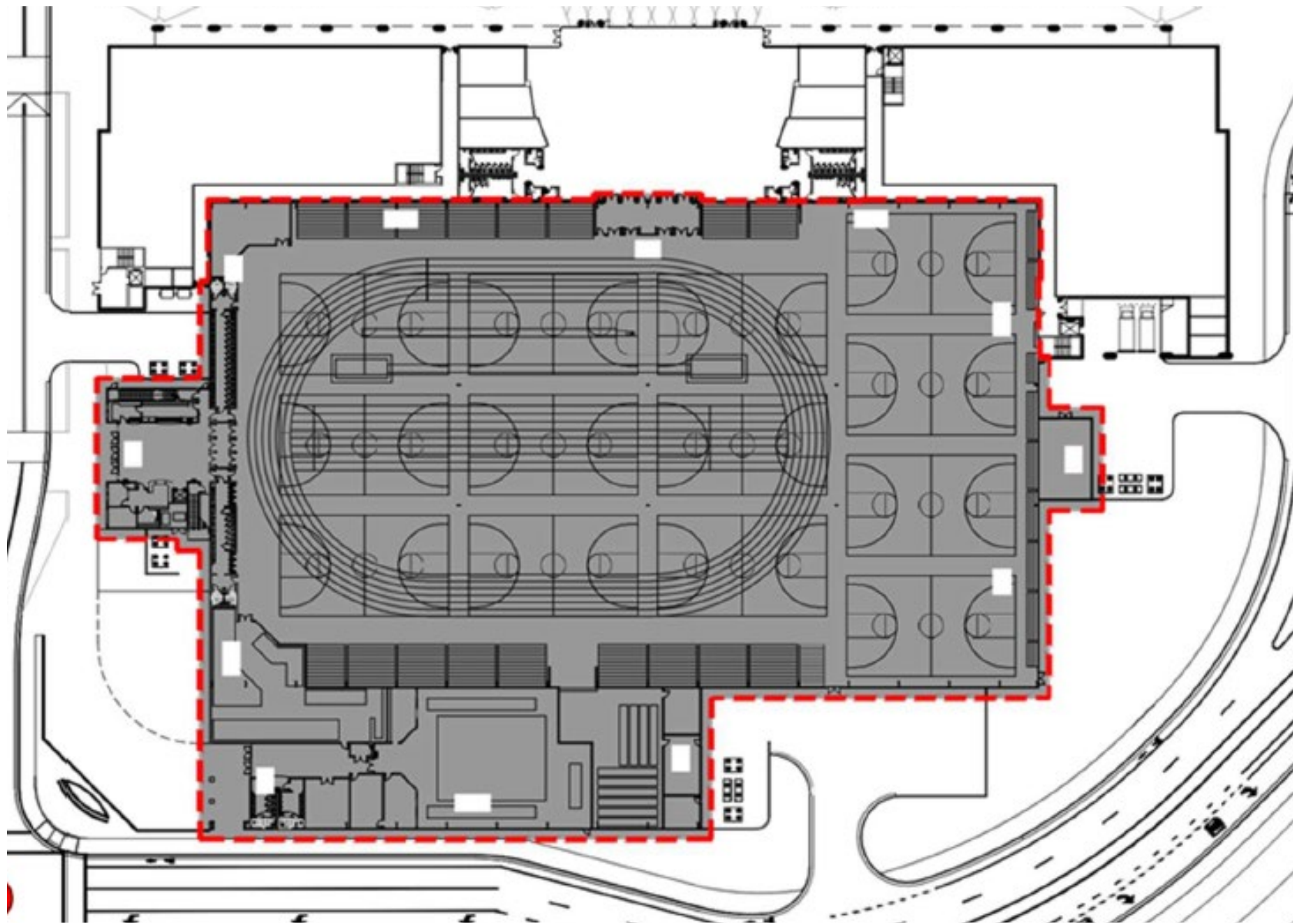




Public Private Partnership Terms and Authorization for Pre- Development Agreement for a Sports Events Center



