



City of Fayetteville

433 Hay Street
Fayetteville, NC
28301-5537
(910) 433-1FAY (1329)

Meeting Agenda - Final City Council Work Session

Monday, June 3, 2024

2:00 PM

Council Chamber

1.0 CALL TO ORDER

2.0 INVOCATION

3.0 PLEDGE OF ALLEGIANCE

3.0 APPROVAL OF AGENDA

4.0 CITY MANAGER REPORT

5.0 OTHER ITEMS OF BUSINESS

5.01 [24-4022](#) Festival Park Management Proposal

Attachments:

[RFP - Venue Management Festival Park](#)

[OVG360 Response to RFP-Venue Management Festival Park Final](#)

[OVG360 x Fayetteville AMP \(FINAL\)](#)

5.02 [24-4066](#) Resolution Authorizing a Lease for the Cross Creek District Office of the Police Department

Attachments:

[Raeford Rd Lease](#)

[6147RaefordPDLease](#)

5.03 [24-4062](#) Empowering Community Safety Micro-Grant Program Close Out Report

Attachments:

[Community Safety Microgrant Report 5.21.24](#)

5.04 [24-4064](#) Fayetteville Downtown Parking

Attachments:

[Franklin Street Parking Deck Funding and Development Agreement.pdf](#)

[Parking Fund Activity.pdf](#)

[Franklin Street Parking Deck 2023 Metrics.pdf](#)

[Fayetteville Downtown Parking.pptx](#)

5.05 [24-3997](#) Parks and Recreation Projects Report Card

Attachments:

[P&R Project Report Card -June 3 2024](#)

5.06 [24-4067](#) Recommended FY 2024-25 Operating and Capital Budget

6.0 ADJOURNMENT

CLOSING REMARKS

The City of Fayetteville will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Any person who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in any City program, service, or activity, should contact the office of Human Relations at yamilenazar@fayettevillenc.gov, 910-433-1696, or the Office of the City Clerk at cityclerk@ci.fay.nc.us, 910-433-1989, as soon as possible but no later than 72 hours before the scheduled event.

COUNCIL WORK SESSION WILL BE AIRED

June 3, 2024 - 2:00 p.m.

Cable Channel 7 and streamed "LIVE" at FayTV.net



City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 24-4022

Agenda Date: 6/3/2024

Version: 2

Status: Agenda Ready

In Control: City Council Work Session

File Type: Other Items of
Business

Agenda Number: 5.01

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager

FROM: Michael Gibson, Parks, Recreation and Maintenance Director

DATE: June 3, 2024

RE:

Festival Park Management Proposal

COUNCIL DISTRICT(S):

2

Relationship To Strategic Plan:

Goal IV: Desirable Place to Live, Work and Recreate

Executive Summary:

In February 2024, the City of Fayetteville received and considered proposals from venue managers to provide professional management of Festival Park for all aspects of operations including concert promotion and scheduling, food and beverage service, ticketing, show production including marking, sales, and sponsorships, and day-to-day maintenance/janitorial services.

Only the response from Oak View Group (OVG) was deemed qualified and is offered for your consideration in this report.

On April 16, 2024, representatives from OVG presented the attached slides and discussed with staff their interests and experience. OVG is currently in partnership with Cumberland County to operate the Crown Complex.

There are costs to forming this partnership, as well as impacts to how the City currently operates Festival Park.

Representatives from OVG are willing to present to Council to explain their interests and answer questions.

Background:

Per Council directive, on December 19, 2023 the City of Fayetteville issued a Request for Proposal to soliciting proposals for qualified Venue Managers to provide professional management of the performance venue for all aspects of operations including concert promotion and scheduling, food and beverage service, ticketing, show production including marketing sales and sponsorships, and day-to-day maintenance/janitorial services at Festival Park. The RFP was modeled after the City of Wilmington that uses Live Nation as a third party venue manager.

Issues/Analysis:

Cost to the City of Fayetteville for necessary facility upgrades
Potential impact to current local event operations

Budget Impact:

Minimum \$100,000 annually
Other capital improvements and operating costs are negotiable.

Options:

City Council reviews proposal.
City Council reviews proposal and provides additional guidance to staff.

Recommended Action:

City Council reviews proposal and provides additional guidance to staff.

Attachments:

RPF - Venue Management Fest Park
OVG360 Response to RFP
OVG360 X Fayetteville AMP (Slideshow presented to staff on April 16)

CITY OF FAYETTEVILLE REQUEST FOR PROPOSALS



VENUE MANAGEMENT FESTIVAL PARK COF1516856

ISSUED: DECEMBER 19, 2023

DUE: FEBRUARY 1, 2024

The City of Fayetteville is soliciting proposals for qualified Venue Managers to provide professional management of the performance venue for all aspects of operations including concert promotion and scheduling, food and beverage service, ticketing, show production including marketing sales and sponsorships, and day-to-day maintenance/janitorial services.

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
PROCUREMENT MANAGER
kimberlytoon@fayettevillenc.gov

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.




A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE

Douglas J. Hewett, ICMA-CM
City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **2:00 p.m., February 1, 2024** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Venue Management Festival Park

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301

The bid opening will be held at **2:00 p.m. on February 1, 2024** at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **"Venue Management Festival Park."**

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov

The right is reserved to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

This Request for Proposal (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal for Venue Management Services.

It is the City of Fayetteville's intention to acquire the services of a qualified Venue Managers to provide professional management of the performance venue for all aspects of operations including concert promotion and scheduling, food and beverage service, ticketing, show production including marketing sales and sponsorships, and day-to-day maintenance/janitorial services.

Potential respondents should email kimberlytoon@fayettevillenc.gov to acknowledge receipt of the RFP to inform the City of its intent to respond. Provide the name, title, address, telephone and email address of the contact person. Addenda will posted to the website at www.fayettevillenc.gov.

The RFP includes a preliminary scope of work and general terms and conditions of any subsequent contract. The scope of services, as defined herein, may be modified after final selection of the Contractor. The general terms and conditions are part of any submitted proposal and will be incorporated into any subsequent contract. Submission of a proposal shall constitute acceptance of these terms and conditions. Conditional responses may be rejected.

In order for your RFP to be considered responsive, it must adhere to the submittal requirements that follow. The successful Contractor will be selected based on the Proposal and best value of services provided. Firms must be registered with the North Carolina Secretary of State or hold a Certificate of Authority to do business in the State of North Carolina.

It is the goal of the City to promote local and minority business participation in all construction and service contracts. Therefore, in accordance with the City of Fayetteville's SDBE Policy, the Contractor shall make a good faith effort to identify and hire minority subcontractors for this project. A complete copy of the SDBE policy is available in the Purchasing Office.

Questions concerning the proposed contract terms and conditions should be addressed to the Purchasing Office.

Sincerely,

Kimberly Toon
Purchasing Manager

REQUEST FOR PROPOSAL

Introduction

The City of Fayetteville is seeking a qualified and experienced provider to manage an existing performance venue. The venue is located within Festival Park located at 335 Ray Avenue near downtown Fayetteville, North Carolina. The goal of this procurement is the selection of the most qualified entity to provide complete management and operation of the amphitheater while assuring no financial liability to the City of Fayetteville and providing the City with a potential revenue stream for the City's general fund and parks and recreation programs on the occurrence of meeting certain financial targets.

Project Summary

Upon completion in April of 2007 the 6,000 square foot performance pavilion, an effort was made to attract nationally and internationally known performers to Fayetteville, in addition to the civic and cultural events already in place, to increase recreation opportunities to the citizens of Fayetteville, and surrounding communities. As a result, the facility has grown into a nationally respected facility. The city is seeking an organization that will maintain the high quality of services currently being offered, while ensuring the availability of the facility for current civic and cultural events including, but not limited to, the annual 4th of July and the New Year's Celebration.

Venue Overview

In 2007, construction was completed and included:

- Covered, elevated stage and dressing rooms, with restrooms and shower facilities.
- Addition of patron restrooms
- Addition of concessions stand.
- Staging area
- Electrical, mechanical, and sound equipment rooms
- Installation of fencing and gates
- Landscaping improvements

The facility has a capacity of 6,000 patrons.

Scope of Services

The City of Fayetteville is seeking an entity to provide professional management of the performance venue for all aspects of operations including concert promotion and scheduling, food and beverage service, ticketing, show production including marketing sales and sponsorships, and day-to-day maintenance/janitorial services. It is anticipated that the Parks and Recreation Division's day-to-day operations (other than contractual oversight) will be limited to

landscape maintenance in conjunction with its management of the park outside of the parks 's footprint.

Responders to this procurement should be experienced in all aspects of venue management including:

- Booking Event and Scheduling Services
 - Event Marketing
 - Managing all box office operations
 - Ticketing
 - Programming
 - Show and Event Production
 - Marketing
 - Weekly, monthly, quarterly and annual revenue/expense report
- Food and Beverage Concessions
 - Concessions
 - Catering
- Sponsorships
 - Event specific sponsorships
- Venue consulting
 - Venue assessment and revenue analysis
 - Risk Management
 - Staffing
 - Sponsorships
 - Patron Services
- Facility Management
 - Janitorial services for venue and site
 - Private event security
 - Coordination and/or the securing of Police, Fire, and EMS services
 - Lighting and Sound
 - Maintenance and repair of venue including stage, sound and seating

Priority will be given for these legacy events; Juneteenth, 4th of July, Dogwood Festival and New Year's Eve.

The City shall operate and maintain all areas of the park outside of the footprint of the venue and concession to include the lawn and landscape maintenance, play area maintenance, sidewalk/path maintenance, trash maintenance, and marketing and programming of the park.

RFP Response Timeline

The RFP process shall adhere to the following schedule:

RFP Process	Date	Time
Advertise RFP	12/19/23	5:00PM
RFP Written Questions Due	1/25/24	5:00PM
City Responses/Addendum	1/29/24	5:00PM
RFP Due Date	2/1/24	2:00PM
Interviews		TBA
City Council Awards		TBA

Note: All times shown as Eastern Standard Time (EST).

Pre-Proposal Questions

Questions concerning the specifications in this Request for Proposal should be directed to the Purchasing Manager. Questions will be received until **January 25, 2024 at 5:00 pm**. An addendum summarizing all questions and answers will be posted to the City's website.

Purchasing Manager for the City of Fayetteville

Kimberly Toon

Purchasing Manager

Email: kimberlytoon@fayettevillenc.gov

Phone: 910-433-1942

Proposal Submittal Requirements

Proposals must follow the format as defined in the section marked "Proposal Format"

Respondents must submit one (1) signed original and five (5) copies plus one (1) electronic version, of the "Venue Management" proposal. The electronic version of the proposal must be submitted as a viewable and printable Adobe Portable Document File (PDF) on a USB drive attached to the proposal. Proposals must be enclosed in a sealed envelope or package and clearly marked **RFP – Venue Management Festival Park**. Both hard copy and electronic version must be received by the City on or before **February 1, 2024; at 2:00 PM**. Deliver proposals to the following mailing/physical address:

City of Fayetteville

Attention: Kimberly Toon, Purchasing Manager

433 Hay Street

Fayetteville, NC 28301

Proposals received after the "RFP Due" deadline above will not be considered and will be returned unopened to the return address on the submission envelope. The outside of the submittal package and the USB must be clearly marked. The City reserves the right to reject any and all

proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFP that cannot be met must be indicated in the statement of Proposal. Respondents must respond to the entire Request for Proposal. Any Proposals received by the City that are incomplete in their responses will be immediately disqualified. Please submit a complete proposal responding to all required information requested. Incomplete proposals will be considered non-responsive and subject to rejection.

Rights to Submitted Material

All statements, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina Law) shall become the property of the City when received and the entire statement of Proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina Law and marked in bold “**Confidential.**”

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposal.

Proposal Format

Proposals should be limited to 25 pages or less, inclusive of cover page. Please use 8 ½” x 11” sheets, single spaced, one sided with no less than 12-point font. The Responder’s Certification and any section dividers and/or back cover do not count towards the 25-page limit

A. Cover Letter/Letter of Intent

The cover letter shall be addressed to Kimberly Toon, Purchasing Manager. It may be up to two pages (which do not count toward the 25-page maximum) and, at a minimum must contain the following:

- Identification of organization, including name, address and telephone number.
- Name, title, address, and telephone number of contact person during period of proposal evaluation,
- A statement to the effect that the proposal shall remain valid for a period of not less than 90 calendar day from the date of submittal.
- Signature of a person authorized to bind the Firm to the terms of the proposal.

B. Business Plan

Provide a detailed business plan for the operation and management of the venue which must include addressing the issues set forth below:

- Experience managing similar venues

- Background and history that uniquely qualify your proposal
- Resumes/experience of the key personnel that will be involved with operations
- If you are a promoter of concerts, explain how the facility would be available to other promoters
- Discuss how capital improvements would be funded
- Discuss food and beverage operations
- Demonstrate how the business plan will be implemented including identifying challenges and issues such as mitigation of potential noise impacts on surrounding businesses and residents and any plans to work with organizers of long-held civic events.

C. Proposals

Discuss knowledge/understanding of the overall scope of management and related experience. Demonstrate the financial and human resource capacity to perform the work. List any current litigation in which key participants are a defendant. Clearly define the proposed organizational structure: include an organizational chart (include subcontractors/sub-consultants and their ability to undertake the assignment) and define responsibilities. Provide resumes/relevant experience of proposed team members.

D. References

Include references from three (3) individuals/organizations that can attest to your ability to maintain the high level of service currently offered. The City reserves the right to check any and all references submitted.

E. Financing Proposal

Submit a proposed operating budget. It is expected that all costs for the operation and management (other than the work by Parks and Recreation Division specifically addressed in other sections of this document) are the responsibility of the firm selected. Please state any exceptions to this. Propose a revenue sharing program including details on how this would be structured, financial targets, and any plans for capital improvements.

F. Diversity Plan

The City of Fayetteville is committed to including minority, women and small businesses in its procurement process. In an effort to increase diversity inclusion, proposers are requested to provide the City with information regarding their diversity and inclusion strategy. Explain your plans to achieve Minority/Women Business Enterprise (M/WBE/DBE) participation.

G. Minor Irregularities

The City of Fayetteville reserves the right to waive minor irregularities in submittals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining solicitation requirements or excuse the submitter from full compliance with the

solicitation specifications and other contract requirements if the submitter is awarded the contract.

H. Evaluation Criteria

Criteria	Weights
Business Plan	35%
Proposals and experience of the proposed team members for the requested services	35%
References	5%
Financing Proposal	15%
Diversity Plan	10%

I. Final Selection

A team, comprised of City staff, will be responsible for the proposal evaluations. This team, in accordance with the criteria listed above, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional sub-criteria beyond those listed, as may come to light through the review of the various proposals. During the evaluations period the City of Fayetteville reserves the right to interview the top selected firms or all the responding firms. The City's final selection will be the firm which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best overall interest. The City maintains the sole and exclusive right to evaluate the merits of the proposals received.

Firms will be objectively evaluated based on their responses to the project scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of the City.

Proposed costs quoted must be held firm for 90 days after the RFP is due. The City reserves the right to make an award without further discussion of the proposal submitted. The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or to not award a contract. The RFP may be awarded by individual task or total proposal whichever is most advantageous to the City of Fayetteville.

The general conditions and specifications of the RFP and the selected proposal, as amended by agreement between the City and the Contractor including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Failure of the Contractor to perform as represented may result in elimination of the Contractor from competition or in contract cancellation or termination.

Professional Service Agreement

Scope of Work and Terms Document

City of Fayetteville, NC

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made as of the ____ day of ____ 2023 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation ("City"), and _____.

In consideration of mutual promises and covenants in this Agreement, the parties agree as follows:

ARTICLE 1. Services

1.1 Background. The City desires to engage -----xxxxxxx----- to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. -----xxxxxxx----- is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Scope of Work. -----xxxxxxx----- will furnish the services as set forth in the Proposal which is incorporated by reference herein.

1.3 Time of Performance. -----xxxxxxx----- will perform the services promptly and according to the Proposal provided. The City will cooperate with -----xxxxxxx----- as reasonably required to complete the services outlined in the Proposal. Both parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.4 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by -----xxxxxxx----- as outlined in the Proposal.

ARTICLE 2. Payment

2.1 Basis of Compensation: The City shall pay -----xxxxxxx----- for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \$ _____ without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. -----xxxxxxx----- shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and accounts pertaining to this Agreement shall be made available to the City upon request.

ARTICLE 3. Termination

3.1 Termination for Cause: In the event of substantial failure by -----xxxxxxx----- to perform in accordance with the terms of this contract, City of Fayetteville shall have the right to terminate -----xxxxxxx----- upon ten calendar (10) days written notice in which event -----xxxxxxx----- shall have neither the obligation nor the right to perform further services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed. -----xxxxxxx----- shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

3.2 Termination for Convenience: Upon thirty (30) calendar days' written notice to -----xxxxxxx-----, the City of Fayetteville may, without cause and without prejudice to any other right or remedy legally available to the City of Fayetteville, terminate this Contract. Upon such notice, -----xxxxxxx----- shall have neither the obligation nor the right to perform services under this contract nor shall the City of Fayetteville be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, --xxxxxxx----- shall be paid for the completed and accepted work executed in accordance with this Contract prior to the written notice of termination. Additionally, upon mutual agreement, ----xx-xxxxxxx----- may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Contract, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days' after the written notice is sent by the City of Fayetteville. -----xxxxxxx----- shall provide to the City of Fayetteville all reports, surveys or other related documents upon the City's request.

ARTICLE 4. Liability, Indemnification and Insurance

4.1 General. The City and -----xxxxxxx----- have considered the risks and potential liability that may exist during the performance of services by -----xxxxxxx----- and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, -----xxxxxxx----- shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

4.2 Indemnity and Professional Liability. To the extent permitted by law, -----xxxxxxx----- agrees to defend, indemnify and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of -----xxxxxxx----- its agents, servants, employees, contractors, licensees, or invitees. Indemnification of the City by -----xxxxxxx----- does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. -----xxxxxxx----- agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A•VII.

4.3 Liability Insurance. -----xxxxxxx----- agrees to defend, indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of -----xxxxxxx-----, -----xxxxxxx-----'s employees, and -----xxxxxxx-----'s subcontractors, for whom -----xxxxxxx----- is legally responsible during the performance of services under this Agreement. -----xxxxxxx----- shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides -----xxxxxxx----- with insurance for contractual liability which -----xxxxxxx----- has assumed pursuant to the terms of this Agreement.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, -----xxxxxxx----- further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as provided by North Carolina law which said policy shall also afford coverage to -----xxxxxxx----- for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent contractor liability coverage.

(d) The CGL policy required above shall provide -----xxxxxx----- with products and completed operations insurance, said coverage to be written on an occurrence basis, with coverage extended for such a period of time that suits can be filed before the running of the statute of limitations on any claim for injury to person or property due to negligence of -----xxxxxx----- in the design of any building designed by -----xxxxxx----- under the terms of this Agreement.

ARTICLE 5. Independent Contractor. -----xxxxxx----- is an independent Contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. -----xxxxxx----- shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by -----xxxxxx----- but City shall have the right to observe such performance.

ARTICLE 6. Other

6.1 Assignment. It is the intent of this Agreement to secure the personal services of -----xxxxxx----- and failure of -----xxxxxx----- for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. -----xxxxxx----- shall not assign this Agreement without prior written consent of the City.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3. Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.4 Venue. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the parties agree that the appropriate venue shall be in Cumberland County (Twelfth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North Carolina

6.5 Non Discrimination. -----xxxxxx----- agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.6 Compliance with Laws. -----xxxxxx----- agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.7 Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Agreement and the requirements of applicable law.

6.8 Amendment. The City and -----xxxxxx----- may, from time to time, request changes in services to be performed by -----xxxxxx----- . Any such changes that are mutually agreed upon by the City and -----xxxxxx----- shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

6.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6.10 Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and *so long as* it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

6.11 Morality Clause. If, in the sole opinion of the City, at any time -----xxxxxx----- or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an "Actor") engages in any one or more actions that bring disrepute, contempt, scandal, or public ridicule to the Actor or subject the Actor to prosecution or offend the community or public morals or decency or denigrate individuals or groups in the community served by the City or are scandalous or inconsistent with community standards or good citizenship or may adversely affect the City's finances, public standing, image, or reputation or are embarrassing or offensive to the City or may reflect

unfavorably on the City or are derogatory or offensive to one or more employee(s) or customer(s) of the City, the City may immediately upon written notice to -----xxxxxxx----- terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity.

6.12 **CITY'S TERMS SUPERSEDE:** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

6.13 E-Verify. -----xxxxxxx----- hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. -----xxxxxxx----- further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). -----xxxxxxx----- hereby pledges, attests and warrants through execution of this Agreement that -----xxxxxxx----- complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by -----xxxxxxx----- shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

6.14 Divestment of Companies Boycotting Israel or Invest in Iran Certification.

Contractor certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as "FD Lists"); and (iii) it will not take any action causing it to appear on the Treasurer's FD Lists created by the NC State Treasurer during the term of this Contract. By signing this Contract, Contractor further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Contractor appearing on the Treasurer's FD Lists at any time before or during the term of this Contract.

6.15 Survival of Terms. All warranties, covenants, and representations contained within this contract and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this contract. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this contract or other applicable work undertaken in furtherance of this contract.

[Signature page to follow]

ATTEST:

VENDOR

By: _____

Title: _____

Address: _____

Phone: _____

Date: _____

Signature

ATTEST:

PAMELA MEGILL, City Clerk

CITY OF FAYETTEVILLE

By: _____
ADAM J. LINDSAY
Assistant City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

JODY PICARELLA
Chief Financial Officer



THE 360 RESPONSE TO
**THE CITY OF FAYETTEVILLE
RFP COF1516856 FOR VENUE
MANAGEMENT FESTIVAL PARK**

FEBRUARY 1, 2024



TABLE OF **CONTENTS**

TABLE OF CONTENTS

A. COVER LETTER / LETTER OF INTENT	I
B. BUSINESS PLAN	1
BACKGROUND AND EXPERIENCE	1
OVG DIVISIONS	1
MANAGEMENT EXPERIENCE	3
PROMOTER RELATIONSHIPS	3
FACILITY OPERATIONS	4
APPROACH TO FOOD AND BEVERAGE SERVICES	5
IMPLEMENTATION OF BUSINESS PLAN	6
C. PROPOSALS	9
SCOPE OF SERVICES	9
PENDING LITIGATION	11
ORGANIZATIONAL CHART	11
REGIONAL STRUCTURE AND SUPPORT TEAM	12
D. REFERENCES	13
E. FINANCING PROPOSAL	14
FINANCIAL AND ADMINISTRATIVE PROCESSES	14
COMPENSATION PROPOSAL	15
F. DIVERSITY PLAN	19
OUR VISION	19
APPENDICES	
APPENDIX A CORPORATE SUPPORT	
APPENDIX B CLIENT LIST	



A.

COVER LETTER/LETTER OF INTENT



February 1, 2024

Ms. Kimberly Toon
Purchasing Manager
City of Fayetteville
433 Hay Street
Fayetteville, NC 28301

Dear Ms. Toon,

On behalf of OVG360, I am pleased to submit our sincere interest in responding to the City of Fayetteville's Request for Proposal for Venue Management of Festival Park (RFP #COF1516856). With a wealth of experience and a proven track record in successful venue management, we are excited about the prospect of contributing to the cultural and entertainment landscape of Fayetteville.

