

Application Form

Organization Information

Brief Project Descriptor

Please briefly describe this organization's request.

If you have previously applied for a Small Purchase and would like your previous request copied over to update and submit for consideration in Round Two, please contact Rose Cervantes. Due to the current inflationary environment, you will need to obtain new bids/estimates for your proposed purchases regardless of a prior submission. The new request amount must also fit within the maximum request amounts for Round Two.

If you would like to complete this application in Word first and copy your answers over later, use the following link: [Download Application](#)

The evaluation rubric that will be used to score your request can be downloaded [here](#).

Please pay attention to character limits while working on your draft. These limits include spaces.

Organization Name*

Florida Botanical Gardens Foundation, Inc.

Proposal Name*

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

Children's Discovery Garden Furnishings

EIN*

59-1230940

Incorporation Year*

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

1994

Organizational Mission Statement*

What is your organization's mission statement? This should be no longer than one or two sentences.

The Florida Botanical Gardens Foundation is committed to creating an environment at the Florida Botanical Gardens for the community to come together for education, inspiration and enjoyment. Our values are to ethically, inclusively and respectfully serve our Visitors, Foundation Members and Donors through Advocacy, Collaboration, Diversity, Equity and Inclusion, Financial Security, Inspiration and Stewardship.

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

ZZ6RUY2YMKF1

Annual Operating Budget Size*

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

\$440,610.00

Parent Non-Profit/Subsidiaries*

If your organization has a parent non-profit that has multiple subsidiaries, will multiple subsidiaries be applying in this process?

Example

Better Tomorrow is the parent non-profit of three organizations. Two of those organizations want to apply in this process. Both would select "Yes" on this question.

No

Amount Requested (Annual Operating Budget Size ≤ \$500,000)

Amount Requested*

Because your annual operating budget is \$500,000 or less, the maximum grant request for your organization is **\$100,000.**

\$100,000.00

Request Specifics

Priority Areas*

For Round 2 of this funding process, the ARPA Nonprofit Capital Project Fund is prioritizing organizations that offer programming, and whose capital purchase is related to, the following areas:

- Individuals with Disabilities
- Food Security
- Specialized Healthcare
 - o Mental Health
 - o Dental Care
 - o Substance Use Disorders
- Housing

Not offering programming in these areas does not disqualify you from applying. However, this prioritization will result in 10 bonus points being awarded to eligible requests when scored.

Does your organization and its proposed capital purchase fit into one of these areas?

No

Organization Programmatic Background*

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

If you have indicated above that your programming and proposed purchase fit into the priority areas for this funding round, please be sure to describe the relevant programming.

For 20 years, the Florida Botanical Garden Foundation has created and implemented, family-oriented cultural and educational programs and events, making the County a desirable place to live and visit. The Majeed Discovery Garden(MDG) outdoor classroom building and area will be center stage for this going forward:

* EDUCATION- Weekly programming of interactive learning classes: Growing Up Wild, Youth Citizen Science Training, and Nature Club. We also offer docent lead and self-guided tours, with interpretive signage and brochures.

*EVENTS- (all annual & free unless noted,number refers to attendance)

- Pumpkin Fest (800+): child focused with a pumpkin patch, pumpkin carving, & spooky activities in collaboration with the Florida Nursery, Growers and Landscaping Association and Pinellas County Farm Bureau.

- Earth Day Celebration (500+)

- Third Saturdays at Pinewood Cultural Park (400+ attendees): Celebration jointly with Creative Pinellas and Heritage Village with host of activities in each area

- Florida African American Celebration (5,000+) & 2022 Pinellas African American Heritage Celebration (1,000+): cultural day
- Holiday Lights (75,000+): Gardens sparkle with 1M twinkling, multi-color lights, vibrant laser shows, lighted snowmen, flamingos & other figures displayed to wow guests of all ages.
- Hops Night (adult paid event) (400): fund raising event with beer tasting from local breweries, food, music from local bands, and networking with the community.

* TOURISM: Open daily from 7am-5pm. We work with Chambers' of Commerce (Amplify, Seminole, Belleair Bluffs, Bay Area Concierge Association, & Women In Tourism) to promote FBG as part of Pinellas County tourism.

Our current social media presence is: 1,863,495 Google searches - 23,200 Facebook followers - 1,174 Twitter Followers - 38,840 Instagram followers.

FBG was one of the only venues opened for the entire COVID lock down and provided an outdoor haven for local residents and tourists.

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.

Pinellas County is the most densely populated county in Florida. According to the 2020 census, there are 145,000 children aged 18 and under. There is currently no children's garden in Pinellas County that is free, open daily from 7 am to 5 pm, 363 days a year. We are creating this garden to ensure we provide a green space open to all abilities, ADA compliant, educational, and includes features such as interpretive signage with this very important outdoor classroom for programming. The furnishings and educational support equipment, which we are requesting in this grant, are/would be critical features.

The Child Mind Institute notes that the average child in the USA spends 4 to 7 minutes outside a day and 7 hours a day inside looking at a screen. The preference for indoor play has exacerbated health problems such as childhood obesity, asthma and ADHD. These health issues are more apparent in lower income neighborhoods, where children have less access to public green space for outdoor play and learning.

Environmental education researchers have concluded that children's gardens in urban locations can improve children's physical and mental health through the pleasure and play they experience in a natural, green environment. The websites 'childmind.org' and 'childrenandnature.org' have a plethora of research on the benefits to children spending time outdoors; including how being in nature is soothing as well as emotionally and physically healing.

We imagine that the benches, tables and chairs, and educational carts will enhance our efforts to passionately bring STEAM programming to our community, beyond the standard classroom. It is our intention that this educational programming will impact many children, including those within the nearby QCT areas of the county.

Negative Economic Impact on Organization*

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.

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

include:

- Inflationary pressures
- A reduction in revenue since the onset of the pandemic
- An increase in pandemic-related revenue that is restricted, or otherwise does not permit the purchase of capital assets
- The use of reserves for pandemic-related unbudgeted expenses
- Allocation of resources to meet a pandemic-related increase in demand for services, which results in a lack of resources to purchase capital assets
- A need for additional capital assets to adapt operations to accommodate health and safety guidelines by the CDC

You have the option to upload supporting documentation regarding negative economic impact. However, please limit your upload to no more than five pages.

COVID NEGATIVE IMPACT SUMMARY

\$559,468.00 Increase Costs (A- detailed on spreadsheet attached)

\$185,740.00 Reduction Revenue (B- detailed on spreadsheet attached)

\$ 37,260.00 5% grant administration, project management, and other indirect costs

\$782,468.00 Total

OTHER NEGATIVE IMPACTS FROM COVID: NON-QUANTIFIABLE LOSSES

* GIFT SHOP CLOSED - Our gift shop is located in the IFAS building within the gardens and it was closed by the county for 18 months due to COVID. Our gift shop is a key hub for community interaction and serves as our:

- 'mini welcome center' where we meet/greet visitors, provide maps of the gardens and other information
- membership center- where we interact with current members and meet potential new members
- base for information on purchase of memorials in the gardens
- center for fundraising and our donation box is located outside the gift shop

* MEETING ROOMS CLOSED

- could not hold events that brings people together in the garden
- could not hold fundraisers

* HIGHER COST OF SUPPLIES

- cost of office supplies, printing costs
- cost of zoom to hold our board meetings and participate in County and other meetings virtually

*VOLUNTEERS

- when we did open, there were less volunteers because people were skeptical about COVID safety

* MEMBERSHIP

- we increased the amount of members due to the fact that we had more visitors, had virtual membership drives and fundraisers. However, it has significantly increased the cost of managing the membership program as well as the cost of the software to manage the database of members and donors.

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 purchase proposal and address the following:

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

As we near completion of the construction of our new and inclusive Majeed Discovery Garden (MDG), we are asking for \$100k for the educational support equipment and furnishings for this area of the garden and the outdoor classroom and for children of all ages. These are critical elements needed to effectively roll out our planned educational programs intended to reach children, individuals with disabilities, seniors and underserved communities. This includes ADA compliant benches that will provide resting places along pathways throughout our lush tropical garden. The tables and chairs for our outdoor classroom create an optimal learning environment for our STEAM (Science, Technology, Engineering, Art, and Mathematics) programs. Educational carts will help bring our programs and materials right out in the open in any spot in our garden. We had to delete these items from the garden plans due to the increased cost of construction, COVID related supply chain issues and reduction in revenue.

The MDG is a 2+acre site within the existing 100-acre Florida Botanical Gardens, a public space and free botanical garden in the heart of Pinellas County. Sowing the seeds of interest for future environmental stewards is a major goal of the project. The MDG will provide an oasis that is ADA compliant for the local community and tourists to come together to walk, picnic, play and learn amid a vast array of Florida Native flora and fauna. It is designed to entice, engage and educate children about the natural environment through discovery and play.

The outdoor classroom building will be a key feature that will provide an open, but covered space for learning, community gathering and special events. We will have a full-time certified educator that will teach educational programs for children 3 yrs and up with interactive learning experiences on a weekly basis. Children can play hide and seek, experience a sensory garden with fragrances and tactile experiences, observe wildlife in a pond, plant a seed or pot a plant, and water their plants from a hand pump or giant rain barrel.

The lifespan of the specified equipment/furnishings is expected to be 20+ years. This is comparable to existing furnishings in other parts of the Florida Botanical Gardens. Items will be constructed of powder coated steel, recycled plastic and other long lasting, weatherproof, outdoor rated materials.

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. According to federal guidance, 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 purchase benefit the community members defined above that have experienced disproportionate negative impacts from the COVID-19 pandemic? If so, how?

Our existing gardens and the new children's garden project will serve ALL community members. There are no barriers to entry:

- it is a free, public, green space that serves everyone
- we welcome everyone regardless of ethnicity, gender, sexuality or religion or economic status.
- it is American Disabilities Act (ADA) compliant so people of all abilities can access the area and partake in programs/events with no problem
- the children's garden will have a sensory garden for gentle stimulation of the senses for those with visual, physical, emotional and intellectual disabilities. In addition, we are building participation opportunities for individuals in the QCT and other under served communities.

We are exploring all opportunities to enable everyone to get to the gardens and partake in the programs and events. We are looking into transportation logistics, offering low cost and/or free education classes and culturally specific events and activities. We will be collaborating with organizations that serve adversely affected populations to meet these desired goals.

Also, we know that the community loves these gardens as shown by the fact that during COVID, the garden buildings were closed from March 2020-May 2021, and yet during these 14 months about 740k people visited the garden during that period. (Data is from the Pinellas County Parks and Conservation Resources staff estimates based on car counters at the two parking lot entrances).

Number Served*

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

46500

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**.

Other (Explanation Required Below)

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 purchase.

The Florida Botanical Gardens has free entry, as will the MDG. As a free, public space we cannot count the number of visitors to the gardens. However, through observation and random surveys, we note an average of over 95 people per day. We expect a conservative 35%+ increase in this number because the major goal of this project is to offer education/events specifically focused on bringing children to the MDG. We will do this through partnerships with organizations in the QCT, with Home Schooled Children, with Boy/Girl Scouts, Big Brother/Big Sister, local church and school groups.

We have reviewed multiple studies on the impact of opening of children's gardens and found that when children's gardens opened within the Botanical Gardens in NYC; Columbus,OH; and Lansing,Mi it resulted in a 35% to 200+% visitation increase within 1 year! We expect the same results given that our focus is the same as these gardens.

Geographic Impact & Priority Populations

The ARPA Nonprofit Capital Project Fund seeks to offset the negative economic impact Pinellas nonprofits faced due to the COVID-19 pandemic. Organizations who serve disproportionately impacted communities will be considered as serving a priority population. There are several ways to determine if your clients were disproportionately impacted.

Examples of disproportionately impacted communities include those who:

- Live in a Qualified Census Tract (QCTs)
 - Defined by U.S. Department of Housing and Urban Development (HUD)
 - U.S. Treasury guidance prioritizes use of ARPA funds within QCTs
 - 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
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.
- Low- and moderate-income household and communities
- Households that qualify for federal assistance programs, such as SNAP and TANF
- Historically marginalized communities (BIPOC communities, persons with disabilities, LGBTQ+, religious minorities, and other communities that fit in the Equity definition provided on the ARPA website and application)

Benefits and Geography of Purchase*

Please describe the following:

1. The communities/clients that will benefit from this capital purchase, and whether they were disproportionately impacted by the pandemic according to the examples above.
2. The geographic areas in which this capital purchase will be put into use. Be as specific as possible.

The Gardens are centrally located in Pinellas County and it is within 5 miles of 4 QCT's and 10 miles of all the QCT's in the county. We support these populations because we are the only free, public garden in the county that is accessible by car and by local buses. Entrances do not have 'doors' so we cannot track visitor demographic information. However, from March 2020-May 2021, Pinellas County Parks & Conservation Resources estimated about 740k visitors came to the Florida Botanical Gardens! This figure is based on car counters at the two parking lots (a conservative average 2 people per car entering the premises).

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/>

12520 Ulmerton Road, Largo, Florida 33774

QCT Determination - Headquarters*

Is this organization headquartered in a QCT?

No

Community Connection

PCF understands the value of authentic and diverse representation in philanthropy and in Pinellas County. To this end, we ask demographic and representation questions to gauge the human impact your organization has on the communities 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.

If your staff, board, executive leadership, or long-term volunteers have personal identities or experiences that allow for a meaningful connection with your clients, please feel free to describe this connection below. When possible, please use internal data or specific details to describe how your organization is representative and connected to the communities you serve.

Educational Programming Partners work with us on our Growing Up WILD/Project WILD curriculum and classes, our Nature's Club for children, and our Youth Science Training program:

- The Association of Fish & Wildlife Agencies
- Boy Scouts and Girl Scouts, and Big Brothers/Big Sisters- to bring participants to educational events
- Local private schools, charter schools, and home-school groups are offered private tours and field trips at the Gardens.

Annual Events Partners- we work with the following local organizations to put on our annual events (i.e. Holiday Lights, Pumpkin Fest, Earth Day, Gift/Plant Sale, Garden Tours etc.):

- Florida Nursery, Growers, and Landscape Association,
- Pinellas County Farm Bureau,
- Pinellas County 4-H
- City of Largo
- Habitat for Humanity
- Largo Library
- Family Center on Deafness

- Great Explorations Children's Museum
- Florida West Coast Orchid Society
- Professional Association of Visual Artists (PAVA)

We are part of the Pinewood Cultural Park partnership with:

- Creative Pinellas: an art gallery and advocate for supporting Artists and Arts Organizations with a focus on Encouraging Creativity and Innovation, Making Arts & Creativity Available to All.
- Heritage Village: an area of historical structures from around Pinellas County, each of which houses historically significant artifacts. Programs include interpretive signage, programs, classes, workshops & events.

We all meet monthly to discuss ways to support each entities mission, and we collaborate on events and activities. We recently started the free Third Saturdays at Pinewood, to enhance the visitor experience, and encourage regular participation to the park.

We partner with University of Florida IFAS Pinellas County Extension the outreach education arm of UF in Pinellas County, representing the USDA. The Gardens serve as a living classroom for PC Extension and their Master Gardeners. They provide classes in consumer science, gardening, horticulture, youth development and more.

Chamber of Commerce Partnerships- we participate in events and programming with these groups to ensure we support tourism efforts:

- Seminole Chamber of Commerce
- Bay Area Concierge Association (BACA)
- Women In Tourism (WIT) group.
- Central Pinellas Chamber of Commerce
- Amplify Clearwater
- Belleair Bluffs Business Association

We partner with Cultural and Religious Organizations to include their members in programming and activities in the gardens.

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. Neurodiversity is defined as "the range of differences in individual brain function and behavioral traits, regarded as part of normal variation in the human population." Examples of neurodiversity include autism spectrum disorders, ADHD, and dyslexia.

BIPOC

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. Neurodiversity is defined as “the range of differences in individual brain function and behavioral traits, regarded as part of normal variation in the human population.” Examples of neurodiversity include autism spectrum disorders, ADHD, and dyslexia.