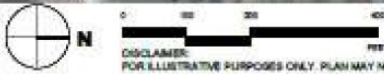
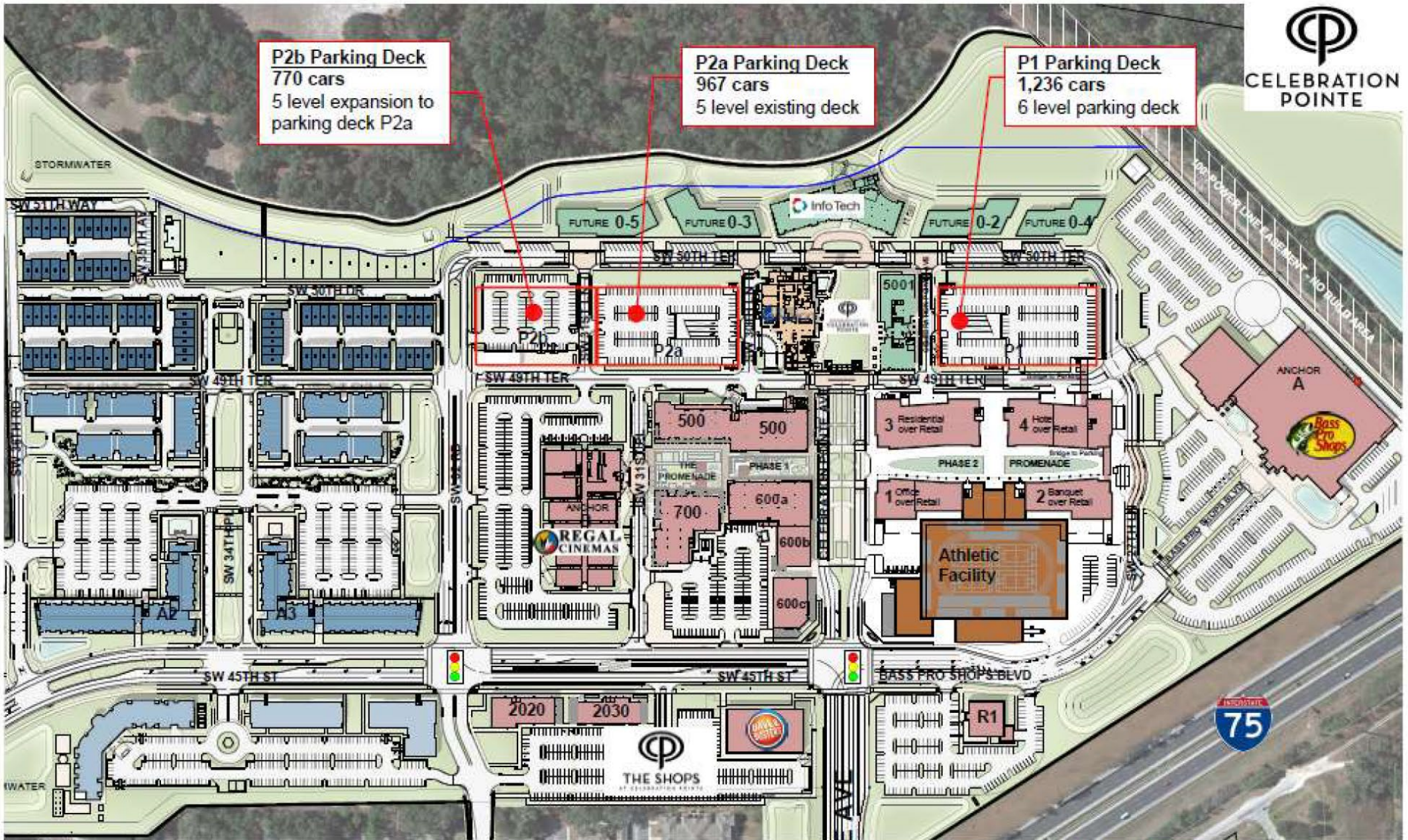


CELEBRATION
POINTE

P2b Parking Deck
770 cars
5 level expansion to parking deck P2a

P2a Parking Deck
967 cars
5 level existing deck

P1 Parking Deck
1,236 cars
6 level parking deck



DISCLAIMER:
FOR ILLUSTRATIVE PURPOSES ONLY. PLAN MAY NOT REPRESENT FINAL CONFIGURATION.