What sets OVG360 apart is our dedicated infrastructure to support venue management, hospitality services, and sponsorship sales on a regional and corporate basis. This holistic approach provides us with a thorough understanding of the guest experience and marketplace, allowing us to tailor our operations to be efficient and to truly form a partnership with our clients and the local community. Our strong network of similar venues in the Southeast and Mid-Atlantic regions positions us as a dynamic force in the industry. This network not only provides synergy but also creates opportunities for enhanced booking efforts, operational support, and sales initiatives. We believe that leveraging our historical knowledge of market challenges and opportunities specific to Fayetteville will contribute significantly to the success of Festival Park.

OVG360 has demonstrated a commitment to excellence through our role as operator at the Crown Complex since 2013. During this tenure, we have consistently maintained the highest standards of operational efficiency and significantly contributed to the financial success of the venues under our management. One of our notable achievements during this period is reducing the operating deficit by over \$1.5 Million per year, as compared to the historical operating benchmark. This amounts to nearly a \$15 Million savings to the County over the last 10 years based on our bottom-line focus on a day-to-day basis. This accomplishment underscores our dedication to partnership, fiscal responsibility, revenue generation, and effective resource management. To the County's credit, they have had the foresight to utilize significant portions of these savings to re-invest into the Crown Complex venues to enhance the operation, customer experience, and economic impact.


Since 2019, we have actively collaborated with Cumberland County to shape the vision for the new Crown Event Center. This transformative project, set to replace the existing Crown Arena and Crown Theatre, reflects our commitment to and experience with staying at the forefront of venue development and meeting the evolving needs of our partners. We see similar opportunities for investment, development, and enhancement of Festival Park to maximize events, revenues, customer experience, and economic and qualitative impacts on the community.

We believe our experience and our market knowledge positions us to drive value for Festival Park and the community at large. Ultimately, we feel strongly that Festival Park is complimentary and provides synergies with the Crown Complex venues, and vice versa. We can achieve a transparent structure and operating strategy that is a win for the City, County, and regional community.

We appreciate your consideration of our Proposal for Venue Management of Festival Park and are confident that our approach, industry expertise, and commitment to excellence will contribute significantly to the ongoing success of this vital cultural asset in Fayetteville.

As required by the RFP, OVG360 confirms that our proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal. The contact for this process is Peter Zingoni, SVP, Business Development, OVG360 // Phone: (203) 241-9618 // pzingoni@oakviewgroup.com.

Sincerely,



Greg O'Dell
President, OVG360





B. **BUSINESS PLAN**

B. BUSINESS PLAN

BACKGROUND AND EXPERIENCE



Oak View Group ("OVG") was founded in 2015 by Tim Leiweke and Irving Azoff, icons of the sports and live entertainment industries respectively. Along with our founders, our entire executive team is stacked with industry veterans who have made careers out of helping entrepreneurial and independent companies stand out from the competition. We are a global venue development, advisory, management, and investment company, specializing in sports, live entertainment, hospitality, and convention industries. OVG is the largest developer of sports, entertainment, and hospitality facilities with \$10 Billion committed spend on Festival Park developments over the next five years, including its most recent endeavor, the \$3 Billion planned entertainment district and 850,000 sq. ft. arena, convention center, casino, hotel, and amphitheater in Las Vegas, NV.

Through OVG's diverse divisions, which include OVG360, OVG Hospitality, OVG Business Development, OVG Global Partnerships, OVG Media and Conferences, OVG International, and Prevent Advisors, OVG effectively impacts all aspects of the business, meetings, and event industry. We are also proud to have established the OVG Arena and Stadium Alliance, which is comprised of 38 world-class venues partnering together for the first time in history to enhance the guest experience while driving incremental revenue through collaborative, ground-breaking solutions, as well as the OVG Theater Alliance featuring 39 marquee theaters and performing arts venues across 18 North American markets.

YEARS IN BUSINESS

Five (5) Years as OVG360 (Spectra 20+ yrs)

NUMBER OF EMPLOYEES

OVG is comprised of more than 5,000 full- and part-time employees.

CORPORATE ORGANIZATIONAL STRUCTURE

OVG's organizational structure provides our clients with comprehensive, readily available, and hands-on support in all facets of venue operations. We have included profiles for key leadership in *Appendix A* of this Response.



OVG DIVISIONS

OVG360, a division of OVG, is a full-service global venue management and hospitality company that helps client-partners reimagine the sports, live entertainment, and convention industries for the betterment of the venue, employees, guests, artists, athletes, and surrounding communities. Between our management and hospitality services, we currently operate in more than 400 facilities and have a portfolio of client partners spanning arenas, stadiums, convention centers, performing arts centers, cultural institutions, zoos, aquariums, state fairs and more. OVG360 provides a set of services, resources and expertise designed to elevate every aspect of business that matters to venue operators, helping our clients become more profitable, efficient, and safe for both customers and employees.

OVG Hospitality is the food & beverage division of OVG360, and the fastest-growing hospitality company in the world, an achievement we earned by reimagining food service and designing for an evolved audience. We are at the forefront of culinary excellence because we continually challenge the norms and evolve our operations to maximize guest and client satisfaction. OVG Hospitality was conceived and created to address a desire to feed all of the senses. We make food and beverage exciting, we serve it with speed, and we are committed to embracing the flavors, brands, and cultures of the communities where we do business. We serve over 250,000 events and 40 million guests per year, and we have been responsible for managing events like the Olympics, the Super Bowl, and the World Series, and even catering for the President of the United States. Our team has the background and experience to successfully manage events of any size..

OVG Business Development partners with visionary companies to reimagine the development of state-of-the-art sports & entertainment facilities, allowing them to reach new and expand existing markets. This team leads OVG's investment in major capital projects such as the renovation of Climate Pledge Arena, the development of UBS Arena and Co-op Live in Manchester, UK, as well additional international venues. Our expertise include Venue Design and Development, Finance, Operations, Maintenance, as well as M&A Services, Project Management, Live Entertainment Venue Consulting and more. OVG is the largest developer of sports, entertainment, and hospitality facilities, contributing to \$10 Billion of developed capital across our projects in the next five years.

OVG Global Partnerships is OVG's sponsorship and naming rights division. Led by a team of former senior marketing executives for Fortune 500 companies, OVG Global

Partnerships connects world-class sports and entertainment properties with world-class brands to create mutually beneficial outcomes. We are leaders in sponsorship sales, brand consulting, partnership management, activation, creative, analytics and client service. OVG Global Partnerships represents live entertainment properties including professional sports teams, events, arenas, convention centers, stadiums, and theaters providing unprecedented access to industry knowledge, brands, and trends for its clients. Comprised of a team of over 150 sponsorship sales professionals across North America, the group has sold over \$4.6 Billion in revenue since 2019 and is humbled to have recently received the Sports Business Journal's "Best in Property Consulting, Sales and Client Services" award.

OVG Arena Alliance The **OVG Arena Alliance** is an invitation-only group of major market arenas and stadiums that utilizes the power of collective leverage through buying, selling, booking, and thinking collaboratively. With venue participation from major markets coast to coast, this new and revolutionary way of thinking has proven valuable and powerful from both a content and sponsorship perspective. One of the main objectives of the Arena Alliance is to increase the volume and caliber of content for this venue group. The Arena Alliance works with management and artists to establish artist residencies at respective facilities, talent agents to package Arena Alliance members together for specific tours, utilizes the member network to influence content providers to book with Alliance members, and leverages the advance knowledge of touring schedules to provide Arena Alliance members with the opportunity to obtain top level content and manage its venue calendar ahead of its competitors. The Arena Alliance complements each venue's existing sales and partnership efforts by connecting and packaging all relevant, available assets across the portfolio of the Arena Alliance members to deliver a cohesive campaign with measurable deliverables to the advertising client.

OVG Stadium Alliance OVG also founded the **Stadium Alliance** in 2015. These best-in-class large-scale facilities in North America share best practices and maximize event revenues. Leveraging the experience, knowledge, and relationships of the Stadium Alliance with influential decision makers drives incremental events to our members. Similar to the OVG Arena Alliance, the OVG Stadium Alliance also partners with OVG's Global Partnerships team to assist with deal negotiations, ticket sales, marketing support, premium seating, optimization of ancillary revenue streams, and event coordination.

OVG Theater Alliance In January, 2023, Oak View Group introduced the **OVG Theater Alliance**, featuring 39 marque theaters and performing arts venues across 18 North American markets that will benefit from collective buying power, routing of non-traditional content, sponsorship opportunities, industry best practices and resources, and shared proceeds from an annual fundraising gala. To give member theaters and performing arts centers a competitive edge within their markets, the Theater Alliance will help drive unique, exclusive, and traditionally mainstream content to its member venues; for example, intimate acoustic performances by some of the top names in entertainment.



MANAGEMENT EXPERIENCE

OVG360 has achieved unprecedented growth in a number of partner facilities throughout our firm's history. Our clients choose us because of our manageable size; the depth and talent of our corporate support team; the accessibility they have to our senior management team; and our stellar track record of financial success for venues. OVG360 provides venue management and booking services to more than 240 venues including 16 specialized venues. OVG360's complete client list is provided in *Appendix B* of this Response.

PROMOTER RELATIONSHIPS

OVG360 has key executives that have established relationships with major players throughout the market, including media, community partners, sponsors, promoters, and area stakeholders. OVG's founders, Tim Leiweke and Irving Azoff, are two of the most well-reputed and visionary individuals in the history of the hospitality, entertainment, and sports industries with relationships that no one company can come close to matching. Irving has been the most influential and successful artist manager, advising the careers of the Eagles, Jimmy Buffett, Bon Jovi, Fleetwood Mac, Harry Styles, Gwen Stefani, and many more. He also engineered the mega-merger between Live Nation and Ticketmaster.

This unique advantage positions OVG360 to assimilate easily and hit the ground running. The local and corporate venue leadership will make it a priority to develop and maintain our existing relationships and build new ones that are transparent, genuine, and mutually beneficial. We act as a true partner to deliver the best results on all aspects of the live entertainment experience.

OVG360 strives to keep our venues open and accessible to all event promoters. We rarely partner with only one promoter as we like to maximize the number of events we can attract. Through our dedicated corporate booking department, we have relationships with the nation's largest concert promoters including Live Nation, AEG, and family show promoters such as Feld Entertainment and the Harlem Globetrotters. We also continue to build relationships with regional and local promoters.



FACILITY OPERATIONS

YOUR VENUE, OUR RESPONSIBILITY

We recognize the significant responsibility we have to protect and maintain the assets that our clients have spent millions of dollars to develop. We understand that each venue we manage must meet its operational life expectancy — and, equally important, that we must keep a watchful eye on operating expenses, as well as the building's bottom-line performance.

That's why we approach every venue we manage as if it were our own, focusing not on short-term profits but on long-term fiscal stability and performance. It's why our partnership with an existing venue begins with an exhaustive audit to fully understand how it's being managed — and how its operations can be improved. And it's why we develop a comprehensive, customized plan that covers even the tiniest details of Festival Park's day-to-day and long-term operations, allowing your venue to function at the highest levels of operational and fiscal performance.

The bottom line? OVG360 Venue Management understands that managing your venue is about more than just improving the bottom line — it's also about protecting your assets.

CAPITAL IMPROVEMENTS

As part of our approach to protecting the City's asset, OVG360 will develop and provide to the client an annual capital replacement plan as part of the budget process. Generally, any items below \$5,000 are part of OVG360's operating budget, while items over \$5,000 are part of our normal reports, which segment capital improvement projects into three classes:

- Health- and safety-related
- Cosmetic and replacement-related
- Revenue-generating and expense-reducing





APPROACH TO FOOD AND BEVERAGE SERVICES

HOSPITALITY

DESIGNING AND IMPLEMENTING A WORLD-CLASS HOSPITALITY PROGRAM

We have developed creative, fan-focused ideas to elevate every aspect of the hospitality program. We're eager to work with you to implement these ideas to ultimately improve fan satisfaction and drive revenue.

CULINARY & BEVERAGE UPGRADES

Our program recommendations are driven by world-class menus with a local flair. Increased kitchen capacities via supporting the operation from nearby facilities will allow our team to deliver an elevated culinary experience for fans and specifically to elevate the premium experience for potential loge and premium seat guests. We will also work with a local mixologist paired with our VP of Beverage to curate a craft beverage menu and to provide an extensive training program for our beverage team.

RETAIL CONCESSIONS

Our plan to elevate the retail concession program is to ensure we have a robust line of off offerings from the central concession stand. Throughout the plaza on event day we will have numerous grab-n-go markets that offer self check-out. This approach will drastically increase the speed of service and reduce dependency on labor without compromising quality. These market concepts have proven successful in other OVG Hospitality venues, resulting in increased basket sizes and per caps. To augment our concessions we will reach into the community to source local MWBE specialty food and non-alcoholic beverage firms to provide additional flavors and local food choices through subcontracting opportunities.

PREMIUM EXPERIENCES

OVG Hospitality is prepared to bring a hospitality "wow" factor into your premium experiences. Think chef-attended action stations, curated food experiences in certain VIP spaces, and activating spaces created by sponsorships and ticketing that require themed food and beverage stations.

TECHNOLOGY & ANALYTICS

A world-class hospitality program can no longer be designed without significant technology infrastructure. Through the opening (and continued development) of our OVG-owned and operated facilities including Climate Pledge Arena (Seattle, WA); UBS Arena (Elmont, NY); and Moody Center at University of Texas in Austin; among others — we have become a leader in designing the most efficient food and beverage technology programs. Working with partners such as Amazon, Oracle, and Toshiba, we have mastered solution-based programs that are intuitive for operators and end-users alike. This expertise has driven our recommendations, which emphasize the importance of self-ordering, self-checkout capabilities and digital menu boards. The data generated as a result of this program will be utilized to deliver real-time reporting during events and to drive decisions post-event and post-season regarding adjustments that should be made to the program.

SUSTAINABILITY

No operator has demonstrated a greater commitment to sustainable operations than OVG — from Climate Pledge Arena (the world's first and only carbon neutral arena in the world) to the creation of the GOAL platform (the first, and most comprehensive sustainability roadmap designed for the industry, by the industry), we are committed to making a difference for the planet.

IMPLEMENTATION OF BUSINESS PLAN

MANAGEMENT PHILOSOPHY & APPROACH

OVG360's operating philosophy is simple but is the core of every segment of our company. We provide best-in-class service in everything we do while positively disrupting the hospitality, sports, and live entertainment industry. From cleaning bathrooms to efficiently maintaining multi-million dollar facilities to creating the ultimate client experience, everyone who works for OVG360 understands that no matter where their job lies in the organizational structure, our goal is to be the best. We don't measure ourselves against our competition as we truly believe that we set the standard in everything we do. An outline of OVG360's management philosophy is provided below.



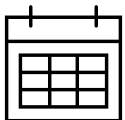
PARTNERSHIP

OVG360 believes in partnership management. We will provide the very best in support, resources, and systems to allow our staff to be successful in partnership with the Festival Park. OVG360 will also work closely with the Fayetteville business community to bolster this relationship and work together to bring new high impact business to the Festival Park.



FLEXIBLE THINKING

OVG360 will create an environment that encourages everyone on the Festival Park team to participate in and help build the newly customized Management Plan specifically designed for the Festival Park. We stress collaboration at all levels of the organization and will seek feedback from everyone on the team.



CONTENT AND MAXIMIZED UTILIZATION

OVG360 is uniquely positioned to bring exclusive and innovative content to the Festival Park and Fayetteville community. We will create new events for the market and region that are consistent with the goals and objectives established by the City.



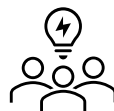
SUSTAINABILITY

OVG360 recognizes the increasing importance of managing venues that are "green," or environmentally friendly. We are responsible stewards of our environment and are committed to operating in a manner that is sustainable and creates limited impacts on the local community.



CLIENT-DRIVEN RESULTS

OVG360 will collaborate with the City to establish the goals and vision for the Festival Park's future. OVG360 will then create a customized Management Plan that is consistent with those goals and which will then be achieved by the Festival Park team.



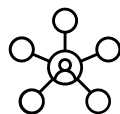
HIGH-QUALITY STAFF

OVG360 recruits and has access to the best and brightest minds in the industry by providing growth opportunities. We are a company that prides ourselves by putting our clients and staff first. Their success is the foundation of our company's success.



ACCOUNTABILITY & TRANSPARENCY

OVG360 believes in a relationship where we are open and transparent with clients, employees, and stakeholders and are held accountable for everything we do, and everything we promise to do.



COMMUNICATION

OVG360 will maintain an open, honest, and on-going dialogue with the City, the local community, and our staff in all areas of operations, including our partner companies who provide services to the Festival Park.



DIVERSITY, EQUITY & INCLUSION

We are committed to diversity in the workplace by cultivating diversity within our company and encouraging the hiring of minorities and women for senior positions within OVG and at our venues.

MANAGEMENT PLAN

MISSION STATEMENT

OVG360 is committed to maintaining our internationally recognized position as the world's most effective and client-friendly private venue management firm. We've earned this reputation by consistently proposing innovative solutions — and, more importantly, by delivering top-notch results for our client-owned venues. These venues include arenas, convention centers, and stadiums, as well as multipurpose civic centers, conference centers, theaters, ice rinks, fairgrounds/equestrian entertainment venues, and a variety of other venues.

OVG360's success — and thereby our clients' success — is built on a foundation of vast corporate resources, rock-solid industry relationships, an unmatched team of professional, readily accessible senior management and corporate support, and superior customer service. OVG360 was founded to meet the growing desire of government, universities, and private owners to have their venues operate more effectively and efficiently.

OVG360's approach to management is to build an operating plan unique to Festival Park that achieves the goals and objectives of the City:

THE FOUNDATION OF OUR MANAGEMENT AND OPERATIONS PLAN FOR FESTIVAL PARK

- Meet with City, CVB, and appropriate departments to fully understand the Client's goals and objectives for Festival Park. Work with these groups to update the existing Marketing and Operations Plans for utilization at Festival Park and develop materials necessary to support the Plans.
- Identify and establish communication with appropriate City members and their stakeholders.
- Meet with event promoters and producers to inform them of Festival Park's additional capabilities of hosting special events.
- Conduct additional market research in the areas of demographics, competitive venues, and media in order to broaden

the ticket buying base for all events.

- Using our platform, maintain community and industry relations and exposure to the entertainment and meeting industry through constant contact, by means of media releases, promotions, advertising, and direct meetings.

All of this will be done in conjunction with the City, so our operating plans will be coordinated to maximize our mutual goals. Our basic philosophy is to be your **PARTNER** in maintaining and operating the Festival Park. We will work with the City to update and agree on the following:

- Operating Budget
- Staffing Plan
- Operations Plan
- Internal Communications Plan
- Sales and Marketing Plan
- Booking Guidelines
- Specific Financial Procedures and Systems
- Overall Business Plan

INCREASED FACILITY USAGE

- No venue management company has as strong relationships in the live entertainment industry as OVG360. Our relationship and partnerships with Live Nation, FELD Entertainment, the Nederlander Organization, and PFM are just a few examples that will positively impact Festival Park. We will leverage our industry relationships to find more events for Festival Park.
- We will work with the City and public agencies to turn local event ideas into reality, from concerts and arts and cultural events, to regional and community events.
- We will build upon existing relationships of the Festival Park team to create a quarterly business round table event with Fayetteville's most influential thought leaders and business professionals.
- OVG360 is committed to working with local community groups and non-profit organizations to host their events at the venues. All staff members would also be provided with volunteer opportunities to engage with these organizations and for outreach in the city.

FOCUS ON THE BOTTOM LINE

- We will create efficient operating plans.
- We will book more events.
- We will negotiate more profitability into each event.
- We will increase naming rights sales, advertising sales, and event sponsorships. We will negotiate the lowest possible vendor rates for supplies and services.
- We will attain the lowest possible rates for workers' compensation insurance, employee benefits, and public liability insurance.

OVG360 LEADERSHIP INVOLVEMENT

- Festival Park will be supported by the senior leadership of OVG360.
- Our desire is to have our clients be our best sales people for future business.
- We will be in constant communication with the stakeholders of Festival Park and the City's contract administrator.

ACCOUNTABLE FINANCIAL DECISIONS

- The City will receive and be a part of creating and approving our annual budget.
- The City will receive accurate monthly and yearly reports, detailing Festival Park's activity and financial performance.
- OVG360's financial records for Festival Park will be open to review at any time.

FOCUS ON STAFF

- A significant focus of our transition plan for Festival Park will be the impact this process will have on Festival Parks existing team members, some of whom have worked at Festival Park and serviced the venue's clients for decades. OVG360 understands the effect this process has on them personally, their families, and as industry professionals dedicated to making Festival Park the great destination it has become. Our transition process is grounded on respecting that impact and working with each member of the team, stakeholders, local unions, and contractors to ensure that the experience is a positive one.

- OVG360 will promote an open and direct line of communication among OVG360 staff, clients, and building managers, allowing them to share ideas, establish goals, and discuss mutual concerns.
- OVG360's philosophies of open communication with staff creates a work environment that encourages creativity and a setting where everyone is selling.

GUEST EXPERIENCE

- OVG360's customer service programs encourage and reward proactive service initiatives by employees.
- Each and every employee at Festival Park will be empowered to solve problems.
- Through our company-wide customer service program, venues have access to resources that are normally unavailable if not for the corporate support OVG360 offers. Additionally, best practices are shared between venues, further adding to the support available to Festival Park. We are committed to our concept of service transparency, which is a process that will begin upon execution of our agreement and build throughout the term of our relationship with the Festival Park.
- Guests and users of Festival Park will be surveyed to ensure management is aware of their experience, so service programs and staff training can be altered to create a better experience.

SUSTAINABILITY PRACTICES

OVG360 proudly leads the way in public assembly facility sustainability, and the responsible stewardship of our environment is a core value of OVG360. We recognize the increasing importance of operating venues that are environmentally friendly, and we are already the world leaders in this area for large public assembly venues. We are committed to operating the Festival Park in a manner that is highly sustainable and limits any harmful impacts on the environment while providing maximum benefits to the local community.



PROPOSALS

C. PROPOSALS

SCOPE OF SERVICES

OVG360 will provide the City an unmatched level of resources for the Festival Park including the expertise and knowledge of an Executive Management team with more than 100 years of combined public assembly facilities management experience. This team of seasoned experts has successfully led the management of hundreds of multi-purpose facilities and complexes in their tenure. They have helped grow revenue, increase events, minimize expenses, and create memorable experiences at the convention center venues for which they have provided direct oversight. OVG360 will leverage the expertise of our leadership team and other business divisions to deliver a strategic and comprehensive management solution to the Festival Park. This includes being able to call upon the resources of OVG's expert divisions, specifically our Business Development, Global Partnerships, Prevent Advisors, and GOAL lines of business.

OVG360 provides a full-service management solution for the Festival Park. We have the experience, resources, programs, and the talent to ensure that the Festival Park will operate efficiently. OVG360 will provide operational oversight and management of the Festival Park, under the direction of the City. The City will establish all policies and standards for the Festival Park including an Operations Manual, Scheduling Policy, Standard User Agreement, Booking Policy, and rules and regulations by which OVG360 will maintain and manage the Festival Park on behalf of the City.