If your organization is volunteer-run and does not have an executive leadership team, please select "Not applicable."

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+ defined as Lesbian, Gay, Bisexual, Transgender, Queer+
- Neurodiverse/physically disabled. Neurodiversity is defined as “the range of differences in individual brain function and behavioral traits, regarded as part of normal variation in the human population.” Examples of neurodiversity include autism spectrum disorders, ADHD, and dyslexia.

If your organization is volunteer-run and does not have an executive leader, please select "Not applicable."

BIPOC

Proposal Costs

Please upload current verifiable bids, estimates, or price lists [from your potential vendor(s)]. These bids must be dated within the past 60 days. *Please ensure there is a date noted on the bid or some annotation as to when you obtained these estimates/bids.*

- If your purchase is BELOW \$75,000, you must upload TWO verifiable bids or estimates for the proposed purchases.
- If your purchase is ABOVE \$75,000, you must upload THREE verifiable bids or estimates for your proposed purchases.

This can be as simple as screenshots from Amazon or Best Buy (though PCF does not endorse or recommend any specific vendor) or may be from specialized vendors that sell your proposed purchase. If you have concerns regarding bids or estimates, please reach out to PCF staff.

Please note if you submitted a proposal in the first round of funding for Small Capital Purchases, you will be required to submit new bids for an accurate cost estimation in the current market.

If you need assistance compressing files, please email Rose Cervantes at rcervantes@pinellascf.org.

Bid/Estimate #1*

PDF files are accepted.

Worthington Furniture Quote_March 2023.pdf

Bid/Estimate #2*

PDF files are accepted.

SCHOOL OUTFITTERS Quote_ March 2023.pdf

Bid/Estimate #3

PDF files are accepted.

QUOTES_EDUCATIONAL CARTS_UNIQUE & ICICYCLE TRICLYCLE_March 2023.pdf

Sole Source*

In some cases, a proposed small purchase is only available from a single vendor, and as such, only one bid/estimate can be uploaded. If this is the case for your organization, please explain in the field below, and contact Rose Cervantes at rcervantes@pinellascf.org.

Otherwise, write "N/A" below.

N/A

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 Summary*

Please use **THIS TEMPLATE** to indicate costs and any cash match your organization may have for the proposed purchases. Note: this spreadsheet will automatically round numbers to make it easier to read for committee members.

If you submitted a proposal in the first round of funding for Small Capital Purchases, you will be required to submit a new budget for an accurate cost breakdown in the current market. Additionally, this round of funding there is less available monies, and the max award request has decreased.

Please note that indirect costs are not permitted for small purchases.

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

Budget-Template-Small-Capital-Purchases(1).xlsx

We have two quotes for the educational furnishings: 2 quotes for the outdoor furniture supplies and 2 quotes for the educational cart vendors.

In the budget template we used the quotes from the vendor we preferred and added a line for variance in price. If the price of the furnishings goes above \$100k by the time we are ready to purchase, then we would reduce the number of carts we buy.

Other Funding Sources*

Please describe any other funding not already mentioned that your organization has applied for or obtained for this purchase.

This includes but is not limited to Community Block Development Grants (CBDG), local government grants (including Tourist Development Council funding), foundation grants, and private donors (you do not need to disclose donor identities but simply indicate the amount raised for this purchase). This includes any matching grants or in-kind contributions you may have obtained.

Please be sure these other funding sources are represented in the "Applicant Match" column in the budget summary uploaded above.

None

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 purchase **decreases** ongoing operating costs, how will it do so?
- If this purchase **does not affect** operating costs, please note so below.

Does not affect.

Corrective and Investigative Action/Grant Recall

In the past three (3) years, has your organization or any affiliated parties with 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. You may upload a PDF file to support your answer if necessary.

If no, write "N/A"

N/A

Insurance Requirements

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 purchase. 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.

Certificates Of Insurance - FBGF.pdf

Insurance Requirement*

If you are awarded a contract from the ARPA Nonprofit Capital Project Fund, you may 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.

Organization Documentation

Please reach out to PCF staff if you have trouble uploading the files below. We are able to assist with file conversion and file compression.

Organization Budget*

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

FBGF_Operating_Budget_2022-2023.pdf

Board of Directors List*

Please upload your Board of Directors list.

Excel, Word, and PDF file formats are accepted.

FBGF Board Directors Contact Information - 2021-2022 (3).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.

Only PDF files are permitted.

FBGF Form 990 FY 22.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.

Feb P&L.pdf

We are only required to do an audit once every five years. We will have one done at the end of this fiscal year.

Post-Grant Requirements

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 a report within 30 days after the purchase is completed.

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

Additional Information

Additional Upload

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

COVID Financial Damage- Project Cost- SEPT 5.pdf

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?

Whilst we may not be curing physical hunger or shelter, we are creating an outdoor oasis for the human – plant connection, which has a name: biophilia, which means “love of life.” Spending time in a garden is an ideal way to cure what ails the soul by soaking up some peace and serenity amid flora and fauna, even when you are limited in mobility or have young children in tow. It is a space for leisurely strolls, just sitting on a bench and enjoying the buzzing of the bees and flowers dancing in the wind. Help us build the "Majeed Discovery Garden - A Place for Children of All Ages" with the key furnishings needed to complete our dream garden for the grand opening at the end of Summer 2023. Thank you very much and hope to see you here!

Agreements

Affirmation of Application Materials*

I hereby certify that, to the best of my knowledge, the provided information within this application is true and accurate.

Yes

Public Application and Grant Process*

In order to maintain transparency for the use of public funding, PCF will publish all submitted funding requests, committee review meeting minutes, executed contracts, and reports to its website. This means your funding request in its entirety will be published. Please check the box below to indicate your understanding of this.

Yes, I understand.

Final Approval for Grant Award*

The grantmaking process administered by PCF results in funding recommendations by an external committee using an objective, public rubric. Final approval of recommendations is made by the Pinellas Board of County Commissioners.

Yes, I understand.

File Attachment Summary

Applicant File Uploads

- Worthington Furniture Quote_March 2023.pdf
- SCHOOL OUTFITTERS Quote_ March 2023.pdf
- QUOTES_EDUCATIONAL CARTS_UNIQUE & ICICYCLE TRICLYCLE_March 2023.pdf
- Budget-Template-Small-Capital-Purchases(1).xlsx
- Certificates Of Insurance - FBGF.pdf
- FBGF_Operating_Budget_2022-2023.pdf
- FBGF Board Directors Contact Information - 2021-2022 (3).pdf
- FBGF Form 990 FY 22.pdf
- Feb P&L.pdf
- COVID Financial Damage- Project Cost- SEPT 5.pdf

For assistance, please contact your furniture expert:

Valid 3/15/2023 To 04/14/2023

Alisa Plummer








alisa@worthingtondirect.com

P: 800-599-6636

Bill To
FLORIDA BOTANICAL GARDENS FOUNDATION ACCOUNTS PAYABLE 12520 ULMERTON RD LARGO, FL 33774-3602

Ship To
FLORIDA BOTANICAL GARDENS FOUNDATION VERNON BRYANT 12520 ULMERTON RD LARGO, FL 33774-3602

FREIGHT IS TAILGATE DELIVERY ONLY.
YOU WILL NEED PERSONNEL
AVAILABLE TO OFF LOAD.

	Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
	43208	358-XC	CAPRI SQUARE OUTDOOR TABLE Estimated Lead Time: 112 - 126 days plus 2-5 days for transit	\$2199.00	3	\$6,597.00
	43758	358H-C	ADA 3-SEAT SQUARE, CAPRI OUTDOOR TABLE Estimated Lead Time: 112 - 126 days plus 2-5 days for transit	\$2036.00	1	\$2,036.00
	43446	238-8	8'L EXTRA HEAVY-DUTY RECTANGLE PICNIC TABLE Estimated Lead Time: 112 - 126 days plus 2-5 days for transit	\$1328.00	2	\$2,656.00
	43680	954-P8	8'L, LEXINGTON PERFORATED OUTDOOR BENCH Estimated Lead Time: 112 - 126 days plus 2-5 days for transit	\$1432.00	10	\$14,320.00
	43484	958-X8	8'L LEXINGTON OUTDOOR BENCH W/O BACK Estimated Lead Time: 112 - 126 days plus 2-5 days for transit	\$1500.00	9	\$13,500.00
	43110	PR-55	55 GALLON PERFORATED METAL TRASH RECEPTACLE Estimated Lead Time: 112 - 126 days plus 2-5 days for transit	\$608.00	12	\$7,296.00
	43115	PL-55	BLACK, 55 GALLON PLASTIC LINER FOR TRASH RECEPTACLE Estimated Lead Time: 112 - 126 days plus 2-5 days for transit	\$102.00	12	\$1,224.00

For assistance, please contact your furniture expert:

Valid 3/15/2023 To 04/14/2023

Alisa Plummer







alisa@worthingtondirect.com

P: 800-599-6636

Bill To
FLORIDA BOTANICAL GARDENS FOUNDATION ACCOUNTS PAYABLE 12520 ULMERTON RD LARGO, FL 33774-3602

Ship To
FLORIDA BOTANICAL GARDENS FOUNDATION VERNON BRYANT 12520 ULMERTON RD LARGO, FL 33774-3602

FREIGHT IS TAILGATE DELIVERY ONLY.
 YOU WILL NEED PERSONNEL
 AVAILABLE TO OFF LOAD.

	Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
	43113	RBR-55-08	55 GALLON RAIN BONNET LID FOR TRASH RECEPTACLE Estimated Lead Time: 112 - 126 days plus 2-5 days for transit days	\$237.00	12	\$2,844.00
	21165	111-P	30"X60"X23"-30"H, FOLDING TABLE WITH ADJUSTABLE HEIGHT Estimated Lead Time: 21 days - 28 days plus 2-5 days for transit	\$195.00	12	\$2,340.00
	22A89	1014-XX-XX	14"H SYNERGY STACK CHAIR, POWDER COAT FRAME Estimated Lead Time: 14 days - 42 days plus 2-5 days for transit	\$49.00	20	\$980.00
	22A95	1018-CR-XX	18"H SYNERGY STACK CHAIR, CHROME FRAME Estimated Lead Time: 14 days - 42 days plus 2-5 days for transit	\$90.00	40	\$3,600.00
	96069	DY-81	STACKING CHAIR DOLLY Estimated Lead Time: 7 days - 14 days plus 2-5 days for transit	\$47.00	5	\$235.00
	43224	956-X	30"H TALL FOOD COURT CHAIR Estimated Lead Time: 112 - 126 days plus 2-5 days for transit days	\$449.00	4	\$1,796.00



Quote #QTE068830

Customer ID: FLO2058

For assistance, please contact your furniture expert:

Valid 3/15/2023 To 04/14/2023

Alisa Plummer

alisa@worthingtondirect.com

P: 800-599-6636

Bill To

FLORIDA BOTANICAL GARDENS
FOUNDATION
ACCOUNTS PAYABLE
12520 ULMERTON RD
LARGO, FL 33774-3602

Ship To

FLORIDA BOTANICAL GARDENS
FOUNDATION
VERNON BRYANT
12520 ULMERTON RD
LARGO, FL 33774-3602

FREIGHT IS TAILGATE DELIVERY ONLY.
YOU WILL NEED PERSONNEL
AVAILABLE TO OFF LOAD.

Stock No.	Vendor No.	Item Description	Price	Qty	Subtotal
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Subtotal	\$59,424.00
Shipping	4,359.00
Tax	4,464.81
Total	\$68,247.81

Shipping Information

This order includes: Liftgate Service Inside Delivery Call Before Delivery

This quote reflects standard tailgate delivery. You will need personnel to take the items off the freight truck and bring inside your own facility. Delivery appointments can be made by the freight company to schedule approx delivery time.

Liftgate service is recommended for facilities that do not have a loading dock or personnel/equipment needed to lower large or heavy freight to the ground. Selecting this service will ensure that your shipment is lowered to the ground.

Inside Delivery service means that a single freight driver will assist in bringing your shipment inside the first set of doors to your facility. The driver will not navigate stairs/elevators and may still require assistance with extremely large or heavy items.

Please contact your rep to have these additional services added to your quote, or to learn more about them.

When you are ready to order, please make sure you have made all color selections and verified shipping and billing details. Feel free to discuss any questions you may have with your representative: Alisa Plummer at alisa@worthingtondirect.com

Thank you for this opportunity to furnish your space!



Furnishing great places to learn.

For assistance, please contact:

Jason Rapp

Phone: 866-619-0260

Fax: 866-619-0261

www.schooloutfitters.com • PO Box 779193 • Chicago IL 60677-9193

jason.rapp@schooloutfitters.com

Quote Summary

Quote #: QUO11402233

Valid through: 04/22/2023

Bill to:

Florida Botanical Gardens
Vernon Bryant
12520 Ulmerton Rd
Largo FL 33774-3602 USA

Phone: 1 (727) 224-6775

Fax: N/A

Email: vbryantproductions@gmail.com

Ship to:

Florida Botanical Gardens
Vernon Bryant
12520 Ulmerton Rd
Largo FL 33774-3602 USA

Phone: 1 (727) 224-6775

Fax: N/A

Email: vbryantproductions@gmail.com

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
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1.	UTP-358PS-P	Square Portable Preschool Outdoor Picnic Table - Round Perforation	3			\$1,441.99	\$4,325.97
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Options:

- Frame – Black Powder Coat Frame (+ \$0.00)
- Seat & Table – Black Thermoplastic table & seat color (+ \$0.00)

Estimated Delivery:

53 business days after order confirmation

Comments:

Please contact your Florida account manager Jason Rapp at 866-619-0260 or jason.rapp@schooloutfitters.com for additional information. I am here to help you find the right solutions for your business and learning environments.

2.	UTP-358H-P	ADA Square Heavy-Duty Picnic Table w/ Round Perforation	1			\$1,611.99	\$1,611.99
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Options:

- Frame – Black Powder Coat Frame (+ \$0.00)
- Seat & Table – Black Thermoplastic table & seat color (+ \$0.00)

Estimated Delivery:

53 business days after order confirmation

3.	UTP-700SM-VS3	700 Series Individual Seat Bench	7			\$1,588.99	\$11,122.93
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Options:

- Frame – Black Powder Coat Frame (+ \$0.00)
- Bench Plank – Black Thermoplastic Plank (+ \$0.00)

Estimated Delivery:

53 business days after order confirmation

4.	SPG-YAL158PS-P8	Rectangle Portable Preschool Outdoor Table - Round Perforation (8' L)	2	\$2,777.76	50%	\$1,388.88	\$2,777.76
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Options:

- Table – Red (+ \$0.00)
- Frame – Black (+ \$0.00)

Estimated Delivery:

53 business days after order confirmation

Comments:

Please contact your Florida account manager Jason Rapp at 866-619-0260 or jason.rapp@schooloutfitters.com for additional information. I am here to help you find the right solutions for your business and learning environments.

