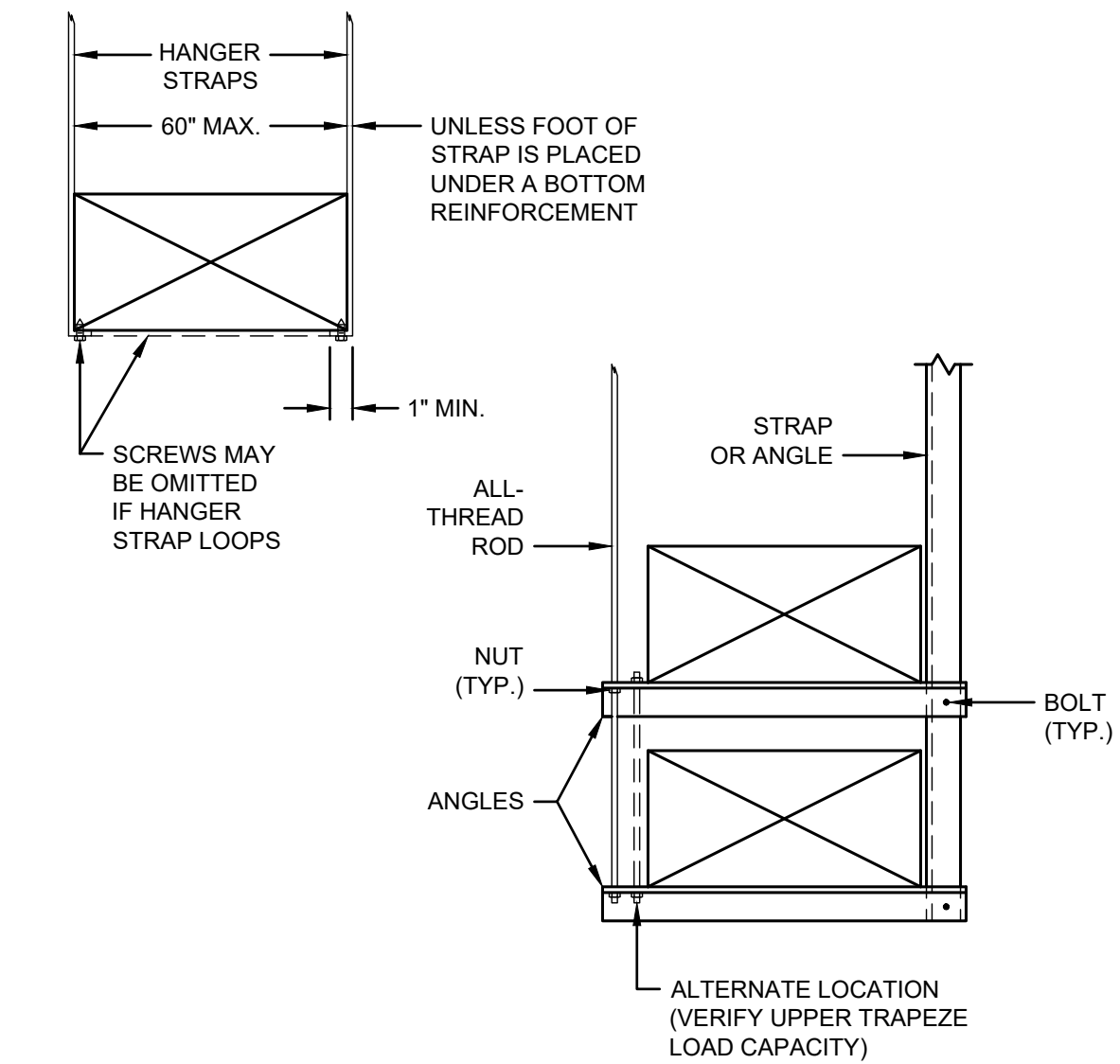
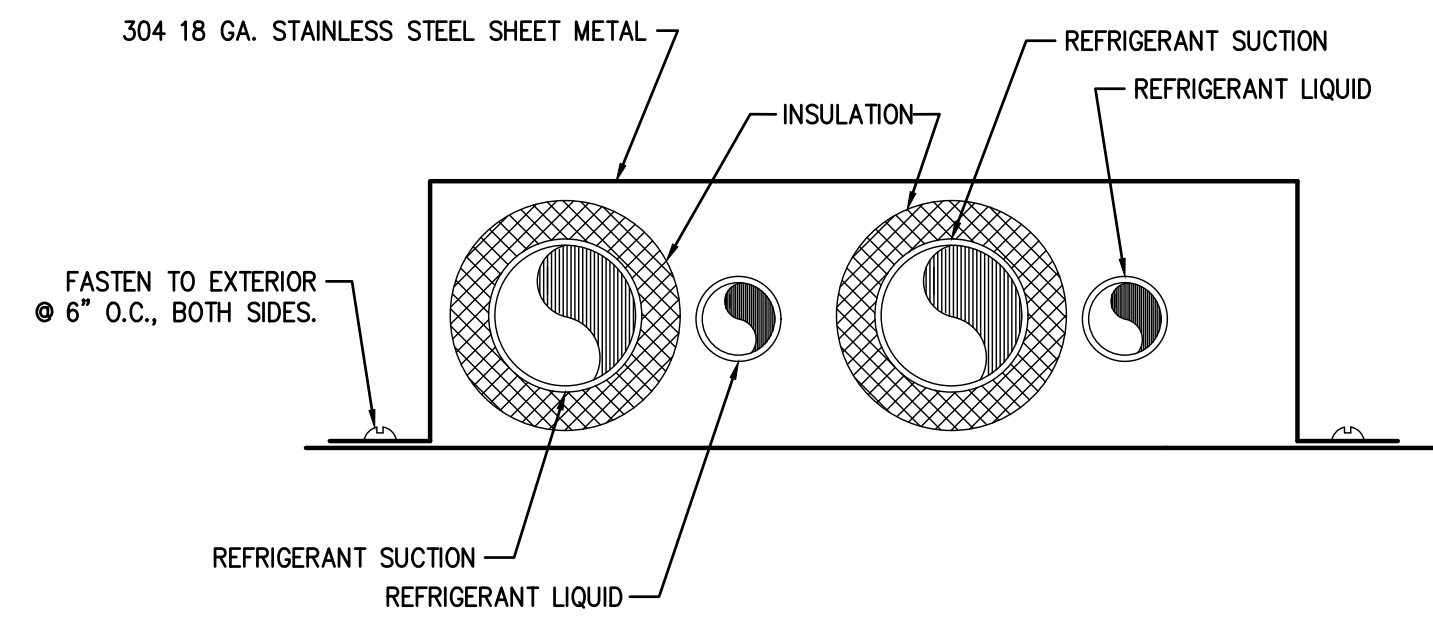
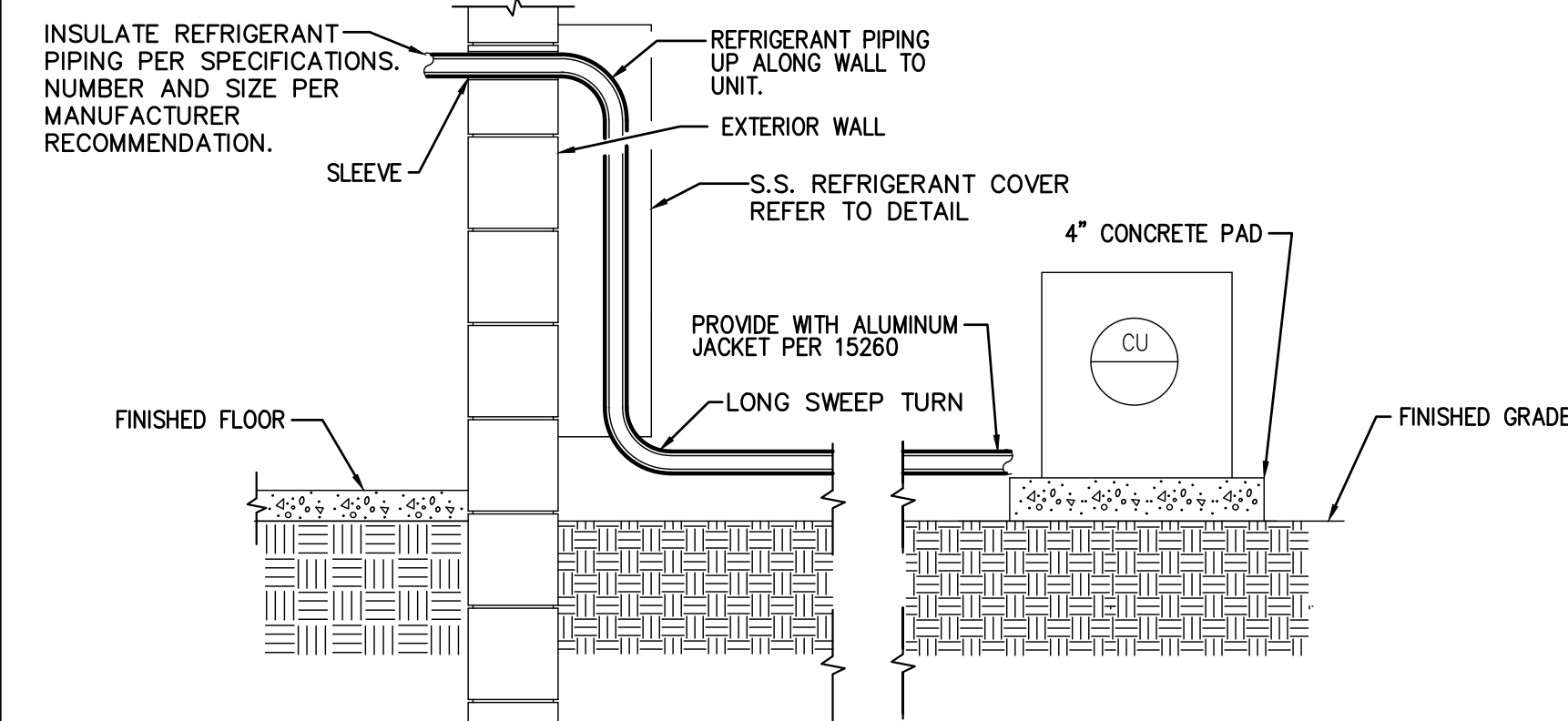
Job No. 22098.03  
Manager: BJG  
CADD: MRD

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NOTE: NO SMOKE DETECTORS ARE REQUIRED IN UNITS WITH A CAPACITY OF 2000 CFM OR LESS AND THAT DO NOT UTILIZE A RETURN AIR PLENUM.

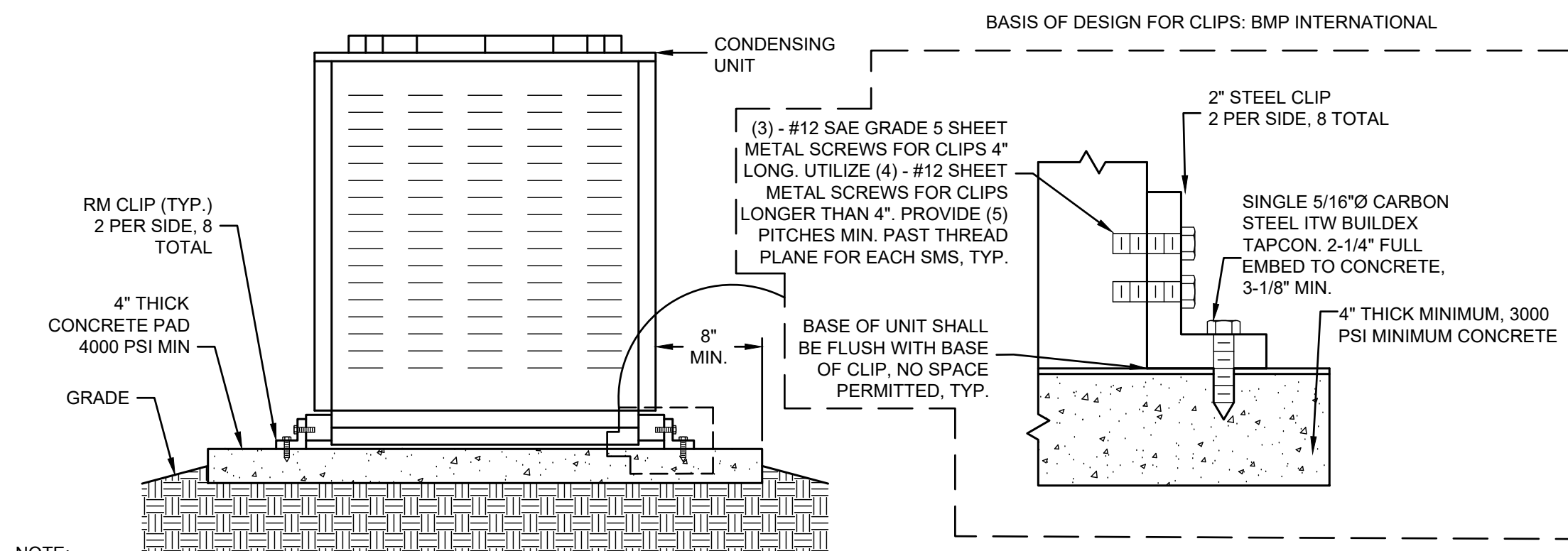


1 HORIZONTAL AIR HANDLER (DX) DETAIL  
NOT TO SCALE

2 TYPICAL REFRIGERANT PIPING DETAIL  
NOT TO SCALE

3 TYPICAL REFRIGERANT PIPING COVER  
NOT TO SCALE

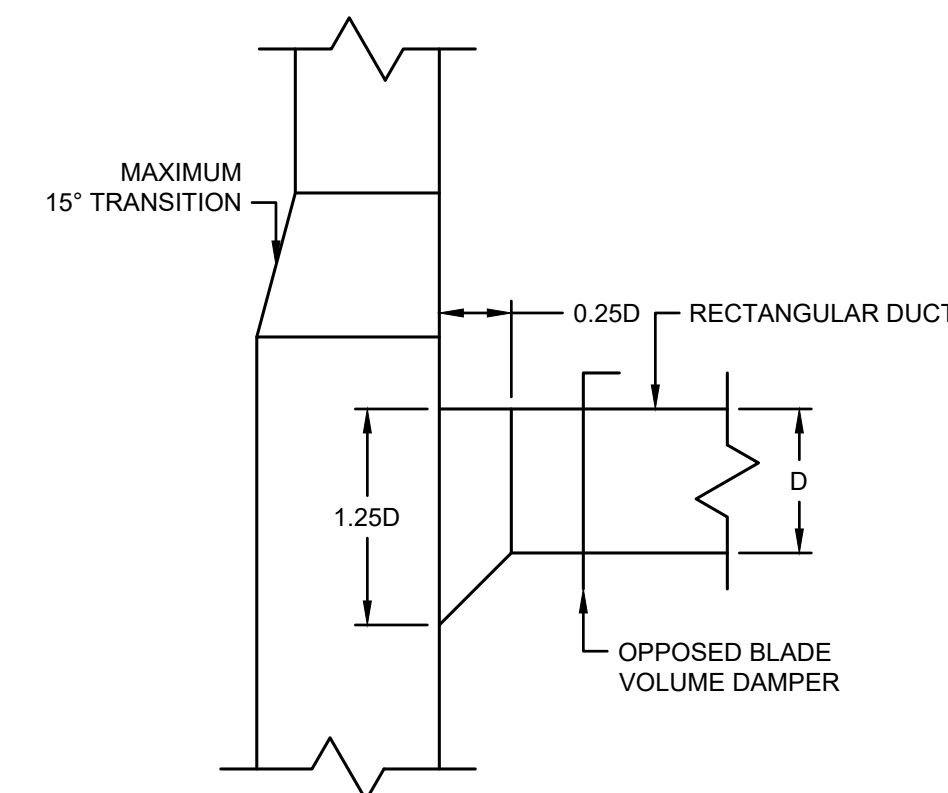
4 RECTANGULAR DUCT HANGERS DETAIL  
NOT TO SCALE



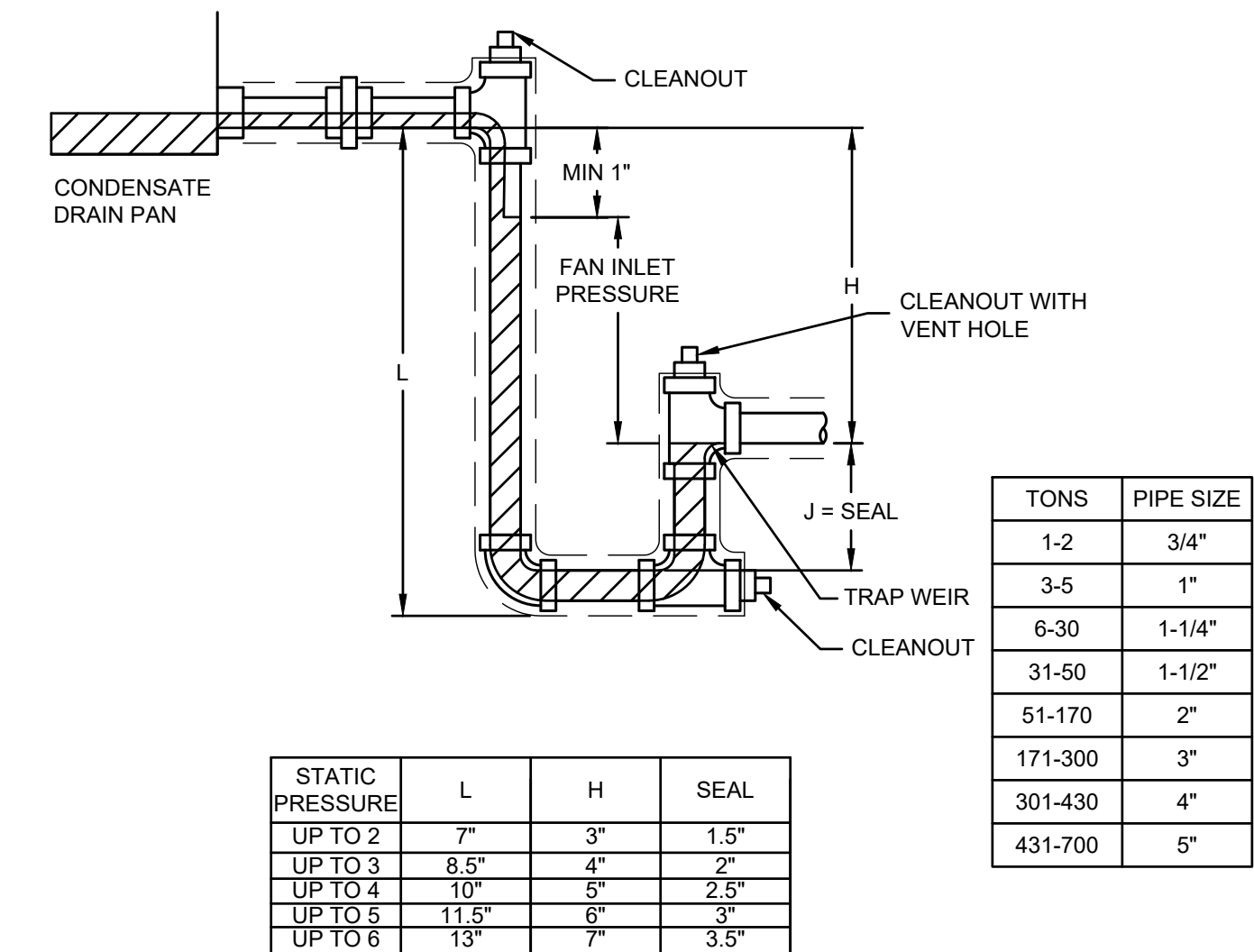
NOTE:

TIE DOWN SHALL MEET THE REQUIREMENTS OF THE 2020 FLORIDA BUILDING CODE, CHAPTER 301.13 (WIND RESISTANCE) FOR GROUND-MOUNTED APPLICATIONS. REFER TO MANUFACTURER'S GUIDELINES FOR SPECIFICATIONS AND INSTALLATION OF TIE-DOWN CLIPS. CONTRACTOR TO HAVE SIGNED AND SEAL NOA HIGH WIND RATING DRAWINGS AND MANUFACTURE REFERENCE MANUAL ON SITE FOR USE BY BUILDING INSPECTOR. THE NOA HIGH WIND RATING DRAWINGS SHALL BE SIGNED AND SEAL BY A STRUCTURAL PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA.

THIS DETAIL REFLECTS LARGEST CONDENSING UNIT WITH 175 MPH WIND (WORST CASE SCENARIO) AS SPECIFIED BY BASIS OF DESIGN, "BMP INTERNATIONAL". CONTRACTOR MAY MAKE ALTERATIONS AS ALLOWED PER MANUFACTURE ENGINEERED SPECIFICATIONS. SEE MANUFACTURER'S DETAILS FOR MORE INFORMATION.



NOTE: ALL DAMPERS ARE NOT SHOWN ON FLOOR PLANS. HOWEVER, DAMPERS ARE REQUIRED ON ALL BRANCH TAKE-OFFS (EXCEPT TAKE-OFFS OVER HARD CEILINGS AND FOR VAV BOXES). SOME DAMPERS WILL BE REQUIRED AFTER TRANSITIONS.



H = BOTTOM OF PAN OUTLET TO THE BOTTOM INTERIOR OF TRAP WEIR = STATIC PRESSURE + 1"  
J = DISTANCE FROM BOTTOM INTERIOR OF TRAP WEIR TO TOP INTERIOR OF TRAPS WET PIPE = AT LEAST H/2  
L = H + J + PIPE DIAMETER (1.5") + PIPE WALL THICKNESS (0.5") + INSULATION (0.5")

NOTES:

- TRAP EVERY DRAIN LINE CONNECTION INDIVIDUALLY.
- PIPE SIZE SHALL NOT BE LESS THAN DRAIN LINE CONNECTION SIZE.
- ADJUST THICKNESS OF HOUSEKEEPING PAD OR UNIT SUPPORTS AS REQUIRED TO PERMIT PROPER TRAP DEPTH. IF THIS IS NOT FEASIBLE, A HOLE CUT IN FLOOR MAY BE REQUIRED TO REACH PROPER TRAP DEPTH.
- FILL EVERY TRAP MANUALLY PRIOR TO INITIAL START-UP.
- INSULATE WITH 1/2" ARMAFLEX WHEREVER CONDENSATE MAY CAUSE DAMAGE.
- USE MINIMUM 2" PIPE BELOW GROUND.
- SLOPE PIPE MINIMUM 1/8" PER FOOT.

5 CONDENSING UNIT TIE-DOWN DETAIL  
NOT TO SCALE

6 DUCTWORK DETAIL  
NOT TO SCALE

7 DRAW THRU CONDENSATE DRAIN LINE P-TRAP DETAIL  
NOT TO SCALE

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ARCHITECT AR #91712

M3.0

Issue Date: 11/14/2022  
Project No.: 222047

Advanced Systems Engineering, Inc.  
Project Engineer  
David S. Bess  
PE-51871  
CA-8468

Job No. 22098.03  
Manager: BJG  
CADD: MRD

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LOUVER SCHEDULE											
TAG	MANUFACTURER	MODEL	APPLICATION	WIDTH (IN)	HEIGHT (IN)	DEPTH (IN)	VOLUME (CFM)	PRESSURE DROP (IN. WG)	FREE AREA VELOCITY (FT/MIN)	FREE AREA (SQ FT)	NOTES
LV-01, 02, 03	GREENHECK	EVH-501D	Intake	28	28	5	1,650	0.080	665	2.5	1, 2, 3, 4, 5, 6

**NOTES**

- Flanged frame, front
- Birdscreen, 1/2 in. x 0.063 in. aluminum mesh, internally mounted
- Baked enamel paint, standard color to be selected
- Actuator, 2-position-spring return, 120v, w/ aux. end switch
- Provide Motorized Damper
- Florida Product Approved

EXHAUST FAN SCHEDULE										
TAG	MANUFACTURER	MODEL	DRIVE TYPE	CFM	TOTAL EXTERNAL SP	FAN RPM	BHP	V/C/P	SONES (INLET)	NOTES
EF-01, 02	GREENHECK	SP-811D	Direct	96	0.366	950	0.04	115/60/1	2.7	1, 2, 3, 4, 5, 6

**NOTES**

- Vibration Isolation
- Solid State Speed Control
- Backdraft damper, gravity operated
- Disconnect Switch, factory mounted
- Provide wall cap
- Interlock with lighting

DUCT SOCK SCHEDULE										
TAG	MANUFACTURER	SHAPE	DIAMETER (IN)	APPROX. LENGTH (FT)	THROW (FT) HORIZONTAL	THROW SIDE	VOLUME (CFM)	CFM/LINEAR FOOT	MAX PRESSURE DROP (IN. WG)	NOTES
DS-01	DUCTSOX	ROUND	PER MANUF.	93	45	LEFT	3,200	34	0.300	
DS-02	DUCTSOX	ROUND	PER MANUF.	285	15	BOTH	6,355	22	0.300	
DS-03	DUCTSOX	ROUND	PER MANUF.	111	45	RIGHT	4,060	37	0.300	

**NOTES**

- PROVIDE SKELECORE FTS FRAMEWORK.
- PROVIDE INTERNAL HOOP SYSTEM WITH CABLE
- ARCHITECT TO CHOOSE COLOR.

SPLIT SYSTEM SCHEDULE				
AIR HANDLER DATA	MARK	AHU-01	AHU-02	AHU-03
	MANUFACTURER	TRANE	TRANE	TRANE
	MODEL NUMBER	TWE12043BAA	TWE30043BAA	TWE15043BAA
	SUPPLY AIR (CFM)	3200	6355	4060
	OUTSIDE AIR (CFM)	250	1150	250
	EX. STATIC PRESSURE (IWG)	1.0	1.0	1.0
	MOTOR HORSEPOWER	3.0	3.0	2.0
	TOTAL COOLING CAP. (MBH)	106.61	280.76	139.39
	SENSIBLE COOLING CAP. (MBH)	95.70	225.87	119.95
	ENTERING AIR TEMP. (°F) (DB/WB)	81.2/63.8	82.00/65.00	80.9/63.2
LEAVING AIR TEMP. (°F) (DB/WB)	53.6/52.15	55.82/52.95	52.76/50.62	
ELECTRICAL SERVICE	230/3/60	230/3/60	230/3/60	
TOTAL HEATING CAP. (KW)	9.97	29.95	19.94	
HEATING TEMP. RISE (°F @ CFM)	9.79	11.76	15.43	
MCA (AMPS)	42	103	59	
MOCP (AMPS)	45	110	60	
FILTER	MERV 8	MERV 8	MERV 8	
UNIT WEIGHT (LBS)	429	972	730	
CONDENSING UNIT DATA	MARK	CU-01	CU-02	CU-03
	MANUFACTURER	TRANE	TRANE	TRANE
	MODEL NUMBER	TTA12043DAA	TTA30043CAB	TTA15043DAB
	REFRIGERANT	R410A	R410A	R410A
	ELECTRICAL SERVICE	230/3/60	230/3/60	230/3/60
	MCA (AMPS)	46.0	102	94.0
	MOCP (AMPS)	50.0	125.0	90.0
	IEER	12.9	12.0	12.4
	UNIT WEIGHT (LBS)	383	857	256

**NOTES**

**ALL:**

- PROVIDE CONDENSER COIL CORROSION PROTECTIVE COATING WITH A MINIMUM OF 10,000 HOURS IN THE ASTM B-117 SALT SPRAY TEST. EQUAL TO LUVATA INSITU
- PROVIDE FACTORY MOUNTED CONDENSER COIL HAIL GUARDS
- PROVIDE A FACTORY SERVICE VALVE ACCESSORY KIT.
- PROVIDE WITH VENSTAR T2900 WITH ACC0430 HUMIDITY MODULE.
- SET EACH CONDENSING UNIT ON A 4" HIGH CONCRETE HOUSEKEEPING PAD. HOUSEKEEPING PADS SHALL BE 8" LARGER THAN THE UNITS ON ALL FOUR (4) SIDES.
- THE MECHANICAL CONTRACTOR MUST OBTAIN SUBMITTAL APPROVAL FROM BOTH THE ELECTRICAL AND MECHANICAL ENGINEERS BEFORE PLACING THE FINAL ORDER.
- PROVIDE EXTENDED WARRANTY INFORMATION TO THE OWNER FOR CONSIDERATION.
- ALL SYSTEMS TO HAVE DUAL CIRCUITS.

**AHU/CU-01 & 03:**

- PROVIDE WITH ON / OFF HEAD PRESSURE CONTROLS FOR LOW AMBIENT OPERATION

**AHU/CU-02:**

- PROVIDE UNIT WITH A REFRIGERANT REHEAT SYSTEM FOR HUMIDITY CONTROL CAPABLE OF TEN DEGREES OF REHEAT. EQUAL TO EASYDRI.
- PROVIDE MODULATING HEAT PRESSURE CONTROL.
- PROVIDE WITH FACTORY START UP.

CONDENSATE PUMP SCHEDULE	
MARK	CD-1
MANUFACTURER	LITTLE GIANT
MODEL NUMBER	VCMA-20
GALLONS PER HOUR @ 1'	80
MAX LIFT	20'
ELECTRICAL	115V/1/60
AMPERAGE	1.5
OPERATION	AUTOMATIC

**NOTES**

- ELECTRICAL TO PROVIDE 120V RECEPTACLE TO POWER PUMP. CONFIRM FINAL RECEPTACLE LOCATION WITH REFRIGERATION CONTRACTOR.
- CONFIRM FINAL PUMP LOCATION WITH REFRIGERATION CONTRACTOR.

GRILLE SCHEDULE	
MARK	RG-1
MANUFACTURER	METALAIRE
MODEL NUMBER	4538-1
SIZE	48"x48"
COLOR	WHITE

CONTROLS NARRATIVE
AHU-01 & 03: TO CYCLE ON BASED ON SPACE TEMPERATURE. SET UNITS TO 78F IN COOLING MODE. SET UNITS TO 60F IN HEATING MODE.
AHU-02: UNIT TO CYCLE ON BASED ON SPACE TEMPERATURE AND RELATIVE HUMIDITY. SET UNITS TO 78F DURING COOLING MODE AND 52%RH. WHEN TEMPERATURE AND HUMIDITY ARE ABOVE SETPOINT, REHEAT IS OFF. WHEN TEMPERATURE IS SATISFIED AND HUMIDITY IS ABOVE SETPOINT, THE COMPRESSOR IS ON AND REHEAT IS ON. WHEN TEMPERATURE AND HUMIDITY ARE SATISFIED, THE COMPRESSOR AND REHEAT ARE OFF. SET UNIT TO 60F IN HEATING MODE.
EF-01 & EF-02: INTERLOCK WITH LIGHTING.

Building Ventilation Rates Florida Mechanical Code 7th Edition, 2020 St. Pete Free Clinic ASE Project #22098.03											
Room Number	Room Name	Occupancy Category	Occupancy Total	CFM/Person	CFM/FT <sup>2</sup>	FT <sup>2</sup>	Minimum O.A. (CFM)	Add. OA (CFM)	O.A. Provided (CFM)	Exhaust CFM	NOTES
	STORAGE	WAREHOSE	10	10	0.06	22706	1470	180	1650	0	
	CLR/FRZR	FREEZER	0	0	0	5084	0	0	0	0	
	TOILET 1	TOILET	0	0	0	75	0	0	0	96	
	TOILET 2	TOILET	0	0	0	75	0	0	0	96	
TOTAL DESIGN O.A AND EXHAUST CFM									1650	192	

BUILDING PRESSURIZATION SUMMARY	
DESIGN O.A CFM (+)	1650 CFM POS.
DESIGN EXHAUST CFM (-)	192 CFM NEG.
BUILDING POSITIVE PRESSURE =	1458 CFM POS.

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**M4.0**

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Project No.: 222047

Advanced Systems Engineering, Inc.

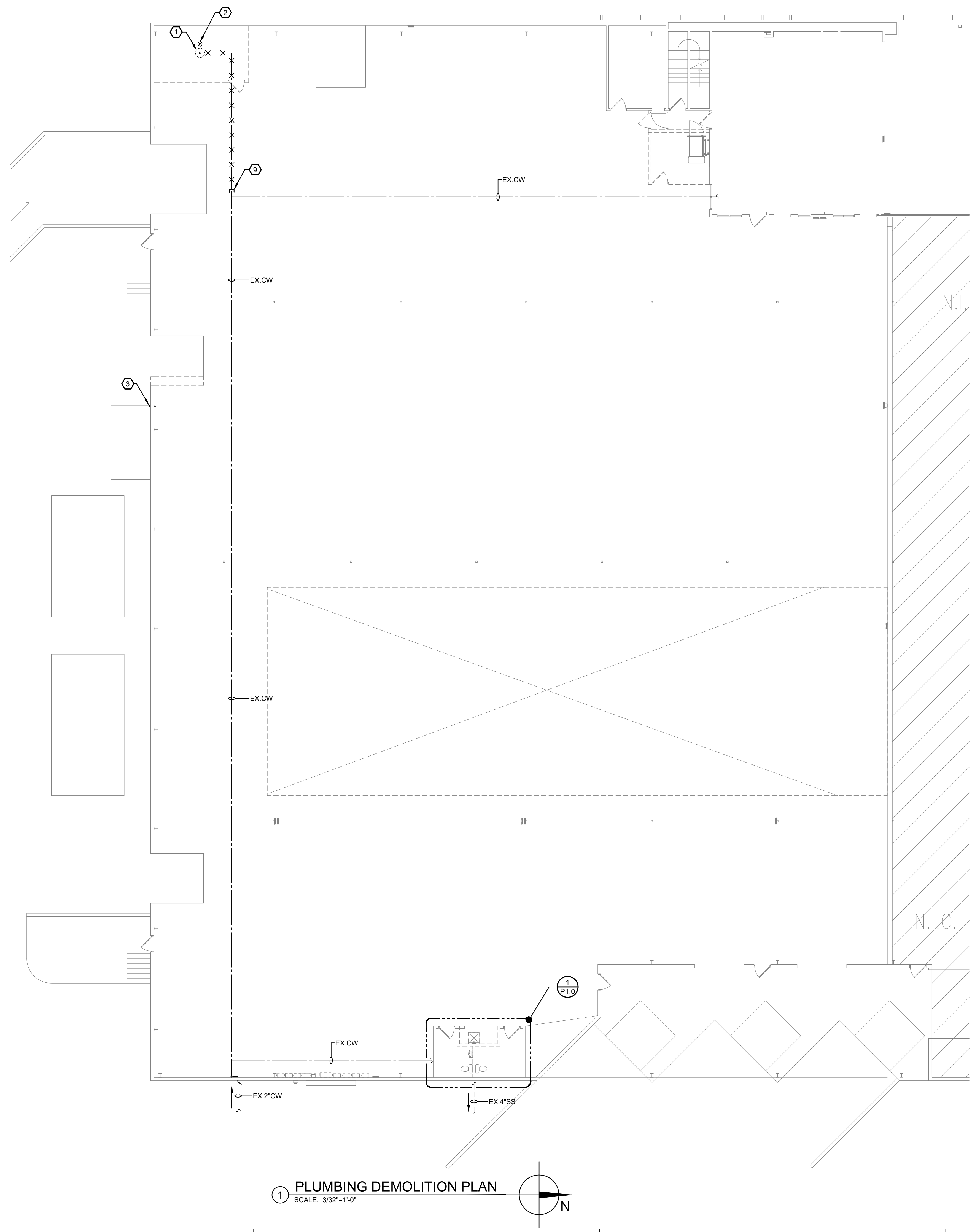
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Manager: B.J.G. MRD  
Job No. 22098.03  
CADD: MRD

CA-8468

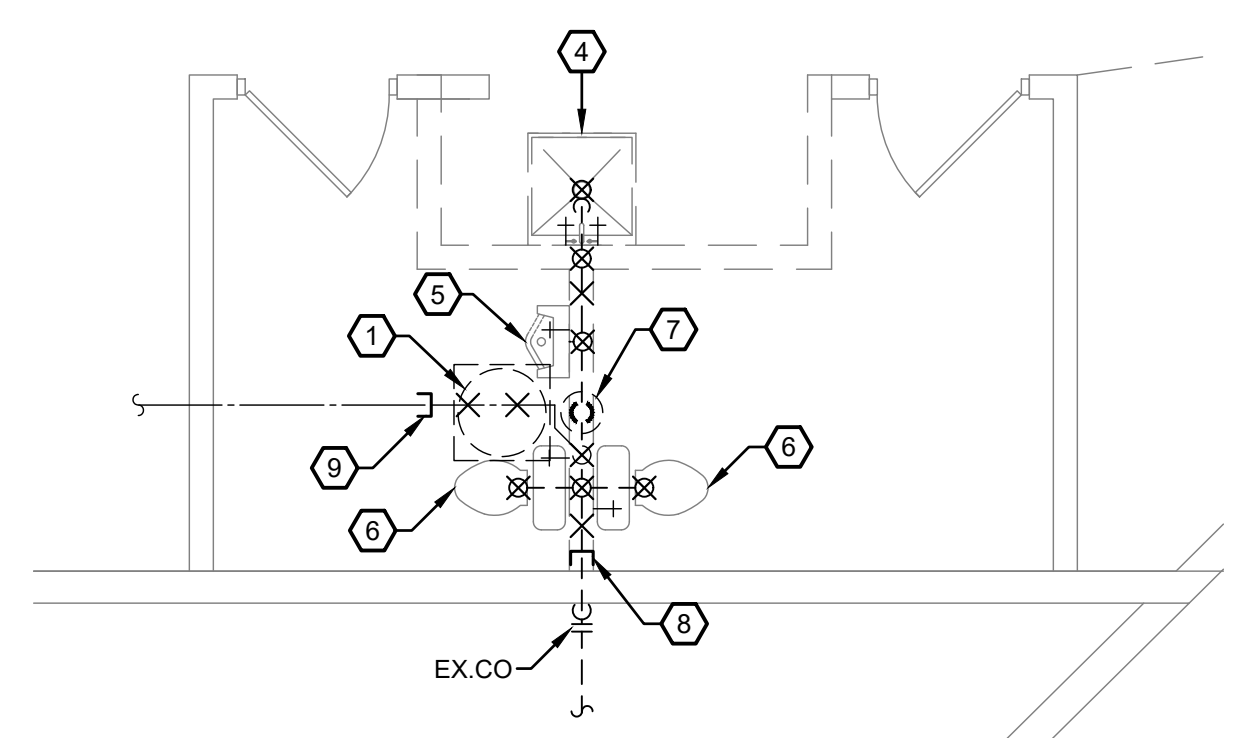
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1 PLUMBING DEMOLITION PLAN  
SCALE: 3/32"=1'-0"



2 ENLARGED PLUMBING DEMOLITION PLAN  
SCALE: 1/4"=1'-0"

PLUMBING KEY NOTES

1. EXISTING WATER HEATER TO BE REMOVED. REMOVE ALL ASSOCIATED PIPING.
2. EXISTING VENT PIPING AND VENT THRU ROOF TO BE REMOVED. PATCH ROOF AS REQUIRED.
3. EXISTING HOSE BIBB TO REMAIN.
4. EXISTING UTILITY SINK TO BE REMOVED. REMOVE ALL ASSOCIATED PIPING.
5. EXISTING URINAL TO BE REMOVED. REMOVE ALL ASSOCIATED PIPING.
6. EXISTING WATER CLOSET TO BE REMOVED. REMOVE ALL ASSOCIATED PIPING.
7. EXISTING 3" VENT THRU ROOF TO REMAIN. CAP VENT PIPING ABOVE CEILING.
8. EXISTING 4" SANITARY PIPING TO BE PLUGGED BELOW SLAB.
9. EXISTING COLD WATER PIPING TO BE CAPPED ABOVE CEILING.

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PLUMBING DEMOLITION FLOOR PLAN  
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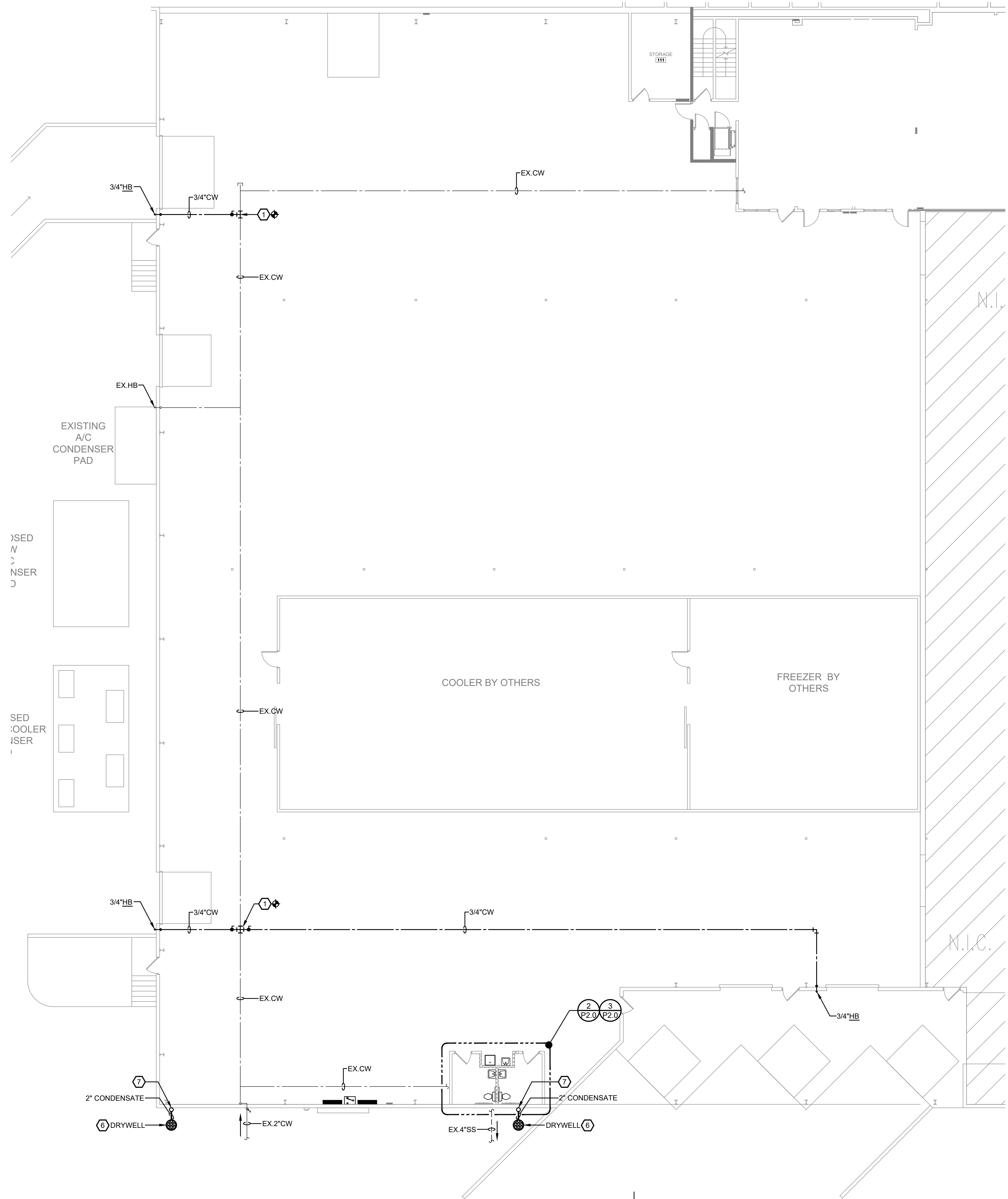
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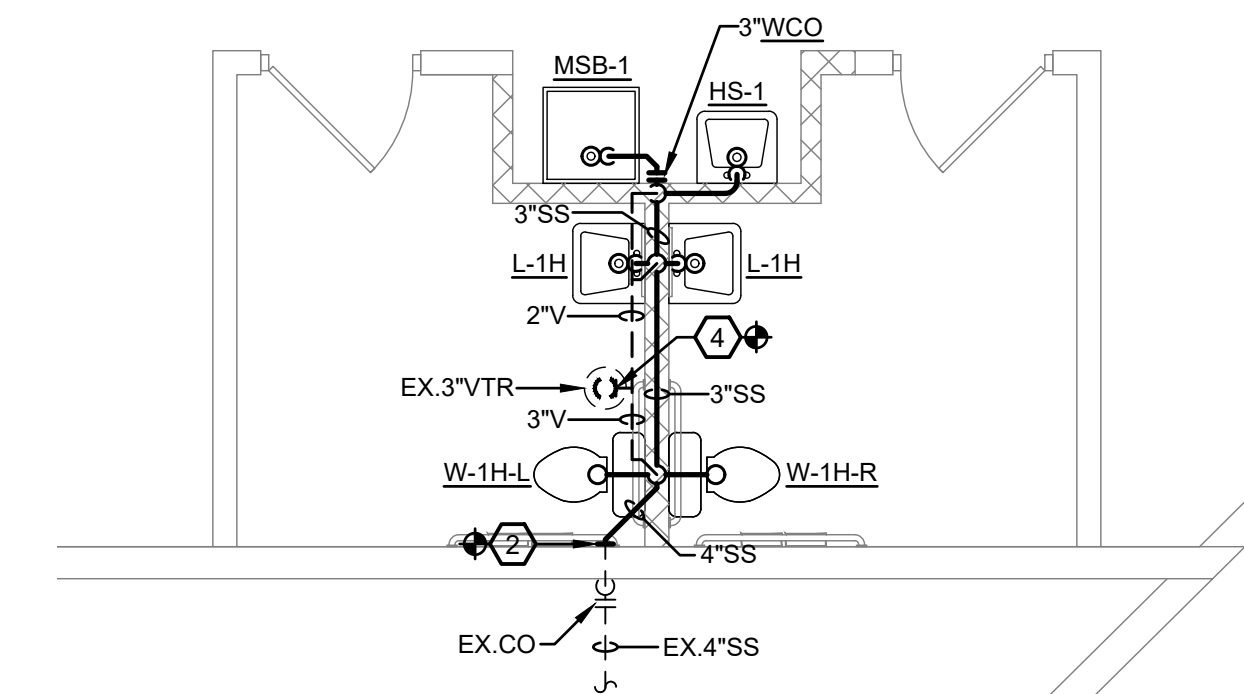
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- ### PLUMBING KEY NOTES
1. CONNECT NEW 3/4" COLD WATER PIPING TO EXISTING COLD WATER PIPING (VERIFY EXACT LOCATION & SIZE).
  2. CONNECT NEW 4" SANITARY PIPING TO EXISTING SANITARY PIPING BELOW SLAB (VERIFY EXACT LOCATION, SIZE & DEPTH).
  3. CONNECT NEW 1-1/2" COLD WATER PIPING TO EXISTING COLD WATER PIPING ABOVE CEILING (VERIFY EXACT LOCATION & SIZE).
  4. CONNECT NEW 3" VENT PIPING TO EXISTING VENT PIPING ABOVE CEILING (VERIFY EXACT LOCATION & SIZE).
  5. NEW WATER HEATER ABOVE CEILING. PROVIDE PLATFORM.
  6. NEW DRYWELL. SEE DETAIL ON SHEET #P3.0.
  7. 2" PVC STUB UP FOR CONDENSATE FROM COOLER/FREEZER EVAPORATORS (SEE MECHANICAL DRAWINGS)

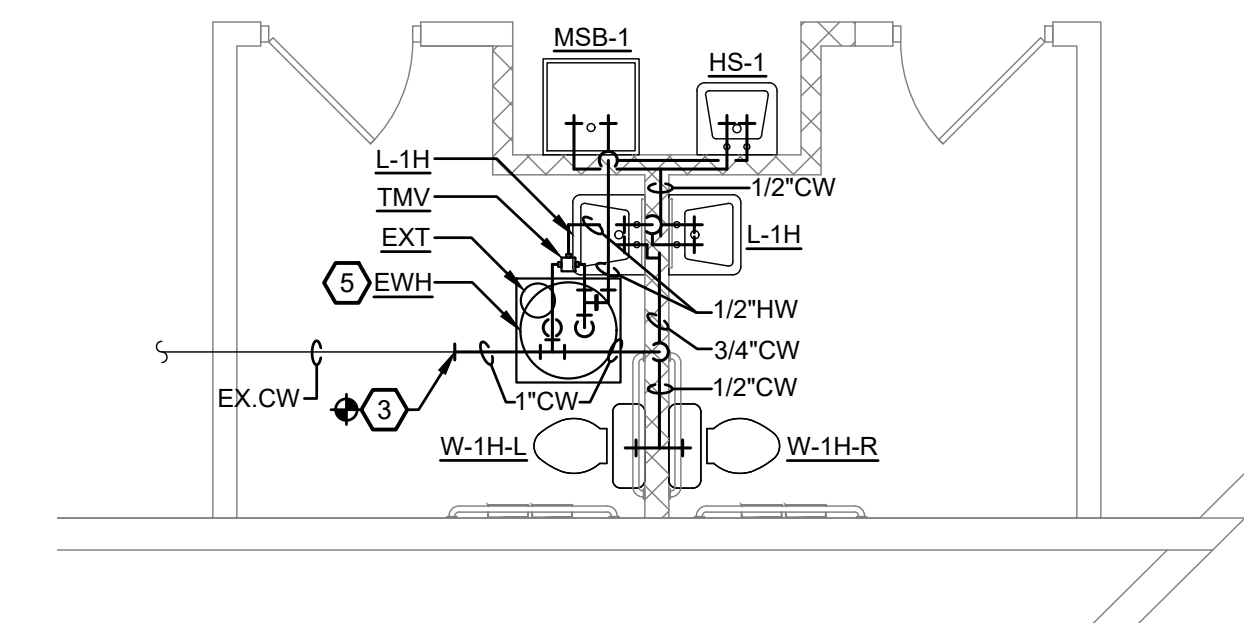
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**1 PLUMBING RENOVATION PLAN - OVERALL**  
SCALE: 3/32"=1'-0"



**2 ENLARGED PLUMBING PLAN - SANITARY & VENT**  
SCALE: 1/4"=1'-0"



**3 ENLARGED PLUMBING PLAN - DOMESTIC WATER**  
SCALE: 1/4"=1'-0"

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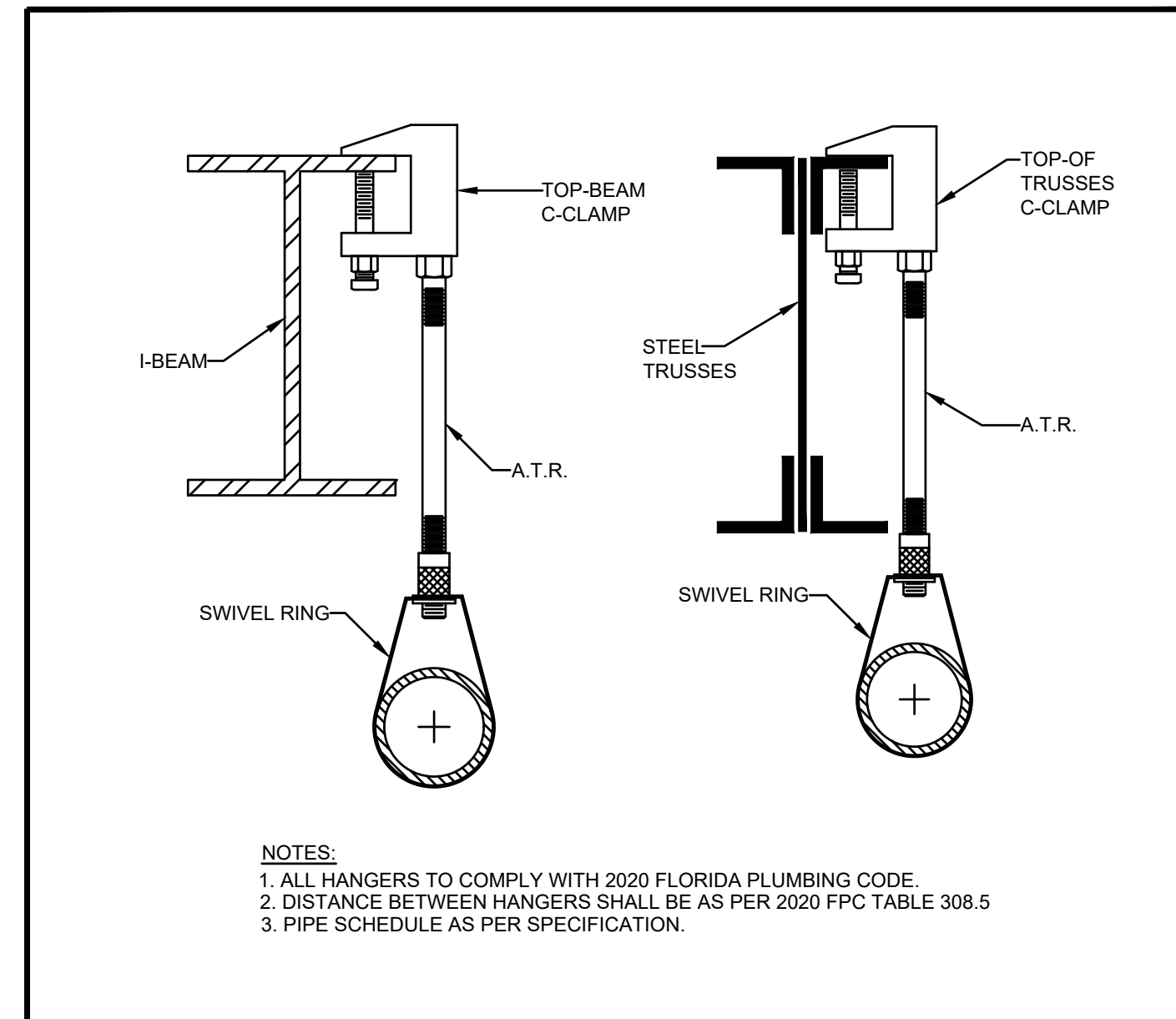
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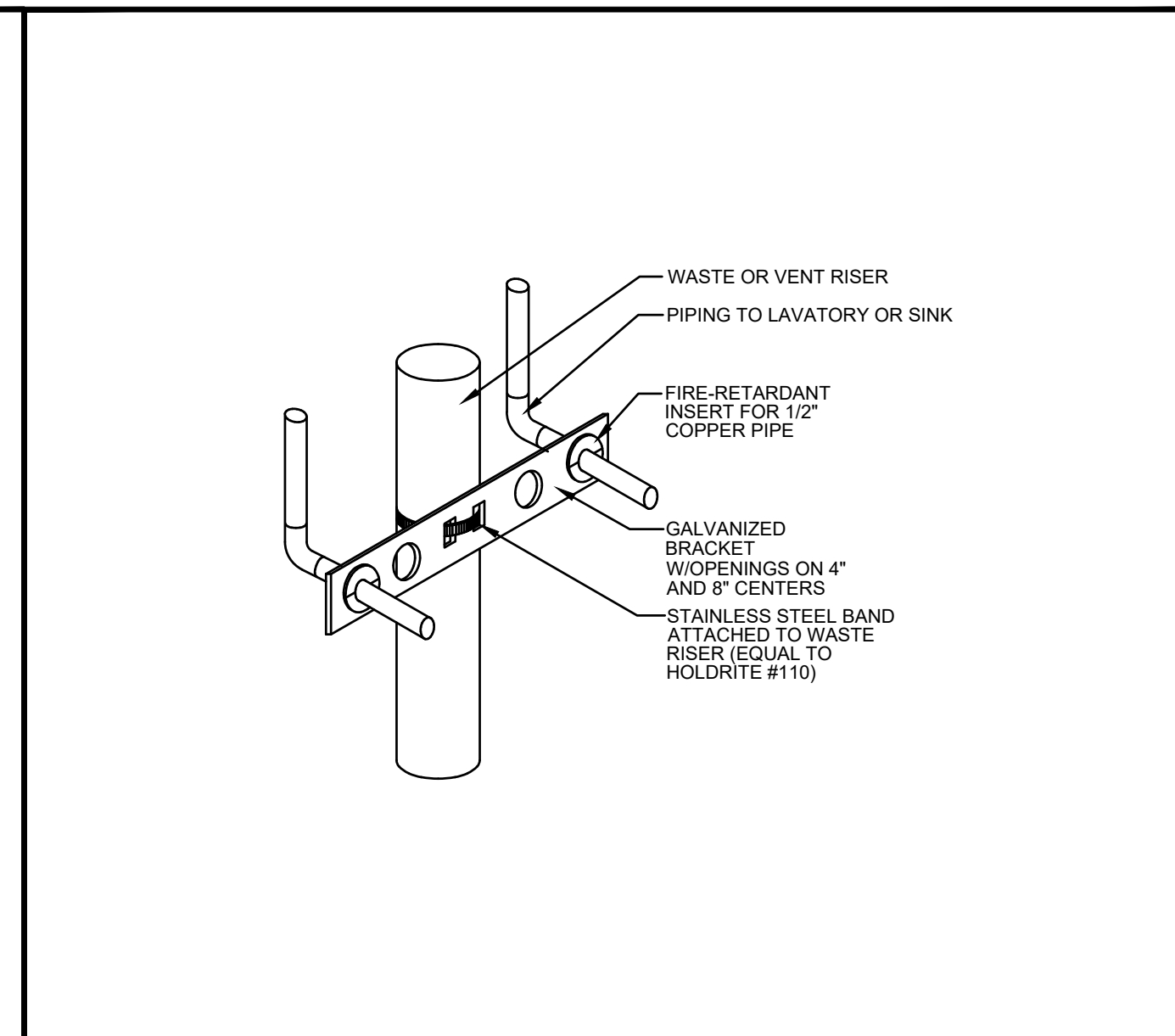
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	CA-8468	