While our departmental structures are fairly consistent across all of our venue types, we maintain flexibility in order to custom tailor each local structure in order to maximize our operating efficiencies in each market. Our standard departmental structure is as follows:

EXECUTIVE/ADMINISTRATION

Senior leadership of the organization who have direct oversight of all departments of the organization. They are also the primary local contacts with our clients and are responsible for making sure the Festival Park teams are all compliant with all facility and local policies and guidelines. Other departmental functions include:

- Departmental oversight
- Annual operating budget creation
- Monthly forecasting
- Management of third-party and union contracts
- Capital planning – current and future projects

EVENT BOOKING & SOLICITATION

Focus on working closely with the City, all national and regional concert and event promoters, and the business community to book new business not currently coming to Fayetteville and to maintain relationships with current clients. This will be accomplished not only through our aggressive pursuit of new events and relationships in the touring entertainment industry, but also by establishing strategic work groups with our partners to qualify the right business, set booking priorities, establish superior customer service, and provide exceptional guest experiences. Other initiatives include:

- Rely on existing relationships through Irving Azoff in the touring entertainment industry to leverage shows and events for Fayetteville
- Use our close relationship with Live Nation to increase bookings while keeping the venues available to ALL event promoters
- Leverage relationships across all OVG360 venues to the benefit of Fayetteville
- Analyze the current event portfolio in the market to determine event sales strategy for large national events that are currently not considering Fayetteville

SALES AND MARKETING

Our experienced marketing professionals provide insight into industry trends, best practices, and connect with other venue marketing. OVG360's marketing support team has a talented team of more than 40 marketing, sales, and public relations experts at the corporate level, as well as a network of 350+ professional venue marketers around the world, all working together with a "one marketing department" mentality. Other initiatives include:

- The Festival Park website and social media management
- Community engagement
- Partnerships

PARTNERSHIP SALES

Our team of sponsorship executives will lead the naming rights, sponsorship and premium seating sales strategy and execution for the Festival Park. We will develop a customized approach for the Festival Park, based on of experience connecting world class brands to the properties we represent across the globe. OVG Global Partnerships will deploy the industry's latest trends that we have developed opening Festival Parks and amateur sports facilities to maximize revenue for you. Our scope of services will include:

- Sponsorship and premium seating sales & servicing
- Sponsorship strategy development
- Advertising inventory design & management
- Premium seating pricing & service plan
- Asset valuation & rate card developments
- Digital signage consultation & sales
- Sales collateral design & national sales support
- Contract negotiation

FINANCE

Provides fiscal oversight over the Festival Park and monitors each department to assure proper compliance with local and corporate policies. Other departmental functions include: Internal spot audits/annual third-party audit
Creation of monthly financial statements

- Accounts Payable/Receivable/Payroll
- Fixed asset inventory control

- Event management & guest services
- Manages all event related activity at the Festival Park along with oversight of guest services personnel who work events. Serves as the primary contact with clients during the planning process and events. Provides event-related oversight for the Festival Park partners such as A/V.

HUMAN RESOURCES

Main contact for the Festival Park staff on anything related to employee benefits. Other departmental functions include:

- Departmental and all facility training programs
- Staff recognition and rewards events
- Benefit support
- HR investigations

OPERATIONS

The operations department has two main roles, which are the daily maintenance and upkeep of the Festival Park and serving as the provider of event-related services during events. The role this department plays in the overall success of the facility is critical both in the front-of-house and back-of-house. Other departmental functions include:

- ADA compliance
- Event-related changeovers
- Weekly preventative and correct maintenance needs
- Housekeeping and janitorial maintenance
- OSHA compliance and Sustainability goal monitoring

PARKING MANAGEMENT

Oversight of all parking and transportation related items at the venue. Similar to public safety, OVG360 recognized the importance of this department and immediately acted by creating an internal corporate parking department, which is run by one of the brightest minds in the industry. We see immediate opportunities at the Festival Park for increased efficiency and revenue in the parking department and we look forward to putting that into place if we are chosen to manage the venue.

PUBLIC SAFETY

Responsible for the safety of all who work at and/or participate in events at the facility. OVG360 has taken the importance of venue safety to another level by partnering with Prevent Advisors, whose resume includes working with organizations such as the NFL, NBA, and NHL on security protocols. Other departmental functions include:

- Employee and Subcontractor labor check-in and out
- Local and national law enforcement collaboration
- Event safety assessment
- 'Red Team' venue audits
- Emergency 'Table Top' planning

TECHNOLOGY

Similar to operations, the technology department plays a dual role at every one of our facilities as it is responsible for maintaining the network infrastructure that runs through every department at the Festival Park and also providing technology services to our clients during events. Other departmental functions include:

- Continual backup of all critical data
- Hardware and software updates
- Cyber security monitoring

BOX OFFICE/TICKETING

OVG360's ownership is made up of some of the most influential leaders the live event industry, all of whom have spent most of their career focusing on how to make the box and ticketing experience as efficient as possible. This ticketing focus extends beyond reserve seat shows in an arena, but also to consumer shows or anything that involves a ticket. OVG360 works with the industry's best, bringing the latest in ticketing to the Fayetteville community.

HOSPITALITY

- Menu innovation
- Catering services
- Merchandise management
- Facility design
- Marketing and branding
- Purchasing
- Consulting and pre-opening
- Data and analytics

PENDING LITIGATION

There is no litigation or governmental or regulatory action pending or threatened against OVG360 or any of its principals that would have a bearing on OVG360's ability to provide the services necessary to meet the requirements as set forth in this RFP.

ORGANIZATIONAL CHART

With the pre-existing staffing and event industry knowledge already in place amongst the Crown Complex team, OVG360 should be able to recognize considerable efficiencies in staffing for Festival Park. We are proposing two to three full-time staff focused in the areas of event management and venue maintenance/operations. This staff will be supplemented with part-time personnel which will be driven by the event schedule. As previously mentioned, Festival Park will further be supported by OVG360 corporate staff.

SUBCONTRACTED SERVICES

OVG360 regularly engages third-party contractors when it's cost effective to do so. The decision to subcontract services depends on factors unique to the market, including the availability of quality part-time labor, the competitive nature of the subcontracted services and the ability of contractors to provide specialized services. When subcontracting services, we always prefer to hire local vendors, thereby supporting the local business community.

When negotiating contracts for major services, we first prepare an RFP that clearly delineates a scope-of-services and the likely contract price. We evaluate the submitted proposals based on local conditions, as well as benchmarks we have for similar services in our other managed venues. We then negotiate with the bidders to ensure that the services provided are the best value for our client.

For certain services and supplies, we can negotiate discounts through a national pricing program not available to many venues on their own. These services often can be provided through local franchises or vendors to ensure our commitment to the local community.

REGIONAL STRUCTURE AND SUPPORT TEAM

OVG360's team brings to the City and Festival Park extensive corporate support and oversight from our company leaders from the top, led by CEO, Chris Granger, to the divisional presidents supported by their respective regional teams and corporate resources. Festival Park will be supported by the most experienced and respected names in the industry as demonstrated in the regional structure and support chart below.





D. **REFERENCES**

D. REFERENCES

As the fastest growing venue management company on the planet, we are here to be a positive disruption to business as usual in the live entertainment and hospitality industries. We offer a service-driven, socially responsible approach to venue management and are proud of the investment we make in the culture of our people. We have provided the following three contacts who serve as our professional references and can be contacted for a testimony of our exceptional service.



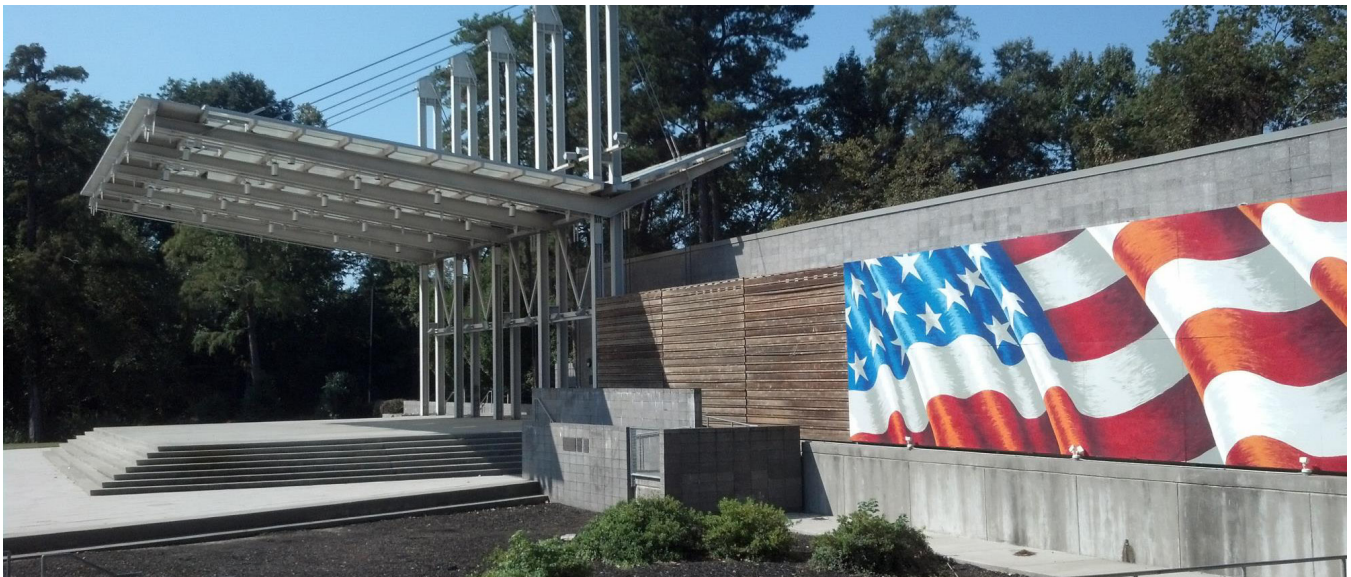
· CUMBERLAND COUNTY (NC)
· Brian Haney
· Assistant County Manager
· General Government & Stewardship
· Ph: (910) 678-7724
· bhaney@cumberlandcountync.gov



· MACON-BIBB COUNTY URBAN DEVELOPMENT
· AUTHORITY
· Alex Morrison
· Executive Director
· Urban Development Authority
· 700 Poplar Street
· Macon, GA 31201
· Ph: (478) 955-1595
· Amorrison@maconbibb.us



· CITY OF NAMPA, ID
· Debbie Kling
· Mayor, City of Nampa
· 411 3rd Street
· Nampa, ID 83651
· Ph: (208) 565-5288
· dkling@cityofnampa.us





E.

FINANCING PROPOSAL

E. FINANCING PROPOSAL

FINANCIAL AND ADMINISTRATIVE PROCESSES

OVG360 places a strong emphasis on establishing and maintaining proper financial and administrative processes. Our oversight staff has extensive experience in developing accounting and reporting systems specifically for the venue management industry and will work with the City to ensure all financial processes (such as banking, payroll, human resources, accounts receivable, accounts payable, reconciliations, and reporting) are smoothly transitioned.

Festival Park will operate under a complete set of financial controls that will be developed to fit the needs of the operation. These controls will include the following:

- All activity will be accounted for in accordance with GAAP, in separate set of books, maintained on comprehensive accounting software
- An annual budget will be established and monitored with monthly variance reporting
- Results will be reported to the City on a monthly and regular basis; monthly reports include financial statements and detailed event information
- Strict controls and procedures will be implemented for handling on-site cash, ticketing, and other operating needs

- Proper segregation of duties and oversight approval procedures will be implemented and monitored by corporate staff
- A compliance program will be in place to ensure all financial and contractual obligations are met

Separate bank accounts for events and operations will be established in the City's name. OVG would operate as an authorized agent on behalf of the City. OVG360's proposed model shows the City maintaining responsibility for all revenues and expenses by a mutually agreed upon funding model that includes regular deposits into the operating account. All expenditures related directly to operating the facility will be paid from them. This will include amounts due to OVG360 for the management fee and any direct reimbursables, such as travel or as described herein.

At the close of every year, a certified annual audit will be performed by an independent certified public accounting firm and a certified audit report will be issued. The auditor will be selected through a formal RFP process, and the auditor will be selected based on certain qualitative criteria. The selected auditor will be reviewed by the City before the Auditor is engaged. Upon completion of the audit, a certified audit report will be provided to the City, normally within 120 days.



COMPENSATION PROPOSAL

TERM

OVG360 proposed an initial contract term of 10-Years subject to negotiation. The renewal options shall be mutually agreed upon by both parties.

BASE MANAGEMENT FEE

- One Hundred Thousand Dollars (\$100,000)
- Subject to annual CPI increases

INCENTIVE FEE

Mutually agreed upon percentage of improvement over a net operating income/loss benchmark or revenue benchmark.

SPONSORSHIP SALES

OVG Global Partnerships will receive a commission for any new sales directly attributed to OVG Global Partnerships:

- Twenty Percent (20%) commission on Zero to Three Hundred Fifty Thousand Dollars (\$0 to \$350,000) in gross sales
- Twenty-Five Percent (25%) commission on all sales once Three Hundred Fifty Thousand Dollars (\$350,000) in gross sales is exceeded (i.e. retroactive to dollar zero).

FOOD AND BEVERAGE SALES

OVG Hospitality will receive Ten Percent (10%) commission on all gross food and beverage sales.

CAPITAL INVESTMENT

OVG360 is excited to propose an investment of One Hundred Thousand Dollars (\$100,000) towards revenue generating concepts into the Festival Park Amphitheater operation in which will be amortized in a straight-line basis, over the course of the full term of the Agreement. If OVG360 is terminated for whatever reason, the City will be responsible for paying back the unamortized portion of the investment.

WILLINGNESS TO NEGOTIATE

OVG360 is willing to negotiate any fair and reasonable alternative(s) to our “Management Fee” Proposal.

PRO FORMA

OVG360's summary pro forma and business plan assumptions are provided on the following pages.

Festival Park Amphitheatre
PRO FORMA OPERATING STATEMENT



	Year 1	Year 2	Year 3	Year 4	Year 5
Number of Events	68	71	78	85	93
Direct Event Income (Net Rent)	\$ 68,400	\$ 71,478	\$ 74,695	\$ 78,056	\$ 81,568
Ancillary Revenue					
Concessions, Catering and Novelties	407,489	427,864	474,929	498,675	523,609
Ticket Convenience Fees	193,897	203,592	221,915	233,011	244,662
Facility Surcharge	296,838	311,680	327,264	343,627	360,808
Suite Ticket Sales	-	-	-	-	-
Total Ancillary Revenue	898,224	943,136	1,024,108	1,075,313	1,129,079
Total Event Revenue	966,624	1,014,614	1,098,802	1,153,369	1,210,647
Sponsorships & Premium Seating					
VIP Seats	73,125	87,750	90,383	93,094	95,887
Suites	65,000	78,000	89,700	92,391	95,163
Advertising & Naming Rights Revenue	135,000	141,750	163,013	167,903	172,940
Total Sponsorships & Premium Seating	273,125	307,500	343,095	353,388	363,989
TOTAL OPERATING REVENUE	\$ 1,239,749	\$ 1,322,114	\$ 1,441,897	\$ 1,506,757	\$ 1,574,637
Indirect Operating Expenses					
Salaries and Benefits	\$ 286,520	\$ 303,711	\$ 312,823	\$ 322,207	\$ 331,873
Materials, Supplies, and Services	584,968	602,517	620,593	639,210	658,387
Total Indirect Operating Expenses	871,488	906,228	933,415	961,418	990,260
Net Operating Income	\$ 368,261	\$ 415,885	\$ 508,482	\$ 545,339	\$ 584,377

This Pro Forma is a good faith estimate of the projected performance of the Festival Park Amp and is based upon the information available to OVG360 as of the date of issuance. Actual results may vary from this projection due to, among other factors, changes in the marketplace and assumptions that do not materialize.

OVG360 - Proprietary and Confidential - © 2024

BUSINESS PLAN ASSUMPTION

GENERAL

1. This Business Plan was developed utilizing OVG360's knowledge of the market and operations at comparable facilities.
2. This Business Plan assumes revenues and expenses for full and stabilized operating years. The Plan does not include capital investments, one time start up expenses and/or pre-opening expenses.
3. This Business Plan is a good faith estimate and is based on the information available to OVG360 at the time this estimate was developed.
4. This Business Plan does not include Property/Real Estate Tax, Depreciation, Debt Service, Amortization expense or any other non-operating expenses. The Plan does not include a projection for hotel/motel tax, sales tax or any other funding or cash flow mechanism. It only accounts for operating revenues and operating expenses.
5. This Business Plan assumes that there will be future capital funds available for investment into enhancing Festival Park's infrastructure in order to maximize the ability to book events, drive revenue and provide an exceptional customer experience. These capital projects could include enhancements and improvements to: 1) food and beverage prep, storage and service areas 2) premium seating infrastructure such as club, suite, lounge or other premium areas 3) digital signage and other assets to maximize sponsorship/advertising revenue 4) stage configuration, load in/out and general production areas 5) artist amenities such as green room/dressing room 6) create a more secure perimeter to maintain integrity of ticketed and private events
6. This Plan assumes OVG360 will manage the venue, F&B operations and partnership, advertising/sponsorship and premium seating sales.
7. OVG360 will use accrual basis for accounting, and will operate as agent on behalf of the City of Fayetteville. The City will provide funding mechanism for operating account and will 'own' the bottom line.

EVENTS

1. Event-related revenue assumptions are based upon OVG360's expertise with similar facilities and knowledge of the marketplace.
2. OVG360 will take 'risk' on events and share revenue streams with promoters and event organizers where prudent, in order to maximize overall event content and financial results to the City.
3. This Business plan assumes there will be a \$4 facility fee on each ticket
4. The Business plan assumes that Ticketmaster will be the exclusive provider of ticketing services.

REVENUE

1. All assumptions regarding the types and amount of net revenues are based upon OVG360's expertise with similar facilities and knowledge of the marketplace.
2. This Business Plan assumes a 20%/25% sponsorship commission on a sliding scale and a 5% F&B fee are reduced out of the gross revenues shown in the projection.
3. The event revenues shown are assumed to be net of taxes, fees, revenue sharing and any other direct expense

ADVERTISING, PREMIUM SEATING, AND SPONSORSHIP

1. Net revenues from Partnerships Sales are reflected in the Business Plan. It is assumed that OVG Global Partnerships will sell all advertising sales assets, premium seating assets and sponsorship opportunities at the Amphitheatre.
2. The Business Plan assumes that Naming Rights and other sub naming rights categories will be available to be sold for the Amphitheater.
3. All premium seating, naming and other advertising revenues are based on assumption of multi-year contracts and that approval for these deals will not be unreasonably withheld.

OPERATING EXPENSES

1. Full-Time Personnel Expenses: Full-time staffing is based upon OVG360's experience in similar facilities and includes all full-time staff necessary to operate the Amphitheatre. The staffing model includes a cost sharing approach with some key staff at the Crown Complex operation. This strategy has proven to be successful in many similar situations and would require discussion, review and approval by City, County, and OVG.
2. Indirect Operating Expenses: These operating expenses are based upon OVG360's experience managing comparable facilities and our knowledge of the marketplace.
3. Operating Expenses do not include any management or incentive fee.
4. Operating Expenses do not include capital repairs and maintenance which is defined as an expense in excess of \$5,000 and depreciable life of more than 5 years.
5. Utilities: This Business Plan includes an assumption for utility expense that is based on our experience in similar facilities.

This Business Plan is a good faith estimate of the projected performance of the Festival Park Amphitheatre and is based upon the information available to OVG360 as of the date of issuance. Actual results may vary from this projection due to, among other factors, changes in the marketplace and assumptions that do not materialize.

OVG360, L.P. d/b/a OVG360 - Proprietary and Confidential - ©2024



F.

DIVERSITY PLAN

F. DIVERSITY PLAN

OUR VISION

BUILDING A DIVERSE AND INCLUSIVE COMMUNITY

OVG believes in the power of a diverse community and the valuable impact that differentiated experiences have on the business, regardless of race, gender identity, sexual orientation, religion, nationality, socioeconomic status, and mental or physical ability. We believe that actionable, long-lasting change is driven by intentional practices, which is why our focus is on building a diverse workforce, cultivating an inclusive workplace, and enhancing our marketplace so that it delivers meaningful culturally relevant products and services.

Our diversity, equity, and inclusion programs and initiatives are focused around three pillars:

1. **Workforce**
2. **Workplace**
3. **Marketplace**

WORKFORCE

OVG360 places a great emphasis on the diversity of our workplaces. For OVG, this practice starts at our corporate office, with our Talent Acquisition department, which implements policies and procedures, networks with appropriate organizations, and provides our on-site teams with necessary resources and contacts.

We are committed to implementing programs that address systemic inequities and provide the support and tools necessary to create an equitable environment for all. We do so by providing ongoing support for the community through recruiting, training, and placement assistance as well as career enhancement and development opportunities to the underrepresented and disadvantaged populations. Such efforts will ultimately strengthen the communities in which we operate.

We actively seek out and engage local recruitment organizations and outreach associations whose goals align with ours in extending employment opportunities to the underserved and disadvantaged members of the communities in which we operate. To facilitate achievement of diversity hiring goals, OVG implements job notification and referral procedures, including:

- Online posting of job announcements on our hiring website to invite local residents to apply for positions
- Distribution of notifications of employment opportunities to community organizations
- Participation in local job fairs to recruit residents for open and upcoming positions (or hosting a job fair if demand is sufficient)
- Activating social media channels for on-line networking and “grassroots” communication to connect with people where they are

BUILDING A DIVERSE PIPELINE

OVG is proud of our HBCU initiative, the goal of which is to increase the number of diverse applicants through all facets of OVG. We partner with Historically Black Colleges and Universities in our respective regions to expose students to our industry and provide them with experiential opportunities.

WORKPLACE

OVG ensures that opportunities to conduct business with our managed properties are available to small and disadvantaged businesses in our communities (Disadvantaged Business Enterprises or “DBEs”). We conduct in-depth research to determine the availability of local resources that help us connect to small businesses, including those owned and operated by women, minorities, the disabled, and veterans.

OVG'S LIMITLESS DE&I CONVERSATIONS

OVG continues to build upon conversations about diversity, equity, and inclusion taking place throughout our community and as well as nationally by offering culturally-relevant, participatory, action-oriented sessions, and content. From our ERG-led programs, to our community conversation series, to ERG-led book clubs, to our must-read DE&I newsletters that celebrate every cultural heritage month, our ERGs continually provide compelling content for our team members.

EMPLOYEE RESOURCE GROUPS ("ERGS")

Governed by our Diversity, Equity & Inclusion Council, we have resource groups available to our employees. An employee resource group, or ERG, is a voluntary, employee-led group that consists of individuals in the company joining together based on common interests, backgrounds, or demographic factors. It is a forum to meet like-minded people, raise awareness on key issues, and share our culture and values. ERGs create communities in the workplace based on shared characteristics or life experiences. They focus on building community, providing support, and contributing to personal and professional development. These groups often work together to move us forward as an organization to constantly strive to be better.



Our newest ERG focuses on the unique needs of Black employees in the workforce including, employees, interns, vendors, and the communities we serve.



An inclusive community that seeks to increase LGBTQ+ cultural awareness through mentorship, inclusion dialogues, and allyship education.



An organization dedicated to providing the company's Hispanic and Latin employee community and allies with strategic partnerships, mentorship, and cross collaborations.



Our oldest and most established ERG, OWN is dedicated to the development, advancement, and support of women at OVG. They provide forums and networking opportunities, share best practices and much more!

ESG-Driven Practices

We actively encourage and equip our leadership and employees at our operated venues to institute *Environmental, Social, Governance (ESG)* driven practices.

ENVIRONMENTAL	SOCIAL	GOVERNANCE
<p><i>Environmental practices include reducing resource consumption and the amount of waste going to landfills.</i></p> <ul style="list-style-type: none"> • Energy & Carbon emissions reduction • Water & Waste • Air Quality 	<p><i>Social practices include health and wellbeing-focused solutions, such as indoor air quality measures and programming for local social impact.</i></p> <ul style="list-style-type: none"> • Local Procurement • Diversity Equity & Inclusion • Health & Wellbeing 	<p><i>Governance practices include employee training, diversity and inclusion, and proactive, resilient management solutions</i></p> <ul style="list-style-type: none"> • Sustainability-driven Networks • In-venue Branding Campaign

MARKETPLACE

OVG ensures that opportunities to conduct business with our managed properties are available to small businesses and Disadvantaged Business Enterprises (DBEs) in our communities, including those owned and operated by women, minorities, the disabled, and veterans.