5.	UTP-954-P8	Lexington 954 Series Park Bench - Round Perforation (8' L)	10			\$1,594.99	\$15,949.90
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Options:

- Bench Plank – Black Thermoplastic Plank (+ \$0.00)

Estimated Delivery:

53 business days after order confirmation

6.	UTP-958-P6	958 Series Lexington Bench (6' L)	9			\$1,495.99	\$13,463.91
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Options:

- Bench – Black Thermoplastic (+ \$0.00)

Estimated Delivery:

53 business days after order confirmation

7.	NOR-YAL-PR-55	Metal Outdoor Trash Can - Perforated Metal (55 Gallons)	12	\$1,494.76	25%	\$1,123.85	\$13,486.20
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Options:

- Trash Can Lid – RBR-55-08 Rain Bonnet (+ \$264.99)
- Trash Can Liner – PL-55 (+ \$116.99)
- Mounting Kit – IG-KIT-55 (+ \$94.99)
- Trash Can – Black (+ \$0.00)

Estimated Delivery:

53 business days after order confirmation

8.	MWF-TLA305EF	TL Series Conference Table - Plywood Core Top - Adjustable Height (30" W x 60" L x 22-29" H)	12	\$1,048.00	32%	\$707.99	\$8,495.88
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Options:

- Metal Accent – Black Metal (+ \$0.00)
- Vinyl Molding Edge – Black Vinyl Molding Edge (+ \$0.00)
- Top – Grey Nebula - 4622 (+ \$0.00)

Estimated Delivery:

33 business days after order confirmation

9.	JON-8144JC	Stackable School Chair w/ Chrome Legs (14" Seat Height)	20	\$153.98	50%	\$76.99	\$1,539.80
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Options:

- Chair – Red Chair - 1008 (+ \$0.00)

Estimated Delivery:

20 business days after order confirmation

10. JON-8148JC [Stackable School Chair w/ Chrome Legs \(18" Seat Height\)](#) 40 \$193.98 50% \$96.99 \$3,879.60



Options:

Chair – Red Chair - 1008 (+ \$0.00)

Estimated Delivery:

20 business days after order confirmation

11. NPS-DY-81 [Stack Chair Dolly](#) 5 \$95.00 34% \$62.99 \$314.95



Estimated Delivery:

4 business days after order confirmation

12. NOR-IFK1001 [Alfresco Bistro Indoor/Outdoor Café Stool](#) 4 \$901.76 50% \$450.88 \$1,803.52



Options:

Stool – Black w/ Black Frame (+ \$0.00)

Estimated Delivery:

8 business days after order confirmation

Shipping & Handling Breakdown

Items Shipping From:	Shipping Via:	Service(s) Included:
School Outfitters	BNSF Logistics	Lift Gate Call Ahead:Vernon Bryant 1 (727) 224-6775
Midwest Folding Products	FEDEX FREIGHT PRIORITY	Lift Gate Call Ahead:Vernon Bryant 1 (727) 224-6775
Jonti-Craft	FEDEX FREIGHT PRIORITY	Lift Gate Call Ahead:Vernon Bryant 1 (727) 224-6775
National Public Seating	FedEx GROUND	
Norwood Commercial Furniture	AAA COOPER TRANSPORTATION	

Product SubTotal: \$78,772.41
 Shipping & Handling: \$6,811.49
 Sales Tax: 0.00
Grand Total: \$85,583.90

Important Shipping Information

Shipping on specified items includes a lift gate on the truck, but does not include inside delivery. The driver will lower items to the ground only. Customer must bring inside. Inside delivery is available for an additional charge.

Please remember to inspect your order at the time of delivery. Do not throw away any of the original packaging until inspection is completed. Any missing parts or damages must be reported to customer service at 1-866-619-1776 within 5 business days of delivery.

All quotations are for tailgate delivery, F.O.B. factory, unless otherwise noted.

Sales Representative Comments

Due to the continuous fluctuation with cost of products, increased shortage of raw materials and increased transportation demands, it is important to finalize your ordering needs soon. Please contact us for any assistance needed to proceed with your order.

Please contact your Florida account manager Jason Rapp at 866-619-0260 or jason.rapp@schooloutfitters.com for additional information. I am here to help you find the right solutions for your business and learning environments.

Thank you for the opportunity to earn your business.

For Assistance: Jason Rapp • Phone: 866-619-0260 • Fax: 866-619-0261 • jason.rapp@schooloutfitters.com

Item Details

Ultra Play Systems

Square Portable Preschool Outdoor Picnic Table - Round Perforation



Ultra Play's Square Portable Preschool Picnic Table offers highly durable and brightly colored seating for little ones. The 14-gauge steel tube frame withstands years of heavy use and features stainless steel, rust-resistant hardware. The 11-gauge steel tabletop is supported by a mounting bracket for added durability. The table's thermoplastic finish is impact-resistant and won't fade, crack or peel in harsh sunlight. Choose from several frame, seat and tabletop colors.

Specifications

Product Weight (Lbs):	187
Assembly:	Assembly Required
Bench Depth:	12" D
Bench Height:	12" H
Overall Height:	27 3/4" H (28 1/4" H w/ casters)
Bench/Top Finish:	Thermoplastic
Frame Finish:	Powder coat
Material:	14 & 11 gauge steel
Overall Width:	77 1/2" W
Table Height:	20" H
Height:	"20"" H"
Overall Width:	"77 1/2"" W"
Diameter:	2 1/2' Diameter

Options

Frame Color:

-  Beige Powder Coat Frame
-  Black Powder Coat Frame
-  Blue Powder Coat Frame
-  Brown Powder Coat Frame
-  Burgundy Powder Coat Frame
-  Dark Gray Powder Coat Frame
-  Green Powder Coat Frame
-  Matte Black Metallic Powder Coat Frame
-  Purple Powder Coat Frame
-  Red Powder Coat Frame
-  Ultra Blue Powder Coat Frame
-  White Powder Coat Frame
-  Yellow Powder Coat Frame

Seat & Table Color:

-  Beige Thermoplastic table & seat color
-  Black Thermoplastic table & seat color
-  Blue Thermoplastic table & seat color
-  Brown Thermoplastic table & seat color
-  Burgundy Thermoplastic table & seat color
-  Green Thermoplastic table & seat color
-  Red Thermoplastic table & seat color
-  Ultra Blue Thermoplastic table & seat color

Game Top

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
1.	UTP-358PS-P	Square Portable Preschool Outdoor Picnic Table - Round Perforation	3			\$1,441.99	\$4,325.97
<p>Options:</p> <ul style="list-style-type: none"> ■ Frame – Black Powder Coat Frame (+ \$0.00) ■ Seat & Table – Black Thermoplastic table & seat color (+ \$0.00) <p>Comments:</p> <p>Please contact your Florida account manager Jason Rapp at 866-619-0260 or jason.rapp@schooloutfitters.com for additional information. I am here to help you find the right solutions for your business and learning environments.</p>							

Item Details

Ultra Play Systems

ADA Square Heavy-Duty Picnic Table w/ Round Perforation











Ultra Play's ADA Square Heavy-Duty Picnic Table is a great addition to your outdoor dining area or playground. The frame, benches and tabletop are made entirely of steel and can handle the elements—and your active students. Powder coat finish on the frame won't chip or wear, and the thermoplastic finish on the benches and top resists vandalism and UV rays. Since this table is ADA accessible, we recommend you surface mount it to concrete. Available in a selection of colors for the powder coat and thermoplastic finishes.

Specifications

Product Weight (Lbs):	224
Assembly:	Assembly required
Bench/Top Finish:	Thermoplastic
Distance Between Legs:	18" Distance between legs
Frame Finish:	Powder coat
Material:	Steel; 14 gauge frame
Other Info:	Round perforation
Overall Width:	72" W
Seat Height:	18" H
Table Height:	30" H
Table Length:	55" L
Diameter:	2 1/2' Diameter
Weight Capacity:	750 lbs

Options

Seat & Table Color:

-  Beige Thermoplastic table & seat color
-  Black Thermoplastic table & seat color
-  Blue Thermoplastic table & seat color
-  Brown Thermoplastic table & seat color
-  Burgundy Thermoplastic table & seat color
-  Green Thermoplastic table & seat color
-  Red Thermoplastic table & seat color
-  Ultra Blue Thermoplastic table & seat color

Frame Color:

-  Beige Powder Coat Frame
-  Black Powder Coat Frame
-  Blue Powder Coat Frame
-  Brown Powder Coat Frame
-  Burgundy Powder Coat Frame
-  Dark Gray Powder Coat Frame
-  Green Powder Coat Frame
-  Matte Black Metallic Powder Coat Frame
-  Purple Powder Coat Frame
-  Red Powder Coat Frame
-  Ultra Blue Powder Coat Frame
-  White Powder Coat Frame
-  Yellow Powder Coat Frame

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
2.	UTP-358H-P	ADA Square Heavy-Duty Picnic Table w/ Round Perforation	1			\$1,611.99	\$1,611.99
Options:							
■ Frame – Black Powder Coat Frame (+ \$0.00)							
■ Seat & Table – Black Thermoplastic table & seat color (+ \$0.00)							

Item Details

Ultra Play Systems

700 Series Individual Seat Bench



Use Ultra Play's 700 Series Individual Seat Bench for create bench-style seating that offers personal space. Each of the three seats has diamond-shaped holes and a waterfall edge to promote air flow and circulation. Thermoplastic and powder-coat finishes won't wear down when exposed to the elements, and stainless steel hardware lasts through all the seasons. Mount your individual seat bench to the ground for security (mounting hardware not included). Choose seat and leg colors.

Specifications

Product Weight (Lbs):	156
Assembly:	Assembly required
Finish:	Seat: Thermoplastic Legs: Powder coat
Length:	Each seat: 24" L Total: 86" L
Material:	Steel; 12 gauge frame
Other Info:	Diamond expanded metal
Overall Depth:	30" D
Overall Height:	18" H
Seat Height:	18" H
Seating Capacity:	3
Weight Capacity:	600 lbs

Options

Bench Plank Color:

- Beige Thermoplastic Plank
- Black Thermoplastic Plank
- Blue Thermoplastic Plank Color
- Brown Thermoplastic Plank
- Burgundy Thermoplastic Plank
- Green Thermoplastic Plank
- Red Thermoplastic Plank
- Ultra Blue Thermoplastic Plank

Frame Color:

- Beige Powder Coat Frame
- Black Powder Coat Frame
- Blue Powder Coat Frame
- Brown Powder Coat Frame
- Burgundy Powder Coat Frame
- Dark Gray Powder Coat Frame
- Green Powder Coat Frame
- Matte Black Powder Coat Frame
- Purple Powder Coat Frame
- Red Powder Coat Frame
- Ultra Blue Powder Coat Frame
- White Powder Coat Frame
- Yellow Powder Coat Frame

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
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3.	UTP-700SM-VS3	700 Series Individual Seat Bench	7			\$1,588.99	\$11,122.93
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Options:

- Frame – Black Powder Coat Frame (+ \$0.00)
- Bench Plank – Black Thermoplastic Plank (+ \$0.00)

Item Details



Sprogs

Rectangle Portable Preschool Outdoor Table - Round Perforation (8' L)

Give little ones ample outdoor dining or play space with the Rectangle Portable Preschool Outdoor Table with Round Perforations (8' L) from Sprogs. This durable steel table features a thermoplastic finish sure to withstand even the harshest weather and years of use. And, the stainless steel hardware won't rust. Seats eight children and has a tabletop weight capacity of 1400 pounds. Choose from three bench and tabletop colors.

Specifications

Product Weight (Lbs):	194
Assembly:	Assembly required
Bench Height:	12"
Overall Height:	26" H - 38" H (adjustable)
Bench Width:	24"
Bench/Top Finish:	Thermoplastic
Bench/Top Pattern:	Round Perforation
Frame Finish:	Powder coat
Material:	Steel; 14 gauge frame
Mount Type:	Portable
Overall Width:	78"
Seating Capacity:	8 children
Table Height:	19 5/8"
Table Length:	8' L
Warranty:	5-year limited
Weight Capacity:	1,400 lbs.

Options

Table Color:	<input type="checkbox"/> Blue <input checked="" type="checkbox"/> Green <input type="checkbox"/> Red
Frame Color:	<input checked="" type="checkbox"/> Black

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
4.	SPG-YAL158PS-P8	Rectangle Portable Preschool Outdoor Table - Round Perforation (8' L)	2	\$2,777.76	50%	\$1,388.88	\$2,777.76
<p>Options:</p> <p>■ Table – Red (+ \$0.00)</p> <p>■ Frame – Black (+ \$0.00)</p> <p>Comments:</p> <p>Please contact your Florida account manager Jason Rapp at 866-619-0260 or jason.rapp@schooloutfitters.com for additional information. I am here to help you find the right solutions for your business and learning environments.</p>							

Item Details

Ultra Play Systems

Lexington 954 Series Park Bench - Round Perforation (8' L)








Ultra Play's Lexington 954 Series Park Bench features a one-piece seat that'll keep patrons comfortable. It's made entirely of cast aluminum and has a thermoplastic finish that resists UV rays and damage from vandalism. Curved styling will look great in your playground or park, and the finish comes in a selection of attractive colors. Can be surface mounted or placed directly on the ground (mounting hardware not included). This model has round perforation.

Specifications

Product Weight (Lbs):	190
Assembly:	Assembly required
Finish:	Thermoplastic
Material:	Cast aluminum
Other Info:	Round perforation; ADA compliant
Overall Depth:	25" D
Overall Height:	31" H
Overall Length:	8' L
Seat Height:	18" H
Seating Capacity:	2 adults; 4 children
Diameter:	2 1/2' Diameter
Weight Capacity:	800 lbs

Options

Bench Plank Color:	
	Beige Thermoplastic Plank
	Black Thermoplastic Plank
	Blue Thermoplastic Plank Color
	Brown Thermoplastic Plank
	Burgundy Thermoplastic Plank
	Green Thermoplastic Plank
	Red Thermoplastic Plank
	Ultra Blue Thermoplastic Plank

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
5.	UTP-954-P8	Lexington 954 Series Park Bench - Round Perforation (8' L)	10			\$1,594.99	\$15,949.90
Options:							
 Bench Plank – Black Thermoplastic Plank (+ \$0.00)							

Item Details

Ultra Play Systems

958 Series Lexington Bench (6' L)




Relax on Ultra Play's 958 Series Lexington Bench when you add it to your outdoor recess or lunch area. The thermoplastic finish stands up to harsh weather and aluminum frame provides sturdy support. A waterfall edge helps promote circulation, while round perforations allow air flow needed in warm months. Keep your bench portable or mount it to the ground. Assembly hardware included; mounting hardware not included. Choose from a selection of popular frame and plank colors.

Specifications

Product Weight (Lbs):	170
Assembly:	Assembly required
Finish:	Thermoplastic
Material:	Cast aluminum
Other Info:	Round perforation
Overall Depth:	30" D
Overall Height:	25" H
Overall Length:	6' L
Seat Height:	18" H
Seating Capacity:	3
Weight Capacity:	600 lbs

Options

Bench Color:	
	Beige Thermoplastic
	Black Thermoplastic
	Blue Thermoplastic
	Brown Thermoplastic
	Burgundy Thermoplastic
	Green Thermoplastic
	Red Thermoplastic
	Ultra Blue Thermoplastic

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
6.	UTP-958-P6	958 Series Lexington Bench (6' L)	9			\$1,495.99	\$13,463.91

Options:
 Bench – Black Thermoplastic (+ \$0.00)

Item Details



Norwood Commercial Furniture

Metal Outdoor Trash Can - Perforated Metal (55 Gallons)

The Metal Outdoor Trash Can - Perforated Metal (55 Gallons) from Norwood is an attractive and durable way to dispose of trash. The steel frame stands up to harsh weather, and the perforated pattern looks great in your playground or park. The thermoplastic finish won't fade or chip and comes in a selection of attractive colors.

Specifications

Product Weight (Lbs):	129
Assembly:	Assembly required
Capacity:	55 gallons
Diameter:	26 1/4" D
Finish:	Thermoplastic
Material:	Steel
Overall Height:	37"
Warranty:	5-year limited

Options

Trash Can Color:
<input type="checkbox"/> Black
<input type="checkbox"/> Blue
<input type="checkbox"/> Green
<input type="checkbox"/> Red
Trash Can Lid
Trash Can Liner
Mounting Kit

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
7.	NOR-YAL-PR-55	Metal Outdoor Trash Can - Perforated Metal (55 Gallons)	12	\$1,494.76	25%	\$1,123.85	\$13,486.20
Options: Trash Can Lid – RBR-55-08 Rain Bonnet (+ \$264.99) Trash Can Liner – PL-55 (+ \$116.99) Mounting Kit – IG-KIT-55 (+ \$94.99) <input checked="" type="checkbox"/> Trash Can – Black (+ \$0.00)							

Item Details



Midwest Folding Products

TL Series Conference Table - Plywood Core Top - Adjustable Height (30" W x 60" L x 22-29" H)




Create a meeting spot in your school without breaking your budget with Midwest's TL Series Conference Table. Most sizes fold flat for stacking and storage (the 30 inches x 60 inches table does not). The high-pressure laminate finish resists scratching and the bull-nose molding edge won't chip away. The plywood top is more durable than a particleboard top. It's easy to adjust the height with spring-loaded locking pins. Available in 11 laminate colors and two edge colors.