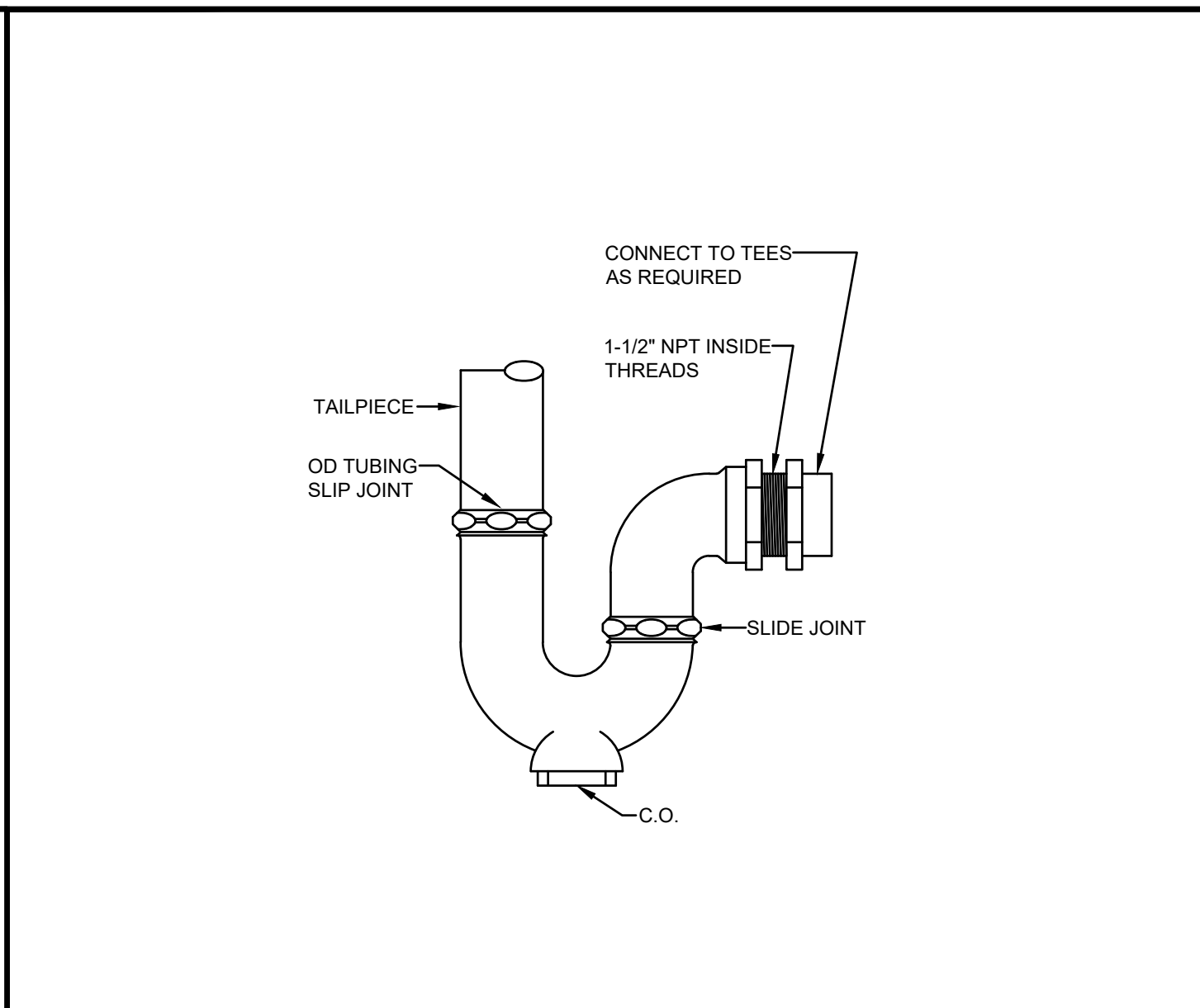
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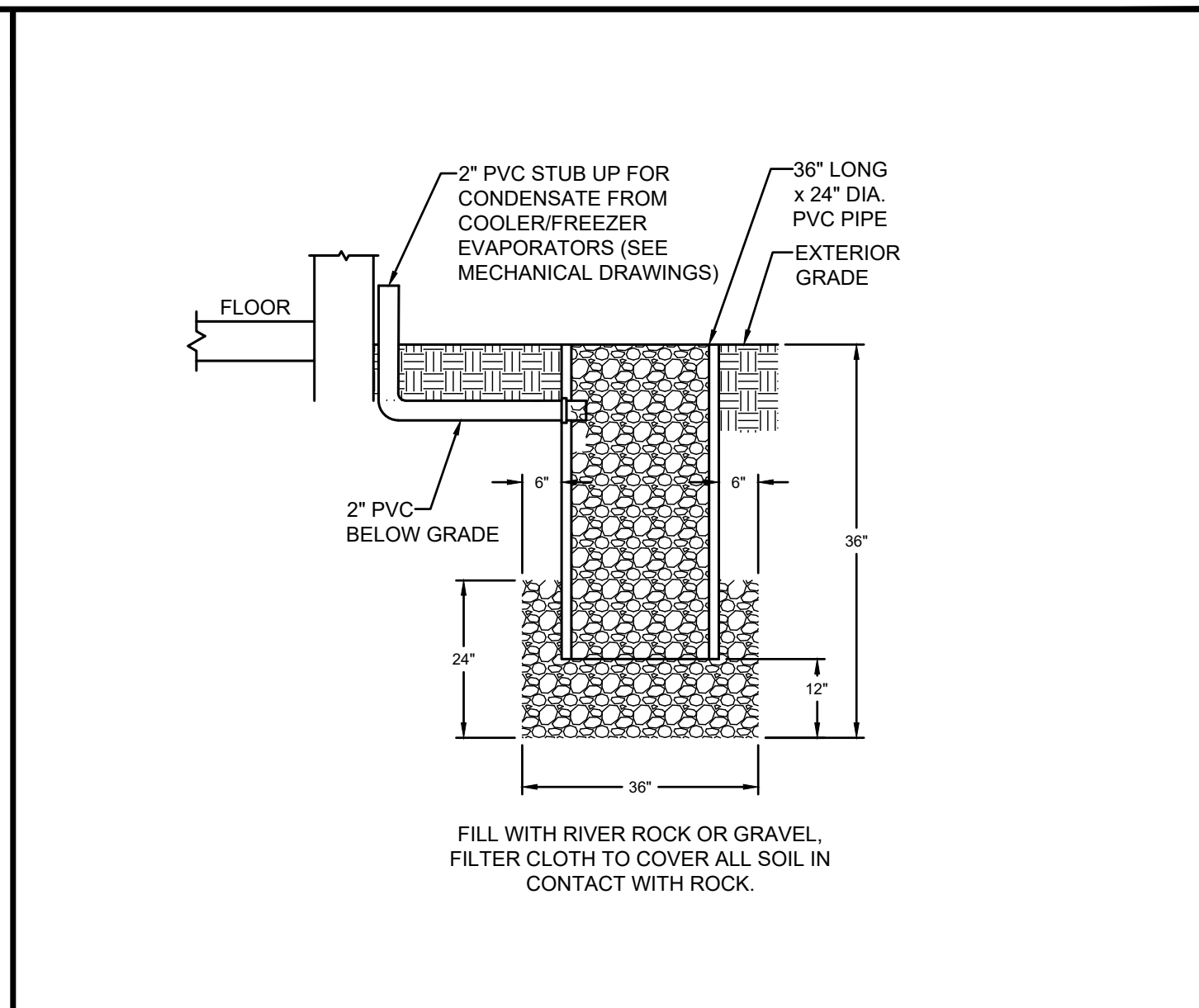
① HANGER DETAIL  
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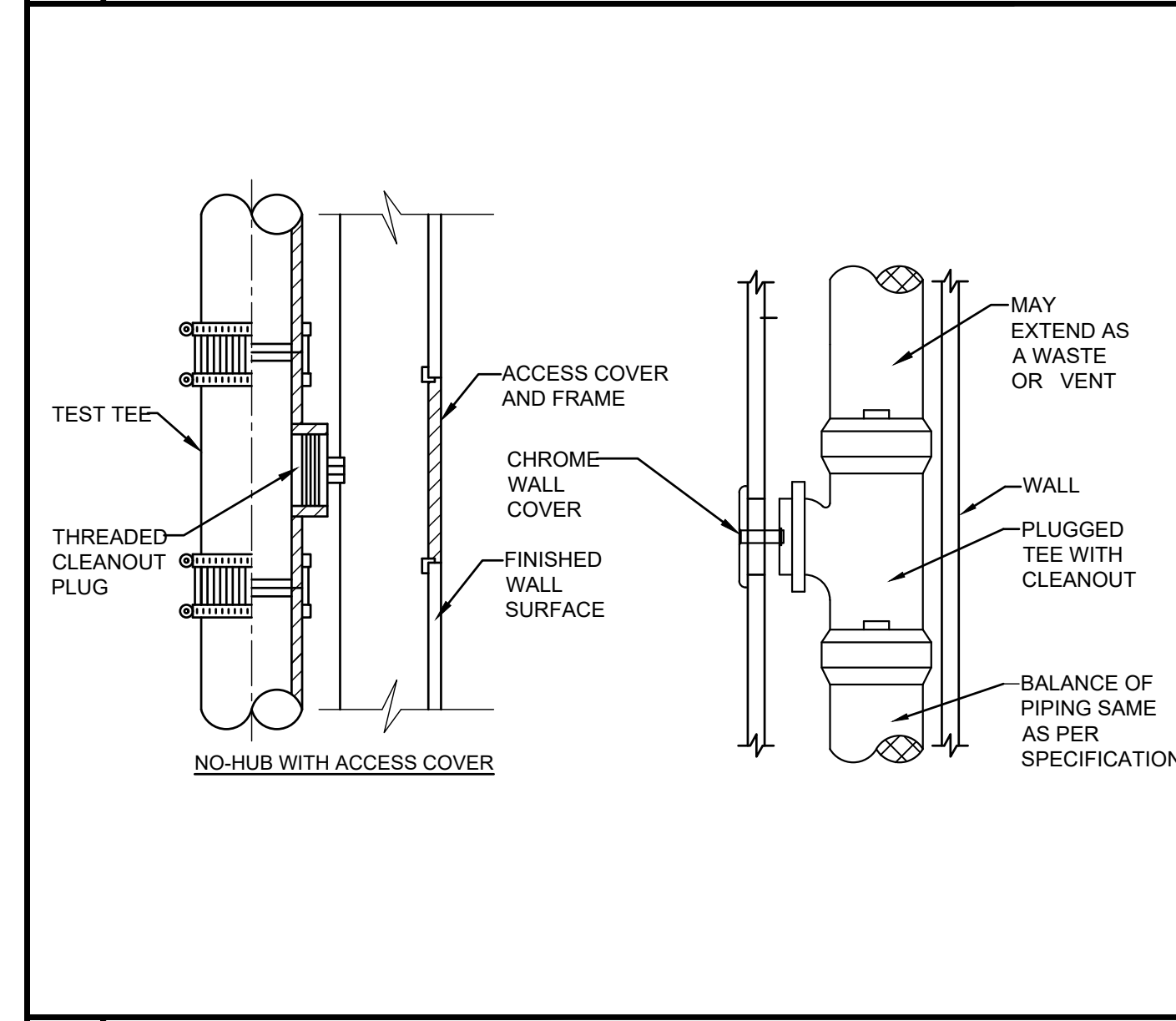
② WATER PIPING SUPPORTS DETAIL  
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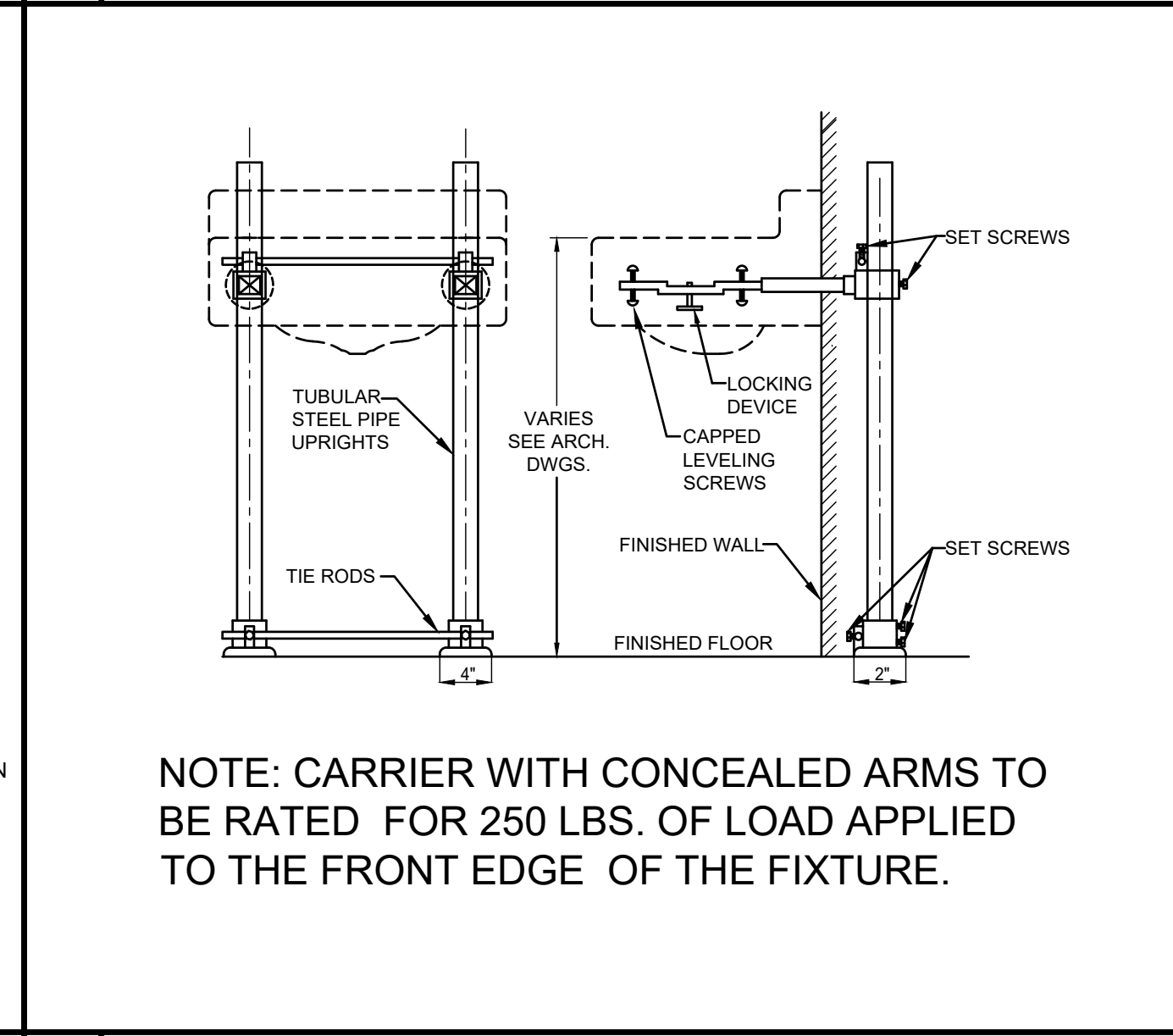
③ P-TRAP DETAIL  
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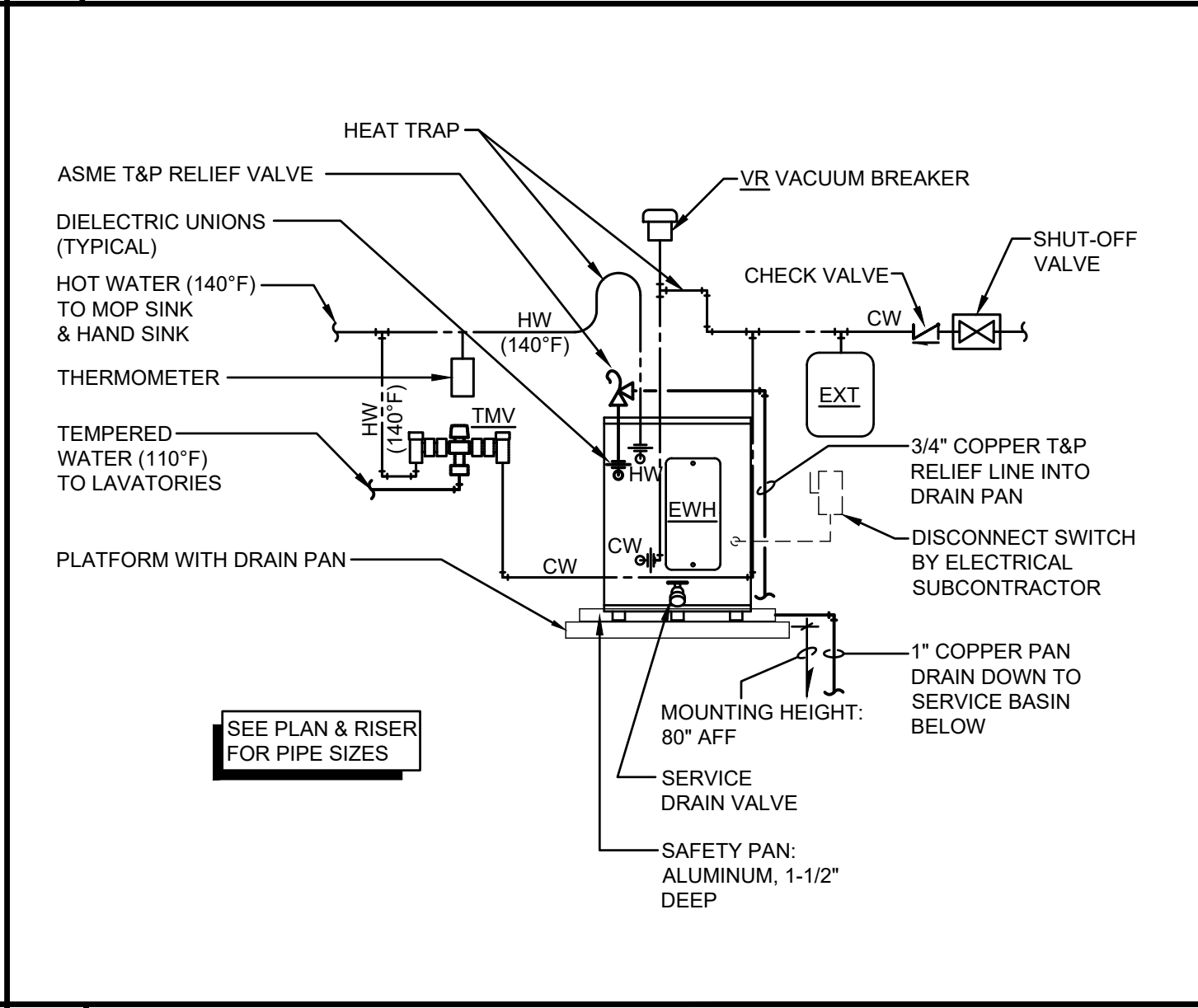
④ DRYWELL DETAIL  
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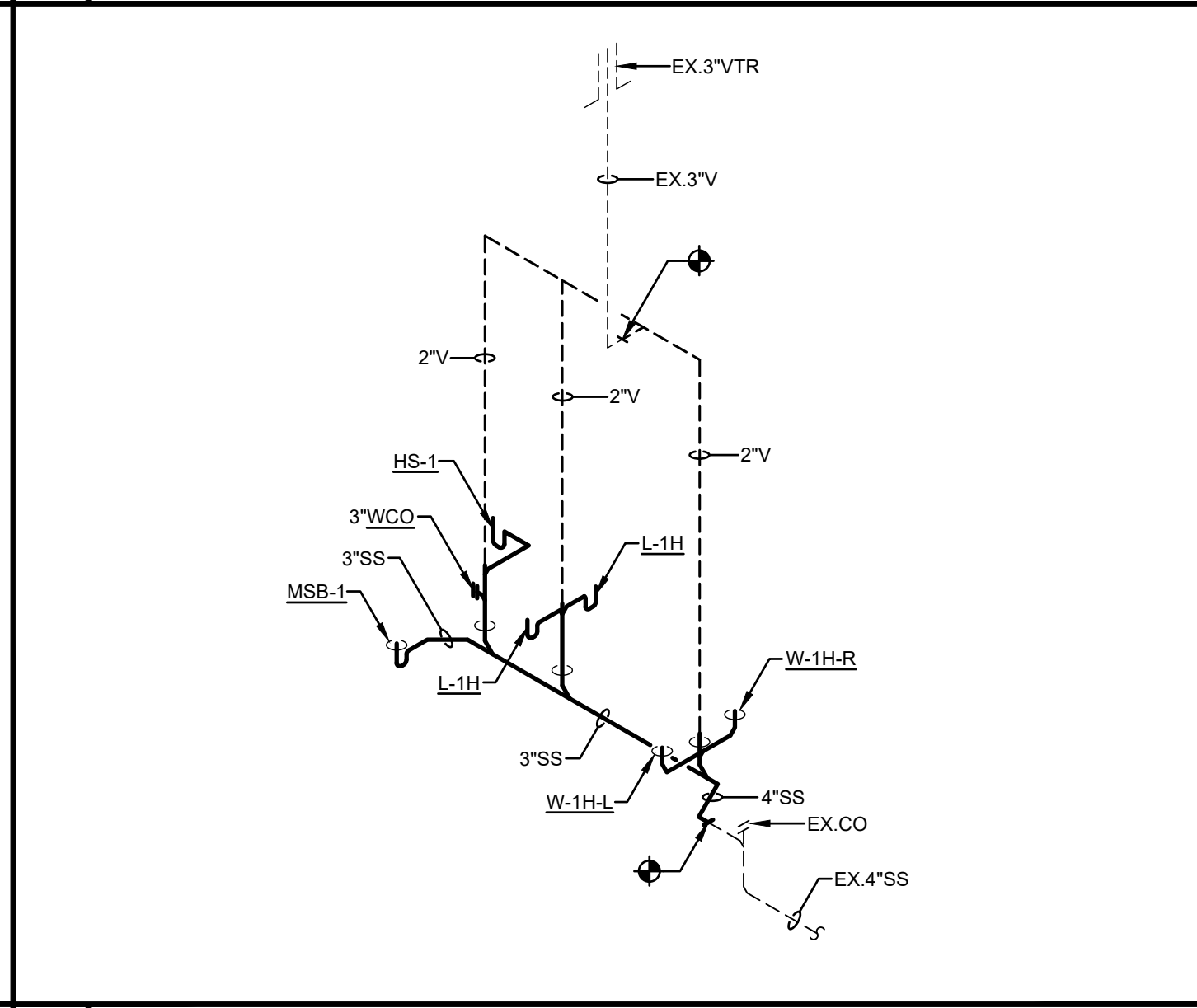
⑤ WALL CLEANOUT DETAIL  
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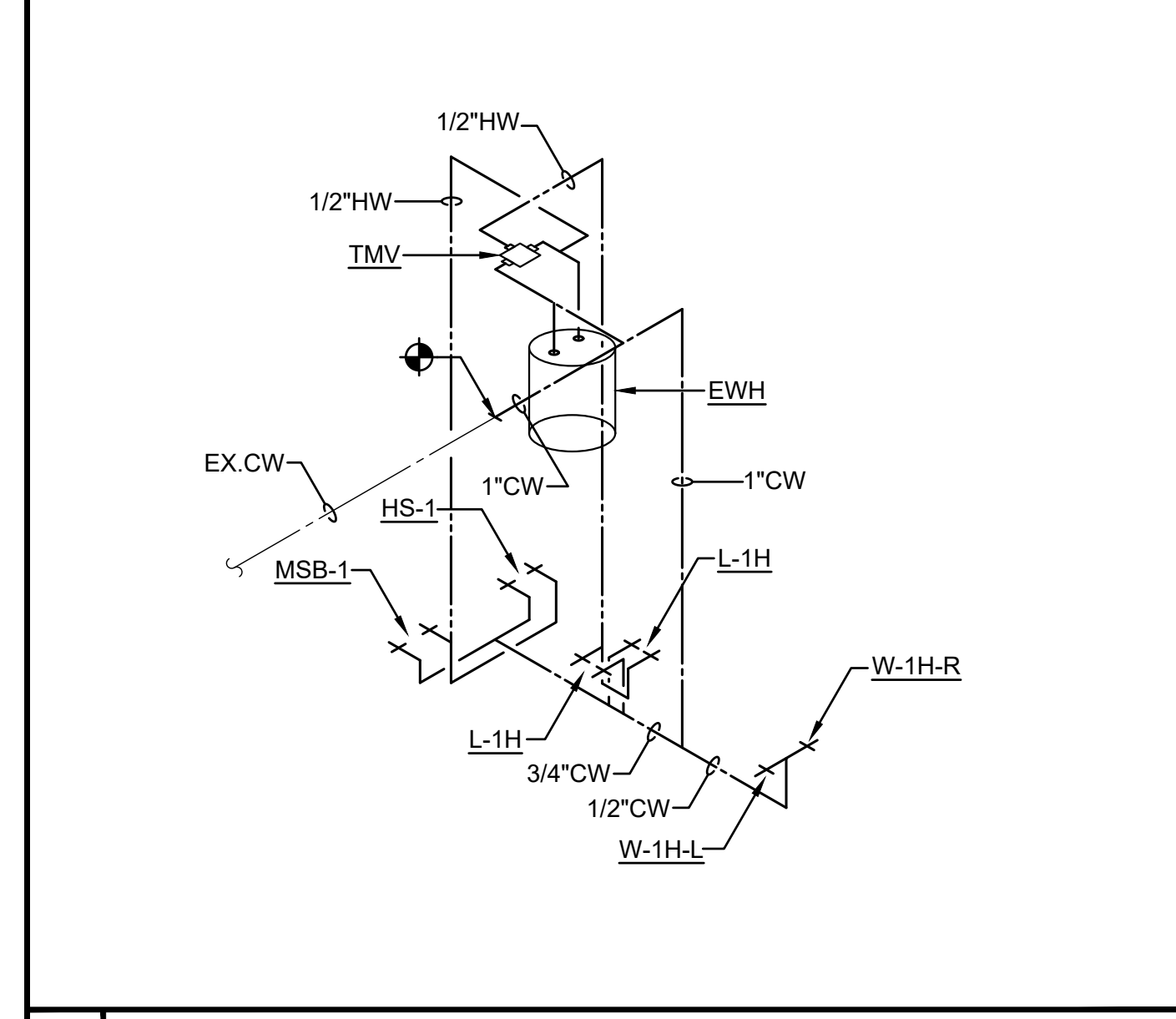
⑥ LAVATORY CARRIER DETAIL  
NOT TO SCALE



⑦ ELECTRIC TANK TYPE WATER HEATER DETAIL  
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⑧ SANITARY RISER DIAGRAM  
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⑨ DOMESTIC WATER DIAGRAM  
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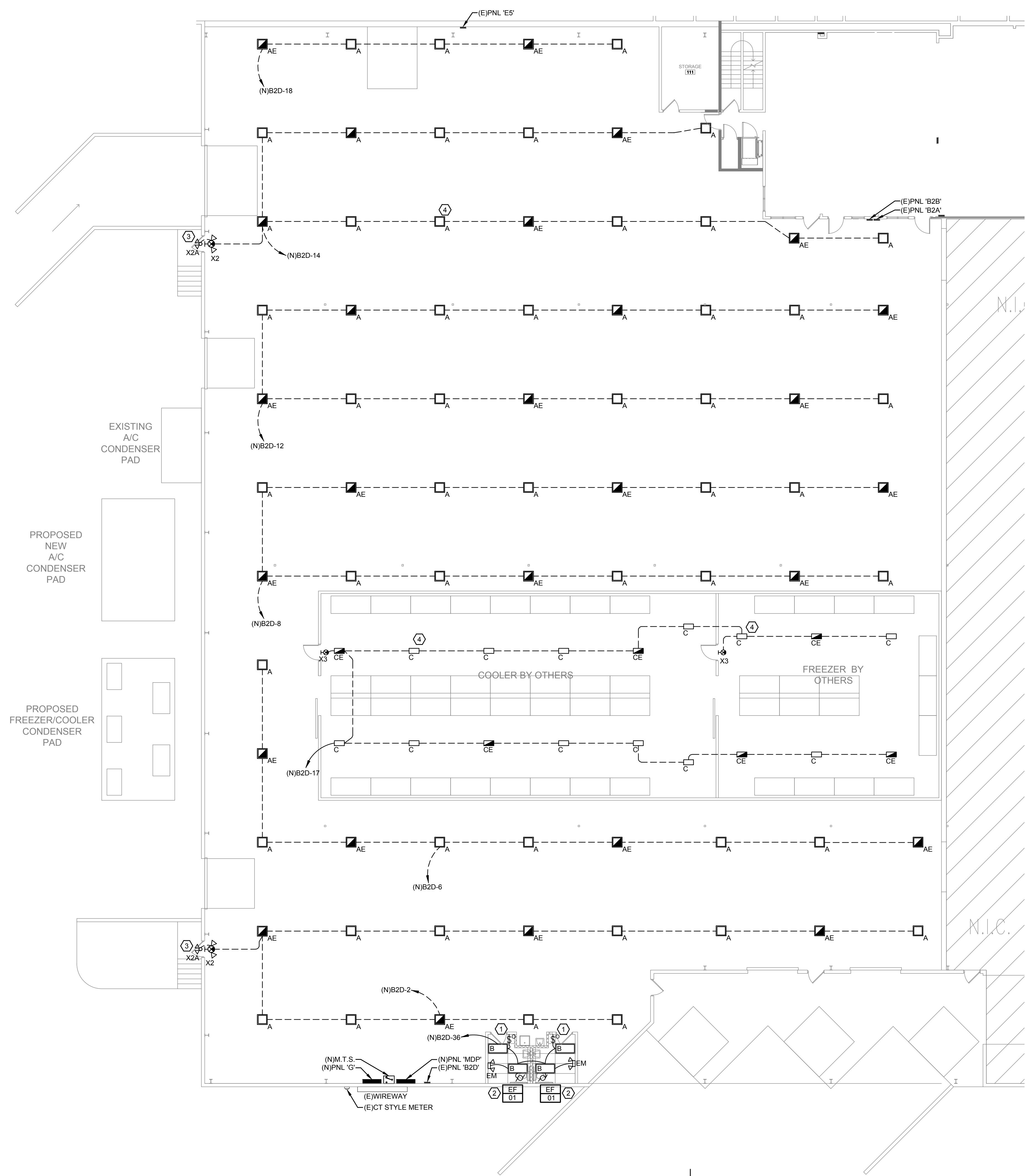
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- ### ELECTRICAL NOTES
1. PROVIDE NEW DUAL TECH. WALL MOUNTED OCCUPANCY SENSOR SWITCH. WALL SWITCH TO BE WATTSTOPPER #DSW-301-W.
  2. EXHAUST FAN TO CONTROLLED BY LIGHTING CONTROL IN THIS ROOM.
  3. LOW VOLTAGE, WEATHERPROOF, REMOTE EMERGENCY HEADS. TIE IN TO EXIT SIGN IN THE INTERIOR SIDE OF DOOR. REFER TO FIXTURE SCHEDULE FOR MORE INFORMATION.
  4. LIGHT FIXTURE PROVIDED WITH INTEGRAL OCCUPANCY SENSOR. REFER TO LIGHT FIXTURE SCHEDULE FOR DETAILS. TYPICAL.

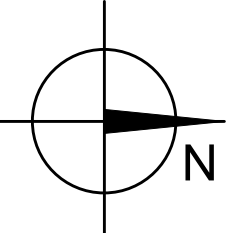
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EXISTING A/C CONDENSER PAD

PROPOSED NEW A/C CONDENSER PAD

PROPOSED FREEZER/COOLER CONDENSER PAD

① ELECTRICAL LIGHTING RENOVATION PLAN  
SCALE: 3/32"=1'-0"



**100% REVIEW SET - NOT FOR CONSTRUCTION**

ELECTRICAL LIGHTING RENOVATION PLAN

**ST PETERSBURG FREE CLINIC  
SKYWAY BUSINESS CENTER  
2392 31 STREET SOUTH  
ST PETERSBURG, FL 33712**

REVISIONS:	

CHRIS CULBERTSON  
ARCHITECT AR #91712

E2.0

Issue Date: 11/14/2022  
Project No.: 222047

Advanced Systems Engineering, Inc.

Project Engineer Peter J. Pastore PE-77103	<b>ASE</b>	Job No. 22098.03 Manager: PJP CADD: KCW CA-8468
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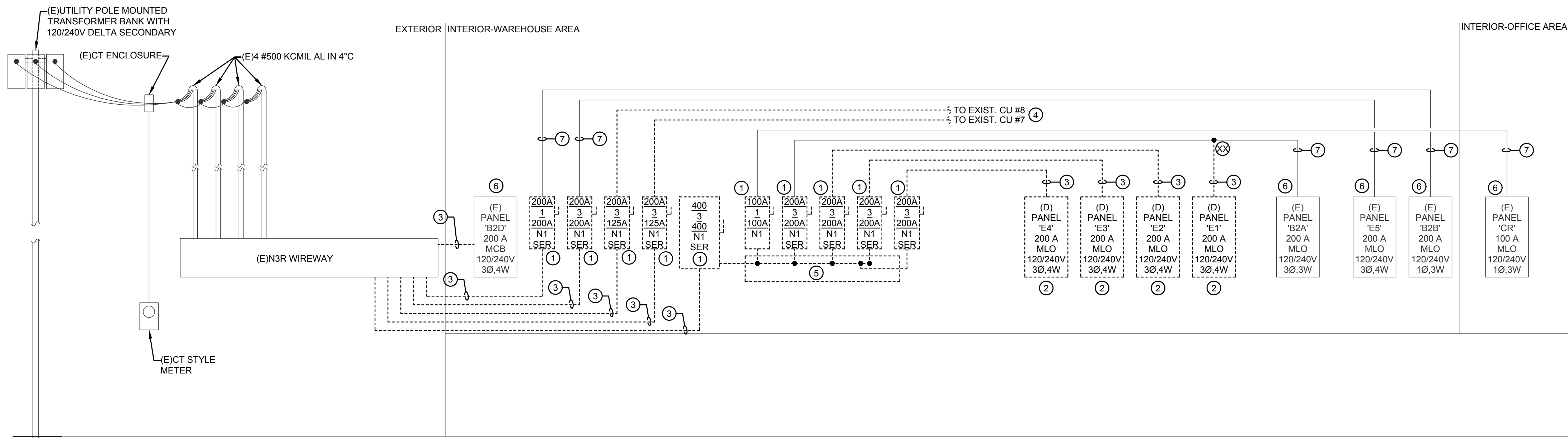
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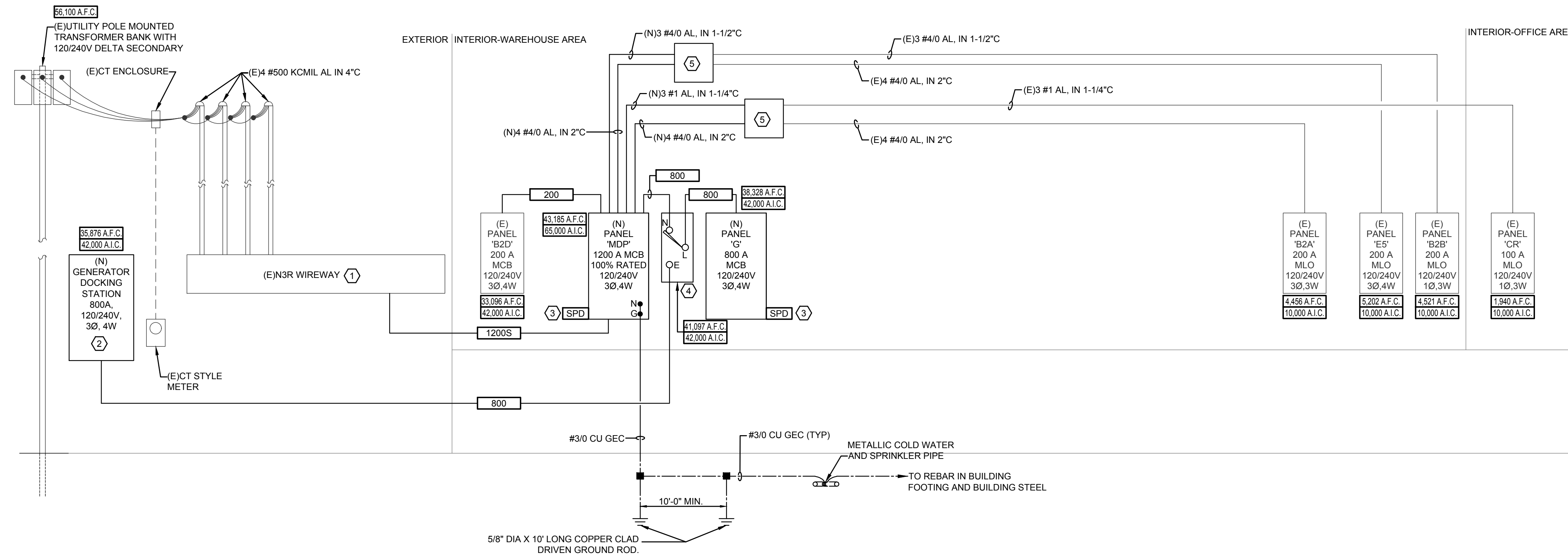
AA26000994  
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1 ELECTRICAL POWER RISER DIAGRAM - DEMOLITION  
SCALE: NOT TO SCALE



2 ELECTRICAL POWER RISER DIAGRAM - RENOVATION  
SCALE: NOT TO SCALE

ELECTRICAL DEMOLITION NOTES

- EXISTING DISCONNECT TO BE REMOVED IN ITS ENTIRETY.
- EXISTING PANEL TO BE REMOVED IN ITS ENTIRETY. REMOVE ALL EXISTING BRANCH CIRCUIT CONDUIT AND WIRE COMPLETELY BACK TO SOURCE PANEL.
- EXISTING FEEDER TO BE REMOVED IN ITS ENTIRETY. ELECTRICAL CONTRACTOR SHALL PATCH EXISTING THROUGH WALL PENETRATIONS TO MATCH EXISTING AREA.
- EXISTING BRANCH CIRCUIT CONDUIT AND WIRE TO BE REMOVED IN ITS ENTIRETY. REFER TO DEMOLITION FLOOR PLAN FOR MORE INFORMATION.
- EXISTING N1 WIREWAY TO BE REMOVED IN ITS ENTIRETY.
- EXISTING PANEL TO REMAIN. PANEL TO BE REFEED FROM NEW MAIN DISTRIBUTION PANEL BOARD. REFER TO RENOVATION RISER DIAGRAM ON THIS SHEET FOR MORE INFORMATION.
- EXISTING FEEDER TO REMAIN. FEEDER TO BE REROUTED TO NEW MAIN DISTRIBUTION PANEL BOARD. REFER TO RENOVATION RISER DIAGRAM ON THIS SHEET FOR MORE INFORMATION.

ELECTRICAL RENOVATION NOTES

- MAKE TERMINATIONS IN EXISTING N3R WIREWAY UTILIZING MULTI-PORT, INSULATED MECHANICAL STYLE LUGS. PROVIDE NUMBER OF PORTS AS REQUIRED FOR EACH TERMINATION.
- PROVIDE NEW 800 AMP, 120/240V, 3Ø, 4W GENERATOR DOCKING STATION. DOCKING STATION TO BE TRYSTAR #GDS-082W-LM OR APPROVED EQUAL.
- PROVIDE NEW LEVEL 1 SURGE PROTECTION DEVICE (SPD). SPD TO BE PQ PROTECTION MODEL #PQM200-120/240.3Ø, UL 1449 4TH EDITION LISTED OR APPROVED EQUAL.
- PROVIDE NEW NEMA 1, 800A, 120/240, 3Ø, 4W, 4-POLE MANUAL TRANSFER SWITCH (MTS).
- PROVIDE 18" X 18" X 6" NEMA 1 JUNCTION BOX. SPLICE FEEDERS IN JUNCTION BOX UTILIZING MULT-PORT, INSULATED, MECHANICAL STYLE LUGS. PROVIDE NUMBER OF PORTS AS REQUIRED FOR EACH TERMINATION.

FAULT CURRENT STUDY

UTILITY/ORIGIN VOLTS: 240		TRANSFORMER KVA: 300		UTILITY/ORIGIN FAULT: 56100					
ORIGIN	DESTINATION	LENGTH	WIRE	SIZE	SETS	X/R RATIO	FAULT	X/R RATIO	FAULT
XFMR	MDP	70	AL	500	4	2.70	56100	1.92	43185
MDP	MTS	15	AL	500	4	1.92	43185	1.83	41097
MTS	PNL G	15	AL	400	3	1.83	41097	1.70	38328
MDP	EX PNL B2D	15	AL	250	1	1.92	43185	1.31	33096
MDP	EX PNL B2A	320	AL	400	1	1.92	43185	0.46	4456
MDP	EX PNL B2B	315	AL	400	1	1.92	43185	0.46	4521
MDP	EX PNL E5	270	AL	400	1	1.92	43185	0.47	5202
MDP	EX PNL CR	325	AL	1	1	1.92	43185	0.20	1940
MTS	GEN DOCKING STAT.	30	AL	400	3	1.83	41097	1.59	35876

GENERAL NOTES:  
 1. THE FAULT CURRENT STUDY IS BASED ON THE TRANSFORMER SIZE INDICATED ABOVE.  
 2. THE ELECTRICAL CONTRACTOR SHALL CONFIRM UTILITY TRANSFORMER AVAILABLE FAULT CURRENT PRIOR TO ORDERING GEAR.  
 3. THE ELECTRICAL CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY IF FAULT CURRENT IS DIFFERENT THAN INDICATED ABOVE.  
 4. SERIES RATING OF CIRCUIT BREAKERS IS PERMITTED IN ALL LOCATIONS WHERE PERMITTED BY LOCAL JURISDICTION.  
 5. WHERE SERIES RATING IS UTILIZED, PROVIDE MANUFACTURERS TESTING DOCUMENTATION FOR ALL BREAKERS WITH SUBMITTALS.

FEEDER SCHEDULE

SYMBOL	COPPER				ALUMINUM				NOTES
	SETS	PHASE & NEUTRAL	CONDUIT SIZE	(PER SET)	SETS	PHASE & NEUTRAL	CONDUIT SIZE	(PER SET)	
1200S	4	4#500 KCMIL	---	3"	4	4#500 KCMIL	---	3-1/2"	
200	1	4#60	1#6	2"	1	4#60 KCMIL	1#6	2"	
800	3	4#500 KCMIL	1#50	3"	3	4#500 KCMIL	1#50	3"	

ABBREVIATIONS:  
 S+ SERVICE  
 P+ PHASE ONLY (SINGLE PHASE WITH NEUTRAL OR THREE PHASE WITH NO NEUTRAL)  
 L+ LINE RATED (WIRE RATED LESS THAN THE FULL AMPACITY RATING OF THE BREAKER)

BUILDING LOAD SUMMARY

EXISTING 1-YEAR PEAK DEMAND (N KW)	102.0 KW
POWER FACTOR CORRECTION	0.8
EXISTING 1-YEAR PEAK DEMAND (N KVA)	127.5 KVA
125% OF EXISTING 1-YEAR PEAK DEMAND	159.4 KVA
LESS LOADS REMOVED	-99.0 KVA
PLUS LOADS ADDED	411.1 KVA
TOTAL	480.5 KVA
AMPERES 240 V, 3 PHASE	1155.8 Amps

EXISTING SERVICE IS RATED FOR 1200 AMPS AT 240V, 3PH

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 ELECTRICAL RISER DIAGRAMS  
 ST PETERSBURG FREE CLINIC  
 SKYWAY BUSINESS CENTER  
 2392 31 STREET SOUTH  
 ST PETERSBURG, FL 33712

REVISIONS:		

CHRIS CULBERTSON  
 ARCHITECT AR #91712

**E3.0**

Issue Date: 11/14/2022  
 Project No.: 222047

PANEL: 'G' (NEW)										ACCESSORIES:												
VOLTAGE: 240 /120 PHASE: 3					MOUNTING: SURFACE					VOLTAGE: 240 /120 PHASE: 3					MOUNTING: SURFACE							
AMPS 800 AMP MCB WIRE: 4					NEMA 1 AIC: (SEE CALC)					AMPS 1200 AMP MCB WIRE: 4					NEMA 1 AIC: (SEE CALC)							
LOAD (KVA)										LOAD (KVA)												
LTG	REC	MISC	COOL	HEAT	MTR	AMPS	POLE	LOAD DESCRIPTION	CKT	A	B	C	CKT	LOAD DESCRIPTION	AMPS	POLE	LTG	REC	MISC	COOL	HEAT	MTR
		9.7	5.3	0.7	110	3		COOLER CU-1	1				2	COOLER CU-3	110	3			9.7	5.3	0.7	
		9.7	5.3	0.7	--	--			3				4		--	--			9.7	5.3	0.7	
		9.7	5.3	0.7	--	--			5				6		--	--			9.7	5.3	0.7	
		9.7	5.3	0.7	110	3		COOLER CU-2	7				8	FREEZER CU-2	150	3			13.2	8.0	1.2	
		9.7	5.3	0.7	--	--			9				10		--	--			13.2	8.0	1.2	
		9.7	5.3	0.7	--	--			11				12		--	--			13.2	8.0	1.2	
		13.2	8.0	1.2	150	3		FREEZER CU-1	13				14	DOCK LEVELER 2 (1HP)	15	3						0.5
		13.2	8.0	1.2	--	--			15				16		--	--						0.5
		13.2	8.0	1.2	--	--			17				18		--	--						0.5
		0.5	15	3				DOCK LEVELER 1 (1HP)	19				20	1-1/2" SPACE								
		0.5	--	--	--	--			21				22	1-1/2" SPACE								
		0.5	--	--	--	--			23				24	1-1/2" SPACE								
								1-1/2" SPACE	25				26	1-1/2" SPACE								
								1-1/2" SPACE	27				28	1-1/2" SPACE								
								1-1/2" SPACE	29				30	1-1/2" SPACE								
								1-1/2" SPACE	31				32	1-1/2" SPACE								
								1-1/2" SPACE	33				34	1-1/2" SPACE								
								1-1/2" SPACE	35				36	1-1/2" SPACE								
								1-1/2" SPACE	37				38	SPD	30	3						
								1-1/2" SPACE	39				40		--	--						
								1-1/2" SPACE	41				42		--	--						
CONNECTED LOAD SUMMARY (KVA)										DEMAND LOAD SUMMARY												
LTG	REC	A	B	C	TOTALS	D.F.	COMMENTS					LOAD										
		0.0	0.0	0.0	0.0	1.00						0.0 KVA										
		0.0	0.0	0.0	0.0	1.00						0.0 KVA										
		55.9	55.5	55.5	166.9	1.00						166.4 KVA										
		32.0	32.0	32.0	96.0	1.00						96.0 KVA										
		0.0	0.0	0.0	0.0	1.00						0.0 KVA										
		5.7	5.7	5.7	17.0	1.05	125% OF LARGEST MOTOR PLUS 100% OF REMAINDER					17.9 KVA										
CONNECTED LOAD PER PHASE										DEMAND LOAD: 280.3 KVA												
PHASE A 93.1 KVA 776.1 AMPS										Breaker Notes ( )												
PHASE B 93.1 KVA 776.1 AMPS										1. NEW BREAKER, NEW WIRE												
PHASE C 93.1 KVA 776.1 AMPS										2. EXISTING BREAKER, ABANDONED AS SPARE												
										3. EXISTING BREAKER, ABANDONED AS SPARE												
										4. NEW BREAKER, NEW WIRE												
										5. EXISTING BREAKER, ABANDONED AS SPARE												
										6. NEW BREAKER, NEW WIRE												
										DEMAND CURRENT: 674.3 AMPS												
NOTE: MULTI-WIRE BRANCH CIRCUIT BREAKERS SHALL BE PROVIDED WITH LISTED HANDLE TIES TO DISCONNECT EACH PHASE CONDUCTOR SHARING A NEUTRAL, OR PROVIDE MULTI-POLE CIRCUIT BREAKERS, OR PROVIDE DEDICATED NEUTRALS.																						

PANEL: 'MDP' (NEW)										ACCESSORIES:																
VOLTAGE: 240 /120 PHASE: 3					MOUNTING: SURFACE					VOLTAGE: 240 /120 PHASE: 3					MOUNTING: SURFACE											
AMPS 1200 AMP MCB WIRE: 4					NEMA 1 AIC: (SEE CALC)					AMPS 1200 AMP MCB WIRE: 4					NEMA 1 AIC: (SEE CALC)											
LOAD (KVA)										LOAD (KVA)																
LTG	REC	MISC	COOL	HEAT	MTR	AMPS	POLE	LOAD DESCRIPTION	CKT	A	B	C	CKT	LOAD DESCRIPTION	AMPS	POLE	LTG	REC	MISC	COOL	HEAT	MTR				
		19.5	1.6	0.0	0.0	0.0	0.0	200	3				1	PANEL 'B2D'	800	3			0.0	0.0	55.5	32.0	0.0	5.7		
		0.0	0.0	0.0	0.0	0.0	0.0	--	--				3		--	--			0.0	0.0	55.5	32.0	0.0	5.7		
		16.5	1.6	0.0	0.0	0.0	0.0	--	--				5		--	--			0.0	0.0	55.5	32.0	0.0	5.7		
		0.0	0.0	0.0	0.0	0.0	0.0	200	3				7	PANEL 'B2A'	200	2			6.5	7.7	11.3	0.0	0.0	0.0		
		0.0	0.0	0.0	0.0	0.0	0.0	--	--				9		--	--			5.4	8.5	7.8	0.0	0.0	0.0		
		0.0	0.0	0.0	0.0	0.0	0.0	--	--				11		--	--										
		0.0	0.0	0.0	0.0	0.0	0.0	200	3				13	PANEL 'E5'									3.3	2.4		
		0.0	0.0	0.0	0.0	0.0	0.0	--	--				15		--	--								3.3	2.4	
		0.0	0.0	0.0	0.0	0.0	0.0	--	--				17		--	--								3.3	2.4	
		6.4						50	3				19	CU-01									10.0	2.4		
		6.4						--	--				21		--	--							10.0	2.4		
		6.4						--	--				23		--	--							10.0	2.4		
		14.1						125	3				25	CU-02								6.6	1.7			
		14.1						--	--				27		--	--							6.6	1.7		
		14.1						--	--				29		--	--							6.6	1.7		
		8.9						90	3				31	CU-03								10.0	2.4			
		8.9						--	--				33		--	--							10.0	2.4		
		8.9						--	--				35		--	--							10.0	2.4		
		8.9						30	3				37	SPD								0.0	0.0	0.0	0.0	
								--	--				39		--	--							0.0	0.0	0.0	0.0
								--	--				41		--	--							0.0	0.0	0.0	0.0
CONNECTED LOAD SUMMARY (KVA)										DEMAND LOAD SUMMARY																
LTG	REC	A	B	C	TOTALS	D.F.	COMMENTS					LOAD														
		26.0	5.4	16.5	47.9	1.25						59.9 KVA														
		10.9	10.1	1.6	22.6	0.72	100% OF FIRST 10 KVA PLUS 50% OF REMAINDER					16.3 KVA														
		71.9	67.9	55.5	195.3	1.00						195.3 KVA														
		61.3	61.3	61.3	184.0	1.00						184.0 KVA														
		19.9	19.9	19.9	59.7							0.0 KVA														
		12.0	12.0	12.0	36.1	1.12	125% OF LARGEST MOTOR PLUS 100% OF REMAINDER					40.3 KVA														
CONNECTED LOAD PER PHASE										DEMAND LOAD: 280.3 KVA																
PHASE A KVA AMPS										Breaker Notes ( )																
PHASE B KVA AMPS										1. NEW BREAKER, NEW WIRE																
PHASE C KVA AMPS										2. EXISTING BREAKER, ABANDONED AS SPARE																
										3. EXISTING BREAKER, ABANDONED AS SPARE																
										4. NEW BREAKER, NEW WIRE																
										5. EXISTING BREAKER, ABANDONED AS SPARE																
										6. NEW BREAKER, NEW WIRE																
										DEMAND CURRENT: 674.3 AMPS																
NOTE: MULTI-WIRE BRANCH CIRCUIT BREAKERS SHALL BE PROVIDED WITH LISTED HANDLE TIES TO DISCONNECT EACH PHASE CONDUCTOR SHARING A NEUTRAL, OR PROVIDE MULTI-POLE CIRCUIT BREAKERS, OR PROVIDE DEDICATED NEUTRALS.																										

REFER TO BLDG. LOAD SUMMARY

PANEL: 'E5' (EXIST)										ACCESSORIES:														
VOLTAGE: 240 /120 PHASE: 3					MOUNTING: SURFACE					VOLTAGE: 240 /120 PHASE: 3					MOUNTING: SURFACE									
AMPS 200 AMP MLO WIRE: 4					NEMA 1 AIC: 10,000					AMPS 200 AMP MCB WIRE: 4					NEMA 1 AIC: 10,000									
LOAD (KVA)										LOAD (KVA)														
LTG	REC	MISC	COOL	HEAT	MTR	AMPS	POLE	LOAD DESCRIPTION	CKT	A	B	C	CKT	LOAD DESCRIPTION	AMPS	POLE	LTG	REC	MISC	COOL	HEAT	MTR		
						15	1	SPARE (2)	1				2	SPARE (2)	15	1								
						30	2	SPARE (2)	3				4	SPARE (2)	30	2								
									5				6											
						25	2	SPARE (2)	7				8	SPARE (2)	20	2								
									9				10											
						30	1	SPARE (2)	11				12	SPARE (2)	30	1								
						15	2	SPARE (2)	13				14	SPARE (2)	20	2								
									15				16											
									17				18	LIFT MOTOR (1)	20	1							1.8	
						15	1	SPARE (2)	19				20	LIFT DOOR OPERATOR(1)	20	1							0.2	
									21				22	SPACE [H-LEG]	--	--								
									23				24	LIFT VENTILATION (1)	20	1							0.2	
									25				26	LTG.REC - LIFT PIT (1)	20	1	0.1	0.2						
									27				28	SPACE [H-LEG]	--	--								
									29				30	SPACE	--	--								
									31				32	SPACE	--	--								
									33				34	SPACE [H-LEG]	--	--								
									35				36	SPACE	--	--								
									37				38	SPACE	--	--								
									39				40	SPACE [H-LEG]	--	--								
									41				42	SPACE	--	--								
CONNECTED LOAD SUMMARY (KVA)										DEMAND LOAD SUMMARY														
LTG	REC	A	B	C	TOTALS	D.F.	COMMENTS					LOAD												
		0.1	0.0	0.0	0.1	1.25						0.1 KVA												
		0.2	0.0	0.0	0.2	1.00	100% OF FIRST 10 KVA PLUS 50% OF REMAINDER					0.2 KVA												
		0.0	0.0	0.0	0.0							0.0 KVA												
		0.0	0.0	0.0	0.0							0.0												

**STRUCTURAL NOTES:**

**MISCELLANEOUS**

- 1. BUILDING CODE:
a. APPLICABLE BUILDING CODE = FLORIDA BUILDING CODE 7TH EDITION (2020) - BUILDING.
b. TO THE BEST OF THE ENGINEERS KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE MINIMUM REQUIREMENTS OF THE APPLICABLE BUILDING CODE.
c. ALL MATERIALS AND WORKSMANSHIP SHALL BE IN ACCORDANCE WITH THE APPLICABLE BUILDING CODE.
d. ALL REFERENCE STANDARDS ARE TO BE THE CURRENT EDITION LISTED IN THE REFERENCE STANDARDS SECTION OF THE APPLICABLE BUILDING CODE.
2. DESIGN LOADS:
a. AREA SUPERIMPOSED LIVE LOAD
b. ROOF 20 PSF
c. PUBLIC 100 PSF
d. STAIRS/LANDINGS 100 PSF
e. RAILING/GUARD RAILS 50 PL/200 LB.
f. LIGHT STORAGE 125 PSF
g. AREA DEAD LOAD
h. ROOF EXISTING
i. FLOOR 65 PSF
j. AREA RAIN LOAD
k. ROOF 20 PSF
3. WIND DESIGN CRITERIA:
a. RISK CATEGORY = I
b. DESIGN WIND VELOCITY = 145 MPH (ULTIMATE) / 113 MPH (ASD)
c. EXPOSURE = C
d. ENCLOSED GCPI = 0.18
e. REFER TO SHEET S002 FOR ADDITIONAL INFORMATION.
f. THIS BUILDING IS IN A WIND-BORNE DEBRIS REGION. REFER TO FBC 1609 FOR MINIMUM REQUIREMENTS. CONTRACTOR TO COORDINATE WITH THE WINDOW MANUFACTURER.
g. ALL AWNINGS, CANOPIES, COVERED PORCHES, COVERED DROP OFFS (OR SIMILAR) TO BE DESIGNED FOR OPEN-OBJECTED WIND FLOW OR OVERHANG DESIGN PRESSURES.
4. SEISMIC DESIGN CRITERIA:
a. RISK CATEGORY = I
b. SITE SOIL CLASSIFICATION = D - DEFAULT
c. DESIGN CATEGORY = A
d. REFER TO SHEET S002 FOR ADDITIONAL INFORMATION
5. SNOW DESIGN CRITERIA:
a. GROUND SNOW LOAD = 0 PSF
6. DIMENSIONS:
a. COORDINATE ALL DIMENSIONS AND ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS. DO NOT SCALE DRAWINGS.
b. CONTRACTOR TO COORDINATE ALL DIMENSIONS SHOWN WITH THE ARCHITECTURAL DIMENSIONS.
c. CONTRACTOR TO COORDINATE ALL DIMENSIONS SHOWN WITH THE WINDOW/DOOR MANUFACTURER ROUGH OPENING REQUIREMENTS.
d. NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES.
7. ABBREVIATIONS:
a. WVSE = VW STRUCTURAL ENGINEERING, LLC
b. TYP. = TYPICAL
c. U.N.O. = UNLESS NOTED OTHERWISE
d. MIN. = MINIMUM
e. MAX. = MAXIMUM
f. SIM. = SIMILAR
g. OPP. = OPPOSITE
h. MFR. = MANUFACTURER
8. THE STRUCTURAL SYSTEM IS UNSTABLE UNTIL ALL CONNECTIONS HAVE BEEN MADE AND ALL CONCRETE HAS REACHED ITS MINIMUM DESIGN STRENGTH, AS SHOWN IN THE STRUCTURAL DOCUMENTS.
9. CONTRACTOR IS RESPONSIBLE FOR MEANS AND METHODS OF CONSTRUCTION TO ENSURE THE SAFETY OF THE BUILDING UNTIL STRUCTURAL SYSTEM IS COMPLETED. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, SHORING, GUYS AND/OR TIE-DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER COMPLETION OF THE PROJECT. TEMPORARY BRACING, SHORING, GUYS AND/OR TIE-DOWNS ARE THE BY OTHERS AND NOT VW STRUCTURAL ENGINEERING, LLC.
10. CONTRACTOR TO SUPPORT, BRACE AND SECURE EXISTING STRUCTURE AS REQUIRED. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE SAFETY OF THE BUILDING DURING CONSTRUCTION.
11. SHOP DRAWINGS:
a. ALL PRE-ENGINEERED ITEMS/COMPONENTS ARE BY THE CONTRACTOR'S DELEGATE SPECIALTY ENGINEER. REFER TO STRUCTURAL DRAWINGS FOR MINIMUM DESIGN CRITERIA.
b. SUBMIT FINAL SHOP DRAWINGS AS REQUIRED HEREIN. ALLOW FOR TWO WEEKS REVIEW TIME AFTER RECEIPT OF SUBMITTALS BY THIS FIRM. ALL SUBMITTALS SHALL BE CHECKED AND SIGNED BY THE GENERAL CONTRACTOR AND SIGNED/SEALED BY THE CONTRACTOR'S DELEGATE SPECIALTY ENGINEER, WHERE SPECIFIED HEREIN. THE CONTRACTOR'S DELEGATE SPECIALTY ENGINEER SHALL BE LICENSED TO PRACTICE ENGINEERING AS REQUIRED BY THE LOCAL JURISDICTION/STATE REQUIREMENTS OF THE SPECIFIC PROJECT CONTAINED WITH IN THESE CONSTRUCTION DOCUMENTS.
c. SHOP DRAWINGS NOT STAMPED BY THE CONTRACTOR AND/OR SIGNED/SEALED BY THE CONTRACTOR'S DELEGATE SPECIALTY ENGINEER WILL NOT BE REVIEWED.
d. SUBMITTED SHOP DRAWINGS SHALL BE CONSIDERED TO BE FINAL AND THE CONTRACTOR'S DELEGATE SPECIALTY ENGINEER'S SIGNATURE SHALL BE IN ACCORDANCE WITH THE LAWS/RULES/STATUTES OF THE JURISDICTION/STATE REQUIREMENTS.
e. CONTRACTOR SHALL NOT BE RELIEVED FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS OR MIX DESIGNS BY THE ENGINEER'S REVIEW THEREOF.
f. WVSE REVIEW OF THE SHOP DRAWINGS IS FOR STRUCTURAL DESIGN CRITERIA ONLY.
g. CONTACT ARCHITECT/ENGINEER WITH ANY QUESTIONS OR DISCREPANCIES FOUND ON DRAWINGS.
h. CONTRACTOR SHALL NOTIFY THIS OFFICE WHEN THE STRUCTURAL SYSTEM IS SUBSTANTIALLY COMPLETED, AND BEFORE SHEATHING, CEILING, OR ROOFING IS INSTALLED.
12. TERMITE NOTES:
a. A permanent sign which identifies the termite treatment and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.
b. Condensate and roof downspouts shall discharge at least 1'-0" away from the building side walls.
c. Irrigation systems including all nozzles and spray heads shall not be installed within 1'-0" of the building side walls.
d. To provide for inspection for termite infestation, between wall covering and final earth grade shall not be less than 6".
e. Exception: Paint or decorative cementitious finish less than 5/8" thick adhered directly to the foundation wall.
f. Initial treatment shall be done after all excavation and backfill is complete.
g. Soil disturbed after the initial treatment shall be retreated including spaces boxed or formed.
h. Boxed areas in concrete floors for subsequent installation of traps, etc. shall be made with permanent metal or plastic forms. Permanent forms must be of a size and depth that will eliminate the disturbance of soil after the initial treatment.
i. Minimum of 6 mil. vapor barrier must be installed to protect against rainfall dilution. If rainfall occurs before vapor barrier placement, retreatment is required.
j. Concrete overpour and mortar along the foundation perimeter must be removed before exterior soil treatment.
k. Soil treatment must be applied under all exterior concrete or grade within 1'-0" of the structure sidewalls.
l. An exterior vertical chemical barrier must be installed after construction is complete including landscaping and irrigation. Any soil disturbed after the vertical barrier is applied shall be retreated.
m. All buildings are required to have pre-construction treatment.
n. A certificate of compliance must be issued to the Building Department by a Licensed Pest Control Company before any final inspections will be issued. The Certificate of Compliance shall state: The building has received a complete treatment for the prevention of subterranean termites. The treatment is in accordance with the Rules and Laws of the Florida Department of Agriculture and Consumer Services.
o. After all work is completed, loose wood and fill must be removed from below and within 1'-0" of the building. This includes all grade stakes, tub trap boxes, forms, shoring or other cellulose containing material (or similar).
p. No wood, vegetation, stumps, cardboard, trash, etc. (or similar) shall be buried within the project area and must be properly disposed of in accordance with the State Rules, Laws, Statutes, etc.
q. Applicable Building Code reference sections: 19904.4, 1408.8, 1503.6, 1816, 2303.1, 5.3.1, 2303.1.8, AND 2304.11
r. BORACARE (or equal/greater) is acceptable provided installed by a Certified Installer and in accordance with the Code Sections specified above.

**EXISTING BUILDINGS**

- 1. EXISTING INFORMATION DOES NOT NECESSARILY REFLECT AS-BUILT CONDITIONS. THE CONTRACTOR SHALL VERIFY ALL INFORMATION SHOWN ON THESE PLANS AND NOTIFY THE ENGINEER OF ANY VARIATION.
2. A QUALIFIED TESTING LABORATORY SHALL BE RETAINED TO PERFORM WHATEVER SUBGRADE TESTING THAT IS NECESSARY TO CONFIRM THE ASSUMED BEARING WITHOUT EXCESSIVE SETTLEMENT.
3. TESTING MAY INCLUDE, BUT IS NOT LIMITED TO, DENSITY TESTS, AUGER BORINGS, OR STANDARD PENETRATION BORINGS.
4. A COPY OF ALL TEST REPORTS SHALL BE SENT DIRECTLY TO OWNER, ARCHITECT, STRUCTURAL ENGINEER, AND GENERAL CONTRACTOR.
5. THE TESTING LABORATORY SHALL SPECIFY SOIL PREPARATION PROCEDURE, AND CONSTRUCTION REQUIREMENTS NECESSARY TO OBTAIN THE DESIGN SOIL BEARING PRESSURE.
6. THE SIZES OF FOOTINGS MAY BE EARTH-FORMED IF THE EXCAVATION CAN BE KEPT VERTICAL, CLEAN, AND STABLE. OTHERWISE, PLYWOOD FORMS MUST BE USED.
7. FOUNDATION WALLS THAT RETAIN EARTH SHALL BE BRACED AGAINST BACKFILLING PRESSURES UNTIL FLOOR SLABS AT TOP AND BOTTOM ARE IN PLACE.

**CAST IN PLACE CONCRETE**

- 1. CONCRETE TO BE NORMAL WEIGHT WITH THE FOLLOWING MINIMUM COMPRESSIVE STRENGTHS AT 28 DAYS:
a. FOOTINGS, SLAB-ON-GRADE, SLAB FILL 3000 PSI
b. COLUMNS, WALLS, BEAMS, SLABS 4000 PSI
2. CONCRETE SHALL BE READY-MIX PER ASTM C94.
a. PORTLAND CEMENT - ASTM C 150
b. AGGREGATES - ASTM C133 (1" MAX. NOMINAL)
c. NO CALCIUM CHLORIDE
d. AIR ENTRAINING - ASTM C266
e. WATER REDUCING - ASTM C494
f. FLASH - ASTM C618 CLASS F (20% MAXIMUM BY WEIGHT)

- g. WATER - CLEAN AND POTABLE
3. REINFORCING STEEL - ASTM A615 GR 60
4. REQUIRED SLUMP RANGE = 3" TO 5"
5. WELDED WIRE FABRIC - ASTM A104 - FURNISH IN SHEETS, NOT ROLLS.
6. MOISTURE BARRIER - 6 MIL POLYETHYLENE LAP #6 AND TAPE ALL JOINTS.
7. CODES AND STANDARDS: CURRENT EDITION
a. ACI 301 "SPEC FOR STRUCTURAL CONCRETE FOR BUILDINGS."
b. ACI 305 "RECOMMENDED PRACTICE FOR HOT WEATHER CONCRETING."
c. ACI 318 "BLDG. CODE REQUIREMENTS FOR REINFORCING CONCRETE."
d. ACI 315 "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT."
8. MINIMUM LAP SPICE = 30 BAR DIAMETERS UNLESS NOTED OTHERWISE.
9. PROVIDE PROPERLY TIED SPACERS, CHAIRS, BOLSTERS, ETC., AS REQUIRED AND NECESSARY TO ASSEMBLE, PLACE AND SUPPORT ALL REINFORCING IN PLACE. USE WIRE BAR TYPE SUPPORTS COMPLYING WITH CRSI RECOMMENDATIONS. USE PLASTIC TIC LEGS ON ALL EXPOSED SURFACES.
10. ALL BEAMS, SPANDRELS AND SLABS SHALL BE POURED MONOLITHICALLY, EXCEPT FOR REQUIRED CONSTRUCTION JOINTS. PROPOSED CONSTRUCTION JOINT LOCATIONS SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL.
11. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL OPENINGS, SLEEVES, AND SLAB RECESSES AS REQUIRED BY OTHER TRADES BEFORE CONCRETE IS PLACED. NO SLEEVE, OPENING, OR INSERT MAY BE PLACED IN BEAMS, JOISTS, OR COLUMNS UNLESS APPROVED BY THE ENGINEER.
12. CONTRACTOR SHALL VERIFY EMBEDDED ITEMS, INCLUDING BUT NOT LIMITED TO ANCHOR BOLTS, BOLT CLUSTERS, WELD PLATES, ETC., BEFORE PLACING CONCRETE. NOTIFY ENGINEER OF ANY CONFLICTS WITH REBAR.
13. SEE ARCHITECTURAL DRAWINGS FOR REQUIRED CONCRETE FINISHES.
14. ALL CONCRETE SHALL BE CURED IMMEDIATELY AFTER FINISHING OPERATIONS IN ACCORDANCE WITH ONE OF THE FOLLOWING METHODS:
a. APPLY A LIQUID MEMBRANE FORMING CHEMICAL CURING COMPOUND IN ACCORDANCE WITH ASTM C-309.
b. PROVIDE CONTINUOUS MOISTURE TO CONCRETE IN ACCORDANCE WITH ACI 301.
15. GENERAL CONTRACTOR IS RESPONSIBLE FOR THE PROPER DESIGN AND CONSTRUCTION OF ALL FORMWORK, SHORING, AND RESHORING. DESIGN SHALL BE PERFORMED BY A LICENSED FLORIDA ENGINEER.
16. A QUALIFIED TESTING LABORATORY SHALL BE RETAINED TO PERFORM THE FOLLOWING CONCRETE TESTS ON SITE:
a. CYLINDER STRENGTH TESTS - ASTM C39; ONE SET OF FOUR CYLINDERS FOR EACH 50 CUBIC YARDS OR FRACTION THEREOF. TEST ONE CYLINDER AT 7 DAYS AND TWO AT 28 DAYS. HOLD THE FINAL CYLINDER IN RESERVE.
b. SLUMP TESTS - ASTM C143
17. ONE COPY OF ALL TEST REPORTS SHALL BE SENT DIRECTLY TO OWNER, ARCHITECT, STRUCTURAL ENGINEER, AND GENERAL CONTRACTOR.
18. RESTRICT THE ADDITION OF MIX WATER AT THE JOB SITE. DO NOT ADD WATER WITHOUT THE APPROVAL OF THE GENERAL CONTRACTOR AND DO NOT EXCEED SLUMP LIMITATIONS OR TOTAL ALLOWABLE WATER TOLERANCE RATIO. USE COLD WATER FROM THE TRUCK TANK AND REMIX TO ACHIEVE CONSISTENCY. TEST REPORTS SHALL INDICATE QUANTITY OF WATER ADDED AT THE JOB SITE. ALL TESTS SHALL BE PREPARED AFTER THE ADDITION OF WATER TO THE MIX.
19. MAXIMUM WATER TO CEMENT RATIO WHEN NO BACK-UP DATA IS AVAILABLE:
a. 3000 PSI, 28-DAY COMPRESSIVE STRENGTH, W/C RATIO, 0.58 MAXIMUM (NON-AIR-ENTRAINED), 0.47 MAXIMUM (AIR-ENTRAINED).
b. 4000 PSI, 28-DAY COMPRESSIVE STRENGTH, W/C RATIO, 0.44 MAXIMUM (NON-AIR-ENTRAINED), 0.38 MAXIMUM (AIR-ENTRAINED).
20. REINFORCING BAR COVER (UNLESS NOTED OTHERWISE):
a. SLABS 3/4" (INTERIOR) 1-1/2" (EXTERIOR)
b. COLUMNS 1-1/2"
c. BEAMS 1-1/2"
d. COLUMNS 1/2" PLACED WITHIN 90 MINUTES OF BATCH TIME.
21. CONCRETE SHALL BE CURED WITHIN 90 MINUTES OF BATCH TIME.
22. WHERE BAR LENGTHS ARE GIVEN ON DRAWINGS, LENGTH OF HOOK, IF REQUIRED, IS NOT INCLUDED.
23. PROVIDE COMMERCIAL FORM COATING COMPOUNDS THAT WILL NOT BOND, STAIN, OR ADVERSELY AFFECT CONCRETE SURFACES. WET FORMS BEFORE PLACING CONCRETE.
24. ALL CONCRETE SHALL BE CONSOLIDATED IN PLACE USING INTERNAL VIBRATORS.
25. REPAIR AND PATCH DEFECTIVE AREAS WITH GEMENT MORTAR IMMEDIATELY AFTER REMOVAL OF FORMS, EXCEPT WHERE REINFORCING IS VISIBLE. CONTACT STRUCTURAL ENGINEER FOR EVALUATION OF EXPOSED REINFORCING.
26. PROVIDE 3/4" CHAMBERS ON ALL EXPOSED CORNERS OF COLUMNS, BEAMS, AND WALLS UNLESS OTHERWISE SPECIFIED ON ARCHITECTURAL DRAWINGS.
27. PROVIDE CORNER BARS AT ALL BEAM AND WALL FOOTING CORNERS TO MATCH HORIZONTAL BARS.
28. SUBMITTALS:
a. SUBMIT PROPOSED CONCRETE MIX DESIGN PRIOR TO CONSTRUCTION, INCLUDING BACKUP DATA IN ACCORDANCE WITH ACI 301-CURRENT EDITION CHAPTER 4, SECTION 4.2.3, EXCLUDING SECTION 4.2.3.4b.
b. SUBMIT DETAILED SHOP DRAWINGS OF REINFORCING BARS SHOWING NUMBER, SIZE, AND LOCATION. INCLUDE BAR LISTS AND BEND DIAGRAMS.
c. SUBMIT FORMWORK AND SHORING DRAWINGS TO LOCAL BUILDING DEPARTMENT WHEN REQUIRED BY FLORIDA THRESHOLD LAW.
29. ALL BUILDING AND SITE SLAB-ON-GRADE SHALL BE AT LEAST 4" THICK, REINFORCED WITH 6X6-W14 X W14 W.W.F. OR 6X6 W14 MINIMUM. COORDINATE WITH ARCHITECTURAL REQUIREMENTS FOR MOISTURE BARRIER WITH SAW-CUT CONTROL JOINTS 19'-0" O.C. EACH WAY INCLUDING HOUSEKEEPING PADS AS REQUIRED. SEE PLANS FOR OTHER CONDITIONS.
30. STEP AND SLOPE ALL EXTERIOR SLABS, BALCONIES AND WALKWAYS AWAY FROM THE BUILDING. SLOPE ALL INTERIOR WET SLABS TOWARDS DRAIN, DRAIN BY OTHERS.