1. **LOCAL ECONOMIC INCLUSION**

POLICY: We are committed to enhancing economic opportunities for minority-owned, women-owned, and other disadvantaged business enterprises throughout the operations of our venues. We establish and implement economic inclusion plans in each market we operate by adopting policies of enhanced economic opportunity with respect to our own contracting and purchasing, and we seek to influence our contractors, subcontractors, and vendors to abide by the spirit and intent of the policy.

2. **GOAL-SETTING PROCESS:** The old adage, “what gets measured gets done,” certainly applies to supplier diversity and utilization. The centerpiece of our business contracting initiatives are the goal-setting process. Our approach is to develop an annual procurement forecast by commodities/services, and to develop specific goals for all procurement categories that align with our clients’ goals.

3. **GOALS = PERFORMANCE**

EVALUATIONS: The companion to goal-setting is accountability. We incorporate the commodity/service-specific goals into the performance evaluations of our buyers, commodity managers, and key decision-makers.

4. **BUYER AND KEY MANAGER TRAINING:**

It is essential that all buyers and senior managers be trained on the importance of utilization and maximizing participation strategies. We conduct briefings for all senior leaders to share the goals and objectives of our contracting initiatives and relevant KPIs to ensure success. We also conduct more in-depth training sessions for facilities’ employees with purchasing responsibilities to ensure they understand the program, how to use the

tools that support the program, and their role in making the program successful.

5. **COMPREHENSIVE OUTREACH**

PROGRAM: OVG’s strategic research and development approach to understanding small and emerging businesses results in the creation of a successful outreach program that speaks to the unique needs of our DBEs. Our outreach program centers on the following target groups, each of which has a vested interest in the community:

- **INFLUENCERS:** OVG identifies community members who positively influence local small businesses, and the community at large, through their support and advocacy of such businesses. We develop a database of influencers who range from well-known elected officials to lesser-known, powerful de facto community leaders and our outreach efforts include on-going communications including e-news updates, notifications of venue employment and business opportunities. When needed, we have direct, honest discussions with the influencers to maximize our outreach efforts. Influencers may include active community organization members such as:
 - Neighborhood Associations and Councils
 - Business Leaders Associations
 - Community Banks and Credit Unions
 - Small Business Development Center
 - City Council Members
 - Congressional Members
 - Additional Business Associations
- **STAKEHOLDERS:** OVG360 engages stakeholders early and often. Stakeholders are identified as community organizations providing business development services and education. Stakeholders are invited to share their programs and services with OVG, and to bi-annually advise OVG360 on our services.
- **BENEFICIARIES:** OVG360 appreciates that emerging DBEs may not recognize or understand business partnerships,

subcontracting, or vendor service opportunities, so our outreach program goes beyond simply posting bids for DBEs we match them with contracting opportunities. Our focus is on:

- **Education:** Provide notice to qualified DBEs of available procurement opportunities. The notification process includes informing targeted DBEs of scheduled pre-bid meetings, scopes of work, bid specifications and plan details, bid due date, and other relevant information
- **Engagement:** Follow-up with DBEs after initial contact to encourage actual participation in the bidding process
- **Empowerment:** Inform DBEs about the actual bidding process, and resources that are available to them to facilitate their participation, such as bonding, technical, and financial assistance

COMMITMENT TO FAYETTEVILLE M/WBES

OVG360 is extremely excited for the opportunity to work with the City on the management of Festival Park. Our goal is to operate the venue professionally, efficiently, sustainably, and in the most revenue-generating manner by utilizing Minority Business Enterprises (“MBE”), and Women’s Business Enterprises (“WBE”) to successfully deliver on our promise. We make similar commitments in all of our managed accounts and are proud of our success in driving business to local certified M/WBE firms.

With the success of obtaining an M/WBE utilization of 67% at the OVG360-managed Crown Complex, we are committed to working towards meeting and exceeding the City's goal of 40% M/WBE participation.

As our partner, you will have access to OVG360's industry-leading experts in sustainability, DE&I, and societal good. Our experts in sustainability, DE&I, and human rights have supported hundreds of venues across the nation to foster a more inclusive and compassionate world while supporting each venue's unique mission and values. These experts include Kristen Fulmer, Dr. Debonair Oates-Primus, and Nicole Orlosky, our respective lead experts in each of these fields.



DEBONAIR OATES-PRIMUS
VP, Diversity, Equity & Inclusion



NICOLE ORLOSKY
VP, Human Resources



KRISTEN FULMER
Sr. Dir., Sustainability



APPENDIX A

APPENDICES

APPENDIX A: CORPORATE SUPPORT

OVG360's corporate personnel is comprised of experienced industry veterans who have worked in every facet of the sports, hospitality, and entertainment industry. Our team of professionals is eager and prepared to share their expertise with the City and its Festival Park. The corporate resumes of our key staff members who will have significant roles in delivering the scope-of-services outlined by the City are as follows:



CHRIS GRANGER
CEO, OVG360

With more than 25 years of experience, Chris oversees OVG360 and its various service divisions.

Prior to joining OVG, Granger was group president of sports and entertainment with Ilitch Holdings, a position he held since 2017. While there, he was responsible for all aspects of business operations for the Detroit Tigers, the Detroit Red Wings, the company's joint venture interest in 313 Presents, and the operations of Little Caesars Arena, Comerica Park, Detroit's historic Fox Theater, DTE Energy Music Theater, Meadow Brook Amphitheater, and Michigan Lottery Amphitheater at Freedom Hill. In Granger's four years leading the organization, the Ilitch sports and entertainment businesses saw a period of unprecedented growth, a broad expansion of programming, and significant community investment.

Granger previously served as president of the Sacramento Kings and Sacramento Basketball Holdings, LLC. During his tenure, the Kings enjoyed unprecedented revenue growth and were widely recognized as a highly innovative and community-minded franchise. Granger's influence also extended to the development of Sacramento's award-winning, LEED Platinum Golden 1 Center, and its 1.5 million-square-foot downtown mixed-use development project, Downtown Commons. The Golden 1 Center was the first arena in the country to be recognized as LEED Platinum, reflecting its groundbreaking commitment to sustainability. Before joining the Kings, Granger worked in various capacities for the NBA for 14 years. While there, he served as the executive vice president of the NBA's renowned team marketing and business operations function, where he advised NBA, WNBA, and NBA Development League teams on all aspects of business operations.

Granger and his family are active in a wide range of charitable organizations in the Detroit community, including Make-a-Wish Michigan, Salvation Army, the Henry Ford Museum, and City Year Detroit, where Granger proudly serves on the board.

He received his bachelor's degree from Cornell University and his Master of Business Administration from Yale. He was named Sacramento Business Person of the Year in 2017 and was a 2010 *Sports Business Journal* Forty Under 40 award winner.



PETER LUUKKO
CHAIRMAN, OVG360
CO-CHAIRMAN, OVG
ARENA ALLIANCE

Peter Luukko is instrumental in overseeing growth for the company by acquiring new facilities, managing relationships with promoters, artists, and managers, and consulting with developers, city officials and team owners. Additionally, he is Executive Chairman of the Florida Panthers Hockey Club and Sunrise Sports and Entertainment. Under Peter's leadership, the franchise experienced several accomplishments including hosting the 2015 National Hockey League Draft and a significant increase in ticket and corporate partnership revenue. Luukko's management also resulted in an increase in bookings of a variety of prominent shows at the team's home venue, the BB&T Center.

Peter previously served as President and Chief Operating Officer of Comcast Spectacor for more than 25 years, overseeing the Philadelphia Flyers of the NHL while serving as a member of the National Hockey League Board of Governors. He oversaw Comcast Spectacor's facility-management business, Global Spectrum (later rebranded Spectra and acquired by OVG). He was also responsible for the expansion of Comcast Spectacor's broad range of businesses, including its food and beverage, ticketing, and sponsorship sales divisions.

Under Peter's leadership, Comcast Spectacor helped Philadelphia garner national attention and awareness by attracting several high-profile events to the city of Philadelphia, including the 2000 Republican National Convention, the 2000 NCAA Women's Final Four, the 2001 NCAA Men's East Regionals, the 2001 and 2002 X-Games, the 2002 NBA All-Star Weekend, the 2008 U.S. Olympic Team Trials for Gymnastics, the 2011 NCAA Wrestling Championships, the 2014 NCAA Frozen Four, and several other sports and entertainment events.

As President of the Flyers, he played an instrumental role in his club participating in two Winter Classics (2010 and 2012), while also hosting the 2014 NHL Draft. A recognized leader in the facility management industry, Peter was the 2000 recipient of the City of Hope's Tri-State Labor Award. He also received the 2002 prestigious Harold J. Vander Zwaag Distinguished Alumnus Award from the Sports Management Program of the University of Massachusetts for his accomplishments in the field of sports management. He received the 2013 Police Athletic League PAL Award for his contributions to the Philadelphia community.

In 2013, Peter and Comcast Spectacor Chairman, Ed Snider, ranked 43rd on *Sports Business Journal's* prestigious list of the Top 50 Most Influential Leaders in Sports Business. They were also two-time winners of *VenuesNow's* Hall of Headlines. He also was named one of *Billboard Magazine's* Power 100 (2012 and 2013).

Peter serves as an active member of the Board of Directors of Pointstreak Sports Technologies Inc., a Toronto company that develops sports-related software, including 50/50 raffle technology, increasingly used at sports facilities across North America. He also serves as Chairman of the Board of Directors of Philly Sports Holdings, an Exton, PA based holding company that operates Sports Vault and Strategic Sports Marketing. Peter is a hockey player, hockey coach, and hockey parent. He is a graduate of the University of Massachusetts. Peter and his wife, Casey, have three children Nick, Dana, and Max.



KEN GABER
PRESIDENT,
OVG HOSPITALITY

Ken Gaber brings more than two decades of experience to OVG Hospitality, including management of food services at two of OVG's newest owned and operated venues. In his role as President, Ken sets and oversees the culinary, technology, and operational strategy for OVG Hospitality.

Prior to joining OVG, Ken served as VP of Operational Excellence/Strategic Operations with Delaware North. While there, he was responsible for business growth strategies, location openings, menu planning, technology deployments, and operational strategies for current and new accounts. Ken previously served as general manager at American Family Field, home of the MLB Milwaukee Brewers, where he was instrumental in the team's 2017 multimillion-dollar upgrade to the concessions program. He collaborated with the Brewers to bring the award-winning culinary concession vision to life, which included 11 new concession stands and two new field-level bars.

Ken began his career with Levy as General Manager of Suites at Philips Arena in Atlanta, and later served as Director of Operations at Ripken Stadium in Aberdeen, MD and Director of Premium Services at the Boston Convention Center in Massachusetts. He has also served as Director of Operations at Charlotte Motor Speedway in Concord, N.C. – managing Levy's food service operation that included 150 suites and concessions for as many as 165,000 fans – and as Director of Operations at the FedEx Forum, home to the Memphis Grizzlies.



GREG O'DELL
PRESIDENT, VENUE
MANAGEMENT

Greg recently joined OVG in the role of President, Venue Management. Greg is a renowned leader, who has immeasurably impacted the economic and social health of the communities (and venues) he has served for decades.

Greg joins OVG from Events DC, the official convention and sports authority for the District of Columbia, where he was CEO from October 2009 through 2022. His 25 years of leadership includes extensive experience in the development and management of a diverse portfolio of venues – from the 2.3 million-square-foot Washington Convention Center to the Washington Nationals' 41,000-seat, major league baseball stadium

Greg has also served as CEO and GM of the Washington Convention Center Authority, where he was responsible for the operations of the 2.3-million-square-foot convention center, an award-winning facility that sees approximately 1 million visitors each year and has generated almost \$5 billion in direct delegate spending since opening in 2003. He was also responsible for the Authority's development efforts, having led negotiations with the selected private developer and provided oversight throughout the project lifecycle of a \$520 million public-private partnership for the 1,175-room, 37-suite Marriott Marquis Washington, DC hotel.

Before joining the Washington Convention Center Authority, Greg was the president and chief executive officer of the D.C. Sports and Entertainment Commission, where he led the project team that completed the \$611 million, 41,546-seat and Silver LEED-certified Nationals Park. During his tenure at the Commission, Greg was also responsible for the operations and maintenance of the RFK stadium and campus, inclusive of hosting various events including Major League Baseball and Major League Soccer play, marketing and sales activities, and the contract and services management related to the hosting of events at RFK. Before heading up the Commission, he was the chief development officer for the Government of the District of Columbia, where he was responsible for stimulating and promoting economic development within the District.



PETER ZINGONI
SVP, BUSINESS
DEVELOPMENT, OVG360

Peter Zingoni is Senior Vice President of Development for OVG360. Peter leads the development team by focusing on identifying new opportunities and account acquisitions for the company. Prior to joining Oak View Group, Zingoni spent eight years leading business development for Spectra (since acquired by OVG) in venue management, food service and hospitality, and sponsorships.

Zingoni, a former draft pick of the Columbus Blue Jackets (2000 NHL Entry Draft), played eight seasons of professional hockey for AHL affiliates of the Blue Jackets, the Tampa Bay Lightning, the Minnesota Wild, and the Philadelphia Flyers. He was awarded the AHL's "Man of the Year" for contributions to the community of Norfolk, VA while playing with the Admirals in 2008-09. He also spent two years as Vice President of the Jacobs Realty Group, a real estate development company in Wayne, PA.



TRENT MERRITT
REGIONAL VICE
PRESIDENT

With over a 15 years' experience, Trent oversees the daily operations of numerous OVG360 properties. Previously, he held various positions including Event Manager at the Wells Fargo Center in Philadelphia; the Assistant General Manager of Budweiser Gardens, in London, Ontario; General Manager of the WFCU Centre, in Windsor, Ontario; and General Manager at the University of South Florida Sun Dome. This experience has given Trent the knowledge to effectively lead his teams and ensure their success. Under Trent's leadership, the USF Sun Dome ranked 4th among all university venues in the nation with a capacity of 10,001-15,000 according to VenuesNow Magazine – based upon total gross ticket sales and attendance. Trent received a bachelor's degree in sport and recreation management, with a minor in business, from Temple University in Philadelphia, PA. Additionally, Trent is a member of Florida Facilities Managers Association (FFMA), IAVM, and Pollstar. In addition to membership in FFMA, Trent is a Board of Directors member, and he serves on the Chair Operations Seminar Committee.



SETH BENALT
GM, CROWN COMPLEX

Seth Benalt is General Manager of the Crown Complex and comes to Fayetteville with over 25 years' experience in the venue management, event, and hospitality industry. Seth is a passionate and resourceful professional focused on logistical planning and facility operations; customer focused with a commitment to team and individual development. In 2012, Seth joined OVG360 as a part of the management team that re-opened the USF Sun Dome after a 12-month, \$42 Million renovation.

From 2014-2016, Seth served as General Manager of the Kovalchick Convention and Athletic Complex on the campus of Indiana University of Pennsylvania. He then moved to Fayetteville in January of 2016 to join the venue management team in the capacity of Assistant General Manager of the Crown Complex.



LIAM WESELOH
VP, PARTNERSHIPS

Liam Weseloh applies his 20+ years of experience in the sponsorship industry to help manage and grow OVG Global Partnerships across the United States and Canada. While at with the company, he has represented a diverse range of clients including the PPaL Center and Lehigh Valley Phantoms in Allentown, PA; the State Fair of Virginia in Doswell, VA; Indigenous Sport & Wellness Ontario (ISWO) in Mississauga, Canada; 2017 North American Indigenous Games in Toronto, Canada; Atlantic City Convention Center and Boardwalk Hall in Atlantic City, NJ; Rice University in Houston, TX and many others.

From 2012 to 2016, Weseloh led the sales and growth efforts for the company's Analytics and Valuation division (formerly known as Front Row Analytics), working with both venues and brands to help identify and quantify partnership opportunities and media valuations. Liam has also played a critical role in securing naming rights partnerships for several clients such as FirstOntario Center in Hamilton, ON and CURE Insurance Arena in Trenton, NJ.

Liam attended both Southern Illinois University and Georgia Southern University and holds a bachelor's degree in Exercise Science and a master's degree in Sports Management.



DAVID PFENDT
DIRECTOR OF ANALYTICS

As Director of Analytics for OVG360, Dave Pfendt oversees the development of operational reporting and advanced analytics. He is also supporting the implementation of an enterprise environment that enables self-service data access.

Dave joined OVG from Comcast, bringing more than 15 years of experience to his role. For five years with Comcast, he served as Senior Manager, Business Process, in which he developed processes that drove significant savings and productivity improvements. Prior to joining Comcast, he worked in software development, business analyst, and project management roles for Vanguard.

Dave received a Bachelor of Science in Computer Science from the University of Pittsburgh and a Master of Business Administration from UNC Chapel Hill.



CHRIS NELSON
SR. VICE PRESIDENT
HOSPITALITY EAST
DIVISION

Chris is a top-performing hospitality executive with deep industry experience leading multiple lines of business—education, sports and convention centers—with sustained and measurable success. Prior to joining the OVG Hospitality team, Chris served as Executive Vice President of AVI Foodsystems for their Education and Leisure & Entertainment divisions, which drove over \$200 million in revenue.

Within the Leisure & Entertainment Division, Chris oversaw athletic and convention center contracts. His background also includes various leadership positions with Compass Group North America's Chartwells Educational Dining Service and with Sodexo-run venues, such as Southeast Missouri State University and University of Illinois at Chicago. Chris oversees OVG Hospitality's operations in the East to optimize results, pursue operational excellence, drive best-in-class guest services, and build long-term relationships with clients and employees.



**CHARLES
LAWRENCE**
REGIONAL VICE
PRESIDENT

Charles Lawrence works with our team to ensure the highest levels of service, guest satisfaction, and profitability for our clients and OVG.

Charles has served in an operational capacity at some of the world's most prestigious venues, such as Walt Disney World's Epcot Center and Wide World of Sports, the Georgia World Congress Center, the Georgia Dome, and the Cobb Galleria Center as well as serving in a supportive role for many of North America's notable sports venues, convention centers, and gaming facilities.

A native Ohioan, Charles moved to Providence where he earned his associate's degree in culinary arts and bachelor's degree in food service management from Johnson & Wales University. He also received his MBA with a concentration in marketing from Saint Leo University in Saint Leo, FL.



MARISSA DIONNE
VP, MARKETING

Marissa Dionne is a 20 + year veteran in the entertainment and venue management industry specializing in Marketing and Public Relations. As VP of Marketing for OVG360 & Arena Alliance, Dionne supports and coaches the onsite staff at all their venues. She focuses on cultivating marketing ideas, best practices and working with her team to ensure they have the resources and tools to succeed. Additionally, Dionne leads all branding and marketing efforts for OVG360. Prior to joining OVG, Dionne spent eight years working at a hybrid venue overseeing the marketing efforts for an arena and convention center. Additionally, Marissa was the Regional Director of Marketing, supporting marketing and sales professionals in arenas and convention centers throughout the U.S. and Canada.

Throughout her career, she has worked alongside arena event promoters, including Live Nation, AEG Live, Feld Entertainment, Harlem Globetrotters, and WWE, among many others, while promoting and ensuring successful events at arenas throughout the country. Dionne started her career with Madison Square Garden, CT.



D'JUANA THOMAS
VP, RISK MANAGEMENT

With more than 30 years experience in risk management, compliance, and insurance, D'Juana is responsible for managing and monitoring OVG's operational risk framework across our various lines of business – including venue management, hospitality, sales, security services, conferences, and publications.

D'Juana oversees our global risk management strategy, insurance placements, broker relationships, and other corporate risk management needs. And importantly, she develops a culture of safety across the company.

Prior to joining OVG, D'Juana was with MissionSquare Retirement in Washington, D.C., where for the last decade she expertly oversaw risk policy, management and operations, risk administration and reporting, and enterprise risk management design. She has deep experience executing large-scale enterprise risk management framework development, leading complex negotiations, and implementing complicated, 360-degree risk systems.



MICHAEL AHEARN
SVP, OPERATIONS

Michael Ahearn uses his vast domestic and international venue management experience to elevate OVG's facility operations throughout North America. In his position, he oversees Facility Operations Departments at all OVG-managed facilities. He also heads up OVG's Facility Consulting Division, which offers stand-alone venue planning, operations, and procurement services.

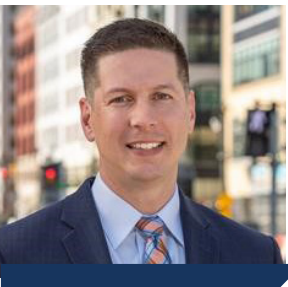
Michael has held key positions at venues around the world, including Event Manager for the Sheffield Arena in England; Box Office Manager at the Spectrum in Philadelphia, PA; and Sport Complex Director at the Jacksonville Sport & Entertainment Complex in Jacksonville, FL. Michael holds a bachelor's degree from Widener University in Chester, PA.



DAN RUBINO
VP, PROJECTS

Dan Rubino brings to OVG360 in-depth experience and knowledge of cutting-edge Furniture, Fixtures and Equipment (FF&E) purchasing, operation standardization, and new construction consulting. With more than 20 years of industry experience, Rubino has served as the Director of Facility Development for Centerplate, the Director of Operations for the Arena at Harbor Yard in Connecticut, and the Director of Operations at the Bon Secours Wellness Arena in South Carolina.

Dan's thoughtful leadership has resulted in two books: *Sports and Entertainment Arena Design, from an Operator's Perspective* and *Handbook of Alternative Materials in Residential Construction*. He obtained his associate's degree from Hartford State Technical College and earned a certificate from Porter and Chester Institute. Dan is currently a member of the International Association of Venue Managers.



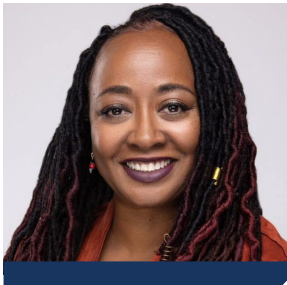
JOE LEUNG,
VP, PARKING AND
MOBILITY

Joe joined OVG after spending two decades with some of the most well-known parking companies, experience which spans ballparks, arenas, theaters, and a variety of other live events facilities. He was senior director of customer success at FLASH, vice president of parking at Olympia Development of Michigan, and regional manager at SP+, where he oversaw parking and mobility.

Joe guides our venue teams on how best to pre-sell through various channels – ticket purchase flow, social media, pre-event emails, in-arena and in-stadium TV displays. Throughout his career, Joe has focused on how parking impacts a community, especially when a new venue is being built in or around an existing neighborhood. He has worked with community leaders and neighbors to understand and minimize the impact, such as with increased traffic.

The first of its kind in our industry, OVG's Parking & Mobility division helps our venues reduce environmental impact and support the surrounding community – all through the dynamic lens of parking and mobility. With sustainability as one of OVG360's guiding principles, Joe focuses on reducing the environmental impact of the hundreds of venues the company owns and/or manages. Through deliberate parking operations and traffic management, guests will spend less time idling and circling, which will cut carbon emissions and vehicle miles traveled.

To optimize parking and mobility, OVG360 leverages technology, reviews staffing, generates purposeful marketing campaigns, enables selling through all venue channels, and addresses a wide range of mobility solutions, for example: electric car charging stations, scooters, ride share drop-off/pick-up stations, public transit access, shuttles, and more.



ANN JACKSON
CHIEF PEOPLE OFFICER

Ann has spent the last 20+ years of her career in Human Resources with the goal of making people's lives better. She brings value to OVG by ensuring that employees are developed and grow, are paid a fair salary for their work, and know that the company cares about their health and welfare, not only for themselves, but also for their extended families. Ann takes pride in working with her organization and its leaders because she knows we all lead with integrity, honesty, and a strong moral compass.