Specifications

Product Weight (Lbs):	63
Assembly:	Required
Frame Finish:	Chrome
Frame Material:	Steel
Overall Height:	22" - 29" adjustable
Overall Width:	60" W
Overall Width:	60" W
Shape:	Rectangle
Table Material:	plywood w/ laminate
Top Finish:	High-pressure laminate
Warranty:	10-year limited

Options

Top Color:	
	Bannister Oak Top
	Gray Glace Top
	Grey Nebula - 4622
	Hollyberry Red Top- temp disc for busy season 2021 - not on promo
	Montana Walnut - 7110- temp disc for busy season 2021 - not on promo
	Nepal Teak Top
	Walnut Top
	Windsor Mahogany - 7039- temp disc for busy season 2021 - not on promo
Vinyl Molding Edge Color:	
	Black Vinyl Molding Edge
Metal Accent Color:	
	Black Metal

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
8.	MWF-TLA305EF	TL Series Conference Table - Plywood Core Top - Adjustable Height (30" W x 60" L x 22-29" H)	12	\$1,048.00	32%	\$707.99	\$8,495.88
Options:  Metal Accent – Black Metal (+ \$0.00)  Vinyl Molding Edge – Black Vinyl Molding Edge (+ \$0.00)  Top – Grey Nebula - 4622 (+ \$0.00)							

Item Details



Jonti-Craft






Stackable School Chair w/ Chrome Legs (14" Seat Height)


Jonti-Craft's Stackable School Chairs offer comfortable, affordable seating for students of all ages. Children sit comfortably on the contoured polypropylene shell seat, which is easy to clean and features an anti-static treatment to prevent shocks. A heavy gauge steel frame stands up to years of use and abuse in your classrooms. Nylon glides reduce noise and protect your school's floors from damage. Choose your chairs from a variety of fun colors with durable chrome finished legs. Jonti-Craft's Stackable School Chairs are covered by a five-year warranty.

Specifications

Product Weight (Lbs):	7
Assembly:	Assembled
Casters/Glides:	Nylon glides
Frame Finish:	Chrome
Frame Material:	Heavy gauge steel frame
Other Info:	Anti-static treatment helps prevent shocks Non-exposed rivets protect against snags
Recommended Grade Level:	1st - 2nd grade
Seat Height:	14" H
Seat Material:	Polypropylene
Warranty:	5-year limited

Options

Chair Color :	
	Blue Chair - 1003
	Green Chair - 1119
	Navy Chair - 1112
	Orange Chair - 1114
	Purple Chair - 1004
	Red Chair - 1008
	Teal Chair - 1005
	Yellow Chair - 1007

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
9.	JON-8144JC	Stackable School Chair w/ Chrome Legs (14" Seat Height)	20	\$153.98	50%	\$76.99	\$1,539.80
		Options:					
		 Chair – Red Chair - 1008 (+ \$0.00)					

Item Details



Jonti-Craft









Stackable School Chair w/ Chrome Legs (18" Seat Height)


Jonti-Craft's Stackable School Chairs offer comfortable, affordable seating for students of all ages. Children sit comfortably on the contoured polypropylene shell seat, which is easy to clean and features an anti-static treatment to prevent shocks. A heavy gauge steel frame stands up to years of use and abuse in your classrooms. Nylon glides reduce noise and protect your school's floors from damage. Choose your chairs from a variety of fun colors with durable chrome finished legs. Jonti-Craft's Stackable School Chairs are covered by a five-year warranty.

Specifications

Product Weight (Lbs):	12
Assembly:	Assembled
Casters/Glides:	Nylon glides
Frame Finish:	Chrome
Frame Material:	Heavy gauge steel frame
Other Info:	Anti-static treatment helps prevent shocks Non-exposed rivets protect against snags
Recommended Grade Level:	5th grade - Adult
Seat Height:	18" H
Seat Material:	Polypropylene
Warranty:	5-year limited

Options

Chair Color :	
	Blue Chair - 1003
	Green Chair - 1119
	Navy Chair - 1112
	Orange Chair - 1114
	Purple Chair - 1004
	Red Chair - 1008
	Teal Chair - 1005
	Yellow Chair - 1007

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
10.	JON-8148JC	Stackable School Chair w/ Chrome Legs (18" Seat Height)	40	\$193.98	50%	\$96.99	\$3,879.60
Options:  Chair – Red Chair - 1008 (+ \$0.00)							

Item Details



National Public Seating Stack Chair Dolly

The National Public Seating Stack Chair Dolly is an affordable way to store and move chairs. Stack National Public Seating's 8100 Stack Chairs and 9300 Stack Chairs on the sturdy steel dolly and roll them to your classroom or lecture hall. Also for use with some standard stack chairs.

Specifications

Product Weight (Lbs):	10
Assembly:	Assembled
Capacity:	12 chairs
Material:	Steel
Other Info:	Use w/ National Public Seating 8100 Stack Chairs & 9300 Stack Chairs
Depth:	23" D
Overall Height:	3"
Overall Width:	23" W
Warranty:	10-year limited
Wheels:	4 2" rubber swivel casters

Item	SKU#	Description	Qty.	List	% Off	Price Per Item <small>(including options)</small>	Total Price
11.	NPS-DY-81	Stack Chair Dolly	5	\$95.00	34%	\$62.99	\$314.95

Item Details



Norwood Commercial Furniture

Alfresco Bistro Indoor/Outdoor Café Stool

The Norwood Commercial Furniture Alfresco Bistro Indoor/Outdoor Café Stool is a stylish and sturdy option for any space. Made with synthetic polymer seating and an aluminum frame, this stool is resistant to moisture, mold, corrosion and fading. The durable, yet lightweight design can withstand regular use even in busy areas. The tall legs feature a foot rest to keep guests comfortable while they sit at raised tables and bars. With simple and elegant color schemes available, this chair can match any decor.

Specifications

Product Weight (Lbs):	13
Overall Depth:	1 1/2" D (interior), 2 1/2" D (exterior)
Assembly:	Assembled
Frame Finish:	Powder coat
Frame Material:	Aluminum
Casters/Glides:	PVC
Other Info:	Indoor or outdoor use
Depth:	23"
Overall Height:	45 1/2"
Overall Width:	22"
Seat & Back Material:	Synthetic polymer wood slats
Seat Height:	29 1/2"
Warranty:	5-year limited
Weight Capacity:	300 lbs

Options

Stool Color:

- Black w/ Black Frame
- Gray w/ White Frame
- Mocha w/ Silver Frame

Item	SKU#	Description	Qty.	List	% Off	Price Per Item (including options)	Total Price
12.	NOR-IFK1001	Alfresco Bistro Indoor/Outdoor Café Stool	4	\$901.76	50%	\$450.88	\$1,803.52

Options:

- Stool – Black w/ Black Frame (+ \$0.00)

ICICLE TRICYCLES

INVOICE

www.icetrikes.com

DATE:

3/28/2023

Invoice #

22462

Mailing Address:

Icicle Tricycles
745 NW Hoyt Street #28198
Portland, OR 97228

BILL TO:

Janis Rosser
(404) 717-9191
janr@rosserlaw.com

SHIP TO:

FedEx Terminal
attn: Janis Rosser
5445 Ulmerton rd.
Clearwater, FL 33760

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Library Pushcart - Black Frame	6	3,350.00	20,100.00
Shipping to FedEx Terminal at 5445 Ulmerton rd. Clearwater, FL 33760	6	650.00	3,900.00
SUBTOTAL			\$24,000.00
TAX			0.00%
OTHER			
TOTAL			\$24,000.00

Other Comments or Special Instructions

Make all checks payable to
Icicle Tricycles

If you have any questions about this invoice, please contact

Icicle Tricycles at info@icetrikes.com

Thank You For Your Business!

Quote #031523

Unique Vending Carts

Mar 15, 2023

Janis Rosse
 Florida Botanical Gardens Foundation
 4900 - NY-52
 Jeffersonville, NY 12748
 Phone: 727-734-8716

DESCRIPTION	QTY/	UNIT PRICE	SUBTOTAL
Custom compact display cart w/ umbrella holder, 2 x storage compartments w/ lock doors	6	\$5000	\$30,000
Large hinged tabletop opening w/ door/chalkboard	6	\$380	\$2,280

Optional:
 Custom umbrellas (\$475)
 Standard umbrella (\$180)

Sub-Total **\$32,280.00**

Shipping & Handling (business w/ liftgate) **TBD**

- 50% deposit required for manufacturing.
- delivery time 4-6 wks. Carts shipped from CA
- quote includes multiple unit discounts.
- payments w/ cc will have a 3% fee added to the transaction

APPROVED BY _____

FOR _____ DATE _____

Quote valid for 30 days.



UniqueVendingCarts • SALES@UNIQUEVENDINGCARTS.COM • WWW.UNIQUEVENDINGCARTS.COM
 26371 Beckman Court, unit G
 Murrieta CA 92562 USA
 561-488-2332

ARPA Nonprofit Capital Project Fund – Small Purchases Budget

Organization Name: FLORIDA BOTANICAL GARDENS FOUNDATION

Proposal Name: CHILDREN'S DISCOVERY GARDEN FURNISHINGS

A	B	C	D	E	F	G	H
Line Item	Item (Description)	Price Per Item	Quantity of Item	Purchase Total	ARPA Grant Funds Requested	Applicant Match	Funding Total
1	EDUCATIONAL CARTS	\$ 5,380.00	6	\$ 32,280	\$ 32,280	\$ -	\$ 32,280
2	CAPRI SQUARE OUTDOOR TAB	\$2,199.00	3	\$ 6,597	\$ 6,597	\$ -	\$ 6,597
3	ADA 3-SEAT SQUARE, CAPRI OU	\$ 2,036.00	1	\$ 2,036	\$ 2,036	\$ -	\$ 2,036
4	8'L RECTANGLE PICNIC TABLE	\$ 1,328.00	2	\$ 2,656	\$ 2,656	\$ -	\$ 2,656
5	8'L,PERFORATED OUTDOOR BE	\$ 1,432.00	10	\$ 14,320	\$ 14,320	\$ -	\$ 14,320
6	8'L LEXINGTON OUTDOOR BEN	\$ 1,500.00	9	\$ 13,500	\$ 13,500	\$ -	\$ 13,500
7	ADJUSTABLE FOLDING TABLE V	\$ 195.00	12	\$ 2,340	\$ 2,340	\$ -	\$ 2,340
8	14"H STACK CHAIR, POWDER C	\$ 49.00	20	\$ 980	\$ 980	\$ -	\$ 980
9	18"H STACK CHAIR, CHROME F	\$ 90.00	40	\$ 3,600	\$ 3,600	\$ -	\$ 3,600
10	STACKING CHAIR DOLLY	\$ 47.00	5	\$ 235	\$ 235	\$ -	\$ 235
11	30"H FOOD COURT CHAIR	\$ 449.00	4	\$ 1,796	\$ 1,796	\$ -	\$ 1,796
12	55 GALLON METAL TRASH CAN	\$ 608.00	12	\$ 7,296	\$ 7,296	\$ -	\$ 7,296
13	55 GALLON LINER FOR TRASH	\$ 102.00	12	\$ 1,224	\$ 1,224	\$ -	\$ 1,224
14	55 GALLON RAIN LID FOR TRAS	\$ 237.00	12	\$ 2,844	\$ 2,844		\$ 2,844
15	SHIPPING FOR FURNITURE	\$ 4,359.00	1	\$ 4,359	\$ 4,359	\$ -	\$ 4,359
16	VARIANCE IN PRICE OF VENDO	\$ 3,937.00	1	\$ 3,937	\$ 3,937	\$ -	\$ 3,937
		TOTAL	150	\$ 100,000	\$ 100,000	\$ -	\$ 100,000

THE "PURCHASE TOTAL" AND "FUNDING TOTAL" COLUMN SHOULD BE EQUAL

Columns E, H, and the "TOTAL" row are locked and cannot be edited

Key

Item (Description)	<i>Brief name/description of the purchase requested</i>		
Price per item	<i>The individual price of one unit of the proposed purchase</i>		
Quantity of Item	<i>The number of units of the proposed purchase you are requested</i>		
Purchase Total	<i>Total purchase cost of the proposed line item (quantity multiplied by price)</i>		
ARPA Grant Funds Requested	<i>The amount of ARPA funding requested for this line item</i>		
Applicant Match	<i>The amount (if any) that you, the applicant, are contributing towards the purchase of the line item</i>		
Funding Total	<i>Total funding for proposed line item (ARPA grant request plus applicant match)</i>		



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

- (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
- (b) You are not engaged in the business or occupation of providing such services.

- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors

working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any "employment-related practices"; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or

kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and j. through n. do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

"Personal and advertising injury" arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of:

- (1) Copyright;

- (2) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

- (3) Title of any literary or artistic work.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

- (1) An "advertisement" for others on your web site;
- (2) Placing a link to a web site of others on your web site;
- (3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or
- (4) Computer code, software or programming used to enable:
 - (a) Your web site; or
 - (b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Discrimination Or Humiliation

"Personal and advertising injury" arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

u. Employment-Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any "employment-related practices"; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

- (1) "Personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee,

necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will

have all your rights and duties under this Coverage Part.

e. Unnamed Subsidiary

Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors of Land or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations;
- (2) In connection with your premises owned by or rented to you; or
- (3) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (a) The written contract or agreement requires you to provide such coverage to such additional insured; and
 - (b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds under this provision is described in Section III – Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV – Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. Medical Expense Limit

Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be

added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- a. The limits of insurance specified in the written contract or written agreement; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insureds Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or

that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability;

(5) Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the

insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper; or

- b. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
8. "Employment-Related Practices" means:
- a. Refusal to employ a person;
 - b. Termination of a person's employment; or
 - c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person.
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to Premises Rented To You Limit described in Section III – Limits of Insurance;
- b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15. "Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 16. "Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18. "Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19. "Products-completed operations hazard":**
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who

- a. Is not your "employee";
- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 81 WE OZ1H1A

Endorsement Number:

Effective Date: 10/01/21

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: FLORIDA BOTANICAL GARDENS FOUNDATION INC.