**MASONRY**

- 1. HOLLOW LOAD BEARING UNITS SHALL CONFORM TO ASTM C90, NORMAL WEIGHT, TYPE II, MINIMUM NET COMPRESSIVE UNIT STRENGTH = 1900 PSI. (NET AREA COMPRESSIVE MASONRY STRENGTH (m = 1500 PSI))
2. MORTAR SHALL BE TYPE M OR S AND CONFORM TO ASTM C270 (PROPORTION OR PROPERTY SPECIFICATION).
3. COURSE GROUT SHALL CONFORM TO ASTM C476:
a. 3000 PSI AT 28 DAYS.
b. 3/8" MAXIMUM AGGREGATE.
4. CODES AND STANDARDS:
a. ACI 530/ASCE 5 "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES"
b. ACI 530/ASCE 6 "SPECIFICATIONS FOR MASONRY STRUCTURES"
5. A REINFORCED MASONRY TIE BEAM SHALL BE PROVIDED IN ALL WALLS SHOWN ON THE STRUCTURAL DRAWINGS AT EACH FLOOR, THE ROOF, AND AT TOP OF ANY PARAPET WALL. USE GALVANIZED MESH-TYPE CELL CAPS. PROVIDE CORNER BARS AT ALL BEAM CORNERS TO MATCH HORIZONTAL BARS.
6. UNLESS NOTED OTHERWISE, TIE BEAMS SHALL BE AS FOLLOWS:
a. SLAB-ON-GRADE LEVEL: 8"x8" MINIMUM WITH (1) 5/8" CONTINUOUS, IN GROUDED HEADER BLOC.
b. FLOOR LEVELS: EXISTING.
c. ROOF LEVEL: EXISTING.
d. TOP OF PARAPET: EXISTING.
7. VERTICAL BARS SHALL BE HELD IN POSITION AT THE TOP AND BOTTOM OF BAR AND AT 8'-0" O.C. MAXIMUM WITH A MINIMUM CLEARANCE OF 1/2" FROM MASONRY. THE CLEAR DISTANCE BETWEEN BARS SHALL NOT BE LESS THAN ONE BAR DIAMETER, NOR LESS THAN 1". CENTER BARS IN WALLS U.N.O.
8. VERTICAL REINFORCING SHALL BE AS SHOWN ON THE DRAWINGS. FILL CELLS WITH COARSE GROUT AS SPECIFIED. PROVIDE ACI 90 DEGREE STANDARD HOOKS INTO FOOTING AND ROOF TIE BEAM. LAP SPICE VERTICAL REINFORCEMENT ABOVE FOOTING AND ABOVE EACH FLOOR LEVEL UNLESS NOTED OTHERWISE. MAINTAIN VERTICAL REINFORCING SHOWN ON PLANS ABOVE AND BELOW MASONRY OPENINGS EXCEEDING 6'-0" CLEAR. CONTINUE FOUNDATION DOWELS BELOW ALL MASONRY OPENINGS.
9. ALL REINFORCED FILL CELLS ARE TO BE CLEAN AND FREE OF ANY FOREIGN MATERIAL OR DEBRIS. REMOVE ANY FOREIGN MATERIAL FROM FILL CELLS, INCLUDING POLYSTYRENE INSULATING INSERTS, PRIOR TO GROUT POUR.
10. REINFORCING BARS SHALL BE STRAIGHT EXCEPT FOR BENDS AROUND CORNERS AND WHERE BENDS OR HOOKS ARE DETAILED ON THE PLANS.
11. REINFORCING BARS SHALL BE LAPPED 48 BAR DIAMETERS WHERE SPLICE AND SHALL BE WIRED TOGETHER.
12. WHEN A FOUNDATION DOWEL DOES NOT LINE UP WITH A VERTICAL CORE, IT SHALL NOT BE SLOPED MORE THAN ONE HORIZONTAL IN SIX VERTICALS. DOWELS SHALL BE GROUTED INTO A CORE IN VERTICAL ALIGNMENT, EVEN THOUGH IT IS IN AN ADJACENT CELL TO THE VERTICAL WALL REINFORCEMENT.
13. PROVIDE CONTINUOUS HORIZONTAL WALL REINFORCING 9 GA GALVANIZED LADDER TYPE DURO-WALL (OR EQUIVALENT) AT 8' O.C.
14. PROVIDE HORIZONTAL JOINT REINFORCEMENT AT DOORS AND WINDOWS FOR FIRST AND SECOND BLOCK COURSE ABOVE AND BELOW APERTURES. RUN REINFORCING CONTINUOUS OR EXTEND TWO FEET FROM APERTURE EDGE.
15. WIRE REINFORCEMENT SHALL BE LAPPED AT LEAST 6" AT SPLICES AND SHALL CONTAIN AT LEAST ONE CROSS WIRE OF EACH PIECE OF REINFORCEMENT IN THE LAPPED DISTANCE.
16. CLEANOUTS SHALL BE PROVIDED IN THE BOTTOM COURSE OF MASONRY IN EACH GROUT POUR WHEN THE POUR HEIGHT EXCEEDS 5'. CLEANOUTS TO BE SAW-CUT 4" X 4".
17. GROUT POUR HEIGHT SHALL NOT EXCEED 24". PLACE GROUT IN 5' MAXIMUM LIFTS HEIGHTS.
18. CONSOLIDATE GROUT LIFTS AT THE TIME OF PLACEMENT BY MECHANICAL MEANS AND RECONSOLIDATE AFTER INITIAL WATER LOSS AND SETTLEMENT.
19. STORE BLOCKS ON PALLETS AND COVER WITH VISQUEEN.
20. PLACE ALL MASONRY IN RUNNING BOND WITH 3/8" MORTAR JOINTS. PROVIDE COMPLETE COVERAGE FACE SHELL MORTAR BEDDING, HORIZONTAL AND VERTICAL, FULLY MORTAR WEBS IN ALL COURSES OF PIERS, COLUMNS, AND PILASTERS AND ADJACENT TO GROUTED CELLS.
21. SEE DRAWINGS FOR SPECIFIC MASONRY CONTROL JOINT LOCATIONS. SPACE AT 32'-0" O.C. MAXIMUM UNLESS NOTED OTHERWISE. COORDINATE MASONRY CONTROL JOINT LOCATIONS WITH ARCHITECTURAL STUCCO CONTROL JOINTS.
22. MASONRY INSPECTION SHALL BE PROVIDED BY A QUALIFIED AGENT IN ACCORDANCE WITH ACI 530-1.6. INSPECTION SERVICES SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE WORK IN PROGRESS AS WELL AS MATERIALS, EQUIPMENT, AND PROCEDURES.
23. SUBMITTALS:
a. SUBMIT PROPOSED GROUT MIX DESIGN PRIOR TO CONSTRUCTION.
b. SUBMIT PROPOSED MORTAR MIX DESIGN PRIOR TO CONSTRUCTION.
c. SUBMIT DETAILED SHOP DRAWINGS OF REINFORCING BARS SHOWING NUMBER, SIZE, AND LOCATION. INCLUDE BAR LISTS AND BEND DIAGRAMS.
d. SUBMIT COMPRESSIVE STRENGTH TESTS OF PROPOSED MASONRY UNITS PRIOR TO CONSTRUCTION. MASONRY UNITS ARE TO BE TESTED IN ACCORDANCE WITH ASTM C140.
24. A QUALIFIED TESTING LABORATORY SHALL BE RETAINED TO PERFORM THE FOLLOWING TESTS:
a. SAMPLE AND TEST GROUT IN ACCORDANCE WITH ASTM C1019 FOR EACH 5000 SQ. FT. OF MASONRY.
b. SLUMP TESTS - ASTM C143
25. PROVIDE 6" DEEP PRECAST REINFORCED CONCRETE LINTELS OVER ALL MASONRY OPENINGS NOT SHOWN TO HAVE A STRUCTURAL BEAM. MINIMUM END BEARING = 8". LINTEL WIDTH TO MATCH MASONRY WIDTH.
26. THE TOP OF PARTIALLY CONSTRUCTED WALLS SHALL BE COVERED WITH VISQUEEN AT THE END OF EACH WORK DAY AND WHENEVER RAIN OCCURS.

**METAL DECKING**

- 1. ALL METAL DECK SHALL CONFORM TO THE REQUIREMENTS OF THE STEEL DECK INSTITUTE.
2. METAL FLOOR DECK TO BE 9/16" DEEP, 26 GA., GALVANIZED FORM DECK.
3. MINIMUM FASTENING OF FLOOR DECK PER 36" DECK WIDTH:
a. (3) 5/8" DIAMETER PUDDLE WELDS EACH SUPPORT
b. (2) #10 TEK SCREW SIDE LAP FASTENERS EQUALLY SPACED
c. 5/8" DIAMETER PUDDLE WELDS AT 6' O.C. MAXIMUM AT PERIMETER
4. REFER TO PLANS FOR ADDITIONAL SPECIFIC CONNECTIONS AS REQUIRED.
5. INSTALL ALL DECKING 3 SPAN CONTINUOUS.
6. USE WELD WASHERS FOR ALL DECKING 24 GA. AND THINNER.
7. DO NOT HANG OR ATTACH DUCTWORK, CONDUIT, PIPING, EQUIPMENT, CEILING, ETC. FROM METAL DECKING.
8. ALL ROOF/FLOOR DECK OPENING 12" DIAMETER OR LARGER ARE TO HAVE SUPPORT ANGLES PER TYPICAL DECK OPENING DETAIL, INCLUDING OPENINGS FOR ROOF SUMP PANS.
9. A QUALIFIED TESTING LABORATORY SHALL BE RETAINED TO VISUALLY INSPECT ALL DECK WELDS AND FASTENERS.

**CARPENTRY**

- 1. DIMENSIONED LUMBER SHALL BE DRESSED S4S, AND SHALL BEAR THE GRADE STAMP OF THE MANUFACTURER'S ASSOCIATION.
2. ALL LUMBER SHALL BE SOUND, SEASONED, AND FREE FROM WARP.
3. ALL LUMBER SHALL BE AS FOLLOWS:
a. 2x4s FRAMING: SOUTHERN PINE NO. 2 GRADE OR BETTER; WITH 19% MAXIMUM MOISTURE CONTENT, U.N.O. ON THE PLANS.
b. 4x6 GREATER FRAMING: SOUTHERN PINE NO. 1 GRADE OR BETTER; WITH 19% MAXIMUM MOISTURE CONTENT, U.N.O. ON THE PLANS.
c. IT IS STRUCTURALLY ACCEPTABLE TO USE A HIGHER GRADE OF LUMBER (TYP.) U.N.O.
d. COORDINATE LUMBER FINISH GRADES WITH THE ARCHITECTURAL DRAWINGS.
4. ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESURE TREATED.
5. PRESURE TREATED LUMBER SHALL BE IMPREGNATED WITH AN ACO ALKALINE COPPER QUATERNARY TREATMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN WOOD PRESERVERS INSTITUTE.
6. SUBMIT DETAILED SHOP DRAWINGS OF REINFORCING BARS SHOWING NUMBER, SIZE, AND LOCATION. INCLUDE BAR LISTS AND BEND DIAGRAMS.
7. SUBMIT COMPRESSIVE STRENGTH TESTS OF PROPOSED MASONRY UNITS PRIOR TO CONSTRUCTION. MASONRY UNITS ARE TO BE TESTED IN ACCORDANCE WITH ASTM C140.
8. A QUALIFIED TESTING LABORATORY SHALL BE RETAINED TO PERFORM THE FOLLOWING TESTS:
a. SAMPLE AND TEST GROUT IN ACCORDANCE WITH ASTM C1019 FOR EACH 5000 SQ. FT. OF MASONRY.
b. SLUMP TESTS - ASTM C143
25. PROVIDE 6" DEEP PRECAST REINFORCED CONCRETE LINTELS OVER ALL MASONRY OPENINGS NOT SHOWN TO HAVE A STRUCTURAL BEAM. MINIMUM END BEARING = 8". LINTEL WIDTH TO MATCH MASONRY WIDTH.
26. THE TOP OF PARTIALLY CONSTRUCTED WALLS SHALL BE COVERED WITH VISQUEEN AT THE END OF EACH WORK DAY AND WHENEVER RAIN OCCURS.

**STRUCTURAL STEEL**

- 1. STRUCTURAL STEEL SHALL CONFORM TO THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", LATEST EDITION, EXCEPT CHAPTER 12.1, CODE OF STANDARD PRACTICE.
2. WELDED CONNECTIONS SHALL CONFORM TO THE LATEST REVISED CODE OF THE AMERICAN WELDING SOCIETY, AWS D1.1. ALL WELDING SHALL BE PERFORMED USING E70XX. LOW HYDROGEN ELECTRODES. U.N.O. ELECTRODES ARE TO BE PROTECTED FROM MOISTURE.
3. ALL CONNECTIONS TO BE DOUBLE ANGLE FRAMED BEAM CONNECTION PER AISC UNLESS NOTED OTHERWISE. ALL BOLTS TO BE 3/4" DIAMETER UNLESS NOTED OTHERWISE. SHOP CONNECTIONS MAY BE WELDED OR BOLTED. WELDS ARE TO BE EQUAL IN STRENGTH TO BOLTS. ALL BOLT CONNECTIONS ARE TO BE BOLTED WITH ASTM A325N OR A490 BOLTS BEARING TYPE BOLTS WITH THREADS IN THE SHEAR PLANE) INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS. ALL BOLTS SHALL BE TIGHTENED SNUG TIGHT UNLESS OTHERWISE NOTED. DESIGN TO ASSEMBLE, PLACE AND SUPPORT ALL REINFORCING IN PLACE. USE WIRE BAR TYPE SUPPORTS COMPLYING WITH CRSI RECOMMENDATIONS. USE PLASTIC TIC LEGS ON ALL EXPOSED SURFACES.
4. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL OPENINGS, SLEEVES, AND SLAB RECESSES AS REQUIRED BY OTHER TRADES BEFORE CONCRETE IS PLACED. NO SLEEVE, OPENING, OR INSERT MAY BE PLACED IN BEAMS, JOISTS, OR COLUMNS UNLESS APPROVED BY THE ENGINEER.
5. VERIFY THE EXACT SIZE AND LOCATION OF ALL FLOOR AND ROOF OPENINGS FOR MECHANICAL EQUIPMENT WITH THE MECHANICAL CONTRACTOR PRIOR TO FABRICATION OF MATERIALS.
6. SHOP PAINT - METAL ALKYL-OIL PRIMER, ANY OF THE FOLLOWING (SEE ARCHITECT FOR PREFERRED SHOP DRAWINGS):
a. MANUFACTURER DESIGNATION
b. PORTER NO. 298
c. MOBRIL NO. 13F812
d. TINEC NO. 1009
e. AMERON NO. 5102 AMERCOAT
7. SHOP PAINT ALL SURFACES OF STEEL EXCEPT ANCHOR BOLTS AND SURFACES TO BE FIELD WELDED. APPLY PAINT IN ACCORDANCE WITH SSPC-PA1, SHOP FIELD AND MAINTENANCE PAINTING. APPLY PAINT IN SUFFICIENT VOLUME OR COATS TO PROVIDE A MINIMUM DRY FILM THICKNESS OF AT LEAST 3 MILS BUT NOT MORE THAN 5 MILS.
8. SURFACE PREPARATION - PREPARE STEEL SURFACE IN ACCORDANCE WITH SSPC-SP5 POWER TOOL CLEANING, ANY METHOD IN CONFORMANCE WITH AN SSPC SPECIFICATION OF HIGHER QUALITY THAN LISTED WILL BE ACCEPTABLE. AT OPTION OF CONTRACTOR, WHEELABRATOR MAY BE USED FOR PREPARATION OF STEEL SURFACES, PROVIDING RESULTANT SURFACE IS EQUAL IN ALL RESPECTS TO THOSE REQUIRED.
9. A QUALIFIED TESTING LABORATORY SHALL BE RETAINED TO PERFORM THE FOLLOWING TESTS:
a. TEST 50 PERCENT OF FULL PENETRATION WELDS.
b. TEST 10 PERCENT OF ALL TEST REPORTS SHALL BE SENT DIRECTLY TO OWNER, ARCHITECT, STRUCTURAL ENGINEER, AND GENERAL CONTRACTOR.
10. STRUCTURAL STEEL SHAPES, TEES - ASTM A992.
11. STRUCTURAL STEEL TUBING, BARS - ASTM A36.
12. STEEL PIPE - ASTM A53 GRADE B.
13. STEEL WIRE - ASTM A618 GRADE 36.
14. OPENINGS THROUGH STEEL BEAMS SHALL BE PROVIDED AS DETAILED ON THE DRAWINGS. ALL SUCH OPENINGS SHALL BE MACHINE CUT IN THE SHOP. ALL RECTANGULAR OPENINGS SHALL HAVE A CORNER RADIUS OF 2 TIMES THE WEB THICKNESS, 1/2" MINIMUM.
15. COLUMN SPLICES SHALL BE DESIGNED IN ACCORDANCE WITH TABLE A.2, PAGE 11-412 OF THE AISC "STRUCTURAL STEEL DESIGN" MANUAL.
16. STEEL STAIRS SHALL BE PERMITTED IN ANY STRUCTURAL STEEL MEMBER UNLESS SHOWN ON APPROVED SHOP DRAWINGS.
17. STEEL STAIRS SHALL BE DESIGNED FOR 100 PSF LIVE LOAD BY A LICENSED ENGINEER, RETAINED BY THE STEEL FABRICATOR.
18. SUBMITTALS: CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS SHOWING ALL STRUCTURAL STEEL LAYOUTS AND DETAILS, SIZES OF MEMBERS, TYPE OF STEEL, CONNECTION DETAILS, WELDS, BOLTS, ETC., AS REQUIRED TO FABRICATE AND ERECT ALL STRUCTURAL STEEL FRAMING. ALL CONNECTIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE BY THE DETAILER AND SUBMITTED ON SHOP DRAWINGS, SIGNED AND SEALED BY A REGISTERED FLORIDA ENGINEER. STEEL STAIRS SHALL ALSO BE SUBMITTED ON SEALED DRAWINGS.
19. NON-FORMWORK AND SHORING DRAWINGS TO LOCAL BUILDING DEPARTMENT WHEN REQUIRED BY FLORIDA THRESHOLD LAW.
20. SUBMIT FORMWORK AND SHORING DRAWINGS TO LOCAL BUILDING DEPARTMENT WHEN REQUIRED BY FLORIDA THRESHOLD LAW.
21. ALL BUILDING AND SITE SLAB-ON-GRADE SHALL BE AT LEAST 4" THICK, REINFORCED WITH 6X6-W14 X W14 W.W.F. OR 6X6 W14 MINIMUM. COORDINATE WITH ARCHITECTURAL REQUIREMENTS FOR MOISTURE BARRIER WITH SAW-CUT CONTROL JOINTS 19'-0" O.C. EACH WAY INCLUDING HOUSEKEEPING PADS AS REQUIRED. SEE PLANS FOR OTHER CONDITIONS.
22. STEP AND SLOPE ALL EXTERIOR SLABS, BALCONIES AND WALKWAYS AWAY FROM THE BUILDING. SLOPE ALL INTERIOR WET SLABS TOWARDS DRAIN, DRAIN BY OTHERS.
23. NO FIELD WELDING OF GALVANIZED MEMBERS IS PERMITTED.
24. ERECTION:
a. BEFORE ERECTION, THE CONTRACTOR IS TO REMOVE ALL MUD, DIRT OR OTHER FOREIGN MATTER WHICH ACCUMULATES DURING HANDLING AND STORAGE.
b. DRIFTING TO ENLARGE UNFAIR HOLES WILL NOT BE PERMITTED. DRILL SUCH HOLES TO ACCOMMODATE THE NEXT LARGER SIZE FASTENER, WHERE POSSIBLE.
c. AFTER ERECTION, CLEAN FIELD WELDS, BOLTED CONNECTIONS, AND ABRADED AREAS WHERE SHOP COAT HAS BEEN DAMAGED. SPOT AND PRIME AREAS USING SAME MATERIAL AS SHOP COAT.
d. SET ALL MEMBERS SO THAT, IN THEIR FINAL LOCATION, LEVEL, PLUMBNESS AND ALIGNMENT ARE WITHIN THE TOLERANCES PRESCRIBED BY AISC CODE.

- 1. STRUCTURAL STEEL SHALL CONFORM TO THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", LATEST EDITION, EXCEPT CHAPTER 12.1, CODE OF STANDARD PRACTICE.
2. WELDED CONNECTIONS SHALL CONFORM TO THE LATEST REVISED CODE OF THE AMERICAN WELDING SOCIETY, AWS D1.1. ALL WELDING SHALL BE PERFORMED USING E70XX. LOW HYDROGEN ELECTRODES. U.N.O. ELECTRODES ARE TO BE PROTECTED FROM MOISTURE.
3. ALL CONNECTIONS TO BE DOUBLE ANGLE FRAMED BEAM CONNECTION PER AISC UNLESS NOTED OTHERWISE. ALL BOLTS TO BE 3/4" DIAMETER UNLESS NOTED OTHERWISE. SHOP CONNECTIONS MAY BE WELDED OR BOLTED. WELDS ARE TO BE EQUAL IN STRENGTH TO BOLTS. ALL BOLT CONNECTIONS ARE TO BE BOLTED WITH ASTM A325N OR A490 BOLTS BEARING TYPE BOLTS WITH THREADS IN THE SHEAR PLANE) INCLUDING SUITABLE NUTS AND PLAIN HARDENED WASHERS. ALL BOLTS SHALL BE TIGHTENED SNUG TIGHT UNLESS OTHERWISE NOTED. DESIGN TO ASSEMBLE, PLACE AND SUPPORT ALL REINFORCING IN PLACE. USE WIRE BAR TYPE SUPPORTS COMPLYING WITH CRSI RECOMMENDATIONS. USE PLASTIC TIC LEGS ON ALL EXPOSED SURFACES.
4. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL OPENINGS, SLEEVES, AND SLAB RECESSES AS REQUIRED BY OTHER TRADES BEFORE CONCRETE IS PLACED. NO SLEEVE, OPENING, OR INSERT MAY BE PLACED IN BEAMS, JOISTS, OR COLUMNS UNLESS APPROVED BY THE ENGINEER.
5. VERIFY THE EXACT SIZE AND LOCATION OF ALL FLOOR AND ROOF OPENINGS FOR MECHANICAL EQUIPMENT WITH THE MECHANICAL CONTRACTOR PRIOR TO FABRICATION OF MATERIALS.
6. SHOP PAINT - METAL ALKYL-OIL PRIMER, ANY OF THE FOLLOWING (SEE ARCHITECT FOR PREFERRED SHOP DRAWINGS):
a. MANUFACTURER DESIGNATION
b. PORTER NO. 298
c. MOBRIL NO. 13F812
d. TINEC NO. 1009
e. AMERON NO. 5102 AMERCOAT
7. SHOP PAINT ALL SURFACES OF STEEL EXCEPT ANCHOR BOLTS AND SURFACES TO BE FIELD WELDED. APPLY PAINT IN ACCORDANCE WITH SSPC-PA1, SHOP FIELD AND MAINTENANCE PAINTING. APPLY PAINT IN SUFFICIENT VOLUME OR COATS TO PROVIDE A MINIMUM DRY FILM THICKNESS OF AT LEAST 3 MILS BUT NOT MORE THAN 5 MILS.
8. SURFACE PREPARATION - PREPARE STEEL SURFACE IN ACCORDANCE WITH SSPC-SP5 POWER TOOL CLEANING, ANY METHOD IN CONFORMANCE WITH AN SSPC SPECIFICATION OF HIGHER QUALITY THAN LISTED WILL BE ACCEPTABLE. AT OPTION OF CONTRACTOR, WHEELABRATOR MAY BE USED FOR PREPARATION OF STEEL SURFACES, PROVIDING RESULTANT SURFACE IS EQUAL IN ALL RESPECTS TO THOSE REQUIRED.
9. A QUALIFIED TESTING LABORATORY SHALL BE RETAINED TO PERFORM THE FOLLOWING TESTS:
a. TEST 50 PERCENT OF FULL PENETRATION WELDS.
b. TEST 10 PERCENT OF ALL TEST REPORTS SHALL BE SENT DIRECTLY TO OWNER, ARCHITECT, STRUCTURAL ENGINEER, AND GENERAL CONTRACTOR.
10. STRUCTURAL STEEL SHAPES, TEES - ASTM A992.
11. STRUCTURAL STEEL TUBING, BARS - ASTM A36.
12. STEEL PIPE - ASTM A53 GRADE B.
13. STEEL WIRE - ASTM A618 GRADE 36.
14. OPENINGS THROUGH STEEL BEAMS SHALL BE PROVIDED AS DETAILED ON THE DRAWINGS. ALL SUCH OPENINGS SHALL BE MACHINE CUT IN THE SHOP. ALL RECTANGULAR OPENINGS SHALL HAVE A CORNER RADIUS OF 2 TIMES THE WEB THICKNESS, 1/2" MINIMUM.
15. COLUMN SPLICES SHALL BE DESIGNED IN ACCORDANCE WITH TABLE A.2, PAGE 11-412 OF THE AISC "STRUCTURAL STEEL DESIGN" MANUAL.
16. STEEL STAIRS SHALL BE PERMITTED IN ANY STRUCTURAL STEEL MEMBER UNLESS SHOWN ON APPROVED SHOP DRAWINGS.
17. STEEL STAIRS SHALL BE DESIGNED FOR 100 PSF LIVE LOAD BY A LICENSED ENGINEER, RETAINED BY THE STEEL FABRICATOR.
18. SUBMITTALS: CONTRACTOR SHALL SUBMIT DETAILED SHOP DRAWINGS SHOWING ALL STRUCTURAL STEEL LAYOUTS AND DETAILS, SIZES OF MEMBERS, TYPE OF STEEL, CONNECTION DETAILS, WELDS, BOLTS, ETC., AS REQUIRED TO FABRICATE AND ERECT ALL STRUCTURAL STEEL FRAMING. ALL CONNECTIONS NOT SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE BY THE DETAILER AND SUBMITTED ON SHOP DRAWINGS, SIGNED AND SEALED BY A REGISTERED FLORIDA ENGINEER. STEEL STAIRS SHALL ALSO BE SUBMITTED ON SEALED DRAWINGS.
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21. ALL BUILDING AND SITE SLAB-ON-GRADE SHALL BE AT LEAST 4" THICK, REINFORCED WITH 6X6-W14 X W14 W.W.F. OR 6X6 W14 MINIMUM. COORDINATE WITH ARCHITECTURAL REQUIREMENTS FOR MOISTURE BARRIER WITH SAW-CUT CONTROL JOINTS 19'-0" O.C. EACH WAY INCLUDING HOUSEKEEPING PADS AS REQUIRED. SEE PLANS FOR OTHER CONDITIONS.
22. STEP AND SLOPE ALL EXTERIOR SLABS, BALCONIES AND WALKWAYS AWAY FROM THE BUILDING. SLOPE ALL INTERIOR WET SLABS TOWARDS DRAIN, DRAIN BY OTHERS.
23. NO FIELD WELDING OF GALVANIZED MEMBERS IS PERMITTED.
24. ERECTION:
a. BEFORE ERECTION, THE CONTRACTOR IS TO REMOVE ALL MUD, DIRT OR OTHER FOREIGN MATTER WHICH ACCUMULATES DURING HANDLING AND STORAGE.
b. DRIFTING TO ENLARGE UNFAIR HOLES WILL NOT BE PERMITTED. DRILL SUCH HOLES TO ACCOMMODATE THE NEXT LARGER SIZE FASTENER, WHERE POSSIBLE.
c. AFTER ERECTION, CLEAN FIELD WELDS, BOLTED CONNECTIONS, AND ABRADED AREAS WHERE SHOP COAT HAS BEEN DAMAGED. SPOT AND PRIME AREAS USING SAME MATERIAL AS SHOP COAT.
d. SET ALL MEMBERS SO THAT, IN THEIR FINAL LOCATION, LEVEL, PLUMBNESS AND ALIGNMENT ARE WITHIN THE TOLERANCES PRESCRIBED BY AISC CODE.

- 1. DIMENSIONED LUMBER SHALL BE DRESSED S4S, AND SHALL BEAR THE GRADE STAMP OF THE MANUFACTURER'S ASSOCIATION.
2. ALL LUMBER SHALL BE SOUND, SEASONED, AND FREE FROM WARP.
3. ALL LUMBER SHALL BE AS FOLLOWS:
a. 2x4s FRAMING: SOUTHERN PINE NO. 2 GRADE OR BETTER; WITH 19% MAXIMUM MOISTURE CONTENT, U.N.O. ON THE PLANS.
b. 4x6 GREATER FRAMING: SOUTHERN PINE NO. 1 GRADE OR BETTER; WITH 19% MAXIMUM MOISTURE CONTENT, U.N.O. ON THE PLANS.
c. IT IS STRUCTURALLY ACCEPTABLE TO USE A HIGHER GRADE OF LUMBER (TYP.) U.N.O.
d. COORDINATE LUMBER FINISH GRADES WITH THE ARCHITECTURAL DRAWINGS.
4. ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE SHALL BE PRESURE TREATED.
5. PRESURE TREATED LUMBER SHALL BE IMPREGNATED WITH AN ACO ALKALINE COPPER QUATERNARY TREATMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN WOOD PRESERVERS INSTITUTE.
6. SUBMIT DETAILED SHOP DRAWINGS OF REINFORCING BARS SHOWING NUMBER, SIZE, AND LOCATION. INCLUDE BAR LISTS AND BEND DIAGRAMS.
7. SUBMIT COMPRESSIVE STRENGTH TESTS OF PROPOSED MASONRY UNITS PRIOR TO CONSTRUCTION. MASONRY UNITS ARE TO BE TESTED IN ACCORDANCE WITH ASTM C140.
8. A QUALIFIED TESTING LABORATORY SHALL BE RETAINED TO PERFORM THE FOLLOWING TESTS:
a. SAMPLE AND TEST GROUT IN ACCORDANCE WITH ASTM C1019 FOR EACH 5000 SQ. FT. OF MASONRY.
b. SLUMP TESTS - ASTM C143
25. PROVIDE 6" DEEP PRECAST REINFORCED CONCRETE LINTELS OVER ALL MASONRY OPENINGS NOT SHOWN TO HAVE A STRUCTURAL BEAM. MINIMUM END BEARING = 8". LINTEL WIDTH TO MATCH MASONRY WIDTH.
26. THE TOP OF PARTIALLY CONSTRUCTED WALLS SHALL BE COVERED WITH VISQUEEN AT THE END OF EACH WORK DAY AND WHENEVER RAIN OCCURS.

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c. IT IS STRUCTURALLY ACCEPTABLE TO USE A HIGHER GRADE OF LUMBER (TYP.) U.N.O.
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- 1. DIMENSION

**WV** Structural Engineering, LLC  
608 Crystal Clear Lane  
Lutz, FL 33548

Project: Free Clinic - South St. Petersburg  
Section: Seismic Design Criteria  
Calc. by: RWV Date: 12/5/2022  
Checked by: RWV Date: 12/5/2022  
Approved by: RWV Date: 12/5/2022

Sheet no./rev: 1/1

**SEISMIC FORCES**  
In accordance with ASCE 7-16

Site parameters  
Site class: D  
Mapped acceleration parameters (Section 11.4.2)  
at short period:  $S_u = 0.05$   
at 1 sec period:  $S_1 = 0.029$   
at 1 sec period short period (Table 11.4-1):  $F_a = 1.600$   
at 1 sec period (Table 11.4-2):  $F_v = 2.400$

Spectral response acceleration parameters  
at short period (Eq. 11.4-1):  $S_{u1} = F_a \times S_u = 0.800$   
at 1 sec period (Eq. 11.4-2):  $S_{u2} = F_v \times S_1 = 0.079$

Design spectral acceleration parameters (Sect 11.4.4)  
at short period (Eq. 11.4-4):  $S_{DS} = 2/3 \times S_{u1} = 0.533$   
at 1 sec period (Eq. 11.4-4):  $S_{D1} = 2/3 \times S_{u2} = 0.546$

Seismic design category  
Occupancy category (Table 1-1): II

Seismic design category based on short period response acceleration (Table 11.6-1): A

Seismic design category based on 1 sec period response acceleration (Table 11.6-2): A

Seismic design category: A

Seismic base shear (Sect 11.7)  
Effective seismic weight of the structure:  $W = 1000.0$  kips  
Seismic base shear (Eq. 9.5.5-1):  $V = 0.01 \times W = 10.000$  kips

Scale: N.T.S.

**ASCE** ASCE 7 Hazards Report

Address: 2392 31st St S, Saint Petersburg, Florida 33712  
Standard: ASCE/SEI 7-16  
Risk Category: II  
Soil Class: D - Default (see Section 11.4.3)

Latitude: 27.746628  
Longitude: -82.674144  
Elevation: 20.9 ft (NAVD 88)

**Seismic**  
D - Default (see Section 11.4.3)

Site Soil Class:  
Results:  
 $S_u$ : 0.05,  $S_1$ : 0.029,  $F_a$ : 1.6,  $F_v$ : 2.4,  $S_{u1}$ : 0.800,  $S_{u2}$ : 0.079,  $S_{DS}$ : 0.533,  $S_{D1}$ : 0.546

**Snow**  
Results:  
Ground Snow Load,  $P_g$ : 0 lb/ft<sup>2</sup>  
Elevation: 20.9 ft  
Data Source: ASCE/SEI 7-16, Table 7-2-8  
Date Accessed: Mon Dec 05 2022

**Rain**  
Results:  
15-minute Precipitation Intensity: 7.93 in/h  
60-minute Precipitation Intensity: 4.03 in/h  
Data Source: NOAA National Weather Service, Precipitation Frequency Data Server, Atlas 14  
Date Accessed: Mon Dec 05 2022

**Wind**  
Results:  
Wind Speed: 145 Vmph  
10-year MRI: 80 Vmph  
25-year MRI: 98 Vmph  
50-year MRI: 108 Vmph  
100-year MRI: 119 Vmph  
Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC-2-1-CC-4, and Section 26.5.2  
Date Accessed: Mon Dec 05 2022

Scale: N.T.S.

**TYPICAL NOTES:**

**GENERAL NOTES (TYP.-U.N.O.):**

- REFER TO SHEET S001 FOR STRUCTURAL NOTES.
- REFER TO S011 AND S016 FOR SCHEDULES, TYPICAL DETAILS, ETC.
- COORDINATE ALL OPENINGS SHOWN w/ ARCHITECTURAL DRAWINGS AND MANUFACTURER REQUIREMENTS AND NOTIFY ARCHITECT/W/SE OF ANY DISCREPANCIES. REFER TO SHEET S001 FOR TYPICAL DIMENSIONS/ELEVATIONS NOTES.
- COORDINATE ALL PLUMBING/DRAIN LOCATIONS SHOWN w/ THE ARCHITECTURAL/PLUMBING DRAWINGS AND NOTIFY ARCHITECT/W/SE OF ANY DISCREPANCIES.
- CONTRACTOR TO COORDINATE ALL SLOPES, DEPRESSIONS, SLAB OPENINGS, ETC. w/ THE ARCHITECTURAL AND MEP DRAWINGS AND MANUFACTURER REQUIREMENTS AND NOTIFY ARCHITECT/W/SE OF ANY DISCREPANCIES.
- ALL SECTIONS HAVE BEEN CREATED USING THE ARCHITECTURAL WALL SECTIONS REFERENCED. CONTRACTOR TO NOTIFY THE ARCHITECT/W/SE OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION/FABRICATION.
- ( ) = TOP OF STRUCTURAL ELEMENT  
[ ] = BOTTOM OF STRUCTURAL ELEMENT  
>> = BEARING ELEVATION OF ELEMENT

**EXISTING PLAN NOTES (TYP.-U.N.O.):**

- CONTRACTOR TO FIELD-VERIFY ALL EXISTING DIMENSIONS/ELEVATIONS AS REQUIRED FOR NEW CONSTRUCTION AND NOTIFY ARCHITECT/W/SE OF ANY DISCREPANCIES.
- CONTRACTOR TO FIELD-VERIFY ALL EXISTING FRAMING (BEAMS, COLUMNS, FOOTINGS, JOISTS, GIRDERS, ETC. (SIZE, SPACING, LOCATION, ETC.) AS REQUIRED FOR NEW CONSTRUCTION AND NOTIFY ARCHITECT/W/SE OF ANY DISCREPANCIES.
- DO NOT DAMAGE ANY EXISTING FRAMING TO REMAIN. CONTRACTOR TO NOTIFY ARCHITECT/W/SE OF ANY DAMAGED FRAMING OR DISCREPANCIES.
- ALL EXISTING BRACING, BRIDGING, BLOCKING, ETC. ARE TO REMAIN IN PLACE. CONTRACTOR TO NOTIFY ARCHITECT/W/SE OF ANY DISCREPANCIES.
- SHORE EXISTING FRAMING ONLY AS REQUIRED FOR NEW CONSTRUCTION/DEMOLITION. SHORING (AND RE-SHORING AS REQUIRED) IS BY THE CONTRACTOR'S DELEGATE SPECIALTY ENGINEER. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION BRACING/SHORING OF THE EXISTING STRUCTURE DURING CONSTRUCTION/DEMOLITION.
- W/SE REPAIRS ARE FOR STRUCTURAL REPAIRS ONLY. REFER TO THE ARCHITECTURAL DRAWINGS FOR REPAIRS TO FLASHING, ROOFING, FINISHES, ETC.

**FLOOR FRAMING NOTES (TYP.-U.N.O.):**

- FLOOR FRAMING TO BE HSS 6"x4"x3/16", L.S.V., (SPACING NOT TO EXCEED 2'-6" O.C. MAX.). REFER TO PLAN FOR SPECIFIC SPACING AS REQUIRED.
- SECOND FLOOR DECK AS FOLLOWS:
  - METAL FLOOR DECK TO BE 9/16" DEEP, 26 GA. GALVANIZED, FORM DECK. FASTEN FLOOR DECK (PER 36" WIDTH) w/ (2) 5/8" DIAMETER PUDDLE WELDS AT SUPPORTS AND (2) #10 TEK SCREWS SIDE LAP FASTENERS (EQUALLY SPACED). FASTEN FLOOR DECK w/ 5/8" DIAMETER PUDDLE WELDS AT 6" O.C. MAX. AT EDGES/PERIMETER. REFER TO 1/SS31 FOR ADDITIONAL INFORMATION.
  - FLOOR SLAB ON TOP OF METAL FLOOR DECK TO BE 4" (TOTAL THICKNESS) NORMAL WEIGHT CONCRETE SLAB w/ 6x6 - W2.9xW2.9 W.W.F. (IN SHEETS NOT ROLLS).
  - TOP OF FLOOR SLAB = (MATCH EXISTING)
  - JOIST BEARING ELEVATION = <(FIELD-VERIFY)>
  - TOP OF STEEL BEAMS = (FIELD-VERIFY)
  - PROVIDE CONTINUOUS STEEL ANGLE L4"x4"x1/4" AT ALL DECK EDGES AND WELD EXISTING STRUCTURAL STEEL w/ 1/4" DIA. x 2" FILLET WELDS AT EA. END AND 16" O.C. MAX. (TYP.-U.N.O.)
  - REFER TO STRUCTURAL NOTES, SHEET S001, FOR ADDITIONAL INFORMATION.

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TO THE BEST OF MY KNOWLEDGE, THE SPECIFICATIONS AND PLANS SHOWN HEREIN COMPLY WITH THE APPLICABLE MINIMUM BUILDING CODES IN EFFECT AT THIS TIME.

**WV** Structural Engineering, LLC  
608 Crystal Clear Lane  
Lutz, FL 33548

Project: Free Clinic - South St. Petersburg  
Section: Wind Design Criteria  
Calc. by: RWV Date: 12/5/2022  
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Approved by: RWV Date: 12/5/2022

Sheet no./rev: 1/1

**WIND LOADING**  
Using the components and cladding design method

Building data  
Type of roof: Flat  
Length of building:  $b = 250.00$  ft  
Width of building:  $d = 220.00$  ft  
Height of parapet:  $h_p = 5.00$  ft  
Mean height:  $h = 20.00$  ft

General wind load requirements  
Basic wind speed:  $V = 145.0$  mph  
Exposure coefficient (Table 26.6-1):  $K_z = 0.85$   
Ground elevation factor:  $K_g = 1.00$   
Enclosure class (cl. 26.12): C  
Int. pres. coeff.:  $GC_{pi} = -0.18$   
Parapet int. pres. coeff.:  $GC_{pi} = 0.00$   
Gust effect factor:  $G_e = 0.85$

Topology  
Topo factor not significant:  $K_{zt} = 1.0$

Velocity pressure  
Velocity pressure coefficient:  $K_d = 0.90$   
Velocity pressure:  $q = 41.2$  psf

Peak velocity pressure at parapet  
Velocity pressure coefficient:  $K_d = 0.94$   
Velocity pressure:  $q_p = 43.0$  psf

Peak velocity pressure for internal pressure  
Peak velocity pressure - int:  $q = 41.18$  psf

Equations used in tables  
Net pressure:  $p = q_p \times (GC_p - GC_{pi})$   
Parapet net pressure:  $p = q_p \times (GC_p - GC_{pi})$

Components and cladding pressures - Wall (Table 30.3-1 and Figure 30.3-2A)

Component	Zone	Length (ft)	Width (ft)	Eff. area (sq ft)	+GC <sub>p</sub>	-GC <sub>p</sub>	Pres (+ve) (psf)	Pres (-ve) (psf)
4-10	4	-	10.0	0.90	-0.99	44.5	-48.2	
4-20	4	-	20.0	0.85	-0.94	42.5	-46.2	
4-50	4	-	50.0	0.79	-0.88	39.9	-43.6	
4-100	4	-	100.0	0.74	-0.83	37.9	-41.6	
5-10	5	-	10.0	0.90	-1.28	44.5	-59.3	
5-20	5	-	20.0	0.85	-1.16	42.5	-55.4	
5-50	5	-	50.0	0.79	-1.04	39.9	-50.1	
5-100	5	-	100.0	0.74	-0.94	37.9	-46.2	

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Elevation of gable wall: 202.4 ft  
Elevation of side wall: 232.4 ft

Components and cladding pressures - Roof (Figure 30.3-2A)

Component	Zone	Length (ft)	Width (ft)	Eff. area (sq ft)	+GC <sub>p</sub>	-GC <sub>p</sub>	Pres (+ve) (psf)	Pres (-ve) (psf)
<=10 sf	1	-	10.0	0.30	-1.70	19.8	-77.4	
100 sf	1	-	100.0	0.20	-1.29	15.6*	-60.4	
200 sf	1	-	200.0	0.20	-1.18	15.6*	-55.3	
>500 sf	1	-	500.1	0.20	-1.00	15.6*	-48.6	
<=10 sf	1*	-	10.0	0.30	-0.80	19.8	-44.5	
100 sf	1*	-	100.0	0.20	-0.80	15.6*	-44.5	
500 sf	1*	-	500.0	0.20	-0.55	15.6*	-30.1	
>1000 sf	1*	-	1000.1	0.20	-0.40	15.6*	-23.9	
<=10 sf	2	-	10.0	0.80	-2.30	44.5	-102.1	
100 sf	2	-	100.0	0.74	-1.77	37.9	-80.3	
200 sf	2	-	200.0	0.69	-1.61	36.0	-73.7	
>500 sf	2	-	500.1	0.63	-1.40	33.4	-65.1	
<=10 sf	3	-	10.0	0.90	-2.30	44.5	-102.1	
100 sf	3	-	100.0	0.74	-1.77	37.9	-80.3	
200 sf	3	-	200.0	0.69	-1.61	36.0	-73.7	
>500 sf	3	-	500.1	0.63	-1.40	33.4	-65.1	

\* The final net design wind pressure, including all permitted reductions, used in the design shall not be less than 10psf acting in either direction.

**WV** Structural Engineering, LLC  
608 Crystal Clear Lane  
Lutz, FL 33548

Project: Free Clinic - South St. Petersburg  
Section: Wind Design Criteria  
Calc. by: RWV Date: 12/5/2022  
Checked by: RWV Date: 12/5/2022  
Approved by: RWV Date: 12/5/2022

Sheet no./rev: 3/1

Plan on roof

Components and cladding pressures - Wall (Table 30.3-1 and Figure 30.3-2A)

Component	Zone	Length (ft)	Width (ft)	Eff. area (sq ft)	+GC <sub>p</sub>	-GC <sub>p</sub>	Pres (+ve) (psf)	Pres (-ve) (psf)
4-10	4	-	10.0	0.90	-0.99	44.5	-48.2	
4-20	4	-	20.0	0.85	-0.94	42.5	-46.2	
4-50	4	-	50.0	0.79	-0.88	39.9	-43.6	
4-100	4	-	100.0	0.74	-0.83	37.9	-41.6	
5-10	5	-	10.0	0.90	-1.28	44.5	-59.3	
5-20	5	-	20.0	0.85	-1.16	42.5	-55.4	
5-50	5	-	50.0	0.79	-1.04	39.9	-50.1	
5-100	5	-	100.0	0.74	-0.94	37.9	-46.2	

**WV** Structural Engineering, LLC  
608 Crystal Clear Lane  
Lutz, FL 33548

Project: Free Clinic - South St. Petersburg  
Section: Wind Design Criteria  
Calc. by: RWV Date: 12/5/2022  
Checked by: RWV Date: 12/5/2022  
Approved by: RWV Date: 12/5/2022

Sheet no./rev: 3/1

Plan on roof

Components and cladding pressures - Wall (Table 30.3-1 and Figure 30.3-2A)

Component	Zone	Length (ft)	Width (ft)	Eff. area (sq ft)	+GC <sub>p</sub>	-GC <sub>p</sub>	Pres (+ve) (psf)	Pres (-ve) (psf)
4-10	4	-	10.0	0.90	-0.99	44.5	-48.2	
4-20	4	-	20.0	0.85	-0.94	42.5	-46.2	
4-50	4	-	50.0	0.79	-0.88	39.9	-43.6	
4-100	4	-	100.0	0.74	-0.83	37.9	-41.6	
5-10	5	-	10.0	0.90	-1.28	44.5	-59.3	
5-20	5	-	20.0	0.85	-1.16	42.5	-55.4	
5-50	5	-	50.0	0.79	-1.04	39.9	-50.1	
5-100	5	-	100.0	0.74	-0.94	37.9	-46.2	

**WIND DESIGN CRITERIA NOTES:**

- FOR EFFECTIVE AREAS BETWEEN THOSE GIVEN ABOVE THE LOAD MAY BE INTERPOLATED, OTHERWISE USE THE LOAD ASSOCIATED w/ THE LOWER EFFECTIVE AREA.
- PLUS AND MINUS SIGNS SIGNIFY PRESSURES ACTING TOWARD AND AWAY FROM THE BUILDING SURFACE, RESPECTIVELY.
- REFER TO DIAGRAMS FOR ASSOCIATED ZONES.
- ROOF COVERINGS AND EXTERIOR WALL FINISHES SHALL BE DESIGN FOR THE FOR VALUE SHOWN.
- ROOF FRAMING SHALL BE DESIGNED FOR THE NET UPLIFT DESIGN VALUES.
  - PORCHES, COVERED WALKWAYS, CARPORTS, ETC./SIM. SHALL BE DESIGNED FOR OPEN-OBSTRUCTED WIND FLOW OR OVERHANG DESIGN PRESSURES (TYP.-U.N.O.)
  - PRE-ENGINEERED CANOPIES, TRELLISES, ETC./SIM. SHALL BE DESIGN FOR OPEN-OBSTRUCTED WIND FLOW OR OVERHANG DESIGN PRESSURES (TYP.-U.N.O.)
  - NET UPLIFT (ULT.) = 0.9DL + 1.0WL
  - NET UPLIFT (ASD) = 0.6DL + 0.6WL
  - REFER TO STRUCTURAL NOTES FOR ADDITIONAL INFORMATION

**WD** WIND DESIGN  
SCALE: N.T.S.

**REVIEW SET**

REVISIONS:

ROBERT V WAGNER  
GEORGIA PE #048117

**S002**

Issue Date: 12/05/22  
Project No.: 222047

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STRUCTURAL DESIGN CRITERIA & TYP NOTES

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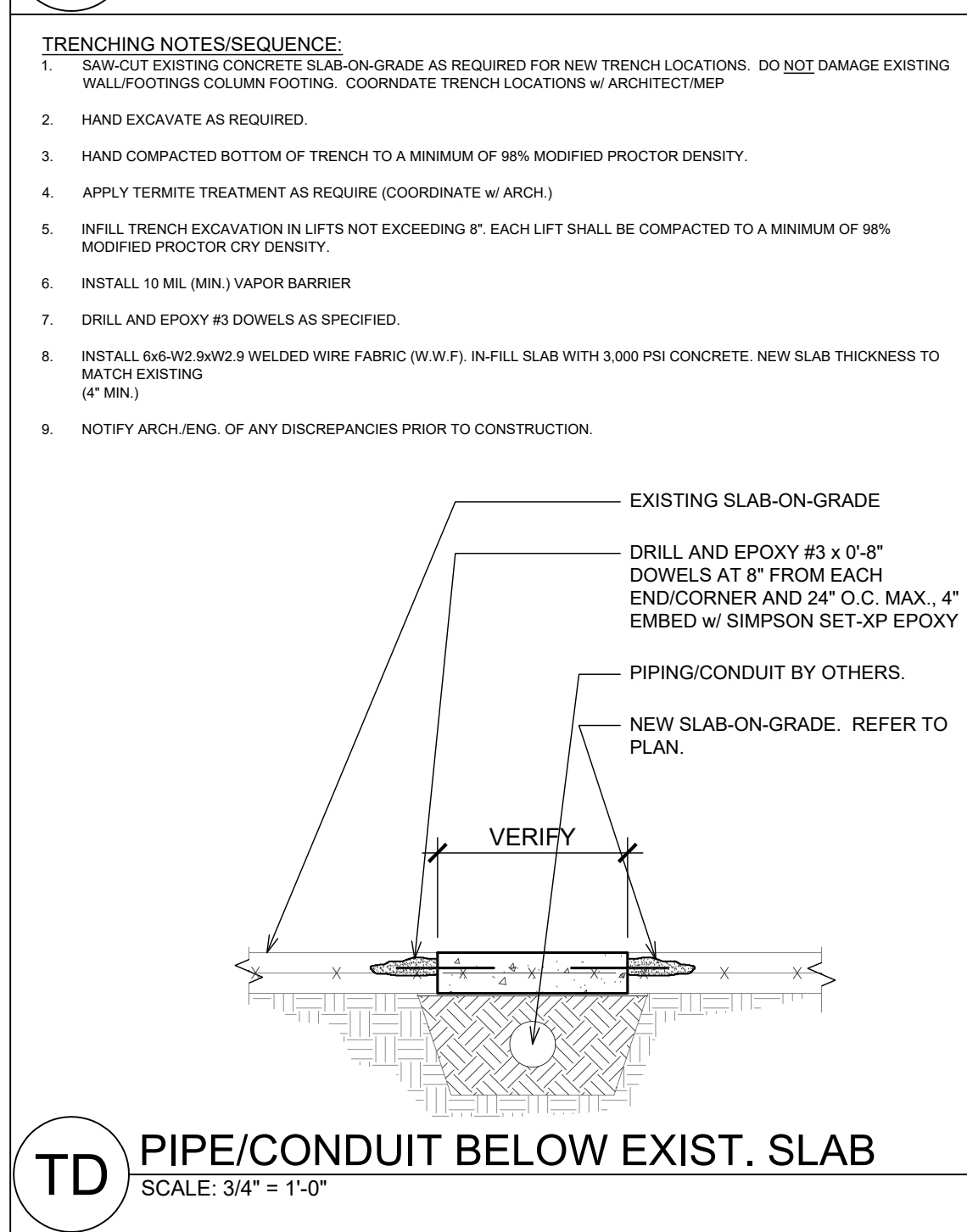
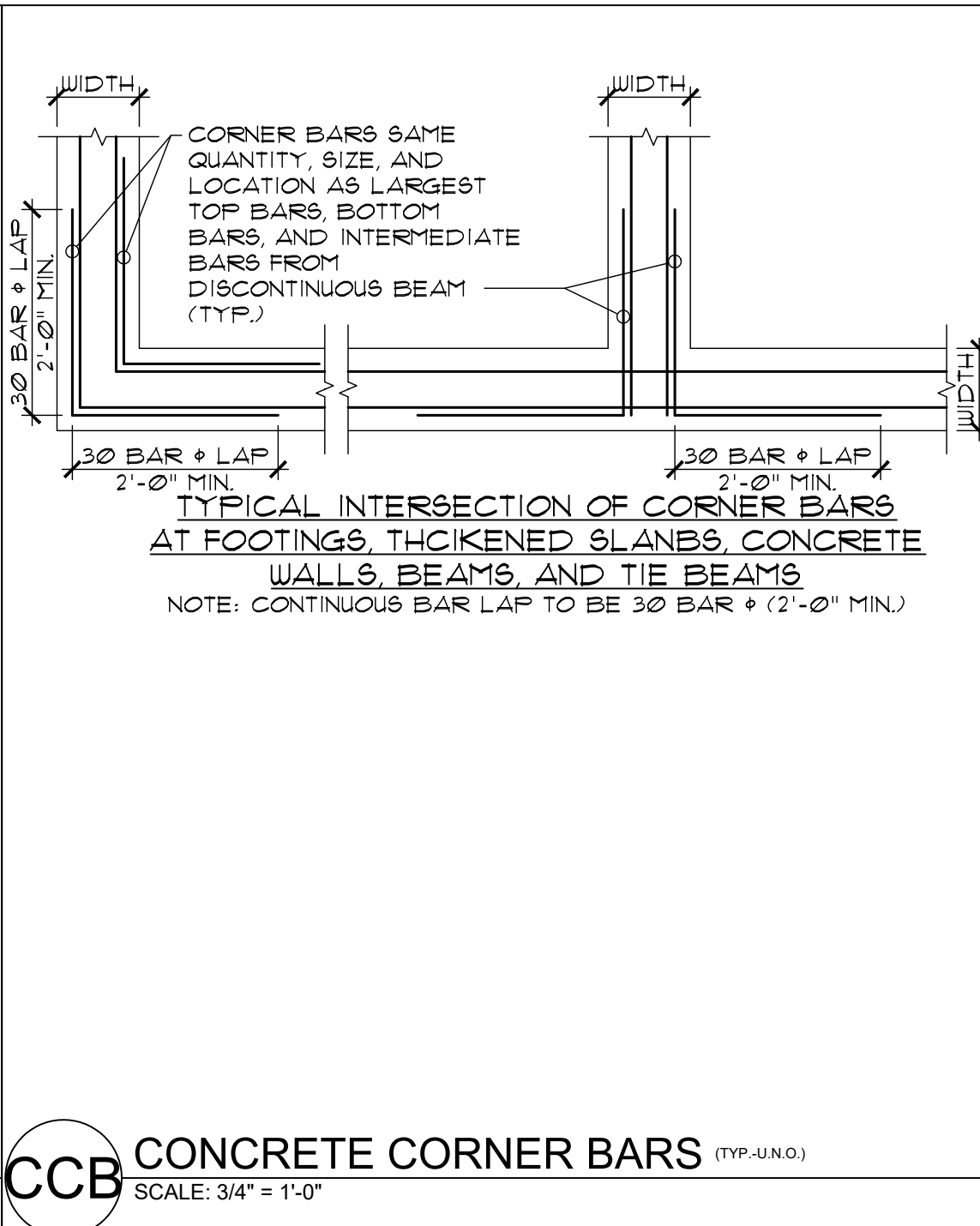
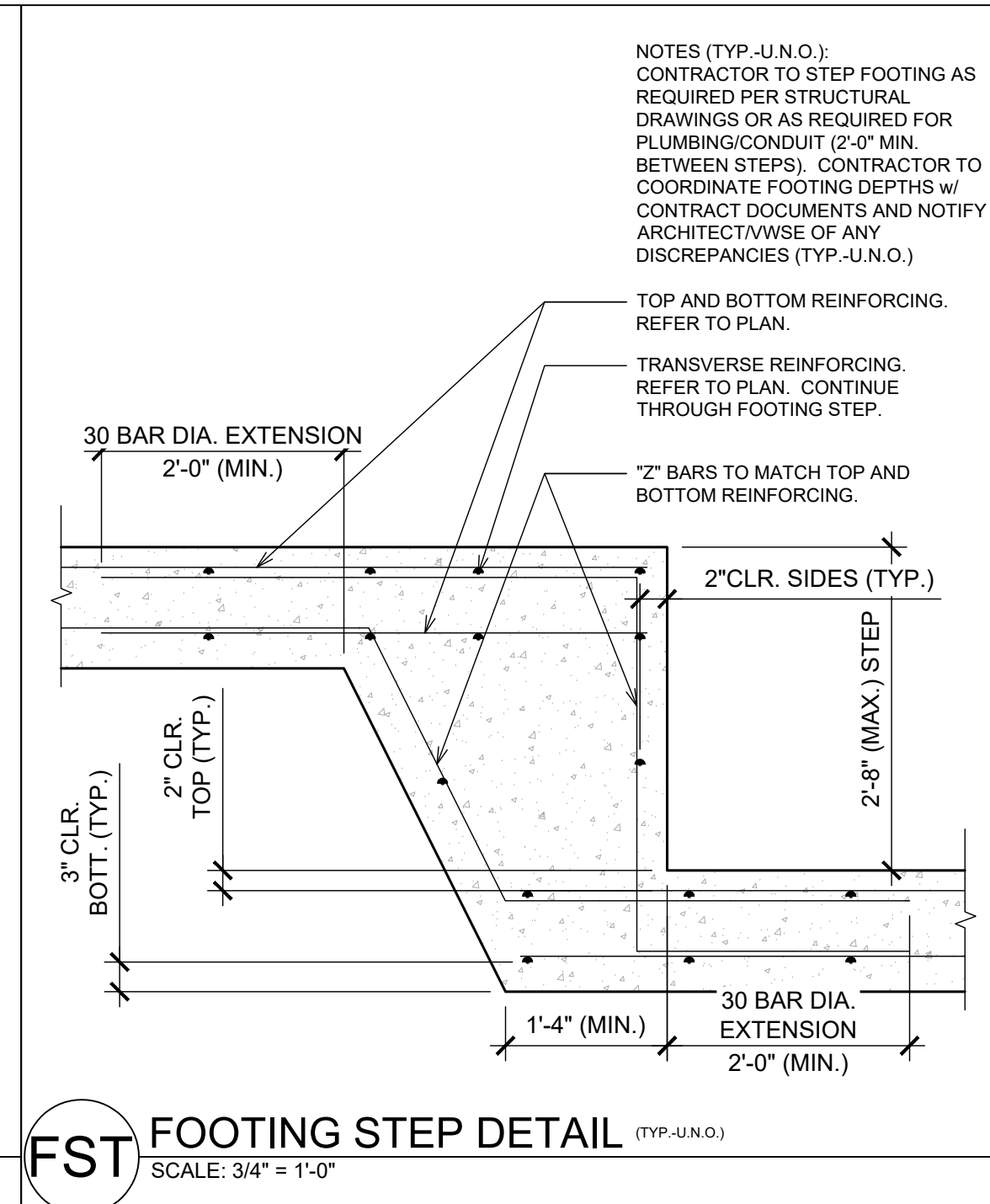
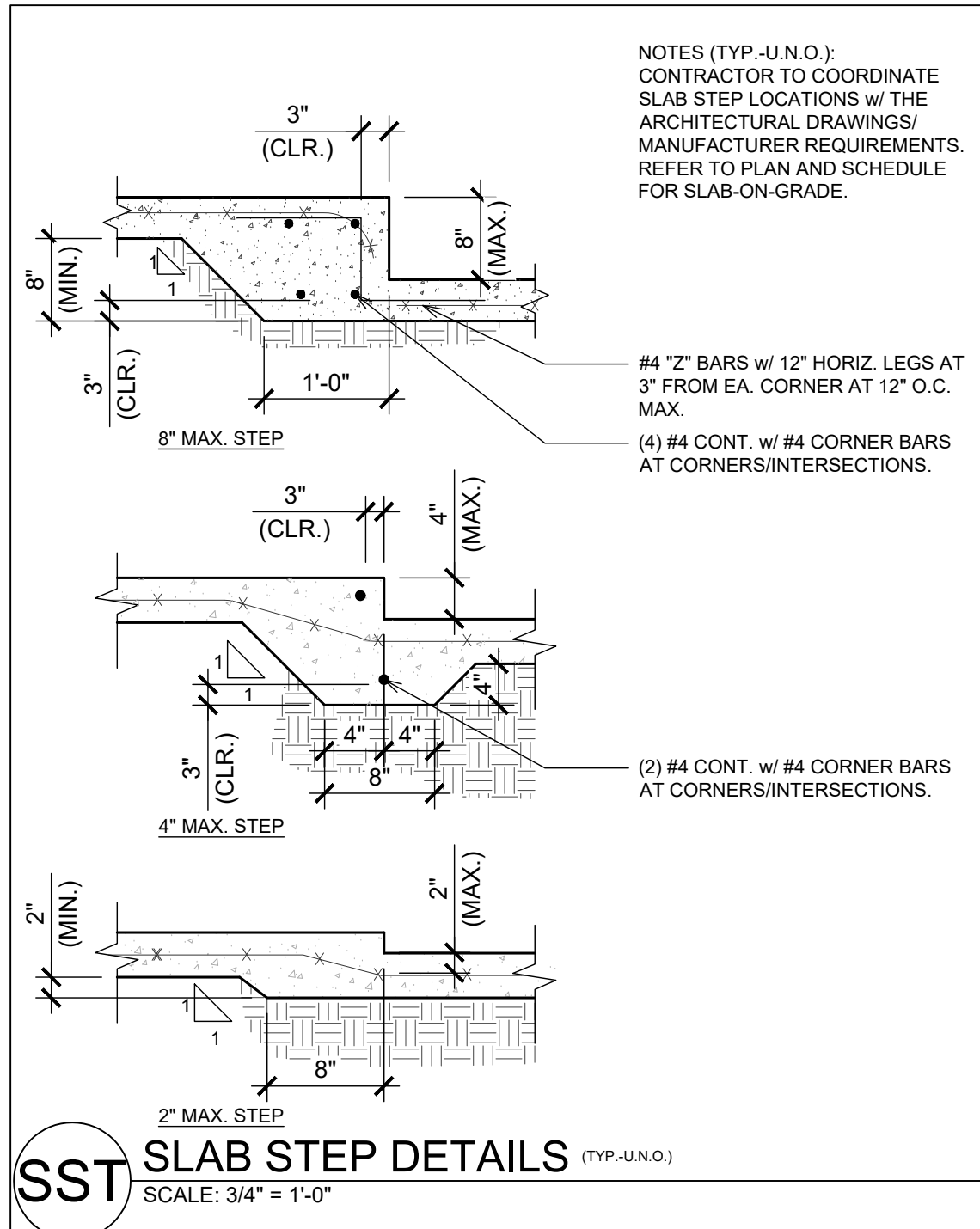
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**S002**

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FL P.E. LIC. NO. 67329

ROBERT V WAGNER  
No. 67329  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER



**SLAB SCHEDULE**

HATCH	TYPE	REINFORCING
[Hatch]	5" (MIN.) SLAB-ON-GRADE	6x6 - W2.9xW2.9 W.W.F
[Hatch]	EXISTING, SEE TD/S011 AS NEEDED	EXISTING

SLAB SCHEDULE NOTES (TYP-U.N.O.):  
1. ALL SLAB-ON-GRADE TO BE PLACED OVER COMPACTED SOIL OVER VAPOR BARRIER (10 MIL MIN. COORDINATE w/ ARCHITECT).  
2. SLAB SLOPE TOLERANCE TO BE 1/8" PER 10'-0" PER ACI 117. COORDINATE w/ ARCHITECT.  
3. REFER TO ARCHITECTURAL DRAWINGS FOR TERMITES TREATMENT.  
4. IN LIEU OF W.W.F. (FOR SLAB-ON-GRADE) IT IS STRUCTURALLY ACCEPTABLE TO USE MACRO-SYNTHETIC FIBERS (GRADE STIKS 90 OR EQUAL) AT A DOSAGE RATE OF 3.0 lbs/yd (MIN.) w/ 4.0 lbs/yd (MAX.) COORDINATE DOSAGE RATE AND CONCRETE MIX DESIGN w/ CONCRETE SUPPLIER. NOTE: MICRO-SYNTHETIC FIBERS "FIBRES" ARE NOT A STRUCTURALLY ACCEPTABLE ALTERNATIVE TO W.W.F.  
5. LOCATE W.W.F. AT MID-DEPTH OF SLABS FOR DEPTHS UP TO 5" MAXIMUM. FOR SLABS GREATER THAN 5" THICK LOCATE W.W.F. AT 1/3 DEPTH OF SLAB FROM THE TOP OF THE SLAB. DISCONTINUE W.W.F. AT CONTROL JOINTS.  
6. SAW-CUT CONTROL JOINTS (C.J.) TO BE 3/16" x 1/4" THE SLAB THICKNESS. LOCATE SLAB CONTROL JOINTS AT (1) 1/2" O.C. MAX (144 SQ. FT. MAX AREA LIMITED TO 1 TO 1 RATIO). IT IS STRUCTURALLY ACCEPTABLE TO HAND TOOL JOINTS IN LIEU OF SAW-CUTTING (HAND TOOLING TO BE COORDINATED w/ THE ARCHITECT/ENGINEER).  
7. COORDINATE ALL SLAB STEPS/DEPRESSIONS w/ THE ARCHITECTURAL DRAWINGS AND SSS/S011.  
8. REFER TO SHEET S001 FOR CAST-IN-PLACE CONCRETE NOTES.  
CONTROL JOINT PER SCHEDULE.