SITE PLAN
MAY 18, 2019



architecture llc









Figure 4: INTERIOR VIEW FROM NORTH-EAST CORNER

Defining Success

- \$1.2 Billion in total economic output over 30 years
- \$392M in wages
- \$24M in County sales and tourist taxes
- 1,150 annual jobs
- Fills in tourism gaps in the sports calendar \$12M/year and 116,760 additional added hotel room nights
- \$30M leverages \$41M in private sector investment



General Terms

- Externalized Risk of Operations and Management
- Cost overruns will, in general be paid by Operator
- No property acquisition – conveyance of land
- Parking included
- Destination enhancement for transit service
- County owned-facility with the option to keep or sell in 30 years



Terms

- Parties: Alachua County and Viking Companies, LLC
- Location: 3 ac in Celebration Pointe to be conveyed to the County
- Term: 30 years
- Total County Commitment: \$30M
- State Appropriation Request: \$2.5M
- Est Total Project Cost: \$71M
- Source of County Funds: Tourism Development Tax/ 30 year bond



Terms

- Predevelopment Agreement – Operator creates plans, specifications and GMP/budget.
- Decision Point (June/July 2021): If the County does not wish to proceed with the project at completion of plans, County shall reimburse Operator for up to \$1M in costs.
- Quality: Class A institutional quality and commensurate with National Collegiate Athletic Association qualifying sports facilities.



Terms

- Operator (Viking) will: hire contractor to build facility, set facility fees, run and maintenance facility, manage capital and operating budgets and reserves, pay all operating expenses, and procure property/liability insurance.
- Maintenance & Repair: Operator responsible for all systems as well as a repair and replacement fund with annual deposits.



Terms

- **Budgetary Responsibility:** Operator responsible for shortfalls to operating and capital budget for 30 years.
- Amounts advanced to fund capital budget deficits will have a 5% interest rate.
- **Facilities Condition:** Operator will oversee all maintenance, annual walk-through with the County to verify condition and set capital budget. At year 10, and every 5 years Operator will have an independent engineer develop a facilities report for deficiencies and remedial action



Terms

- Reporting: Operator to provide quarterly and annual financial statements. County may, at our expense bring in financial audit
- Performance Indicators and Accountability:



Terms

- Annual Bonus Structure for Exceeding Performance Requirements:
 - 25% of available yearly Surplus Funds between \$0.00 and \$150,000.00, and
 - 50% of available yearly Surplus Funds above \$150,000.00.
- Surplus Funds in excess of \$1M shall be shared equally between County and Operator



Terms

- Flow of Funds for Operating and Capital Accounts in order:
 1. Payment of commissions, refunds, sales taxes, cost of goods sold;
 2. Monthly operating expenses;
 3. Payment of Master Association and CDD fees;
 4. Payment of monthly management fees to Manager;
 5. Payment of Asset Management fees to Operator;
 6. Repayment of Capital Repayment and funded operating or capital shortfalls
 7. Deposit to Capital Repair and Replacement Reserve Fund;
 8. Deposit to Operating Reserve Fund;
 9. Pay Performance Bonus to Operator and Manager; and
 10. All remaining funds to be transferred to the Surplus Fund.



Terms

- Parking and Transportation
- Operator will provide 500 spaces for a parking fee to be included in the operating budget on a prorated share for the Facility's parking needs.
- No charge for general access surface parking around the site.
- Operator/Manager will pass on parking cost as an event fee.



End of Term

- If the County keeps the facility: we would assume obligations to fund operating and capital fund deficits
- or
- If the County desires to sell the facility: Operator has a first option to purchase at a fair market value. A credit will be issued to Operator for $\frac{1}{2}$ of cumulative capital budget deficits funded by Operator and be able take all operating reserve funds at purchase. All other reserves/surplus funds stays with Project

Scenarios



Next Steps

- Predevelopment Agreement – designs, specifications, and construction budget for a not to exceed amount. **120 days**
- Staff monitoring and collaborating on design of facility.

Next Steps

Next Decision Points:

- Seek Board Approval for Bond Validation in February

Final Step (est June/July 2021)

- Approve 90% Design Plans, Specifications, and GMP for Project
- Establish 30 year Bond Issuance for \$30M
- Operations Agreement at Bond Issuance and Transfer of Property when Plans and Specifications are Approved

Est Time to Ribbon Cutting: End of October 2022.

Recommended Action

- 1) Hear presentation of terms and authorize the Chair to sign a pre-development agreement consistent with the term sheet not to exceed \$1 Million and
- 2) And authorize staff to work with the proposer to finalize the project development and operations agreements for Board consideration.