12520 ULMERTON RD

LARGO FL 33774

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Florida Botanical Gardens Foundation Inc

Budget Overview: Budget Oct 2022 - Sep 2023 - FY23 P&L Classes

October 2022 - September 2023

	100 - MANAGEMENT	101 - HOLIDAY LIGHTS	110 - MDG	155 - GARDEN	170 - MEMBERSHIP	200 - GIFT SHOP	250 - EDUCATION & EVENTS	TOTAL
Income								
410 - Tributes/Memorials								\$0.00
412 - Project Sponsors							15,000.00	\$15,000.00
416 - Pavers				4,500.00				\$4,500.00
Total 410 - Tributes/Memorials				4,500.00			15,000.00	\$19,500.00
420 - Grants			10,000.00					\$10,000.00
430 - Admissions								\$0.00
431 - Classes & Workshops			3,000.00					\$3,000.00
434 - Events		435,000.00	500.00				46,200.00	\$481,700.00
Total 430 - Admissions		435,000.00	3,500.00				46,200.00	\$484,700.00
432 - Sponsorships		50,000.00						\$50,000.00
433 - Commissions		15,000.00						\$15,000.00
440 - Membership Dues					35,000.00			\$35,000.00
450 - Collection Allowance Sales Tax						150.00		\$150.00
480 - Sales Receipts - Gift Shop						90,000.00		\$90,000.00
485 - Sales Receipts - Gift Cart		3,500.00						\$3,500.00
700 - Investment Income								\$0.00
710 - Dividend Income	5,000.00							\$5,000.00
720 - Interest Income	7,500.00							\$7,500.00
Total 700 - Investment Income	12,500.00							\$12,500.00
Total Income	\$12,500.00	\$503,500.00	\$13,500.00	\$4,500.00	\$35,000.00	\$90,150.00	\$61,200.00	\$720,350.00
Cost of Goods Sold								
499 - Cost of Goods Sold								\$0.00
01 - COGS - Gift Shop						45,000.00		\$45,000.00
03 - COGS - Gift Cart		1,700.00						\$1,700.00
Total 499 - Cost of Goods Sold		1,700.00				45,000.00		\$46,700.00
Total Cost of Goods Sold	\$0.00	\$1,700.00	\$0.00	\$0.00	\$0.00	\$45,000.00	\$0.00	\$46,700.00
GROSS PROFIT	\$12,500.00	\$501,800.00	\$13,500.00	\$4,500.00	\$35,000.00	\$45,150.00	\$61,200.00	\$673,650.00
Expenses								
502 - Service Charges								\$0.00
01 - Bank Service Charges	500.00	700.00						\$1,200.00
02 - Credit Card Fees		10,000.00			750.00	4,000.00	4,000.00	\$18,750.00
Total 502 - Service Charges	500.00	10,700.00			750.00	4,000.00	4,000.00	\$19,950.00
504 - Contract Labor								\$0.00
01 - Caterer and BarTender							4,550.00	\$4,550.00
02 - Entertainment		1,200.00					2,000.00	\$3,200.00
03 - Facilities/Logistics		10,500.00						\$10,500.00
04 - Security		10,200.00					500.00	\$10,700.00
05 - Graphic Artist	400.00	500.00			400.00		310.00	\$1,610.00
06 - County Parks Employee Labor		5,000.00						\$5,000.00
09 - Other Contract Labor	2,000.00	10,000.00						\$12,000.00
12 - Installations		73,125.00						\$73,125.00
Total 504 - Contract Labor	2,400.00	110,525.00			400.00		7,360.00	\$120,685.00
506 - Depreciation Expense	1,100.00					1,100.00		\$2,200.00
508 - Engraving & Plaques				1,000.00				\$1,000.00
512 - Food & Beverages								\$0.00
01 - Food Purchases							2,780.00	\$2,780.00
02 - Beverages & Liquor							1,000.00	\$1,000.00
Total 512 - Food & Beverages							3,780.00	\$3,780.00
516 - Insurance	15,000.00							\$15,000.00
518 - Legal & Professional Fees								\$0.00
01 - Accounting	12,500.00							\$12,500.00
05 - Other L&P	1,200.00							\$1,200.00
Total 518 - Legal & Professional Fees	13,700.00							\$13,700.00
521 - PR & Marketing		3,000.00	5,000.00				5,000.00	\$13,000.00
522 - Postage and Delivery	200.00	300.00			750.00			\$1,250.00
524 - Printing and Reproduction							1,000.00	\$1,000.00
01 - Brochures			5,000.00		500.00		10,000.00	\$15,500.00
02 - Newsletter					1,000.00			\$1,000.00
03 - Other P&R	750.00	250.00			600.00		3,000.00	\$4,600.00
Total 524 - Printing and Reproduction	750.00	250.00	5,000.00		2,100.00		14,000.00	\$22,100.00
526 - Rent - Facilities		4,000.00						\$4,000.00
528 - Rental Equipment		11,100.00					450.00	\$11,550.00
530 - Salary & Wages								\$0.00
02 - Management	45,690.00	2,840.00	16,700.00		22,940.00		21,930.00	\$110,100.00
07 - Gift Shop						30,580.00		\$30,580.00
Total 530 - Salary & Wages	45,690.00	2,840.00	16,700.00		22,940.00	30,580.00	21,930.00	\$140,680.00
532 - Supplies								\$0.00
01 - Events		1,500.00					4,000.00	\$5,500.00

	100 - MANAGEMENT	101 - HOLIDAY LIGHTS	110 - MDG	155 - GARDEN	170 - MEMBERSHIP	200 - GIFT SHOP	250 - EDUCATION & EVENTS	TOTAL
04 - Office	3,300.00							\$3,300.00
05 - Other Supplies		5,000.00	7,500.00		300.00	500.00	4,000.00	\$17,300.00
06 - In-Kind Supplies	1,200.00							\$1,200.00
07 - Signage		1,500.00						\$1,500.00
09 - Gift Shop						3,500.00		\$3,500.00
13 - Lights, Displays, Electric		7,000.00						\$7,000.00
Total 532 - Supplies	4,500.00	15,000.00	7,500.00		300.00	4,000.00	8,000.00	\$39,300.00
534 - Tax, Licenses & Permits								\$0.00
02 - Licenses and Permits	300.00	1,000.00						\$1,300.00
03 - Payroll taxes	3,500.00	220.00	2,555.00		1,800.00	2,340.00	1,700.00	\$12,115.00
Total 534 - Tax, Licenses & Permits	3,800.00	1,220.00	2,555.00		1,800.00	2,340.00	1,700.00	\$13,415.00
536 - Dues & Subscriptions	1,200.00					300.00		\$1,500.00
537 - Training - Professional Development	1,000.00							\$1,000.00
538 - Travel & Entertainment	1,000.00					400.00		\$1,400.00
545 - Computer/Software	3,500.00				2,200.00	1,900.00	200.00	\$7,800.00
600 - Investment Expenses/Fees								\$0.00
610 - Investment Fees & Expenses	3,500.00							\$3,500.00
Total 600 - Investment Expenses/Fees	3,500.00							\$3,500.00
Total Expenses	\$97,840.00	\$158,935.00	\$36,755.00	\$1,000.00	\$31,240.00	\$44,620.00	\$66,420.00	\$436,810.00
NET OPERATING INCOME	\$ -85,340.00	\$342,865.00	\$ -23,255.00	\$3,500.00	\$3,760.00	\$530.00	\$ -5,220.00	\$236,840.00
NET INCOME	\$ -85,340.00	\$342,865.00	\$ -23,255.00	\$3,500.00	\$3,760.00	\$530.00	\$ -5,220.00	\$236,840.00

FBGF Board Members and Officers

	Revised	10/1/2022												
	First Name	Last Name	Title	Address	City	State	Zip	Email Address	Home Phone	Cell Phone	Other Phone	Approved	Expiration	Term
1	John	Thomas	President	1200 Gulf Blvd #904	Clearwater	FL	33767	jethomassr@aol.com		(508) 930-9226		6/16/2017	Sep-2022	1 year
2	Vivian	Haicken	Vice President	584 Bluffview Dr.	Belleair Bluffs	FL	33770	vhaicken@tampabay.rr.com	(727) 581-6740	(727) 452-9362		1/1/2000	Sep-2022	1 year
3	Alison	Nourse-Miller	Vice President	855 Mandalay Ave.	Clearwater	FL	33767	alisonnm51@gmail.com		(703) 986-7978		5/15/2020	May-2022	1 year
4	Martha	Vorob	Treasurer	1146 64 Ave South	St. Petersburg	FL	33705	mvorob@aol.com		(727) 687-7740		5/15/2019	May-2022	1 year
5	Mary	Sweeny	Secretary	8252 26th Ave. N	St. Petersburg Tarpon Springs	FL	33710	mary@sweenyfamily.net	(727) 343-4519	(727) 560-4631			Sept-2022	1 year
6	Margaret	Stiglitz	Board Member	574 Rivercrest Lane	Largo	FL	34689	margaret.stiglitz@gmail.com		(808) 724-4895		5/15/2019	May-2023	2 year
7	Emma	Eshbaugh	Board Member	9672 107 Av	Largo	FL	33773	emeshbau@gmail.com	(727) 368-2621	(727) 215-8195		10/14/2009	Sep-2023	2 year
8	Dan	Beaver	Board Member	10525 99th St. N.	Largo	FL	33773	dbeaver5@tampabay.rr.com		(727) 410-7103		2/20/2015	Sep-2023	2 year
9	Lisa	Lombardi	Board Member	10610 Park PL Dr	Largo	FL	33778	lisaj_lombardi@hotmail.com		(727) 331-3487				
10	Peter	Chiefari	Board Member	1181 Fairway Drive	Dunedin	FL	34698	pachiefari@aol.com		(518) 461-5031		5/15/2019	May-2023	2 year
11	Pat	Dieterich	Board Member	10063 Oaks Lane	Seminole	FL	33772	pzd@tampabay.rr.com	(727) 392-4181	(727) 501-3444			Sept 2022	2 year
12	Janet	Kotash	Board Member	1843 Willow Oak Drive	Palm Harbor	FL	34683	profscinat@gmail.com		(708) 903-8315		5/18/2018	Feb-2022	2 year
13	Jim	Schanz	Board Member	2400 Country Trails Dr	Safety Harbor	FL	34695	Schanz1080@gmail.com		(727) 417-9696		2/21/2014	Feb-2022	2 year
14	Ruth	Ullery	Board Member	2835 38th Ave N	St. Petersburg	FL	33713	accentorchids@gmail.com		(727) 5507993		5/15/2019	May-2023	2 year
15	Janis	Rosser	Board Member	886 Weathersfield Dr	Dunedin	FL	34698	janr@rosserlaw.com		(404) 717-9191		5/15/2020	May-2022	2 year
16	Joye	Swisher	Board Member	12547 136th Ln	Largo	FL	33774	joyeswisher@verizon.net		(727) 254-3515				
17	Phyllis	Tate	Board Member	6613 Green Acres Blvd	New Port Riche	FL	34655	ptate1366@outlook.com		(727) 342-9548		5/15/2022	5/1/2024	2 year
18	Mindy	LaGrande	Board Member	13403 99th Ave	Seminole	FL	33776	mlagrande@tampabay.rr.com		(727) 215-2740		3/25/2022	March-2024	2 year
19	Vernon	Bryant	Board Member	6930 124th Terr N	Largo	FL	33773	vrbyrant56@gmail.com	n/a	(727) 224-6775	(727) 582-2117	2/27/2017	N/A	
20	Margaret	Gates	Board Member	12832 Palm Drive	Largo	FL	33774	mlgates99@yahoo.com						
FBGF Staff														
1	Emily	Bloxam	Executive Director	2953 Saint John Dr	Clearwater	FL	33759	emilyflbgfoundation@gmail.com		(727) 735-5144	(727) 582-2247	8/1/2018	N/A	
2	Carol	Cortright	Guest Experience Manager	2726 Bayway Ave	Belleair Bluffs	FL	33770	flbggiftshop@gmail.com		(727) 581-0589			N/A	
3	Allison	Fisher	Administrative Assistant	12043 Citrus Falls Circle Apt 305	Westchase	FL	33625	allieflbgfoundation@gmail.com		(352) 422-5522		8/29/2022	N/A	
FBGF Board Advisors & Liaisons														
1	Spencer	Curtis	North Operations Manager, Parks and Conservation	12520 Ulmerton Road	Largo	FL	33774	scurtis@pinellascounty.org		(727) 859-7069	(727) 582-2547		PCR	
2	Paul	Cozzie	Director, Parks and Conservation Resources	12520 Ulmerton Road	Largo	FL	33774	pcozzie@pinellascounty.org		(727) 254-8880	(727) 582-2502		PCR	

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

- Do not enter social security numbers on this form as it may be made public.
- Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2021

Open to Public Inspection

A For the 2021 calendar year, or tax year beginning **10/01/21**, and ending **09/30/22**

- B** Check if applicable:
- Address change
 - Name change
 - Initial return
 - Final return/terminated
 - Amended return
 - Application pending

C Name of organization **FLORIDA BOTANICAL GARDENS FOUNDATION, INC.**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address) **12520 ULMERTON ROAD** Room/suite

City or town, state or province, country, and ZIP or foreign postal code
LARGO FL 33774

D Employer identification number **59-1230940**

E Telephone number

G Gross receipts \$ **1,067,714**

F Name and address of principal officer:
MARTHA VOROB
12520 ULMERTON ROAD
LARGO FL 33774

H(a) Is this a group return for subordinates? Yes No

H(b) Are all subordinates included? Yes No

If "No," attach a list. See instructions

I Tax-exempt status: 501(c)(3) 501(c) () (insert no.) 4947(a)(1) or 527

J Website: **WWW.FLBG.ORG/FOUNDATION.HTM**

H(c) Group exemption number

K Form of organization: Corporation Trust Association Other

L Year of formation: **1993** **M** State of legal domicile: **FL**

Part I Summary

Activities & Governance	1 Briefly describe the organization's mission or most significant activities: TO PROVIDE LEADERSHIP AND FINANCIAL SUPPORT FOR THE FLORIDA BOTANICAL GARDENS.		
	2 Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	3 Number of voting members of the governing body (Part VI, line 1a)	3	18
	4 Number of independent voting members of the governing body (Part VI, line 1b)	4	18
	5 Total number of individuals employed in calendar year 2021 (Part V, line 2a)	5	3
	6 Total number of volunteers (estimate if necessary)	6	150
	7a Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0	
Revenue	8 Contributions and grants (Part VIII, line 1h)	Prior Year	Current Year
	9 Program service revenue (Part VIII, line 2g)	189,219	757,460
	10 Investment income (Part VIII, column (A), lines 3, 4, and 7d)	30,586	37,382
	11 Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	67,459	19,256
	12 Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	38,139	190,163
Expenses	13 Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14 Benefits paid to or for members (Part IX, column (A), line 4)		0
	15 Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	103,633	153,841
	16a Professional fundraising fees (Part IX, column (A), line 11e)		0
	b Total fundraising expenses (Part IX, column (D), line 25) ▶	0	
	17 Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	332,370	584,090
18 Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	436,003	737,931	
19 Revenue less expenses. Subtract line 18 from line 12	-110,600	266,330	
Net Assets or Fund Balances	20 Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21 Total liabilities (Part X, line 26)	1,360,324	1,671,232
	22 Net assets or fund balances. Subtract line 21 from line 20	48,128	180,890
		1,312,196	1,490,342

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.

Sign Here

Signature of officer: **MARTHA VOROB** Date: _____

Type or print name and title: **TREASURER**

Paid Preparer Use Only

Print/Type preparer's name: **ROBERT M. MELBY, CPA** Preparer's signature: **ROBERT M. MELBY, CPA** Date: **01/31/23** Check if self-employed PTIN: **P00356203**

Firm's name: **MELBY & ASSOCIATES, P.A., CPA'S** Firm's EIN: **46-1110900**

Firm's address: **6420 CENTRAL AVENUE SAINT PETERSBURG, FL 33707** Phone no.: **727-327-7771**

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

1 Briefly describe the organization's mission:

TO PROVIDE LEADERSHIP AND FINANCIAL SUPPORT FOR THE FLORIDA BOTANICAL GARDENS.

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 No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? Yes No

If "Yes," describe these changes on Schedule O.

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 \$ **599,609** including grants of \$) (Revenue \$)

ORGANIZATION PROJECTS AND EVENTS

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

N/A

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

N/A

4d Other program services (Describe on Schedule O.)