W.W.F. PER SCHEDULE

**FOOTING SCHEDULE**

LABEL	SIZE	REINFORCING
TE0.67	0'-8" x CONT. x 0'-8" DEEP	(1) #5 CONT.

FOOTING SCHEDULE NOTES (TYP-U.N.O.):  
1. LABELS: TE = THICKENED SLAB EDGE, TS = THICKENED SLAB, WF = CONTINUOUS WALL FOOTING, CF = COLUMN FOOTING  
2. CENTER CONTINUOUS FOOTINGS BELOW WALLS  
3. CENTER COLUMN FOOTINGS BELOW COLUMNS.  
4. CORNER BARS/HOOKED BARS AT ENDS OF FOOTINGS TO MATCH CONTINUOUS REINFORCING. REFER TO CCB/S011.  
5. CORNER BARS TO HAVE A 30 BAR DIAMETER (2'-0" MIN.) LAP SPACE. REFER TO CCB/S011.  
6. CONTINUOUS BARS TO HAVE A 30 BAR DIAMETER (2'-0" MIN.) LAP SPACE. REFER TO CCB/S011.  
7. ( ) = TOP OF FOOTING ELEVATION.  
8. AT EXISTING FOOTINGS DRILL AND EPOXY CONTINUOUS/TRANSVERSE REINFORCING INTO EXISTING FOOTING. 6" EMBEDMENT w/ SIMPSON SET-XP ADHESIVE.  
9. REFER TO SHEET S001 FOR CAST-IN-PLACE CONCRETE NOTES.

TOP REINF.  
BOTT. REINF.

SLAB-ON-GRADE (AS APPLICABLE), POUR MONO w/ FOOTINGS.

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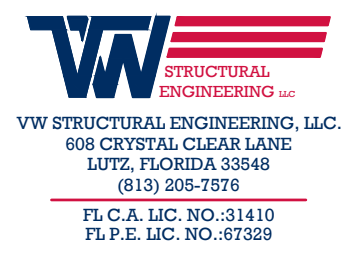
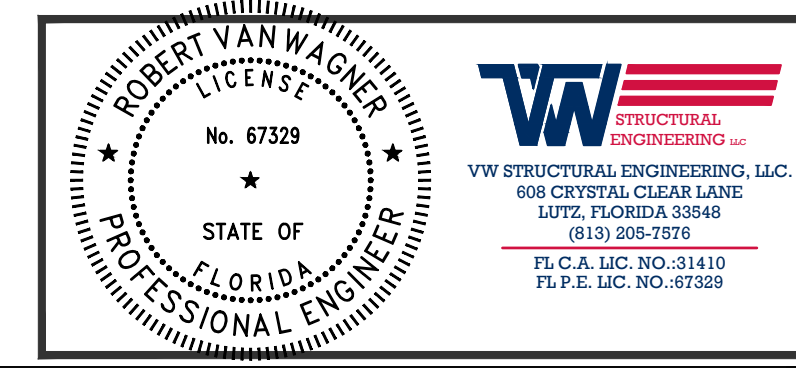
CONCRETE SCHEDULES AND DETAILS  
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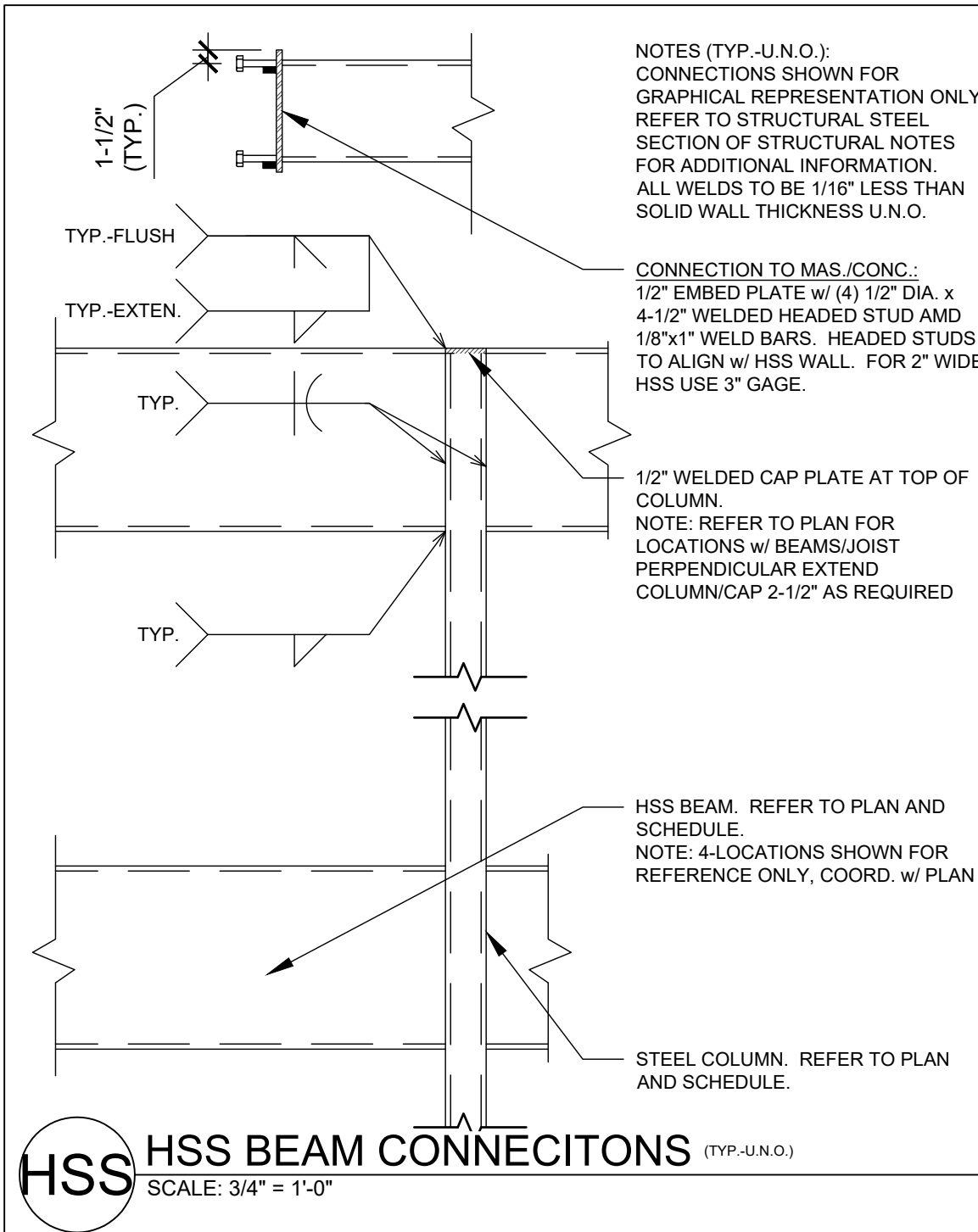
REVISIONS:

REVIEW SET

ROBERT V WAGNER  
GEORGIA PE #048117

**S011**  
Issue Date: 12/05/22  
Project No: 222047





**STEEL BEAM SCHEDULE** (TYP.-U.N.O.)

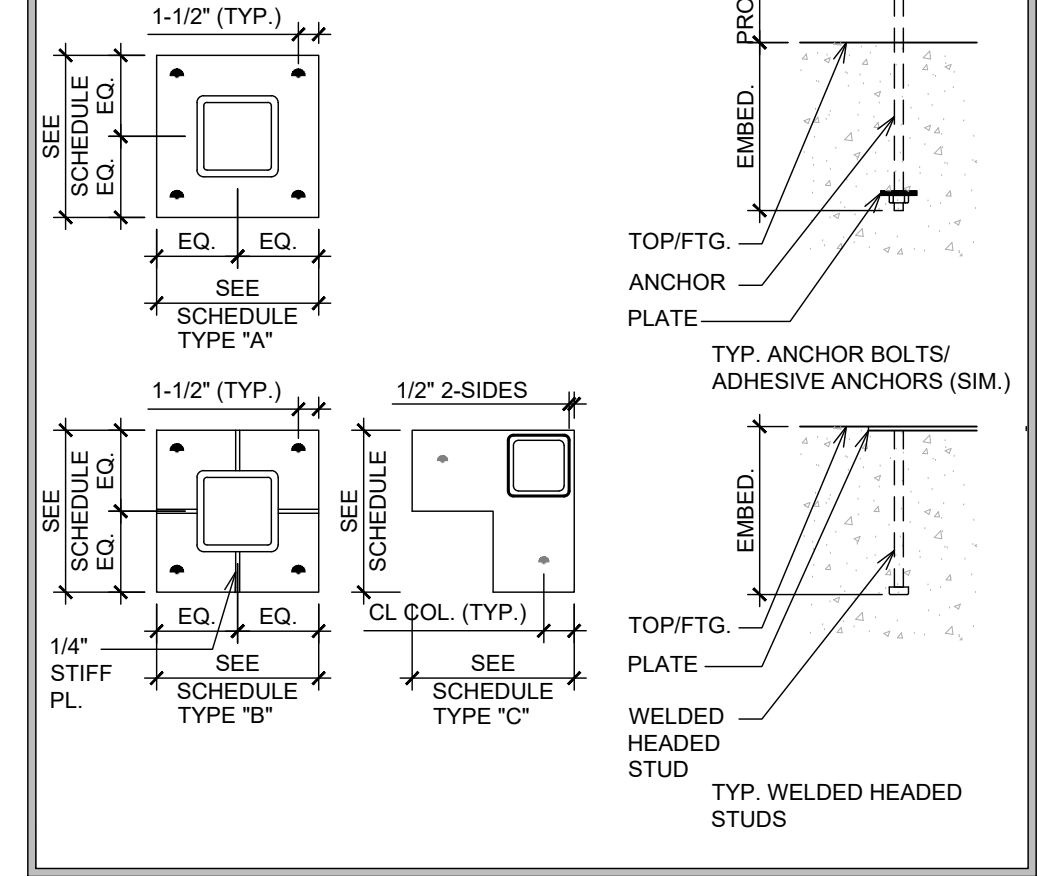
LABEL	SIZE	CONNECTION EA. END
SB6x4	HSS 6\"/>	
SB6x4(b)	HSS 6\"/>	
SB12x4	HSS 12\"/>	

STEEL BEAM SCHEDULES (TYP.-U.N.O.):  
 1. SIZE: HSS = HOLLOW STEEL SECTION, WF = WIDE FLANGE, C = CHANNEL, MC = MC CHANNEL  
 2. CONTRACTOR TO COORDINATE ALL STEEL BEAM LOCATIONS w/ THE ARCHITECTURAL DRAWINGS/EXISTING CONDITIONS/MANUFACTURER REQUIREMENTS AND NOTIFY ARCHITECT/WO/IF ANY DISCREPANCIES  
 3. ALL EXTERIOR STEEL TO BE HD DIPPED GALVANIZED. COORDINATE FINISHED COATING w/ ARCHITECT.  
 4. REFER TO SHEET S021 FOR ADDITIONAL INFORMATION.  
 5. CONTRACTOR OPTION: PROVIDED ALTERNATE FINAL SIGNED SEALED CONNECTIONS BY CONTRACTORS DELEGATE SPECIALTY ENGINEER  
 6. REFER TO SHEET S001 FOR STRUCTURAL STEEL NOTES.

**STEEL COLUMN SCHEDULE** (TYP.-U.N.O.)

LABEL	SIZE	BASE PLATE/ANCHORS
SC4x4	HSS4\"/>	

STEEL COLUMN SCHEDULES (TYP.-U.N.O.):  
 1. SIZE: HSS = HOLLOW STEEL SECTION, WF = WIDE FLANGE  
 2. CENTER COLUMNS ON BASE PLATES  
 3. WELD (FILLET) (GROOVE AS REQUIRED) COLUMNS TO BASE PLATE. WELD TO BE 1/16\"/>



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REVISIONS:


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 GEORGIA PE #048117

**S015**

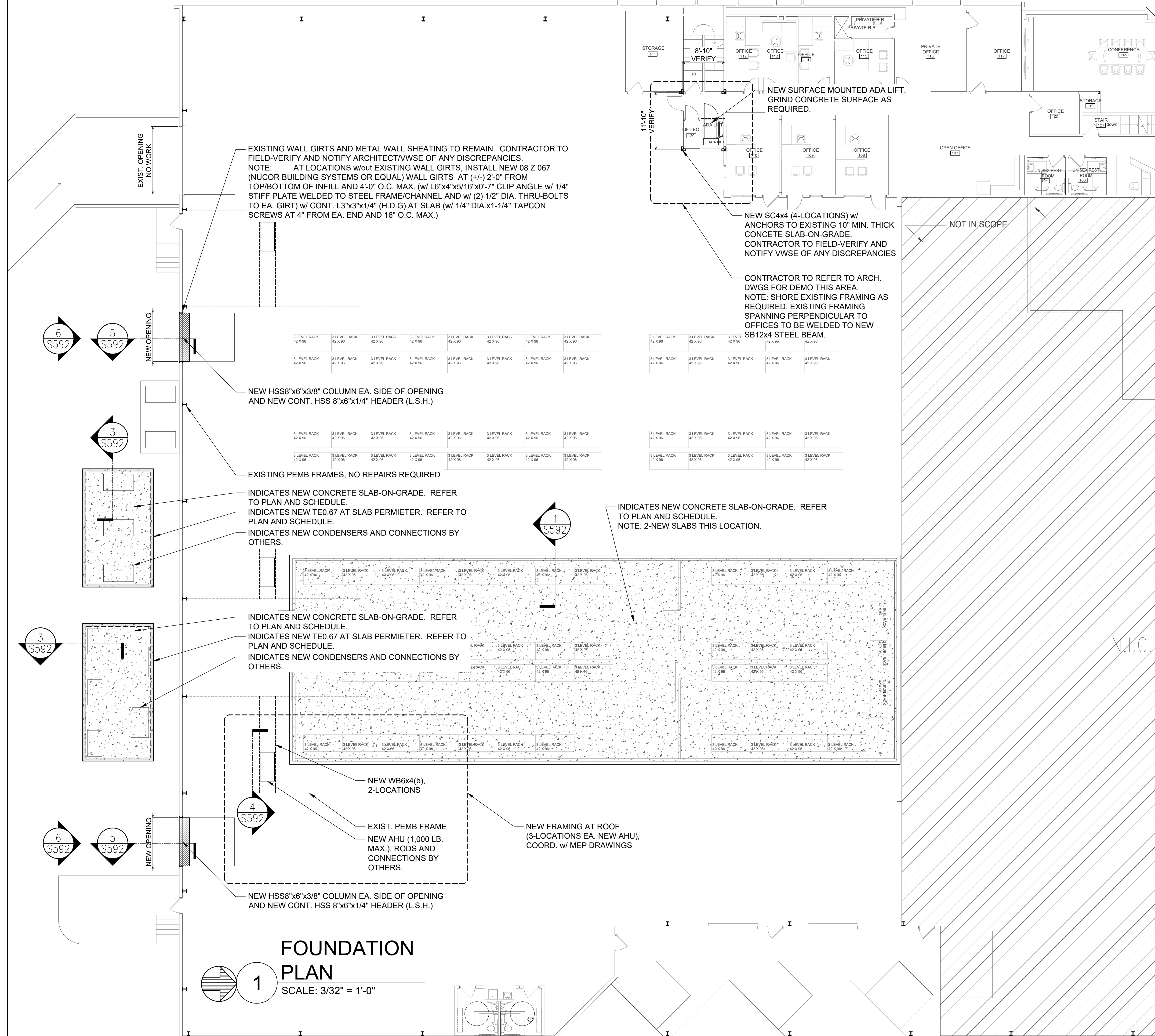
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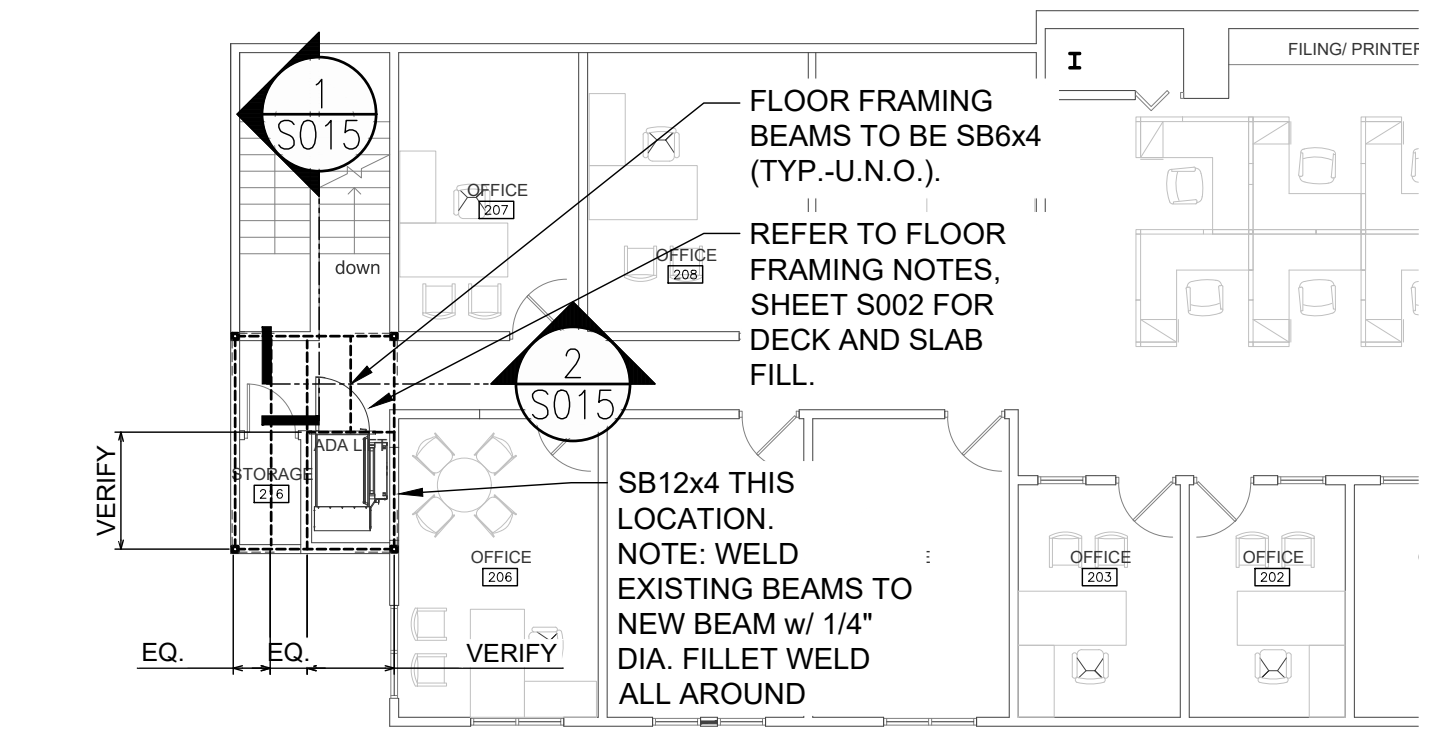
ROBERT VAN WAGNER  
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 PROFESSIONAL ENGINEER

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 F.P.E. LIC. NO.: 87329

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**FOUNDATION PLAN**  
SCALE: 3/32" = 1'-0"



**SECOND FLOOR FRAMING PLAN**  
SCALE: 3/32" = 1'-0"

- GENERAL NOTES (TYP.-U.N.O.):**
- REFER TO SHEET S001 FOR STRUCTURAL NOTES
  - REFER TO SHEET S002 FOR WIND DESIGN CRITERIA AND TYPICAL NOTES.
  - REFER TO S011 AND S015 FOR SCHEDULES, TYPICAL DETAILS, ETC.
  - COORDINATE ALL OPENINGS SHOWN w/ ARCHITECTURAL DRAWINGS AND MANUFACTURER REQUIREMENTS AND NOTIFY ARCHITECT/WVSE OF ANY DISCREPANCIES. REFER TO SHEET S001 FOR TYPICAL DIMENSION/ELEVATIONS NOTES.
  - COORDINATE ALL PLUMBING/DRAIN LOCATIONS SHOWN w/ THE ARCHITECTURAL/PLUMBING DRAWINGS AND NOTIFY ARCHITECT/WVSE OF ANY DISCREPANCIES.
  - CONTRACTOR TO COORDINATE ALL SLOPES, DEPRESSIONS, SLAB OPENINGS, ETC. w/ THE ARCHITECTURAL AND MEP DRAWINGS AND MANUFACTURER REQUIREMENTS AND NOTIFY ARCHITECT/WVSE OF ANY DISCREPANCIES.
  - ALL SECTIONS HAVE BEEN CREATED USING THE ARCHITECTURAL WALL SECTIONS REFERENCED. CONTRACTOR TO NOTIFY THE ARCHITECT/WVSE OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION/FABRICATION.
  - ( ) = TOP OF STRUCTURAL ELEMENT
  - [ ] = BOTTOM OF STRUCTURAL ELEMENT
  - < > = BEARING ELEVATION OF ELEMENT

**REVIEW SET**

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STRUCTURAL ENGINEERING  
No. 67329  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER

WV  
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REVISIONS:

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GEORGIA PE #048117

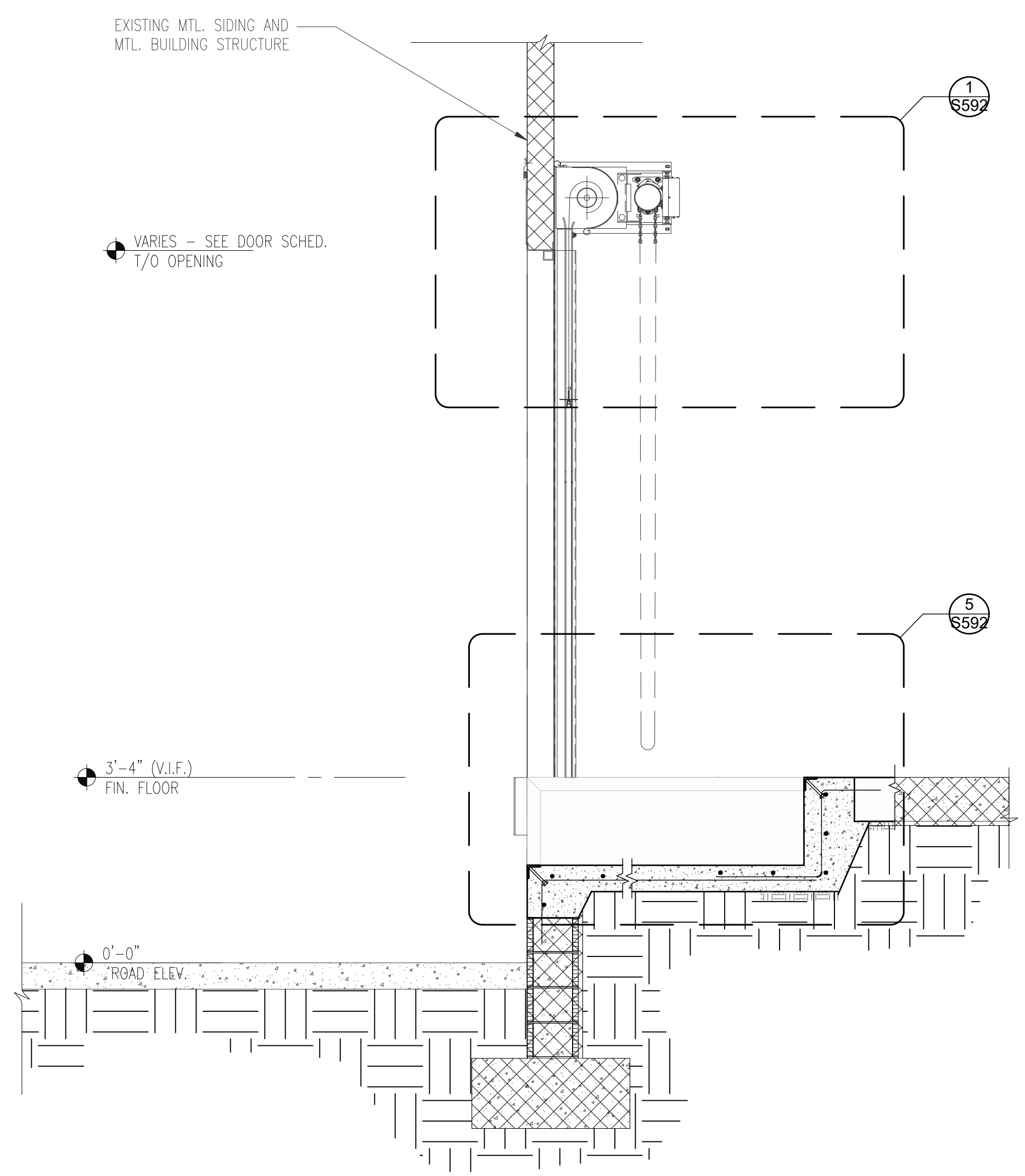
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Project No.: 222047

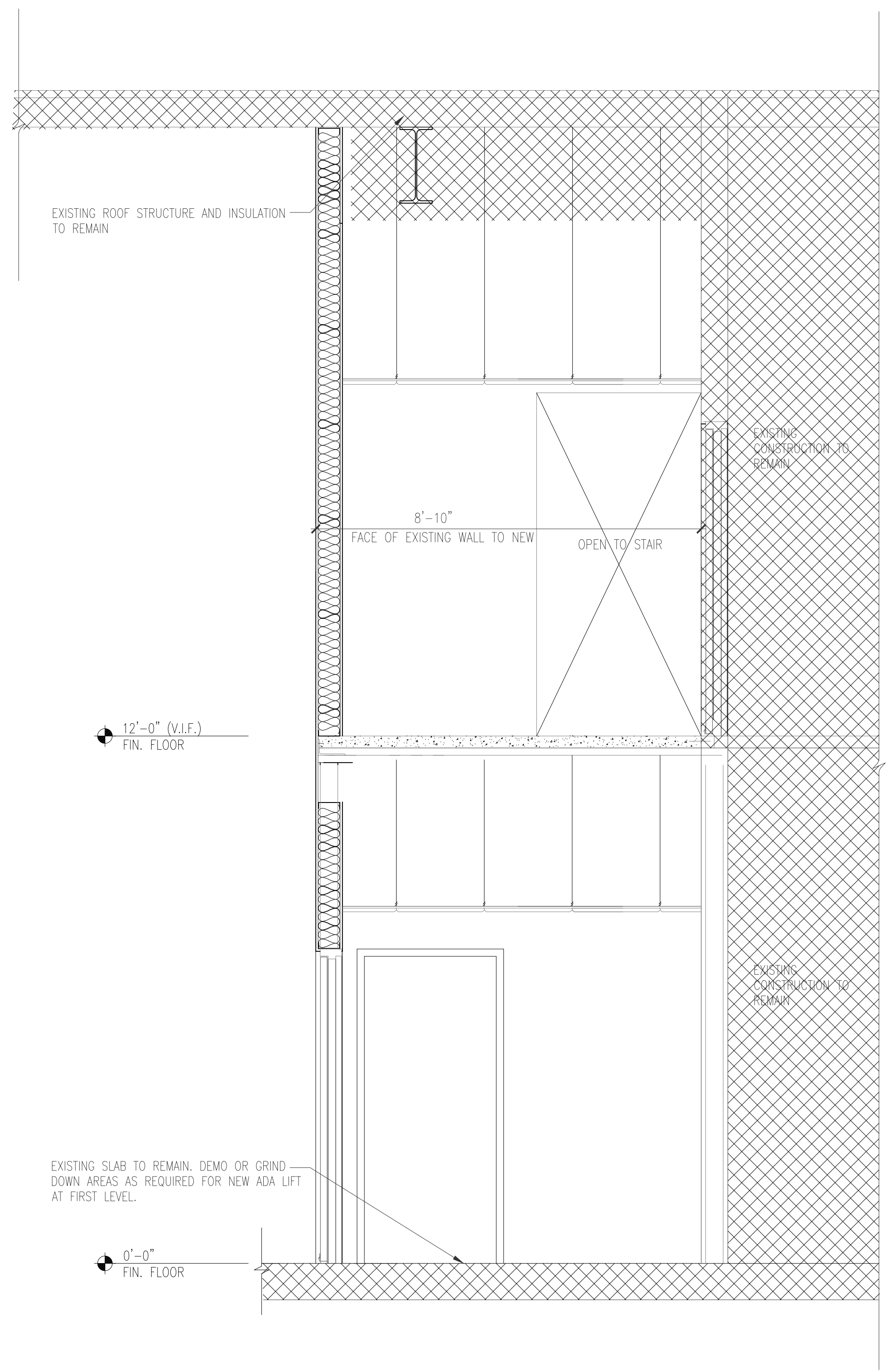


- WALL SECTION NOTES** (TYP.-U.N.O.):
1. REFER TO SHEET S001 FOR STRUCTURAL NOTES
  2. REFER TO SHEET S002 FOR WIND DESIGN CRITERIA AND TYPICAL NOTES.
  3. REFER TO S011 AND S015 FOR SCHEDULES, TYPICAL DETAILS, ETC.
  4. ALL SECTIONS HAVE BEEN CREATED USING THE ARCHITECTURAL WALL SECTIONS REFERENCED. CONTRACTOR TO NOTIFY THE ARCHITECT/W/SE OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION/FABRICATION.
  5. ( ) = TOP OF STRUCTURAL ELEMENT
  6. [ ] = BOTTOM OF STRUCTURAL ELEMENT
  7. < -> = BEARING ELEVATION OF ELEMENT
  8. REFER TO SHEET S311 FOR TYPICAL NOTES/DETAILS ON WALL SECTIONS.

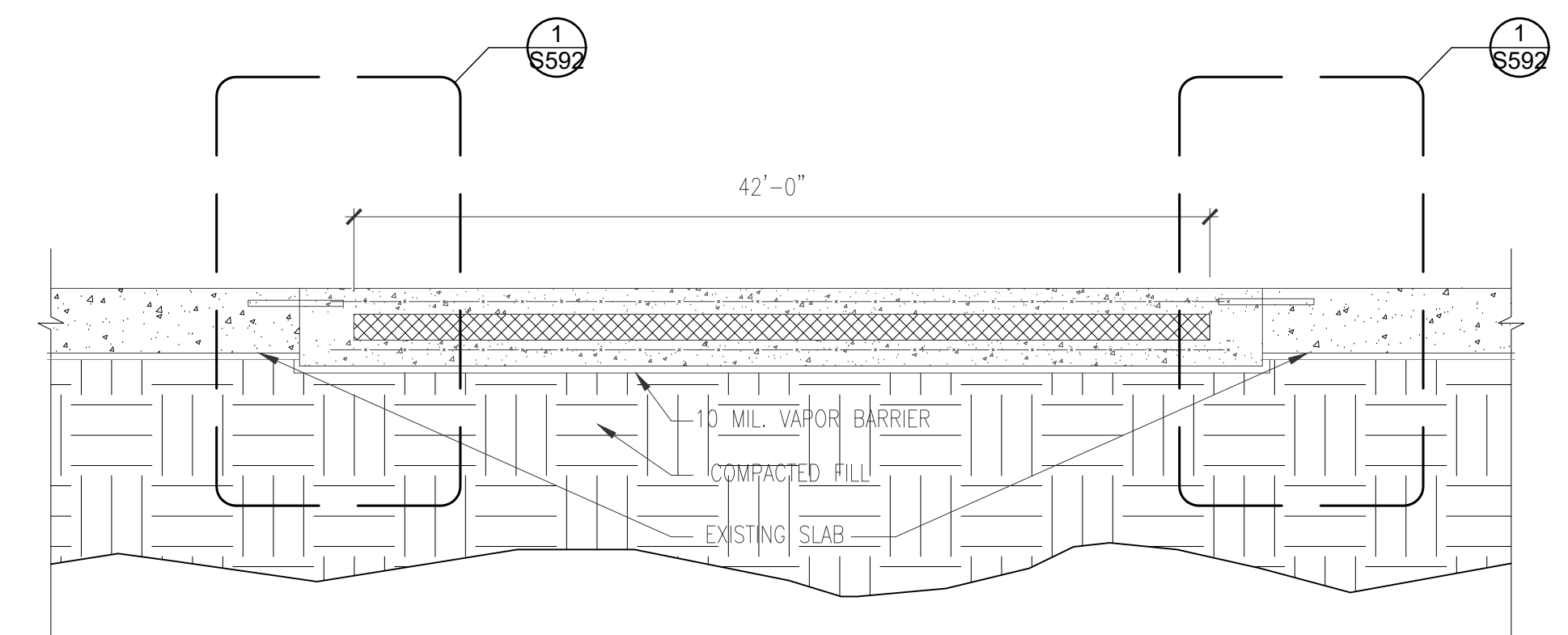
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**1** STRUCTURAL WALL SECTION  
SCALE: 1/2" = 1'-0"



**2** STRUCTURAL WALL SECTION  
SCALE: 1/2" = 1'-0"



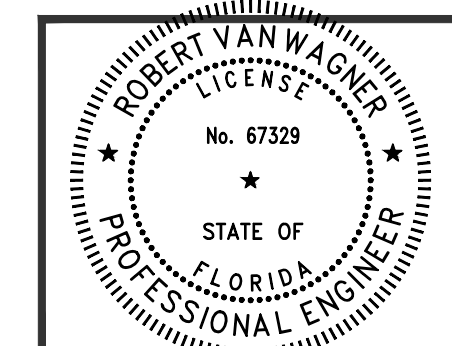
**3** STRUCTURAL WALL SECTION  
SCALE: 1/2" = 1'-0"

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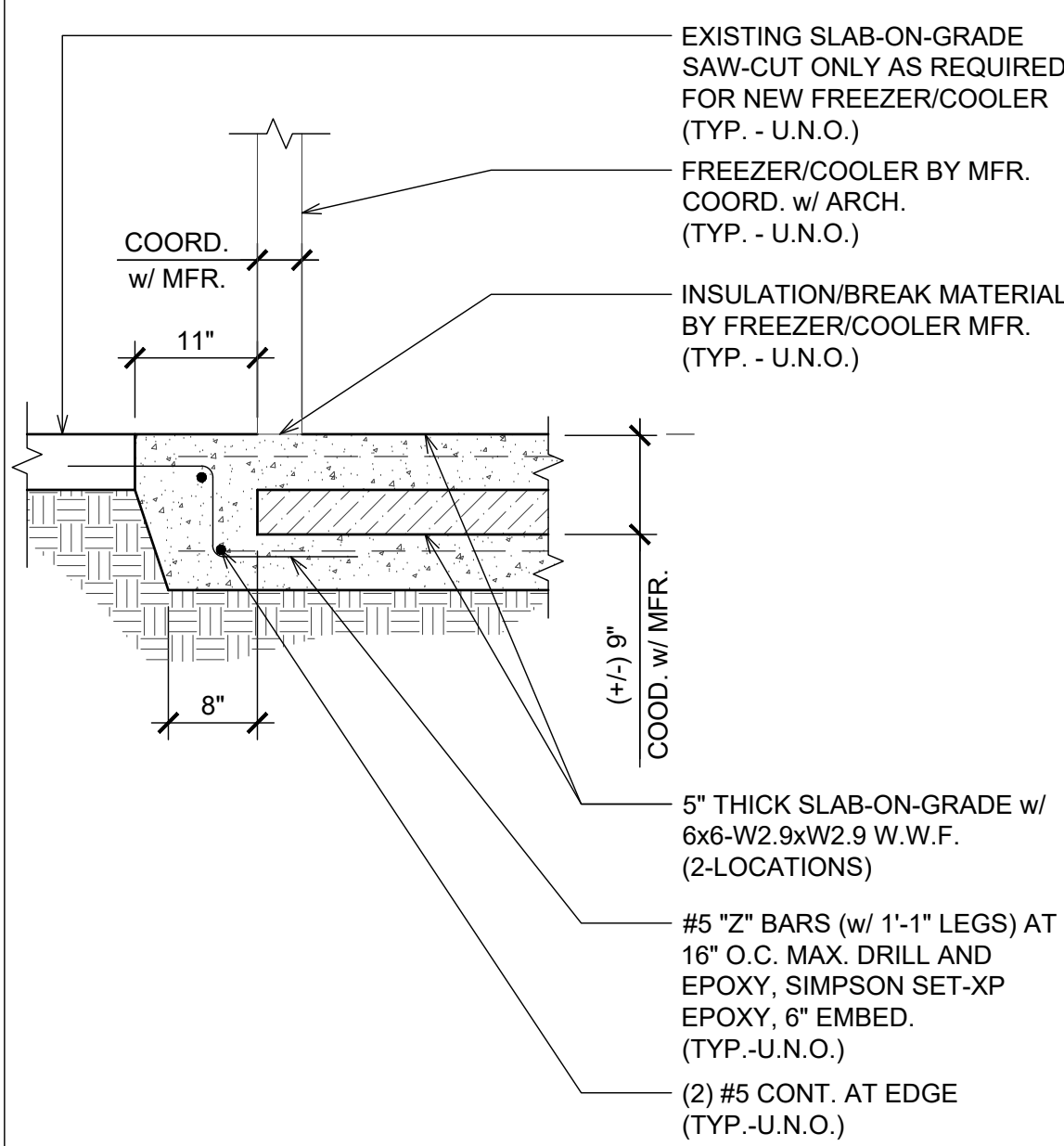
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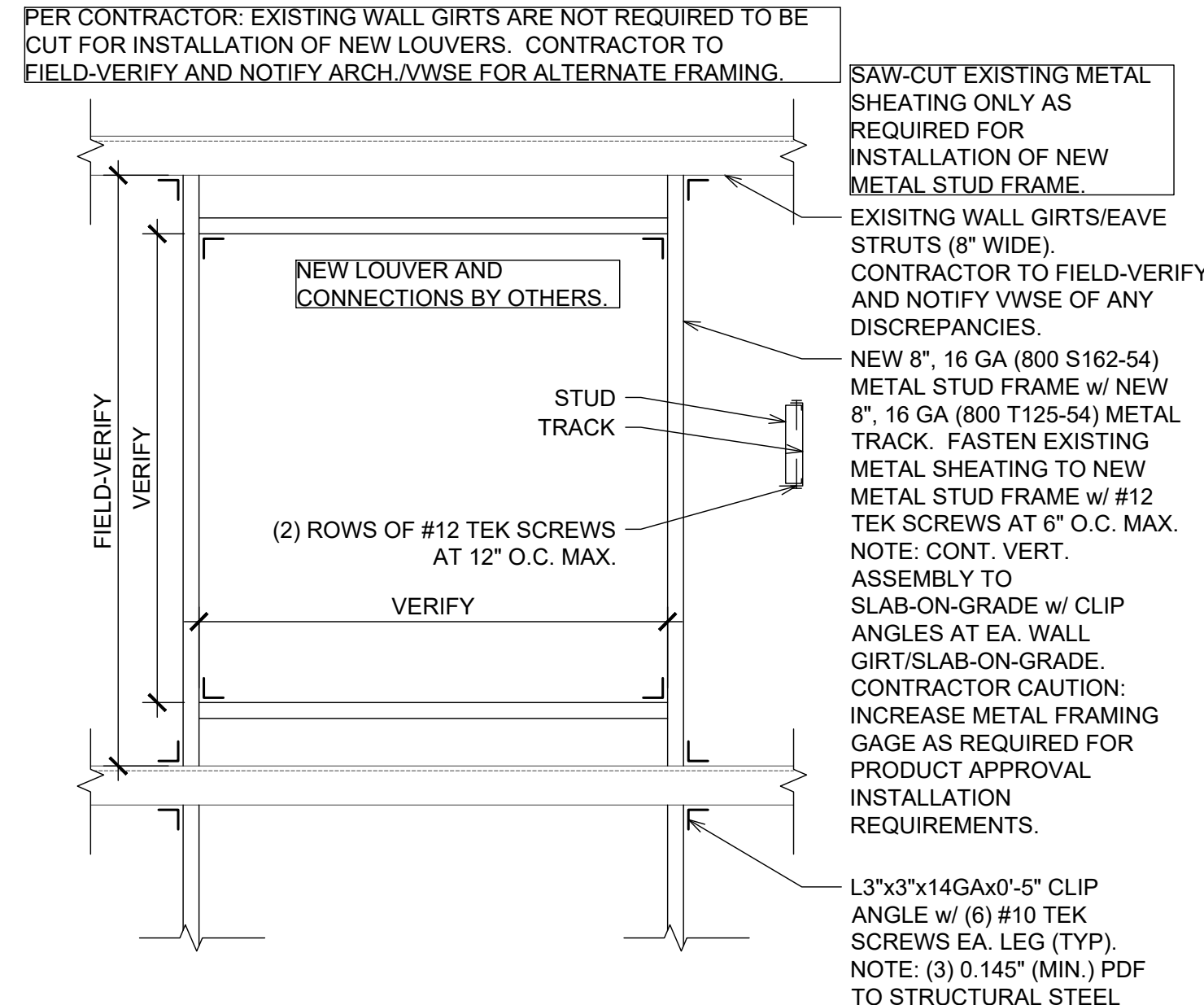


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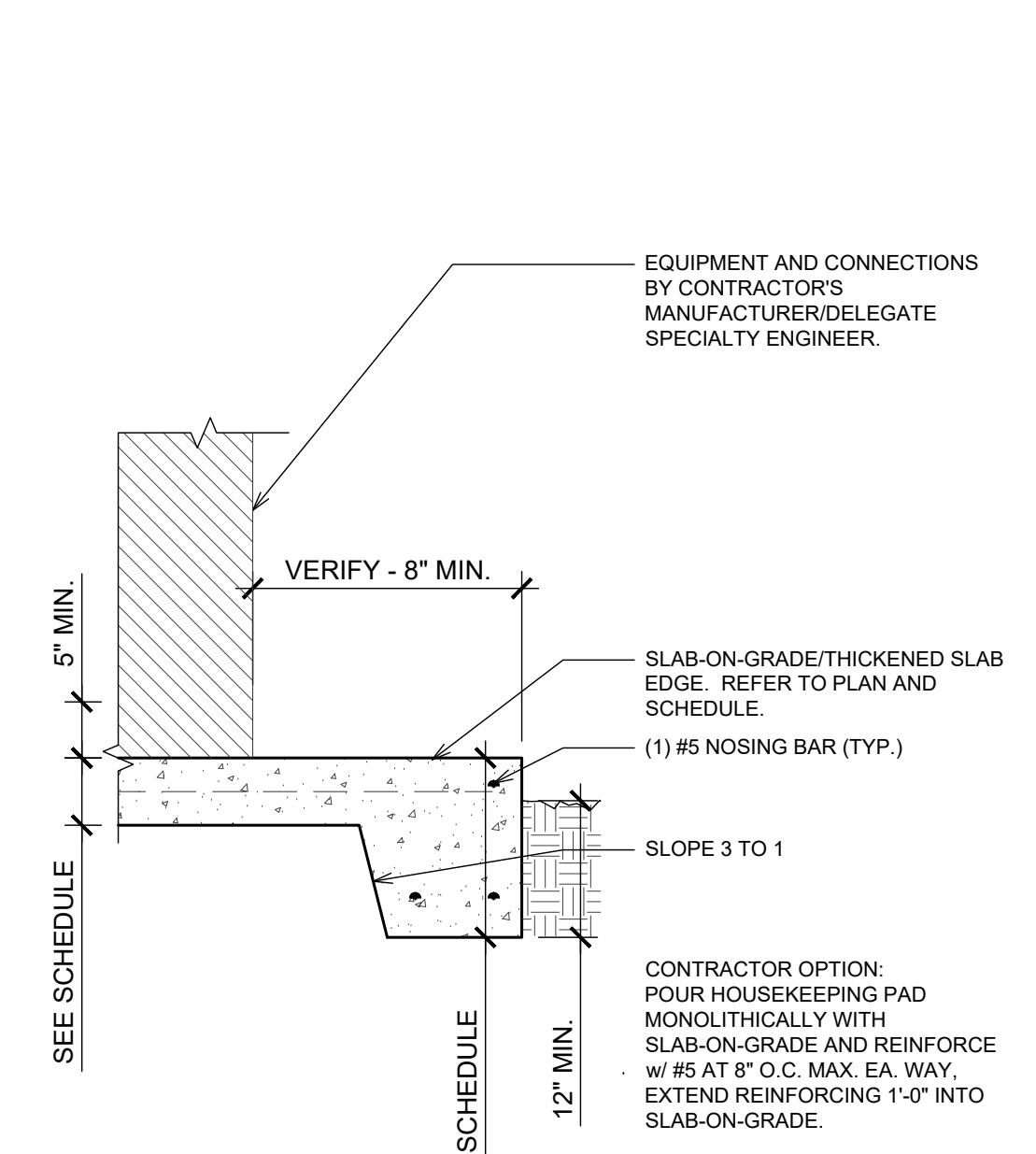
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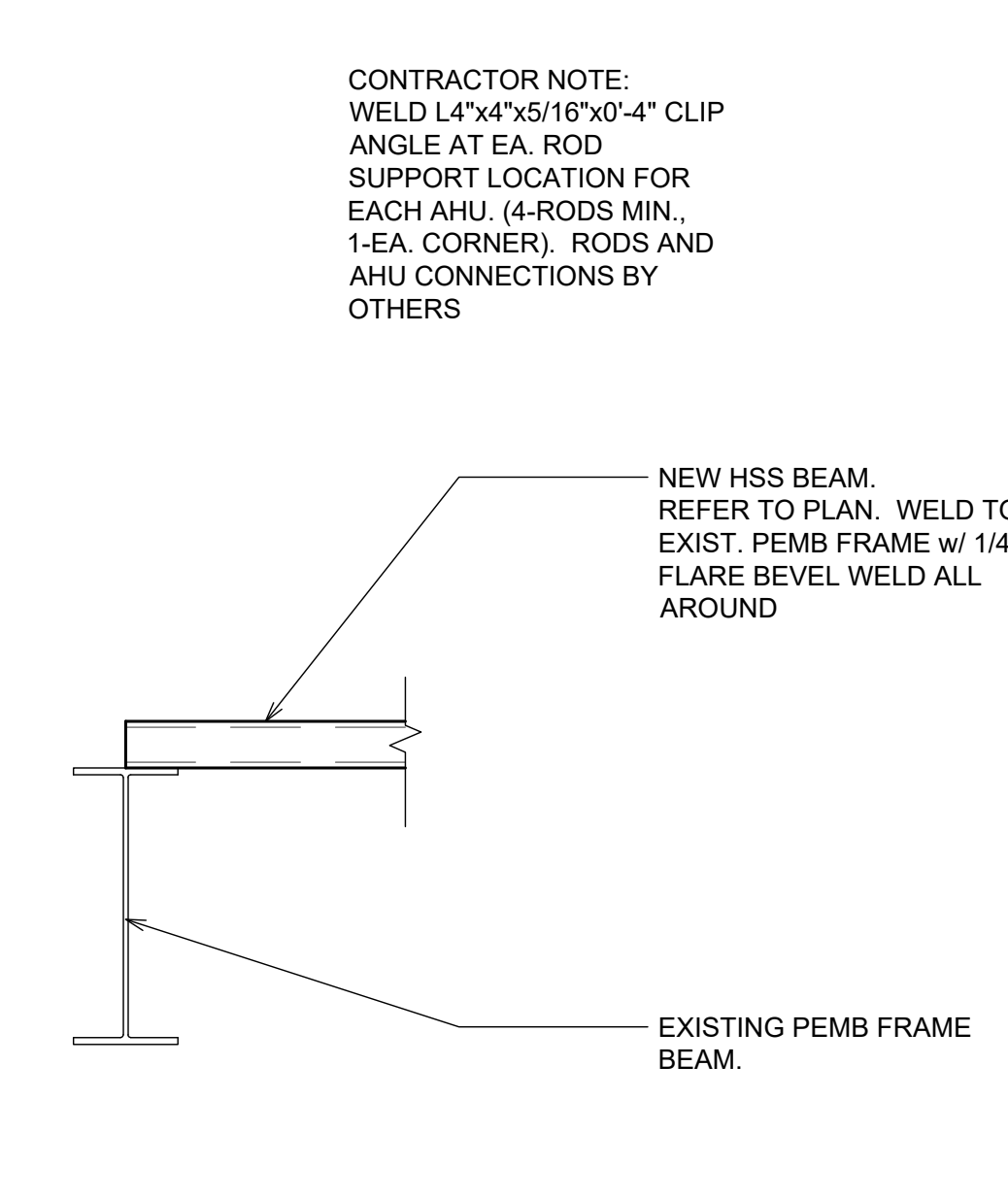
**1 SECTION AT FREEZER/COOLER**  
SCALE: 3/4" = 1'-0"



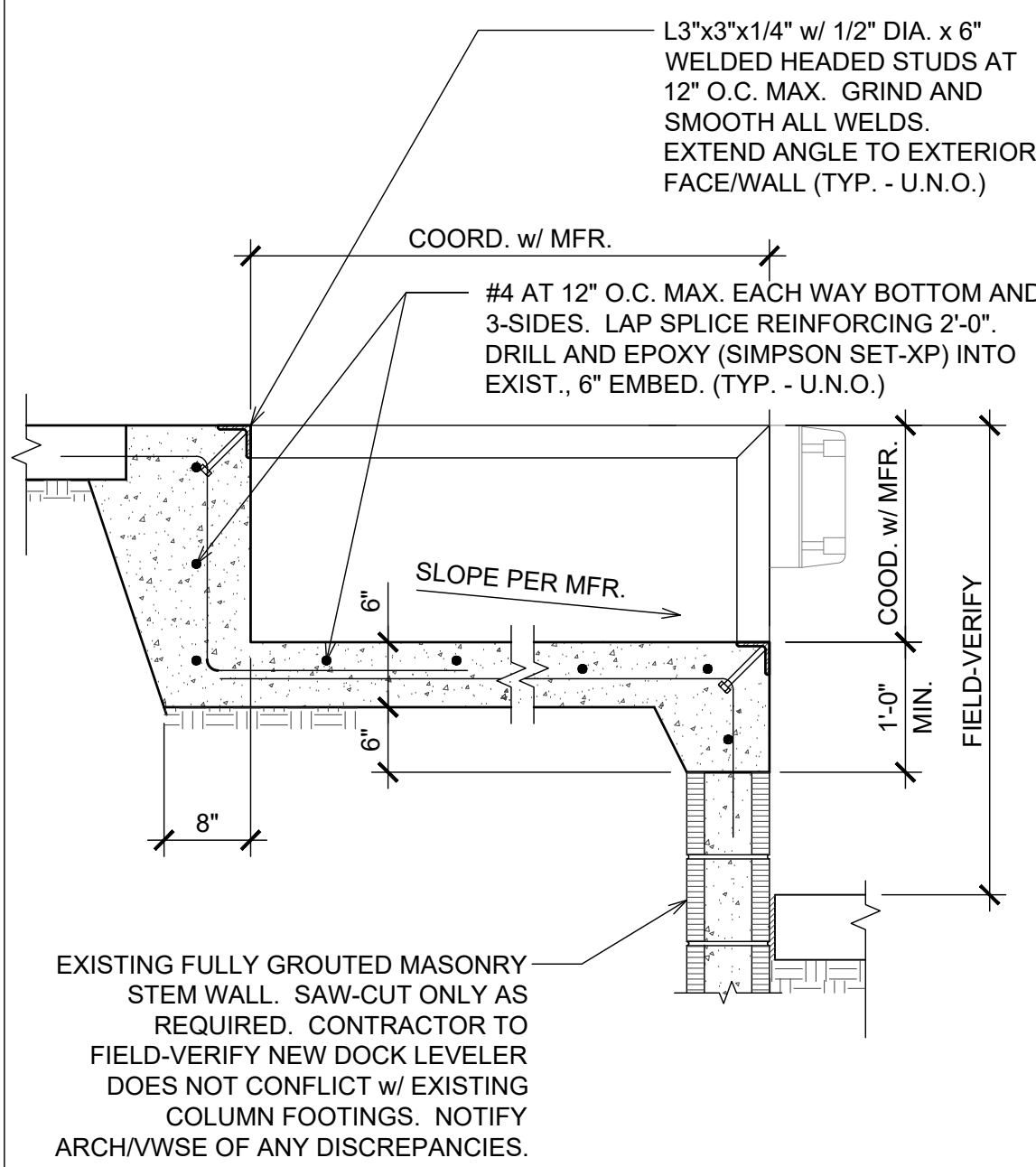
**2 NEW LOUVER FRAME (ELEVATION)**  
SCALE: 3/4" = 1'-0"



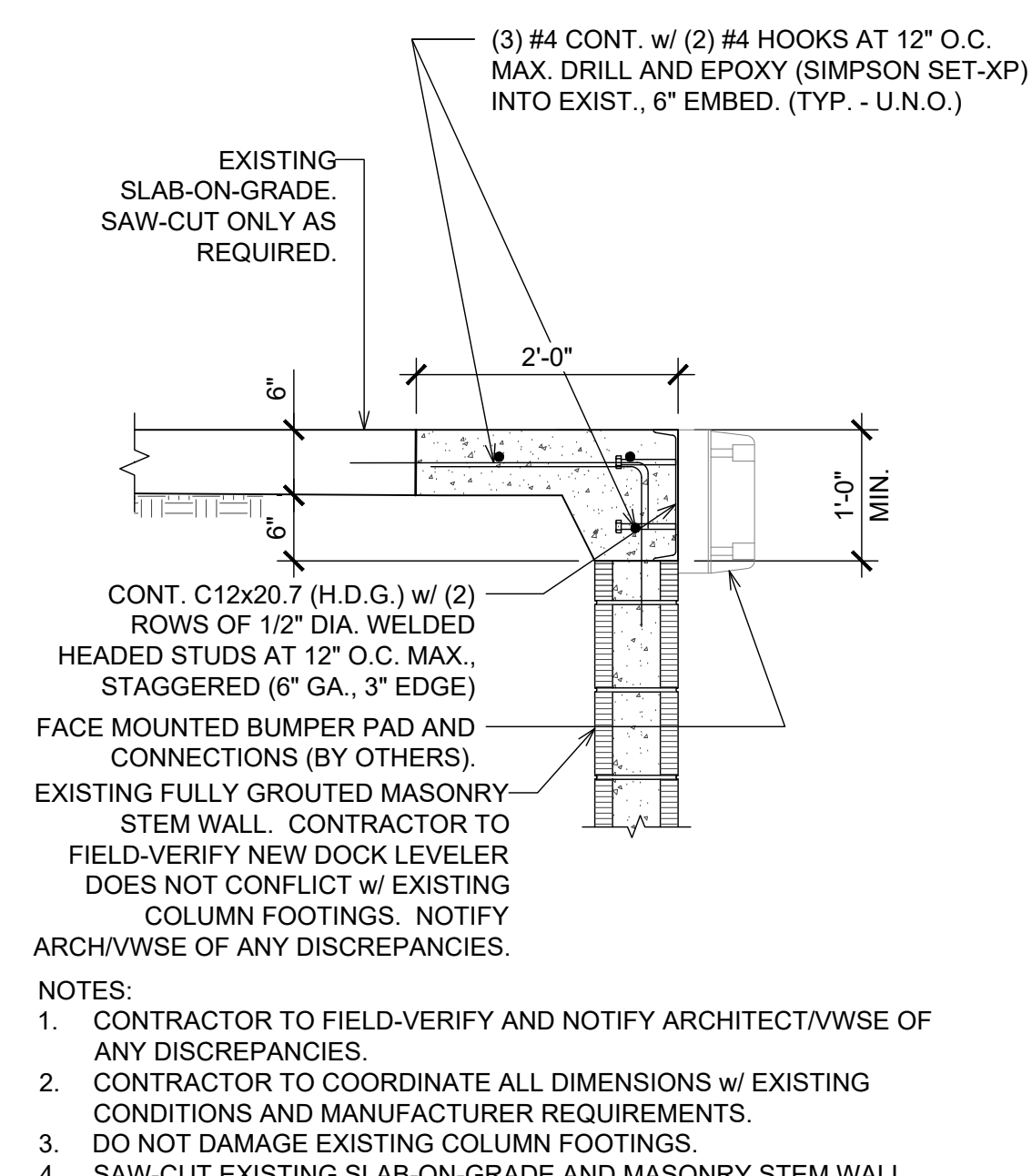
**3 EQUIPMENT SLAB EDGE DETAIL**  
SCALE: 3/4" = 1'-0"



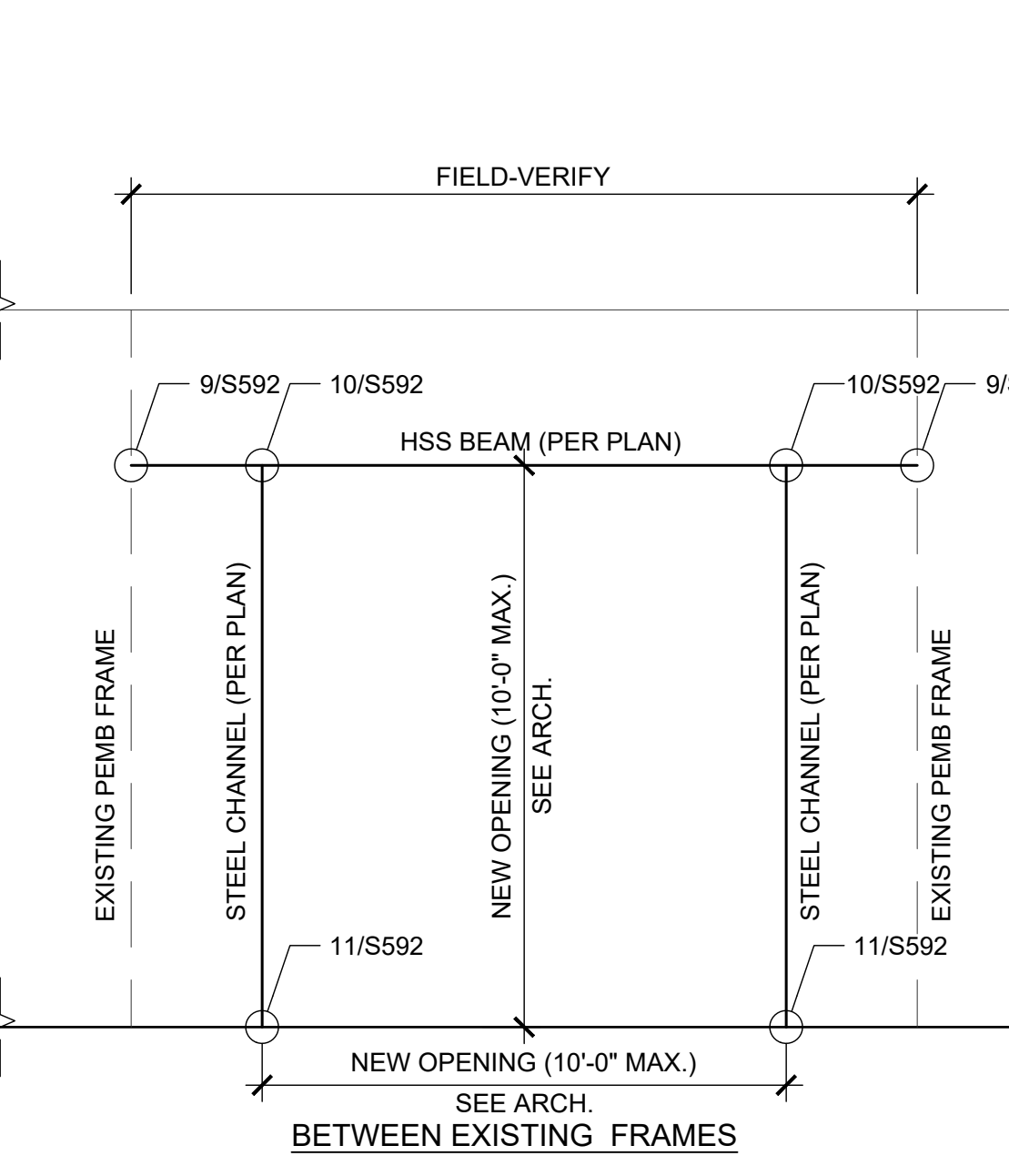
**4 SECTION**  
SCALE: 3/4" = 1'-0"



**5 SECTION AT DOCK LEVELER**  
SCALE: 3/4" = 1'-0"

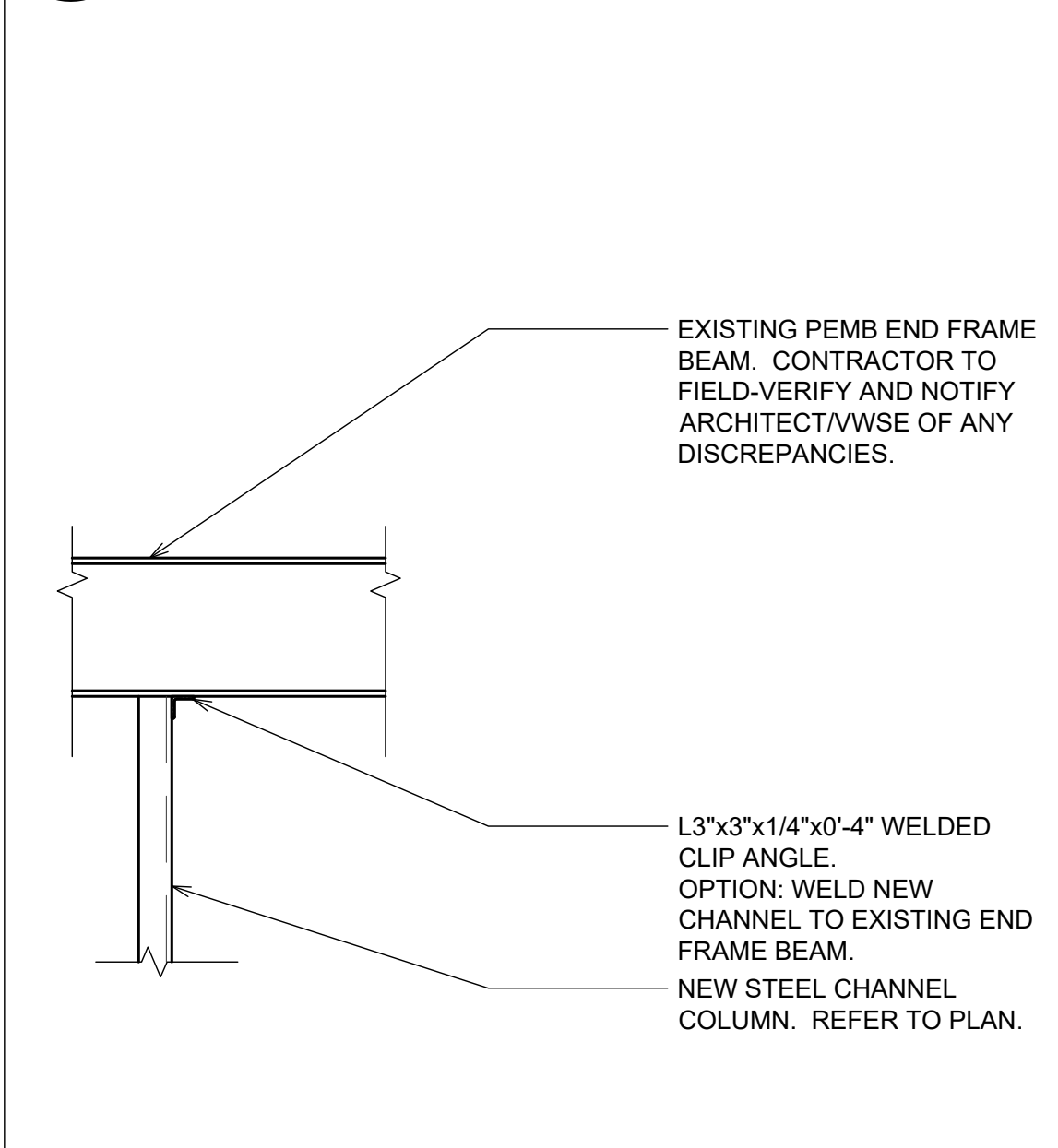


**6 ELEVATION AT NEW OVERHEAD DOOR OPENING**  
SCALE: 3/4" = 1'-0"

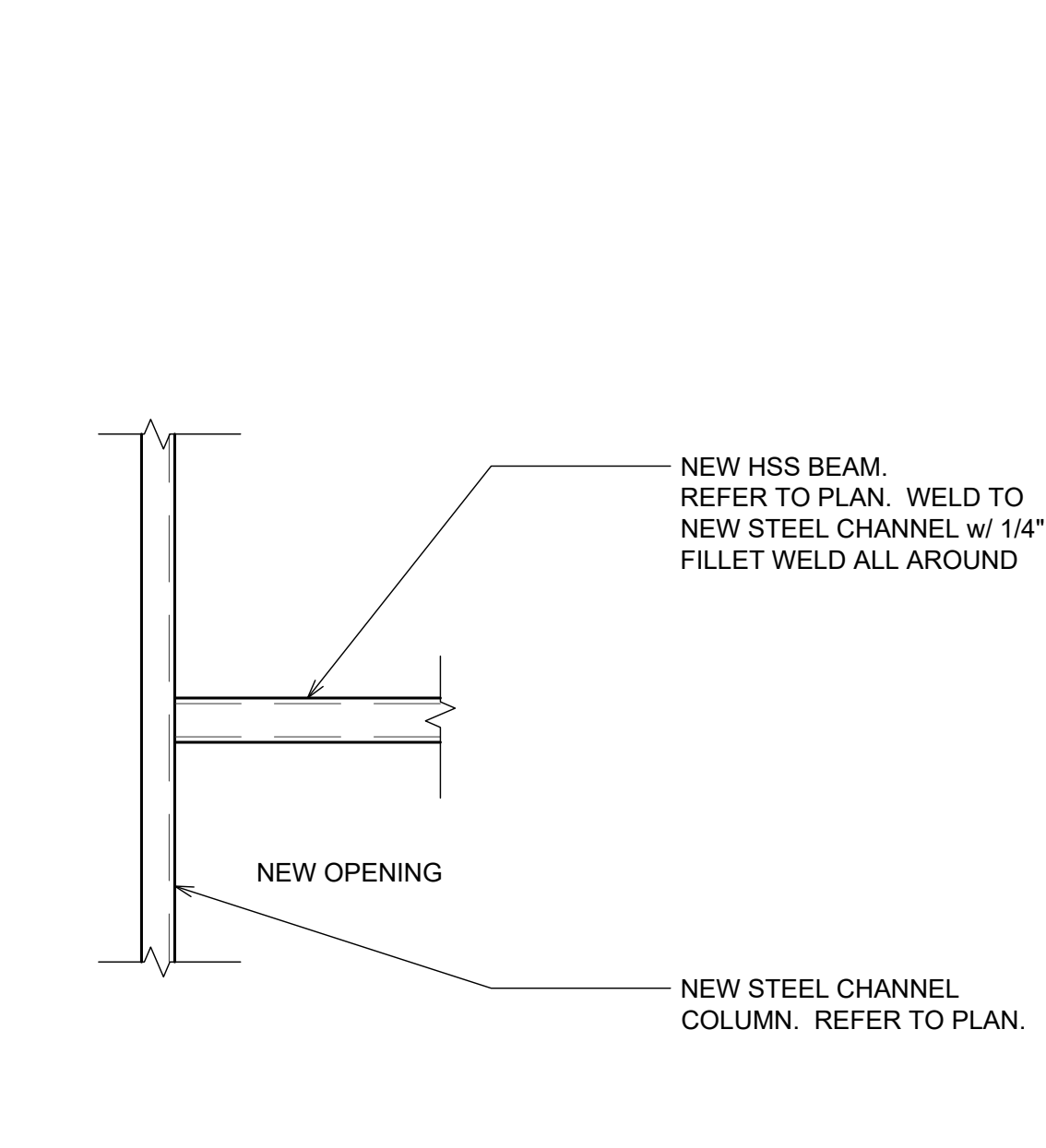


NOTES:

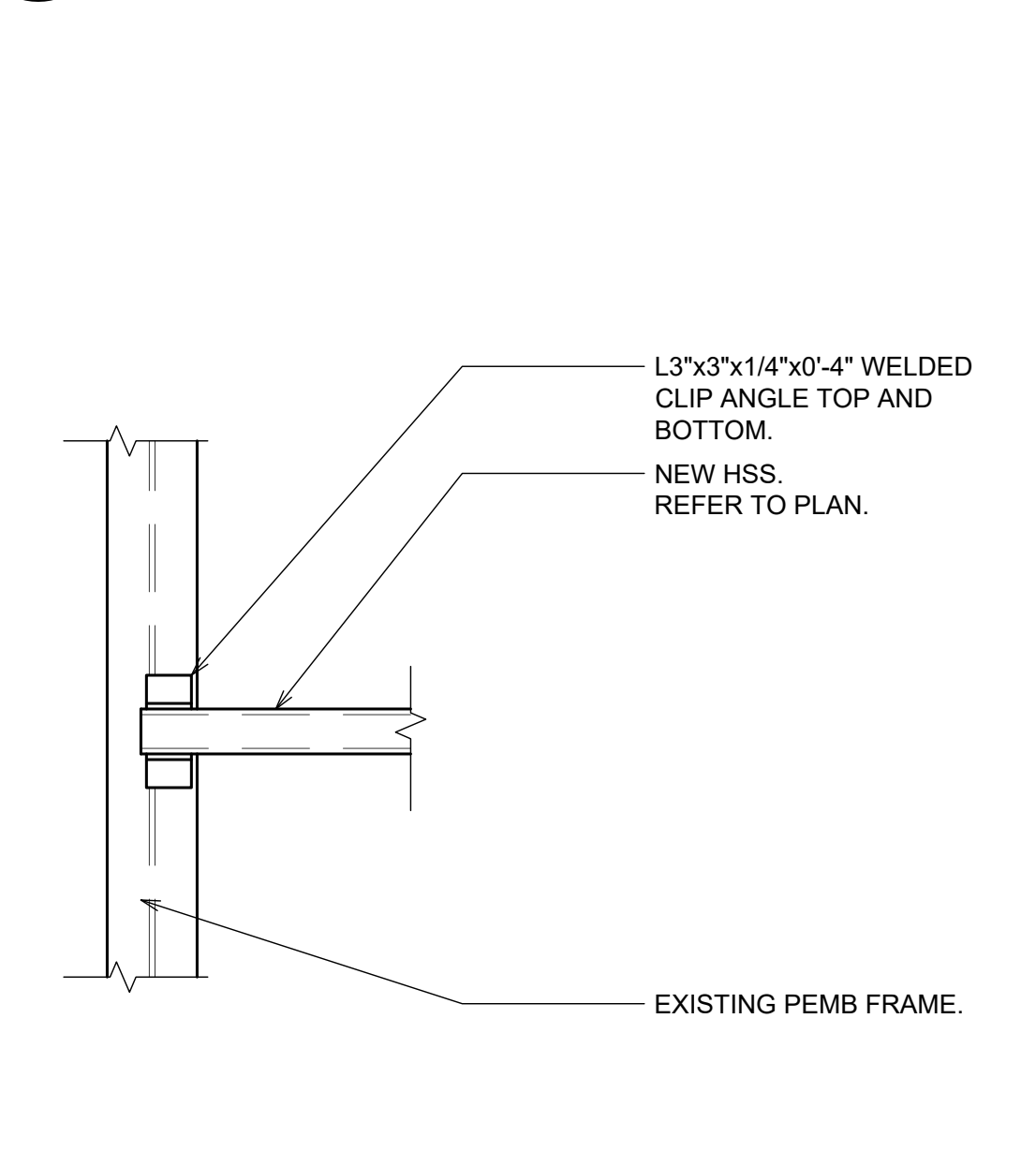
- CONTRACTOR TO FIELD-VERIFY AND NOTIFY ARCHITECT/WSE OF ANY DISCREPANCIES.
- CONTRACTOR TO COORDINATE ALL DIMENSIONS w/ EXISTING CONDITIONS AND MANUFACTURER REQUIREMENTS.
- EXISTING PURLINS NOT SHOWN FOR CLARITY. FASTEN TO NEW STEEL FRAMING w/ L4-1/2"x1-1/2"x12 GAx0'-5" (L.L.H.) w/ (5) #12 TEK SCREWS EACH LEG.
- FASTEN EXISTING SHEATING TO NEW STEEL FRAMING w/ #12 TEK SCREWS AT 4" O.C. MAX.
- NEW OVERHEAD DOOR AND CONNECTIONS (BY OTHERS). COORDINATE w/ ARCHITECT.