Prior to OVG, Ann worked as the Vice President of Human Resources for the Madison Square Garden Company, Spectrum and Charter Communications. Ann is a business professional whose career as an HR leader avoids "HR Speak" and interacts with employees as the colleagues they are. Ann holds an MBA from Southern Connecticut State University.



NICOLE ORLOSKY
VP, HUMAN RESOURCES

Nicole Orlosky, SHRM-CP, MS-HRM is the Vice President of HR for OVG360 based in the company's Philadelphia office. Nicole has been in Human Resources since 2001 and worked at several well-known organizations, like Amazon, Sur La Table and CertainTeed, spending most of her career in Venue Management and Hospitality, at Spectra (now OVG360) and Aramark.

Nicole has her bachelor's degree in Psychology from the University of Maine with a concentration in Women's Studies. She also has her Master's Degree in HR Management from West Chester University. Nicole brings a collaborative approach to create strategies to attract, retain and motivate teams through a positive employee experience. In her role, Nicole is responsible for providing the OVG human resources strategy and oversight to OVG360 by delivering effective workforce planning, positive employee relations, and training employees to successfully navigate their most critical challenges today, with and through the human resources team.

Nicole won the 2014 Delaware Valley HR Person of the Year award for an in-house designed leadership development program at Spectra. Nicole is a lifelong learner-she is a certified professional from Society of HR Management, a Korn Ferry Certified 360° Leadership Styles Coach, Hay Group Job Evaluator, and completed Temple University's Women's Leadership Series, Temple University's Human Capital Analytics program and the Executive Online program at Columbia Business School in Building and Leading Effective Teams.



**DEBONAIR
OATES-PRIMUS**
VP OF DIVERSITY, EQUITY
& INCLUSION

Debonair Oates-Primus, Ph.D., oversees DE&I-related strategies, partnerships, programs, and initiatives for OVG. In her role, Debonair recruits and empowers diverse talent, applying that talent on a global basis.

With over 12 years of experience in higher education, Debonair brings to the company her expertise in anti-bias training, culturally responsive curriculum development, and hiring. In addition, she has provided DE&I strategic planning to many universities, colleges, and organizations as a consultant.

Prior to joining OVG, Debonair was at the Community College of Philadelphia, where served as the DE&I Lead, Coordinator of the Diversity Certificate Program, Coordinator of the Black Studies Program, and Coordinator of the Diversity Fellowship Program.

Debonair earned a Ph.D. in Literature and Criticism with a concentration in critical race theory and intersectional feminism from Indiana University of Pennsylvania, a master's in Master of Arts in Writing Studies from Saint Joseph's University, and a bachelor's degree in English from West Chester University.

OVG ADDITIONAL SUPPORT



TIM LEIWEKE
CHIEF EXECUTIVE
OFFICER, OVG

Co-founder and Chief Executive Officer of OVG, Tim Leiweke is a leader and veteran in the sports and entertainment industry with more than 30 years of experience spanning multiple professional teams, leagues, and facility developments around the world. No one else has been recognized on both the Billboard Top 100 People in the Music Business and the Most Influential Sports Executives by the Sports Business Journal in the same year. In addition to creating Coachella and other iconic music festivals, he has also been part of Championship teams in the NBA, NHL, MLS, AHL, and DEL.

Due to his consistent and devoted passion to community programs, Tim has been recognized for his support of several charitable organization including the City of Hope, Anti-Defamation League, Paras Los Ninos, Los Angeles Sheriffs Youth Organization, Children's Hospital Los Angeles, Covenant House Toronto, Giants of Africa, and many others spanning many important causes.

Tim's newest endeavor, in partnership with Irving Azoff, was the founding of Oak View Group in 2015. Prior to this, he served as President and CEO of Maple Leaf Sports and Entertainment with the following properties in its portfolio: NHL Toronto Maple Leafs, NBA Toronto Raptors, MLS Toronto FC, Air Canada Centre, Ricoh Coliseum, Maple Leaf Square, and BMO Field. Leiweke's impressive resume also includes him serving as Founder, President, and CEO of Anschutz Entertainment Group (AEG) and acquiring and merging more than 50 sports and entertainment companies.

Tim was responsible for the development of the Staples Center, home of Lakers, Kings, and Clippers and was integral in the creation of L.A. LIVE, a sports, residential, and entertainment district adjacent to Staples Center and the Los Angeles Convention Center. He has led the \$2.5 billion development that includes Club Nokia, a 2,300-capacity live music venue; Microsoft Theatre;

L.A. Live; and a 54-story, 1,001-room convention headquarters destination, featuring Ritz-Carlton and JW Marriott hotels, along with 224 luxury condominiums. Tim has also served as President of the Denver Nuggets and Vice President of the Minnesota Timberwolves, inking their first naming rights deal in sports with the Target Center in 1989.



IRVING AZOFF
CO-FOUNDER, OVG

In 2015 Irving Azoff was in part responsible for co-founding Oak View Group and currently serves as a significant member of OVG's Advisory Board. In this role, Irving contributes his industry experience and vast network of contacts. In 1974, Irving founded Front Line Management and became the exclusive manager for the likes of Jimmy Buffet, Journey, Jon Bon Jovi, and Van Halen. Irving is also responsible for turning MCA Music Entertainment Group's fortunes around when he served as the label's Chairman and CEO. After leaving MCA to join Warner Music Group, Irving created Giant Records and ran it for several years before deciding to return to managing artists. In 2008, Ticketmaster acquired Front Line Management and Irving was named CEO of Ticketmaster as part of the acquisition. That same year, Azoff was awarded Advertising Age's Marketer of the Year. Irving later became Chairman of Live Nation and was named *'the most powerful person in the music industry'* by Billboard magazine.

In 2013, Irving announced a joint venture with The Madison Square Garden Company naming it Azoff MSG Entertainment. Irving serves as the company's Chairman, CEO, and as a consultant to all MSG-managed venues, including The Forum. Irving recently purchased MSG's share in the joint venture, renaming the company The Azoff Company. In addition to his tenure in the music and live entertainment industry, Irving has been involved in film production which includes movies like *Fast Times at Ridgemont High*, *Urban Cowboy*, *Jack Frost*, *Inkwell*, and *Above the Rim*.



FRANCESCA BODIE
COO, OVG
PRESIDENT, OVG DEVELOPMENT

Francesca Bodie has operated at some of the highest levels of sports and entertainment. Her expertise intersects an array of skill sets from marketing, sponsorship, and operations to development, finance, and partnerships.

As President of Business Development for OVG, Francesca helps lead the company across a variety of fronts. In addition to helping OVG's partnerships and acquisitions, she also oversees the company's operations and spearheads all new real estate development projects for sports and entertainment facilities, including the firm's major new projects at KeyArena in Seattle, WA and Belmont Park in New York, NY. Prior to joining OVG in March 2015, Francesca served as Vice President of Special Projects for AEG, overseeing a broad range of world-class programming, live events, and production at L.A. LIVE and other facilities around the world.



MIKE DOWNING
CHIEF SECURITY OFFICER,
PREVENT ADVISORS

As Chief Security Officer of OVG and President of Prevent Advisors, Mr. Downing brings 35 years of experience to Prevent Advisors. Most recently he served as the Deputy Chief, Los Angeles Police Department and Commanding Officer, Counter-Terrorism and Special Operations Bureau where he led five operational divisions: Major Crimes, Emergency Services Divisions, Metropolitan Division, Air Support Division, and Emergency Operations Division. These divisions include the Anti-Terrorism Intelligence Section, Criminal Investigative Section, Organized Crime, Surveillance Section, Hazardous Devices Section, LAX Bomb K-9 Section, Special Weapons and Tactics (SWAT), Mounted Unit, Dive Teams, Emergency Preparedness and Response.

Mr. Downing has worked with the New Scotland Yard's Metropolitan Police Counter-Terrorism Command SO 15. Mr. Downing has testified before Congressional sub-committee's relative to intelligence, homeland security, information sharing, and prison radicalization. In April 2010, Mr. Downing served as a member of the Department of Homeland Security Advisory Council working group on developing a national strategy for countering violent extremism. In October 2009, Mr. Downing was appointed as the Interim Police Chief for the Los Angeles Police Department.

Mr. Downing is an active member of the Leadership in Counter-Terrorism (LinCT) Alumni Association, working with alumni from the FBI's LinCT Program to develop a global enterprise of networked counter-terrorism practitioners from the United States, United Kingdom, Canada, Australia, and New Zealand. Deputy Chief Downing has also worked with the Department of Justice and State Department, traveling throughout South America, Africa, Turkey, Poland, India, and Kenya to transition large national police organizations into democratic civilian policing models and overlay counter-terrorism enterprises on top of cities. His work in counter-terrorism has taken him to Israel, Jordan, Saudi Arabia, Bahrain, United Kingdom, Australia, Canada, Germany, Kenya, India, France, Afghanistan, and Iraq; all to examine smart practices and build a network of practitioners.

Mr. Downing attended the University of Southern California where he received a Bachelor of Science Degree in Business Administration in 1982 and completed POST Command College in 1997, the FBI's Leadership in Counter-Terrorism (LinCT) in 2008, the Post Naval Graduate Executive Program in 2009, and the Senior Management Institute for Police at Boston (SMIP PERF) in 2012. Mr. Downing is currently a Board Member at the George Washington University Center for Cyber and Homeland Security Institute.



**CHRISTINA Y.
SONG**
GENERAL COUNSEL, OVG

Christina Song was named General Counsel of OVG in 2016 after working for Madison Square Garden for more than nine years, most recently serving as Vice President, Business, and Legal Affairs.

While at MSG, Christina worked on a number of marquee and signature marketing partnership agreements across MSG's various teams and properties while also providing day-to-day support to the partnership activation team. Prior to joining MSG, Christina spent six years working on entertainment and intellectual property-related matters for Duane Morris and Hunton & Williams in their respective New York offices.



DAN GRIFFIS
PRESIDENT, OVG GLOBAL
PARTNERSHIPS

With more than 20 years of experience on both the brand side and the property side, Daniel Griffis has built a career by thinking differently. Prior to joining OVG in November of 2015, he served as Officer and Vice President of Marketing at Target Corporation. He built more than 50 national marketing campaigns and 200 unique partnerships for the brand. He managed a marketing budget of \$320 million with responsibility over all Sports, Entertainment, Fashion and Corporate Social Responsibility for the \$76B retailer. Daniel was also in charge of all vendor income for Target where he raised over \$500 million per year across 200 CPG companies.



APPENDIX B



Client List

ARENAS

CITY	VENUE	CAPACITY
Albany, GA	Albany Civic Center at Flint River Entertainment Complex	10,240
Allentown, PA	PPL Center	9,700
Amherst, MA	Mullins Center, University of Massachusetts Amherst	10,000
Athens, GA	The Classic Center Arena (Consulting)	8,500
Atlantic City, NJ	Jim Whelan Boardwalk Hall	14,500
Augusta, GA	James Brown Arena at Augusta Entertainment Complex	8,700
Austin, TX	Moody Center, University of Texas at Austin	16,000
Baltimore, MD	Chesapeake Employers Insurance Arena at the Univ. of Maryland Baltimore County	5,000
Baltimore, MD	Baltimore Arena	14,000
Bangor, ME	Cross Insurance Center	8,078
Beaumont, TX	Ford Arena at Ford Park Entertainment Complex	8,500
<i>Billings, MT</i>	<i>First Interstate Arena</i>	<i>12,000</i>
Bridgeport, CT	Total Mortgage Arena	10,000
Brookings, SD	Swiftel Center	6,500
Casper, WY	Ford Wyoming Center	8,395
Charleston, WV	Charleston Coliseum & Convention Center	13,500
Chicago, IL	Wintrust Arena	10,000
Clovis, NM	Curry County Events Center	6,500
Coachella Valley, CA	Acrisure Arena	11,000
Coral Gables, FL	Watsco Center, University of Miami	8,000
Coralville, IA	Xstream Arena	6,600
Corpus Christi, TX	American Bank Center Arena	10,323
Dallas, TX	Arena at Kay Bailey Hutchison Convention Center Dallas	9,816
Dallas, TX	Fair Park Coliseum at Dallas Fair Park	9,704
Dawson Creek, BC, Canada	Ovintiv Events Centre	6,500
Des Moines, IA	Wells Fargo Arena at Iowa Events Center	16,980
Elmont, NY	UBS Arena	18,000
Enid, OK	Stride Bank Center	4,000
<i>Ester, FL</i>	<i>Hertz Arena</i>	<i>7,500</i>
Everett, WA	Angel of the Winds Arena	10,000
Fayetteville, NC	Crown Arena at Crown Complex	4,500
Fayetteville, NC	Crown Coliseum at Crown Complex	10,000
Fishers, IN	Fishers Event Center (consulting)	8,500
Grand Forks, ND	Alerus Center	22,000
<i>Greenville, SC</i>	<i>Bon Secours Wellness Arena</i>	<i>15,000</i>
Hamilton, ON, Canada	FirstOntario Centre	19,000
Hartford, CT	XL Center	15,217
<i>Henderson, NV</i>	<i>New Henderson Event Center</i>	<i>6,109</i>
Hoffman Estates, IL	NOW Arena	11,800
Houston, TX	Fertitta Center, University of Houston	7,100
Independence, MO	Cable Dahmer Arena	5,800
Indiana, PA	Kovalchick Complex, Indiana University of Pennsylvania	5,000
Kingston, RI	Ryan Center, University of Rhode Island	7,700
<i>Knoxville, TN</i>	<i>Thompson-Boling Arena, University of Tennessee</i>	<i>22,206</i>
Las Cruces, NM	Pan American Center, New Mexico State University	12,515
Lexington, KY	Rupp Arena	20,545

*Selected and negotiating agreement

Italics denote consulting or booking and/or marketing services

ARENAS (Continued)

CITY	VENUE	CAPACITY
London, ON, Canada	Budweiser Gardens	10,000
Loveland, CO	Blue Arena at The Ranch Events Complex	7,200
Lowell, MA	Tsongas Center, University of Massachusetts Lowell	7,800
Macon, GA	Macon Coliseum at Macon Centreplex	9,252
Moon, PA	UPMC Events Center, Robert Morris University	5,000
Moose Jaw, SK, Canada	Mosaic Place	4,500
Nampa, ID	Ford Idaho Center	12,657
Norfolk, VA	Chartway Arena at Ted Constant Convocation Center, Old Dominion University	9,500
<i>Omaha, NE</i>	<i>CHI Health Center</i>	<i>18,300</i>
Orlando, FL	Addition Financial Arena, University of Central Florida	10,000
Oshawa, ON, Canada	Tribute Communities Centre	6,400
Owensboro, KY	Owensboro Sportscenter	5,000
Penticton, BC, Canada	Memorial Arena at SOEC Complex	2,500
Penticton, BC, Canada	South Okanagan Events Centre at SOEC Complex	6,500
Petersburg, VA	VSU Multi-Purpose Center, Virginia State University	6,200
Pittsburgh, PA	PPG Paints Arena	19,758
Philadelphia, PA	Liacouras Center, Temple University	10,000
Portland, ME	Cross Insurance Arena	9,500
Prescott Valley, AZ	Findlay Prescott Toyota Center	5,100
Ralston, NE	Ralston Arena	4,400
Rio Rancho, NM	Rio Rancho Events Center	8,000
Robstown, TX	Marvin and Laura Berry Pavilion at Richard M. Borchard Regional Fairgrounds	4,000
Salina, KS	Tony's Pizza Events Center	6,083
Savannah, GA	Enmarket Arena	9,000
Savannah, GA	Savannah Civic Center	9,000
Seattle, WA	Climate Pledge Arena	18,000
Sioux City, IA	Tyson Events Center	10,000
<i>Spokane, WA</i>	<i>Spokane Arena</i>	<i>11,621</i>
Stateline, NV	Tahoe Blue Events Center	6,000
St. John, NB, Canada	TD Station	6,603
St. Louis, MO	Chaifetz Arena, Saint Louis University	10,600
<i>Sunrise, FL</i>	<i>FLA Live Arena</i>	<i>20,737</i>
Tallahassee, FL	Donald L. Tucker Civic Center, Florida State University	11,468
Tempe, AZ	Mullett Arena, Arizona State University	5,000
Topeka, KS	Landon Arena at Stormont Vail Events Center	8,361
Toronto, ON, Canada	Mattamy Athletic Centre, Toronto Metropolitan University	3,600
Trenton, NJ	CURE Insurance Arena	9,800
Tulsa, OK	BOK Center	19,200
Windsor, ON, Canada	WFCU Centre	7,000

TOTAL ARENAS: 85

TOTAL SEATS: 845,168

STADIUMS

CITY	VENUE	CAPACITY
Chester, PA	Subaru Park (formerly Talen Energy Stadium)	25,000
Dallas, TX	Cotton Bowl Stadium at Dallas Fair Park	92,500
East Hartford, CT	Pratt & Whitney Stadium at Rentschler Field	40,000
Fredericksburg, VA	Virginia Credit Union Stadium	5,000
Houston, TX	Cougar Softball Stadium, University of Houston	1,200
Houston, TX	Darryl and Lori Schroeder Park	3,500
Houston, TX	TDECU Stadium, University of Houston	40,000
<i>Knoxville, TN</i>	<i>Neyland Stadium, University of Tennessee</i>	<i>102,455</i>



*Selected and negotiating agreement
Italics denote consulting or booking and/or marketing services

STADIUMS (Continued)

CITY	VENUE	CAPACITY
Memphis, TN	Simmons Bank Liberty Stadium	58,325
Norfolk, VA	Kornblau Field at S.B. Ballard Stadium, Old Dominion University	20,000
Philadelphia, PA	Citizens Bank Park	45,000
Sacramento, CA	Heart Health Park at California Exposition & State Fairgrounds	11,000
San Diego, CA	Snapdragon Stadium, San Diego State University	35,000
St. Louis, MO	The Dome at America's Center	66,965
TOTAL STADIUMS: 14		TOTAL SEATS: 545,945

CONVENTION & CONFERENCE CENTERS

CITY	VENUE	SQ. FT. EXHIBIT SPACE
Atlantic City, NJ	Atlantic City Convention Center	627,000
Bangor, ME	Cross Insurance Center	25,427
Beaumont, TX	Ford Exhibit Hall at Ford Park Entertainment Complex	48,000
Charleston, WV	Charleston Coliseum & Convention Center	283,000
Chicago, IL	McCormick Place	2,670,000
Chicago, IL	Navy Pier	250,000
Cincinnati, OH	Duke Energy Convention Center	700,000
Cleveland, OH	I-X Center	861,000
Clovis, NM	Clovis Civic Center	30,000
Corpus Christi, TX	American Bank Center Convention Center	138,000
Dallas, TX	Automobile Building at Dallas Fair Park	84,000
Dallas, TX	Briscoe Carpenter Livestock Center at Dallas Fair Park	55,000
Dallas, TX	Centennial Hall at Dallas Fair Park	90,000
Dallas, TX	Creative Arts Building at Dallas Fair Park	17,000
Dallas, TX	Embarcadero Building at Dallas Fair Park	27,000
Dallas, TX	Food & Fiber Building at Dallas Fair Park	25,000
Dallas, TX	Grand Place at Dallas Fair Park	50,000
Dallas, TX	Kay Bailey Hutchison Convention Center Dallas	1,000,000
Dallas, TX	Tower Building & Rotunda at Dallas Fair Park	40,000
Dallas, TX	Women's Building at Dallas Fair Park	70,000
Des Moines, IA	Community Choice Credit Union Convention Center at Iowa Events Center	223,875
Des Moines, IA	Hy-Vee Hall at Iowa Events Center	223,098
Dubuque, IA	Grand River Conference Center	86,000
Durham, NC	Durham Convention Center	33,250
Enid, OK	Stride Bank Center	13,220
Everett, WA	Edward D. Hansen Conference Center at Angel of the Winds Arena	13,700
Fayetteville, NC	Crown Expo Center & Ballroom at Crown Complex	69,200
Fort Smith, AR	Fort Smith Convention Center	116,800
Fredericksburg, VA	Fredericksburg Expo and Conference Center	120,000
Grand Forks, ND	Alerus Center	160,000
Grand Junction, CO	Grand Junction Convention Center	23,000
Greenville, SC	Greenville Convention Center	300,000
Hamilton, ON, Canada	FirstOntario Centre Exhibition Centre	117,000
Hartford, CT	XL Center Exhibition Hall	68,800
Indiana, PA	Kovalchick Complex, Indiana University of Pennsylvania	23,000
Kerrville, TX	Hill Country Youth Event Center and Outdoor Arena	78,000
Lexington, KY	Central Bank Center	200,000
Loveland, CO	First National Bank Exhibition Building at The Ranch Events Complex	36,000
Lynnwood, WA	Lynnwood Event Center	34,000
Miami Beach, FL	Miami Beach Convention Center	750,000
Moon, PA	UPMC Event Center Meeting Space, Robert Morris University	5,000



*Selected and negotiating agreement
Italics denote consulting or booking and/or marketing services

CONVENTION & CONFERENCE CENTERS (Continued)

CITY	VENUE	SQ. FT. EXHIBIT SPACE
Nampa, ID	Nampa Civic Center	28,000
Nanaimo, BC, Canada	Vancouver Island Conference Centre	38,000
Overland Park, KS	Overland Park Convention Center	100,000
Owensboro, KY	Owensboro Convention Center	60,000
Penticton, BC, Canada	Penticton Trade & Convention Centre at SOEC Complex	60,000
Provo, UT	Utah Valley Convention Center	47,000
Pueblo, CO	Pueblo Convention Center	22,000
Richmond, VA	Greater Richmond Convention Center	288,550
Robstown, TX	Exhibition Center at Richard M. Borchard Regional Fairgrounds	178,077
Salina, KS	Heritage Hall at Tony's Pizza Events Center	17,368
Santa Clara, CA	Santa Clara Convention Center	302,000
Savannah, GA	Savannah Civic Center	22,600
Shawnee, OK	Heart of Oklahoma Exposition Center	152,400
Stateline, NV	Tahoe Blue Events Center Conference Center	30,000
St. Charles, MO	Saint Charles Convention Center	66,000
Tallahassee, FL	Donald L. Tucker Civic Center, Florida State University	51,000
Terre Haute, IN	Terre Haute Convention Center	41,824
Tulsa, OK	Cox Business Convention Center	128,000
Topeka, KS	Exhibition Hall at Stormont Vail Events Center	74,500
Waterloo, IA	Five Sullivan Brothers Convention Center	40,000
West Palm Beach, FL	Palm Beach County Convention Center	148,000

TOTAL CONVENTION & CONFERENCE CENTERS: 62

TOTAL SQ. FT. EXHIBIT SPACE: 11,679,689

PERFORMING ARTS CENTERS & THEATERS

CITY	VENUE	CAPACITY
Albany, GA	Albany Municipal Auditorium at Flint River Entertainment Complex	965
Atlantic City, NJ	Adrian Phillips Theater at Boardwalk Hall	3,200
Augusta, GA	William B. Bell Auditorium at Augusta Entertainment Complex	2,700
Charleston, WV	Charleston Municipal Auditorium	3,400
Charleston, WV	Little Theater	750
Chicago, IL	Arie Crown Theater	4,249
Corpus Christi, TX	Selena Auditorium	2,604
Dallas, TX	The Black Academy of Arts and Letters at KBHCCD	1,740
Fayetteville, NC	Crown Theatre at Crown Complex	2,400
Federal Way, WA	Federal Way Performing Arts and Event Center	700
Fort Smith, AR	ArcBest Performing Arts Center	1,400
Grand Junction, CO	Avalon Theatre	1,100
Hamilton, ON, Canada	FirstOntario Concert Hall	2,193
Hamilton, ON, Canada	The Studio	550
Homestead, FL	Seminole Theatre	425
Indiana, PA	Toretti Auditorium at the Kovalchick Complex	632
Lexington, KY	Lexington Opera House	1,000
Macon, GA	Macon Auditorium at Macon Centreplex	2,688
Nampa, ID	John Brandt Performing Arts Theater at Nampa Civic Center	630
Pueblo, CO	Pueblo Memorial Hall	1,600
Santa Clara, CA	Santa Clara Convention Center Theater	607
Savannah, GA	Johnny Mercer Theatre	2,650
Sioux City, IA	Orpheum Theatre	2,650