(Expenses \$ **44,122** including grants of \$) (Revenue \$)

4e Total program service expenses **643,731**

Part IV Checklist of Required Schedules

		Yes	No
1	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	
2	Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)?	X	
3	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
4	Section 501(c)(3) organizations. 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
5	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 Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		X
6	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
7	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
8	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	
9	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
10	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
11	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.		
a	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	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
c	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
d	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
e	Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>		X
f	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
12a	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	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
13	Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?		X
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
15	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
16	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
17	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. See instructions</i>		X
18	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
19	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
20a	Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21	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
22	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
23	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
24a	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	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. 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	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
26	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
27	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
28	Was the organization a party to a business transaction with one of the following parties (see the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions):		
a	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	A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29	Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30	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
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32	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
33	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
34	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
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
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>		
36	Section 501(c)(3) organizations. 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
37	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
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? Note: All Form 990 filers are required to complete Schedule O.	X	

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
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c	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 <i>(continued)</i>		Yes	No		
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a	3		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note: If the sum of lines 1a and 2a is greater than 250, you may be required to e-file. See instructions.	2b		X	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?	3a			X
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation on Schedule O	3b			
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a			X
b	If "Yes," enter the name of the foreign country ▶ See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a			X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b			X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c			
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a			X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b			
7	Organizations that may receive deductible contributions under section 170(c).				
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?	7a			
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b			
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c			
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e			
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f			
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g			
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h			
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8			
9	Sponsoring organizations maintaining donor advised funds.				
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a			
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b			
10	Section 501(c)(7) organizations. Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	Section 501(c)(12) organizations. Enter:				
a	Gross income from members or shareholders	11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b			
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a			
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	Section 501(c)(29) qualified nonprofit health insurance issuers.				
a	Is the organization licensed to issue qualified health plans in more than one state? Note: See the instructions for additional information the organization must report on Schedule O.	13a			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a			X
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation on Schedule O	14b			
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15			X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16			X
17	Section 501(c)(21) organizations. Did the trust, any disqualified person, or mine operator engage in activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.	17			

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
1a	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.		
1b	Enter the number of voting members included on line 1a, above, who are independent		
2	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
3	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
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?		X
6	Did the organization have members or stockholders?		X
7a	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	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
a	The governing body?	X	
b	Each committee with authority to act on behalf of the governing body?	X	
9	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
10a	Did the organization have local chapters, branches, or affiliates?		X
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?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		X
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?	X	
14	Did the organization have a written document retention and destruction policy?	X	
15	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?		
a	The organization's CEO, Executive Director, or top management official		X
b	Other officers or key employees of the organization		X
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
16a	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	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?		

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 ►

MARTHA VOROB
LARGO

12520 ULMERTON ROAD

FL 33774

727-582-2117

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, Form 1099-MISC, and/or box 1 of Form 1099-NEC) 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 the 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 dotted 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/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(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) JOHN THOMAS	10.00									
PRESIDENT	0.00	X		X			0	0	0	
(2) VIVIAN HAICKEN	2.00									
VICE PRESIDENT	0.00	X		X			0	0	0	
(3) ALISON NOURSE-MILLER	2.00									
VICE PRESIDENT	0.00	X		X			0	0	0	
(4) MARTHA VOROB	5.00									
TREASURER	0.00	X		X			0	0	0	
(5) MARY SWEENY	5.00									
SECRETARY	0.00	X		X			0	0	0	
(6) MARGARET STIGLITZ	2.00									
DIRECTOR	0.00	X					0	0	0	
(7) EMMA ESHBAUGH	2.00									
DIRECTOR	0.00	X					0	0	0	
(8) DAN BEAVER	2.00									
DIRECTOR	0.00	X					0	0	0	
(9) LISA LOMBARDI	2.00									
DIRECTOR	0.00	X					0	0	0	
(10) PETER CHEIFARI	2.00									
DIRECTOR	0.00	X					0	0	0	
(11) PAT DIETERICH	2.00									
DIRECTOR	0.00	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 dotted 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/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(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			
(12) JANET KOTASH	2.00									
DIRECTOR	0.00	X						0	0	0
(13) JIM SCHANZ	2.00									
DIRECTOR	0.00	X						0	0	0
(14) RUTH ULLERY	2.00									
DIRECTOR	0.00	X						0	0	0
(15) JANIS ROSSER	2.00									
DIRECTOR	0.00	X						0	0	0
(16) JOYE SWISHER	2.00									
DIRECTOR	0.00	X						0	0	0
(17) PHYLLIS TATE	2.00									
DIRECTOR	0.00	X						0	0	0
(18) MINDY LAGRANDE	2.00									
DIRECTOR	0.00	X						0	0	0
1b Subtotal										
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)										

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 **0**

	Yes	No
3 Did the organization list any former officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
4 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? <i>If "Yes," complete Schedule J for such individual</i>		X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		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

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) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b					
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	23,467				
	f All other contributions, gifts, grants, and similar amounts not included above	1f	733,993				
	g Noncash contributions included in lines 1a-1f	1g	\$ 23,085				
	h Total. Add lines 1a-1f			757,460			
Program Service Revenue	2a MEMBERSHIP DUES	Business Code	37,382	37,382			
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g Total. Add lines 2a-2f			37,382			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)		20,010	20,010			
	4 Income from investment of tax-exempt bond proceeds						
	5 Royalties						
	6a Gross rents	(i) Real					
		(ii) Personal					
		6a					
	b Less: rental expenses	6b					
	c Rental inc. or (loss)	6c					
	d Net rental income or (loss)						
	7a Gross amount from sales of assets other than inventory	(i) Securities	8,458				
		(ii) Other					
		7a					
	b Less: cost or other basis and sales exps.	7b	9,212				
c Gain or (loss)	7c	-754					
d Net gain or (loss)			-754	-754			
8a Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18	8a						
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events						
9a Gross income from gaming activities. See Part IV, line 19	9a						
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities						
10a Gross sales of inventory, less returns and allowances	10a	102,923					
	b Less: cost of goods sold	10b	54,241				
	c Net income or (loss) from sales of inventory		48,682	48,682			
Miscellaneous Revenue	11a EVENTS	Business Code	62,120	62,120			
	b SPONSORSHIPS		51,272	51,272			
	c COMMISSIONS AND VENDOR FEES		27,941	27,941			
	d All other revenue		148	148			
	e Total. Add lines 11a-11d			141,481			
12 Total revenue. See instructions			1,004,261	246,801	0	0	

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				
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				
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	139,926	89,069	50,857	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	13,915	10,025	3,890	
11 Fees for services (nonemployees):				
a Management				
b Legal	281		281	
c Accounting	10,660		10,660	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees	3,593		3,593	
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	416,152	416,152		
12 Advertising and promotion	10,250	10,000	250	
13 Office expenses	7,743	7,305	438	
14 Information technology	11,794	7,188	4,606	
15 Royalties				
16 Occupancy	3,725	3,725		
17 Travel	157	20	137	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings	833	237	596	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	2,109	1,003	1,106	
23 Insurance	11,353		11,353	
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 SUPPLIES	54,770	52,905	1,865	
b EQUIPMENT RENTAL	11,828	11,828		
c BANK FEES	8,512	7,993	519	
d ENGRAVING	7,459	7,459		
e All other expenses	22,871	18,822	4,049	
25 Total functional expenses. Add lines 1 through 24e	737,931	643,731	94,200	0
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> 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) Beginning of year		(B) End of year
Assets	1 Cash—non-interest-bearing	55,152	1	121,343
	2 Savings and temporary cash investments	10,017	2	197,068
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net		4	
	5 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		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use	23,606	8	29,637
	9 Prepaid expenses and deferred charges	17,384	9	21,015
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 40,416		
	b Less: accumulated depreciation	10b 40,319	2,206	10c 97
	11 Investments—publicly traded securities	1,215,484	11	1,265,597
	12 Investments—other securities. See Part IV, line 11		12	
	13 Investments—program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11	36,475	15	36,475
16 Total assets. Add lines 1 through 15 (must equal line 33)	1,360,324	16	1,671,232	
Liabilities	17 Accounts payable and accrued expenses	6,483	17	156,626
	18 Grants payable		18	
	19 Deferred revenue	18,178	19	24,264
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 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		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties	23,467	24	
	25 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		25	
	26 Total liabilities. Add lines 17 through 25	48,128	26	180,890
Net Assets or Fund Balances	Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.			
	27 Net assets without donor restrictions	1,275,721	27	1,453,867
	28 Net assets with donor restrictions	36,475	28	36,475
	Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.			
	29 Capital stock or trust principal, or current funds		29	
	30 Paid-in or capital surplus, or land, building, or equipment fund		30	
	31 Retained earnings, endowment, accumulated income, or other funds		31	
	32 Total net assets or fund balances	1,312,196	32	1,490,342
33 Total liabilities and net assets/fund balances	1,360,324	33	1,671,232	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	1,004,261
2	Total expenses (must equal Part IX, column (A), line 25)	2	737,931
3	Revenue less expenses. Subtract line 2 from line 1	3	266,330
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	1,312,196
5	Net unrealized gains (losses) on investments	5	-88,184
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	1,490,342

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	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 on Schedule O.		
2a	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 checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
2b	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 type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
2c	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.		
3a	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
3b	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		

**SCHEDULE A
(Form 990)**

Public Charity Status and Public Support

OMB No. 1545-0047

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

2021

Department of the Treasury
Internal Revenue Service

▶ **Attach to Form 990 or Form 990-EZ.**

**Open to Public
Inspection**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

Name of the organization FLORIDA BOTANICAL GARDENS FOUNDATION, INC.	Employer identification number 59-1230940
---	---

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state:
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
- 10 An organization that normally receives (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
 - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

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

Table with 7 columns: Calendar year (or fiscal year beginning in), (a) 2017, (b) 2018, (c) 2019, (d) 2020, (e) 2021, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person; 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: Calendar year (or fiscal year beginning in), (a) 2017, (b) 2018, (c) 2019, (d) 2020, (e) 2021, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources; 9 Net income from unrelated business activities; 10 Other income. Do not include gain or loss from the sale of capital assets; 11 Total support. Add lines 7 through 10.

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

Table with 3 columns: Line number, Description, Percentage. Rows: 14 Public support percentage for 2021 (line 6, column (f) divided by line 11, column (f)) 14 %; 15 Public support percentage from 2020 Schedule A, Part II, line 14 15 %

16a 33 1/3% support test—2021. 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—2020. 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—2021. 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—2020. 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) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	430,054	296,683	764,031	189,219	757,460	2,437,447
2 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	164,619	170,038	153,480	104,745	301,796	894,678
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge	24,100	22,850	23,482	21,600	21,600	113,632
6 Total. Add lines 1 through 5	618,773	489,571	940,993	315,564	1,080,856	3,445,757
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
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						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						3,445,757

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2017	(b) 2018	(c) 2019	(d) 2020	(e) 2021	(f) Total
9 Amounts from line 6	618,773	489,571	940,993	315,564	1,080,856	3,445,757
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	618,773	489,571	940,993	315,564	1,080,856	3,445,757

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

15 Public support percentage for 2021 (line 8, column (f), divided by line 13, column (f))	15	100.00 %
16 Public support percentage from 2020 Schedule A, Part III, line 15	16	94.66 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2021 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2020 Schedule A, Part III, line 17	18	5 %

19a 33 1/3% support tests—2021. 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—2020. 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
1	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>		
2	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>		
3a	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	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>		
c	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>		
4a	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	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>		
c	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>		
5a	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	Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6	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>		
7	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).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? <i>If "Yes," complete Part I of Schedule L (Form 990).</i>		
9a	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	Did one or more disqualified persons (as defined on 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>		
c	Did a disqualified person (as defined on 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>		
10a	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	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
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a	
b	A family member of a person described on line 11a above?	11b	
c	A 35% controlled entity of a person described on line 11a or 11b above? <i>If "Yes" to line 11a, 11b, or 11c, provide detail in Part VI.</i>	11c	

Section B. Type I Supporting Organizations

		Yes	No
1	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? <i>If "No," describe in Part VI 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.</i>	1	
2	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? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>	2	

Section C. Type II Supporting Organizations

		Yes	No
1	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)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>	1	

Section D. All Type III Supporting Organizations

		Yes	No
1	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?	1	
2	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? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>	2	
3	By reason of the relationship described on 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? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>	3	

Section E. Type III Functionally Integrated Supporting Organizations

1	Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a	<input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b	<input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c	<input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a governmental entity (see instructions).		
2	Activities Test. Answer lines 2a and 2b below.		
a	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? <i>If "Yes," then in Part VI 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.</i>	2a	
b	Did the activities described on 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? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>	2b	
3	Parent of Supported Organizations. Answer lines 3a and 3b below.		
a	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? <i>If "Yes" or "No," provide details in Part VI.</i>	3a	
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>	3b	

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.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3.	4	
5	Depreciation and depletion	5	
6	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)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d.	3	
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by 0.035.	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C – Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	

7 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)*

Section D – Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required— <i>provide details in Part VI</i>)	
6 Other distributions (<i>describe in Part VI</i>). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (<i>provide details in Part VI</i>). See instructions.	
9 Distributable amount for 2021 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2021	(iii) Distributable Amount for 2021
1 Distributable amount for 2021 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2021 (reasonable cause required— <i>explain in Part VI</i>). See instructions.			
3 Excess distributions carryover, if any, to 2021			
a From 2016			
b From 2017			
c From 2018			
d From 2019			
e From 2020			
f Total of lines 3a through 3e			
g Applied to underdistributions of prior years			
h Applied to 2021 distributable amount			
i Carryover from 2016 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4 Distributions for 2021 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2021 distributable amount			
c Remainder. Subtract lines 4a and 4b from line 4.			
5 Remaining underdistributions for years prior to 2021, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
6 Remaining underdistributions for 2021 Subtract lines 3h and 4b from line 1. For result greater than zero, <i>explain in Part VI</i> . See instructions.			
7 Excess distributions carryover to 2022. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2017			
b Excess from 2018			
c Excess from 2019			
d Excess from 2020			
e Excess from 2021			

**Schedule B
(Form 990)**Department of the Treasury
Internal Revenue Service**Schedule of Contributors**

OMB No. 1545-0047

2021

▶ Attach to Form 990 or Form 990-PF.

▶ Go to www.irs.gov/Form990 for the latest information.

Name of the organization

**FLORIDA BOTANICAL GARDENS
FOUNDATION, INC.**

Employer identification number

59-1230940

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 foundationCheck 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 33¹/₃% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), 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), 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).

For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990) (2021)

Name of organization FLORIDA BOTANICAL GARDENS	Employer identification number 59-1230940
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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	MAJEED FOUNDATION, INC. 2060 BRIGHTWATERS BLVD, NE ST PETERSBURG FL 33704	\$ 250,000	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	KATHY AND DAVE HEFELE 9 N PINE CIRCLE BELLEAIR FL 33756	\$ 22,686	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input checked="" type="checkbox"/> (Complete Part II for noncash contributions.)
.....	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
.....	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
.....	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
.....	\$	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

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

2021

Open to Public Inspection

Name of the organization

FLORIDA BOTANICAL GARDENS FOUNDATION, INC.

Employer identification number

59-1230940

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, aggregate value of grants, and questions about donor advisement.

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Question, Held at the End of the Tax Year. Rows include purpose(s) of conservation easements, total number of easements, and various monitoring and reporting questions.

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 2 columns: Question, Amount. Rows include questions about reporting art and historical treasures, and amounts for 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:

- c** Beginning balance
- d** Additions during the year
- e** Distributions during the year
- f** Ending balance

	Amount
1c	
1d	
1e	
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					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

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:

- (i)** Unrelated organizations
- (ii)** Related organizations

	Yes	No
3a(i)		
3a(ii)		
3b		

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				
b Buildings				
c Leasehold improvements				
d Equipment		40,416	40,319	97
e Other				

Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.) ▶ **97**

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.

Table with 3 columns: (a) Description of security or category, (b) Book value, (c) Method of valuation. Rows include (1) Financial derivatives, (2) Closely held equity interests, (3) Other (A-H), and Total.

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.

Table with 3 columns: (a) Description of investment, (b) Book value, (c) Method of valuation. Rows (1) through (9) and Total.

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

Table with 2 columns: (a) Description, (b) Book value. Rows (1) through (9) and Total.

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.

Table with 2 columns: (a) Description of liability, (b) Book value. Row 1 includes (1) Federal income taxes, followed by rows (2) through (9) and Total.