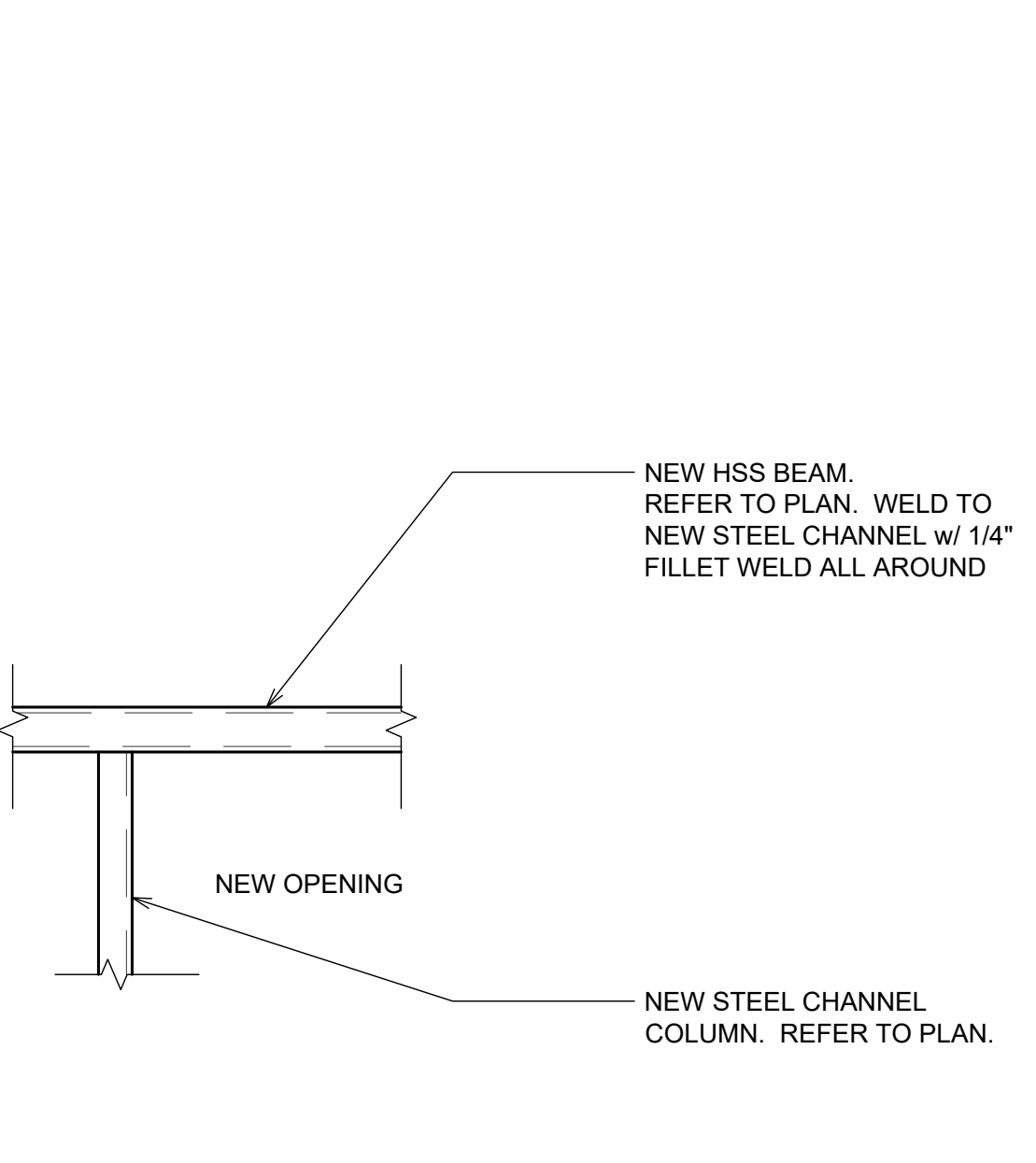
**7 SECTION**  
SCALE: 3/4" = 1'-0"



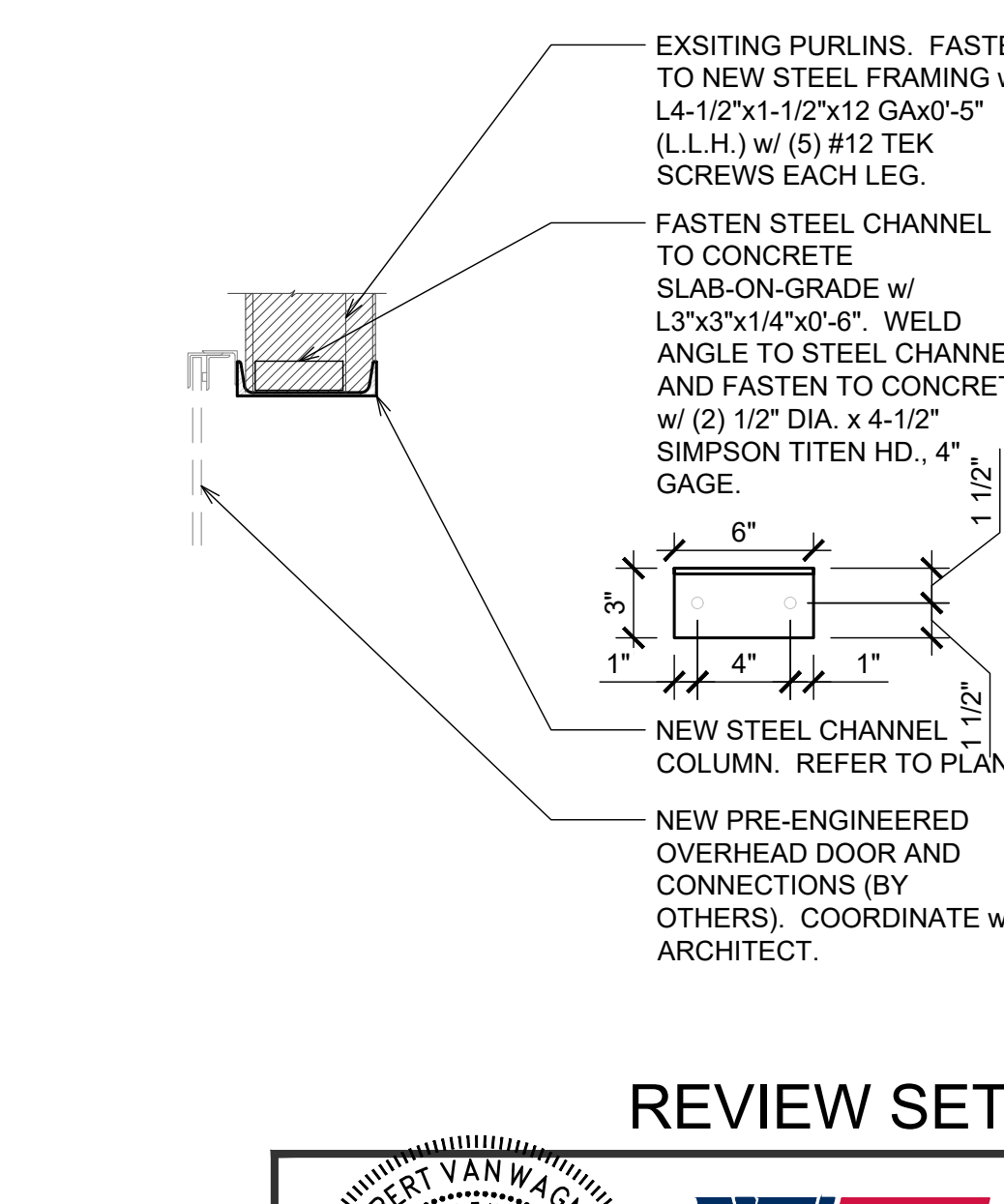
**8 SECTION**  
SCALE: 3/4" = 1'-0"



**9 SECTION**  
SCALE: 3/4" = 1'-0"



**10 SECTION**  
SCALE: 3/4" = 1'-0"



**11 SECTION**  
SCALE: 3/4" = 1'-0"

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AA26000994  
1901 Ulmerton Rd., Ste 195  
Clearwater FL, 33762  
(727)570-9506  
WWW.EMPAD.NET

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ARCHITECTURE AND DESIGN  
interior designers • planners • architects

STRUCTURAL DETAILS  
ST PETERSBURG FREE CLINIC  
SKYWAY BUSINESS CENTER  
2392 31ST S.  
ST PETERSBURG, FL 33712

REVISIONS:

REVIEW SET

ROBERT V WAGNER  
GEORGIA PE #048117

**S592**

Issue Date: 12/05/22  
Project No.: 222047

**W.W. WAGNER & ASSOCIATES, INC.**  
STRUCTURAL ENGINEERING  
No. 67329  
STATE OF FLORIDA  
PROFESSIONAL ENGINEER

**W.W. WAGNER & ASSOCIATES, INC.**  
608 CRYSTAL CLEAR LANE  
DADE COUNTY, FLORIDA 33548  
(813) 205-7376  
FL C.A. LIC. NO. 31410  
FL P.E. LIC. NO. 67329

**SKYWAY BUSINESS CENTER LEASE**

1. **BASIC TERMS:** This Section 1 contains the Basic Terms of this Lease between Landlord named below. Other Sections of the Lease referred to in this Section 1 explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

- 1.1 Date of Lease: *March 21* 2022
- 1.2. Landlord: Collectively, APHS FREDWARD HOLDING LLC, LH FREDWARD ST PETE LLC, SKYWAY TUGGLE LLC, and SKYWAY INDUSTRIAL PARK LLC, each a Delaware limited liability company.
- 1.3. Tenant: ST. PETERSBURG FREE CLINIC, INC., a Florida Not for Profit Corporation.
- 1.4. Premises, Property and Zoning: See Exhibit A attached hereto. The "Premises" contains 36,383 of rentable square feet and is more particularly described on Exhibit A attached hereto.
- 1.5. Lease Term: The initial term is a period of eighty-six (86) months (the "Term") commencing on April 1, 2022 ("Commencement Date") and ending on May 31, 2029 (the "Expiration Date"). Tenant has the option to renew the Term for up to four (4) periods of five (5) years each (see Section 2.4). If Tenant shall duly exercise any Renewal Option (as hereinafter defined), then the "Term" shall mean the initial Term and any such Renewal Term (as hereinafter defined) exercised by Tenant hereunder.
- 1.6. Permitted Uses: (See Section 4) Subject to the terms of this Lease and Tenant's compliance with all applicable governmental laws, rules and regulations, the Premises may be used as general and administrative offices and for warehouse and distribution purposes (including cold storage). The Premises may not be used for any other use or purpose.
- 1.7. Tenant's Guarantor: N/A
- 1.8. Brokers: (See Section 23)
  - (A) Tenant's Broker: Siteworks Commercial Real Estate
  - (B) Landlord's Broker: Cornerstone Commercial Realty
- 1.9. Security/Damage Deposit: (See Section 4) \$19,707.46
- 1.10. Vehicle Parking Ratio Allocated Tenant: 36 Spaces (See Section 4)
- 1.11. Base Rent Payable by Tenant Is:

PERIOD (FROM /TO)	MONTHLY BASE RENT
4/1/22 – 5/31/22:	\$0
6/1/22 – 5/31/23:	\$19,707.46 plus Additional Rent and sales tax
6/1/23 – 5/31/24:	\$20,298.68 plus Additional Rent and sales tax
6/1/24 – 5/31/25:	\$20,907.64 plus Additional Rent and sales tax
6/1/25 – 5/31/26:	\$21,534.87 plus Additional Rent and sales tax
6/1/26 – 5/31/27:	\$22,180.92 plus Additional Rent and sales tax

TENANT  Landlord 

6/1/27 – 5/31/28: \$22,846.35 plus Additional Rent and sales tax

6/1/28 – 5/31/29: \$23,531.74 plus Additional Rent and sales tax

At Lease execution Tenant will deliver to Landlord the following: (i) security deposit in the amount of \$19,707.46; plus (ii) first Month's rent equal to \$24,861.72.

Notwithstanding the foregoing, Tenant represents and warrants that Tenant is a not-for-profit corporation and is therefore exempt from paying sales tax under applicable law. Provided that, and for so long as, Tenant shall in fact be exempt from paying sales tax under applicable law, Tenant shall not be required to pay to Landlord sales tax on the Base Rent and Additional Rent payable hereunder. Within fifteen (15) days following receipt of a written request from Landlord from time to time, Tenant shall deliver to Landlord reasonably satisfactory documentation evidencing that Tenant continues to be exempt from paying sales tax under applicable law.

1.12. Initial Estimated Additional Rent Payable by Tenant: (See Section 3) \$5,154.26 per month

1.13. Tenant's Proportionate Share: 18.62%

1.14. Riders/Exhibits to Lease: The following riders and/or exhibits are attached to and made a part of this Lease:

- (A) Premises, Property, and Zoning
- (B) Tenant's Work
- (C) Rules and Regulations Rider
- (D) Tenant Operations Inquiry

2. LEASE OF PREMISES; RENT; RENEWAL OPTIONS

2.1. Lease of Premises for Lease Term: Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease.

2.2. Types of Rental Payments: Tenant shall pay rents of (a) net base rent payable in monthly installments as set forth in Section 1.11 hereof, in advance, on the first day of each and every calendar month during the Term of this Lease (the "Base Rent"); and (b) Tenant's Proportionate Share of Operating Expenses (defined below) and any other amounts owed by Tenant hereunder (collectively, "Additional Rent"); and (c) in the event any monthly installment of Base Rent or Additional Rent, or both, is not paid within 10 days of the date when due, a late charge in an amount equal to 5% of the then-delinquent installment of Base Rent and/or Additional Rent (the "Late Charge"; the Late Charge, Base Rent and Additional Rent shall collectively be referred to as "Rent"). Rent payments shall be made payable to WH Skyway Management LLC and sent to WH Skyway Management LLC, c/o Kennedy Investments, Inc., 2901 W. Busch Boulevard, Suite 901, Tampa, Florida 33618 (or such other entity designated as Landlord's management agent, if any, and if Landlord so appoints such a management agent, the "Agent"), or pursuant to such other directions as Landlord shall designate to Tenant in writing from time to time.

2.3. Covenants Concerning Rental Payments: Tenant shall pay all Rent promptly when due, without notice or demand, and without any abatement, deduction or setoff, except as may otherwise be expressly and specifically provided in this Lease. All such payments shall be payable only in the lawful currency of the United States of America, and for the purpose of determining the timeliness thereof, must be received in full at the address stated in Section 2.2, by the due date (i.e., the first day of each month) stipulated therein. No payment by Tenant, or receipt or acceptance by Agent or Landlord, of a lesser amount than the correct Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Agent or Landlord may accept such payment without prejudice to its right to recover the balance due or to pursue any other

TENANT  Landlord 

remedy available to Landlord. If the Commencement Date occurs on a day other than the first day of a calendar month, the Rent due for the first calendar month of the Term shall be prorated on a per diem basis, and paid to Landlord on the Commencement Date, and the Term will be extended to terminate on the last day of the calendar month in which the Expiration Date stated in Section 1.5 occurs. Base Rent payments for months during which more than one Base Rent rate apply pursuant to Section 1.11 hereof shall be prorated based on the number of days allocable to each such applicable Base Rent rate during such month pursuant to Section 1.11.

#### 2.4 Renewal Options:

(a) Subject to the terms and conditions of this Section 2.4, Landlord hereby grants to Tenant four (4) successive options (each, a "Renewal Option") to renew the Term for consecutive periods of five (5) years each (each, a "Renewal Term"). Tenant shall exercise any Renewal Option by delivering written notice thereof to Landlord (each, a "Renewal Notice") no less than nine (9) months and no more than eighteen (18) months prior to the commencement date of the applicable Renewal Term, time being of the essence with respect thereto. Notwithstanding the foregoing, Tenant's right to exercise any Renewal Option shall be conditioned upon Tenant's having timely delivered the applicable Renewal Notice to Landlord and upon the satisfaction of each of the following conditions both on the date Tenant delivers the applicable Renewal Notice to Landlord and upon the commencement date of the applicable Renewal Term: (i) this Lease shall be in full force and effect and Tenant shall not be in default under this Lease beyond applicable notice and cure periods provided for herein, and (ii) the original Tenant named herein, or a Permitted Transferee (as hereinafter defined), shall be the Tenant under this Lease and shall be in occupancy of the entire Premises. All of the same terms and conditions of this Lease shall apply during each Renewal Term except that (I) the Base Rent payable for the first two (2) Renewal Terms shall continue to increase at the rate of three percent (3%) per annum (above the Base Rent payable by Tenant during the prior twelve (12) month period) on each anniversary of the Commencement Date; (II) the Base Rent payable during the first (1<sup>st</sup>) year of the third (3<sup>rd</sup>) Renewal Term shall equal the greater of (a) the Fair Market Rent (as hereinafter defined) for the Premises for such year which shall be determined as hereinafter provided, and (b) three percent (3%) per annum above the Base Rent payable by Tenant during the final twelve (12) month period of the second (2<sup>nd</sup>) Renewal Term (the "3<sup>rd</sup> Renewal Term Initial Base Rent"), and the Base Rent payable during each subsequent year of the third (3<sup>rd</sup>) Renewal Term shall increase by three percent (3%) per annum above the Base Rent payable by Tenant during the prior twelve (12) month period; (III) the Base Rent payable during the first (1<sup>st</sup>) year of the fourth (4<sup>th</sup>) Renewal Term shall equal the greater of (a) the Fair Market Rent for the Premises for such year which shall be determined as hereinafter provided, and (b) three percent (3%) per annum above the Base Rent payable by Tenant during the final twelve (12) month period of the third (3<sup>rd</sup>) Renewal Term (the "4<sup>th</sup> Renewal Term Initial Base Rent"), and the Base Rent payable during each subsequent year of the fourth (4<sup>th</sup>) Renewal Term shall increase by three percent (3%) per annum above the Base Rent payable by Tenant during the prior twelve (12) month period; and (IV) there shall be no tenant improvement allowance, rent-free period, or payment of any commission or real estate fees for any Renewal Term, and the Premises shall be accepted by Tenant in "AS-IS" condition at the commencement of each respective Renewal Term without Landlord being required to perform any work (all of which shall be reflected in the determination of Fair Market Rent).

(b) The term, "Fair Market Rent", as used herein shall mean the annual base rent that a willing tenant would pay, and a willing landlord would accept, to lease space comparable to the Premises in an arms-length transaction in the Pertinent Market (as hereinafter defined). The determination of the Fair Market Rent shall take into account all relevant factors. The term "Pertinent Market" means, collectively, the Property (as described on Exhibit A attached hereto) and other comparable properties in Pinellas County.

(c) Within thirty (30) days after Landlord's receipt of the applicable Renewal Notice, Landlord shall deliver written notice to Tenant ("Landlord's Fair Market Rent Notice") advising Tenant of Landlord's determination of the Fair Market Rent for the Premises to be used for the 3<sup>rd</sup> Renewal Term Initial Base Rent or the 4<sup>th</sup> Renewal Term Initial Base Rent, as applicable ("Landlord's Fair Market Rent Determination"). Within fifteen (15) days following Tenant's receipt of Landlord's Fair Market Rent Notice, Tenant shall either (i) deliver written notice to Landlord notifying Landlord of its agreement with Landlord's Fair Market Rent Determination (the "Agreement Notice"), whereupon the Landlord's Fair Market Rent Determination shall be

TENANT  Landlord 

established as the 3<sup>rd</sup> Renewal Term Initial Base Rent or the 4<sup>th</sup> Renewal Term Initial Base Rent, as applicable, or (ii) deliver written notice to Landlord of Tenant's good faith disagreement with Landlord's Fair Market Rent Determination (the "Disagreement Notice"). If Tenant fails to deliver to Tenant either an Agreement Notice or a Disagreement Notice within such fifteen (15) day period, Tenant shall be deemed to have accepted Landlord's Fair Market Rent Determination and the same shall be established as the 3<sup>rd</sup> Renewal Term Initial Base Rent or the 4<sup>th</sup> Renewal Term Initial Base Rent, as applicable

(d) If Tenant timely delivers a Disagreement Notice to Landlord, Landlord and Tenant shall negotiate in good faith for a period of thirty (30) days to agree in writing upon the Fair Market Rent for the Premises to be used for the 3<sup>rd</sup> Renewal Term Initial Base Rent or the 4<sup>th</sup> Renewal Term Initial Base Rent, as applicable (the "Negotiation Period"). If at the end of the Negotiation Period the parties fail to reach an agreement upon the Fair Market Rent then, within fifteen (15) days following the expiration of the Negotiation Period, Landlord and Tenant shall each give written notice to the other party setting forth the name and address of an Agent (as hereinafter defined) appointed by such party for purposes of determining the Fair Market Rent for the applicable Renewal Term. As used herein, the term "Agent" shall mean an independent MAI appraiser who (i) has no less than ten (10) years' experience in the determination of rental values of warehouse and industrial properties in the St. Petersburg market, with working knowledge of current rental rates and leasing practices relating to properties comparable to the Property in the Pertinent Market; and (ii) has not been employed or retained by Landlord or Tenant or any of their affiliates, in the thirty-six (36) months preceding such appraiser's engagement hereunder. If either party fails to appoint an Agent within the foregoing fifteen (15) day time frame, the Fair Market Rent shall be determined by the Agent selected by the other party, which determination shall be conclusive and binding on the parties. If each party timely appoints an Agent, then within twenty (20) days following the appointment of the second Agent, each Agent shall independently make their own determination as to the Fair Market Rent for the applicable Renewal Term and shall simultaneously deliver its determination to the other Agent in writing. If the two Agents' determinations of the Fair Market Rent for the applicable Renewal Term are not the same, but the higher of such two determinations is less than one hundred five percent (105%) of the lower of such determinations, then the Fair Market Rent for the applicable Renewal Term shall be established as the average of the two determinations. If, however, the higher of such determinations is greater than the lower of such determinations by more than one hundred five percent (105%), then the two Agents shall mutually select a third Agent (the "Third Agent") within ten (10) days. If the Agents fail to agree upon such Third Agent within such ten (10) day period, either party may cause a court of competent jurisdiction to select such Third Agent. Within thirty (30) days following the appointment of the Third Agent, the Third Agent shall select either the Landlord's Agent's determination or the Tenant's Agent determination of the Fair Market Rent that such Third Agent believes most closely reflects the Fair Market Rent for the Premises for the applicable Renewal Term. Such determination by the Third Agent shall be final and binding on both parties as the Fair Market Rent to be established as the Base Rent payable by Tenant for the applicable Renewal Term. Each party shall pay any and all fees and expenses incurred in connection with such party's Agent and the fees and expenses for the Third Agent will be borne by the unsuccessful party.

(e) If for any reason the Fair Market Rent has not been determined by the commencement of the applicable Renewal Term, Tenant shall continue to pay Base Rent in the same amount that was due in the month immediately preceding the applicable Renewal Term and within thirty (30) days after the Fair Market Rent is established in accordance with the terms hereof, Tenant shall pay to Landlord the amount of any underpayment of Base Rent theretofore paid by Tenant to Landlord during such Renewal Term.

(f) If Tenant duly exercises the Renewal Option for the third (3<sup>rd</sup>) Renewal Term or the fourth (4<sup>th</sup>) Renewal Term, as applicable then, following the determination of the Fair Market Rent for the applicable Renewal Term, Landlord and Tenant shall promptly enter into an amendment of the Lease in a form reasonably acceptable to both parties (the "Renewal Amendment") to reflect the Base Rent payable by Tenant for the applicable Renewal Term; provided, however, that the failure of either party to do so shall not affect or impair the effectiveness of the Lease or the renewal of the Term for the applicable Renewal Term.

### 3. OPERATING EXPENSES

TENANT  Landlord 

3.1. Definitional Terms Relating to Additional Rent: For purposes of this Section and other relevant provisions of the Lease:

3.1.1. Operating Expenses: The term "Operating Expenses" shall mean all costs and expenses paid or incurred with respect to the ownership, repair, replacement, restoration, maintenance and operation of the Property, including, without limitation, the following: (i) all costs, wages and benefits of employees or other agents of Landlord or Agent engaged in the operation, maintenance or rendition of other services to or for the Property (prorated to the extent such services are also provided to any other property owned by Landlord or Landlord's affiliates); (ii) all charges for utilities and services furnished to the Common Areas (as hereinafter defined), together with any taxes on such utilities; (iii) all premiums for casualty, workers' compensation, liability, boiler, flood and all other types of insurance provided by Landlord and relating to the Property (prorated to the extent applicable to any other property owned by Landlord or Landlord's affiliates); (iv) the cost of all supplies, tools, materials and equipment utilized in the ownership and operation of the Property, and sales and other taxes thereon (prorated to the extent applicable to any other property owned by Landlord or Landlord's affiliates); (v) amounts charged by any or all of contractors, materialmen and suppliers for services, materials and supplies furnished in connection with any or all of the operation, repair and maintenance of any part of the Property; (vi) management fees to Agent or other persons or management entities actually involved in the management and operation of the Property (which persons or management entities may be affiliates of Landlord), not to exceed four percent (4%) of the gross revenue of the Property; (vii) any capital improvements made by, or on behalf of, Landlord to the Property that are either or both (a) designed to reduce Operating Expenses and (b) required to keep the Property in compliance with all governmental laws, rules and regulations (enacted from and after the date of this Lease) applicable thereto, from time to time, provided that all such expenses shall be amortized on a straight-line basis, together with interest thereon at a rate of eight percent (8%) per annum, over the anticipated useful life of such capital improvements, using generally accepted accounting principles; (viii) all reasonable professional fees incurred in connection with the operation, management and maintenance of the Property; and (ix) Taxes, as hereinafter defined.

3.1.2. Taxes: The term "Taxes," as referred to in Section 3.1.1 (ix) above shall mean (i) all governmental taxes, assessments, fees and charges of every kind or nature (other than Landlord's income taxes), whether general, special, ordinary or extraordinary, due at any time or from time to time, during the Term and any extensions thereof, in connection with the ownership, leasing, or operation of the Property, or of the personal property and equipment located therein or used in connection therewith; and (ii) any reasonable expenses incurred by Landlord in contesting such taxes or assessments and/or the assessed value of the Property. For purposes hereof, Taxes for any year shall be Taxes that are due for payment or paid in that year rather than Taxes that are assessed, become a lien, or accrue during such year.

3.1.3. Operating Year: The term "Operating Year" shall mean the calendar year commencing January 1st of each year (including the calendar year within which the Commencement Date occurs) during the Term.

3.1.4. Exclusions from Operating Expenses: Notwithstanding the foregoing, "Operating Expenses" shall exclude or have deducted from them, as the case may be and shall be appropriate:

1. Commissions payable to any real-estate broker for the marketing and leasing of space;
2. Costs to cure defects or legal non-compliance (provided that the same was non-compliant with applicable laws at the time such work was performed, it being understood that if the work was legally compliant when performed and subsequently becomes non-compliant due to any laws enacted from and after the date of this Lease, the same shall be included in Operating Expenses) in the workmanship or materials relating to work to be performed by Landlord;
3. Costs for any work performed by Landlord for any other tenant or to repair, renovate, or prepare any space available for leasing;

TENANT  Landlord 

4. Interest and penalties for overdue payment of Taxes to the extent Landlord has timely received Tenant's contribution toward such Taxes as required by this Lease;
5. Costs to Landlord for repairs made as a result of a casualty or condemnation to the extent that the Landlord receives casualty and condemnation proceeds from a third party, as well as any other work for which Landlord is reimbursed by any third party (other than reimbursement from other tenants of the Property as contribution towards their proportionate share of Taxes and Operating Expenses);
6. Attorney's fees, costs and other expenses incurred by Landlord in connection with the enforcement of the obligations of any other tenant or negotiation of disputes with existing or prospective tenants, as well as the negotiation of leases and amendments thereto with tenants;
7. Costs of tenant improvements performed by Landlord for other tenants;
8. Costs incurred by Landlord due to the violation by Landlord of any of the terms and conditions of the Lease or any other lease;
9. Interest or other costs associated with Landlord's financing of the property or any portion thereof, as well as any ground lease rents and related expenses;
10. Executive's salaries above the grade of property manager; and
11. Reserves.

3.2. Payment of Operating Expenses: Tenant shall pay as Additional Rent and in accordance with the requirements of Section 3.3, its Proportionate Share of the Operating Expenses as set forth in Section 3.3. The Additional Rent commences to accrue upon the Commencement Date. The Tenant's Proportionate Share of Operating Expenses payable hereunder for the Operating Years in which the Term begins and ends shall be prorated to correspond to that portion of said Operating Years occurring within the Term. Tenant's Proportionate Share of Operating Expenses and any other sums due and payable under this Lease shall be adjusted upon receipt of the actual bills therefore and the obligations of this Section 3 shall survive the termination or expiration of the Lease.

3.3. Payment of Additional Rent: Landlord shall have the right to reasonably estimate the Operating Expenses for each Operating Year. Upon Landlord's or Agent's notice to Tenant of such estimated amount, Tenant shall pay, on the first day of each month during that Operating Year, an amount (the "Estimated Additional Rent") equal to the estimate of the Tenant's Proportionate Share of Operating Expenses divided by 12 (or the fractional portion of the Operating Year remaining at the time Landlord delivers its notice of estimated Operating Expenses due from Tenant for that Operating Year). After the end of each Operating Year, Landlord shall deliver a written statement to Tenant detailing the actual Operating Expenses incurred during the preceding Operating Year ("Landlord's Statement"). Landlord shall endeavor to deliver the Statement to Tenant within one hundred twenty (120) days following the expiration of the preceding calendar year; provided, however, that Landlord's failure to deliver a Statement to Tenant by the foregoing date or any other date shall not prejudice Landlord's right to thereafter render a Statement with respect to the Operating Year in question nor shall the rendering of any Statement prejudice Landlord's right to thereafter render a revised Statement for the Operating Year in question at any time. If the aggregate amount of Estimated Additional Rent actually paid by Tenant during any Operating Year is less than Tenant's actual ultimate liability for Operating Expenses for that particular Operating Year, Tenant shall pay the deficiency within thirty (30) days of receipt of Landlord's written demand therefore. If the aggregate amount of Estimated Additional Rent actually paid by Tenant during a given Operating Year exceeds Tenant's actual liability for such Operating Year, the excess shall be credited against the Estimated Additional Rent next due from Tenant during the immediately subsequent Operating Year, except that in the event that such excess is paid by Tenant during the final lease Year, then upon the expiration of the Term, Landlord or Agent shall pay Tenant the then-applicable excess within thirty (30) days after determination thereof. No interest shall be payable to Tenant on account of such payments of Estimated Additional Rent and such payments may be commingled.

TENANT  Landlord  <sup>DS</sup>



3.4. Tenant's Audit Rights: After reasonable advance notice to Landlord, Tenant shall have the right to review and audit the books and records of Landlord relating to Additional Rent during normal business hours. Such audit shall take place, at Landlord's election, either in a location designated by Landlord in Pinellas or Hillsborough County or Landlord may, at Tenant's expense, deliver to Tenant copies (electronic and/or hard copies) of the pertinent records for Tenant to conduct its audit. The audit must be requested by Tenant in writing (the "Audit Notice") within one hundred eighty (180) days of receipt of the Landlord's Statement and shall only be applicable to the prior Operating Year. Except as specifically provided below, the audit will be conducted at Tenant's expense, and shall be conducted by a certified public accountant or by qualified personnel from Tenant's accounting department and the books and records reviewed and the results of any such audit, shall be kept confidential by Tenant. Notwithstanding the foregoing, in no event may Tenant engage any person or firm in connection with any such audit who is to be compensated, in whole or in part, on a contingency fee basis or whose compensation shall otherwise in any way correspond to the financial impact on Tenant resulting from such audit. Within thirty (30) days after the books and records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an "Objection Notice") stating in reasonable detail any objection to Landlord's Statement for the Operating Year in question. If Tenant fails to give Landlord an Objection Notice within the foregoing thirty (30) day period or fails to provide Landlord with an Audit Notice within the one hundred eighty (180) day period described above, time being of the essence with respect thereto, Tenant shall be deemed to have conclusively approved Landlord's Statement for the Operating Year in question and shall be barred from disputing the accuracy of such Statement. If Tenant timely delivers an Objection Notice to Landlord and the audit reveals that the Additional Rent charged to Tenant for the applicable Operating Year exceeds or was less than Tenant's actual Proportionate Share of the actual Additional Rent, and such variance is confirmed by an accountant mutually selected by Landlord and Tenant, then Landlord will promptly reimburse Tenant for any such overcharge or Tenant will pay any such undercharge promptly after such final determination. In the event of a confirmed overcharge of Additional Rent in excess of five percent (5%), Landlord also shall reimburse Tenant for the actual out-of-pocket costs incurred by Tenant to perform such audit, but not in excess of an amount equal to 100% of the overcharge.

#### 4. USE OF PREMISES AND COMMON AREAS; SECURITY/DAMAGE DEPOSIT

4.1. Use of Premises and Property: The Premises shall be used by the Tenant for the purpose(s) set forth in Section 1.6 above and for no other purpose whatsoever, subject to such reasonable rules and regulations as Landlord may establish from time to time with respect to the Property, including, without limitation, the rules and regulations set forth on Exhibit C attached hereto. Subject to applicable laws, Tenant shall have unrestricted access to the Premises on a seven (7) day, twenty-four (24) hour per day basis. Tenant shall not, at any time, use or occupy, or suffer or permit anyone to use or occupy, the Premises, or do or permit anything to be done in the Premises or the Property, in any manner that may (a) violate any Certificate of Occupancy for the Premises or the Property; (b) cause, or be liable to cause, injury to, or in any way impair the proper utilization of, all or any portion of the Property (including, but not limited to, the structural elements of the Property) or any equipment, facilities or systems therein; (c) constitute a violation of the laws and requirements of any public authority or the requirements of insurance bodies or the rules and regulations of the Property, including any covenant, condition or restriction affecting the Property; (d) exceed the load bearing capacity of the floor of the Premises; (e) impair the appearance or reputation of the Property; or (f) unreasonably annoy, inconvenience or disrupt the operations or tenancies of other tenants or users of the Property.

4.2. Use of Common Areas: As used herein, "Common Areas" shall mean all areas within the Property that are available for the common use of tenants of the Property and that are not leased or held for the exclusive use of Tenant or other tenants or licensees, including, but not limited to, parking areas, driveways, sidewalks, loading areas, access roads, corridors, landscaping and planted areas. Tenant shall have the nonexclusive right to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may uniformly establish from time to time. Tenant shall not interfere with the rights of any or all of Landlord, other tenants or licensees, or any other person entitled to use the Common Areas. Landlord, from time to time, may change any or all of the size, location, nature and use of any of the Common Areas although such changes may result in inconvenience to Tenant, so long as such changes do not materially

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and adversely affect Tenant's use of the Premises, access to the Premises and access to the loading docks and doors of the Premises. In addition to the foregoing, Landlord may, at any time, upon reasonable prior notice to Tenant, temporarily close or suspend access to any Common Areas to perform any acts in the Common Areas as, in Landlord's reasonable judgment, are desirable to improve or maintain either or both of the Premises and the Property, or are required in order to satisfy Landlord's obligations under either or both of Sections 13.2 and 18; provided, however, that Landlord shall use reasonable efforts not to materially disrupt Tenant's use and operation of the Premises, or access thereto, in connection therewith, it being acknowledged and agreed to by Tenant, however, that in no event shall Landlord be required to employ overtime or premium pay labor.

4.3. Signage: Tenant, as Tenant's sole expense, shall be permitted to place: (i) a sign on the pylon sign for the Property in a location thereon to be designated by Landlord; and (ii) directional signage at the Exclusive Loading Docks (as defined in Section 4.6) to direct deliveries, all of the foregoing subject to reasonable Landlord standards as to size and design, and subject to compliance with all applicable laws, codes and permitting requirements. Except as set forth above, Tenant shall not affix any other sign of any size or character outside of the Premises. Additionally, Tenant may not affix any sign of any size of any character within the Premises if the same shall be visible from outside of the Premises, without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall remove all signs of Tenant upon the expiration or earlier termination of this Lease and immediately repair any damage to either or both of the Property and the Premises caused by, or resulting from, such removal, which obligation shall survive the expiration or sooner termination of this Lease.

4.4. Security/Damage Deposit: Simultaneously with the execution and delivery of this Lease, Tenant shall deposit with Landlord or Agent the sum set forth in Section 1.9 above, in cash (the "Security"), representing security for the performance by Tenant of the covenants and obligations hereunder. The Security shall be held by Landlord or Agent, without interest, in favor of Tenant; provided, however, that no trust relationship shall be deemed created thereby and the Security may be commingled with other assets of Landlord. If Tenant defaults in the performance of any of its covenants hereunder beyond all applicable notice and cure periods, Landlord or Agent may, with notice to Tenant, apply all or any part of the Security, to the extent required for the payment of any Rent or other sums due from Tenant hereunder, in addition to any other remedies available to Landlord. In the event the Security is so applied, Tenant shall, within five (5) days of receipt of Landlord's written demand, deposit with Landlord or Agent a sum equal to the amount so used. The Security (or any balance thereof not applied by Landlord as authorized by this section) shall be returned to Tenant within 30 days after the last to occur of (i) the date the Term expires or terminates or (ii) delivery to Landlord of possession of the Premises. Landlord shall deliver the Security to any purchaser of Landlord's interest in the Premises [or any Successor Landlord (defined below), if applicable], and thereupon Landlord and Agent shall be discharged from any further liability with respect to the Security.

4.5. Parking: Tenant and Tenant's employees, agents and invitees (hereinafter referred to as "Tenant's Affiliates") shall be entitled to utilize only the amount of parking spaces as is consistent with the size of the Premises and the overall ratio of parking spaces to leasable space provided in the Property. Neither Tenant nor Tenant's Affiliates shall with their vehicles block parking areas or hinder normal traffic flow within the Property. Subject to the notice and cure provisions of Section 21, a violation of this paragraph by Tenant or Tenant's Affiliates shall be a default under this Lease. The Landlord reserves the right to control the method, manner and time of, however, Landlord shall not be responsible for policing, such parking.

4.6 Exclusive Loading Docks: At all times during the Lease Term, Tenant shall have exclusive access and use of the two loading docks designated on Exhibit A (the "**Exclusive Loading Docks**"), notwithstanding the location of same within the Common Areas.

## 5. CONDITION AND DELIVERY OF PREMISES

5.1. Condition of Premises: Tenant agrees that Tenant is familiar with the condition of both the Premises and the Property, and, Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis, subject only to Landlord's maintenance and repair obligations expressly set forth in this Lease. Tenant has been advised and acknowledges that Landlord has no knowledge as to the

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condition of the HVAC system serving the Premises. Furthermore, Landlord shall not be responsible to maintain, repair, or replace the HVAC system. In the event that Tenant desires to utilize the such HVAC system, Tenant shall do so at its own risk and expense. Tenant acknowledges that neither Landlord nor Agent nor any representative of Landlord has made any representation as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing. Neither Landlord nor Agent shall be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease, except as expressly set forth in Sections 13.2 and 18 hereof. Landlord agrees to make reasonable efforts to enforce, or cause Agent to enforce, upon Tenant's request, all manufacturer's or contractor's warranties, if any, in Landlord's possession.

5.2. Delay in Commencement: Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Premises to Tenant on the Commencement Date. The obligations of Tenant under the Lease shall not be affected thereby, except that the Commencement Date shall be delayed until Landlord delivers possession of the Premises to Tenant, and the Lease Term shall be extended by a period equal to the number of days of delay in delivery of possession of the Premises to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month.

6. SUBORDINATION; NOTICES TO SUPERIOR LESSORS AND MORTGAGEES; ATTORNMENT

6.1. Subordination: Provided that Tenant is provided with a reasonable and customary subordination, nondisturbance and attornment agreement duly executed by the holder of any mortgage or deed of trust or the Landlord pursuant to any ground lease, this Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting either or both of the Premises and the Property and (b) any mortgage or deed of trust that may now exist or hereafter be placed upon, and encumber, any or all of the Property; any ground leases or underlying leases for the benefit of the Property; or all or any portion of Landlord's interest or estate in any of said items. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases that benefit the Property or any such mortgage or deed of trust liens to this Lease. Tenant shall execute and deliver, within fifteen (15) days of receipt of written demand by Landlord and in the form reasonably requested by Landlord, any additional documents evidencing the priority of subordination of this Lease with respect to any such ground leases or underlying leases for the benefit of the Property or any such mortgage or deed of trust.

Concurrently with the execution of this Lease, Landlord shall cause any current holders of interests superior to this Lease to execute and deliver to Tenant a nondisturbance and attornment agreement in form reasonably acceptable to Tenant.

6.2. Estoppel Certificates: Tenant agrees, from time to time and within fifteen (15) days after receipt of written request by Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate stating such matters pertaining to this Lease as may be reasonably requested by Landlord. Failure by Tenant to timely execute and deliver such certificate shall constitute an acceptance of the Premises and acknowledgment by Tenant that the statements included therein are true and correct without exception. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Property or of any interest therein or any other Landlord designee.

6.3. Transfer for Landlord: In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability arising after such sale or conveyance for any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to Landlord's successor in interest with respect thereto and agrees to attorn to such successor, provided such successor agrees to assume Landlord's obligations hereunder, including, without limitation, the Security.

7. QUIET ENJOYMENT: Landlord represents that it is the fee simple owner of the Property and has full authority to lease the Premises to Tenant in accordance with the terms of this Lease.

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Subject to the provisions of this Lease, so long as Tenant pays all of the Rent and performs all of its other obligations hereunder, Tenant shall not be disturbed in its possession of the Premises by Landlord, Agent or any other person. This covenant shall be construed as a covenant running with the Property and is not a personal covenant of Landlord. Notwithstanding the foregoing, however, Tenant acknowledges and agrees that Landlord shall have the unfettered and unilateral right to use portions of the Common Areas (inclusive of the roof of the Building) for such purposes and uses as Landlord may desire; provided, however, that in all events and under all circumstances, Landlord's use of any portion of the Common Areas shall not interfere, in any material respect, with any or all of (a) Tenant's rights to occupy and use the Common Areas (in the manner and for the purposes contemplated hereunder); (b) Tenant's right to utilize the vehicular parking areas located on the Common Areas; and (c) Tenant's right of access, ingress and egress to and from the Common Areas. Landlord shall also have the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the Premises, in locations which will not materially interfere with Tenant's use thereof or access thereto, and serving other areas of the Building or the Property.

#### 8. ASSIGNMENT, SUBLETTING AND MORTGAGING

8.1. Prohibition: Tenant acknowledges that this Lease and the Rent due under this lease have been agreed to by Landlord in reliance upon Tenant's reputation and creditworthiness and upon the continued operation of the Premises by Tenant for the particular use set forth in Section 4 above; therefore, except with regard to Permitted Transferees, as defined below, Tenant shall not, whether voluntarily, or by operation of law, or otherwise: (a) assign or otherwise transfer this Lease; (b) sublet the Premises or any part thereof, or allow the same to be used or occupied by anyone other than Tenant; or (c) mortgage, pledge, encumber, or otherwise hypothecate this Lease or the Premises, or any part thereof, in any manner whatsoever, without in each instance obtaining the prior written consent of Landlord, which consent Landlord will not unreasonably withhold or delay. Any purported assignment, mortgage, transfer, pledge or sublease made without the prior written consent of Landlord, other than an assignment to a Permitted Transferee, shall be absolutely null and void. No assignment of this Lease shall be effective and valid unless and until the assignee executes and delivers to Landlord any and all documentation reasonably required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder. Any consent by Landlord to a particular assignment, sublease or mortgage shall not constitute consent or approval of any subsequent assignment, sublease or mortgage, and Landlord's written approval shall be required in all such instances.

No consent by Landlord to any assignment or sublease, and any such assignment or sublease, shall be deemed to release Tenant from its obligations hereunder and Tenant shall remain fully liable for performance of all obligations under this Lease.

8.2. Rights of Landlord: If this Lease is assigned, or if the Premises (or any part thereof) are sublet or used or occupied by anyone other than Tenant, whether or not in violation of this Lease, Landlord or Agent may (without prejudice to, or waiver of its rights), collect Rent from the assignee, subtenant or occupant. Landlord or Agent may apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this Section 8. With respect to the allocable portion of the Premises sublet, in the event that the total rent and any other considerations received under any sublease by Tenant is greater than the total Rent required to be paid, from time to time, under this Lease, Tenant shall pay to Landlord fifty percent (50%) of such excess (net of any commissions, legal expenses and any other costs incurred by Tenant with regard thereto) as received from any subtenant and such amount shall be deemed a component of the Additional Rent.

8.3. Permitted Transfers: The provisions of Section 8.1(a) shall apply to a transfer of a majority of the voting stock of Tenant or to any other change in voting control of Tenant (if Tenant is a corporation), or to a transfer of a majority (i.e. greater than 50% interest) of the general partnership or membership interests in Tenant (if Tenant is a partnership or a limited liability company) or managerial control of Tenant (if Tenant is a partnership), or to any comparable transaction involving any other form of business entity, whether effectuated in one or more transactions, as if such transfer were an assignment of this Lease; but said 8.1(a) shall not apply to such a transfer, provided, in any of such events, the successor to Tenant (or any party remaining liable for the obligations of Tenant hereunder) (i) has a net worth at least equal to the net worth of

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Tenant as of the Commencement Date or (ii) is capable of satisfying Tenant's obligations hereunder, in Landlord's reasonable judgment (any of the foregoing, a "Permitted Transferee"). Any such permitted transferee shall execute and deliver to Landlord any and all documentation reasonably required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder.

9. COMPLIANCE WITH LAWS

9.1. Compliance with Laws: Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions pertaining thereto (collectively, "laws") pertaining to either or both of the Premises and Tenant's use and occupancy thereof. If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any law or requirement of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that any such Law pertaining to the Premises has been violated, shall be conclusive of that fact as between Landlord and Tenant; provided, however, that with respect to any court judgment, if such judgment is subsequently appealed to an appellate court of competent jurisdiction, then the judgment of such appellate court of competent jurisdiction shall be conclusive.

Landlord represents that, as of the date of this Lease, to Landlord's actual knowledge Landlord has not received any notice from any governmental agency that the Building and Premises are not in compliance with all applicable laws and ordinances and all rules, orders and regulations of all governmental authorities which noncompliance remains uncorrected. For purposes hereof, the term "governmental authorities" shall be deemed to mean and include any federal, state or local governmental or quasi-governmental authority, department or tribunal having jurisdiction over the Building.

9.2. Hazardous Materials: If during the Term (or any extension thereof) any Hazardous Material (defined below) is generated, transported, stored, used, treated or disposed of at, to, from, on or in either or both of the Premises and the Property by, or as a result of any act or omission of, any or all of Tenant and any or all of Tenant's Parties (defined below): (i) Tenant shall, at its own cost, at all times comply (and cause all others to comply) with all laws (federal, state or local) relating to Hazardous Materials, including, but not limited to, all Environmental Laws (defined below), and Tenant shall further, at its own cost, obtain and maintain in full force and effect at all times all permits and other approvals required in connection therewith; (ii) Tenant shall promptly provide Landlord or Agent with complete copies of all communications, permits or agreements with, from or issued by any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, or placement of Hazardous Materials on or in the Premises or any portion of the Property, or the generation, transportation, storage, use, treatment, or disposal at, on, in or from the Premises, of any Hazardous Materials; (iii) Landlord, Agent and their respective agents and employees shall have the right to either or both (x) enter the Premises upon reasonable prior notice and (y) conduct appropriate tests for the purposes of ascertaining Tenant compliance with all applicable laws (including Environmental Laws), rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property. This Section 9.2 does not authorize the generation, transportation, storage, use, treatment or disposal of any Hazardous Materials at, to, from, on or in the Premises in contravention of this Section 9. Tenant covenants to investigate, clean up and otherwise remediate, at Tenant's sole expense, any release of Hazardous Materials caused or created by any or all of (A) Tenant and (B) any or all of Tenant's officers, directors, invitees, agents, employees, contractors or representatives ("Tenant Parties") during the Term. Such investigation and remediation shall be performed only after Tenant has obtained Landlord's prior written consent; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining such consent. All remediation shall be performed in strict compliance with Environmental Laws and to the reasonable satisfaction of Landlord. Tenant shall be liable for any and all conditions covered hereby, and for all costs relating thereto, that are caused

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or created by any or all of Tenant and any or all of Tenant's Parties. Tenant shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected to the Premises without first obtaining Landlord's written consent (which consent may withheld in Landlord's reasonable discretion) and affording Landlord the reasonable opportunity to participate in any such proceedings. As used herein, the term (x) "Environmental Laws" shall mean any and all laws pertaining to Hazardous Materials or that otherwise deal with, or relate to, air or water quality, air emissions, soil or ground conditions or other environmental matters of any kind; and (y) "Hazardous Materials" shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and whether or not air-borne) that is, which is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant that is or may be deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or that presents a risk to public health or to the environment, and which is or becomes regulated by any Environmental Law. Landlord warrants and represents that it has not violated, and covenants that it shall not violate, any Environmental Laws in the Premises or the Property and further warrants and represents that, to Landlord's actual knowledge, there are no Hazardous Materials in the Premises.

#### 10. INSURANCE

10.1. Insurance to be maintained by Landlord: Landlord shall maintain throughout the Term (a) "all-risk" property insurance covering the Property (at its full replacement cost), but excluding Tenant's Property, and (b) commercial general public liability insurance covering Landlord for claims arising out of liability for bodily injury, death, personal injury, advertising injury and property damage occurring in and about the Property and otherwise resulting from any acts and operations of Landlord, its agents and employees, and (c) rent loss insurance (collectively, "Landlord's Policies"), all of the above with limits that are required by any lender(s) of Landlord or as are otherwise reasonably determined by Landlord.

10.2. Liability Insurance: Tenant shall purchase at its own expense and keep in force during this Lease, a policy or policies of (i) commercial general liability insurance, including personal injury and property damage, in the amount of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 annual general aggregate per location, and comprehensive automobile liability insurance covering Tenant against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the Premises and Property and (ii) "all-risk" property insurance covering Tenant's Property (and damage to other property resulting from any acts or operations of Tenant). Said policies shall (a) name Landlord, Agent, and any party holding an interest to which this Lease may be subordinated as additional insureds, (b) be issued by an insurance company with a Best rating of A-X or better and otherwise reasonably acceptable to Landlord and licensed to do business in the state in which the Property is located, (c) provide that said insurance shall not be canceled or materially modified unless thirty (30) days' prior written notice shall have been given to Landlord, (d) provide coverage on an occurrence basis; (e) provide coverage for the indemnity obligations of Tenant under this Lease; (f) contain a severability of insured parties provision and a cross liability endorsement; (g) be primary, not contributing with, and not in excess of coverage that Landlord may carry; (h) include a hostile fire endorsement; and (i) otherwise be in such form as Landlord may reasonably require. Said policy or policies or, at Landlord's option, Certificate of Insurance, in a form reasonably acceptable to Landlord, evidencing said policies, shall be delivered to Landlord by Tenant upon commencement of the Lease and renewals thereof shall be delivered at least thirty (30) days prior to the expiration of said insurance. Failure to deliver such policies or certificates in accordance herewith shall constitute a default by Tenant under this Lease.

10.3. Waiver of Subrogation: To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other for (a) damages to property, (b) damages to all or any portion of either or both of the Premises and the Property, or claims arising by reason of the foregoing, to the extent such damages and claims are insured against or required to be insured against by Landlord or Tenant under this Lease. This provision is intended to waive, fully and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include,

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without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this section.

## 11. ALTERATIONS

11.1. Procedural Requirements: Tenant may, from time to time, at its expense, make alterations or improvements in and to the Premises (hereinafter collectively referred to as "Alterations"), provided that Tenant first obtains the written consent of Landlord in each instance. Landlord's consent to Alterations shall not be unreasonably withheld, provided that: (a) the Alterations are non-structural and the structural integrity of the Property shall not be affected; (b) the Alterations are to the interior of the Premises; (c) the proper functioning of the mechanical, electrical, heating, ventilating, air-conditioning ("HVAC"), sanitary and other service systems of the Property shall not be adversely affected; (d) the Alterations have no adverse effect on other leased premises in the Property; (e) Tenant shall have appropriate insurance coverage, reasonably satisfactory to Landlord, regarding the performance and installation of the Alterations; (f) the Alterations shall conform with all other requirements of this Lease; (g) Tenant shall agree that such Alterations shall, at the option of the Landlord, become the property of the Landlord upon the Expiration Date and shall be surrendered with the Premises as a part thereof, or shall be removed at Tenant's expense, provided Landlord gives written notice that it will require removal prior to installation (or, if such Alterations do not require Landlord's consent hereunder, provided Landlord gives written notice that it will require removal prior to installation); and (h) Tenant shall have provided Landlord with reasonably detailed plans (the "Plans") for such Alterations in advance of requesting Landlord's consent, which plans shall be subject to Landlord's reasonable approval. Additionally, before proceeding with any Alterations, Tenant shall (i) at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations; (ii) submit to Agent, for Landlord's written approval, working drawings, plans and specifications and all permits for the work to be done and Tenant shall not proceed with such Alterations until it has received said approval; and (iii) cause those contractors, materialmen and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (in a form reasonably acceptable to Landlord) evidencing policies of commercial general liability insurance (providing the coverages reasonably acceptable to Landlord) and workers compensation insurance. Such insurance policies shall satisfy the obligations imposed under Section 10.2(a) through (d), (f), (g), (h) and (i). After obtaining Landlord's approval to the Alterations, Tenant shall give Landlord at least five days' prior written notice of the commencement of any Alterations at the Premises, and Landlord may elect to record and post notices of non-responsibility at the Premises. Notwithstanding the foregoing, (A) Tenant may make minor Alterations (deemed to be Alterations costing \$20,000 or less), without obtaining Landlord's consent, provided that such minor Alterations meet the requirements listed in items (a)-(g) of this Section 11.1 and Tenant delivers at least ten (10) days prior written notice before commencing such minor Alterations, and further provided that Tenant's Work shall remain the property of Tenant during the Term and shall be removed by Tenant from the Premises, at Tenant's expense, prior to expiration of the Term.

11.2. Tenant's Work: Tenant, at Tenant's sole cost and expense, shall be required to perform all work necessary to prepare the Premises for Tenant's use and occupancy (the "Tenant's Work"). The Tenant's Work shall be performed in a good and workmanlike manner, in accordance with all applicable laws and in compliance with all of the applicable terms and provisions of this Lease (including, without limitation, the terms and provisions of this Article 11). Landlord hereby approves, in concept, those aspects of the Tenant's Work specified on Exhibit B attached hereto, provided, however, that the same shall be subject to Tenant's compliance with all of the applicable terms and provisions of this Lease (including, without limitation, that Tenant must obtain Landlord's approval of the plans and specifications therefor).

11.3. Performance of Alterations: Tenant shall cause the Alterations to be performed in compliance with all applicable permits, laws and requirements of public authorities, and with Landlord's reasonable rules and regulations or any other restrictions that Landlord or Agent may reasonably impose on the Alterations. Tenant shall cause the Alterations to be diligently performed in a good and workmanlike manner, using new materials and equipment at least equal in quality and class to the standards for the Property established by Landlord or Agent. Alterations shall be performed by properly licensed contractors first approved by Landlord, and Tenant's agents, contractors, workmen, mechanics, suppliers and invitees shall work in harmony, and not interfere

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with, Landlord and its agents and contractors (if any) or with any other tenants or occupants of the Property. Tenant shall obtain all necessary permits and certificates for final governmental approval of the Alterations and shall provide Landlord with "as built" plans, copies of all construction contracts, governmental permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers.

11.4. Lien Prohibition. Tenant shall pay when due all claims for labor and material furnished to the Premises in connection with the Alterations. Tenant shall not permit any mechanics or materialmen's liens to attach to the Premises or the Property. Tenant, at its expense, shall procure the satisfaction or discharge of record via payment or bond, of all such liens and encumbrances within 30 days after receipt of Landlord's written demand therefor; or, if acceptable to Landlord, in its reasonable determination, Tenant may procure (for Landlord's benefit) a bond or other protection against any such lien or encumbrance. In the event Tenant has not so performed, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to reimburse Landlord, on demand and as Additional Rent under this Lease, for all costs and expenses incurred in connection therewith, together with interest thereon at the rate set forth in Section 22.3, which expenses shall include reasonable fees of attorneys of Landlord's choosing, and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises or the Property. Tenant agrees to and shall indemnify and save Landlord free and harmless against liability, loss, damage, costs or expenses, including reasonable attorney's fees and costs of discovery and suit, on account of claims of liens of laborers or materialmen or others for Alterations performed for, or materials or supplies furnished to, Tenant or persons claiming under Tenant.