PERFORMING ARTS CENTERS & THEATERS (Continued)

CITY	VENUE	CAPACITY
Spokane, WA	<i>First Interstate Center for the Arts</i>	2,700
Virginia Beach, VA	Sandler Center for the Performing Arts	1,300
TOTAL PERFORMING ARTS CENTERS & THEATERS: 25		TOTAL SEATS: 44,833

FAIRGROUNDS, EXPOSITION & AGRICULTURAL CENTERS

CITY	VENUE	DESCRIPTION
Bangor, ME	Bangor State Fairgrounds	55 acres
Beaumont, TX	Ford Midway at Ford Park Entertainment Complex	221 acres
Clovis, NM	Curry County Fairgrounds	112 acres
Dallas, TX	Pan America Arena at Dallas Fair Park	2,500-seat livestock arena
Memphis, TN	Liberty Park	70 acres
Nampa, ID	Ford Idaho Horse Park	Indoor/outdoor equestrian facility
Robstown, TX	Richard M. Borchard Fairgrounds	250 acres
Shawnee, OK	Heart of Oklahoma Exposition Center Indoor/Outdoor Arenas	52-acre multi-venue complex
Topeka, KS	Agriculture Hall at Stormont Vail Events Center	20,000 sq. ft. event space
Topeka, KS	Domer Arena at Stormont Vail Events Center	135,000 sq. ft./285-stall space

FAIRGROUNDS & AGRICULTURAL CENTERS: 10

RECREATION FACILITIES

CITY	VENUE	DESCRIPTION
Amherst, MA	John Francis Kennedy Champions Center, UMass Amherst	Multipurpose sports facility
Amherst, MA	Mullins Ice Rink, University of Massachusetts Amherst	350 capacity
Beaumont, TX	Ford Fields at Ford Park Entertainment Complex	12 youth baseball/softball fields
Coral Gables, FL	The Field House at Watsco Center, University of Miami	7,700 sq. ft. fieldhouse
Coralville, IA	Coral Ridge Mall Ice Arena	Community ice rink
Coralville, IA	GreenState Family Fieldhouse	Recreational fieldhouse
Everett, WA	Angel of the Winds Community Ice Rink	Community ice rink
Houston, TX	University of Houston Athletics Facilities	Multiple athletic facilities
Independence, MO	Independence Community Ice Rink	Community ice rink
Kerrville, TX	River Star Arts & Event Park	Outdoor multipurpose facility
Kingston, RI	Bradford R. Boss Ice Arena, University of Rhode Island	2,500-capacity rink
Maryland Heights, MO	Centene Community Ice Complex/St. Louis Blues Practice Center	4-sheet mixed-use facility
Nampa, ID	Ford Idaho Sports Center	100,000 sq. ft. multipurpose sports center
Orlando, FL	The Venue at UCF, University of Central Florida	Volleyball/multipurpose facility
Oshawa, ON, Canada	Tribute Communities Centre Community Ice Rink	Community Ice Rink
Penticton, BC, Canada	OHS Training Centre at SOEC Complex	Community Ice Rink
Ralston, NE	Liberty First Credit Union Community Ice Rink	Community Ice Rink
Sioux City, IA	Seaboard Triumph Foods Expo Center	Multi-purpose recreation and expo facility
Tempe, AZ	Mountain American Credit Union Iceplex at ASU	Ice Rink Complex
Toronto, ON, Canada	The Hangar at Downsview Park	Indoor and outdoor mixed-use athletic facilities
Welland, ON, Canada	Youngs Sportsplex	128,000 sq. ft. indoor and outdoor mixed-use athletic fields

TOTAL RECREATION FACILITIES: 21

SPECIALIZED VENUES

CITY	VENUE	DESCRIPTION
Albany, GA	Veterans Park Amphitheater at Flint River Entertainment Complex	2,500-capacity amphitheater
Beaumont, TX	Ford Pavilion at Ford Park Entertainment Complex	14,000-capacity amphitheater



*Selected and negotiating agreement
Italics denote consulting or booking and/or marketing services

SPECIALIZED VENUES (Continued)

CITY	VENUE	DESCRIPTION
Dallas, TX	Band Shell at Dallas Fair Park	4,042-capacity amphitheater
Dallas, TX	Court of Honor at Dallas Fair Park	Outdoor event space
Dallas, TX	Esplanade at Dallas Fair Park	Outdoor event space
Grand Junction, CO	Las Colonias Park Amphitheater	4,000-capacity amphitheater
Macon, GA	Macon Amphitheater	10,000-capacity amphitheater
Maryland Heights, MO	Saint Louis Music Park at Centene Community Ice Complex	5,000-capacity amphitheater
Moose Jaw, SK, Canada	Mosaic Place Ford Curling Centre	8-sheet curling facility
Nampa, ID	Ford Idaho Amphitheater	11,000-capacity amphitheater
Ralston, NE	Wiebe-Ralston Ballroom and the Side Room	Ancillary event spaces
Shawnee, OK	Heart of Oklahoma Expo Center	7,500-capacity outdoor grandstand
Topeka, KS	Evergy Plaza	60,000 sq. ft. multi-purpose plaza
Toronto, ON, Canada	Festival Terrace at Downsview Park	40,000-person capacity outdoor space
Toronto, ON, Canada	The Meadow at Downsview Park	10,000-person capacity outdoor space
Virginia Beach, VA	Virginia Beach Dome	3,300 seat dome

TOTAL SPECIALIZED VENUES: 16



THE CITY OF FAYETTEVILLE
RFP #COF1516856 FOR
VENUE MANAGEMENT OF FESTIVAL PARK

WE ARE
A LEADING PROVIDER
TO PUBLIC ASSEMBLY FACILITIES



WE ARE INDUSTRY LEADERS



GREG O'DELL



PETER ZINGONI



STIG JACOBSEN



DEBONAIR OATES-PRIMUS



TRENT MERRITT



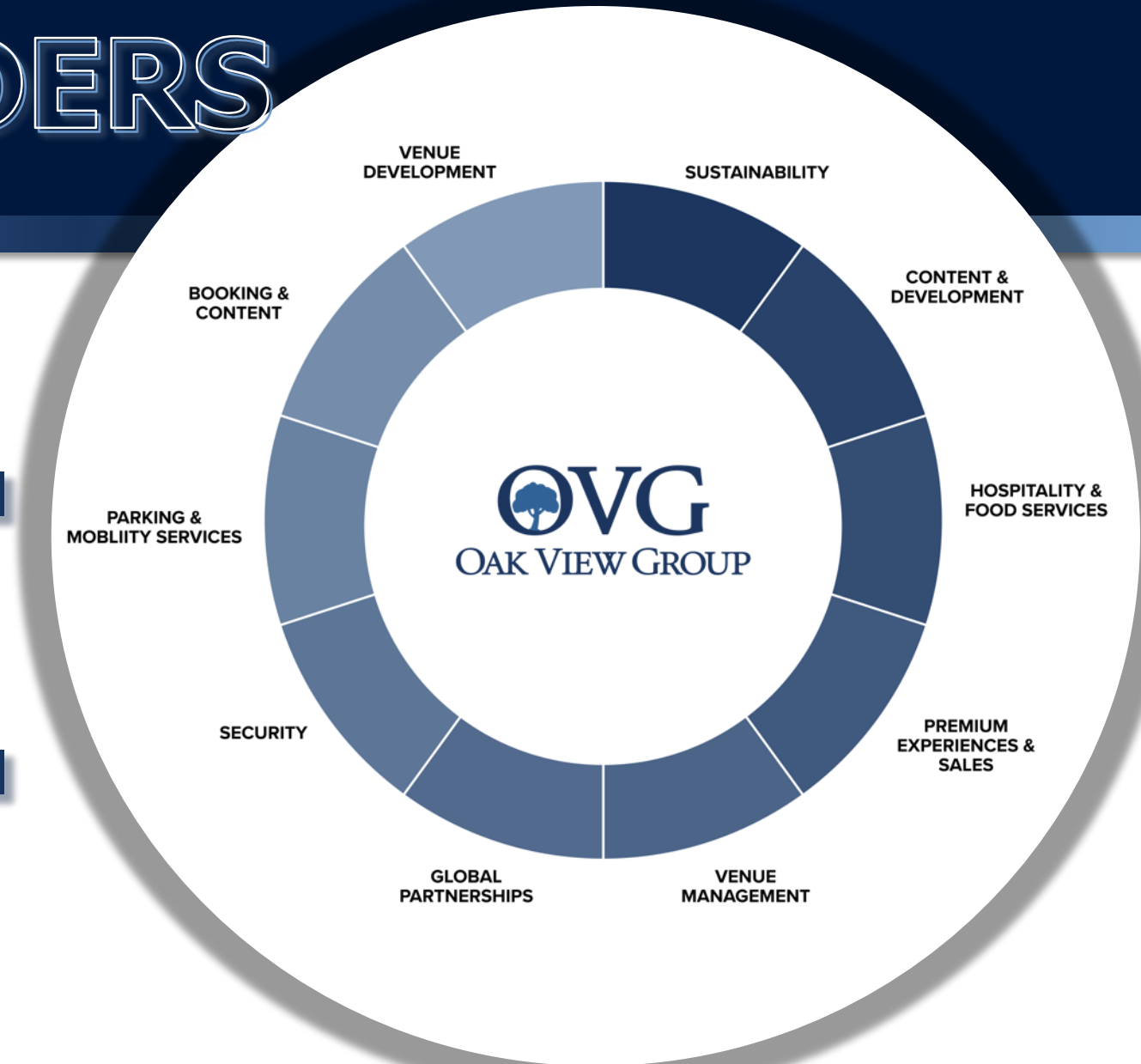
CHARLES LAWRENCE



SETH BENALT



HARRY DAY



WE ARE HEAVILY ROOTED NEAR YOU...



SPECIALIZED AMPHITHEATER EXPERIENCE

OVG
OAK VIEW GROUP



ATRIUM HEALTH AMPHITHEATER

MACON, GA

SERVICES PROVIDED:

- VENUE MANAGEMENT
- OVG HOSPITALITY
- GLOBAL PARTNERSHIPS
- DESIGN DEVELOPMENT
- PREVENT ADVISORS
- PROJECT MANAGEMENT - FFE



PUTTING FAYETTEVILLE FIRST

MAXIMIZING A COMMUNITY HUB

LIVE NATION



WMAE



AEG
PRESENTS

ANOTHER PLANET
ENTERTAINMENT



P PREMIER
PRODUCTIONS



Outback
PRESENTS



æ awakening
events



OPTIMIZE EVENT MIX

- Target Legacy Community Events
- Programming Goals Include Utilizing All Venue Event Spaces and Plazas to Increase Bookings and Revenues
- Establish Mutually Agreeable Booking Policy
- Streamline Promoter/Customer Booking Process

ROUTING CONTENT

- Dedicated OVG Private Events & Content Development Team
- Leverage Industry Relationships

OUR MARKETING DIFFERENCE

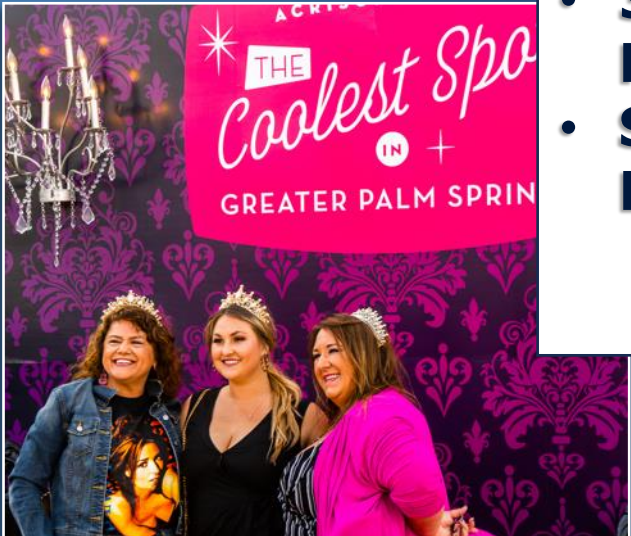
Entertainment Destination

IN-HOUSE MARKETING AGENCY

- Media Buying
- PR
- Graphic Design
- 3rd Party Partnerships
- Social Media & Email Marketing

TOOLS FOR SUCCESS

- Corporate Support & Resources
 - 150+ Marketers across North America
 - 40 + Corporate team members
 - Templates, Plans, Sharing of ideas, Calls
- Ticketmaster
- Placer.ai
- Social Platforms & Google Analytics



OUR MARKETING DIFFERENCE

Entertainment Destination



FAN ACTIVATIONS

- Pre-show Parties
- VIP Experiences
- Instagram-able Moments

BACK OF THE HOUSE EXPERIENCES

- Elevated Back of House for Tours and Artists



“

IT HAS THE *OVG touch*

I CAN TELL I AM IN AN *OVG venue*”

THE POWER OF OVG



FORD IDAHO CENTER



- Inherited a \$1.2MM Loss in 2016
 - **Have Turned to a \$1.8MM Profit**
- Undergoing a \$8MM Renovation in Partnership with Live Nation
- 33 Shows Booked for this Summer Alone
- Recently Renewed Long-term Naming Rights Deal with Ford

ATRIUM HEALTH AMPHITHEATER



- \$50MM Development
- Expecting about \$1.6MM in Revenue for Premium and Sponsorship
- Current F&B Per Cap Average = \$30
- 15 Booked Shows for the Opening Season, Including:
 - Riley Green & Lynyrd Skynyrd / ZZ Top

ENHANCED FOOD AND BEVERAGE PROGRAM

- Provide Variety
- Inclusion of Local Food Partners
- Local Craft Beer
- Pre-Mixed Cocktails
 - Including Seasonal Options



Recent Success Pairing Blue Chip Brands with World-Class Properties

OVG Global Partnerships has successfully sold

25 NAMING RIGHTS DEALS SINCE NOVEMBER 2019, DRIVING OVER \$3.17 BILLION IN REVENUE



**CLIMATE
PLEDGE
ARENA**

IN PARTNERSHIP WITH
amazon

SEATTLE, WA



**KRAKEN
COMMUNITY
ICEPLEX**

SEATTLE, WA



**UBS
Arena**

ELMONT, NY



**ACRISURE®
ARENA**

COACHELLA VALLEY, CA



AUSTIN, TX



**SUBARU
PARK**

PHILADELPHIA, PA



**CAESARS
SUPERDOME**

NEW ORLEANS, LA



MANCHESTER, UK

**enmarket
arena**

SAVANNAH, GA



**CFG BANK
ARENA**

BALTIMORE, MD



**DACOTAH
BANK
CENTER**

BROOKINGS, SD

**TAHOE
Blue
— EVENT CENTER —**

STATELINE, NV

bluearena
FEDERAL CREDIT UNION

LOVELAND, CO

now Arena

HOFFMAN ESTATES, IL



TEMPE, AZ



BEAUMONT, TX

**OVG Executives Have Also
Executed
2 MAJOR NAMING RIGHTS**

**TARGET
FIELD®**
MINNEAPOLIS, MN

TARGET CENTER
MINNEAPOLIS, MN

TRANSITION PLAN



- PEOPLE-FIRST APPROACH
- ACTIVATED IMMEDIATELY
- COLLABORATIVE AND TRANSPARENT
- OVG BUSINESS START UP TEAM
- EXTENSIVE TRANSITION CHECKLIST
- CORPORATE COORDINATION
DEVELOP EXPECTATIONS, GOALS, KPIS,
MESSAGING
- STAKEHOLDER/COMMUNITY
INTRODUCTIONS & FEEDBACK
COLLECTION
- CUSTOMER SERVICE TRAINING
- PLAN DEVELOPMENT & IMPLEMENTATION
- 90-DAY CLIENT SURVEY CHECK-IN



OVG will...

**OFFER ALL EXISTING STAFF EMPLOYMENT
WITH EQUAL SALARY AND BENEFITS**

COMPENSATION PROPOSAL PLAN

TERM

- 10 Years

BASE FEE

- **\$100,000 Per Year;**
Subject to Annual
CPI

INCENTIVES FEES

- Opportunity to Earn
Incentive Fee Based Off Of
Mutually Agreed Upon KPIs

INCENTIVES

SPONSORSHIP SALES

- 20% Commission on \$0 to \$350,000 in Gross Sales
- 25% Commission Once All Sales Have Exceeded \$350,000

FOOD & BEVERAGE

- 10% of Gross Food & Beverage Sales

CAPITAL INVESTMENT

\$100,000 INVESTMENT



THANK YOU



**‘WHEN IT COMES TO
PARTNERSHIPS,
WE’RE ALL IN.’**

- Chris Granger | CEO, OVG360



City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 24-4066

Agenda Date: 6/3/2024

Version: 1

Status: Agenda Ready

In Control: City Council Work Session

File Type: Other Items of
Business

Agenda Number: 5.02

TO: Mayor and Members of City Council

THRU: Lachelle H. Pulliam, City Attorney

FROM: Kecia N. Parker, NCCP, Real Estate Manager

DATE: June 3, 2024

RE:

Resolution Authorizing a Lease for the Cross Creek District Office of the Police Department

COUNCIL DISTRICT(S):

7

Relationship To Strategic Plan:

Goal I - Safe and Secure Community

Executive Summary:

The City has had a lease agreement for the property located at 6147 Raeford Road for the Cross Creek District Office of the Police Department since July 1, 2014. The current lease is for approximately 4,175 square feet of office space, a 1,200 square feet outbuilding and a parking area. The current lease expires on June 30, 2024 and the City would like to continue leasing the space and enter into a new five-year agreement.

Background:

The Cross Creek District Office has leased a portion of the property located at 6147 Raeford Road since July 1, 2014. The current term of that lease expires June 30, 2024 and the City would like to remain in the space for another five years. The new lease includes a five-year term beginning on July 1, 2024 for approximately 4,175 square feet of office space and a 1,200 square feet outbuilding. The rent will be \$6,904.78 monthly for the first year with a 2% escalation annually. The taxes and insurance portions of the rent will have a 20% increase annually. As a part of the negotiations the City requested a list of

repairs and alterations be made to the building. The landlord agreed and has made all the repairs except for the interior painting as this repair was costly. The landlord has received the quote and agreed to the painting once the City signs the new lease.

Issues/Analysis:

None

Budget Impact:

The annual lease cost of \$82,857.36 along with operational costs and staff costs has been included in the budget.

Options:

- Approve the Lease Agreement and authorize the City Manager to execute said lease on behalf of the City.
- Do not approve the Lease Agreement.

Recommended Action:

Staff recommends City Council approve the Lease Agreement and allow the City Manager to execute the document on behalf of the City.

Attachments:

Lease
Resolution

LEASE AGREEMENT

ARTICLE I – REFERENCE DATA

1.1 **SUBJECTS REFERRED TO:** Each reference in this Lease to any of following subjects shall be construed to incorporate the data stated for that subject in this Section 1.1:

TENANT:	City of Fayetteville
TENANT’S ADDRESS:	433 Hay Street Fayetteville, NC 28301
TENANT’S ADDRESS (for notice):	Attn: City Manager 433 Hay Street Fayetteville, NC 28301
TENANT’S ADDRESS (for Billing):	Attn: Collections 433 Hay Street Fayetteville, NC 28301
LANDLORD	Hamann Investments, LLC
LANDLORD’S MANAGING AGENT	Grant Murray Real Estate, LLC 150 North McPherson Church Road Fayetteville, NC 28303
SITE ADDRESS	6147 Raeford Road, Fayetteville, NC 28304
TENANT’S RSF:	4175 +/- Office and 1200 +/- outbuilding
BUILDING TOTAL RSF:	13,198 +/-
TERM COMMENCEMENT DATE:	July 1, 2024
RENT COMMENCEMENT DATE:	July 15, 2024
TERM EXPIRATION DATE:	June 30, 2029

RENT SCHEDULE: Including Escalation by year	Monthly Base Rent (Office)	Monthly Taxes & Insurance 20% Annual Increases	Monthly Rent (Out- Building)	Total Monthly Rent	Annual Rent
Year 11 (2%)	\$4,934.84	\$843.78	\$1,126.16	\$6,904.78	\$82,857.36
Year 12 (2%)	\$5,033.53	\$1,012.53	\$1,148.68	\$7,194.74	\$86,336.88
Year 13 (2%)	\$5,134.19	\$1,215.04	\$1,171.65	\$7,520.88	\$90,250.56
Year 14 (2%)	\$5,234.86	\$1,458.05	\$1,195.08	\$7,887.99	\$94,655.88
Year 15 (2%)	\$5,339.55	\$1,749.66	\$1,218.98	\$8,308.19	\$99,698.28
Total: Years 11-15					\$453,798.96

FIRST MONTHS TOTAL FIXED RENT: \$6,904.78

OPERATING EXPENSE BASE YEAR (NOT APPLICABLE)

SECURITY DEPOSIT (\$5,827.00 Is currently being held by Grant Murray Real Estate Property Management, no further deposit or fund required).

PERMITTED USES General Office Space for the City of Fayetteville Police Department

1.2 **EXHIBITS:** The exhibits listed below are incorporated into and form a part of this lease:

EXHIBIT A Property Description Page 15

EXHIBIT B Layout of Premises Page 16

EXHIBIT C Landlord's Responsibilities..... Page 17

EXHIBIT C-1 Tenant's Responsibilities..... Page 18

1.3 SPECIAL PROVISIONS:

1. At the Tenant's cost, Tenant will be listed at the main office entrance 6147 on the first floor of the premises. All Signs are the Tenant's Responsibility and will comply with all local codes and ordinances. All such signage shall be subject to landlord's approval, not to be unreasonably withheld.
2. Tenant will be accepting the space in its "as-is" condition.
3. Tenant will notify Landlord of any new construction for prior approval if needed.

ARTICLE II – PREMISES AND TERM

2.1 **PREMISES:** Landlord hereby leases to tenant, and Tenant hereby leases from Landlord that certain portion of the Landlord's Property ("Landlord's Property" being described on the attached Exhibit A) commonly known as 6147 Raeford Road (office Area) and the 1200 square foot outbuilding as the

TENANT INITIAL _____

LANDLORD INITIAL _____

same are more particularly delineated on the attached Exhibit B, excluding exterior faces of exterior walls, the common facilities area and building service fixtures and equipment serving (either exclusively or in common) other parts of the Building. Tenant's space, with such exclusions, is hereby referred to as the "Premises."

Tenant shall have, as appurtenant to the Premises, the right to use it in common with others entitled thereto; (a) the common facilities included in the Building or on the lot, including the parking facility, to the extent of access and use of forty-one (41) parking spaces and (b) the building service fixtures and equipment serving the premises. Access to the parking lot from Lunar Drive will be exclusive to the tenant unless otherwise agreed. Tenant has the option to install access gates at their own expense at the Lunar Drive entrance as needed. The access gate currently installed between the main office and outbuilding is Tenant installed and maintained. Tenant has full use of the Revere Street gate which is Landlord maintained.

Landlord reserves the right from time to time, without unreasonable interference with Tenant's use, (a) to install, repair, use, maintain and relocate for service to the premises and to other parts of the building or either, building service fixtures and equipment wherever located in the building and (b) to alter or relocate any other common facility provided that substitutions are substantially equivalent or better.