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

**SCHEDULE O
(Form 990)**

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 Form 990-EZ.
▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2021

**Open to Public
Inspection**

Name of the organization	FLORIDA BOTANICAL GARDENS FOUNDATION, INC.	Employer identification number	59-1230940
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FORM 990, PART III, LINE 4D - ALL OTHER ACCOMPLISHMENTS

GIFT SHOP

FORM 990, PART VI, LINE 11B - ORGANIZATION'S PROCESS TO REVIEW FORM 990

**FORM REVIEWED AND APPROVED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF
DIRECTORS BEFORE FILING.**

FORM 990, PART VI, LINE 12C - ENFORCEMENT OF CONFLICTS POLICY

**ALL RESPONSIBLE PERSONS SHALL ANNUALLY COMPLETE A CONFLICT OF
INTEREST DISCLOSURE FORM. THE BOARD VICE PRESIDENT IS RESPONSIBLE FOR
ASSURING THAT ALL FORMS ARE SIGNED.**

FORM 990, PART VI, LINE 19 - GOVERNING DOCUMENTS DISCLOSURE EXPLANATION

**GOVERNING DOCUMENTS, FORM 990, AND FINANCIAL STATEMENTS ARE MADE AVAILABLE
TO THE PUBLIC UPON REQUEST.**

FORM 990, PART IX, LINE 11G - OTHER FEES FOR SERVICES

DESCRIPTION

TOT/PROG SERVICE

MGT & GENERAL

FUNDRAISING

CONTRACT SERVICES

\$ 416,152

\$ 0

\$ 0

Form **4562**

Depreciation and Amortization
(Including Information on Listed Property)

OMB No. 1545-0172

2021

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to your tax return.

Attachment Sequence No. **179**

▶ Go to www.irs.gov/Form4562 for instructions and the latest information.

Name(s) shown on return FLORIDA BOTANICAL GARDENS FOUNDATION, INC.	Identifying number 59-1230940
--	---

Business or activity to which this form relates

INDIRECT DEPRECIATION

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions)	1	1,050,000
2 Total cost of section 179 property placed in service (see instructions)	2	
3 Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,620,000
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6 (a) Description of property (b) Cost (business use only) (c) Elected cost		
7 Listed property. Enter the amount from line 29	7	
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9 Tentative deduction. Enter the smaller of line 5 or line 8	9	
10 Carryover of disallowed deduction from line 13 of your 2020 Form 4562	10	
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions	11	
12 Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11	12	
13 Carryover of disallowed deduction to 2022. Add lines 9 and 10, less line 12	▶ 13	

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	1,106

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17 MACRS deductions for assets placed in service in tax years beginning before 2021	17	0
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	▶ <input type="checkbox"/>	

Section B—Assets Placed in Service During 2021 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

Section C—Assets Placed in Service During 2021 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year			30 yrs.	MM	S/L	
d 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21 Listed property. Enter amount from line 28	21	
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	1,106
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	▶ 23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2021)

THERE ARE NO AMOUNTS FOR PAGE 2

Form **4562**

Depreciation and Amortization
(Including Information on Listed Property)

OMB No. 1545-0172

2021

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to your tax return.

Attachment Sequence No. **179**

▶ Go to www.irs.gov/Form4562 for instructions and the latest information.

Name(s) shown on return FLORIDA BOTANICAL GARDENS FOUNDATION, INC.	Identifying number 59-1230940
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Business or activity to which this form relates

GIFT SHOP

Part I Election To Expense Certain Property Under Section 179

Note: If you have any listed property, complete Part V before you complete Part I.

1 Maximum amount (see instructions)	1	1,050,000
2 Total cost of section 179 property placed in service (see instructions)	2	
3 Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,620,000
4 Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5 Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6 (a) Description of property (b) Cost (business use only) (c) Elected cost		
7 Listed property. Enter the amount from line 29		
8 Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7		
9 Tentative deduction. Enter the smaller of line 5 or line 8		
10 Carryover of disallowed deduction from line 13 of your 2020 Form 4562		
11 Business income limitation. Enter the smaller of business income (not less than zero) or line 5. See instructions		
12 Section 179 expense deduction. Add lines 9 and 10, but don't enter more than line 11		
13 Carryover of disallowed deduction to 2022. Add lines 9 and 10, less line 12		

Note: Don't use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Don't include listed property. See instructions.)

14 Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year. See instructions	14	
15 Property subject to section 168(f)(1) election	15	
16 Other depreciation (including ACRS)	16	1,003

Part III MACRS Depreciation (Don't include listed property. See instructions.)

Section A

17 MACRS deductions for assets placed in service in tax years beginning before 2021	17	0
18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check here	<input type="checkbox"/>	

Section B—Assets Placed in Service During 2021 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depreciation (business/investment use only—see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	

Section C—Assets Placed in Service During 2021 Tax Year Using the Alternative Depreciation System

20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 30-year			30 yrs.	MM	S/L	
d 40-year			40 yrs.	MM	S/L	

Part IV Summary (See instructions.)

21 Listed property. Enter amount from line 28	21	
22 Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	1,003
23 For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2021)

THERE ARE NO AMOUNTS FOR PAGE 2

Federal Asset Report

Form 990, Page 1

Asset	Description	Date In Service	Cost	Bus %	Sec 179 Bonus	Basis for Depr	PerConv Meth	Prior	Current
Other Depreciation:									
1	Event tents	7/20/00	7,804			7,804	7 MO200DB	7,804	0
3	Digital video camcorder	8/23/00	4,955			4,955	5 MO200DB	4,955	0
5	SVGA Projector	1/12/01	3,149			3,149	5 MO200DB	3,149	0
8	Sony electronics	3/15/04	2,944			2,944	5 MO200DB	2,944	0
9	Dell computer	10/04/19	1,114			1,114	3 MO S/L	742	372
10	Latitude computer	10/08/19	1,478			1,478	3 MO S/L	986	492
11	Screen and laptop bag	10/22/19	361			361	3 MO S/L	241	120
12	Monitor	11/14/19	365			365	3 MO S/L	243	122
Total Other Depreciation			<u>22,170</u>			<u>22,170</u>		<u>21,064</u>	<u>1,106</u>
Total ACRS and Other Depreciation			<u>22,170</u>			<u>22,170</u>		<u>21,064</u>	<u>1,106</u>
Grand Totals			22,170			22,170		21,064	1,106
Less: Dispositions and Transfers			0			0		0	0
Less: Start-up/Org Expense			0			0		0	0
Net Grand Totals			<u>22,170</u>			<u>22,170</u>		<u>21,064</u>	<u>1,106</u>

Federal Asset Report

Gift shop

Asset	Description	Date In Service	Cost	Bus %	Sec 179Bonus	Basis for Depr	PerConv Meth	Prior	Current
Other Depreciation:									
1	Cabinets & fixtures	1/11/02	12,370			12,370	7 MO200DB	12,370	0
2	Gift shop assets	5/01/07	1,340			1,340	7 MO S/L	1,340	0
3	POS hardware	5/03/11	1,430			1,430	5 MO S/L	1,430	0
4	Optiplex computer	10/07/19	1,014			1,014	3 MO S/L	676	338
5	Latitude computer	10/08/19	1,502			1,502	3 MO S/L	1,001	501
6	Computer equipement	12/18/19	590			590	3 MO S/L	329	164
	Total Other Depreciation		<u>18,246</u>			<u>18,246</u>		<u>17,146</u>	<u>1,003</u>
	Total ACRS and Other Depreciation		<u>18,246</u>			<u>18,246</u>		<u>17,146</u>	<u>1,003</u>
	Grand Totals		18,246			18,246		17,146	1,003
	Less: Dispositions and Transfers		0			0		0	0
	Less: Start-up/Org Expense		<u>0</u>			<u>0</u>		<u>0</u>	<u>0</u>
	Net Grand Totals		<u>18,246</u>			<u>18,246</u>		<u>17,146</u>	<u>1,003</u>

AMT Asset Report

Form 990, Page 1

Asset	Description	Date In Service	Cost	Bus %	Sec 179Bonus	Basis for Depr	PerConv Meth	Prior	Current
Other Depreciation:									
1	Event tents	7/20/00	0			0 0	HY	0	0
3	Digital video camcorder	8/23/00	0			0 0	HY	0	0
5	SVGA Projector	1/12/01	0			0 0	HY	0	0
8	Sony electronics	3/15/04	0			0 0	HY	0	0
9	Dell computer	10/04/19	0			0 0	HY	0	0
10	Latitude computer	10/08/19	0			0 0	HY	0	0
11	Screen and laptop bag	10/22/19	0			0 0	HY	0	0
12	Monitor	11/14/19	0			0 0	HY	0	0
	Total Other Depreciation		<u>0</u>			<u>0</u>		<u>0</u>	<u>0</u>
	Total ACRS and Other Depreciation		<u>0</u>			<u>0</u>		<u>0</u>	<u>0</u>
	Grand Totals		0			0		0	0
	Less: Dispositions and Transfers		<u>0</u>			<u>0</u>		<u>0</u>	<u>0</u>
	Net Grand Totals		<u>0</u>			<u>0</u>		<u>0</u>	<u>0</u>

AMT Asset Report

Gift shop

Asset	Description	Date In Service	Cost	Bus %	Sec 179	Bonus	Basis for Depr	PerConv	Meth	Prior	Current
Other Depreciation:											
1	Cabinets & fixtures	1/11/02	0				0	0	HY	0	0
2	Gift shop assets	5/01/07	0				0	0	HY	0	0
3	POS hardware	5/03/11	0				0	0	HY	0	0
4	Optiplex computer	10/07/19	0				0	0	HY	0	0
5	Latitude computer	10/08/19	0				0	0	HY	0	0
6	Computer equipement	12/18/19	0				0	0	HY	0	0
	Total Other Depreciation		<u>0</u>				<u>0</u>			<u>0</u>	<u>0</u>
	Total ACRS and Other Depreciation		<u>0</u>				<u>0</u>			<u>0</u>	<u>0</u>
	Grand Totals		0				0			0	0
	Less: Dispositions and Transfers		<u>0</u>				<u>0</u>			<u>0</u>	<u>0</u>
	Net Grand Totals		<u>0</u>				<u>0</u>			<u>0</u>	<u>0</u>

Depreciation Adjustment Report

All Business Activities

AMT
Adjustments/
Preferences

<u>Form</u>	<u>Unit</u>	<u>Asset</u>	<u>Description</u>	<u>Tax</u>	<u>AMT</u>
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There are no assets that meet the criteria of this report

Asset	Description	Date In Service	Cost	Tax	AMT
Other Depreciation:					
1	Event tents	7/20/00	7,804	0	0
3	Digital video camcorder	8/23/00	4,955	0	0
5	SVGA Projector	1/12/01	3,149	0	0
8	Sony electronics	3/15/04	2,944	0	0
9	Dell computer	10/04/19	1,114	0	0
10	Latitude computer	10/08/19	1,478	0	0
11	Screen and laptop bag	10/22/19	361	0	0
12	Monitor	11/14/19	365	0	0
	Total Other Depreciation		<u>22,170</u>	<u>0</u>	<u>0</u>
	Total ACRS and Other Depreciation		<u>22,170</u>	<u>0</u>	<u>0</u>
	Grand Totals		<u>22,170</u>	<u>0</u>	<u>0</u>

<u>Asset</u>	<u>Description</u>	<u>Date In Service</u>	<u>Cost</u>	<u>Tax</u>	<u>AMT</u>
<u>Other Depreciation:</u>					
1	Cabinets & fixtures	1/11/02	12,370	0	0
2	Gift shop assets	5/01/07	1,340	0	0
3	POS hardware	5/03/11	1,430	0	0
4	Optiplex computer	10/07/19	1,014	0	0
5	Latitude computer	10/08/19	1,502	0	0
6	Computer equipement	12/18/19	590	97	0
	Total Other Depreciation		<u>18,246</u>	<u>97</u>	<u>0</u>
	Total ACRS and Other Depreciation		<u>18,246</u>	<u>97</u>	<u>0</u>
	Grand Totals		<u>18,246</u>	<u>97</u>	<u>0</u>

Form 990	Event Income and Deduction Worksheet	2021
Description GIFT SHOP		

Name FLORIDA BOTANICAL GARDENS	Taxpayer Identification Number 59-1230940
--	---

Use this worksheet to verify data entered for a specific activity on your form 990/990EZ

Income & Expense Summary:

1. Gross receipts or sales	1. <u>102,923</u>
2. Advertising income	2. _____
3. Circulation income	3. _____
4. Other income	4. _____
5. Returns and allowances	5. _____
6. Contributions received	6. _____
7. Total revenue. Add lines 1 through 6	7. <u>102,923</u>
8. Cost of Goods Sold	8. <u>54,241</u>
9. Employment Expense	9. <u>32,661</u>
10. Fees for services	10. _____
11. Indirect Expense	11. <u>2,180</u>
12. Depreciation Expense	12. <u>1,003</u>
13. Exempt Activity Expense	13. <u>8,041</u>
14. Fundraising Expense	14. _____
15. Total expenses. Add lines 8 through 14	15. <u>98,126</u>
16. Net Income/Loss. Line 7 minus Line 15	16. <u>4,797</u>

Expense Details - Indirect Expense:

Advertising and promotion	_____
Office	_____
Printing/publication/postage	<u>82</u>
Info technology/Maintenance	<u>2,078</u>
Royalties & License Fees	_____
Occupancy/Real Estate Taxes	_____
Travel & Repairs	<u>20</u>
Travel/entertainment (officials)	_____
Conferences/meetings	_____
Interest	_____
Insurance	_____
Total Indirect Expense	<u>2,180</u>

Expense Details - Depreciation Expense:

On investment property	_____
On non-investment property	<u>1,003</u>
Amortization	_____
Depletion	_____
Total Depreciation Expense	<u>1,003</u>

Expense Details - Exempt Activity Expense:

Repairs and Maintenance	_____
Bad debts	_____
Taxes/licenses	_____
Charitable contributions	_____
Dividend recd deductions	_____
Readership costs	_____
Other expenses	<u>8,041</u>
Total Exempt Activity Expense	<u>8,041</u>

Expense Details - Fundraising Expense:

Cash prizes	_____
Non-cash prizes	_____
Rent and facility costs	_____
Food & beverages (Part II only)	_____
Entertainment (Part II only)	_____
Other direct expenses	_____
Total Fundraising Expense	_____

Expense Details - Cost of Goods Sold:

Beginning inventory	<u>23,606</u>
Purchases	<u>60,272</u>
Labor	_____
Section 263A costs	_____
Other costs	_____
Ending inventory	<u>29,637</u>
Total Cost of Goods Sold	<u>54,241</u>

Expense Details - Employment Expense:

Compensation of officers	_____
Other salaries and wages	<u>30,340</u>
Pension plan contributions	_____
Other employee benefits	_____
Payroll taxes	<u>2,321</u>
Total Employment Expense	<u>32,661</u>

Expense Details - Fees for Services:

Management	_____
Legal	_____
Accounting	_____
Lobbying	_____
Professional fundraising	_____
Investment management	_____
Other	_____
Total Fees for Services	_____

Information is indicated for use on Form 990-T, Schedule A:

Schedule A, UBIT Activity Code	Seq # _____
<input type="checkbox"/> Part V, Debt Financing	
<input type="checkbox"/> Part VI, Controlled Org Income	
<input type="checkbox"/> Part VII, Investments for C(7)(9)(17)	
<input type="checkbox"/> Part VIII, Exploited Activities	
<input type="checkbox"/> Part IX, Advertising Income	

Allocation of Expense to Program Service Accomplishments:

First	_____
Second	_____
Third	_____
All other	<u>43,885</u>

Form **990****Two Year Comparison Report****2020 & 2021**For calendar year 2021, or tax year beginning **10/01/21**, ending **09/30/22**