The language of this provision shall be binding upon the Landlord, its successors and assigns, and the heirs, assignees, administrators, legal representatives, executors or successors of the Tenant.

THE INTEREST OF THE LANDLORD IN THE PREMISES AND THE PROPERTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE SUBJECT TO LIENS FOR ALTERATIONS MADE BY THE TENANT OR ANY OTHER ACT OF TENANT.

A notice concerning this provision of this Lease has been, or may hereafter be, executed by Landlord and has been, or may hereafter be, recorded with the clerk of the Court of Pinellas County. This Notice reads as follows:

SPECIMEN  
NOTICE REGARDING MECHANIC LIENS

Notice is hereby given of certain provisions contained in the Leases between APHS FREDWARD HOLDING LLC, LH FREDWARD ST PETE LLC, SKYWAY TUGGLE LLC, and SKYWAY INDUSTRIAL PARK LLC, each a Delaware limited liability company, collectively as Landlord, and the Tenants of the Premises on property hereinafter described. This notice is given pursuant to 713.10, Florida Statutes, 1997. Landlord, and on behalf of its successors and assigns hereby gives notice as follows:

1. The name of the Landlord is APHS FREDWARD HOLDING LLC, LH FREDWARD ST PETE LLC, SKYWAY TUGGLE LLC, and SKYWAY INDUSTRIAL PARK LLC, each a Delaware limited liability company.

2. The legal description of the parcel of land to which this notice applies is described in Exhibit "A" attached hereto and by this reference made a part hereof.

3. MECHANIC'S LIEN: Tenant agrees that Tenant will pay or cause to be paid all costs for Alterations and other acts done by Tenant or caused to be done by Tenant on the Premises of a character which could, but for the prohibitions hereinafter contained, result in liens on Landlord's interest therein, and Tenant will keep the Premises free and clear of all mechanic's liens and other liens on account of Alterations done for Tenant or persons claiming under Tenant. Tenant agrees to and shall indemnify and save Landlord free and harmless against liability, loss, damage, costs or expenses, including attorney's fees and costs of discovery and suit, on account of claims of liens of laborers or materialmen or others for Alterations performed for, or materials or supplies furnished to, Tenant or persons claiming under Tenant.

TENANT  Landlord 

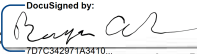


THE INTEREST OF THE LANDLORD IN THE PREMISES AND THE PROPERTY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE SUBJECT TO LIENS FOR ALTERATIONS MADE BY THE TENANT OR ANY OTHER ACT OF TENANT.


4. All leases entered into for space in the Premises on the parcel of land described in Exhibit "A" attached hereto contain the language identified in paragraph 3 above.

LANDLORD:

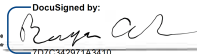
**APHS FREDWARD HOLDING LLC,**  
a Delaware limited liability company

By:   
Name: Benjamin Singfer  
Title: Authorized Signatory

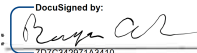
**LH FREDWARD ST PETE LLC,**  
a Delaware limited liability company

By:   
Name: Benjamin Singfer  
Title: Authorized Signatory

**SKYWAY TUGGLE LLC,**  
a Delaware limited liability company

By:   
Name: Benjamin Singfer  
Title: Authorized Signatory

**SKYWAY INDUSTRIAL PARK LLC,**  
a Delaware limited liability company

By:   
Name: Benjamin Singfer  
Title: Authorized Signatory

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

The foregoing instrument was acknowledged before me and executed on behalf of, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_. He is personally known to me.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

END OF S P E C I M E N

Tenant agrees that the Public Notice contained above, which has been, or may hereafter be, recorded in the public records of the county where the leased Premises are located, may be effectively discharged, released, and removed from said public records by Landlord alone executing and recording in the public records a notice that the leased Premises are discharged and released from the terms of this Section, as well as all other provisions of this Lease.

12. LANDLORD'S AND TENANT'S PROPERTY

TENANT  Landlord 

12.1. Landlord's Property: Subject to Section 12.2, all fixtures, machinery, equipment, improvements and appurtenances attached to, or built into, the Premises at the commencement of, or during the Term, whether or not placed there by or at the expense of Tenant, shall become and remain a part of the Premises; shall be deemed the property of Landlord (the "Landlord's Property"), without compensation or credit to Tenant; and shall not be removed by Tenant at the Expiration Date unless Landlord requests their removal in writing prior to installation. Further, any personal property in the Premises on the Commencement Date, movable or otherwise, unless installed and paid for by Tenant, shall be and shall remain the property of Landlord and shall not be removed by Tenant. In no event (other than for repair or replacement) shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels, lighting or lighting fixtures, wall or window coverings, carpets or other floor coverings, heaters, air conditioners or any other HVAC equipment, fencing or security gates, or other similar building operating equipment and decorations.

12.2. Tenant's Property: All movable non-structural partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment that are installed in the Premises by, or for the account of, Tenant without expense to Landlord and that can be removed without structural damage to the Property, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (all of the foregoing, collectively, the "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term, provided Tenant repairs or pays the cost of repairing any damage to the Premises or to the Property resulting from the installation and/or removal thereof. At or before the Expiration Date, or the date of any earlier termination, Tenant, at its expense, shall remove from the Premises all of Tenant's Property and any Alterations (except such Alterations that constitute Landlord's Property; or as Landlord shall have failed to provide written notice requiring removal, which property shall become the property of Landlord), and Tenant shall repair any damage to the Premises or the Property resulting from any installation and/or removal of Tenant's Property. Any other items of Tenant's Property that shall remain in the Premises after the Expiration Date, or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord as its property or be disposed of by Landlord, in Landlord's sole and absolute discretion and without accountability, at Tenant's expense. Notwithstanding the foregoing, if Tenant is in default under the terms of this Lease, it may remove Tenant's Property from the Premises only upon the express written direction of Landlord.

### 13. REPAIRS AND MAINTENANCE

13.1. Tenant Repairs and Maintenance: Tenant shall, at its expense, throughout the Term, (i) maintain and preserve, in good working order and repair (subject to normal and customary wear and tear and casualty), the Premises and the fixtures and appurtenances therein (including, but not limited to, the Premises' plumbing and HVAC systems, all doors, overhead or otherwise, glass and levelers located in the Premises or otherwise available in the Property for Tenant's sole use; and excluding, however, those components of the Premises for which Landlord is expressly responsible under Section 13.2 and those components of the building systems that do not serve the Premises); and (ii) maintain, in full force and effect, a preventative maintenance and service contract with a reputable service provider for maintenance of the HVAC systems of the Premises, evidence of which shall be furnished to Landlord within ten (10) days of the Commencement Date. Tenant shall also be responsible for all cost and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises and the Property and the facilities and systems thereof, if and to the extent that the need for such repairs or replacements arises directly or indirectly from (a) the performance or existence of any Alterations, (b) the installation, use or operation of Tenant's Property in the Premises, (c) the moving of Tenant's Property in or out of the Property, or (d) any act, omission, misuse, or neglect of Tenant, any of its subtenants, or others entering into the Premises by act or omission of Tenant or any subtenant. Without limiting the generality of the foregoing, Tenant, at its expense, shall promptly replace or repair all damaged or broken doors and glass and floor coverings in and about the Premises, and replace and properly dispose of all light bulbs in the Premises and repair and maintain all plumbing and electrical fixtures therein. Any repairs or replacements required to be made by Tenant to any or all of the structural components of the Property and the mechanical, electrical, sanitary, HVAC, or other systems of the Property or Premises shall be performed by appropriately licensed contractors approved by Landlord, which

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approval shall not be unreasonably withheld. All structural and building system repairs or replacements shall be subject to the supervision and control of Landlord, and all such repairs and replacements shall be made with materials of equal or better quality than the items being repaired or replaced.

13.2. Landlord Repairs: Notwithstanding anything herein to the contrary, Landlord shall maintain, repair, replace (as necessary) and restore (as necessary) the foundation, exterior and interior load-bearing walls (it being understood that costs incurred by Landlord for normal upkeep and maintenance of exterior wall facings shall be considered Operating Expenses subject to the limitations set forth in Section 3), roof structure and roof covering of the Property, and the Common Areas, so that the same shall be in good working order and condition (the "Landlord Repairs"). Landlord agrees to commence Landlord Repairs within a reasonable period of time after receiving from Tenant written notice of the need for such repairs. However, in the event that: (i) any repair, replacement or restoration is necessitated by any or all of the matters set forth in Sections 13.1 (a), (b), (c) or (d), or (ii) should it become necessary in Landlord's reasonable discretion, to undertake any repair, replacement or restoration that is solely the responsibility of the Tenant hereunder and Tenant has failed to do so within thirty (30) days of receipt of Landlord's demand therefor (or within such shorter period of time as Landlord reasonably determines in the case of a situation presenting an imminent danger of bodily injury or property damage) [(i) and (ii) collectively, "Tenant Necessitated Repairs"], then Tenant shall reimburse Landlord for all reasonable costs and expenses that Landlord incurs in performing such Tenant Necessitated Repairs, plus a ten percent (10%) construction management fee. Such reimbursement shall be paid, in full, within twenty (20) days after Landlord's delivery of demand therefor accompanied by documentation evidencing all amounts incurred.

14. UTILITIES: Tenant shall directly contract for and purchase all utility services from the utility or municipality providing such service; shall provide for scavenger, cleaning and extermination services; and shall pay for such services when payments are due. Tenant shall be solely responsible for the repair and maintenance of any meters necessary in connection with such services. Tenant's use of electrical energy in the Premises shall not, at any time, exceed the capacity of either or both of (i) any of the electrical conductors and equipment in or otherwise servicing the Premises; and (ii) the HVAC systems of either or both of the Premises and the Property. Tenant shall be responsible for the cost of collection and removal of trash from the Premises whether, Tenant purchases such services directly or Landlord arranges for same.

15. INVOLUNTARY CESSATION OF SERVICES: Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to temporarily stop service of the HVAC, electric, sanitary, elevator (if any), or other systems serving the Premises, or to temporarily stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary by reason of (i) accidents, emergencies, strikes, or the making of repairs or changes which Landlord or Agent in good faith deems necessary or (ii) any other cause beyond Landlord's reasonable control. Landlord shall use commercially reasonable efforts to minimize disruption of any such services to the Premises which Landlord is required to provide hereunder (provided, however, that the foregoing shall not obligate Landlord to perform such work using overtime or premium pay labor) and, to the extent not an emergency cessation, Landlord shall endeavor to provide Tenant with no less than five (5) days prior notice of such interruption so that Tenant may plan accordingly. Further, it is also understood and agreed that Landlord or Agent shall have no liability or responsibility for a cessation of services to the Premises or to the Property that occurs as a result of causes beyond Landlord's or Agent's reasonable control. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord or Agent liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent.

16. LANDLORD'S RIGHTS: Landlord, Agent and their respective agents, employees and representatives shall have the right to enter and/or pass through the Premises at any time or times upon prior notice of no less than forty-eight (48) hours (except in the event of emergency): (a) to examine and inspect the Premises and to show them to actual and prospective lenders, prospective purchasers or mortgagees of the Property or providers of capital to Landlord and its affiliates; and (b) to make such repairs, alterations, additions and improvements in or to all or any portion of either or both of the Premises and the Property, or the Property's facilities and equipment as

TENANT  Landlord 

Landlord is required or desires to make. Landlord and Agent shall be allowed to take all materials into and upon the Premises that may be required in connection with any repairs, alterations, additions or improvements, without any liability to Tenant and without any reduction or modification of Tenant's covenants and obligations hereunder; provided, however, that Landlord shall use its best efforts to avoid interference with Tenant's business operations and Tenant's occupancy and use of the Premises. During the period of twelve (12) months prior to the Expiration Date and upon prior notice of no less than forty-eight (48) hours (or at any time, if Tenant has vacated or abandoned the Premises), Landlord and its agents may exhibit the Premises to prospective tenants. If Tenant shall not be personally present to permit an entry into Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key or by the use of force without rendering Landlord liable therefore and without in any manner affecting Tenant's obligations under this Lease. Additionally, Landlord and Agent shall have the following rights with respect to the Premises, exercisable, without notice to Tenant, without liability to Tenant, and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of Rent: (i) to designate and approve, prior to installation, all types of signs not specifically authorized by this Lease; (ii) to have pass keys, access cards, or both, to the Premises; and (iii) to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises for more than thirty (30) consecutive days or with no intention of reoccupying the Premises; and (iv) to install "For lease" signs in or upon the Premises beginning one hundred eighty (180) days prior to the end of the Term. Landlord shall have no obligation to provide any security service or alarms to the Property or the Premises; any such security service or alarms deemed necessary by the Tenant shall be purchased directly by Tenant.

## 17. NON-LIABILITY AND INDEMNIFICATION

17.1. Non-Liability: Except as provided in Section 17.2.2, none of Landlord, Agent, any other managing agent, or their respective affiliates, owners, partners, directors, officers, agents and employees shall be liable to Tenant for any loss, injury, or damage, to Tenant or to any other person, or to its or their property, irrespective of the cause of such injury, damage or loss. Further, except as provided in Section 17.2.2, none of Landlord, Agent, any other managing agent, or their respective partners, directors, officers, agents and employees shall be liable to Tenant (a) for any damage caused by other tenants or persons in, upon or about the Property, or caused by operations in construction of any public or quasi-public work; (b) with respect to matters for which Landlord is liable, for consequential or indirect damages purportedly arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant; (c) any latent defect in the Premises or the Property; or (d) injury or damage to person or property caused by fire, or theft, or resulting from the operation of heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Property, or from the pipes, appliances or plumbing work of the same.

## 17.2. Indemnification

17.2.1. Tenant Indemnification: Subject to the provisions of Section 10.3 hereof with respect to waiver of subrogation, and excluding losses for which Tenant is indemnified by Landlord pursuant to Section 17.2.2, Tenant hereby indemnifies, defends, and holds Landlord, Agent and their respective affiliates, owners, partners, directors, officers, agents and employees (collectively, "Landlord Indemnified Parties") harmless from and against any and all losses (defined below) to the extent arising from or in connection with (a) the conduct or management of the Premises or any business therein, or any work or Alterations done, or any condition created by any or all of Tenant and Tenant's Parties in or about the Premises during the Term or during the period of time, if any, prior to the Commencement Date that Tenant is given access to the Premises; (b) any act, omission or negligence of any or all of Tenant and Tenant's Parties; (c) any accident, injury or damage whatsoever (unless caused by the negligence of any Landlord Indemnified Parties) occurring in, at or upon either or both of the Property and the Premises and caused by any or all of Tenant and Tenant's Parties; (d) any breach by Tenant of any of its warranties and representations under this Lease; (e) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding by Tenant under the Bankruptcy Code; (f) any violation or alleged violation by any or all of Tenant and Tenant's Parties of any law including, without limitation, any Environmental law; (g) any breach of the provisions of Section 9 by any

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or all of Tenant and Tenant's Parties; (h) claims for work or labor performed or materials and supplies furnished to or at the request of Tenant; and (i) claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease; (j) any Hazardous Materials used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled in, at, near or under all or any portion of the Premises as a result of the acts or omissions of any or all of Tenant and Tenant's Parties; or (k) the violation of any Environmental law or any permit, application or consent required in connection with any Environmental law by any or all of Tenant and Tenant's Parties with respect to the Premises during the Term, excluding, however, any violation of any Environmental law resulting from the acts or omissions of Landlord and Landlord's employees, agents and contractors (collectively, "Tenant's Indemnified Matters"). In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from any or all of Landlord, Agent or any Superior Party (defined below), shall resist and defend such action or proceeding by counsel reasonably satisfactory to Landlord. The term "losses" shall mean all claims, demands, expenses, actions, judgments, damages (whether direct or indirect, known or unknown, foreseen or unforeseen, but excluding consequential or speculative), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, property damage, diminution in value of Landlord's interest in the Premises or the Property, damages for the loss or restriction on use of any space or amenity within the Premises or the Property, damages arising from any adverse impact on marketing space in the Property, sums paid in settlement of claims and any costs and expenses associated with injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, reasonable attorneys' and consultants' fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this Section 17.2.1 shall survive the expiration or termination of this Lease.

17.2.2. Landlord Indemnification: Subject to the provisions of Section 10.3 hereof with respect to waiver of subrogation, Landlord hereby indemnifies, defends and holds Tenant harmless from and against any and all claims, expenses, losses, costs, damages (actual, but not consequential or speculative), judgments, causes of action, administrative proceedings, penalties, fines, liabilities, and third party expenses (including, but not limited to, court costs and attorneys' reasonable fees) actually suffered or incurred by Tenant to the extent arising from or in connection with (i) any negligent, willful or intentional acts or omissions of any or all of Landlord, Agent and any parties under the direct control of either or both of Landlord or Agent or (ii) the existence of any Hazardous Substances on or in the Premises, to the extent that such Hazardous Substances were on or in the Premises prior to the Commencement Date. In the event that any action or proceeding is brought against Tenant, and the foregoing indemnity is applicable to such action or proceeding, then Landlord, upon notice from Tenant, shall resist and defend such action or proceeding by counsel reasonably satisfactory to Tenant. Notwithstanding anything to the contrary set forth in this Lease, however, in all events and under all circumstances, the liability of Landlord to Tenant shall be limited to the interest of Landlord in the Property, and Tenant agrees to look solely to Landlord's interest in the Property for the recovery of any judgment or award against Landlord, it being intended that Landlord shall not be personally liable for any judgment or deficiency. Landlord's interest in the Property shall include (i) all proceeds actually received by Landlord from the sale of the Property, subject to the rights of the holder of any mortgage or deed of trust encumbering the Property, (ii) all insurance and condemnation proceeds actually received by Landlord with respect to the Property, subject to the rights of the holder of any mortgage or deed of trust encumbering the Property, and to Landlord's right to use any such insurance and condemnation proceeds for the purpose of repairing and restoring the Property, and (iii) all rental income actually received by Landlord with respect to the Property; provided, however, that the foregoing shall only be deemed as part of Landlord's interest in the Property only during such time and to the extent that any of the foregoing proceeds are held in an account for Landlord and have not been applied or distributed by Landlord in the course of business (i.e., and not as a fraud against creditors). The provisions of this Section 17.2.2 shall survive the expiration or termination of this Lease.

17.3. Force Majeure: Neither party shall have liability whatsoever to the other, with respect to any act, event or circumstance arising out of (a) such party's failure to fulfill, or delay in fulfilling any of its obligations under this Lease (other than the payment of Rent, which shall in no event be excused by this section) by reason of labor dispute, public health emergency and related

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orders and restrictions, governmental preemption of property in connection with a public emergency or shortages of fuel, supplies, or labor, or any other cause, whether similar or dissimilar, beyond the obligated party's reasonable control; or (b) any failure or defect in the supply, quantity or character of utilities furnished to the Premises by any utility providers, or by reason of any requirement, act or omission of any public utility or others serving the Property, beyond Landlord's reasonable control.

## 18. DAMAGE OR DESTRUCTION

**18.1. Notification and Repair:** Tenant shall give prompt notice (after Tenant's actual knowledge of same) to Landlord and Agent of (a) any fire or other casualty to the Premises, and (b) any damage to or defect in any part or appurtenance of the Property's sanitary, electrical, HVAC, elevator or other systems located in or passing through the Premises or any part thereof. Subject to the provisions of Section 18.3 below, if either or both of the Property and the Premises is damaged by fire or other insured casualty, Landlord shall repair (or cause Agent to repair) the damage and restore and rebuild the Property and/or the Premises (except for Tenant's Property) with reasonable dispatch and continuous diligent efforts after (x) notice to it of the damage or destruction and (y) the adjustment of the insurance proceeds attributable to such damage. Subject to the provisions of Section 18.3 below, Tenant shall not be entitled to terminate this Lease and no damages, compensation or claim shall be payable by Landlord for purported inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or of the Property pursuant to this Section. Landlord (or Agent, as the case may be) shall use its diligent, good faith efforts to make such repair or restoration promptly and in such manner as not to unreasonably interfere with Tenant's use and occupancy of the Premises, but Landlord or Agent shall not be required to do such repair or restoration work except during normal business hours of business days (unless Tenant elects to pay the additional cost of any charges for after hour and/or weekend work).

**18.2. Rental Abatement:** If (a) the Property is damaged by fire or other casualty thereby causing the Premises to be inaccessible or (b) the Premises are partially damaged by fire or other casualty, the Rent shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant, or in full if Tenant is not able to reasonably access, or conduct Tenant's operations in, the Premises as a result of such damage.

**18.3. Total Destruction:** If the Property or the Premises shall be substantially destroyed by fire or other casualty such that Tenant cannot reasonably access, or conduct Tenant's operations in, the Premises as a result of such damage, or if the Property shall be so damaged by fire or other casualty that (in the reasonable opinion of a reputable contractor or architect designated by Landlord): (i) its repair or restoration requires more than one hundred eighty (180) days from the date of the casualty, or (ii) such repair or restoration requires the expenditure of more than fifty percent (50%) of the full insurable value of the Property immediately prior to the casualty; and (y) occurs during the last two years of Lease Term, Landlord and Tenant shall each have the option to terminate this Lease (by so advising the other, in writing) within twenty (20) days after said contractor or architect delivers written notice of its opinion to Landlord and Tenant. In such event, the termination shall be effective as of the date upon which either Landlord or Tenant, as the case may be, receives timely written notice from the other terminating this Lease pursuant to the preceding sentence. If neither Landlord nor Tenant timely delivers a termination notice, this Lease shall remain in full force and effect. Notwithstanding anything herein to the contrary, if Landlord does not complete the restoration within one hundred eighty (180) days from the date of the casualty, Tenant shall be entitled to terminate this Lease by giving Landlord written notice of intent to terminate at any time after expiration of the Restoration Period, but in any event prior to Landlord's completion of the restoration. However, if at any time Landlord believes Landlord will be unable to complete the restoration within the such period, due to any reason beyond Landlord's reasonable control, Landlord shall be entitled to notify Tenant in writing of Landlord's estimated time frame for completion of the restoration, and if Tenant fails to terminate this Lease by notice of cancellation given to Landlord within ten (10) days following receipt of Landlord's written notice, such restoration period shall automatically be extended to the last day of Landlord's estimated timeframe. If (A) any holder of a mortgage or deed of trust encumbering the Property or Landlord pursuant to a ground lease encumbering the Property (collectively, "Superior Parties") or other party entitled to the insurance proceeds fails to make such proceeds available to Landlord in an amount sufficient for restoration of the Premises or the Property (plus any deductibles elected

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by Landlord), or (B) the issuer of any casualty insurance policies on the Property fails to make available to Landlord sufficient proceeds for restoration of the Premises or the Property, then Landlord may, at Landlord's sole option, terminate this lease by giving Tenant written notice to such effect within twenty (20) days after Landlord receives notice from the Superior Party or insurance company, as the case may be, that such proceeds shall not be made available, in which event the termination of this Lease shall be effective as of the date Tenant receives written notice from Landlord of Landlord's election to terminate this Lease. For purposes of this Section 18.3 only, "full insurable value" shall mean replacement cost, less the cost of footings, foundations and other structures below grade.

19. **EMINENT DOMAIN:** If the whole, or any substantial portion, of the Property is taken or condemned for any public use under any law or by right of eminent domain, or by private purchase in lieu thereof, and such taking would prevent or materially interfere with the Permitted Use of the Premises, this Lease shall terminate effective when the physical taking of said Premises occurs. If less than a substantial portion of the Property is so taken or condemned, or if the taking or condemnation is temporary (regardless of the portion of the Property affected), this Lease shall not terminate, but the Rent payable hereunder shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant. Landlord shall be entitled to any and all payment, income, rent or award, or any interest therein whatsoever, which may be paid or made in connection with such a taking or conveyance, and Tenant shall have no claim against Landlord for the value of any unexpired portion of this Lease. Notwithstanding the foregoing, any compensation specifically awarded to Tenant for loss of business or goodwill, or for its personal property, shall be the property of Tenant.

20. **SURRENDER AND HOLDOVER:** On the last day of the Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, (a) Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in good order, condition and repair, except for ordinary wear and tear, damage due to casualty and such damage or destruction as Landlord is required to repair or restore under this Lease, and (b) Tenant shall remove all of Tenant's Property and any Alterations which Landlord designates for approval (as provided in Section 11.1 hereof) therefrom, except as otherwise expressly provided in this Lease. The obligations imposed under the preceding sentence shall survive the termination or expiration of this Lease. If any repairs are required to be performed in, to or at the Premises (pursuant to the preceding sentence or any other applicable provision of this Lease) upon the expiration or termination of the Term, Tenant shall cause such repairs to be performed, to Landlord's reasonable satisfaction, within ten (10) business days after the date on which this Lease is terminated or expired. If Tenant fails to timely comply with the preceding sentence, then Landlord shall have the right to cause the repairs to be performed, at Tenant's expense, and all reasonable expenses so incurred by Landlord shall bear interest (at the rate specified in the second sentence of Section 22.3) from the date the expense is incurred until the date paid, in full, by Tenant (inclusive of interest). If Tenant remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of Tenant's right to possession: (i) Tenant shall be deemed a tenant-at-will; (ii) Tenant shall pay one hundred fifty percent (150%) of the aggregate of the Base Rent last prevailing hereunder, together with applicable Additional Rent, and also shall pay all actual damages sustained by Landlord, directly by reason of Tenant's remaining in possession after the expiration or termination of this Lease; (iii) there shall be no renewal or extension of this Lease by operation of law; and (iv) the tenancy-at-will may be terminated upon fifteen (15) days' written notice from Landlord. The provisions of this Article 20 shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law. The obligations imposed under This Article 20 shall survive the termination or expiration of this Lease.

21. **EVENTS OF DEFAULT**

21.1. **Bankruptcy of Tenant:** It shall be an "Event of Default" by Tenant under this Lease if Tenant makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant under any state or federal bankruptcy or insolvency law that is not dismissed within 90 days, or whenever a petition is filed by or against (to the extent not dismissed within 90 days) Tenant or whenever a petition is filed by or against Tenant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any law or like import, or whenever a petition shall be filed by Tenant under the

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arrangement provisions of the United States Bankruptcy Code or similar law, or whenever a receiver of Tenant, or of, or for, the property of Tenant, as shall be appointed, or Tenant admits it is insolvent or is not able to pay its debts as they mature.

21.2. **Default Provisions:** Each of the following shall also constitute an “**Event of Default**” by Tenant under this Lease: (a) if Tenant fails to pay Rent or any other payment when due hereunder, and such failure continues for five (5) days after Tenant’s receipt of written notice of such failure; (b) if Tenant fails, whether by action or inaction, to timely comply with, or satisfy, any or all of the obligations imposed on Tenant under this Lease (other than the obligation to pay Rent) for a period of thirty (30) days after Landlord’s delivery to Tenant of written notice of such default under this Section 21.2 (b); provided, however, that if the default cannot, by its nature, be cured within such thirty (30) day period, but Tenant commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then Landlord shall not exercise its remedies under Section 22 unless such default remains uncured for more than ninety (90) days after receipt of Landlord’s notice.

## 22. RIGHTS AND REMEDIES

22.1. **Landlord’s Cure Rights Upon Default of Tenant:** If an Event of Default occurs, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account, and at the expense of, Tenant upon compliance with any notice requirements and cure periods set forth in Section 21.2.

22.2. **Landlord’s Remedies:** In the event of any Event of Default under this Lease, Landlord, at its option, and after any applicable proper notice and cure period (as required pursuant to Section 21.2), but without additional notice or demand from Landlord, if any, as provided in Section 21.2 has expired, may, in addition to all other rights and remedies provided in this Lease, or otherwise at law or in equity: (a) terminate this Lease and Tenant’s right of possession of the Premises; or (b) terminate Tenant’s right of possession of the Premises without terminating this Lease. Landlord shall not be obligated to mitigate its damages unless, and then only to the extent, required by applicable laws. If Tenant elects to terminate the Lease or Tenant’s right of possession under Subsections (a) or (b) above, Landlord may relet the Premises, or any part thereof, for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. In addition, for purposes of any reletting, Landlord is authorized to decorate, repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its reasonable discretion. In addition to, or in lieu of, the foregoing, In the event of the termination of this Lease by Landlord pursuant to (a) above, Landlord shall be entitled to recover from Tenant (i) all damages and other sums that Landlord is entitled to recover under any provision of this Lease or at law or in equity, including, but not limited to, all fixed dollar amounts of Base Rent and Additional Rent accrued and unpaid for the period up to and including such termination date; (ii) all other additional sums payable by Tenant, or for which Tenant is liable, or in respect of which Tenant has agreed to indemnify Landlord, under any of the provisions of this Lease, that may be then owing and unpaid; (iii) all costs and expenses (including, without limitation, court costs and reasonable attorneys’ reasonable fees) incurred by Landlord in the enforcement of its rights and remedies under this Lease and in reletting the Premises (including, without limitation, costs to improve the Premises or any portion thereof, for a replacement tenant); and (iv) any damages provable by Landlord as a matter of law including, without limitation, an amount equal to the positive difference, if any, between (x) the discounted present value (at 6% per annum) of the Base Rent provided to be paid for the remainder of the Term (measured from the effective termination date of this Lease) and (y) the fair market rental value of the Leased Premises (determined at the date of termination of this Lease) after deduction (from such fair market rental value) of the projected costs and expenses of reletting the Premises (including the costs of repairs, alterations, improvements, additions, reasonable legal fees and brokerage commissions) as actually incurred by Landlord. If Landlord elects to pursue its rights and remedies under Subsection (b) above, and the Premises is relet and a sufficient sum is not realized therefrom, then to satisfy the payment, when due, of Base Rent and Additional Rent reserved under the Lease for any monthly period (after payment of all Landlord’s reasonable expenses of reletting), Tenant shall pay such deficiency when payments of Base Rent become due. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. If Landlord elects to pursue its rights and remedies under

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Subsection (b), then Landlord shall at any time have the further right and remedy to rescind such election and pursue its rights and remedies under Subsection (a). In the event Landlord elects, pursuant to clause (b) of this Section 22.2, to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's Property, Tenant's signs and other evidences of tenancy, as provided in Section 20 hereof, and restore the Premises to the condition required hereunder, provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the Base Rent and Additional Rent reserved hereunder for the full Term, or from any other obligation of Tenant under this Lease accruing prior to the date of such dispossession, unless and until Landlord expressly terminates this Lease. Any and all property that may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the risk, cost and expense of Tenant, and in no event or circumstance shall Landlord be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand; any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within 30 days after the end of the Term, however terminated, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as in a bill of sale, without further payment or credit by Landlord to Tenant.

22.3. Additional Rights of Landlord: Any and all reasonable costs, expenses and disbursements, of any kind or nature, incurred by Landlord or Agent in connection with the valid enforcement of any and all of the terms and provisions of this Lease, including reasonable attorneys' reasonable fees (through all appellate proceedings), shall be due and payable (as Additional Rent) upon Landlord's submission of an invoice therefor. All sums advanced by Landlord or Agent on account of Tenant under this Section, or pursuant to any other provision of this Lease, and all Base Rent and Additional Rent, if delinquent or not paid by Tenant and received by Landlord when due hereunder, shall bear interest at the rate of 5% per annum above the "prime:" or "reference:" or "base:" rate (on a per annum basis) of interest publicly announced as such, from time to time, by the Wall Street Journal, from the due date thereof until paid, and such interest shall be and constitute Additional Rent and be due and payable upon Landlord's or Agent's submission of an invoice therefor. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by law. In addition to any provisions which may be additionally provided for by law, Tenant hereby grants to Landlord a security interest, pledged for the payment of any and all sums due under this Lease, into any and all personal property, goods, furnishings or equipment which may be owned by Tenant and housed within the Premises subject to this Lease and shall provide such UCC statements as Landlord may require. In the event of default, Tenant hereby consents that Landlord may immediately take possession of the Premises including personal property therein contained and may dispose or otherwise liquidate the same for the payment of Base Rent or Additional Rent with any surplus to inure to the benefit of the Tenant. The effective date of both the statutory Landlord's Lien and this aforementioned security interest shall be the inception of Tenant's tenancy of the Premises, it being expressly agreed that any renewal, extension or modification of this Lease shall not result in a novation nor in a new Lease, such that this effective date shall remain unchanged throughout Tenant's tenancy.

22.4. Event of Bankruptcy: In addition to, and in no way limiting the other remedies set forth herein, Landlord and Tenant agree that if Tenant ever becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar type proceeding under the federal bankruptcy laws, as now enacted or hereinafter amended, then: (a) "adequate assurance of future performance" by Tenant and/or any assignee of Tenant pursuant to Bankruptcy Code Section 365 will include (but not be limited to) payment of an additional/new security deposit in the amount of three times the then current Base Rent payable hereunder; (b) any person or entity to which this Lease is assigned, pursuant to the provisions of the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations of Tenant arising under this Lease on and after the effective date of such assignment. Any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption of liability; (c) notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as "Rent", shall constitute "rent" for the purposes of Section 502(b)(6) of the Bankruptcy Code; and

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(d) if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered to Landlord or Agent (including Base Rent, Additional Rent and other amounts hereunder), shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the bankruptcy estate of Tenant. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord or Agent shall be held in trust by Tenant or Tenant's bankruptcy estate for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.

**22.5 Landlord's Default.** As used in this Lease, a "Landlord Default" shall mean a failure by Landlord to perform any of obligations which Landlord is expressly required to perform pursuant to the terms of this Lease which failure materially and adversely impairs Tenant's ability to utilize the Premises or a material portion thereof for the normal conduct of Tenant's business. In the event of a Landlord Default, Tenant may give Landlord written notice thereof which notice which shall describe in reasonable detail default and shall contain the following legend in bold 14 point font on the top of the first page of such notice: "**LANDLORD DEFAULT NOTICE UNDER SECTION 22.5 OF THE LEASE**". If Landlord fails to cure such Landlord Default within thirty (30) days after Landlord's receipt of such notice (or if such Landlord Default is not susceptible of being cured within such thirty (30) day period, then if Landlord fails to commence the cure of such Landlord Default within such thirty (30) day period and thereafter diligently take such steps as are necessary to cure such Landlord Default), then provided and to the extent that such Landlord Default may be cured by actions taken by Tenant entirely within the Premises which do not affect (i) the structure of the Building, (ii) any space outside of the Premises, or (iii) any portions of the Building's systems serving other tenants of the Building, then Tenant may cure such Landlord Default for the account of Landlord but only after Tenant's delivery of a further written notice indicating Tenant's intent to do so which notice must contain the following legend in bold 14 point font on the top of the first page of such notice: "**LANDLORD DEFAULT NOTICE – TENANT INTENDS TO EXERCISE ITS RIGHTS UNDER SECTION 22.5 OF THE LEASE**", and provided that Tenant's right to do so shall be subject to Landlord's right to dispute whether a Landlord Default has occurred and/or the amount of reimbursement claimed by Tenant as hereinafter provided ("Landlord's Right of Dispute"). Tenant shall incur only those costs and expenses as are actually and reasonably necessary under the circumstances in connection with the performance of such work. To the extent that Tenant actually incurs any third party out-of-pocket cost or expense in connection with curing a Landlord Default, Tenant shall submit to Landlord copies of relevant bills, receipts, invoices and other backup documentation reasonable acceptable to Landlord, together with proof of payment thereof. Subject to Landlord's Right of Dispute, Landlord shall reimburse Tenant for such costs within thirty (30) days after submission of such bills, receipts, invoices, documentation and proof of payment. If Landlord shall fail to reimburse Tenant within said thirty (30) day period then, subject to Landlord's Right of Dispute, Tenant shall have the right to offset the unpaid amount of the reimbursement in respect of which Landlord has defaulted in paying, against the next succeeding payments of Base Rent until fully applied. Notwithstanding the foregoing or anything to the contrary contained herein, if Landlord disputes that a Landlord Default has actually occurred and/or the amount of reimbursement claimed by Tenant, then Tenant's right to such reimbursement or to offset any amounts pursuant to this Article 32 shall be deferred until thirty (30) days following the resolution of such dispute. If the parties cannot promptly resolve such dispute, then either party may submit such dispute for expedited arbitration to the American Arbitration Association (or any successor organization) for determination, which determination shall be final and binding on the parties. The non-prevailing party in such arbitration shall reimburse the prevailing party for the prevailing party's reasonable out-of-pocket costs and expenses incurred in connection with such arbitration. If both parties are partially successful, such fees and expenses shall be apportioned between Landlord and Tenant in inverse proportion to the percentage by which such decision is favorable to each party as determined by such arbitrator.

23. **BROKER:** Tenant covenants, warrants and represents that the broker set forth in Section 1.8(A) was the only broker to represent Tenant in the negotiation of this Lease ("Tenant's Broker"). Landlord covenants, warrants and represents that the broker set forth in Section 1.8 (B) was the only broker to represent Landlord in the negotiation of this Lease ("Landlord's Broker"). Subject to the terms of Section 1.16, Landlord shall be solely responsible for paying the commission of Landlord's Broker and Tenant's Broker. Each party agrees to and hereby does defend, indemnify and hold the other harmless against and from any brokerage commissions or finder's fees or claims

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therefor by a party claiming to have dealt with the indemnifying party and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination of this Lease for any reason.

24. Miscellaneous

24.1. Merger: All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

24.2. Notices: Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, or if sent by Federal Express or other comparable commercial overnight delivery service, addressed to the other party at the addresses set forth below (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service:

If to Landlord: WH Skyway Management LLC  
c/o Kennedy Investments, Inc.  
2901 W. Busch Boulevard, Suite 901  
Tampa, Florida 33618

With a copy to: Woodhill Real Estate  
140 East 45th Street, 16th Floor  
New York, New York 10017  
Attn: Benjamin Singfer

If to Tenant: At the Premises  
Attn: Jennifer Yeagley

With a copy to: Trenam Law  
Gregory R. Haney  
200 Central Avenue  
Suite 1600  
St. Petersburg, Florida 33701  
727.820.3958  
[ghaney@trenam.com](mailto:ghaney@trenam.com)

24.3. Non-Waiver: The failure of either party to insist, in anyone or more instances, upon the strict performance of anyone or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord or Agent of Base Rent or Additional Rent with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

24.4. Legal Costs: Any party in breach or default under this Lease (the "Defaulting Party") shall reimburse the other party (the "Non-defaulting Party") within twenty (20) days of receipt of written demand (together with documentation evidencing all amounts incurred) for any legal fees and court (or other administrative proceeding) costs or expenses that the Non-defaulting Party reasonably incurs in connection with the breach or default, regardless whether suit is commenced or judgment entered. Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, in the event of litigation, the court in such action shall award to the prevailing party a reasonable sum as attorneys'

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fees and costs, which sum shall be paid by the non-prevailing party. Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection with Tenant's request for Landlord's consent under provisions of this Lease governing assignment and subletting; provided, however, that Tenant shall have no obligation to pay any such fees in excess of \$1,000 for anyone such request.

24.5. Parties Bound: Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto. Tenant hereby releases Landlord named herein from any obligations of Landlord arising during any period subsequent to the conveyance and transfer of Landlord's ownership interest in the Property. In the event of such conveyance and transfer, Landlord's obligations shall thereafter be binding upon each transferee (whether Successor Landlord or otherwise). No obligation of Landlord or Tenant shall arise under this Lease until the instrument is signed by, and delivered to, both Landlord and Tenant.

24.6. Recordation of Lease: Tenant shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.

24.7. Survival of Obligations: Upon the expiration or other termination of this Lease, neither party shall have any further obligation nor liability to the other except as otherwise expressly provided in this Lease and except for such obligations as, by their nature or under the circumstances, can only be, or by the provisions of this Lease, may be performed after such expiration or other termination.

24.8. Governing Law; Construction: In the event that it is necessary to bring suit to enforce the terms of the Lease, the parties hereto agree that any court of competent jurisdiction situated in Pinellas County shall have venue of such action. This agreement shall be deemed to have been made in the Pinellas County and shall be interpreted, and the rights and liabilities of the parties here determined, in accordance with the laws of the State of Florida. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. This Lease may be executed in counterpart and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

24.9. Time: Time is of the essence of this Lease. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the state in which the Property is located, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in said state.

24.10. Authority of Tenant: Tenant represents that the party executing the Lease has been duly authorized to do so on behalf of Tenant.

24.11. WAIVER OF TRIAL BY JURY: THE LANDLORD AND THE TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

24.12. Intentionally Deleted.

24.13. Submission of Lease. Submission of this Lease to Tenant for signature does not constitute a reservation of space or an option to Lease. This Lease is not effective until execution by and delivery to both Landlord and Tenant.

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24.14. Joint and Several Liability: All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant hereunder.

24.15. Radon Disclosure: In accordance with Florida Statute 404.056 effective January 1, 1989, the following information is provided:

Radon Gas: Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24.16. Riders and Exhibits: All Riders and Exhibits attached hereto shall be deemed to be a part hereof and hereby incorporated herein.

25. Right of First Offer:

25.1. Subject to the provisions of this Article, Landlord hereby grants to Tenant a one-time right ("Tenant's ROFO") to lease any leasable space in the Building that is adjacent to the Premises (the "ROFO Space") if such ROFO Space becomes available for lease during the initial forty-eight (48) months of the Term of this Lease. The ROFO Space shall be deemed "available for lease" when Landlord is prepared to offer to lease such ROFO Space to parties other than to: (a) the then-current tenant or occupant of the ROFO Space, and (b) other tenants or occupants of the Building who have existing rights (including, without limitation, any expansion rights, rights of first offer, rights of first refusal or otherwise) to lease such ROFO Space as of the date hereof. If the ROFO Space becomes available for lease during the initial forty-eight (48) months of the Term (it being understood that Tenant's ROFO shall not apply after the initial 48 months of the Term), Landlord shall so notify Tenant thereof in writing (the "ROFO Notice"), which ROFO Notice shall set forth: (i) a description of the particular ROFO Space (including the rentable square footage thereof), (ii) the anticipated date upon which Landlord expects to be able to deliver the particular ROFO Space to Tenant (the "Anticipated ROFO Space Commencement Date"), (iii) the base rent to be payable with respect to the ROFO Space, and (iv) any other material economic terms and conditions upon which Landlord is willing to lease the ROFO Space. The term for Tenant's leasing such ROFO Space shall be coterminous with the Term for Tenant's leasing of the Premises and any renewal thereof. If Tenant desires to exercise Tenant's ROFO with respect to the particular ROFO Space in question on the terms and conditions set forth in the ROFO Notice, Tenant shall deliver written notice thereof to Landlord ("Tenant's ROFO Election Notice") within ten (10) days following Tenant's receipt of the ROFO Notice from Landlord, time being of the essence. Tenant acknowledges and agrees that Tenant must elect to exercise Tenant's ROFO, if at all, with respect to the entirety of the particular ROFO Space being offered by Landlord to Tenant, and Tenant may not elect to lease only a portion thereof. Notwithstanding the foregoing, Tenant's right to exercise Tenant's ROFO shall be conditioned upon Tenant's having timely delivered Tenant's ROFO Election Notice to Landlord and upon the satisfaction of each of the following conditions both on the date Tenant delivers Tenant's ROFO Election Notice and upon the date that Landlord delivers the ROFO Space to Tenant: (i) this Lease shall be in full force and effect and Tenant shall not be in default under this Lease beyond applicable notice and cure periods provided for herein, and (ii) the original Tenant named herein, or a Permitted Transferee, shall be the Tenant under this Lease and shall be in occupancy of the entire Premises. If Tenant timely exercises Tenant's ROFO and all of the conditions thereto are satisfied, then effective as of the date that Landlord delivers the particular ROFO Space to Tenant: (a) such ROFO Space shall be added to and deemed part of the Premises upon the same terms and conditions of this Lease applicable to the Premises, except as otherwise provided for in the ROFO Notice, (b) the base rent payable by Tenant shall be increased in accordance with the amount of the base rent amount to be paid by Tenant for the ROFO Space as set forth in the ROFO Notice, and (c) Tenant's Proportionate Share shall be appropriately increased.

25.2 If Tenant duly exercises Tenant's ROFO and all the conditions thereto are satisfied, then Landlord and Tenant shall promptly enter into an amendment of this Lease in a form reasonably acceptable to both parties (the "Expansion Amendment") to reflect Tenant's leasing of the ROFO Space in question, provided, however, that the failure of either party to so execute the

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Expansion Amendment shall not in any way impair the effectiveness of Tenant's exercise of Tenant's ROFO or Tenant's leasing of the ROFO Space in question.

25.3 If Tenant fails to timely deliver Tenant's ROFO Election Notice to Landlord within the aforesaid ten (10) day period then, subject to the following sentence, Landlord shall be free to lease the applicable ROFO Space to any third party on such terms and conditions as Landlord may elect and Tenant's ROFO, and the terms of this Article 25 shall be deemed deleted from this Lease in its entirety and shall be of no further force or effect. Notwithstanding the foregoing, if the lease that Landlord desires to enter into for the ROFO Space with the third party in question would provide a net effective rental that is less than ninety percent (90%) of the net effective rental that was set forth in the ROFO Notice, then Landlord shall be required to re-offer such ROFO Space to Tenant for such lower net effective rental before entering into said lease with such third party. In such case, Tenant must elect to exercise Tenant's ROFO within seven (7) days of receiving such additional ROFO Notice from Landlord, time being of the essence with respect thereto, failing which Landlord shall be free to lease the applicable ROFO Space to the third party in question and the terms of this Article 25 shall be deemed deleted from this Lease in its entirety and shall be of no further force or effect.

25.4 Notwithstanding the foregoing or anything to the contrary contained herein, Tenant's ROFO shall be subject and subordinate to (x) all rights existing as of the date of this Lease in favor of any third parties to lease all or any portion of such ROFO Space (including, without limitation, any expansion rights, rights of first offer, rights of first refusal and any other rights or options), and (y) Landlord's right to lease all or a portion of such ROFO Space to any current tenant or occupant of such ROFO Space by renewing such tenant's lease or occupant's occupancy agreement or by entering into a new lease or occupancy agreement with such tenant or occupant. Additionally, notwithstanding the foregoing, Tenant shall not be permitted to exercise Tenant's ROFO if less during the last two (2) years of the initial Term or any Renewal Term unless either (x) Tenant shall have previously exercised its Renewal Option to renew the Term for the next succeeding Renewal Term, or (y) if Tenant shall still have the right to exercise the Renewal Option to renew the Term for the next succeeding Renewal Term, then simultaneously with Tenant's delivery of the Tenant's ROFO Election Notice, Tenant shall deliver a Renewal Notice to Landlord whereby Tenant shall elect to exercise its Renewal Option to renew the Term of the Lease for the next succeeding Renewal Term (with the parties hereby agreeing that if more than eighteen (18) months shall then remain prior to the expiration date of the then current term, Tenant may nevertheless exercise its Renewal Option notwithstanding anything in Section 2.4 hereof to the contrary).

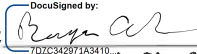
[Signature Page to Follow]

TENANT  Landlord 

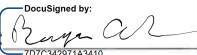
IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

**LANDLORD:**

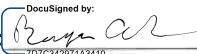
**APHS FREDWARD HOLDING LLC,**  
a Delaware limited liability company

By:   
DocuSigned by:  
707C342671A3410  
Name: Benjamin Singfer  
Title: Authorized Signatory

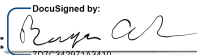
**LH FREDWARD ST PETE LLC,**  
a Delaware limited liability company

By:   
DocuSigned by:  
707C342671A3410  
Name: Benjamin Singfer  
Title: Authorized Signatory

**SKYWAY TUGGLE LLC,**  
a Delaware limited liability company

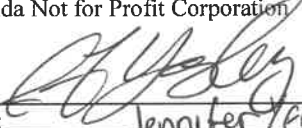
By:   
DocuSigned by:  
707C342671A3410  
Name: Benjamin Singfer  
Title: Authorized Signatory

**SKYWAY INDUSTRIAL PARK LLC,**  
a Delaware limited liability company

By:   
DocuSigned by:  
707C342671A3410  
Name: Benjamin Singfer  
Title: Authorized Signatory

**TENANT:**

**ST. PETERSBURG FREE CLINIC, INC.,**  
a Florida Not for Profit Corporation

By:   
Name: Jennifer Feagley  
Title: CEO

**LEASE EXHIBIT A**  
**PREMISES, PROPERTY, AND ZONING**  
(Page 1 of 3)

Premises: Approximately 36,383 square feet of building rentable square feet (as illustrated on the Floor Plan on Page 2 hereof), in the property located on the Southeast corner of 31<sup>st</sup> Street South and 22<sup>nd</sup> Avenue South in St. Petersburg, Florida (the "Building").

Property: The business park commonly known as Skyway Business Center, having the legal description given on Page 3 hereof.

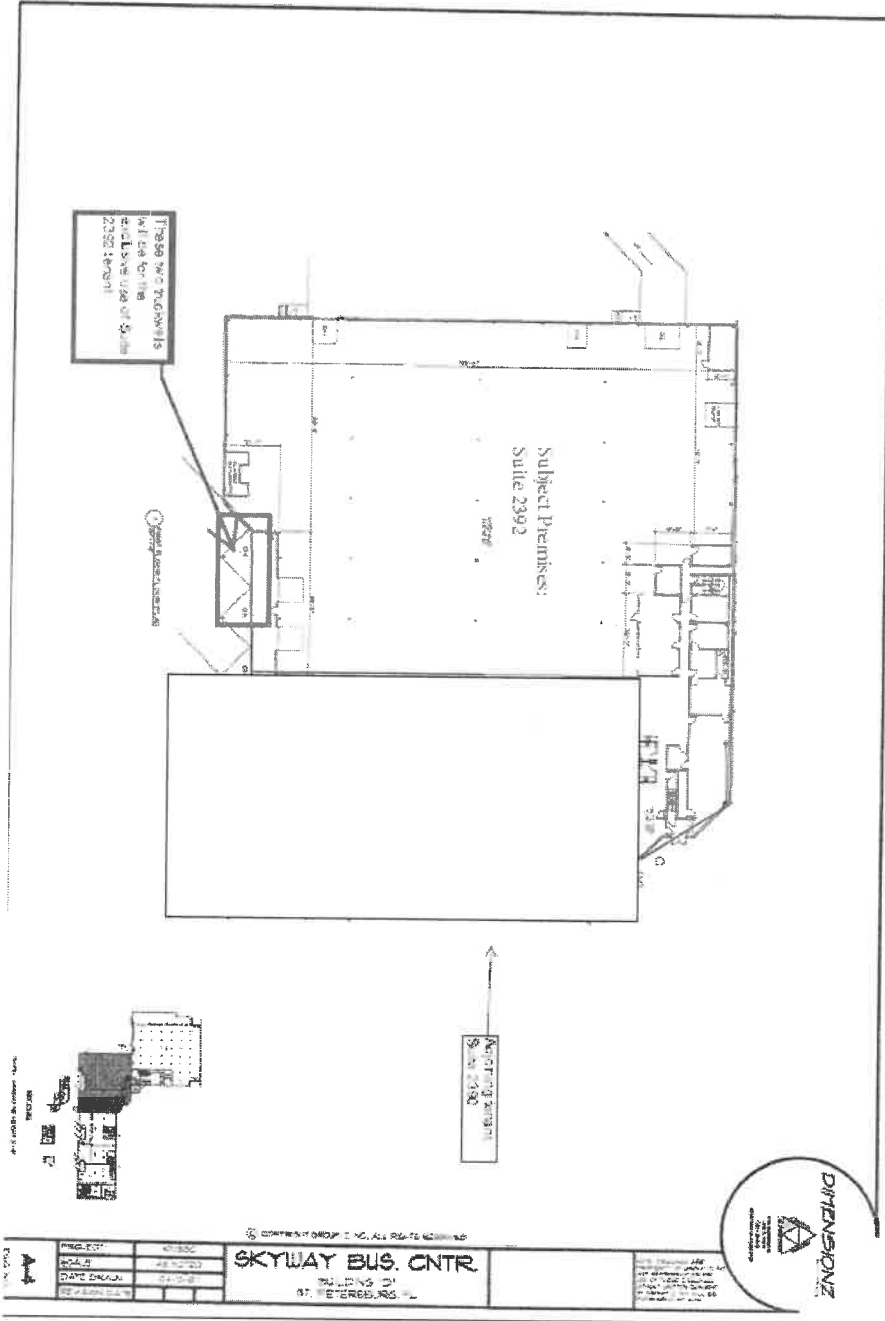
City of: St. Petersburg

Zoning: Industrial



LEASE EXHIBIT A  
(Page 2 of 3)

FLOOR PLAN  
Skyway Business Center



LEASE EXHIBIT A-3

LEGAL DESCRIPTION

SKYWAY BUSINESS CENTER

A BOUNDARY SURVEY OF:

Lot 1 and Lot 3, Block 1, SKYWAY BUSINESS CENTER, as recorded in  
Plat Book 100, Page 59, Public Records of Pinellas County, Florida.

LEASE EXHIBIT B

**TENANT'S WORK**

Warehouse Area:

A. In the warehouse Tenant shall remove the existing slab in a to -be designated location for a cooler/ freezer to be installed with an insulated floor system for their freezer/cooler. The existing slab area being removed shall be approximately 125' x42' and located between existing column lines. During the demolition of the slab the Tenant agrees and affirms that no part of the Building exterior walls, columns, column foundations, or overhead structure shall be modified. The existing structural components supporting all overhead building elements will remain unaffected from this work. The slab will be removed and replaced with a new insulated slab to be repoured in its place. This shall consist of a vapor barrier, structural concrete slab, insulation (thickness as required by cooler manufacturer), and a concrete topping slab. Final concrete topping slab shall be level with the existing warehouse concrete floor and shall provide a seamless transition. The slab shall be doweled into the existing slab around the perimeter in its entirety to complete a uniform diaphragm. A cooler/freezer shall then be installed over the insulated slab for use by Tenant.

B. Installation of HVAC system and necessary compressors.

C. Installation of racking.

Office Area:

A. Office modification shall include but not be limited to re-configuration and addition of offices on the first and second floors.

B. Addition of a lift/elevator as required by code to meet the requirements of the Americans with Disabilities Act for access to the second floor.

C. Updates to restroom and other general facilities as required by code to meet the requirements of the Americans with Disabilities Act.

LEASE EXHIBIT C

RULES AND REGULATIONS RIDER  
TO BE MADE A PART OF LEASE BETWEEN  
LANDLORD AND TENANT

1. No part of the Premises or Common Areas shall be used for any purpose other than as permitted by the zoning regulations of the County in which the Premises is located for the type of zoning given in Exhibit A or as stipulated in the Lease.
2. No materials or products shall be manufactured or stored that constitute a nuisance or cause the emission of noxious odors or gases or smoke. No burning of materials, outside or inside the Premises, will be permitted.
3. No fence, wall, loading facility, outside storage facility, or permanent improvements will be erected or constructed without the prior written approval of the Landlord.
4. Tenants will keep their Premises safe, clean, neat and provide for the removal of trash from their Premises. No pets will be allowed on the Premises.
5. No materials, supplies or products shall be stored outside without the prior written approval of the Landlord.
6. Tenants shall not cause or make an excessive noise, odor, harmful sewage or vibration that could be deemed objectionable to other tenants.
7. No signs are to be erected other than the standard formal signs. Signs are not to be erected other than on the space provided for the Premises.
8. Each tenant is to maintain a pest control program appropriate to their Use.
9. A fifteen (15) mile-per-hour speed limit is to be observed within the Property.
10. No employee parking will be permitted on the streets or in the Property other than in the areas designated by the Landlord.
11. All enterprises are to be conducted in a business-like manner.

LEASE EXHIBIT D

TENANT OPERATIONS INQUIRY

Tenant Name: *St. Petersburg Free Clinic, Inc. dba St. Pete Free Clinic*

Tenant SIC Code/Description:

Property Address: *3010 22nd Ave S. Suite 2392 St. Petersburg, FL 33712*

Property Number/Region: St. Petersburg

- 1. Name of Company (if different from above): *same*
- 2. Address (local): *same as property address*  
Phone (local): TBD
- 3. Address (corporate): *same as property address*  
Phone (corporate): *727 - 821 - 1200*
- 4. What is your business (brief description): *non profit human services*
- 5. What operations will you maintain at the proposed facility? *Food warehouse and administration*
- 6. Has your business received any Notices of Violation of environmental laws from municipal or State agencies regarding operations at your current facility? If so, explain:

*no*

7. Describe any assembly, manufacturing, machining, painting, printing or mechanical repair activities that will be part of your business operations at the proposed facility:

*none*

8. Will your employees operate electrical equipment that contains PCB's? *no*

9. Will your business operate one or more Underground Storage Tanks (UST's) at the proposed facility? *no*

10. Will your business operate on one or more Aboveground Storage Tanks (AST's) at the proposed facility? *no*

11. TENANT CHEMICAL INVENTORY AT PROPOSED FACILITY -make additional copies, if required). You may exclude small quantities of toner and other office supplies)

*na*

Chemicals (by name where available)	What will be the Average quantity on the proposed premises?	What will be the; maximum quantity on the proposed Premises?	What will be the annual quantity used?	How will the Chemical be stores?
--	---	--	--	----------------------------------

Storage Methods (use all that apply): A) 55 gallon drum; B) 20 gallon drum; C) 2-5 gallon pallet/container; D) bulk dry packages; E) cartoned small containers (less than 2 gallons or 10

pounds) on pallets; F) on floor; G) on racks; H) Underground Storage Tank (UST); I) Above Ground Storage Tank (AST); J) other (please describe).

12. Describe any pollution control equipment that will be used at the proposed facility (example: paint spray booth, fume hood, wastewater treatment).

na

13. Will your operations generate any chemical wastes that require special disposal? (example: waste oil, waste solvent)

no

How will the chemical wastes be stored on-site?

na

How will the wastes be disposed? (example: recycled, landfilled, incinerated)

na

14. Does your business have an EPA Hazardous Waste Generator ID Number?

na

15. What spill prevention and containment measures will be in place for the chemicals and wastes stored at the proposed facility? (describe briefly)

na

16. Does your business have an Emergency Response or Contingency Plan in place in the event of a chemical incident (please provide a copy)

na

17. Does your business have any type of Hazardous Materials training program for your employees? (describe briefly):

na

18. Do you have copies of all Material Safety Data Sheets (MSDS) at your facility for the chemicals listed in question #7? (Please provide copies):

na

19. Does your business carry environmental insurance coverage in the event of a chemical incident?

na

20. Will you be required to make filings and notices or obtain permits as required by Federal and/or State regulations for the operations at the proposed facility? Specifically:

a. SARA Title III Section 312 (Tier II) reports

(> 10,000 lbs. of hazardous materials STORED at any one time)

b. SARA Title III Section 313 (Tier III) Form R reports

(> 10,000 lbs. of hazardous materials USED per year)

c. NPDES or SPDES Stormwater Discharge permit

(answer "No" if " No-Exposure Certification" filed)

na

21. This form was prepared by the undersigned as a complete and correct description of Tenant's proposed operations at the location noted, and the Landlord may rely on this information.

  
Signature

Jennifer Yeagley  
Print Name

3/21/22  
Date



863 3<sup>rd</sup> Ave. N  
St. Petersburg, FL 33701

P: 727.821.1200  
F: 727.821.9263

[www.thespfc.org](http://www.thespfc.org)

***Bid/Estimate 1: Cover Sheet***

The following attachment includes the estimated total of the proposed capital project from Hennessey Construction Services in the form of a condensed budget.

CSI	Division	Labor	Mat	Subs	Equip	Other	User	Total
010000	General Requirements	113,222	980	5,991	23,150	104		143,446
020000	Existing Conditions			12,208	2,500			14,708
030000	Concrete	5,200		193,570				198,770
040000	Masonry	1,440	4,800					6,240
050000	Metals	5,753	1,770	31,354				38,877
060000	Wood, Plastics, and Composites			500				500
070000	Thermal and Moisture Protection			45,225				45,225
080000	Openings			38,500				38,500
090000	Finishes			56,000				56,000
100000	Specialties			1,400				1,400
110000	Equipment	34,550	207,164	907,000				1,148,714
140000	Conveying Equipment			40,600				40,600
210000	Fire Suppression			131,040				131,040
220000	Plumbing			11,000				11,000
230000	Heating, Ventilating, and Air-Conditioning (HVAC)	26,000	40,000	325,000				391,000
260000	Electrical	178,766	81,834					260,600

DESCRIPTION	Percent of Net	
Fee	6.00 %	151,597
P&P Bond	1.00 %	25,266
GL Insurance	0.64 %	16,170
Contingency	10.00 %	252,662
Total Estimate	117.64 %	2,972,316



***Bid/Estimate 2: Cover Sheet***

The following attachment includes a consolidated document with the six competitive bids collected by Hennessey through their competitive bidding process for the walk-in cooler and freezer. The walk-in cooler and freezer is the most significant capital purchase within the construction process.

Project Name

**SPFC phase II warehouse**

Proposal Package

Walk-in cooler/freezer, overall size to be 125'x42'x18'H.  
Cooler 80'x42'x18'H.  
Freezer 45'x42'x18'H.



Date

November 18, 2022

Prepared By

John M Hess

BIDDER			FISHMAN & ASSOCIATES	IFG INNOVATIVE FOODSERVICE GROUP	COASTAL RESTAURANT EQUIPMENT	JOHNSON-LANCASTER AND ASSOCIATES INC.	ASSOCIATED FOOD EQUIPMENT & SUPPLIES	PRIME AIR CONDITIONING & REFRIGERATION INC.	
PHONE NUMBER			Office (941) 494-8800 Cell (941) 744-7449	Office (813) 239-1137 Cell (704) 281-6333	Office None Cell (813) 956-8775	Office (727) 325-7299 Cell (727) 325-7300	Office (318) 704-6097 Cell (337) 658-8842	Office (727) 527-7864 Cell (727) 432-5172	
E-MAIL			<a href="mailto:matt@fishmaninc.com">matt@fishmaninc.com</a>	<a href="mailto:twickham@the-ifg.com">twickham@the-ifg.com</a>	<a href="mailto:john@coastalrestaurantequipme nt.com">john@coastalrestaurantequipme nt.com</a>	<a href="mailto:robertm@johnson-lancaster.com">robertm@johnson-lancaster.com</a>	<a href="mailto:lbroussard@afesco.com">lbroussard@afesco.com</a>	<a href="mailto:tmeyer@myprimeair.com">tmeyer@myprimeair.com</a>	
WEB SITE			<a href="http://www.fishmaninc.com">www.fishmaninc.com</a>	<a href="http://www.the-ifg.com">www.the-ifg.com</a>		<a href="http://www.johnson-lancaster.com">www.johnson-lancaster.com</a>	<a href="http://www.afesco.com">www.afesco.com</a>		
POC			Matt Andrus	Thomas Wickham	John Cafferata	Robert McCann	Lauren Broussard	Tom Meyer	
BASE BID	Qty	Unit	Received	Received	Received	Received	Received	Received Budget	
Walk-in cooler/freezer, overall size to be 125'x42'x18'H								\$ 1,060,290.00	
MATERIAL	1	Ls	\$ 734,920	\$ 778,003	\$ 701,000	\$ 717,187	\$ 711,000	\$ -	
INSTALLATION	1	Ls	\$ 102,802	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ -	
FREIGHT / DELIVERY	1	Ls	\$ 18,750	\$ 40,000	\$ 40,800	\$ 40,000	\$ 34,000	\$ -	
TAX	1	Ls	\$ 51,444	\$ 54,460	\$ 49,070	\$ 50,203	\$ 49,770	\$ -	
<b>Base Total</b>			<b>\$ 907,916</b>	<b>\$ 992,463</b>	<b>\$ 910,870</b>	<b>\$ 927,390</b>	<b>\$ 914,770</b>	<b>\$ 1,060,290</b>	<b>\$ -</b>
<b>Scope Adjustments</b>			None	None	None	None	None	None	
<b>ADJUSTED TOTAL</b>			<b>\$ 907,916</b>	<b>\$ 992,463</b>	<b>\$ 910,870</b>	<b>\$ 927,390</b>	<b>\$ 914,770</b>	<b>\$ 1,060,290</b>	<b>\$ -</b>

Walk-in cooler/freezer, overall size to be 125'x42'x18'H.  
Cooler to be 80'x42'x18'H. Freezer to be 45'x42'x18'H.  
Cooler to be 34 degree holding temperature. Freezer to be -10 degree holding temperature.  
The Walk-in cooler/freezer to include 2 manual horizon 8' doors, 2 personal doors, 3 refrigeration systems on the cooler, 2 refrigeration systems on the freezer (208 volt/60 cycle/3 phase), 5" thick IMP for walls and ceiling, 4" of 600psi under slab floor insulation.

*Contract: Cover Sheet*

The following attachment includes SPFC's contract with Hennessey Construction Services. The current contract includes the construction of the administrative office space. Once the plan sets are finalized for the food warehouse, an addendum will be added to this contract including the food warehouse scope of work. Plan sets are on target to be submitted for permitting on 2/1/2023, with a notice to proceed expected by 3/15/2023. All parties are in agreement that once plan sets are approved, an addendum will be added and executed immediately.