2.2 TERM: To have and to hold for and Initial period (the "Initial Term") commencing on the Term Commencement Date set out in Section 1.1 (the "Commencement Date") and continuing until the Term Expiration Date, unless sooner terminated as provided in Section 7.1 or in Article IX. This lease may be renewed by Tenant upon written notice to Landlord no later than thirty (30) days prior to the end of the Lease Term. Upon renewal the Rent Schedule will continue with the annual increases as set forth in Section 1.1.

ARTICLE III LANDLORD'S WORK/TENANT'S ALTERATIONS, MAINTENANCE AND REPAIRS

3.1 CONSTRUCTION AND DELIVERY OF PREMISES. Tenant shall accept the premises in its "as is" condition and landlord is under no obligation to make any alterations, decorations, additions, improvements or other changes (collectively "Alterations") in or to the premises.

3.2 ALTERATIONS. Except with respect to Tenant's Improvements and as otherwise provided below, Tenant shall not make or permit anyone to make any Alteration in or to the Premises or the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall respond to a request by Tenant for approval of an Alteration within five (5) business days of receipt of plans and specifications. Should Landlord disapprove of any Alteration, it shall provide Tenant with detailed reasons why. Any Alteration made by Tenant shall be made: (a) in a good and workmanlike manner, (b) by a licensed contractor, (c) in accordance with plans and specifications provided by Tenant and reviewed, at no charge to Tenant, by Landlord, and (d) in accordance with all applicable laws and requirements. Notwithstanding anything contained herein to the contrary, Alterations that cost less than five thousand (\$5,000.00) dollars shall not require Landlord's prior consent.

All Alterations to the Premises or the Building made by either party shall Immediately become Landlord's property and shall be surrendered with the Premises at the expiration or earlier termination of the Lease Term, except that (a) Tenant shall have the right to remove, prior to expirations or earlier termination of the Lease Term, movable furniture, moveable furnishings and movable trade fixtures installed in the Premises by Tenant solely at Tenant's expense. Landlord shall have the right to repair at Tenant's expense any damage to the Premises or the Building caused by such removal or to require Tenant to do the same (normal wear and tear excepted). If any such item is not removed prior to the expiration or earlier termination of the Lease Term, then such item shall become Landlord's property and shall be surrendered with the Premises as a part thereof.

3.3 MAINTENANCE AND REPAIRS Tenant shall maintain the Premises and all fixtures and equipment located therein or exclusively serving the Premises (but excluding base building structures, systems, fixtures, and equipment) in clean, safe, and sanitary condition, take good care thereof, make all repairs and replacements thereto and suffer no waste or injury thereto and more particularly described on Exhibit C-1 attached hereto and incorporated by reference. Tenant shall give Landlord prompt written notice of any defect in or damage to the building or any part thereof. At the expiration or early termination of the Lease Term, Tenant shall surrender the Premises broom clean and in good order, condition and repair, except for ordinary wear and tear.

ARTICLE IV – RENT

4.1 MONTHLY PAYMENTS OF RENT Tenant agrees to pay Landlord, without any notice, demand, offset or reduction whatsoever, (except as made in accordance with the express provisions of the Lease) the Base Rent (sometimes also referred to herein as the "Total Fixed Rent") In equal monthly Installments as set out in Section 1.1 or as adjusted pursuant on the terms hereof, In advance on the first day of each calendar month beginning on the Rent Commencement Date. Rental payments as shown in 1.1 Include the Tenant's portion of property taxes and Insurance.

4.2 PAYMENTS All payments of Total Fixed Rent shall be made to Managing Agent at its address, or to such other person as Landlord may from time-to-time delegate. Since late payment of either Total Fixed Rent, as adjusted, or other sum due hereunder from Tenant to Landlord will result in administrative expense to Landlord, the extent of which would be extremely difficult and economically impractical to ascertain, Tenant agrees that if Total Fixed Rent or any other payment due hereunder from Tenant remains unpaid for more than ten (10) days after said amount is due, such payment shall be increased monthly by a late charge payable by Tenant equal to five percent (5%) of the amount of the delinquent payment. The amount of the late charges for any month shall be computed on the aggregate amount of all delinquent payments, Including all accrued late charges, then outstanding. The provisions of this section in no way relieve Tenant of the obligation to make all required payments when due, nor do such provisions in any way affect Landlord's remedies under this Lease.

ARTICLE V – LANDLORD’S COVENANTS

5.1 LANDLORD’S COVENANTS DURING THE TERM

5.1.1 BUILDING SERVICES Custodial services for the premises shall be provided by the Tenant inside of all leased properties. Landscaping, trash removal, and any snow or debris removal are to be provided by the Tenant.

5.1.2 ADDITIONAL BUILDING SERVICES To furnish, through Landlord’s employees or independent contractors, reasonable additional Building operation services beyond those listed in Exhibit C upon reasonable advance request of Tenant at equitable rates from time to time established to be paid by Tenant.

5.1.3 REPAIRS Except as otherwise provided in Article VII, to make such repairs to the roof, exterior walls, floor slabs and common facilities of the building, as well as those repairs described in Exhibit C, as may be necessary to keep them in serviceable condition, such repairs to be made by Landlord within a reasonable time from Landlord’s receipt of notice of the need for such repairs.

5.1.4 QUIET ENJOYMENT That Landlord has the right to make this Lease and that Tenant on paying the rent and performing its obligations hereunder shall peacefully and quietly have, hold and enjoy the Premises throughout the term without any sign of hindrance or molestation from Landlord, or anyone aligning under Landlord, subject however to all the terms and provisions hereof.

5.1.5 INDEMNITY To defend, save harmless, and indemnify Tenant from my liability for injury, loss, accident or damage to any person or property and from any claims, notions, proceedings and expenses and cost in connection therewith (Including without limitation, reasonable counsel fees) (1) arising from the willful not, negligence or other misconduct of the Landlord, or (2) resulting from the failure of the Landlord to perform and discharge its covenants and obligations under this lease. Indemnification of the Tenant by the Landlord does not constitute a waiver of the Tenant’s governmental immunity in any respects under North Carolina law.

5.2 INTERRUPTIONS Landlord shall not be liable to Tenant for any compensation or reductions of rent by reason of inconvenience or annoyance or for loss of business arising from power losses or shortages or from the necessity of Landlord’s entering the Premises for any of the purposes authorized in this Lease, or for repairing the Premises or any portion of the building or lot. In case Landlord is prevented from making any repairs, alterations or improvements, or furnishing any service or performing any other covenant or duty to be performed on Landlord’s part, by reason of any cause reasonably beyond Landlord’s control, Landlord shall not be liable to Tenant, therefore. However, should the delay render the Premises Insufficient to serve its intended purpose, Tenant may terminate this lease in accordance with the provisions of this Lease.

Landlord reserves the right to cease any service or utility system, when necessary, by reason of accident or emergency or until necessary repairs have been completed. Except in case of emergency repairs, Landlord will give Tenant reasonable advance notice of any contemplated

stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant by reason thereof.

ARTICLE VI – TENANT’S COVENANTS

6.1 TENANT’S COVENANTS DURING THE TERM Tenant covenants during the Term and such further time as Tenant occupies any part of the Premises:

6.1.1 TENANT’S PAYMENTS To pay when due (a) all Base Rent and late charges, Inclusive of Tenant’s portion of the Taxes and Insurance as described in Section 1.1 (b) all charges by public utilities for telephone and other utility services (including service inspections therefor) rendered for the benefit of the Premises not otherwise required hereunder to be furnished by Landlord without additional charge and not consumed in connection with any services required to be furnished by Landlord without additional charge.

6.1.2 REPAIRS Except as otherwise provided in Article VII and Section 5.1.3, to keep the Premises in good order, repair and condition, reasonable wear and tear only excepted, Including repairs as described in Exhibit C-1, and at the expiration of termination of this Lease, peaceably to surrender the Premise and all changes and additions therein in as good order, repair and condition as they were when received, reasonable wear and tear only excepted, first removing all goods and effects of Tennant and any items, the removal of which is required by agreement or specified therein to be removed at Tenant’s election and which Tenant elects to remove, and repairing all damage caused by such removal and restoring the Premises and leaving them clean and neat, Landlord reserving the right to perform those acts upon Tenant’s failure to do so and to deduct all costs of performance from Tenant’s security Deposit. Tenant shall also be responsible for costs of repair of any damage to its common areas and or other parts of the building by Tenant and Tenant’s Agents, employees, and independent contractors, Landlord reserving the right to perform these acts and deducting all costs of performance from Tenant’s Security Deposit.

6.1.3 OCCUPANCY AND USE Continuously from the Commencement Date, to use and occupy the Premises only for the Permitted Uses, and not to Injure or deface the Premises, Building, or lot.

6.1.4 ASSIGNMENT AND SUBLETTING Not to assign this Lease nor, without the prior written consent of Landlord, to make or sublease, nor to permit occupancy of the Premises or any part thereof by anyone other than the Tenant voluntarily or by operation of law.

6.1.5 LANDLORD’S RIGHT OF ENTRY Tenant may, at its own expense, provide its own locks and security access system to the premises in their entirety or to portions of the Premises. Tenant need not furnish Landlord with a duplicate set of keys to such locks for Interior Offices, but upon the expiration or termination of the Lease, Tenant shall surrender all such keys to the Landlord. In light of the nature of the Tenant’s business, Landlord agrees and understands that all entry into the Premises must be with a Tenant escort. Landlord further agrees that certain areas that are listed “secured” and in use at the time of the visit, may not be accessible to the Landlord other than in an urgent and immediate situation.

6.1.6 TENANT'S PROPERTY Solely to assume the risk of loss of all furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by through or under Tenant, which may be on the Premises or elsewhere in the Building or on the lot, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leakage or bursting of water pipes, steam, pipes or other pipes, by theft, or from any other cause, to hold the Landlord harmless for the loss or damage thereto except in the event in the act, omission or negligence of the Landlord or its agents or contractors.

6.1.7 LABOR OF MATERIALMANS LIENS To pay promptly when due the entire cost of any work done on the Premises by Tenant or its agents, employee, or independent contractors, not to cause or permit any liens for labor or materials performed or furnished in connection therewith to attach to the Premises, and Immediately to discharge any such liens which may so attach.

6.1.8 CHANGES OR ADDITIONS Not to make any structural or permanent changes or additions to the Premises without Landlord's prior written consent, provided that Tenant shall reimburse Landlord for all reasonable costs incurred in reviewing Tenant's proposed changes or additions.

6.1.9 HOLDOVER To pay to Landlord on and one-half (1 ½) times the total of the Total Fixed Rent, as adjusted, then applicable for each month or portion thereof Tenant shall retain possession of the Premises or any part thereof after the termination of this Lease, whether by lapse of time or otherwise, The provisions of this subsection shall not operate as a waiver by Landlord of my rights or remedies provided in this Lease.

ARTICLE VII – CASUALTY AND TAKING

7.1 CASUALTY TO PREMISIS If the Premises are damaged by fire or other casualty, but are not rendered untenable for Tenant's business, either in whole or in part, Landlord shall cause such damage to be repaired without unreasonable delay and the Total Fixed Rent, as adjusted, shall not be abated or reduced. If by reason of such casualty, the Premises are rendered untenable, either in whole or in part, as determined by Landlord for the Permitted Uses, Landlord shall cause the damage to the Premises to be repaired or replaced without unreasonable delay, and, In the interim, the Total Fixed Rent, as adjusted, shall be proportionately reduced in the same ratio as the portion of the Premises which are rendered untenable bears to the Tenant's RSF. Any such abatement of rent shall not, however, create an extension of the Term; provided, however, If, by reason of such casualty, the Premises are rendered untenable in some material portion as determined by the Landlord and the amount of time required to repair the damage using due diligence is in excess of 60 days, then either party shall have the right to terminate this lease by giving written notice of termination within 30 days of casualty, and the Total Fixed Rent, as adjusted, shall abate as of the date of the casualty in the proportion to the portion of the Premises rendered untenable. Except as provided in this section, there shall be no obligation of the Landlord to rebuild or repair in case of Fire or other casualty and no termination under this section shall affect my rights as Landlord or Tenant hereunder because of prior default of the

other party. Tenant shall give Landlord immediate notice of fire or other casualty occurring in the Premises.

Notwithstanding the foregoing, if the cost of the restoration of the building exceeds the amount of proceeds received from the Landlord's Insurance payable because of the casualty, Landlord may elect to terminate this lease by giving written notice to the Tenant within fifteen (15) days after determining that such restoration cost will exceed insurance proceeds. In case of destruction to the Premises only, if Landlord elects to terminate the Lease, Tenant, within fifteen (15) days after receiving Landlord's notice to terminate, may elect to pay to Landlord, at the time Tenant notifies Landlord of its election, the difference between the amount of Insurance proceeds and the cost of restoration, in which case the Landlord shall restore the Premises. Landlord shall give Tenant satisfactory evidence that all sums contributed by Tenant as provided in this section have been expended by Landlord in paying the cost of Restoration. If Landlord elects to terminate this lease and Tenant does not elect to contribute toward the cost of the restoration as provided in this section, this Lease shall terminate as of the date Landlord elects to terminate this Lease, in which event rent paid for the unusable portion of the Premises since the date of destruction shall be refunded to the Tenant.

7.2 EMINENT DOMAIN

7.2.1 DEFINITIONS As used in this section 7.2: (a) "Condemnation" shall mean the (1) exercise of any governmental power, whether by legal proceedings or otherwise, by a Condemnor under a power of eminent domain or (2) a voluntary sale or transfer by Landlord to any Condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending; (b) "Date of Taking" shall mean the date the Condemnor acquires any interest or right in and to the Building and or the lot and or any improvements thereon; (c) "Award" shall mean all compensation, sums, or anything of value awarded, paid or received on a total or partial Condemnation; (d) "Condemnor" shall mean any public or Quasi-public authority, or private corporation or individual, having the power of Condemnation; and (e) "Taking" shall mean any acquisition by a Condemnor of any interest in and to the Building, the lot or improvements thereon by virtue of a Condemnation.

7.2.2 TOTAL TAKING If the Building and the lot are totally taken by Condemnation, this Lease shall terminate on the Date of Taking.

7.2.3 PARTIAL TAKING If any portion of the Premises is taken by Condemnation, this Lease shall remain in effect, except that either Landlord or Tenant may elect to terminate this Lease if 25% or more of the Tenant's RSF is taken or such Taking shall materially Impair the normal operation of the Premises or Tenant's business. If the parking area adjacent to the Building is taken by Condemnation, either Landlord or Tenant may elect to terminate this Lease immediately.

If either party elects to terminate this Lease pursuant to Section 7.2.3, then the party exercising such election shall give written notice to the other within 30 days after the nature and the extent of the Taking have been finally determined. The date of termination of the Lease under this election shall be the Date of the Taking. If either party does not elect to terminate this Lease

within the 30-day period, this Lease shall continue in full force and effect except that in the case of a partial Taking of the Premises, the Total Fixed Rent, as adjusted, shall be proportionately and equitably adjusted.

7.2.4 RESTORATION OF PREMISES If there is a partial Taking of the Premises, and neither party may elect to terminate this Lease pursuant to Section 7.2.3, then Landlord shall repair and restore the Premises to the best possible tenantable condition and the Total Fixed Rent, as adjusted, shall be proportionately and equitably adjusted. Any rent adjustment shall be based upon the extent to which the restoration Interferes with the Tenant's use of the Premises for its Permitted Uses.

7.2.5 AWARD All compensation awarded for any Taking shall be the property of the Landlord, whether such Award is for compensation for damages to Landlord's or Tenant's interest, and Tenant hereby assigns all of its Interest In any Award to Landlord; however, Landlord shall not have any interest In any separate Award made to the Tenant for loss of business, moving expense or the taking of Tenant's trade fixtures or equipment which shall be recoverable by Tenant from the Condemnor in a separate action. No claim made by the Tenant may diminish Landlord's Award.

7.2.6 TEMPORARY TAKING The Taking of the Premises or any part thereof by military or other public authority shall constitute a Taking of the Premises only when the use and occupancy by the Taking authority has continued for longer than 180 consecutive days. During the 180-day period, all provisions of this Lease shall remain in full force and effect, except that the Total Fixed Rent, as adjusted, shall be abated during such period of Taking based on the extent to which the Taking interferes with Tenant's use of Premises. Landlord shall be solely entitled to any Award that may be paid for the use and occupation of the Premises for the period involved as provided in Section 7.2.5.

ARTICLE VIII – RIGHTS OF MORTGAGEE

8.1 PRIORITY OF LEASE Landlord shall have the option to subordinate this Lease to any mortgagee or deed of trust or ground lease (the "Mortgage") on the lot or Building or both (the "Mortgaged Property"), provided that the holder thereof (the "Mortgagee") enters or indicates Its willingness to enter into an agreement with Tenant by the Terms of which the Mortgagee will agree to recognize the rights of the Tenant under this Lease and to accept Tenant as a tenant of the Premises under the terms and conditions of this Lease in the event of acquisition of title by such Mortgagee through foreclosure proceedings or otherwise and Tenant will agree to recognize the Mortgagee as Landlord in such event, which agreement shall be made to expressly bind and inure to the benefit of the successors and assigns of the Tenant and such Mortgagee and anyone purchasing the Mortgaged Property at any foreclosure sale. Unless Landlord exercises such an option, this Lease shall be superior to and shall not be subordinated to any Mortgage or other voluntary lien or other encumbrance on the mortgaged Property.

8.2 LIMITATION ON MORTGAGEE'S LIABILITY Upon entry and taking possession of the Mortgaged Property for any purpose other than foreclosure, the Mortgagee shall have all rights

of Landlord and, during the period of such possession, the duty to perform all Landlord's obligations hereunder. Except during such period of possession, no Mortgagee shall be liable, either as mortgagee or as holder of a collateral assignment of this Lease, to perform, or be liable in damages for failure to perform, any of the obligations of the Landlord unless and until such Mortgagee shall enter and take possession of the Mortgaged Property for the purpose of foreclosing a Mortgage. Upon entry for the purpose of foreclosing a Mortgage, such Mortgagee shall be liable to perform all of the obligations of Landlord, provided that a discontinuance of any foreclosure proceeding shall be deemed a conveyance under the provisions of Section 10.5 to the owner of the equity of the Mortgaged Property.

8.3 NO PREPAYMENT OF MODIFICATION ETC Neither Total fixed rent, as adjusted, nor any other charge shall be paid prior to the due dates thereof, and payments made in violation of this provision shall (except to the extent that such payments are actually received by a Mortgagee in possession or in the process of foreclosing its Mortgage) be a nullity as against such Mortgagee, and Tenant shall be liable for the amount of such payments to such Mortgagee. No assignment of this Lease and no agreement to make or accept any surrender, termination or cancelation of this Lease and no agreement to modify so as to reduce the rent, change the Term, or otherwise materially change the rights of the Landlord under this Lease, or to relieve Tenant of any obligations or liability under this Lease, shall be valid as against Mortgagee unless consented to in writing by Landlord's Mortgagees of record, if any, such consent not to be unreasonably withheld or delayed.

8.4 LIMITATIONS The obligation and limitations of this Article VIII shall not be applicable to Tenant unless it has been given written notice of the Mortgagee and its address.

ARTICLE IX – DEFAULT

9.1 DEFAULT If one or more of the following events shall occur and shall continue for such time after any required notice is given as hereinafter provided;

- (a) If Tenant shall fail to pay any rent or any other sum due hereunder when due in accordance with the terms of this Lease and such default shall continue for a period of ten (10) days after written notice to the Tenant thereof; provided Landlord shall have no obligations to give more than two (2) default notices in any one calendar year; or,
- (b) If Tenant shall vacate or abandon the Premises or fail to operate its business continuously and uninterruptedly herein and such default shall continue for a period of ten (10) days after written notice to Tenant thereof; or,
- (c) If Tenant shall fail to keep or perform or abide any other term, condition, covenant or agreement of this Lease now or hereafter in effect and such default shall continue for a period of fifteen (15) days after written notice to Tenant thereof; or,
- (d) If Landlord on three (3) or more occasions in any twelve (12) month period, gives notice to Tenant of Default under sub paragraphs above, notwithstanding Tenant's cure

of such noticed defaults within the allowable periods; such shall constitute a default (hereinafter called: Event(s) of Default”); or

(e) If Landlord shall fail to keep or perform or abide any other term, condition, covenant, or agreement set forth in this Lease now or hereafter in effect.

9.2 REMEDIES UPON DEFAULT Upon the occurrence of any Event of Default as set forth above, Landlord, with or without terminating this Lease, Immediately or at any time, thereafter, shall have the right, at its option, to utilize the following rights: Landlord may demand that the Tenant vacate the Premises. Tenant shall vacate the Premises and remove all its property thereon within thirty (30) days of Tenant’s receipt of such notice, whereupon Landlord shall have the right to re-enter and take possession of the Premises. In addition, thereto, Landlord, at its election, shall have and recover from Tenant a prorated amount of the Total Fixed Rent Due for the month of termination, covering the period of the Tenant’s normal occupancy of the Premises. Such election shall be made by the Landlord’s giving Tenant written notice thereof within thirty (30) days of the notice of termination.

Upon occurrence of any Event of Default by the Landlord as set forth above, Tenant may terminate this lease by providing to Landlord written notice of termination, said termination to be effective fifteen (15) days after written notice is provided. Landlord shall have no further right or claim to rent beyond the date of termination, the final rent being a prorated amount based on the date of termination.

All remedies provided for in this lease are cumulative and may, at the election of the Landlord or Tenant, be exercised alternatively, successively or in any other manner and are in addition to any other rights provided by law.

ARTICLE X – MISCELLANEOUS

10.1 TITLES The titles of the Articles and Sections are for convenience and are not to be considered in construing this Lease.

10.2 NOTICE OF LEASE Upon request of either party both parties shall execute and deliver, after the Term begins, a short form memorandum of this Lease in form appropriate for recording or registration, and if this Lease is terminated before the Term expires, and instrument in such form acknowledging the fact and date of termination.

10.3 RELOCATION Landlord reserves the right to ask the Tenant to relocate the Premises to comparable space within the building, if available, by giving Tenant prior written notice of such request to relocate. Landlord and Tenant must agree on the space to which the Premises are to be relocated, and the timing of such relocation. If Landlord and Tenant do so agree, then effective on the date of such relocation this Lease shall be amended by deleting the description of the original Premises and substituting therefore a description of such comparable space. If Landlord exercises its right to relocate, Landlord agrees to pay the actual and reasonable cost of moving Tenant to such other space within the building.

10.4 NOTICE No notice, approval, consent requested, or election required or permitted to be given or made pursuant to this Lease shall be effective unless the same is in writing. Communication shall be addressed, if to Landlord, at Landlord's address or at such other address as may have been specified by prior notice to the Tenant and, if to Tenant, at Tenant's Address or at such other place as may have been specified by prior notice to Landlord. Any communication so addressed shall be deemed duly served if mailed by registered or certified mail, return receipt requested. For any communication given to Landlord, then the same shall be given in each Instance to Landlord's Managing Agent at Managing Agents Address.

10.5 BIND AND INURE The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Landlord named herein, and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Whenever the Premises are owned by a trustee or trustees, the obligations of Landlord shall be binding upon Landlord's trust estate, but not upon any trustee, beneficiary, or shareholder of the trust individually.

10.6 NO SURRENDER The delivery of keys or other such tender of possession of the Premises to any employee of Landlord or to the agent or employee thereof shall not operate as a termination of this Lease or a surrender of the Premises.