Name

Taxpayer Identification Number

**FLORIDA BOTANICAL GARDENS
FOUNDATION, INC.****59-1230940**

		2020	2021	Differences
Revenue	1. Contributions, gifts, grants	1. 145,082	733,993	588,911
	2. Membership dues and assessments	2.		
	3. Government contributions and grants	3. 44,137	23,467	-20,670
	4. Program service revenue	4. 30,586	37,382	6,796
	5. Investment income	5. 23,513	20,010	-3,503
	6. Proceeds from tax exempt bonds	6.		
	7. Net gain or (loss) from sale of assets other than inventory	7. 43,946	-754	-44,700
	8. Net income or (loss) from fundraising events	8.		
	9. Net income or (loss) from gaming	9.		
	10. Net gain or (loss) on sales of inventory	10. 8,955	48,682	39,727
	11. Other revenue	11. 29,184	141,481	112,297
	12. Total revenue. Add lines 1 through 11	12. 325,403	1,004,261	678,858
Expenses	13. Grants and similar amounts paid	13.		
	14. Benefits paid to or for members	14.		
	15. Compensation of officers, directors, trustees, etc.	15.		
	16. Salaries, other compensation, and employee benefits	16. 103,633	153,841	50,208
	17. Professional fundraising fees	17.		
	18. Other professional fees	18. 205,515	430,686	225,171
	19. Occupancy, rent, utilities, and maintenance	19. 25,325	3,725	-21,600
	20. Depreciation and Depletion	20. 2,109	2,109	
	21. Other expenses	21. 99,421	147,570	48,149
	22. Total expenses. Add lines 13 through 21	22. 436,003	737,931	301,928
	23. Excess or (Deficit). Subtract line 22 from line 12	23. -110,600	266,330	376,930
Other Information	24. Total exempt revenue	24. 325,403	1,004,261	678,858
	25. Total unrelated revenue	25.		
	26. Total excludable revenue	26. 136,184	246,801	110,617
	27. Total assets	27. 1,360,324	1,671,232	310,908
	28. Total liabilities	28. 48,128	180,890	132,762
	29. Retained earnings	29. 1,312,196	1,490,342	178,146
	30. Number of voting members of governing body	30. 16	18	
	31. Number of independent voting members of governing body	31. 16	18	
	32. Number of employees	32. 3	3	
	33. Number of volunteers	33. 150	150	

Form 990	Tax Return History	2021
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Name	FLORIDA BOTANICAL GARDENS FOUNDATION, INC.	Employer Identification Number 59-1230940
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	2017	2018	2019	2020	2021	2022
Contributions, gifts, grants	454,154	319,533	787,513	189,219	757,460	
Membership dues						
Program service revenue	25,075	26,866	28,315	30,586	37,382	
Capital gain or loss	-963	-6,779	-3,999	43,946	-754	
Investment income	35,399	33,413	29,490	23,513	20,010	
Fundraising revenue (income/loss)						
Gaming revenue (income/loss)						
Other revenue	67,896	63,629	69,473	38,139	190,163	
Total revenue	581,561	436,662	910,792	325,403	1,004,261	
Grants and similar amounts paid						
Benefits paid to or for members						
Compensation of officers, etc.						
Other compensation	72,364	107,632	128,407	103,633	153,841	
Professional fees	338,081	283,039	218,771	205,515	430,686	
Occupancy costs	25,325	25,325	25,325	25,325	3,725	
Depreciation and depletion			2,109	2,109	2,109	
Other expenses	216,403	116,012	99,168	99,421	147,570	
Total expenses	652,173	532,008	473,780	436,003	737,931	
Excess or (Deficit)	-70,612	-95,346	437,012	-110,600	266,330	
Total exempt revenue	581,561	436,662	910,792	325,403	1,004,261	
Total unrelated revenue						
Total excludable revenue	127,407	117,129	123,279	136,184	246,801	
Total Assets	1,056,620	993,800	1,451,502	1,360,324	1,671,232	
Total Liabilities	30,533	24,922	37,228	48,128	180,890	
Net Fund Balances	1,026,087	968,878	1,414,274	1,312,196	1,490,342	

Federal Statements

Taxable Interest on Investments

<u>Description</u>	<u>Amount</u>	<u>Unrelated Business</u>	<u>Exclusion Code</u>	<u>Postal Code</u>	<u>Acquired after 6/30/75</u>	<u>US Obs (\$ or %)</u>
INTEREST	\$ 10,323					
TOTAL	\$ 10,323					

Taxable Dividends from Securities

<u>Description</u>	<u>Amount</u>	<u>Unrelated Business</u>	<u>Exclusion Code</u>	<u>Postal Code</u>	<u>Acquired after 6/30/75</u>	<u>US Obs (\$ or %)</u>
DIVIDENDS	\$ 9,687					
TOTAL	\$ 9,687					

Federal Statements

Form 990, Part IX, Line 11g - Other Fees for Service (Non-employee)

Description	Total Expenses	Program Service	Management & General	Fund Raising
CONTRACT SERVICES	\$ 416,152	\$ 416,152	\$	\$
TOTAL	\$ 416,152	\$ 416,152	\$ 0	\$ 0

Form 990, Part IX, Line 24e - All Other Expenses

Description	Total Expenses	Program Service	Management & General	Fund Raising
FOOD AND BEVERAGE	\$ 6,049	\$ 6,049	\$	\$
LICENSES	4,671	3,825	846	
SUPPLIES	3,370	3,370		
MEMBERSHIP DUES	3,210	7	3,203	
BANK FEES	3,024	3,024		
MISCELLANEOUS	1,357	1,357		
MISCELLANEOUS	900	900		
DUES AND SUBSCRIPTIONS	290	290		
TOTAL	\$ 22,871	\$ 18,822	\$ 4,049	\$ 0

Federal Statements

Schedule A, Part III, Line 1(e)

<u>Description</u>	<u>Amount</u>
PINELLAS COUNTY	\$
PAYCHECK PROTECTION PROGRAM	23,467
VARIOUS	461,307
MAJEED FOUNDATION, INC.	
CASH CONTRIBUTION	250,000
KATHY AND DAVE HEFELE	
STOCK DONATION	22,686
TOTAL	\$ <u>757,460</u>

Florida Botanical Gardens Foundation, Inc.

Profit and Loss

October 2022 - September 2023

	February	YTD
Income		
400 - Contributions		
401 - Restricted	-	500,000.00
404 - Donations for Children's Garden	164,442.76	205,187.04
Total 400 - Contributions	164,442.76	705,187.04
410 - Tributes/Memorials		1,000.00
416 - Pavers	300.00	740.64
Total 410 - Tributes/Memorials	300.00	1,740.64
430 - Admissions		
431 - Classes & Workshops	575.00	9,641.93
434 - Events	502.00	302,922.13
Total 430 - Admissions	1,077.00	312,564.06
432 - Sponsorships	-	20,300.00
433 - Commissions	-	15,096.40
435 - Vendor Fee	-	3,385.91
440 - Membership Dues	2,780.00	15,692.55
450 - Collection Allowance Sales Tax	10.29	146.04
477 - Donations In-kind	-	407.52
480 - Sales Receipts - Gift Shop	9,168.60	42,368.89
485 - Sales Receipts - Gift Cart	-	4,725.74
700 - Investment Income		
710 - Dividend Income	484.35	4,469.26
720 - Interest Income	967.60	4,399.99
740 - Unrealized Gain/(Loss) Investments	(11,902.22)	30,963.81
Total 700 - Investment Income	(10,450.27)	39,833.06
Total Income	167,328.38	1,161,447.85
Cost of Goods Sold		
499 - Cost of Goods Sold		(409.00)
01 - COGS - Gift Shop	4,515.24	21,332.98
03 - COGS - Gift Cart	-	2,050.00
Total 499 - Cost of Goods Sold	4,515.24	22,973.98
Total Cost of Goods Sold	4,515.24	22,973.98
Gross Profit	162,813.14	1,138,473.87
Expenses		
502 - Service Charges		
01 - Bank Service Charges	50.00	200.00
02 - Credit Card Fees	361.72	6,800.38
Total 502 - Service Charges	411.72	7,000.38
504 - Contract Labor		
01 - Caterer and BarTender	-	75.00
02 - Entertainment	-	800.00
03 - Facilities/Logistics	-	5,700.00
04 - Security	396.00	12,198.40
06 - County Parks Employee Labor	-	5,760.28
09 - Other Contract Labor	-	7,537.50
11 - Construction	200,267.30	836,918.27
12 - Installations	-	73,125.00
Total 504 - Contract Labor	200,663.30	942,114.45
508 - Engraving & Plaques	-	1,580.63
512 - Food & Beverages		
01 - Food Purchases	61.34	682.15

02 - Beverages & Liquor	45.00	876.13
Total 512 - Food & Beverages	106.34	1,558.28
516 - Insurance	-	12,330.51
518 - Legal & Professional Fees		
01 - Accounting	140.00	7,740.00
02 - Consulting	3,233.25	11,811.09
05 - Other L&P	178.99	299.50
Total 518 - Legal & Professional Fees	3,552.24	19,850.59
520 - Miscellaneous	-	2,313.00
521 - PR & Marketing	988.40	14,171.00
522 - Postage and Delivery	-	1,016.73
524 - Printing and Reproduction		
01 - Brochures	-	1,724.25
02 - Newsletter	-	821.85
03 - Other P&R	12.00	359.40
Total 524 - Printing and Reproduction	12.00	2,905.50
526 - Rent - Facilities	-	3,725.04
528 - Rental Equipment	2,400.00	12,251.30
530 - Salary & Wages		
02 - Management	6,945.00	39,233.92
07 - Gift Shop	2,300.00	11,847.00
Total 530 - Salary & Wages	9,245.00	51,080.92
532 - Supplies		
01 - Events	133.06	2,998.58
02 - Gardens/Plants	-	2,948.70
04 - Office	515.85	1,307.81
05 - Other Supplies	261.98	6,366.60
07 - Signage	222.40	2,239.99
09 - Gift Shop	50.28	1,185.71
13 - Lights, Displays, Electric	-	5,517.69
Total 532 - Supplies	1,183.57	22,565.08
534 - Tax, Licenses & Permits		
02 - Licenses and Permits	61.25	98.67
03 - Payroll taxes	707.25	4,580.70
Total 534 - Tax, Licenses & Permits	768.50	4,679.37
536 - Dues & Subscriptions	-	91.00
538 - Travel & Entertainment	-	28.13
545 - Computer/Software	654.43	2,391.84
Total Expenses	219,985.50	1,101,653.75
Net Operating Income	(57,172.36)	36,820.12
Net Income	(57,172.36)	36,820.12

Florida Botanical Gardens - Majeed Discovery Garden Project

In 2020 we received a high level cost estimate for construction of \$1,754,621. This estimate was based on the construction manager's experience and cost information obtained from subcontractors and suppliers, but was not part of a formal bid process. After COVID delays, a formal bid process in 2021 resulted in a Guaranteed Maximum Price (GMP) of \$2,651,336, nearly a \$900,000 increase. The substantial cost increase was due to both COVID delays/cost increases for materials, as well as, design changes and site improvements that were required to address regulatory requirements in order to obtain the permits. Unfortunately, we cannot provide detailed line item documentation of the costs escalation from May 2020 to May 2021; however, the cost increase and reduction in revenue from 2021 to 2022 was:

COVID Negative Impact Summary

\$	559,468.00	Increase Costs (A)
\$	185,740.00	Reduction Revenue (B)
\$	745,208.00	Sub total
\$	37,260.40	5% grant administration
\$	782,468.40	Grand Total

A) INCREASED COSTS

May 2022 GMP Increased by \$415,421 from 2021 due to:

WHAT		INCREASE		COST
Storm pipe	\$	84,700.00	\$	181,500.00
Rubber play surface	\$	10,324.00	\$	34,300.00
Irrigation	\$	5,450.00	\$	34,300.00
Fences & Gates	\$	5,953.00	\$	20,853.00
Landscaping	\$	77,341.00	\$	263,753.00
Concrete	\$	86,680.00	\$	398,750.00
Structural Steel	\$	5,835.00	\$	35,900.00
Carpentry	\$	89,101.00	\$	329,725.00
Mebrane Roofing	\$	13,200.00	\$	29,900.00
Special Doors	\$	3,400.00	\$	6,200.00
Break Metal	\$	3,070.00	\$	17,750.00
Lath & Plaster	\$	2,251.00	\$	31,375.00
Painting	\$	6,925.00	\$	12,113.00
Classroom Screens	\$	1,700.00	\$	10,880.00
Plumbing	\$	19,491.00	\$	26,991.00
TOTAL	\$	415,421.00	\$	1,434,290.00

INCREASED in COSTS: COVID Cost Escalation between 2021 & 2022 GMPs is \$559,468 as follows:

Summary with contracted plan set and adds for original desired scope

difference between GMP's 2021 vs 2022	\$415,421.00
Value reengineering reduced plumbing and irrigation	-1,760.00
Value engineering reduced landscaping	<u>-57,586.00</u>
Sub total	\$356,075.00
*Key element - add back the cost for outdoor furniture	78,393.00
*Key element- add back cost for "Beetle climber"	<u>125,000.00</u>

A. Total Increased Costs

\$559,468.00

* Note: these key design features were what we eliminated from the construction due to lack of funding caused by cost escalation"

B. REDUCTION IN REVENUE-

Loss of Net Income \$185,470.00 - our major fundraiser, Holiday Lights, not held in 2020 (5 year avg.)

Year	Gross		Net
2016	254,818.00		\$187,699.00
2017	309,898.00		\$214,541.00
2018	286,698.00		\$147,565.00
2019	222,671.00		\$89,183.00
2021	425,275.00		\$288,369.00
Average	299,872.00		\$185,470.00

Florida Botanical Gardens - Majeed Discovery Garden Project

Non Quantifiable Negative Impact on Costs and Income

ISSUE	IMPACT
GIFT SHOP CLOSED	<p>Our gift shop is located in the IFAS building within the gardens and it was closed by the county for 18 months due to COVID. Our gift shop is a key hub for community interaction and serves as our:</p> <ul style="list-style-type: none">- 'mini welcome center' where we meet/greet visitors, provide maps of the gardens and other information- membership center- where we interact with current members and meet potential new members-base for inquires on purchasing a memorial in the gardens
MEETING ROOMS CLOSED	<ul style="list-style-type: none">- could not hold events that brings people together in the garden- could not hold fundraisers
HIGHER COST OF SUPPLIES	<ul style="list-style-type: none">- cost of office supplies, printing costs- cost of zoom to hold our board meetings and participate in County and other meetings virtually
LOSS OF VOLUNTEERS	<p>when we did open, there were less volunteers because people were skeptical about COVID</p>
MEMBERSHIP COSTS INCREASE	<ul style="list-style-type: none">- we increased the amount of members due to the fact that we had more visitors, had virtual membership drives and fundraisers. However, it has significantly increased the cost of managing the membership program as well as the cost of the software to manage the database of members and donors.

Florida Botanical Gardens - Majeed Discovery Garden

MDG PROJECT COST	\$	3,100,000.00
FUNDS RAISED (to Aug.2022)		
Majeed Foundation	\$	600,000.00
Berolzheimer Foundation	\$	500,000.00
FBG Foundation	\$	535,000.00
FL Dept. Of State	\$	300,000.00
Public Donations	\$	325,000.00
<hr/>		
sub total	\$	2,260,000.00
Difference	\$	840,000.00
Grant Request	\$	(782,468.00)
Holiday Lights 2022 Income*		(\$57,532)
	\$	(840,000.0000)

*The 5 year average (2016-2021 minus 2020 when event was cancelled due to COVID) Annual Net Income is \$185,470, so we fully expect to be able raise this income in 2022

We already are under construction with Hennessy Contractors. We have all supporting budget documentation, including a Guaranteed Maximum Price Cost (June 16, 2022). A summary of the budget is as follows:

BUDGET SUMMARY

Construction	\$	2,500,000.00
Consulting Fees (a)	\$	600,000.00
Indirect Costs (b)	\$	37,260.00
<hr/>		
Total	\$	3,137,260.00

Notes:

- a) estimate extrapolated based on work done thus far
- b) 5% of grant amount for administration, reporting, filing, documentation and retention