 **AIA**® Document A102™ – 2017

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

AGREEMENT made as of the Twentieth day of July in the year 2022  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

St. Petersburg Free Clinic  
863 3rd Avenue North  
St. Petersburg, FL 33712  
Telephone Number: 727-821-1200

and the Contractor:  
(Name, legal status, address and other information)

Hennessy Construction Services Corp  
2300 22nd Street North  
St. Petersburg, FL 33713  
Telephone Number: 727-821-3223  
Fax Number: 727-822-5726

for the following Project:  
(Name, location and detailed description)

St. Pete Free Clinic  
2392 31st Street South  
St. Petersburg, FL 33712

Minor interior office renovation

The Architect:  
(Name, legal status, address and other information)

EMPAD ARCHITECTURE, General Corporation  
1901 Ulmerton Road; Suite 195  
Clearwater, FL 33762  
Telephone Number: 727-570-9506

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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(1163086408)

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 RELATIONSHIP OF THE PARTIES
- 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 5 CONTRACT SUM
- 6 CHANGES IN THE WORK
- 7 COSTS TO BE REIMBURSED
- 8 COSTS NOT TO BE REIMBURSED
- 9 DISCOUNTS, REBATES AND REFUNDS
- 10 SUBCONTRACTS AND OTHER AGREEMENTS
- 11 ACCOUNTING RECORDS
- 12 PAYMENTS
- 13 DISPUTE RESOLUTION
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- 15 MISCELLANEOUS PROVISIONS
- 16 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's

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User Notes:

(1163086408)

interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

#### ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

1. A fully-executed copy of this Agreement;
2. All Permits required for construction of the Project, except that this condition shall be deemed satisfied if the Contractor is solely responsible for the delay of the receipt of any such permits; and;
3. A filed and recorded Notice of Commencement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than Seventy ( 70 ) calendar days from the date of commencement of the Work.
- By the following date:

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

#### ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

The Contractor's Fee shall be Six Percent (6.00%) of the Cost of the Work.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

The Contractor's Fee for changes in the Work shall be Six Percent (6.00%) of the Work.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

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User Notes:

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Subcontractor's overhead and profit for increases in the cost of the portion of the Work shall be limited to Ten Percent (10.00%) overhead and Five Percent (5.00%) profit.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed percent ( %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 5.1.6 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

§ 5.1.7 Other:  
*(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)*

**§ 5.2 Guaranteed Maximum Price**

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Two-Hundred Fifty Thousand, Eight Hundred Sixty Eight Dollars and 00/100 (\$ 250,868.00 ), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

**§ 5.2.2 Alternates**

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:  
*(Identify each allowance.)*

Item	Price
------	-------

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:  
*(Identify each assumption.)*

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents

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and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

#### ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

#### ARTICLE 7 COSTS TO BE REIMBURSED

##### § 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

##### § 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*

§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

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§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

**§ 7.3 Subcontract Costs**

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

**§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

**§ 7.6 Miscellaneous Costs**

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

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§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

#### § 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.

#### § 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the

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related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

#### **ARTICLE 8 COSTS NOT TO BE REIMBURSED**

§ 8.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Contractor's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Article 7;
- .5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Article 7; and
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

#### **ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS**

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS**

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

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§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

#### ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

#### ARTICLE 12 PAYMENTS

##### § 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen ( 15 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

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§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 12.1.8.

#### § 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

10.00%

§ 12.1.8.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)*

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Once project reaches 50% completion, retainage amount shall be reduced to 5.00% until final completion

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

## § 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201-2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request

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for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

%

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: *(Check the appropriate box.)*

- Arbitration pursuant to Section 15 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

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## ARTICLE 14 TERMINATION OR SUSPENSION

### § 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

### § 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201-2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

### § 14.1.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:  
*(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

## § 14.2 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

## ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:

*(Name, address, email address and other information)*

Jennifer Yeagley, Chief Executive Officer  
863 3rd Avenue North  
St. Petersburg, FL 33712  
Telephone Number: 727-821-1200 x117

Init.

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User Notes:

(1349412441)



§ 15.3 The Contractor's representative:  
*(Name, address, email address and other information)*

Mark J. Stalker, President  
 2300 22<sup>nd</sup> Street North  
 St. Petersburg, FL 33713  
 Office 727-821-3223  
 Mobile Number: 727-463-0600  
 Email Address: mstalker@hcsfl.com

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds

§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide bonds as set forth in AIA Document A102™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 15.7 Other provisions:

**ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS**

§ 16.1 This Agreement is comprised of the following documents:

- .1 AIA Document A102™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A102™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

- EXHIBIT 'A' Estimate
- EXHIBIT 'B' Drawing Log
- EXHIBIT 'C' Bid Qualifications
- EXHIBIT 'D' Door & Window Matrices
- EXHIBIT 'E' Construction Schedule

Number	Title	Date
.6	Specifications	

Section	Title	Date	Pages
.7	Addenda, if any:		

Init.

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User Notes:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:  
(Check all boxes that apply.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

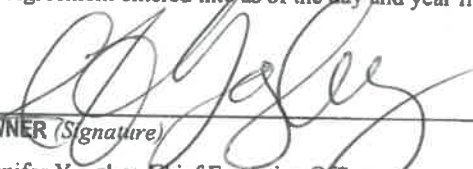
Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201--2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

  
 \_\_\_\_\_  
 OWNER (Signature)  
 Jennifer Yeagley, Chief Executive Officer  
 (Printed name and title)


  
 \_\_\_\_\_  
 CONTRACTOR (Signature)  
 Mark J. Stalker, President  
 (Printed name and title)



EXHIBIT 'A'

PROJECT NAME: SPC Warehouse Reno 2022 Interior Estimate

Div	Scope	Details	Item	Qty	Unit	Prod		Labor		Material		Subcontract		Equipment		TOTAL
						Hr/Wk	Hours	\$/Hr	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	
1	GENERAL CONDITIONS															
1100		Project Manager, Cell, Vehicle (\$2,724.90/wk) Pre	1.00	week	12	12	\$68.12	\$817	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$817
1100		Project Manager, Cell, Vehicle (\$2,724.90/wk) Const	10.00	week	12	120	\$68.12	\$8,174	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$8,174
1120		Project Manager, Cell, Vehicle (\$2,724.90/wk) Post	1.00	week	12	12	\$68.12	\$817	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$817
1120		Superintendent, Cell, Vehicle (\$2,244.92/wk) Pre	1.00	week	40	40	\$56.12	\$2,245	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$2,245
1120		Superintendent, Cell, Vehicle (\$2,244.92/wk) Const	10.00	week	40	400	\$56.12	\$22,448	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$22,448
1120		Superintendent, Cell, Vehicle (\$2,244.92/wk) Post	0.00	week	40	0	\$56.12	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1130		Safety Director, Cell, Vehicle (\$4412.73/wk) Con	10.00	week	2	20	\$110.32	\$2,206	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$2,206
1200		Air Card PM & Sup't	0.00	month	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1210		Temporary Electricity	0.00	nic	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1215		Final Electricity	0.00	nic	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1300		Temporary Water	0.00	nic	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1310		Construction Office	0.00	nic	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1310		Construction Storage Trailer (Not Required)	0.00	nic	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1320		Drop Off, Leveling & Pickup Trailer (In Office Cost)	0.00	sum	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1340		Temporary Toilets (1 Toilet)	0.00	month	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1350		Temporary Fencing	0.00	hr	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1400		Surveying - Building Elev. & Corners	0.00	hr	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1420		Materials Testing Services (Not Required)	1.00	sum	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1425		Building Permits (By Owner)	0.00	nic	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1500		Impact Fees (By Owner)	0.00	nic	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1525		Daily Construction Cleanup	15.00	week	16	240	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1550		Final Clean & Glass Cleaning	10.00	each	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
1600		Construction Blueprinting	8,506.00	sqft	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.35	\$2,977	\$0	\$4,500
1650		Project Signage	0.00	sum	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$2,977
1700		Gasoline	0.00	month	0	0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0	\$0	\$0
<b>TOTAL DIVISION 1 GENERAL CONDITIONS</b>																<b>\$46,416</b>

**PROJECT NAME: SPFC Warehouse Reno 2022 Interior Estimate**

Div	Scope	Details	Item	Qty	Unit	Unit Cost	Labor	Material	Subcontract	Equipment	TOTAL
							Amount	Amount	Amount	Amount	Amount
<b>1 GENERAL CONDITIONS</b>											
	1000	General Conditions (From Worksheet)		1.00	lsun						\$46,416
<b>TOTAL DIVISION 1 GENERAL CONDITIONS</b>											
<b>2 DEMOLITION &amp; SITE</b>											
		Demo of Flooring		1.00	lsun	\$0.00	\$0	\$0.00	\$0	\$0	\$0
		Misc Demo (Adrian) Laborers & Equipment		1.00	lsun	\$0.00	\$0	\$0.00	\$4,872	\$0.00	\$4,872
		Termite Treatment		1.00	lsun	\$0.00	\$0	\$0.46	\$1,500.00	\$5,000.00	\$6,500
<b>TOTAL DIVISION 2 DEMOLITION &amp; SITE</b>											
<b>3 CONCRETE</b>											
		Concrete - Slab on Grade (Trench Pour Backs)		1.00	yds	\$0.00	\$0	\$0.00	\$500.00	\$500	\$500
<b>TOTAL DIVISION 3 CONCRETE</b>											
<b>4 MASONRY</b>											
		TOTAL DIVISION 4 MASONRY		0.00	lsun	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0
<b>5 STEEL</b>											
		TOTAL DIVISION 5 STEEL		0.00	ea.	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0
<b>6 WOODS &amp; PLASTICS</b>											
		Cabinets & Counters (see breakdown)		1.00	lsun	\$0.00	\$0	\$0.00	\$15,000.00	\$15,000	\$15,000
		TOTAL DIVISION 6 WOODS & PLASTICS		0.00	lsun	\$0.00	\$0	\$0.00	\$0	\$0.00	\$0
<b>7 THERMAL &amp; MOISTURE</b>											
		TOTAL DIVISION 7 THERMAL & MOISTURE		0.00	sq	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0
<b>8 DOORS &amp; WINDOWS</b>											
		Frames, Doors & Hardware (Relocate Existing)		1.00	ea.	\$0.00	\$0	\$0.00	\$1,500.00	\$1,500	\$1,500
		Frames, Doors & Hardware (New)		1.00	ea.	\$0.00	\$0	\$0.00	\$6,360.00	\$6,360	\$6,360
		Storefront Glass, Doors & Hdwr (New@ Conf Rm)		1.00	ea.	\$0.00	\$0	\$0.00	\$7,750.00	\$7,750	\$7,750

**PROJECT NAME: SPFC Warehouse Reno 2022 Interior Estimate**

Div	Scope	Details	Item	Qty	Unit	Labor		Material		Subcontract		Equipment		TOTAL Amount
						Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	
		Storefront Glass, Door and Glazing & 3 Alum wind		1.00	ea.	\$0.00	\$0.00	\$0	\$0	\$975.00	\$975	\$0.00	\$0	\$975
		Hollow Metal Windows (Fire like glass only)		1.00	ea.	\$0.00	\$0.00	\$0	\$0	\$4,175.00	\$4,175	\$0.00	\$0	\$4,175
		<b>TOTAL DIVISION 8 DOORS &amp; WINDOWS</b>												<b>\$20,760</b>
<b>9</b>		<b>FINISHES</b>												
		Metal Stud & Drywall		1.00	ea.	\$0.00	\$0.00	\$0	\$0	\$27,270.00	\$27,270	\$0.00	\$0	\$27,270
		HCS M/S & D/W Adrian to Date		1.00	ea.	\$0.00	\$0.00	\$0	\$0	\$1,000.00	\$1,000	\$0.00	\$0	\$1,000
		ACT Cg Repairs		1.00	lnft	\$0.00	\$0.00	\$0	\$0	Incl.	\$0	\$0.00	\$0	\$0
		Painting		1.00	lsqm	\$0.00	\$0.00	\$0	\$0	\$9,800.00	\$9,800	\$0.00	\$0	\$9,800
		Flooring		1.00	lsqm	\$0.00	\$0.00	\$0	\$0	\$49,559.00	\$49,559	\$0.00	\$0	\$49,559
		<b>TOTAL DIVISION 9 FINISHES</b>												<b>\$87,629</b>
<b>10</b>		<b>SPECIALTIES</b>												
		Toilet Accessories		1.00	lsqm	\$0.00	\$0.00	\$0	\$0	\$6,880.00	\$6,880	\$0.00	\$0	\$6,880
		FE Cabinets		1.00	lsqm	\$0.00	\$0.00	\$0	\$0	\$325.00	\$325	\$0.00	\$0	\$325
		<b>TOTAL DIVISION 10 SPECIALTIES</b>												<b>\$7,205</b>
<b>11</b>		<b>EQUIPMENT</b>												
		<b>TOTAL DIVISION 11 EQUIPMENT</b>												<b>\$0</b>
<b>12</b>		<b>FURNISHINGS</b>												
		<b>TOTAL DIVISION 12 FURNISHINGS</b>												<b>\$0</b>
<b>13</b>		<b>SPECIAL CONSTRUCTION</b>												
		<b>TOTAL DIVISION 13 SPECIAL CONSTRUCTION</b>												<b>\$0</b>
<b>14</b>		<b>LIFT EQUIPMENT</b>												
		<b>TOTAL DIVISION 14 LIFT EQUIPMENT</b>												<b>\$0</b>
<b>15</b>		<b>MECHANICAL</b>												
		Plumbing (Plug)		1.00	lsqm	\$0.00	\$0.00	\$0	\$0	\$5,000.00	\$5,000	\$0.00	\$0	\$5,000

**PROJECT NAME: SPFC Warehouse Reno 2022 Interior Estimate**

Div	Scope	Details	Item		Labor		Material		Subcontract		Equipment		TOTAL Amount
			Qty	Unit	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	
		Fire Sprinkler (adjust heads)	1.00	Isun	\$0.00	\$0	\$0.00	\$0	\$1,500.00	\$1,500	\$0.00	\$0	\$1,500
		HVAC Systems (Demo Comp Rm A/C)	1.00	Isun	\$0.00	\$0	\$0.00	\$0	\$3,659.00	\$3,659	\$0.00	\$0	\$3,659
		HVAC Systems (Relocate Grilles)	1.00	Isun	\$0.00	\$0	\$0.00	\$0	\$500.00	\$500	\$0.00	\$0	\$500
		<b>TOTAL DIVISION 15 MECHANICAL</b>											<b>\$10,659</b>
<b>16</b>	<b>ELECTRICAL</b>												
		Electrical Systems	1.00	Isun	\$0.00	\$0	\$0.00	\$0	\$13,994.00	\$13,994	\$0.00	\$0	\$13,994
		<b>TOTAL DIVISION 16 ELECTRICAL</b>											<b>\$0</b>
													<b>\$13,994</b>

**PROJECT NAME: SPFC Warehouse Reno 2022 Interior Estimate**

Div	Scope	Details	Item	Qty	Unit	Labor		Material		Subcontract		Equipment		TOTAL Amount
						Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount	Unit Cost	
<b>SUBTOTALS DIVISIONS 1 THROUGH 16</b>														
														<b>\$213,785</b>

**PROJECT NAME: SPFC Warehouse Reno 2022 Interior Estimate**

**TOTALS SHEET**

SUBTOTALS DIVISIONS 1 THROUGH 16				
BUILDER'S RISK INSURANCE		0.00%		\$0
PERFORMANCE & PAYMENT BOND W/HURRICANE PREM.		0.00%		\$0
GENERAL LIABILITY INSURANCE		0.64%		\$1,368
OVERHEAD & PROFIT		6.00%		\$12,909
CONTINGENCY		10.00%		\$22,806
<b>TOTALS</b>				<b>\$250,868</b>
<b>PROJECT SIZE</b>	<b>8,506</b>	<b>SQFT</b>	<b>COST PER UNIT:</b>	<b>\$29</b>



EXHIBIT 'B'



SPFC Skyway Warehouse Interior Renovation

7/14/22

Drawing Log

Sheet:	Dated:	Revisions:	Name:
Cover	6/16/22	0	Cover Sheet
A0.1	6/16/22	0	General & Life Safety Plan
A1.0	6/16/22	0	Floor Plans & Details
D1.0	6/16/22	0	Demo & Key Plan
SUP1.0	6/16/22	0	Interior Elevations

No Separate Specifications

EXHIBIT 'C'



SPFC Skyway Warehouse Interior Renovation

7/14/22

Bid qualifications

1. LED lighting is not included
2. Low voltage cabling is not included, raceways are included.
3. LVP or LVT throughout all interior spaces is included.
4. New and/or re-used doors, frames and hardware as shown on the drawings.
5. No permit fees included.
6. I have 10 weeks of labor figured, will adjust if we can complete quicker.
7. Cabinets and countertops included for two break areas and two conference rooms
8. Reception desk not included.
9. Glass wall and door assembly included at 2<sup>nd</sup> floor conference room.
10. New toilet accessories and plumbing fixtures included for four bathrooms.
11. Relocating water heater to cabinet space is included.
12. I have included the cost of the asbestos testing.
13. I have included 10% for contingency for construction.
14. Paint materials to be provided by SPFC, via Scott Paints.
15. Windows at rooms 112, 113, 114 provided as Aluminum/glass sized to match adjacent windows on 2<sup>nd</sup> floor.

Doors, Frames & Hardware

07/01/2022

	Room #	Dr #	Door Size	Swing	Mark	Rated	Frame	Door	Existing	Re-used	New
Entry	101	101-1	6'x7'	Double	C		H/M	Wood	X		
Entry	101	101-2	3'x7'	LH OS					X		
Reception	102		N/A								
Reception (Under stair storage)	102	102-1	3'x7'	LH IS					X		
Restroom	103		3'x7'	RH IS					X		
Restroom	104		3'x7'	LH IS					X		
Office	105		3'x7'	LH IS					X		
Open Office	107		N/A								
Office	108		3'x7'	LH OS	F	20 min	H/M	Wood			X
Office	109		3'x7'	LH OS	F	20 min	H/M	Wood			X
Office	110		3'x7'	LH OS	F	20 min	H/M	Wood			X
Storage	111		3'x7'	LH IS			H/M	Wood			X
Office	112		3'x7'	RH IS	A		H/M	Wood	X		
Office	113		3'x7'	LH IS	A		H/M	Wood		X	
Office	114		3'x7'	LH IS	A		H/M	Wood		X	
Office	115		3'x7'	RH IS	A		H/M	Wood		X	
Private office	116		3'x7'	LH IS	B		H/M	Wood		X	
Office	117	117-1	3'x7'	LH IS					X		
Office	117	117-2	3'x7'	LH IS					X		
Conference	118		N/A								
Storage	119		3'x7'	RH OS	A		H/M	Wood			X
Private Restroom	119/120		3'x7'	LH IS							
Office	201		3'x7'	LH IS					X		
Office	202		3'x7'	RH IS					X		
Office	203		3'x7'	LH IS					X		
Office	204		3'x7'	LH IS					X		
Office	205		3'x7'	LH IS					X		
Office	206		3'x7'	LH IS					X		
Office	207		3'x7'	RH IS	A		H/M	Wood			X
Office	208		6'x7'	Bi-fold			D/W	Wood		X	
Office	209		3'x7'	RH IS	A		H/M	Wood		X	
Office	210		3'x7'	LH IS	A		H/M	Wood		X	
Open Office	210		N/A								
Conference	210		3'x7'	LH OS	B		H/M or Alum?	Wood		X	
Restroom	211		3'x7'	RH IS	E		H/M	Wood		X	
Restroom	212		3'x7'	LH IS	E		H/M	Wood		X	
Break	213		N/A								
Office	214		3'x7'	LH IS					X		



SPFC Skyway Warehouse Interior Renovation

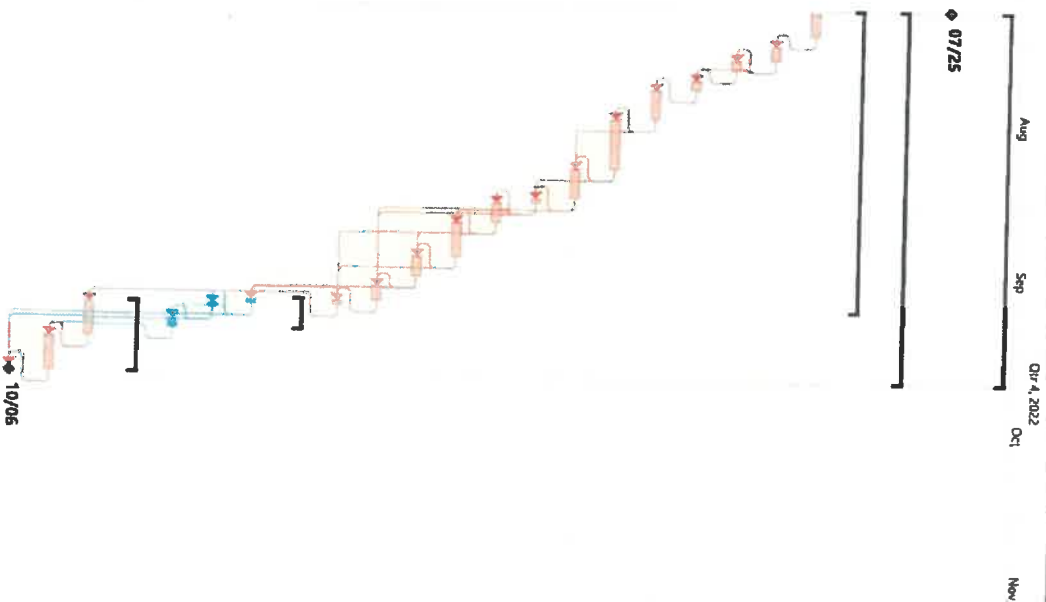
07/01/2022

Windows

	Room #	Size	Rated	New	Frame	
Office	108	60" x 36"	20 min	X	H/M	Fire Lite Glass
Office	109	60" x 36"	20 min	X	H/M	Fire Lite Glass
Office	110	60" x 36"	20 min	X	H/M	Fire Lite Glass
Office	112	26" x 40"		X	Alum	Tempered
Office	113	26" x 40"		X	Alum	Tempered
Office	114	26" x 40"		X	Alum	Tempered
Conference	210	See SUP 1.0		X	Alum	Tempered

EXHIBIT 'E'

ID	Task Name	Duration	Start	Finish	Jun	Jul	Aug	Sep	Oct	Nov
1	<b>SPFC Skyway Warehouse Interior Reno</b>	54 days	Mon 07/25/22	Thu 10/06/22						
2	<b>Pre Construction</b>	0 days	Mon 07/25/22	Mon 07/25/22						
14	<b>Construction</b>	54 days	Mon 07/25/22	Thu 10/06/22						
15	<b>Office Interior</b>	44 days	Mon 07/25/22	Thu 09/22/22						
16	Demolition	5 days	Mon 07/25/22	Fri 07/29/22						
17	Flooring Removal	3 days	Mon 08/01/22	Wed 08/03/22						
18	Computer Room A/C Demo	2 days	Thu 08/04/22	Fri 08/05/22						
19	Wall Framing	2 days	Mon 08/08/22	Tue 08/09/22						
20	MEP Rough Ins	4 days	Wed 08/10/22	Mon 08/15/22						
21	Hang, Tape & Finish Drywall	8 days	Tue 08/16/22	Thu 08/25/22						
22	Painting	4 days	Fri 08/26/22	Wed 08/31/22						
23	ACT Repairs	1 day	Thu 09/01/22	Thu 09/01/22						
24	Milwork	2 days	Fri 09/02/22	Mon 09/05/22						
25	MEP Trim Out	5 days	Tue 09/06/22	Mon 09/12/22						
26	Flooring	4 days	Tue 09/13/22	Fri 09/16/22						
27	Doors & Hardware	3 days	Mon 09/19/22	Wed 09/21/22						
28	Install Base	1 day	Thu 09/22/22	Thu 09/22/22						
29	<b>Final Inspections</b>	4 days	Thu 09/22/22	Tue 09/27/22						
30	B,M,P,E Final Inspections	1 day	Thu 09/22/22	Thu 09/22/22						
31	Fire Final Inspection	1 day	Fri 09/23/22	Fri 09/23/22						
32	Secure Certificate of Occupancy	2 days	Mon 09/26/22	Tue 09/27/22						
33	<b>Walk Thru/ Punchlist</b>	10 days	Fri 09/23/22	Thu 10/06/22						
34	Hennessy Punchlist	5 days	Fri 09/23/22	Thu 09/29/22						
35	Owner, Architect, Contractor Walk Thru & Punchlist	5 days	Fri 09/30/22	Thu 10/06/22						
36	Project Complete	0 days	Thu 10/06/22	Thu 10/06/22						



**ATTACHMENT B-3 – CAPITAL BASED BUDGET  
SUMMARY**

PROJECT NAME: \_\_\_\_\_

CONTRACTOR SFS PAYEE NAME: \_\_\_\_\_

CONTRACT PERIOD: From: \_\_\_\_\_

To: \_\_\_\_\_

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Scoping and Pre-Development					
2. Design					
3. Acquisition					
4. Construction					
5. Administration					
6. Working Capital/Reserves					
7. Other					
<b>TOTAL</b>					

Contract Number: # \_\_\_\_\_

**ATTACHMENT B-3 – CAPITAL BASED BUDGET  
DETAIL**

SCOPING AND PRE DEVELOPMENT - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

DESIGN - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

ACQUISITION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

CONSTRUCTION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_



ADMINISTRATION - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

WORKING CAPITAL/RESERVES - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

OTHER - TYPE/DESCRIPTION	ITEM # (IF APPLICABLE)	QUANTITY (IF APPLICABLE)	UNIT PRICE (IF APPLICABLE)	TOTAL
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
TOTAL				

Contract Number: # \_\_\_\_\_

**St Petersburg Free Clinic  
FY2023 Budget  
2022-2023**

<u>Revenue</u>	<b>2022-2023</b>
Contributions	4,035,000
Restricted Gifts/Grants	5,021,320
Client Contributions	90,000
Special Events Revenue	925,000
Bequests and Trusts	300,000
Other Income	290,000
Cash from PY Contributions	1,220,000
<b>Total Cash Revenue</b>	<b>11,881,320</b>
<b>Total In-Kind Revenue</b>	<b>24,600,000</b>
<b>TOTAL</b>	<b>36,481,320</b>
<u>Operating Expenses</u>	
Wages & Benefits	5,232,699
Direct Assistance	4,340,551
Program Supply Expense	185,206
Computer Expenses	157,683
Vehicle Expenses	180,582
Other Operating Expense	415,686
Special Events Expense	235,000
Insurance	252,888
Repairs & Maintenance	165,931
Other Occupancy Costs	683,874
Small Equip/Furniture	5,000
<b>Total Cash Operating Expenses</b>	<b>11,855,100</b>
<b>Total In-Kind Expense</b>	<b>24,600,000</b>
<b>TOTAL</b>	<b>36,455,100</b>

<b>NAME</b>	<b>COMMITTEE(S)</b>	<b>EMPLOYMENT/AFFILIATION</b>	<b>TERM</b>	<b>TERM END DATE</b>
Molly Auld	Health Equity	Community Volunteer	1	2025
Janet Adams, Immediate Past Chair & Chair of Community Affairs	Community Affairs, Finance, SMFF/Investments, Executive	Community Volunteer	2	2024
Lisa Brody, Vice Chair & Chair of Governance	Governance, Community Affairs, Executive	Bay Area Legal Services	1	2022
Qiana Cressman	Health Equity	American Heart Association	1	2025
Ben Diamond	Community Affairs	Diamond Law Firm	1	2025
Bob Dillinger	Community Affairs, Health Equity	Beth Dillinger Foundation	1	2025
Gary Flowers, Treasurer & Chair of Finance	Finance, Executive	YearUp	1	2024
Bonnie Hechtkopf	Community Affairs	Kobie Marketing	1	2022
Gary Hess	Community Affairs	Community Volunteer	1	2022
Greg Holden, Chair	Finance, Governance, Executive	Manning & Napier	2	2023
Liz Heinkel	Property & Capital Assets	Smith & Associates	1	2024
Amy Maguire	Governance	Community Volunteer	1	2023
Tim McMahon, Chair of Health Equity	Health Equity, Executive	BayCare St. Anthony's	2	2024
Judy Mitchell, Chair of Prop. & Cap. Assets	Property & Capital Assets, Executive	Community Volunteer	1	2022
Rev. Bobby Musengwa	Governance	Maximo Presbyterian Church	1	2025
Michael Neeb	Health Equity	Community Volunteer	1	2024
Jodi Perry	Finance	Raymond James	2	2024
Erica Roodhouse, Secretary	Governance, Executive	Trenam Law	1	2022
Bemetra Simmons	Finance	Tampa Bay Partnership	1	2024
Nadine Smith	Finance, Community Affairs	Equality Florida	2	2024
David Warner	Governance	TBAYtoday	2	2024
Jennifer Yeagley, CEO (Ex-Oficio)				

Form **990**

**Return of Organization Exempt From Income Tax**  
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-0047

**2020**

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Open to Public Inspection

**A** For the 2020 calendar year, or tax year beginning **OCT 1, 2020** and ending **SEP 30, 2021**

<b>B</b> Check if applicable:  <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>St. Petersburg Free Clinic, Inc.</b> Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite <b>863 Third Ave. N.</b> City or town, state or province, country, and ZIP or foreign postal code <b>St. Petersburg, FL 33701</b> <b>F</b> Name and address of principal officer: <b>Janet Adams</b> <b>same as C above</b>	<b>D</b> Employer identification number <b>** - ***8280</b> <b>E</b> Telephone number <b>727-821-1200 ex</b> <b>G</b> Gross receipts \$ <b>35,786,089.</b> <b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions <b>H(c)</b> Group exemption number ▶
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
<b>J</b> Website: ▶ <b>www.stpetersburgfreeclinic.org</b>		
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		
<b>L</b> Year of formation: <b>1970</b>		<b>M</b> State of legal domicile: <b>FL</b>

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b> Briefly describe the organization's mission or most significant activities: <b>St. Pete Free Clinic changes lives by providing health care, nutritious food, recovery housing,</b> <b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets. <b>3</b> Number of voting members of the governing body (Part VI, line 1a) ..... <b>3</b> <span style="float:right"><b>21</b></span> <b>4</b> Number of independent voting members of the governing body (Part VI, line 1b) ..... <b>4</b> <span style="float:right"><b>21</b></span> <b>5</b> Total number of individuals employed in calendar year 2020 (Part V, line 2a) ..... <b>5</b> <span style="float:right"><b>77</b></span> <b>6</b> Total number of volunteers (estimate if necessary) ..... <b>6</b> <span style="float:right"><b>450</b></span> <b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12 ..... <b>7a</b> <span style="float:right"><b>0.</b></span> <b>7b</b> Net unrelated business taxable income from Form 990-T, Part I, line 11 ..... <b>7b</b> <span style="float:right"><b>0.</b></span>																									
<b>Revenue</b>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th align="center">Prior Year</th> <th align="center">Current Year</th> </tr> </thead> <tbody> <tr> <td><b>8</b> Contributions and grants (Part VIII, line 1h) .....</td> <td align="right">33,512,461.</td> <td align="right">34,776,657.</td> </tr> <tr> <td><b>9</b> Program service revenue (Part VIII, line 2g) .....</td> <td align="right">0.</td> <td align="right">0.</td> </tr> <tr> <td><b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d) .....</td> <td align="right">43,874.</td> <td align="right">304,379.</td> </tr> <tr> <td><b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) .....</td> <td align="right">0.</td> <td align="right">260,134.</td> </tr> <tr> <td><b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) .....</td> <td align="right">33,556,335.</td> <td align="right">35,341,170.</td> </tr> </tbody> </table>		Prior Year	Current Year	<b>8</b> Contributions and grants (Part VIII, line 1h) .....	33,512,461.	34,776,657.	<b>9</b> Program service revenue (Part VIII, line 2g) .....	0.	0.	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d) .....	43,874.	304,379.	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e) .....	0.	260,134.	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12) .....	33,556,335.	35,341,170.							
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**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <b>Janet Adams, Chair</b> Type or print name and title	Date
<b>Paid Preparer Use Only</b>	Print/Type preparer's name <b>Mary Brown</b>	Preparer's signature 
	Firm's name ▶ <b>PDR CPAS + Advisors</b> Firm's address ▶ <b>4023 Tampa Road, Suite 2000 Oldsmar, FL 34677</b>	Date Check if self-employed <input type="checkbox"/> PTIN <b>P01892845</b> Firm's EIN ▶ <b>** - ***7531</b> Phone no. <b>727-785-4447</b>

May the IRS discuss this return with the preparer shown above? See instructions  Yes  No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: With compassion and respect, St. Pete Free Clinic changes lives by providing health care, nutritious food, recovery housing, and education for our neighbors in need.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [X] Yes [ ] No

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ 16,416,026. including grants of \$ 4,833,377.) (Revenue \$ ) Jared S. Hechtkopf Community Food Bank solicits food from all segments of the food industry, as well as from groups and individuals through food drives and individual donations. Jared's Food Bank distributes food free of charge to between 50 and 60 partner agencies throughout the community, including food pantries, shelters, community kitchens, missions, residential programs, and child care centers. Jared's Food Bank collected and distributed approximately 20.4 million pounds of food in this fiscal year. Over 72% of the food distributed through Jared's Food Bank is fresh produce, protein and dairy.

4b (Code: ) (Expenses \$ 12,577,420. including grants of \$ ) (Revenue \$ ) We Help Services addresses the social determinants of health by providing access to nutritious food, along with financial support for water and utility bills, assistance in obtaining driver's licenses, birth certificates, and other documents to secure housing and employment. A client advocate also specializes in providing in-depth navigation for individuals who need access to community services we did not provide. During fiscal year 2021, We Help supported over 231,000 individuals with food through the FRESH pantry and specialized partnerships.

4c (Code: ) (Expenses \$ 1,712,368. including grants of \$ ) (Revenue \$ ) The SPFC Health Center offers access to quality healthcare for adults aged 18 - 64 who lack health insurance and meet other income requirements, allowing them to receive primary care, as well as a range of specialty care services. What could become an emergency doesn't because of our patients' capability to connect with our providers to address their health concerns. The Health Center places particular emphasis on the management of chronic health conditions, including diabetes through the Diabetes Education management Program, our food and Lifestyle Rx Program, and a Prescription Health Program to ensure patients can access expensive medications, like insulin, at no cost. In fiscal year 2021, 5,840 patients received medical care. The Prescription Health Program provided \$2.7 million worth of prescription

4d Other program services (Describe on Schedule O.) (Expenses \$ 1,462,180. including grants of \$ ) (Revenue \$ )

4e Total program service expenses 32,167,994.

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i> .....	X	
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ? .....	X	
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i> .....		X
<b>4 Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i> .....		X
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i> .....		X
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i> .....		X
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i> .....		X
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i> .....		X
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i> .....		X
<b>10</b> Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V</i> .....	X	
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i> .....	X	
<b>b</b> Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i> .....		X
<b>c</b> Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i> .....		X
<b>d</b> Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i> .....		X
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i> .....	X	
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i> .....	X	
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i> .....		X
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i> .....	X	
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i> .....		X
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? .....		X
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i> .....		X
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i> .....		X
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i> .....		X
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i> .....		X
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i> .....	X	
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i> .....		X
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i> .....		X
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? .....		
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i> .....		X

**Part IV Checklist of Required Schedules** (continued)

	Yes	No
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i> .....	X	
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i> .....		X
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i> .....		X
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception? .....		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds? .....		
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year? .....		
<b>25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i> .....		X
<b>26</b> Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i> .....		X
<b>27</b> Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i> .....		X
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>b</b> A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>c</b> A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i> .....		X
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i> .....	X	
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i> .....		X
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i> .....		X
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i> .....		X
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i> .....		X
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i> .....	X	
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)? .....		X
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		
<b>36 Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i> .....		X
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i> .....		X
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? .....	X	

**Note:** All Form 990 filers are required to complete Schedule O

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
<b>1a</b> Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable .....		
<b>b</b> Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable .....		
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners? .....	X	



Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No checkboxes. Includes questions 2a through 16 regarding employee counts, tax returns, unrelated business income, foreign accounts, prohibited transactions, and charitable contributions.

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
	<b>1a</b> 21		
<b>b</b>	Enter the number of voting members included on line 1a, above, who are independent		
	<b>1b</b> 21		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		X
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		X
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
<b>6</b>	Did the organization have members or stockholders?		X
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?		X
<b>b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b>	The governing body?	X	
<b>b</b>	Each committee with authority to act on behalf of the governing body?	X	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates?		X
<b>b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
<b>10b</b>			
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
<b>b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
<b>c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
<b>12c</b>		X	
<b>13</b>	Did the organization have a written whistleblower policy?	X	
<b>14</b>	Did the organization have a written document retention and destruction policy?	X	
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>a</b>	The organization's CEO, Executive Director, or top management official	X	
<b>b</b>	Other officers or key employees of the organization	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
<b>b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		
<b>16b</b>			

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed **None**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **Jennifer Yeagley - 727-821-1200**  
**863 Third Avenue North, St. Petersburg, FL 33701**

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
  - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
  - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
  - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Jennifer Yeagley CEO	45.00			X				136,636.	0.	10,452.
(2) Michael Bice Interim CEO	40.00			X				36,035.	0.	2,756.
(3) Janet Adams Chair	4.00	X		X				0.	0.	0.
(4) Greg Holden Vice Chair	4.00	X		X				0.	0.	0.
(5) Marylou Bourdow Secretary	4.00	X		X				0.	0.	0.
(6) Jodi Perry Treasurer	2.00	X		X				0.	0.	0.
(7) Tim McMahon Director	1.00	X						0.	0.	0.
(8) Lisa Brody Director	1.00	X						0.	0.	0.
(9) Barbara Baccari Director	1.00	X						0.	0.	0.
(10) Kimberly Jackson Director	1.00	X						0.	0.	0.
(11) Bonnie Hecktkopf Director	1.00	X						0.	0.	0.
(12) Amy Maguire Director	1.00	X						0.	0.	0.
(13) Bert Martin Director	1.00	X						0.	0.	0.
(14) Tamara Meyer Director	1.00	X						0.	0.	0.
(15) Nadine Smith Director	1.00	X						0.	0.	0.
(16) Sarah Lind Ribeiro Director	1.00	X						0.	0.	0.
(17) William Sweeney Director	1.00	X						0.	0.	0.

**Part VII** Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(18) John Tucker Director	1.00	X					0.	0.	0.	
(19) Bill Van Law Ex-Officio	1.00	X					0.	0.	0.	
(20) Gary Hess Director	1.00	X					0.	0.	0.	
(21) David Warner Director	1.00	X					0.	0.	0.	
(22) Judy Mitchell Director	1.00	X					0.	0.	0.	
(23) Erica Smith Director	1.00	X					0.	0.	0.	
<b>1b Subtotal</b>							172,671.	0.	13,208.	
<b>c Total from continuation sheets to Part VII, Section A</b>							0.	0.	0.	
<b>d Total (add lines 1b and 1c)</b>							172,671.	0.	13,208.	

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **1**

	Yes	No
<b>3</b> Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
NONE		

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **0**

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

			(A)	(B)	(C)	(D)	
			Total revenue	Related or exempt function revenue	Unrelated business revenue	Revenue excluded from tax under sections 512 - 514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a	Federated campaigns	1a				
	b	Membership dues	1b				
	c	Fundraising events	1c				
	d	Related organizations	1d	77,423.			
	e	Government grants (contributions)	1e	486,650.			
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	34,212,584.			
	g	Noncash contributions included in lines 1a-1f	1g	\$ 22,390,013.			
	h	<b>Total.</b> Add lines 1a-1f		34,776,657.			
	Program Service Revenue	2 a		Business Code			
b							
c							
d							
e							
f		All other program service revenue					
g		<b>Total.</b> Add lines 2a-2f					
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)		14,291.		14,291.	
	4	Income from investment of tax-exempt bond proceeds					
	5	Royalties					
	6 a	Gross rents	(i) Real				
			(ii) Personal				
	6 b	Less: rental expenses					
	6 c	Rental income or (loss)					
	d	Net rental income or (loss)					
	7 a	Gross amount from sales of assets other than inventory	(i) Securities				
			(ii) Other		731,433.		
	7 b	Less: cost or other basis and sales expenses		441,345.			
	7 c	Gain or (loss)		290,088.			
d	Net gain or (loss)		290,088.	290,088.			
8 a	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18						
		8a	263,708.				
8 b	Less: direct expenses		3,574.				
c	Net income or (loss) from fundraising events		260,134.		260,134.		
9 a	Gross income from gaming activities. See Part IV, line 19						
		9a					
9 b	Less: direct expenses						
c	Net income or (loss) from gaming activities						
10 a	Gross sales of inventory, less returns and allowances						
		10a					
10 b	Less: cost of goods sold						
c	Net income or (loss) from sales of inventory						
Miscellaneous Revenue	11 a		Business Code				
	b						
	c						
	d	All other revenue					
	e	<b>Total.</b> Add lines 11a-11d					
12	<b>Total revenue.</b> See instructions		35,341,170.	290,088.	0.	274,425.	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22	4,833,377.	4,833,377.		
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	172,672.	62,162.	62,162.	48,348.
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	3,076,459.	2,455,579.	172,394.	448,486.
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	485,378.	325,475.	90,668.	69,235.
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	105,539.	64,018.	24,931.	16,590.
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch O.)	67,936.	18,309.	19,543.	30,084.
12 Advertising and promotion	108,585.	35.		108,550.
13 Office expenses	103,681.	63,232.	5,602.	34,847.
14 Information technology	226,052.	156,280.	48,095.	21,677.
15 Royalties				
16 Occupancy	502,062.	448,941.	22,500.	30,621.
17 Travel	199,589.	199,506.		83.
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	603,963.	592,077.	5,943.	5,943.
23 Insurance	117,166.	100,710.	6,615.	9,841.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <b>Donated food distribute</b>	22,452,860.	22,452,860.		
b <b>Program Supplies</b>	364,606.	346,893.	6,136.	11,577.
c <b>Training</b>	59,285.	37,883.	5,986.	15,416.
d <b>Fees &amp; Licenses</b>	48,311.	10,657.	7,418.	30,236.
e All other expenses				
<b>25 Total functional expenses.</b> Add lines 1 through 24e	33,527,521.	32,167,994.	477,993.	881,534.
<b>26 Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here  if following SOP 98-2 (ASC 958-720)

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A)		(B)
		Beginning of year		End of year
<b>Assets</b>	<b>1</b> Cash - non-interest-bearing .....	4,446,898.	<b>1</b>	5,759,472.
	<b>2</b> Savings and temporary cash investments .....		<b>2</b>	
	<b>3</b> Pledges and grants receivable, net .....	1,930,070.	<b>3</b>	1,858,159.
	<b>4</b> Accounts receivable, net .....	3,022,772.	<b>4</b>	4,210,927.
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons .....		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) .....		<b>6</b>	
	<b>7</b> Notes and loans receivable, net .....		<b>7</b>	
	<b>8</b> Inventories for sale or use .....	326,840.	<b>8</b>	342,637.
	<b>9</b> Prepaid expenses and deferred charges .....	57,255.	<b>9</b>	146,999.
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D .....	<b>10a</b> 12,792,042.		
	<b>b</b> Less: accumulated depreciation .....	<b>10b</b> 2,650,506.	10,028,904.	<b>10c</b> 10,141,536.
	<b>11</b> Investments - publicly traded securities .....	180,534.	<b>11</b>	211,065.
	<b>12</b> Investments - other securities. See Part IV, line 11 .....		<b>12</b>	
	<b>13</b> Investments - program-related. See Part IV, line 11 .....		<b>13</b>	
	<b>14</b> Intangible assets .....		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 .....	1,207,301.	<b>15</b>	555,231.
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 33) .....	21,200,574.	<b>16</b>	23,226,026.	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses .....	593,583.	<b>17</b>	402,719.
	<b>18</b> Grants payable .....		<b>18</b>	
	<b>19</b> Deferred revenue .....	285,590.	<b>19</b>	284,742.
	<b>20</b> Tax-exempt bond liabilities .....		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D .....		<b>21</b>	
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons .....		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties .....	486,650.	<b>23</b>	569,635.
	<b>24</b> Unsecured notes and loans payable to unrelated third parties .....		<b>24</b>	
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D .....	94,852.	<b>25</b>	89,955.
	<b>26 Total liabilities.</b> Add lines 17 through 25 .....	1,460,675.	<b>26</b>	1,347,051.
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions .....	11,659,053.	<b>27</b>	14,093,949.
	<b>28</b> Net assets with donor restrictions .....	8,080,846.	<b>28</b>	7,785,026.
	<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds .....		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund .....		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds .....		<b>31</b>	
	<b>32</b> Total net assets or fund balances .....	19,739,899.	<b>32</b>	21,878,975.
<b>33</b> Total liabilities and net assets/fund balances .....	21,200,574.	<b>33</b>	23,226,026.	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	35,341,170.
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	33,527,521.
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	1,813,649.
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	19,739,899.
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	96,692.
<b>6</b>	Donated services and use of facilities	<b>6</b>	228,735.
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	0.
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	21,878,975.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
<b>1</b> Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
<b>2a</b> Were the organization's financial statements compiled or reviewed by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
<b>b</b> Were the organization's financial statements audited by an independent accountant? _____ If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input checked="" type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
<b>c</b> If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? _____ If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
<b>3a</b> As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133? _____	X	
<b>b</b> If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits _____	X	





**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....	12,681,413.	18,269,703.	23,467,291.	33,512,461.	34,807,391.	122,738,259.
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge ...						
<b>4 Total.</b> Add lines 1 through 3 .....	12,681,413.	18,269,703.	23,467,291.	33,512,461.	34,807,391.	122,738,259.
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) .....						
<b>6 Public support.</b> Subtract line 5 from line 4.						122,738,259.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
<b>7</b> Amounts from line 4 .....	12,681,413.	18,269,703.	23,467,291.	33,512,461.	34,807,391.	122,738,259.
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources ...	9,454.	31,648.	48,615.	43,874.	14,291.	147,882.
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on ...						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>11 Total support.</b> Add lines 7 through 10						122,886,141.

**12** Gross receipts from related activities, etc. (see instructions) ..... **12**

**13 First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** .....

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2020 (line 6, column (f), divided by line 11, column (f)).....	<b>14</b>	99.88 %
<b>15</b> Public support percentage from 2019 Schedule A, Part II, line 14 .....	<b>15</b>	99.85 %

**16a 33 1/3% support test - 2020.** If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization .....

**b 33 1/3% support test - 2019.** If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization .....

**17a 10% -facts-and-circumstances test - 2020.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization .....

**b 10% -facts-and-circumstances test - 2019.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization .....

**18 Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions .....

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") .....						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose .....						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513 .....						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf .....						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge .....						
<b>6 Total.</b> Add lines 1 through 5 .....						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons .....						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year .....						
<b>c</b> Add lines 7a and 7b .....						
<b>8 Public support.</b> (Subtract line 7c from line 6.)						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2016	(b) 2017	(c) 2018	(d) 2019	(e) 2020	(f) Total
<b>9</b> Amounts from line 6 .....						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources .....						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 .....						
<b>c</b> Add lines 10a and 10b .....						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on .....						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) .....						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.)						

**14 First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2020 (line 8, column (f), divided by line 13, column (f)) .....	<b>15</b>	%
<b>16</b> Public support percentage from 2019 Schedule A, Part III, line 15 .....	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2020 (line 10c, column (f), divided by line 13, column (f)) .....	<b>17</b>	%
<b>18</b> Investment income percentage from 2019 Schedule A, Part III, line 17 .....	<b>18</b>	%

**19a 33 1/3% support tests - 2020.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**b 33 1/3% support tests - 2019.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
<b>1</b> Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
<b>2</b> Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
<b>3a</b> Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer lines 3b and 3c below.</i>		
<b>b</b> Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
<b>c</b> Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
<b>4a</b> Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.</i>		
<b>b</b> Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
<b>c</b> Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
<b>5a</b> Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
<b>b Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
<b>c Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
<b>6</b> Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
<b>7</b> Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>8</b> Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
<b>9a</b> Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
<b>b</b> Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>c</b> Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
<b>10a</b> Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer line 10b below.</i>		
<b>b</b> Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** (continued)

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in lines 11b and 11c below, the governing body of a supported organization?		
<b>11a</b>		
<b>b</b> A family member of a person described in line 11a above?		
<b>11b</b>		
<b>c</b> A 35% controlled entity of a person described in line 11a or 11b above? If "Yes" to line 11a, 11b, or 11c, provide detail in <b>Part VI</b> .		
<b>11c</b>		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? If "No," describe in <b>Part VI</b> how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
<b>1</b>		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in <b>Part VI</b> how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		
<b>2</b>		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in <b>Part VI</b> how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		
<b>1</b>		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>1</b>		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in <b>Part VI</b> how the organization maintained a close and continuous working relationship with the supported organization(s).		
<b>2</b>		
<b>3</b> By reason of the relationship described in line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in <b>Part VI</b> the role the organization's supported organizations played in this regard.		
<b>3</b>		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).			
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.			
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.			
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in <b>Part VI</b> how you supported a governmental entity (see instructions).			
<b>2</b> Activities Test. Answer lines 2a and 2b below.			
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in <b>Part VI</b> identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		Yes	No
<b>2a</b>			
<b>b</b> Did the activities described in line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in <b>Part VI</b> the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.			
<b>2b</b>			
<b>3</b> Parent of Supported Organizations. Answer lines 3a and 3b below.			
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? If "Yes" or "No" provide details in <b>Part VI</b> .			
<b>3a</b>			
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in <b>Part VI</b> the role played by the organization in this regard.			
<b>3b</b>			

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

**1**  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). See instructions.  
All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A - Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b>	Net short-term capital gain	<b>1</b>	
<b>2</b>	Recoveries of prior-year distributions	<b>2</b>	
<b>3</b>	Other gross income (see instructions)	<b>3</b>	
<b>4</b>	Add lines 1 through 3.	<b>4</b>	
<b>5</b>	Depreciation and depletion	<b>5</b>	
<b>6</b>	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	<b>6</b>	
<b>7</b>	Other expenses (see instructions)	<b>7</b>	
<b>8</b>	<b>Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	<b>8</b>	

<b>Section B - Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b>	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
<b>a</b>	Average monthly value of securities	<b>1a</b>	
<b>b</b>	Average monthly cash balances	<b>1b</b>	
<b>c</b>	Fair market value of other non-exempt-use assets	<b>1c</b>	
<b>d</b>	<b>Total</b> (add lines 1a, 1b, and 1c)	<b>1d</b>	
<b>e</b>	<b>Discount</b> claimed for blockage or other factors (explain in detail in Part VI):		
<b>2</b>	Acquisition indebtedness applicable to non-exempt-use assets	<b>2</b>	
<b>3</b>	Subtract line 2 from line 1d.	<b>3</b>	
<b>4</b>	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	<b>4</b>	
<b>5</b>	Net value of non-exempt-use assets (subtract line 4 from line 3)	<b>5</b>	
<b>6</b>	Multiply line 5 by 0.035.	<b>6</b>	
<b>7</b>	Recoveries of prior-year distributions	<b>7</b>	
<b>8</b>	<b>Minimum Asset Amount</b> (add line 7 to line 6)	<b>8</b>	

<b>Section C - Distributable Amount</b>			Current Year
<b>1</b>	Adjusted net income for prior year (from Section A, line 8, column A)	<b>1</b>	
<b>2</b>	Enter 0.85 of line 1.	<b>2</b>	
<b>3</b>	Minimum asset amount for prior year (from Section B, line 8, column A)	<b>3</b>	
<b>4</b>	Enter greater of line 2 or line 3.	<b>4</b>	
<b>5</b>	Income tax imposed in prior year	<b>5</b>	
<b>6</b>	<b>Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	<b>6</b>	
<b>7</b>	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** (continued)

<b>Section D - Distributions</b>		<b>Current Year</b>
<b>1</b>	Amounts paid to supported organizations to accomplish exempt purposes	<b>1</b>
<b>2</b>	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	<b>2</b>
<b>3</b>	Administrative expenses paid to accomplish exempt purposes of supported organizations	<b>3</b>
<b>4</b>	Amounts paid to acquire exempt-use assets	<b>4</b>
<b>5</b>	Qualified set-aside amounts (prior IRS approval required - <i>provide details in Part VI</i> )	<b>5</b>
<b>6</b>	Other distributions ( <i>describe in Part VI</i> ). See instructions.	<b>6</b>
<b>7</b>	<b>Total annual distributions.</b> Add lines 1 through 6.	<b>7</b>
<b>8</b>	Distributions to attentive supported organizations to which the organization is responsive ( <i>provide details in Part VI</i> ). See instructions.	<b>8</b>
<b>9</b>	Distributable amount for 2020 from Section C, line 6	<b>9</b>
<b>10</b>	Line 8 amount divided by line 9 amount	<b>10</b>

<b>Section E - Distribution Allocations</b> (see instructions)	<b>(i) Excess Distributions</b>	<b>(ii) Underdistributions Pre-2020</b>	<b>(iii) Distributable Amount for 2020</b>
<b>1</b> Distributable amount for 2020 from Section C, line 6			
<b>2</b> Underdistributions, if any, for years prior to 2020 (reasonable cause required - <i>explain in Part VI</i> ). See instructions.			
<b>3</b> Excess distributions carryover, if any, to 2020			
<b>a</b> From 2015			
<b>b</b> From 2016			
<b>c</b> From 2017			
<b>d</b> From 2018			
<b>e</b> From 2019			
<b>f</b> <b>Total</b> of lines 3a through 3e			
<b>g</b> Applied to underdistributions of prior years			
<b>h</b> Applied to 2020 distributable amount			
<b>i</b> Carryover from 2015 not applied (see instructions)			
<b>j</b> Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
<b>4</b> Distributions for 2020 from Section D, line 7: \$			
<b>a</b> Applied to underdistributions of prior years			
<b>b</b> Applied to 2020 distributable amount			
<b>c</b> Remainder. Subtract lines 4a and 4b from line 4.			
<b>5</b> Remaining underdistributions for years prior to 2020, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
<b>6</b> Remaining underdistributions for 2020. Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
<b>7</b> <b>Excess distributions carryover to 2021.</b> Add lines 3j and 4c.			
<b>8</b> Breakdown of line 7:			
<b>a</b> Excess from 2016			
<b>b</b> Excess from 2017			
<b>c</b> Excess from 2018			
<b>d</b> Excess from 2019			
<b>e</b> Excess from 2020			

**Part VI** **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

Public Disclosure Copy



**Schedule B**

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury  
Internal Revenue Service

**Schedule of Contributors**

▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2020**

Name of the organization

St. Petersburg Free Clinic, Inc.

Employer identification number

\*\* - \*\*\*8280

Organization type (check one):

**Filers of:**

**Section:**

Form 990 or 990-EZ

501(c)( 3 ) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

**Note:** Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

**General Rule**

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

**Special Rules**

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (1) \$5,000; or (2) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 exclusively for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ..... ▶ \$ \_\_\_\_\_

**Caution:** An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Name of organization  <b>St. Petersburg Free Clinic, Inc.</b>	Employer identification number  <b>** - ***8280</b>
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**Part I Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	<hr/> <hr/> <hr/>	\$ 1,421,164.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	<hr/> <hr/> <hr/>	\$ 3,071,253.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	<hr/> <hr/> <hr/>	\$ 2,768,432.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
	<hr/> <hr/> <hr/>	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Public Disclosure Copy

Name of organization  <b>St. Petersburg Free Clinic, Inc.</b>	Employer identification number  <b>** - ***8280</b>
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**Part II Noncash Property** (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____

Public Disclosure Copy

Name of organization  <b>St. Petersburg Free Clinic, Inc.</b>	Employer identification number  <b>** - *** 8280</b>
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**Part III** Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ \_\_\_\_\_  
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
<b>(e) Transfer of gift</b>			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

Public Disclosure Copy

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.

Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

Name of the organization: St. Petersburg Free Clinic, Inc. Employer identification number: \*\* - \*\*\* 8280

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include total number at end of year, aggregate value of contributions, grants, and end of year, and two yes/no questions about donor property and grant fund usage.

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include purpose of easements, number of easements, acreage, and monitoring expenses, and two yes/no questions about monitoring policy and requirements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 3 columns: Question, (a) Donor advised funds, (b) Funds and other accounts. Rows include questions about reporting art and historical treasures and amounts of revenue and assets.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** (continued)

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other \_\_\_\_\_
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements.** Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- |                                 | Amount |
|---------------------------------|--------|
| c Beginning balance             | 1c     |
| d Additions during the year     | 1d     |
| e Distributions during the year | 1e     |
| f Ending balance                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.** Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance	1,014,575.	1,123,200.	1,102,600.	1,102,600.	1,102,600.
b Contributions	51,739.	91,375.	20,600.		
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs	-200,000.	-200,000.			
f Administrative expenses					
g End of year balance	866,314.	1,014,575.	1,123,200.	1,102,600.	1,102,600.

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment \_\_\_\_\_ %
  - b Permanent endowment \_\_\_\_\_ %
  - c Term endowment \_\_\_\_\_ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |                             | Yes | No |
|-----------------------------|-----|----|
| (i) Unrelated organizations |     | X  |
| (ii) Related organizations  | X   |    |
- b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land		1,698,135.		1,698,135.
b Buildings		9,152,308.	1,476,136.	7,676,172.
c Leasehold improvements				
d Equipment		1,088,749.	506,910.	581,839.
e Other		852,850.	667,460.	185,390.
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				<b>10,141,536.</b>

**Part VII Investments - Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives .....		
(2) Closely held equity interests .....		
(3) Other .....		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

**Part VIII Investments - Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) <b>Annuity obligations</b>	<b>89,955.</b>
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	<b>89,955.</b>

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII...

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	36,116,453.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a	96,692.	
b	Donated services and use of facilities	2b	228,735.	
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d	527,279.	
e	Add lines 2a through 2d	2e		852,706.
3	Subtract line 2e from line 1		3	35,263,747.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b	77,423.	
c	Add lines 4a and 4b	4c		77,423.
5	Total revenue. Add lines 3 and 4c. (This must equal Form 990, Part I, line 12.)		5	35,341,170.

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	33,547,247.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d	19,726.	
e	Add lines 2a through 2d	2e		19,726.
3	Subtract line 2e from line 1		3	33,527,521.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b	4c		0.
5	Total expenses. Add lines 3 and 4c. (This must equal Form 990, Part I, line 18.)		5	33,527,521.

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

**Part X, Line 2:**

The Free Clinic accounts for the effect of any uncertain tax positions based on a "more likely than not" threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a "cumulative probability assessment" that aggregates the estimated tax liability for all uncertain tax positions. The Free Clinic has identified its tax status as a tax-exempt entity as its only significant tax position; however, the Free Clinic has determined that such tax position does not result in an uncertainty requiring recognition. The Free Clinic is not currently under



**Part XIII** Supplemental Information *(continued)*

examination by any taxing jurisdiction. The Free Clinic's federal returns are generally open for examination for three years following the date filed.

Part XI, Line 2d - Other Adjustments:

Revenues for consolidated entity, Sister Margaret Freeman Foundation

Investment return from Sister Margaret Freeman Foundation

Part XI, Line 4b - Other Adjustments:

Distribution received from Sister Margaret Freeman Foundation

Part XII, Line 2d - Other Adjustments:

Expenses for consolidated entity, Sister Margaret Freeman Foundation

Public Disclosure Copy



**Part II Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

Revenue		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events (add col. (a) through col. (c))
		Hunger Free (event type)	Battle of the Minds (event type)	None (total number)	
1	Gross receipts .....	258,708.	5,000.		263,708.
2	Less: Contributions .....				
3	Gross income (line 1 minus line 2) .....	258,708.	5,000.		263,708.
Direct Expenses	4	Cash prizes .....			
	5	Noncash prizes .....			
	6	Rent/facility costs .....			
	7	Food and beverages .....			
	8	Entertainment .....			
	9	Other direct expenses .....	3,574.		
10	Direct expense summary. Add lines 4 through 9 in column (d) .....				3,574.
11	Net income summary. Subtract line 10 from line 3, column (d) .....				260,134.

**Part III Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

Revenue		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
1	Gross revenue .....				
Direct Expenses	2	Cash prizes .....			
	3	Noncash prizes .....			
	4	Rent/facility costs .....			
	5	Other direct expenses .....			
	6	Volunteer labor .....	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No
7	Direct expense summary. Add lines 2 through 5 in column (d) .....				
8	Net gaming income summary. Subtract line 7 from line 1, column (d) .....				

9 Enter the state(s) in which the organization conducts gaming activities: \_\_\_\_\_  
 a Is the organization licensed to conduct gaming activities in each of these states?  Yes  No  
 b If "No," explain: \_\_\_\_\_

10a Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year?  Yes  No  
 b If "Yes," explain: \_\_\_\_\_



**Part IV** Supplemental Information *(continued)*

Public Disclosure Copy

**SCHEDULE I  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Grants and Other Assistance to Organizations,  
Governments, and Individuals in the United States**  
Complete if the organization answered "Yes" on Form 990, Part IV, line 21 or 22.  
▶ **Attach to Form 990.**  
▶ **Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.**

OMB No. 1545-0047

**2020**

**Open to Public  
Inspection**

Name of the organization **St. Petersburg Free Clinic, Inc.** Employer identification number **\*\* - \*\*\* 8280**

**Part I General Information on Grants and Assistance**

- 1** Does the organization maintain records to substantiate the amount of the grants or assistance, the grantees' eligibility for the grants or assistance, and the selection criteria used to award the grants or assistance?  **Yes**  **No**
- 2** Describe in Part IV the organization's procedures for monitoring the use of grant funds in the United States.

**Part II Grants and Other Assistance to Domestic Organizations and Domestic Governments.** Complete if the organization answered "Yes" on Form 990, Part IV, line 21, for any recipient that received more than \$5,000. Part II can be duplicated if additional space is needed.

<b>1 (a)</b> Name and address of organization or government	<b>(b)</b> EIN	<b>(c)</b> IRC section (if applicable)	<b>(d)</b> Amount of cash grant	<b>(e)</b> Amount of non-cash assistance	<b>(f)</b> Method of valuation (book, FMV, appraisal, other)	<b>(g)</b> Description of noncash assistance	<b>(h)</b> Purpose of grant or assistance

- 2** Enter total number of section 501(c)(3) and government organizations listed in the line 1 table **▶** \_\_\_\_\_
- 3** Enter total number of other organizations listed in the line 1 table **▶** \_\_\_\_\_



**SCHEDULE M  
(Form 990)**

**Noncash Contributions**

OMB No. 1545-0047

**2020**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

- ▶ Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.
- ▶ Attach to Form 990.
- ▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Name of the organization **St. Petersburg Free Clinic, Inc.** Employer identification number **\*\*-\*\*\*8280**

**Part I Types of Property**

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1 Art - Works of art				
2 Art - Historical treasures				
3 Art - Fractional interests				
4 Books and publications				
5 Clothing and household goods				
6 Cars and other vehicles				
7 Boats and planes				
8 Intellectual property				
9 Securities - Publicly traded				
10 Securities - Closely held stock				
11 Securities - Partnership, LLC, or trust interests				
12 Securities - Miscellaneous				
13 Qualified conservation contribution - Historic structures				
14 Qualified conservation contribution - Other				
15 Real estate - Residential				
16 Real estate - Commercial				
17 Real estate - Other				
18 Collectibles				
19 Food inventory	X		22,390,000.	Estimated \$1.79/LB
20 Drugs and medical supplies				
21 Taxidermy				
22 Historical artifacts				
23 Scientific specimens				
24 Archeological artifacts				
25 Other ( )				
26 Other ( )				
27 Other ( )				
28 Other ( )				

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29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part V, Donee Acknowledgement **29**

- 30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period? **X**
- b If "Yes," describe the arrangement in Part II.
- 31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions? **X**
- 32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions? **X**
- b If "Yes," describe in Part II.
- 33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.

	Yes	No
30a		X
31	X	
32a		X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule M (Form 990) 2020





**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2020**

Open to Public  
Inspection

Name of the organization

St. Petersburg Free Clinic, Inc.

Employer identification number

\*\* - \*\*\*8280

Form 990, Part I, Line 1, Description of Organization Mission:

and education for our neighbors in need.

Form 990, Part III, Line 3, Changes in Program Services:

During the year ended September 30, 2021, SPFC sold land, buildings,  
and improvements used in The Family Residence program resulting in  
approximately \$290,000 of gain on sale of property. The Family  
Residence property was sold to a related party.

Form 990, Part III, Line 4c, Program Service Accomplishments:

support to the community. Overall, the Health Center enrolled 38% more  
new patients than the previous year. The SPFC Dental Center provides  
uninsured adults with dental hygiene, fillings, extractions, dentures,  
and other dental services through volunteer dentists, dental  
assistants, and dental hygienists, as well as a small number of paid  
professionals. In fiscal year 2021, the Dental Center served 1,692  
patients.

Form 990, Part VI, Section B, line 11b:

CEO reviews the Form 990 and provides the final draft of the exact IRS  
filing to each voting Board member for review and approval prior to filing  
the return.

Form 990, Part VI, Section B, Line 12c:

The CEO monitors for any conflict of interest among employees and board  
members, and involves the Chair or Board, as necessary.

Name of the organization

St. Petersburg Free Clinic, Inc.

Employer identification number

\*\* - \*\*\* 8280

Form 990, Part VI, Section B, Line 15:

The Board's Executive Committee determines the CEO's salary based on their knowledge of salaries at comparable organizations.

Form 990, Part VI, Section C, Line 19:

Form 990 and audited financial statements are available at [www.stpetersburgfreeclinic.org](http://www.stpetersburgfreeclinic.org) or upon request.

Public Disclosure Copy

**SCHEDULE R  
(Form 990)**

Department of the Treasury  
Internal Revenue Service

**Related Organizations and Unrelated Partnerships**

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.  
▶ Attach to Form 990.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047

**2020**  
Open to Public  
Inspection

Name of the organization **St. Petersburg Free Clinic, Inc.** Employer identification number **\*\*-\*\*\*8280**

**Part I Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

**Part II Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
Sister Margaret Freeman Foundation 31-1470427, 863 3rd Ave N, St. Petersburg, FL 33701	Support St. Petersburg Free Clinic	Florida	501(c)(3)	11A - Type 1	N/A		X

**Part III Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
							Yes	No		Yes	No	

**Part IV Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No

**Part V Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

**Note:** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

	Yes	No
<b>1</b> During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?		
<b>a</b> Receipt of <b>(i)</b> interest, <b>(ii)</b> annuities, <b>(iii)</b> royalties, or <b>(iv)</b> rent from a controlled entity .....		X
<b>b</b> Gift, grant, or capital contribution to related organization(s) .....		X
<b>c</b> Gift, grant, or capital contribution from related organization(s) .....		X
<b>d</b> Loans or loan guarantees to or for related organization(s) .....		X
<b>e</b> Loans or loan guarantees by related organization(s) .....		X
<b>f</b> Dividends from related organization(s) .....		X
<b>g</b> Sale of assets to related organization(s) .....		X
<b>h</b> Purchase of assets from related organization(s) .....		X
<b>i</b> Exchange of assets with related organization(s) .....		X
<b>j</b> Lease of facilities, equipment, or other assets to related organization(s) .....		X
<b>k</b> Lease of facilities, equipment, or other assets from related organization(s) .....		X
<b>l</b> Performance of services or membership or fundraising solicitations for related organization(s) .....		X
<b>m</b> Performance of services or membership or fundraising solicitations by related organization(s) .....		X
<b>n</b> Sharing of facilities, equipment, mailing lists, or other assets with related organization(s) .....	X	
<b>o</b> Sharing of paid employees with related organization(s) .....	X	
<b>p</b> Reimbursement paid to related organization(s) for expenses .....		X
<b>q</b> Reimbursement paid by related organization(s) for expenses .....		X
<b>r</b> Other transfer of cash or property to related organization(s) .....	X	
<b>s</b> Other transfer of cash or property from related organization(s) .....	X	

**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1) Sister Margaret Freeman Foundation	R	0.	Cash
(2) Sister Margaret Freeman Foundation	S	77,423.	Cash
(3)			
(4)			
(5)			
(6)			







# Application for Automatic Extension of Time To File an Exempt Organization Return

Department of the Treasury  
Internal Revenue Service

▶ **File a separate application for each return.**  
▶ **Go to [www.irs.gov/Form8868](http://www.irs.gov/Form8868) for the latest information.**

**Electronic filing (e-file).** You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit [www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits](http://www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits).

**Automatic 6-Month Extension of Time.** Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

<b>Type or print</b>	Name of exempt organization or other filer, see instructions. <b>St. Petersburg Free Clinic, Inc.</b>	Taxpayer identification number (TIN) <b>** - *** 8280</b>
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. <b>863 Third Ave. N.</b>	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. <b>St. Petersburg, FL 33701</b>	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 | 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

**Jennifer Yeagley**

- The books are in the care of ▶ **863 Third Avenue North - St. Petersburg, FL 33701**  
Telephone No. ▶ **727-821-1200** Fax No. ▶ \_\_\_\_\_
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) \_\_\_\_\_. If this is for the whole group, check this box . If it is for part of the group, check this box  and attach a list with the names and TINs of all members the extension is for.

**1** I request an automatic 6-month extension of time until **August 15, 2022**, to file the exempt organization return for the organization named above. The extension is for the organization's return for:  
 ▶  calendar year \_\_\_\_\_ or  
 ▶  tax year beginning **OCT 1, 2020**, and ending **SEP 30, 2021**.

**2** If the tax year entered in line 1 is for less than 12 months, check reason:  Initial return  Final return  
 Change in accounting period

<b>3a</b> If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	<b>3a</b>	\$	0.
<b>b</b> If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	<b>3b</b>	\$	0.
<b>c Balance due.</b> Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	<b>3c</b>	\$	0.

**Caution:** If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

# **St. Petersburg Free Clinic, Inc. and Affiliate**

Consolidated Financial Statements

September 30, 2021 and 2020



**ST. PETERSBURG FREE CLINIC, INC., AND AFFILIATE  
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727-785-4447

813-498-1294

727-784-5491 Fax

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
St. Petersburg Free Clinic, Inc. and Affiliate  
St. Petersburg, Florida

We have audited the accompanying consolidated financial statements of St. Petersburg Free Clinic, Inc. and Affiliate (SPFC) (a nonprofit organization), which comprise the consolidated statements of financial position as of September 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the St. Petersburg Free Clinic, Inc. and Affiliate as of September 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.



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## Other Matters

### *Other Information*

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated DATE, on our consideration of SPFC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of SPFC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the SPFC's internal control over financial reporting and compliance.

*PDR CPAs + ADVISORS*

Oldsmar, Florida  
February 28, 2022

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
SEPTEMBER 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
<b><u>ASSETS</u></b>		
Cash and cash equivalents	\$ 5,801,232	\$ 4,488,639
Grants receivable	584,036	412,560
Bequests receivable	4,210,927	3,022,772
Promises to give, net	1,274,123	1,517,510
Inventory	342,637	326,840
Prepaid expenses and other assets	146,999	57,255
Investments	2,644,367	2,183,725
Beneficial interest in assets held by others	617,426	483,696
Property and equipment, net	10,141,536	10,028,904
Construction in progress	52,805	838,605
<b>Total Assets</b>	<b>\$ 25,816,088</b>	<b>\$ 23,360,506</b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>Liabilities</b>		
Accounts payable and other accrued expenses	\$ 247,083	\$ 294,165
Accrued payroll and benefits	155,636	299,418
Deferred revenue	284,742	285,590
Annuity obligations	89,955	94,852
Note payable - PPP	569,635	486,650
<b>Total liabilities</b>	<b>1,347,051</b>	<b>1,460,675</b>
<b>Net assets</b>		
Without donor restrictions:		
Operating	3,225,881	117,798
Property and equipment	10,194,341	10,867,509
Board designated for endowment	2,433,302	2,003,191
Board designated for Men's Residence	715,487	715,487
Total net assets without donor restrictions	<u>16,569,011</u>	<u>13,703,985</u>
With donor restrictions	<u>7,900,026</u>	<u>8,195,846</u>
<b>Total net assets</b>	<b>24,469,037</b>	<b>21,899,831</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 25,816,088</b>	<b>\$ 23,360,506</b>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED SEPTEMBER 30, 2021  
(WITH COMPARATIVE TOTALS FOR 2020)**

	Without Donor Restrictions	With Donor Restrictions	Total	
			2021	2020
<b>Public Support and Revenue</b>				
Contributions	\$ 2,839,539	\$ -	\$ 2,839,539	\$ 3,146,031
Grants and restricted gifts	4,857,876	1,096,955	5,954,831	3,159,644
Special events, net of direct expense of \$3,574	260,134	-	260,134	-
Bequests	260,269	2,768,432	3,028,701	3,112,573
In-kind revenue				
Services	228,735	-	228,735	246,357
Food	22,390,013	-	22,390,013	24,030,152
Investment income	538,579	99,183	637,762	208,750
Net assets released from restrictions	4,260,390	(4,260,390)	-	-
<b>Total public support and revenue</b>	<b>35,635,535</b>	<b>(295,820)</b>	<b>35,339,715</b>	<b>33,903,507</b>
<b>Expenses</b>				
Program services				
Health Center	1,712,368	-	1,712,368	1,512,015
Jared S. Hechtkopf Community Food Bank	16,416,026	-	16,416,026	17,772,240
We Help Services	12,577,420	-	12,577,420	8,266,683
Baldwin Women's Residence	840,057	-	840,057	860,379
Family Residence	207,988	-	207,988	441,773
Men's Residence	414,135	-	414,135	387,453
Total program services	32,167,994	-	32,167,994	29,240,543
Support services				
General and administrative	486,741	-	486,741	436,161
Fundraising	892,512	-	892,512	786,550
Total support services	1,379,253	-	1,379,253	1,222,711
<b>Total expenses</b>	<b>33,547,247</b>	<b>-</b>	<b>33,547,247</b>	<b>30,463,254</b>
<b>Change in Net Assets From Operations</b>	<b>2,088,288</b>	<b>(295,820)</b>	<b>1,792,468</b>	<b>3,440,253</b>
<b>Other Changes in Net Assets</b>				
Gain on forgiveness of note payable - PPP	486,650	-	486,650	-
Gain on sale of property	290,088	-	290,088	-
	776,738	-	776,738	-
<b>Change in Net Assets</b>	<b>2,865,026</b>	<b>(295,820)</b>	<b>2,569,206</b>	<b>3,440,253</b>
<b>Net Assets, Beginning of Year</b>	<b>13,703,985</b>	<b>8,195,846</b>	<b>21,899,831</b>	<b>18,459,578</b>
<b>Net Assets, End of Year</b>	<b>\$ 16,569,011</b>	<b>\$ 7,900,026</b>	<b>\$ 24,469,037</b>	<b>\$ 21,899,831</b>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>Public Support and Revenue</b>			
Contributions	\$ 3,146,031	\$ -	\$ 3,146,031
Grants and contract revenue	560,005	2,599,639	3,159,644
Special events, net of direct expense	-	-	-
Bequests	89,801	3,022,772	3,112,573
In-kind revenue:			
Services	246,357	-	246,357
Food	24,030,152	-	24,030,152
Investment income	201,663	7,087	208,750
Net assets released from restrictions	3,130,159	(3,130,159)	-
<b>Total public support and revenue</b>	<b>31,404,168</b>	<b>2,499,339</b>	<b>33,903,507</b>
<b>Expenses</b>			
Program services			
Health Center	1,512,015	-	1,512,015
Jared S. Hechtkopf Community Food Bank	17,772,240	-	17,772,240
We Help Services	8,266,683	-	8,266,683
Baldwin Women's Residence	860,379	-	860,379
Family Residence	441,773	-	441,773
Men's Residence	387,453	-	387,453
Total program services	29,240,543	-	29,240,543
Support services			
General and administrative	436,161	-	436,161
Fundraising	786,550	-	786,550
Total support services	1,222,711	-	1,222,711
<b>Total expenses</b>	<b>30,463,254</b>	<b>-</b>	<b>30,463,254</b>
<b>Change in Net Assets</b>	<b>940,914</b>	<b>2,499,339</b>	<b>3,440,253</b>
<b>Net Assets, Beginning of Year</b>	<b>12,763,071</b>	<b>5,696,507</b>	<b>18,459,578</b>
<b>Net Assets, End of Year</b>	<b>\$ 13,703,985</b>	<b>\$ 8,195,846</b>	<b>\$ 21,899,831</b>

See notes to consolidated financial statements



**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

	Program Services						Total Program Services
	Health Center	Jared S. Hechtkopf Community Food Bank	We Help Services	Baldwin Women's Residence	Family Residence	Men's Residence	
Salaries and related expenses							
Salaries	\$ 953,312	\$ 520,453	\$ 358,651	\$ 418,531	\$ 73,003	\$ 193,791	\$ 2,517,741
Payroll taxes and employee benefits	102,365	56,998	61,815	60,987	11,689	31,621	325,475
<b>Total salaries and related expenses</b>	<u>1,055,677</u>	<u>577,451</u>	<u>420,466</u>	<u>479,518</u>	<u>84,692</u>	<u>225,412</u>	<u>2,843,216</u>
Other expenses							
Advertising	-	35	-	-	-	-	35
Bank charges	-	-	-	-	-	-	-
Computer expenses	69,729	16,272	24,061	21,327	10,278	14,613	156,280
Contract services	-	-	-	-	-	-	-
Direct assistance	28,137	4,326,024	474,189	1,985	118	2,924	4,833,377
Dues and subscriptions	15,529	581	561	546	546	546	18,309
Fees and licenses	3,833	1,597	2,573	2,304	-	350	10,657
Food	5,710	10,967,076	11,394,669	63,121	10,686	11,598	22,452,860
Insurance	26,531	13,545	17,524	29,497	4,315	9,298	100,710
Legal and professional	23,552	10,513	9,938	13,210	1,771	5,034	64,018
Maintenance and repairs	36,677	43,774	51,096	41,373	8,964	25,120	207,004
Occupancy	41,749	25,915	43,636	66,339	34,689	29,609	241,937
Other	-	-	-	-	-	-	-
Postage and printing	5,688	1,483	12,747	483	221	747	21,369
Supplies	258,231	18,456	44,661	13,878	3,283	8,384	346,893
Small equipment and furniture	5,239	18,725	4,022	24	-	13,853	41,863
Training	12,638	5,378	6,790	5,477	2,222	5,378	37,883
Transportation	193	186,854	4,511	3,464	1,447	3,037	199,506
Depreciation	123,255	202,347	65,976	97,511	44,756	58,232	592,077
<b>Total other expenses</b>	<u>656,691</u>	<u>15,838,575</u>	<u>12,156,954</u>	<u>360,539</u>	<u>123,296</u>	<u>188,723</u>	<u>29,324,778</u>
<b>Total expenses</b>	<u>\$ 1,712,368</u>	<u>\$ 16,416,026</u>	<u>\$ 12,577,420</u>	<u>\$ 840,057</u>	<u>\$ 207,988</u>	<u>\$ 414,135</u>	<u>\$ 32,167,994</u>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES - CONTINUED  
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

	Total Program Services	Support Services		Total Support Services	Total Expenses
		General and Administrative	Fundraising		
Salaries and related expenses					
Salaries	\$ 2,517,741	\$ 234,556	\$ 496,834	\$ 731,390	\$ 3,249,131
Payroll taxes and employee benefits	325,475	90,668	69,235	159,903	485,378
<b>Total salaries and related expenses</b>	<u>2,843,216</u>	<u>325,224</u>	<u>566,069</u>	<u>891,293</u>	<u>3,734,509</u>
Other expenses					
Advertising	35	-	108,550	108,550	108,585
Bank charges	-	23,791	29,858	53,649	53,649
Computer expenses	156,280	48,095	21,677	69,772	226,052
Contract services	-	-	338	338	338
Direct assistance	4,833,377	-	-	-	4,833,377
Dues and subscriptions	18,309	4,500	9,946	14,446	32,755
Fees and licenses	10,657	7,410	30,236	37,646	48,303
Food	22,452,860	-	-	-	22,452,860
Insurance	100,710	6,615	9,841	16,456	117,166
Legal and professional	64,018	24,931	16,590	41,521	105,539
Maintenance and repairs	207,004	8,665	17,460	26,125	233,129
Occupancy	241,937	13,835	13,161	26,996	268,933
Other	-	8	920	928	928
Postage and printing	21,369	4,302	32,898	37,200	58,569
Supplies	346,893	6,136	11,577	17,713	364,606
Small equipment and furniture	41,863	1,300	1,949	3,249	45,112
Training	37,883	5,986	15,416	21,402	59,285
Transportation	199,506	-	83	83	199,589
Depreciation	592,077	5,943	5,943	11,886	603,963
<b>Total other expenses</b>	<u>29,324,778</u>	<u>161,517</u>	<u>326,443</u>	<u>487,960</u>	<u>29,812,738</u>
<b>Total expenses</b>	<u>\$ 32,167,994</u>	<u>\$ 486,741</u>	<u>\$ 892,512</u>	<u>\$ 1,379,253</u>	<u>\$ 33,547,247</u>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Program Services						Total Program Services
	Health Center	Jared S. Hechtkopf Community Food Bank	We Help Services	Baldwin Women's Residence	Family Residence	Men's Residence	
Salaries and related expenses							
Salaries	\$ 737,475	\$ 366,244	\$ 342,104	\$ 385,155	\$ 170,697	\$ 202,184	\$ 2,203,859
Payroll taxes and employee benefits	83,145	38,347	49,027	52,631	28,063	27,013	278,226
<b>Total salaries and related expenses</b>	<u>820,620</u>	<u>404,591</u>	<u>391,131</u>	<u>437,786</u>	<u>198,760</u>	<u>229,197</u>	<u>2,482,085</u>
Other expenses							
Advertising	7,731	6,115	6,115	6,115	6,115	6,115	38,306
Bank charges	-	-	1,229	-	-	-	1,229
Computer expenses	79,253	18,812	23,773	36,979	20,009	30,858	209,684
Contract services	-	-	-	-	-	-	-
Direct assistance	7,537	143,231	528,616	5,358	8,075	4,601	697,418
Dues and subscriptions	10,339	-	-	-	-	97	10,436
Fees and licenses	8,507	596	1,793	4,042	194	777	15,909
Food	-	16,813,805	7,106,945	88,285	54,226	33,129	24,096,390
Insurance	21,523	12,930	16,730	30,014	9,427	6,864	97,488
Legal and professional	14,001	7,789	8,721	11,203	4,414	5,077	51,205
Maintenance and repairs	35,067	23,806	23,285	29,776	24,224	9,385	145,543
Occupancy	34,786	22,535	43,385	71,377	42,852	34,342	249,277
Other	-	-	-	-	-	-	-
Postage and printing	4,400	1,025	14,697	1,233	912	1,217	23,484
Supplies	322,757	15,798	46,383	25,982	19,073	9,505	439,498
Small equipment and furniture	16,941	9,036	8,332	5,981	5,613	1,402	47,305
Training	3,071	1,062	3,050	1,008	499	968	9,658
Transportation	2,271	67,633	2,445	6,747	5,043	6,881	91,020
Depreciation	123,211	223,476	40,053	98,493	42,337	7,038	534,608
<b>Total other expenses</b>	<u>691,395</u>	<u>17,367,649</u>	<u>7,875,552</u>	<u>422,593</u>	<u>243,013</u>	<u>158,256</u>	<u>26,758,458</u>
<b>Total expenses</b>	<u>\$ 1,512,015</u>	<u>\$ 17,772,240</u>	<u>\$ 8,266,683</u>	<u>\$ 860,379</u>	<u>\$ 441,773</u>	<u>\$ 387,453</u>	<u>\$ 29,240,543</u>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES - CONTINUED  
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

	Total Program Services	Support Services		Total Support Services	Total Expenses
		General and Administrative	Fundraising		
Salaries and related expenses					
Salaries	\$ 2,203,859	\$ 231,512	\$ 466,164	\$ 697,676	\$ 2,901,535
Payroll taxes and employee benefits	278,226	75,876	61,250	137,126	415,352
<b>Total salaries and related expenses</b>	<u>2,482,085</u>	<u>307,388</u>	<u>527,414</u>	<u>834,802</u>	<u>3,316,887</u>
Other expenses					
Advertising	38,306	-	9,872	9,872	48,178
Bank charges	1,229	11,577	22,921	34,498	35,727
Computer expenses	209,684	40,014	27,226	67,240	276,924
Contract services	-	-	20,256	20,256	20,256
Direct assistance	697,418	-	-	-	697,418
Dues and subscriptions	10,436	1,490	11,646	13,136	23,572
Fees and licenses	15,909	12,413	18,152	30,565	46,474
Food	24,096,390	-	-	-	24,096,390
Insurance	97,488	6,412	7,561	13,973	111,461
Legal and professional	51,205	9,467	19,240	28,707	79,912
Maintenance and repairs	145,543	8,656	6,079	14,735	160,278
Occupancy	249,277	11,857	10,462	22,319	271,596
Other	-	2	263	265	265
Postage and printing	23,484	5,173	40,625	45,798	69,282
Supplies	439,498	7,097	44,675	51,772	491,270
Small equipment and furniture	47,305	1,437	745	2,182	49,487
Training	9,658	850	5,645	6,495	16,153
Transportation	91,020	208	1,648	1,856	92,876
Depreciation	534,608	12,120	12,120	24,240	558,848
<b>Total other expenses</b>	<u>26,758,458</u>	<u>128,773</u>	<u>259,136</u>	<u>387,909</u>	<u>27,146,367</u>
<b>Total expenses</b>	<u>\$ 29,240,543</u>	<u>\$ 436,161</u>	<u>\$ 786,550</u>	<u>\$ 1,222,711</u>	<u>\$ 30,463,254</u>

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

	<b>2021</b>	<b>2020</b>
<b>Cash Flows from Operating Activities:</b>		
Change in net assets	\$ 2,569,206	\$ 3,440,253
<b>Adjustments to reconcile change in net assets to net cash provided by operating activities:</b>		
Depreciation	603,963	558,848
Realized gains on investments	(44,705)	(312,590)
Unrealized (gain) loss on investments	(453,106)	199,965
Change in value of beneficial interest in assets held by others	(133,730)	(91,887)
Gain on sale of property	(290,088)	-
Gain on forgiveness of note payable - PPP	(486,650)	-
<b>(Increase) decrease in operating assets:</b>		
Grants receivable	(171,476)	(46,381)
Bequests receivable	(1,188,155)	(2,932,058)
Unconditional promises to give, net	243,387	673,182
Inventory	(15,797)	28,380
Prepaid expenses and other assets	(89,744)	56,891
<b>Increase (decrease) in operating liabilities:</b>		
Accounts payable and accrued expenses	(47,082)	634
Accrued payroll and benefits	(143,782)	45,889
Deferred revenue	(848)	285,590
Annuity obligations	(4,897)	5,032
<b>Net cash provided by operating activities</b>	<b>346,496</b>	<b>1,911,748</b>
<b>Cash Flows from Investing Activities:</b>		
Purchases of property and equipment	(319,335)	(497,819)
Purchases of construction in progress	(52,805)	(838,605)
Proceeds from sale of property and equipment	731,433	-
Proceeds from sale of investments	160,765	1,966,460
Purchases of investments	(123,596)	(1,731,292)
<b>Net cash provided by (used in) investing activities</b>	<b>396,462</b>	<b>(1,101,256)</b>
<b>Cash Flows from Financing Activities:</b>		
Proceeds from note payable	569,635	486,650
<b>Net cash provided by financing activities</b>	<b>569,635</b>	<b>486,650</b>
<b>Net Increase in Cash and Cash Equivalents</b>	<b>1,312,593</b>	<b>1,297,142</b>
<b>Cash and Cash Equivalents at Beginning of Year</b>	<b>4,488,639</b>	<b>3,191,497</b>
<b>Cash and Cash Equivalents at End of Year</b>	<b>\$ 5,801,232</b>	<b>\$ 4,488,639</b>
<b>Supplemental Cash Flow Information:</b>		
Contributed services	\$ 198,001	\$ 246,357
Contributed food and supplies	\$ 22,420,747	\$ 26,863,110

See notes to consolidated financial statements

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2021 AND 2020**

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**NOTE A - NATURE OF ORGANIZATION**

The consolidated financial statements include the operations of St. Petersburg Free Clinic, Inc. and the Sister Margaret Freeman Foundation, Inc. (the Foundation) (collectively, the Free Clinic). This past year, to accurately describe our services and reach additional audiences, the Free Clinic chose to rebrand and market the Free Clinic as the St. Pete Clinic (SPFC). With compassion and respect, SPFC changes lives by providing health care, nutritious food, recovery housing, and education for our neighbors in need. SPFC has been caring for the underserved facing temporary emergency needs throughout Pinellas County since 1970. SPFC's range of programs reduce the economic burdens of Pinellas County's low-income and Asset Limited, Income Constrained, Employed (ALICE) population by providing services that lower monthly out-of-pocket expenditures, contribute to savings and long-term economic stability, and support long-term individual and family wellness. Current SPFC programs include:

**The SPFC Health Center**

Established in 1970, the SPFC Health Center offers access to quality healthcare for adults aged 18 - 64 who lack health insurance and meet other income requirements, allowing them to receive primary care, as well as a range of specialty care services. What could become an emergency doesn't because of our patients' capability to connect with our providers to address their health concerns. The Health Center places particular emphasis on the management of chronic health conditions, including diabetes through the Diabetes Education Management Program, our food and Lifestyle Rx Program, and a Prescription Health Program to ensure patients can access expensive medications, like insulin, at no cost. In fiscal year 2021, 5,840 patients received medical care. The Prescription Health Program provided \$2.7 million worth of prescription support to the community. Overall, the Health Center enrolled 38% more new patients than the previous fiscal year.

**The SPFC Health Education Program**

The Health Education Program encourages and supports patients on their path to living a healthier, fuller life through two key prevention programs: The Cardiovascular Program provides patients with the resources to improve and manage their heart health and the Diabetes Education Program provides education, support and provision of medication and supplies to diabetic patients. In response to COVID, the Health Education Program has expanded to post healthy living tips and recipes via social media and monthly newsletter communications. The expansion also includes a dedicated monthly event provided to our We Help FRESH Pantry clients, the FRESH Pantry Plus. Clients receive the regular free and nutritious fresh produce, meats, and food staples plus the inclusion of a health focus that provides useful resources and information enabling our clients to improve their health outcomes.

**The SPFC Dental Center**

The SPFC Dental Center provides uninsured adults with dental hygiene, fillings, extractions, dentures, and other dental services through volunteer dentists, dental assistants, and dental hygienists, as well as a small number of paid professionals. In fiscal year 2021, the Dental Center served 1,692 patients.

**Jared S. Hechtkopf Community Food Bank**

Established in 1980 as the second food bank in Florida, Jared S. Hechtkopf Community Food Bank (Jared's Food Bank) solicits food products from all segments of the food industry, as well as from groups and organizations through food drives and individual donations. Jared's Food Bank distributes food free of charge to between 50 and 60 partner agencies throughout the community, including food pantries, shelters, community kitchens, missions, residential programs, and childcare centers. These include the SPFC We Help Services, Baldwin Women's Residence, Family Residence, and its Men's Residence. Jared's Food Bank collected and distributed approximately 20.4 million pounds of food in fiscal year 2021. Over 72% of the food distributed through Jared's Food Bank is fresh produce, protein and dairy.

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2021 AND 2020**

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**NOTE A - NATURE OF ORGANIZATION - CONTINUED**

**SPFC We Help Services**

Established in 1975, We Help Services addresses the social determinants of health by providing access to nutritious food, along with financial support for water and utility bills, assistance in obtaining driver's licenses, birth certificates, and other documents to secure housing and employment. A client advocate also specializes in providing in-depth navigation for individuals who need access to community services we do not provide. During fiscal year 2021, We Help supported 231,000 individuals with food through the FRESH Pantry and specialized partnerships. This is up from 162,000 individuals served in fiscal year 2020, a 43% increase year-over-year. We Help Services provided over 7,000 client services, and water bill support was doubled in fiscal year 2021 to \$150,000 as compared to \$75,000 in fiscal year 2020.

**Baldwin Women's Residence**

Established in 1989, the Virginia and David Baldwin Women's Residence (Baldwin Women's Residence) provides a safe place to stay as well as support services to single, homeless women in recovery as they work toward their goal of self-sufficiency. Baldwin Women's Residence provided shelter and support to 62 women in fiscal year 2021. Due to COVID-19 safety protocols, Baldwin Women's Residence operated under "COVID capacity" whereby no more than 30 women were housed at any given time. Despite the pandemic, supportive services continued for all residents. Other fiscal year accomplishments include: 92% of women in the program at the end of fiscal year 2021 were employed and 48% had three months in savings (consistently 85% of women and men in our residences obtain employment within 90 days of their stay with us); 100% of women participating in group counseling sessions at the end of fiscal year 2021 reported improvements in behavioral health symptoms.

**The SPFC Men's Residence**

Established in 1997, the SPFC Men's Residence provides safe, supportive, transitional shelter to single, homeless men in recovery. Residents work with staff to set goals, save money, and work toward independent living. The Men's Residence re-opened in June 2021 after temporary closure due to facilities challenges; 13 men were housed through the remainder of the fiscal year.

**The SPFC Family Residence**

In February 2013, SPFC acquired property for the purpose of better serving homeless families. The Residence provided transitional shelter for 60 families in fiscal years 2021. Homeless families were referred to the program by the Juvenile Welfare Board and Personal Enrichment for Mental Health Services (PEMHS). At the Family Residence, families were provided intensive navigation services to overcome the barriers to obtain permanent housing. During fiscal year 2021, the Free Clinic confirmed that the need for significant repairs to its Family Residence buildings would cost more than the value of the property. As such, SPFC transitioned the Family Residence Program to partner agency St. Vincent de Paul Cares as of April 1, 2021, where families continue to be served by that organization in the ways described. SPFC finalized sale of the property in September 2021 and will use proceeds from that sale for future capital needs benefitting the community SPFC serves.

**Affiliate**

The Sister Margaret Freeman Foundation, Inc. (the Foundation), a not-for-profit foundation, was incorporated on May 20, 1996. The Free Clinic and the Foundation are related through an economic interest and a majority voting interest on the board of directors. The Foundation's activities for the fiscal years ended September 30, 2021 and 2020 are included in these consolidated financial statements. All significant intercompany balances and transactions are eliminated in consolidation.

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2021 AND 2020**

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**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Presentation**

The accompanying consolidated financial statements of SPFC have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (US GAAP).

SPFC presents information regarding its financial position and activities according to two classes of net assets described as follows:

- Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of SPFC. These net assets may be used at the discretion of SPFC's management and the board of directors.
- Net assets with donor restrictions – Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of SPFC or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

**Measure of Operations**

The consolidated statements of activities report all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to SPFC's ongoing services. Nonoperating activities, if any, are limited to other activities considered to be of a more unusual or nonrecurring nature.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates. Significant estimates include the collectability of receivables and unconditional promises to give, determination of the useful lives of the property and equipment, and allocation of functional expenses.

**Investments**

Investments in debt and equity securities and mutual funds are stated at fair market value in the consolidated statements of financial position. Investment income or loss (including gains or losses on investments, interest, and dividends) is included in the consolidated statements of activities as increases or decreases in net assets without donor restrictions unless the income or loss is restricted by donor or law.

Investment income and gains earned on the endowment fund are reported as increases in net assets with donor restrictions in the reporting period in which the income and gains are recognized and released from restriction when distributed for operating purposes.



**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2021 AND 2020**

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**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

**Fair Value Measurements**

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on a measurement date. There is a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. There are three levels of inputs that may be used to measure fair value:

- Level 1: Quoted market prices in active markets for identical assets or liabilities.
- Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.
- Level 3: Unobservable inputs that are not corroborated by market data

The inputs used to measure fair value may fall into different levels of the fair value hierarchy. In such cases, the financial instrument's level within fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement.

**Cash and Cash Equivalents**

Cash and cash equivalents consist of cash on deposit with financial institutions and from time to time money market fund accounts. SPFC considers all highly liquid assets with an initial maturity of three months or less as cash.

Financial instruments which potentially subject SPFC to concentrations of credit risk consist principally of cash held in financial institutions more than federally insured limits. From time to time throughout the years ended September 30, 2021 and 2020, SPFC's cash balance may have exceeded the federally insured limit. However, SPFC has not experienced and does not expect to incur any losses in such accounts.

**Grants Receivable**

Grants receivable are stated at the amount management expects to collect from outstanding balances. Management monitors the collection of its receivable balances on an ongoing basis. SPFC provides for probable uncollectible amounts through a charge to earnings and a credit to the allowance for doubtful accounts when, in management's estimation, it is probable that the receivable is not collectible. SPFC has determined that all amounts are collectible; accordingly no allowance for potentially uncollectible accounts has been recorded at September 30, 2021 and 2020.

**Property and Equipment**

Property and equipment are stated at cost, if purchased or at estimated fair value at the date of receipt, if acquired by gift. Expenditures more than \$2,500 with an estimated useful life more than one year are capitalized. Depreciation is calculated using the straight-line method over the useful lives of the respective assets ranging from 3 to 40 years. Gifts of long-lived assets are reported as unrestricted support.

**Inventory**

Inventory consists of donated and purchased food and supplies. Donated food and supplies are recorded and carried in inventory at their estimated fair value at date of receipt. Purchased food and supplies are valued at the lower of cost or net realizable value with cost being determined by the first in, first-out method.

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2021 AND 2020**

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**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

**Revenue Recognition**

Grants and Contributions - SPFC reports grants and contributions that are restricted by the donor as increases in net assets with donor restrictions. When a donor restriction expires, that is when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions. All other donor restricted contributions are reported as increases in net assets with donor restrictions depending on the nature of the restrictions.

Certain grants, including cost reimbursement contracts, are considered conditional contributions since the grant agreements require SPFC to perform services, incur expenses or meet contract objectives to earn the grant funding. Revenue under these contracts is deferred until earned. Revenue is earned and recognized in the consolidated financial statements when eligible expenses are incurred, services performed, or grant objectives met.

Promises to Give - Conditional promises to give are not recognized in the consolidated financial statements until the conditions are substantially met or explicitly waived by the donor. Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date.

SPFC uses the allowance method to determine uncollectible promises to give. SPFC has determined that all amounts are collectible; accordingly no allowance for potentially uncollectible accounts has been recorded at September 30, 2021 and 2020.

Donated Services - Donated services that require specialized skills are recorded at fair market value. Donated services are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation. These services consisted of medical services donated and totaled approximately \$229,000 and \$246,000 for the years ended September 30, 2021 and 2020, respectively.

**Charitable Gift Annuities**

SPFC maintains custody of the assets related to charitable gift annuities (CGA) and makes specified distributions to a designated beneficiary over the term of each annuity. Assets under the annuities are recorded at fair value.

The annuity liabilities associated with the CGA are determined based on the present value of the estimated future payments to be made to the designated beneficiaries. Discount rates used in computing present values range from 1.52% to 2.02%. The liability is reduced as distributions are made to the beneficiaries.

**Income Taxes**

SPFC is a not-for-profit organization that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code.

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2021 AND 2020**

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**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED**

**Uncertain Tax Positions**

SPFC accounts for the effect of any uncertain tax positions based on a “more likely than not” threshold to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a “cumulative probability assessment” that aggregates the estimated tax liability for all uncertain tax positions. SPFC has identified its tax status as a tax-exempt entity as its only significant tax position; however, SPFC has determined that such tax position does not result in an uncertainty requiring recognition. SPFC is not currently under examination by any taxing jurisdiction. SPFC’s federal returns are generally open for examination for three years following the date filed.

**Functional Allocation of Expenses**

The costs of providing the programs and supporting services have been reported on a functional basis in the consolidated statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Program and supporting expenses, when specifically, identifiable, are classified to the function which incurred the expense. Salaries and payroll taxes have been allocated using employee timecards which documents the time spent within each program and category. Certain expenses are allocated to each function based on management's estimate.

**NOTE C - AVAILABILITY AND LIQUIDITY**

SPFC is supported by contributions with and without donor restrictions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, SPFC must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for expenditure within one year. As part of SPFC's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. SPFC regularly monitors liquidity to meet its operating needs and other contractual commitments. SPFC has various sources of liquidity at its disposal including cash and investments.

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**NOTE C - AVAILABILITY AND LIQUIDITY - CONTINUED**

At September 30, 2021 and 2020, SPFC's financial assets available to meet general expenditures within one year were as follows:

	<u>2021</u>	<u>2020</u>
Financial Assets:		
Cash and cash equivalents	\$ 5,801,232	\$ 4,488,639
Grants receivable	584,036	412,560
Bequests receivable	4,210,927	3,022,772
Promises to give	1,274,123	1,517,510
Investments	2,644,367	2,183,725
Beneficial interest in assets held by others	617,426	483,696
	<u>15,132,111</u>	<u>12,108,902</u>
Less amounts unavailable for general expenditure within one year due to:		
Contractual or donor imposed restrictions:		
Reserve, charitable gift annuities	(211,065)	(180,534)
Internally controlled endowments	(450,000)	(650,000)
Externally controlled endowments	(617,426)	(483,696)
Contributions with donor restrictions	(1,263,137)	(2,553,972)
Promises to give with donor restrictions	(874,123)	(917,510)
	<u>(3,415,751)</u>	<u>(4,785,712)</u>
Board designations:		
Net assets designated for endowment	(2,433,302)	(2,003,191)
Net assets designated for Men's Residence	(715,487)	(715,487)
	<u>(3,148,789)</u>	<u>(2,718,678)</u>
Financial assets available to meet general expenditures within one year	<u>\$ 8,567,571</u>	<u>\$ 4,604,512</u>

**NOTE D - BEQUESTS RECEIVABLE**

SPFC recognizes a receivable and revenue for their interest in bequests based on the inventories of estate assets and conditions contained in the respective wills. Amounts expected to be received in future years are discounted to provide estimates in current year dollars. SPFC records bequests receivable (when the court declares the related will valid) as donor restricted. As funds from an estate (other than those required to be held in perpetuity) are collected, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. Bequests receivable at September 30, 2021 and 2020 are \$4,210,927 and \$3,022,772, respectively.

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**NOTE E - UNCONDITIONAL PROMISES TO GIVE**

Unconditional promises to give at September 30, 2021 and 2020 are summarized as follows:

	<u>2021</u>	<u>2020</u>
Gross unconditional promises to give	\$ 1,317,823	\$ 1,590,331
Less unamortized discount	(43,700)	(72,821)
Net unconditional promises to give	<u>\$ 1,274,123</u>	<u>\$ 1,517,510</u>
Amount due in:		
Less than one year	\$ 837,823	\$ 888,249
One to five years	480,000	702,082
	<u>\$ 1,317,823</u>	<u>\$ 1,590,331</u>

Unconditional promises to give at September 30, 2021 include pledges from two donors totaling approximately \$1.1 million or 87% of total unconditional promises to give. Amounts due from the same two donors totaled \$1.4 million or 85% of total unconditional promises to give on September 30, 2020. Promises to give with due dates extending beyond one year are discounted to present value using Treasury bill rates with similar term investments. The applicable discount rates used ranged from 1.13% to 3.44%.

**NOTE F - PROPERTY AND EQUIPMENT AND CONSTRUCTION IN PROGRESS**

Property and equipment consist of the following on September 30:

	<u>2021</u>	<u>2020</u>
Land	\$ 1,698,135	\$ 1,774,435
Building and improvements	9,152,308	8,610,826
Furniture and equipment	1,248,105	1,414,856
Vehicles	693,494	549,861
	<u>12,792,042</u>	<u>12,349,978</u>
Less accumulated depreciation	(2,650,506)	(2,321,074)
	<u>\$ 10,141,536</u>	<u>\$ 10,028,904</u>

Depreciation expense was \$603,963 and \$558,848 for the years ended September 30, 2021 and 2020, respectively.

Construction in progress at September 30, 2021 and 2020 was \$52,805 and \$838,605, respectively, and represents amounts paid to date for the renovation and expansion of SPFC's facilities for the We Help and Dental programs. During the year ended September 30, 2021 part of the renovation was completed and \$838,605 was transferred from construction in progress to property and equipment. Depreciation will commence on the remainder of the construction in progress when the renovations are completed and placed in service.

During the year ended September 30, 2021, SPFC sold land, buildings, and improvements used in The Family Residence program resulting in approximately \$290,000 of gain on sale of property which is included in the accompanying consolidated statement of activities for the year ended September 30, 2021. The Family Residence property was sold to a related party.

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**NOTE G - INVESTMENTS**

SPFC's investments consist of the following at September 30, 2021 and 2020:

	<b>2021</b>		<b>2020</b>	
	Cost	Market	Cost	Market
Money market funds	\$ 34,295	\$ 34,295	\$ 56,915	\$ 56,915
US equities	1,014,739	1,511,614	985,221	1,072,226
International equities	304,550	377,208	302,176	329,391
Fixed income	680,915	721,250	683,256	725,193
	<u>\$ 2,034,499</u>	<u>\$ 2,644,367</u>	<u>\$ 2,027,568</u>	<u>\$ 2,183,725</u>

The following summarizes investment income reflected in the consolidated statements of activities:

	<b>2021</b>	<b>2020</b>
Interest and dividends	\$ 139,951	\$ 96,125
Realized gains	44,705	312,590
Unrealized gains (losses)	453,106	(199,965)
Total investment return	<u>\$ 637,762</u>	<u>\$ 208,750</u>

**NOTE H - FAIR VALUE OF FINANCIAL INSTRUMENTS**

SPFC's investments are reported at fair value in the accompanying consolidated statements of financial position. Following is a description of valuation methodologies used for investments measured at fair value.

Money Market - Valued at the net asset value of shares held by SPFC at year-end.

US and international equities - Values are based on unadjusted quoted prices for identical assets in an active market SPFC can access. As of September 30, 2021 and 2020, these investments consisted of mutual funds and individual equity securities.

Fixed income - For fixed income mutual funds, values are based on unadjusted quoted prices for identical assets in an active market SPFC can access. For investments in individual bonds and similar securities, inputs to the valuation methodologies include (1) quoted prices for similar assets in active markets; (2) quoted prices for identical or similar assets in inactive markets; (3) inputs other than quoted prices that are observable for the asset; (4) inputs that are derived principally from or corroborated by observable market data by correlation or other means.

Beneficial interest in assets held by others - The investments are managed by an unrelated third party and are valued based upon the third-party information without adjustment. SPFC does not develop nor are they provided with the quantitative inputs used to develop the fair market values.

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**NOTE H - FAIR VALUE OF FINANCIAL INSTRUMENTS - CONTINUED**

The fair values of assets measured on a recurring basis at September 30, 2021 are as follows:

	<u>Fair Value Measurements at Reporting Date Using</u>			
	<u>Assets Measured at Fair Value at September 30, 2021</u>	<u>Quoted Prices in Active Markets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Money market funds	\$ 34,295	\$ 34,295	\$ -	\$ -
US equities	1,511,614	1,511,614	-	-
International equities	377,208	377,208	-	-
Fixed income	721,250	216,972	504,278	-
Beneficial interest in assets held by others	617,426	-	-	617,426
	<u>\$ 3,261,793</u>	<u>\$ 2,140,089</u>	<u>\$ 504,278</u>	<u>\$ 617,426</u>

The fair values of assets measured on a recurring basis at September 30, 2020 are as follows:

	<u>Fair Value Measurements at Reporting Date Using</u>			
	<u>Assets Measured at Fair Value at September 30, 2020</u>	<u>Quoted Prices in Active Markets (Level 1)</u>	<u>Significant Other Observable Inputs (Level 2)</u>	<u>Significant Unobservable Inputs (Level 3)</u>
Money market funds	\$ 56,915	\$ 56,915	\$ -	\$ -
US equities	1,072,226	1,072,226	-	-
International equities	329,391	329,391	-	-
Fixed income	725,193	198,448	526,745	-
Beneficial interest in assets held by others	483,696	-	-	483,696
	<u>\$ 2,667,421</u>	<u>\$ 1,656,980</u>	<u>\$ 526,745</u>	<u>\$ 483,696</u>

The following is a summary of changes in the fair value of SPFC's Level 3 assets for the years ended September 30:

	<u>2021</u>	<u>2020</u>
Balance, October 1	\$ 483,696	\$ 391,809
Contributions	51,739	91,375
Grants	(17,192)	(2,966)
Investment income, net	99,183	3,478
Balance, September 30	<u>\$ 617,426</u>	<u>\$ 483,696</u>

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**NOTE I - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS**

On September 30, 2021 and 2020, SPFC has beneficial interests in assets held by the Community Foundation of Tampa Bay (the Community Foundation) of \$502,426 and \$368,696, respectively. These beneficial interests include the Food Bank Endowment, the Beth A. Houghton Leadership Endowment, and a general endowment. During the years ended September 30, 2021 and 2020, \$51,739 and \$91,375, respectively, of new gifts were contributed to these accounts by SPFC. Since these funds were transferred to the Community Foundation by SPFC and SPFC is the named beneficiary, these amounts are included in the accompanying consolidated statements of financial position.

In addition, at September 30, 2021 and 2020, the Community Foundation of Tampa Bay was holding balances of approximately \$201,000 and \$151,000, respectively, representing contributions made directly to the Community Foundation for the benefit of SPFC and matching funds for the Food Bank Endowment and Beth A. Houghton Leadership Endowment. Earnings on these funds are earmarked to be distributed on a periodic basis to SPFC. The Community Foundation has been granted variance power over these funds which provide the Community Foundation the unilateral power to redirect the use of the funds to other beneficiaries if SPFC were to discontinue operations. Because the Community Foundation has been granted variance power, funds contributed by donors to the Community Foundation on behalf of SPFC and matching endowment funds are not considered to be an asset of SPFC and have not been reported in the accompanying consolidated statements of financial position.

In 2012, the Sister Margaret Freeman Foundation invested \$115,000 with the Pinellas Community Foundation as an endowment. The Pinellas County Community Foundation matched the \$115,000 with 30% or \$34,500. The endowment will pay 5% of its year-end value to SPFC each year. The 30% match is not considered to be an asset of SPFC and has not been reported in the accompanying consolidated financial statements. As of September 30, 2021 and 2020, this endowment, including the 30% match, was valued at approximately \$169,000 and \$153,000, respectively. The portion invested by the Sister Margaret Freeman Foundation is included with beneficial interest in assets held by others on the accompanying consolidated statements of financial position.

**NOTE J - CHARITABLE GIFT ANNUITIES**

Under the charitable gift annuity agreements, SPFC receives a stated amount and, in consideration of the amount transferred, agrees to pay the annuitants a specified annuity payment. Of the three agreements in effect, one agreement requires quarterly distributions at an annual distribution rate of 4.5%. The second and third agreements require annual distributions of 11.5% and 13.5%, respectively, and distributions are deferred until the year 2031. Distributions during each of the years ended September 30, 2021 and 2020 were approximately \$4,800.

State law requires SPFC to maintain assets at least equal to the sum of the reserves on its outstanding charitable gift annuity agreements, calculated in accordance with the Internal Revenue Code, and a surplus of 10% of such reserves. SPFC voluntarily maintains assets that exceed the required reserves and surplus.

**NOTE K - DONATED FOOD AND MEDICINE**

During the years ended September 30, 2021 and 2020, SPFC received approximately 12.5 million and 13.8 million pounds of donated food, respectively. The donated food is estimated to be valued at \$1.79 a pound for fiscal year 2021 and \$1.74 a pound for fiscal year 2020, which amounts to approximately \$22,390,000 and \$24,000,000, respectively. For the year ended September 30, 2020, approximately 1.6 million pounds of purchased food was included in the donated food calculation in error. This error overstated the reported amount of in-kind revenue and expense by approximately \$2.8 million for the year ended September 30, 2020. This error had no impact on total net assets or the change in net assets for 2020 and has been corrected in the accompanying comparative 2020 consolidated statement of activities and statement of functional expenses.



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**NOTE K - DONATED FOOD AND MEDICINE - CONTINUED**

The donations and the inventory value of donated food are recorded when SPFC has the unilateral power to redirect the use of the transferred assets to another beneficiary.

Additionally, SPFC receives donated medicine throughout the year consisting primarily of sample items. Medicines are disbursed appropriately as needed. Due to the high volume of activity, and the difficulty in determining the fair value, revenue and expense are not recorded.

**NOTE L – PAYCHECK PROTECTION PROGRAM NOTE PAYABLE**

In April 2020, SPFC received a loan under the Paycheck Protection Program (PPP) in the amount of \$486,650. The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act), provides loans to qualifying entities. The loan and accrued interest are forgivable if the loan proceeds are used for qualifying expenses as described in the CARES Act. The loan accrues interest at 1% and was originally payable in eighteen monthly installments of principal and interest commencing seven months after the loan date if the loan, in whole or in part, was not forgiven under the provisions of the PPP. The loan is a program of the U.S. Small Business Administration (SBA) and is administered by SPFC's bank (lender).

During 2021, SPFC used all proceeds from the loan for qualifying expenses and applied for forgiveness of the PPP loan. In April 2021, SPFC received approval of its application for loan forgiveness and the loan was fully forgiven. SPFC recognized a \$486,650 gain on forgiveness of note payable which is included in the accompanying statement of activities for the year ended September 30, 2021.

Additionally, in February 2021, SPFC received a second PPP loan in the amount of \$569,635. The note matures in February 2026 and bears interest at a fixed annual rate of 1%, with loan payments being deferred until certain events occur in accordance with the PPP program regulations. Management intends to apply for forgiveness of this loan during fiscal year ended September 30, 2022 and the principal amount of the loan is included in long term liabilities in the accompanying statement of financial position at September 30, 2021.

**NOTE M - OPERATING LEASE**

SPFC has operating leases for parking space and office equipment. Total rent expense for these leases was approximately \$25,000 and \$22,000 for the years ended September 30, 2021 and 2020, respectively. The approximate future minimum lease payments required under these operating leases at September 30, 2021 are as follows:

Years Ending September 30,	Amount
2022	\$ 21,577
2023	15,991
2024	12,000
2025	12,000
2026	3,000
	\$ 64,568

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**NOTE N - RETIREMENT PLAN**

SPFC has a 401(k)-retirement plan which covers all employees over 21 years of age having one year of service, provided they have met the 1,000 hours of service requirement. Annual contributions are made at the discretion of the Board. The contribution for fiscal 2021 and 2020 was approximately \$51,500 and \$43,800, respectively.

**NOTE O - FOUNDATION**

The Sister Margaret Freeman Foundation, Inc.'s net assets as of September 30, 2021 and 2020 consisted of the following:

	<u>2021</u>	<u>2020</u>
Without donor restrictions, undesignated	\$ 41,760	\$ 41,741
Board designated for endowment purposes	2,433,302	2,003,191
With donor restrictions	<u>115,000</u>	<u>115,000</u>
	<u>\$ 2,590,062</u>	<u>\$ 2,159,932</u>

**NOTE P - NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions as of September 30, 2021 and 2020 relate to assets contributed by donors and other funding sources for specific purposes and time periods as follows:

	<u>2021</u>	<u>2020</u>
<b>Subject to time restrictions:</b>		
Bequests receivable	\$ 4,210,927	\$ 3,022,772
<b>Subject to use restrictions:</b>		
Donated property	228,288	228,288
Grants and restricted gifts	1,519,262	2,893,580
Promises to give	<u>874,123</u>	<u>917,510</u>
	2,621,673	4,039,378
<b>Net assets held in perpetuity:</b>		
Tampa Bay Community Foundation	66,554	55,670
Pinellas County Community Foundation	115,000	115,000
Beth A. Houghton Leadership Endowment	137,666	112,368
Food Bank Endowment	298,206	200,658
Founders Endowment	50,000	50,000
Rothman Endowment Receivable	<u>400,000</u>	<u>600,000</u>
	<u>1,067,426</u>	<u>1,133,696</u>
	<u>\$ 7,900,026</u>	<u>\$ 8,195,846</u>

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**NOTE P - NET ASSETS WITH DONOR RESTRICTIONS - CONTINUED**

Net assets were released from restrictions as follows during the years ended September 30, 2021 and 2020, by incurring expenses satisfying the restricted purposes, or by occurrence of other events specified by donors:

	<u>2021</u>	<u>2020</u>
Bequests receivable	\$ 1,580,277	\$ 90,714
Grants and restricted gifts	2,307,605	2,343,728
Project pledges	<u>372,508</u>	<u>695,717</u>
	<u>\$ 4,260,390</u>	<u>\$ 3,130,159</u>

In 2007, SPFC received a \$50,000 donation to establish an endowment fund. A stipulation of the donation was SPFC match the contributed amount from unrestricted monies. The matching funds are included as part of board designated funds. Terms of the donation require the funds to be segregated from SPFC's operating funds. Earnings will be released to SPFC for general operations. This donor-restricted endowment is included in net assets held in perpetuity.

In 2012, SPFC invested \$52,600 with the Community Foundation of Tampa Bay. SPFC will receive periodic distributions from this account in accordance with the investment agreement. The fair value of the investment is included in net assets held in perpetuity.

In 2012, the Sister Margaret Freeman Foundation invested \$115,000 within the Pinellas County Community Foundation. As an incentive for this investment the Pinellas County Community Foundation provided a 30% match on the funds invested into the Sister Margaret Freeman Foundation's account. Only the earnings on these funds will be distributed on a periodic basis to the Sister Margaret Freeman Foundation. Based on the terms of the investment, the invested amount, as well as the match provided, will never be returned to the Sister Margaret Freeman Foundation. The original \$115,000 investment is included in net assets held in perpetuity. The 30% match received is not reported in SPFC's consolidated financial statements.

In 2016, SPFC received a pledge from a donor which created a \$1,000,000 endowment. This endowment receivable has been reported as net assets with donor restrictions. During fiscal 2019, \$200,000 of this endowment pledge receivable was collected and used to fund the Food Bank Endowment leaving \$800,000 remaining in the Rothman Endowment as of September 30, 2019. During fiscal 2020, the donor amended the original gift and directed that \$200,000 of the remaining \$800,000 Rothman Endowment be used for program support in fiscal 2021 leaving \$600,000 in the Rothman Endowment as of September 30, 2020. During fiscal 2021, the donor amended the original gift again and directed that \$200,000 of the remaining \$600,000 Rothman Endowment be used for program support in fiscal 2022 leaving \$400,000 in the Rothman Endowment as of September 30, 2021.

In 2019, the Beth A. Houghton Leadership Endowment was created and funded by several contributions in the total amount of \$20,600. Since 2019, an additional \$92,925 of contributions have been added to this endowment.

**NOTE Q - ENDOWMENT FUND**

SPFC's endowment consists of the donor-restricted funds in **NOTE P** and one board designated investment fund established for the purpose of providing a continuous source of income for SPFC. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

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**NOTE Q - ENDOWMENT FUND - CONTINUED**

Endowment net asset composition by type of fund as of September 30, 2021 and 2020:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>Summary of Endowment Assets September 30, 2021:</b>			
Donor-restricted endowment	\$ -	\$ 1,067,426	\$ 1,067,426
Board-designated funds	<u>2,433,302</u>	<u>-</u>	<u>2,433,302</u>
	<u>\$ 2,433,302</u>	<u>\$ 1,067,426</u>	<u>\$ 3,500,728</u>
<b>Summary of Endowment Assets September 30, 2020:</b>			
Donor-restricted endowment	\$ -	\$ 1,133,696	\$ 1,133,696
Board-designated funds	<u>2,003,191</u>	<u>-</u>	<u>2,003,191</u>
	<u>\$ 2,003,191</u>	<u>\$ 1,133,696</u>	<u>\$ 3,136,887</u>

Changes in endowment net assets for the years ended September 30, 2021 and 2020 consist of the following:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>Changes in Endowment Net Assets for the year ended September 30, 2021:</b>			
Endowment net assets, beginning	\$ 2,003,191	\$ 1,133,696	\$ 3,136,887
Investments return:			
Investment income	36,888	4,337	41,225
Net appreciation (realized and unrealized)	<u>470,646</u>	<u>94,846</u>	<u>565,492</u>
Total investment return	<u>507,534</u>	<u>99,183</u>	<u>606,717</u>
Contributions	-	51,739	51,739
Distributions	(77,423)	(17,192)	(94,615)
Modification of restriction by donor	<u>-</u>	<u>(200,000)</u>	<u>(200,000)</u>
Total funds	<u>\$ 2,433,302</u>	<u>\$ 1,067,426</u>	<u>\$ 3,500,728</u>

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**NOTE Q - ENDOWMENT FUND - CONTINUED**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>Changes in Endowment Net Assets for the year ended September 30, 2020:</b>			
Endowment net assets, beginning	\$ 1,922,823	\$ 1,238,200	\$ 3,161,023
Investments return:			
Investment income	48,837	5,127	53,964
Net appreciation (realized and unrealized)	104,821	1,960	106,781
Total investment return	153,658	7,087	160,745
Contributions	-	91,375	91,375
Distributions	(73,290)	(2,966)	(76,256)
Modification of restriction by donor	-	(200,000)	(200,000)
Total funds	<u>\$ 2,003,191</u>	<u>\$ 1,133,696</u>	<u>\$ 3,136,887</u>

*Return Objectives, Risk Parameters, and Strategies*

SPFC has adopted an investment and spending policy for endowment assets that attempts to preserve the real (inflation adjusted) value of endowment assets, increase the real value of the portfolio and facilitate a potential distribution to support some level of future operations. Endowment assets include those assets of donor-restricted funds that SPFC must hold in perpetuity or for a donor-specified period(s). These objectives are met for funds held with the Community Foundation of Tampa Bay and Pinellas Community Foundation through the control of each of those Community Foundations (see **NOTES I AND P**). The Sister Margaret Freeman Foundation Board (the Foundation Board) serves as the Investment Committee for all other endowment funds. The terms of the operating policies of the endowment fund (the Fund) requires that the Fund will be managed by the Investment Committee. The Investment Committee is responsible to oversee the portfolio's investments and monitor the investments on an ongoing basis to ensure that long-term objectives are being met. The Investment Committee has agreed to a target asset allocation for the portfolio's assets and seeks advice from professional investment managers which hold the assets. The Fund is to invest funds in accordance with the standards set forth in the Foundation Board's investment policy.

*Spending Policy*

The Foundation Board is operating under an approved endowment policy that seeks to preserve the purchasing power of the Fund while providing income at the highest attainable level. The endowment fund may distribute income and dividends. Under Florida UPMIFA capital gains may also be distributed. Investment earnings and capital gains are accumulated in net assets without donor restrictions. There is to be no invasion of the original principal of the gift given to SPFC unless the donor instructs otherwise.

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**NOTE R – CONTINGENCIES AND UNCERTAINTIES**

SPFC receives significant support from grantor agencies for its programs under cost reimbursement agreements. SPFC is subject to audit examination by grantor agencies. If reimbursed expenditures are disallowed, repayments could be required.

On January 30, 2020, the World Health Organization (WHO) announced a global health emergency because of a new strain of coronavirus originating in Wuhan, China (the COVID-19 outbreak) and the risks to the international community as the virus spreads globally beyond its point of origin. In March 2020, the WHO classified the COVID-19 outbreak as a pandemic, based on the rapid increase in exposure globally.

The full impact of the COVID-19 outbreak continues to evolve as of the date of this report. As such, it is uncertain as to the full magnitude that the pandemic will have on SPFC's financial condition, liquidity, and future results of operations. Management is actively monitoring the situation on its financial condition, liquidity, operations, suppliers, industry, and workforce. Given the daily evolution of the COVID-19 outbreak and the global responses to curb its spread, SPFC is not able to estimate the effects of the COVID-19 outbreak on its results of operations, financial condition, or liquidity for the year ended September 30, 2022.

**NOTE S - SUBSEQUENT EVENTS**

SPFC has evaluated all subsequent events through February 28, 2021, the date the consolidated financial statements were available to be issued. SPFC is not aware of any subsequent events which would require recognition or disclosure in the consolidated financial statements.

**SUPPLEMENTARY INFORMATION**

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED SEPTEMBER 30, 2021**

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<u>Federal Agency Pass-Through Entity Federal Program</u>	<u>Federal Assistance Listing Number</u>	<u>Contract/ Pass-Through Entity Identifying Number</u>	<u>Expenditures</u>	<u>Provided to Subrecipients</u>
<b>FEDERAL AWARDS:</b>				
<b>U.S. Department of Treasury</b>				
<i>Passed through Pinellas Community Foundation:</i>				
COVID-19 Coronavirus Relief Fund	21.019	N/A	\$ 3,071,253	-
<b>Total Expenditures of Federal Awards</b>			<u>\$ 3,071,253</u>	<u>\$ -</u>

See accompanying auditor's report and notes to schedule of expenditures  
of federal awards.



**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
YEAR ENDED SEPTEMBER 30, 2021**

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**BASIS OF PRESENTATION**

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal activity of St. Petersburg Free Clinic, Inc. and Affiliate (SPFC) under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of SPFC, it is not intended to and does not present the financial position, changes in net assets, or cash flows of SPFC.

**SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

**INDIRECT COST RATE**

The Organization has elected not to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.



Oldsmar / Tampa / St. Petersburg

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF CONSOLIDATED  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors  
St. Petersburg Free Clinic, Inc. and Affiliate  
St. Petersburg, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of St. Petersburg Free Clinic, Inc. and Affiliate (SPFC), which comprise the consolidated statement of financial position as of September 30, 2021, and the related consolidated statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated February 28, 2022.

**Internal Control over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered SPFC's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of SPFC's internal control. Accordingly, we do not express an opinion on the effectiveness of SPFC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of SPFC's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**CONTINUED**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND  
OTHER MATTERS BASED ON AN AUDIT OF CONSOLIDATED  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS - CONTINUED**

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether SPFC's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the consolidated financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of SPFC's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SPFC's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*PDR CPAs + Advisors*

Oldsmar, Florida  
February 28, 2022



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors  
St. Petersburg Free Clinic, Inc. and Affiliate  
St. Petersburg, Florida

**Report on Compliance for Each Major Federal Program**

We have audited St. Petersburg Free Clinic, Inc. and Affiliate's (SPFC) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of SPFC's major federal programs for the year ended September 30, 2021. SPFC's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of SPFC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about SPFC's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of SPFC's compliance.

**Opinion on Each Major Federal Program**

In our opinion, SPFC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

**CONTINUED**

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL  
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE - CONTINUED**

**Report on Internal Control over Compliance**

Management of SPFC is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered SPFC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of SPFC's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weakness or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*PDR CPAs + Advisors*

Oldsmar, Florida  
February 28, 2022

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED SEPTEMBER 30, 2021**

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Type of auditor's report issued: Unmodified

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Internal control over financial reporting:

Material weakness(es) identified? \_\_\_ yes  X  no

Significant deficiency(ies) identified not considered to be material weakness(es)? \_\_\_ yes  X  none reported

Noncompliance material to financial statements noted? \_\_\_ yes  X  no

**Federal Awards Section**

Internal control over major federal programs:

Material weakness(es) identified? \_\_\_ yes  X  no

Significant deficiency(ies) identified not considered to be material weakness(es)? \_\_\_ yes  X  none reported

Type of auditor's report on compliance for major federal programs: Unmodified

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Any audit findings disclosed that are required to be reported in accordance with 2 CFR section 200.516 (a) of the Uniform Guidance? \_\_\_ yes  X  no

Identification of major federal programs:

Federal Programs:

Federal Assistance Listing Number	Name of Program or Cluster
21.019	COVID 19 Coronavirus Relief Fund

Dollar threshold used to determine Type A programs:

Federal programs \$ 750,000

Auditee qualified as low-risk auditee for federal purposes? \_\_\_ yes  X  no

**ST. PETERSBURG FREE CLINIC, INC.  
AND AFFILIATE  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
YEAR ENDED SEPTEMBER 30, 2021**

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**Part II - Schedule of Financial Statement Findings**

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*.

There were no reportable findings.

**Part III - Federal Award Findings and Questioned Costs**

This section identifies the significant deficiencies, material weaknesses, and instances of noncompliance, including questioned costs, related to the audit of major federal programs, as required to be reported by the Uniform Guidance.

There were no reportable findings.

**Summary Schedule of Prior Audit Findings**

A Summary Schedule of Prior Audit Findings is not necessary since there were no prior audit findings.







# ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Stahl & Associates Insurance, Inc.		<b>NAMED INSURED</b> St Petersburg Free Clinic Inc	
<b>POLICY NUMBER</b> _____		<b>EFFECTIVE DATE:</b> _____	
<b>CARRIER</b> _____	<b>NAIC CODE</b> _____		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

Directors & Officers Liability  
 The Federal Insurance Company NAIC # 20281  
 Policy # 68054652  
 Effective 3/31/2021-3/31/2022  
 \$1,000,000 Per Claim Limit  
 \$1,000,000 Maximum Aggregate Limit  
 \$10,000 Retention

Employment Practices Liability  
 The Federal Insurance Company NAIC # 20281  
 Policy # 68054652  
 Effective 3/31/2021-3/31/2022  
 \$1,000,000 Per Claim Limit  
 \$1,000,000 Maximum Aggregate Limit  
 \$10,000 Retention

Cyber Liability  
 Lloyds of London, NAIC # N/A  
 Policy # ESI0316827289  
 Effective 3/31/2021-3/31/2022  
 See attached for coverages, limits and deductibles

Crime  
 Federal Insurance Company, NAIC # 20281  
 Policy # 82596900  
 Effective 5/31/2021-3/31/2022  
 Insuring Clauses Applicable to this Coverage Part: Limits of Liability Retentions  
 (A) Employee Theft Coverage: \$300,000 \$5,000  
 (B) Premises Coverage: \$300,000 \$5,000  
 (C) In Transit Coverage: \$300,000 \$5,000  
 (D) Forgery Coverage: \$300,000 \$5,000  
 (E) Computer Fraud Coverage: \$300,000 \$5,000  
 (F) Funds Transfer Fraud Coverage: \$300,000 \$5,000  
 (G) Money Orders & Counterfeit Currency Fraud Coverage: \$300,000 \$5,000  
 (H) Credit Card Fraud Coverage: \$300,000 \$5,000  
 (I) Client Coverage: \$300,000 \$5,000  
 (J) Expense Coverage: \$25,000 Not Applicable  
 Social Engineering Fraud Coverage Endorsement: \$50,000 \$10,000