10.7 NO WAIVER ETC The failure of Landlord or of Tenant to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of all or a portion of Total Fixed Rent, as adjusted, with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach by Landlord, unless such waiver be in writing signed by Landlord or Landlord's Representative. No consent or waiver, express or implied, by Landlord or Tenant to or of any breach of any agreement or duty shall be construed as a waiver or consent to or of any breach of the same or any other agreement or duty.

10.8 NO ACCORD AND SATISFACTION No acceptance by Landlord of a lesser sum than the Total Fixed Rent, as adjusted, late charges, and other sums then due shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as record and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

10.9 CUMULATIVE REMEDIES The specific remedies to which a party may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any breach or threatened breach of any provisions of this lease. In addition to the other remedies provided in this Lease, Landlord

shall be entitled to the restraint by injunction of the violation or attempted or threatened violation of any of the covenants, conditions, or provisions of this Lease or to a degree compelling specific performance of any such covenants, conditions, or provisions.

10.10 PARTIAL INVALIDITY If any term of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid and unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is Invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent of the law.

10.11 SIGNS Tenant may not erect, Install, or display any sign or advertising material upon the Premises, the walls thereof, or in any window therein, without the prior written consent of the Landlord, except as provided in Section 1.3.

10.12 LEASE REVIEW, DATE OF EXECUTION This Lease shall become effective as a contract only upon execution and delivery by both Landlord and Tenant. The date of execution shall be Inserted on the execution signature page of this Lease and shall be the date on which the last party signed the Lease, or as otherwise may be specifically agreed by both parties. Such date, once inserted, shall be established as the final date of ratification by all parties to this Lease, and shall be the date for use throughout this Lease as the “date of execution” or “execution date”.

10.13 AMENDMENT This Lease and all attachments and exhibits hereto contain the entire agreement between the parties, and no agreement, representation or inducement shall be effective to change, modify or terminate this Lease in whole or in part unless such agreement, representation or inducement is in writing and signed by both parties hereto.

10.14 FORCE MAJEURE Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

ARTICLE XI – SECURITY DEPOSIT

Landlord acknowledges receipt from Tenant of the Security Deposit to be held by Landlord, as Security, for and during the termination of this Lease provided there exists no breach of any undertaking or covenant of Tenant. The Security Deposit may be held by Landlord in such manner as it shall elect, and Landlord shall be entitled to any interest which accrues thereon. If all or any part of the Security Deposit is applied to an obligation of the Tenant hereunder; Tenant shall immediately upon request by Landlord restore the Security Deposit to its original amount. Tenant shall not have the right to call upon the Landlord to apply all or any part of the Security Deposit to cure any default or fulfill any obligation of Tenant, but such use shall be solely in the discretion of the Landlord. Upon any conveyance by Landlord of its interest under this Lease, the Security Deposit may be delivered by Landlord to Landlord’s grantee or transferee. Upon any such delivery and upon such grantee or transferee agreeing to assume the obligations of Landlord hereunder, Landlord shall thereupon be released of any and all liability with respect to

the Security Deposit, its application and return, and Tenant agrees to look solely to such grantee or transferees. Landlord acknowledges and agrees that upon termination of this Lease Landlord is obligated to return any and all portions of the Security Deposit to Tenant not otherwise applied in accordance with the provisions of this Article.

ARTICLE XII – NON APPROPRIATION

Notwithstanding any other provisions of this agreement, the Parties agree that payments due hereunder from the Tenant are from appropriations and monies from the Fayetteville City Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Tenant to pay the terms of this agreement for any fiscal year, this lease shall terminate immediately without further obligation of the City of Fayetteville.

ARTICLE XIII – MORALITY

If, in the sole opinion of the Tenant, at any time Landlord or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or more of the actions below, the Tenant may immediately upon written notice to Landlord, terminate this Lease, in addition to any other rights and remedies that the Tenant may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency;
4. denigrate individuals or groups in the community served by the Tenant;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the Tenant’s finances, public standing, image, or reputation;
7. is embarrassing or offensive to the Tenant or may reflect unfavorably on the Tenant;
8. is derogatory or offensive to one or more employee(s) or customer(s) of the Tenant.

ARTICLE XIV – TERMINATION

Upon thirty (30) calendar days’ written notice to the Landlord, the Tenant may, without cause and without prejudice to any other right or remedy legally available to the Tenant, terminate this lease. Upon such notice, unless otherwise stated or agreed upon, the effective date of termination shall automatically occur thirty (30) days after the written notice is sent by the Tenant.

ARTICLE XV – E-VERIFY

Landlord acknowledges that “E-Verify” is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Landlord further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work

authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Landlord pledges, attests, and warrants through execution of this agreement that Landlord complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that any subcontractors, sublessees, or others currently employed by or subsequently hired by Landlord shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this agreement.

ARTICLE XVI – COMPLIANCE WITH LAWS

The parties agree to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City, and other units of local government.

ARTICLE XVII – GOVERNING LAW, VENUE AND FORUM

This lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. The Parties agree if litigation is brought in connection with this lease and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree the appropriate venue shall be in Cumberland County (Fourteenth Judicial District); or (2) the litigation proceeds in the federal court, the Parties agree the appropriate venue shall be the United States District Court for the Eastern District of North Carolina.

ARTICLE XVIII – SEVERABILITY

The Parties agree that if any provisions of this Lease shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform with the purposes of this Lease and the requirements of applicable law.

ARTICLE XIX – DIVESTMENT OF COMPANIES BOYCOTTING ISRAEL OR INVESTING IN IRAN CERTIFICATION

Landlord certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as “FD Lists”); and (iii) it will not take any action causing it to appear on the Treasurer’s FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, Landlord further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the Tenant for any and all damages, costs and attorneys’ fees incurred by the Tenant in connection with any claim that this Agreement or any part thereof is void due to Landlord appearing on the Treasurer’s FD Lists at any time before or during the term of this Agreement.

EXECUTED as a signed Instrument in two or more counterparts on the day and year written below,

Landlord:

Hamann Investments, LLC

By: _____

Its: Member Manager

Execution Date _____, 2024

Tenant:

City of Fayetteville

By: _____

Douglas J. Hewett, ICMA-CM, City Manager

ATTEST:

Pamela Megill, City Clerk

APPROVED AS TO FORM:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Joshua E. Hall, Assistant City Attorney

Chief Financial Officer

Execution Date _____, 2024

EXHIBIT A

Description: Being all or a portion of Parcel #0407-50-4831 more particularly in a Deed to Hamann Investments, LLC, recorded in Book 8779, Page 648, Cumberland County Registry.

Improvements: As described in this Lease and Exhibits

Address: 6147 Raeford Road, Fayetteville, NC 28304

TENANT INITIAL _____

LANDLORD INITIAL _____

EXHIBIT B – 6147 Raeford Road Leased Areas



EXHIBIT C – LANDLORD RESPONSIBILITIES

Landlord shall be responsible for the following maintenance and repairs.

- 1.) Any repairs or maintenance associated with the roof.
- 2.) All plumbing lines and pipes, including the water heater and all internal valves, except in the event of damage that is caused by or is the fault of the Tenant.
- 3.) The HVAC system and components, except for air filter replacement quarterly or before as needed.
- 4.) Electrical Distribution system and components to include replacement of any faulty fixtures or ballasts.
- 5.) Any failure of overhead doors, except for ordinary wear and tear or damage caused by the Tenant.
- 6.) Any failure of the flooring, except for normal wear and tear or damage caused by the Tenant.
- 7.) Failures, cracks, or potholes occurring in the parking lot.

TENANT INITIAL _____

LANDLORD INITIAL _____

EXHIBIT C-1 – TENANT RESPONSIBILITIES

Tenant shall be responsible for the following maintenance and repairs.

- 1.) Ordinary wear and tear throughout the Premises.
- 2.) Replacement of HVAC filters quarterly or as needed.
- 3.) Normal wear and tear associated with any of the overhead doors.
- 4.) Cleaning of the parking lot utilized by the Tenant with the exception of structural repair or paving.
- 5.) Normal wear and tear associated with the carpet and flooring.
- 6.) Replacement of light bulbs as needed.
- 7.) Maintenance of security gate providing access from Lunar Drive
- 8.) Custodial Services for the Premises.
- 9.) Garbage Disposal and Removal from the Premises, Including providing an outdoor dumpster.
- 10.) Yard Maintenance including mowing and trimming around the Premises as needed by season.

TENANT INITIAL _____

LANDLORD INITIAL _____

A RESOLUTION AUTHORIZING THE LEASE AGREEMENT FOR THE CROSS CREEK DISTRICT OFFICE OF THE POLICE DEPARTMENT LOCATED AT 6147 RAEFORD ROAD

WHEREAS, Hamann Investments, LLC owns property being designated as the 6147 Raeford Road;

AND WHEREAS, The City of Fayetteville would like to lease a space for the Cross Creek District Office of the Police Department for a term of five years beginning July 1, 2024; and

WHEREAS, the agreed amount of rent shall be \$82,857.36 annually with a 2% increase each year thereafter; and

WHEREAS, the City of Fayetteville has had a previous Lease Agreement at this location for the past ten years with the above-mentioned limited liability company and desires to continue the longstanding relationship; and

NOW THEREFORE, BE IT RESOLVED on behalf of the people of Fayetteville, the City Council declares that the City Manager is authorized to execute all necessary documents to move forward with the execution of the above described leases at the authorization and direction of City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, NORTH CAROLINA, on this, the 28th day of May, 2024; such meeting was held in compliance with the Open Meetings Act, at which meeting a quorum was present and voting.

CITY OF FAYETTEVILLE

(SEAL)

By: _____
MITCH COLVIN, Mayor

ATTEST:

PAMELA MEGILL, City Clerk



City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 24-4062

Agenda Date: 6/3/2024

Version: 1

Status: Agenda Ready

In Control: City Council Work Session

File Type: Other Items of
Business

Agenda Number: 5.03

TO: Mayor and Members of City Council

THRU: Kelly Olivera, Assistant City Manager

FROM: Christopher Cauley, MPA, Economic and Community Development
Director

DATE: June 3, 2024

RE:

Empowering Community Safety Micro-Grant Program Close Out Report

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

GOAL I: The City of Fayetteville will be a safe and secure community.

1.3: To ensure low incidents of property and violent crime.

1.4: To engage citizens in community watch and safety events.

GOAL IV: The City of Fayetteville will be a highly desirable place to live, work and
recreate.

4.5: To ensure a place for people to live in great neighborhoods

GOAL VI: The City of Fayetteville will continue to have a collaborative citizen and
business engagement base.

6.3: To inform and educate about local government by enhancing public outreach
and increasing community dialog, collaboration, and empowerment.

Executive Summary:

The Economic and Community Development department (ECD) through a community-based review committee has provided micro-grants to organizations to fund, inspire, and boost community crime reduction activities. Grant awards are limited to the areas of the City that have high or recent spikes in violent crime. The program offered local groups and non-profits micro-grant opportunities, coupled with capacity-building

training, to reduce crime and build community capacity. The micro-grant program operated for 24 months, and consisted of four grant cycles of six months each. During the fourth and final cycle, an emphasis was placed on the funding of video doorbell cameras. Over the course of the four funding cycles, the program funded 63 agencies and made 96 awards totaling \$225,600.

Background:

In the fall of 2021, the Police Chief proposed a series of crime reduction strategies. The Fayetteville Police Department and the Economic and Community Development Department, under guidance from the City Manager's Office, benchmarked other programs and reviewed best practices to develop a program that would improve communities while building capacity within the community for organizations to become nonprofits. Subsequently, City Council appropriated \$250,000 to fund the Empowering Community Safety Micro-Grant program for two years consisting of four funding cycles.

The purpose of the Empowering Community Safety Micro-Grant initiative was to empower, encourage, and engage community members to create activities that promote crime reduction in Fayetteville. The program's focus was to fund these efforts while investing in and creating sustainable local nonprofits. The initial goal was to award City residents, groups, or organizations funds that would be used for grass-roots efforts within redevelopment areas or communities with a recent spike in violent crime.

Issues/Analysis:

Throughout the two-year program the six major themes included: Addressing Upward Mobility, Community Crime Prevention, Conflict Resolution and Mediation, Family Stability, Implicit Bias and Diversity, and Opportunities for Youth/Parents/Families. Funding was allocated to each theme based on the merit of the application and can be seen in the table below.

Major Themes	Grant Amounts	# of Grants
Addressing Upward Mobility	\$12,000	6
Community Crime Prevention	68,500	28
Conflict Resolution and Mediation	29,500	11
Family Stability	12,000	5
Implicit Bias and Diversity	6,500	3
Opportunities for Youth/Parents/Families	97,100	43
Total	\$225,600	96

The program was designed to fund different organizations that typically do not receive funding from the government because of audit requirements. However, the small sums of funding allocated to each awardee enabled the City to fund six different types of grant recipients including: Churches, Temples, or Mosques, Civic Associations, Community Groups, Community Watch, Individuals, and Non-Profit Organizations. Funding was allocated to each theme based on their application and can be seen in the table below.

Types of Organizations	Grant Amounts	# of Grants
-------------------------------	----------------------	--------------------

Churches, Temples, or Mosques	\$12,000	5
Civic Associations	7,500	5
Community Group	40,600	21
Community Watch	39,500	18
Individuals	76,000	37
Non-Profit Organizations	50,000	10
Grand Total	\$225,600	96

In the fourth and final cycle, City Council directed staff to include doorbell cameras, specifically to senior citizens. All nine of the programs and projects requesting doorbell cameras were funded, totaling \$27,000, including four community watch groups, three organizations, and two individuals. As a result, 39 doorbell cameras were installed, 52 dawn-to-dusk socket sensors were purchased and provided to community members and 144 dawn-to-dusk light bulbs were obtained and distributed.

The City invested \$29,616 from the allocated \$250,000 program budget to Nonprofit Capacity-Building Workshops through FTCC's Center for Innovation, Entrepreneurship & Small Business. Over the duration of the four cycles, there were a total of 12 two-hour workshops that informed awardees on several components involved in establishing, strengthening, and maintaining effective nonprofits. The workshops were designed to inform participants on "How to Start a Nonprofit", "How to Operate a Nonprofit" and "Finding and Writing Grants". The courses were facilitated by subject matter experts within the local nonprofit sector.

Of the agencies funded, 65% reported that the capacity-building workshops helped them form partnerships with other outside agencies and fellow program participants. During the program, seven agencies received their nonprofit certification and 60% of the remaining agencies said that the classes will lead to the formation of a nonprofit. Some of the participants stated that adding an additional workshop if approved for future funding would enhance the capacity of the workshops and that one-on-one sessions would further improve the effectiveness of the workshops. Several of the awardees suggested that they benefited from the in-person class options to increase relationship building.

The program awarded three different amounts of funding based on the experience and legal status of the applicant. These amounts were divided into three tiers and the amount of funding awarded for each cycle and each tier can be seen below:

Tier and Amount	Cycle 1	Cycle 2	Cycle 3	Cycle 4	Grand Total
Tier One - up to \$1,500	\$39,100	\$12,000	\$9,000	\$18,000	\$78,100
Tier Two - up to \$2,500	0	26,500	11,500	6,500	44,500
Tier Three - up to \$5,000	\$10,000	21,500	35,000	36,500	103,000
Total	\$49,100	\$60,000	\$55,500	\$61,000	\$225,600

Multiple micro-grant recipients have been awarded funding through other Federal, State, and Local grant programs as well as fundraising due to initial efforts resourced by the micro grant program. Although other limited resources are available, there is a need for funding as 20,237 residents have participated in programs offered through the initiative.

Through this program, positive behaviors have been nurtured, homeowners and residents have been able to create a sense of security, communities across the City have received financial literacy, conflict resolution, healthcare, and educational resources and grassroots nonprofits have been formed to increase community crime prevention. The 63 awardees funded through the program have stated that if it were not for the funding opportunity, they would otherwise not be able to provide necessary resources.

Budget Impact:

This program was funded with a one-time fund balance appropriation in the amount of \$250,000 in Fiscal Year 2023 and has expended all funds within the budgeted four rounds. Due to the nature of the program, current Federal Funding is unlikely due to its inability to meet Uniform Administrative Requirements under the Code of Federal Regulations found at 2 CFR 200. While this program was viewed as financially risky when considering the advancement of funds and inability to guarantee recapture of funds, all funds awarded were accounted for by program participants and ECD staff.

Options:

This report is for information only.

Recommended Action:

This report is for information only.

Attachments:

Community Safety Microgrant Report 5.21.24

Community Safety Microgrant Funding Across All Four Cycles

Sum of Grant Amount	Cycle				
Organization name	Cycle 1	Cycle 2	Cycle 3	Cycle 4	Grand Total
71st Classical Gentlemen of Distinction - Declined Funding	\$ 1,500				\$ 1,500
Act Like A Lady Mentoring Program		\$ 1,500		\$ 2,500	\$ 4,000
Christopher S. Cash American Legion Post 525				\$ 1,500	\$ 1,500
Cottonade Community Watch Association			\$ 1,500	\$ 2,500	\$ 4,000
Creek 4 Kids Community Outreach Group	\$ 1,500				\$ 1,500
Cumberland County Beekeepers Association				\$ 1,500	\$ 1,500
CUT MY CITY			\$ 1,500		\$ 1,500
Dancing Without Sin® Fitness LLC			\$ 1,500		\$ 1,500
DBHS Regiment Band			\$ 1,500		\$ 1,500
DCR Community Recovery Restore Team		\$ 1,500			\$ 1,500
Diamond Xtreme Allstars - Declined Funding	\$ 1,500				\$ 1,500
Dr. Latoya Parker- INNERGY Education		\$ 1,500	\$ 2,500	\$ 5,000	\$ 9,000
Drumzup Gunzdown				\$ 1,500	\$ 1,500
EB LYFE	\$ 1,500	\$ 2,500			\$ 4,000
ExtremeSkate Community Park				\$ 1,500	\$ 1,500
FACTS: Financial Awareness Counseling & Teaching Services			\$ 2,500	\$ 5,000	\$ 7,500
Fayetteville Parenting Classes - Declined Funding			\$ 1,500		\$ 1,500
Fayetteville-Raeform CARES Mentoring Movement	\$ 5,000	\$ 5,000			\$ 10,000
Fontashia Johnson		\$ 1,500			\$ 1,500
Future Endeavors Life Program	\$ 1,500	\$ 2,500	\$ 5,000		\$ 9,000
Girl Power		\$ 1,500			\$ 1,500
Greater Life of Fayetteville (GLOF)	\$ 1,500	\$ 5,000			\$ 6,500
Green House Project CDC Inc.	\$ 1,500	\$ 2,500	\$ 5,000	\$ 5,000	\$ 14,000
Helping Single Mother's		\$ 1,500			\$ 1,500
Hollywood Heights	\$ 1,000				\$ 1,000
Jai6 Youth Foundation	\$ 1,000	\$ 2,500	\$ 5,000		\$ 8,500
Janie Mack James				\$ 1,500	\$ 1,500
Jehovah Jireh Christian Church and Outreach Center				\$ 1,500	\$ 1,500
Joshua Campbell	\$ 1,000				\$ 1,000
Kia Love-The Kia Love Project		\$ 1,500			\$ 1,500
Kingdom Living Global Ministries		\$ 1,500			\$ 1,500
Kings Grant Homeowners Association				\$ 1,500	\$ 1,500
LIAM Outreach and Community Support			\$ 5,000	\$ 5,000	\$ 10,000
Life Changing Mentoring, INC.		\$ 1,500			\$ 1,500
M.E.N- Mentoring, Empowerment, Networking	\$ 1,500				\$ 1,500
Massey Hill Community Watch	\$ 1,500			\$ 1,500	\$ 3,000
Mattye B. Collins Temple #1351	\$ 1,000	\$ 2,500			\$ 3,500
Miracle Movement Ministries, Inc				\$ 5,000	\$ 5,000
Montclair Cares Neighborhood Advocacy Group: McNAG	\$ 1,500				\$ 1,500
Moore Street Foundation	\$ 1,500				\$ 1,500
Moving to Extraordinary	\$ 1,500	\$ 5,000			\$ 6,500
My Future is Brite Leadership Program	\$ 1,100	\$ 2,500	\$ 5,000	\$ 1,500	\$ 10,100
New Ponderosa Communtiy Association	\$ 1,000				\$ 1,000
Power Forward Neighborhood Youth Group			\$ 1,500	\$ 1,500	\$ 3,000
R.O.O.T.S Mentoring			\$ 5,000	\$ 5,000	\$ 10,000
Rhonda's Rainbow of Dance	\$ 1,500	\$ 2,500			\$ 4,000
Russell Community Development				\$ 1,500	\$ 1,500
Stop bullying stage production "lost Dreams"	\$ 1,000				\$ 1,000
Stop, Listen, Learn Project	\$ 1,500				\$ 1,500
Tera Gardens Apartments	\$ 1,000		\$ 2,500		\$ 3,500
The Jr Artist Program				\$ 1,500	\$ 1,500

Community Safety Microgrant Funding Across All Four Cycles

Sum of Grant Amount	Cycle				
Organization name	Cycle 1	Cycle 2	Cycle 3	Cycle 4	Grand Total
The Love Project			\$ 1,500		\$ 1,500
The Pedestal	\$ 1,500	\$ 2,500			\$ 4,000
The Two-Six Project		\$ 5,000			\$ 5,000
Thre Group Theory, Inc. - PROOVE	\$ 5,000				\$ 5,000
Three Colonies Community Watch	\$ 1,500				\$ 1,500
Tuyet Sykes				\$ 1,500	\$ 1,500
U&I Youth Development Program/ Helena McAllister	\$ 1,500				\$ 1,500
United Ministries in Christ Church	\$ 1,500	\$ 2,500	\$ 5,000		\$ 9,000
Walking By Faith Academy	\$ 1,000				\$ 1,000
YDIG Youth Diverse Intervention Group (Heal The Ville)	\$ 1,500				\$ 1,500
Zenaida Cranford Mentor Mentee Mentorship Program	\$ 1,500	\$ 2,500		\$ 1,500	\$ 5,500
Seabrook/Broadell Neighborhood Community Watch		\$ 1,500	\$ 2,500	\$ 5,000	\$ 9,000
Grand Total	\$ 49,100	\$ 60,000	\$ 55,500	\$ 61,000	\$ 225,600



City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 24-4064

Agenda Date: 6/3/2024

Version: 1

Status: Agenda Ready

In Control: City Council Work Session

File Type: Other Items of
Business

Agenda Number: 5.04

TO: Mayor and Members of City Council

THRU: Adam Lindsay, Assistant City Manager
Jeff Yates, Assistant City Manager

FROM: Sheila Thomas-Ambat, PE, CCM, CFM, Public Services Director
Brian McGill, PE, PTOE, City Traffic Engineer

DATE: June 3, 2024

RE:

Fayetteville Downtown Parking

COUNCIL DISTRICT(S):

District 2

Relationship To Strategic Plan:

Goal II: Be a responsive city government supporting a diverse and viable economy.

Goal IV: Be a highly desirable place to live, work, and recreate.

Goal VI: Have a collaborative citizen and business engagement base.

Executive Summary:

Council has requested staff review information surrounding the City's parking program related to operations between the hours of 5:00 PM and 7:00 PM. Using values from the 2023 calendar year, approximately 19% of daily parking transactions occurred between 5:00 PM and 7:00 PM, amounting to a total of \$30,438.55 in payments based on information provided by the parking enforcement consultant. For just the Fiscal Year 2023 period, the total functional revenue was enough to fund the contract services for parking operations, but not debt services. Budget and finance numbers from previous fiscal years indicate that the parking program operates in a deficit and requires subsidization from the general fund for debt servicing. This is more readily apparent in the attached documentation of this administrative report. Finally, the Franklin Street Parking Deck observed 9,091 parking transactions in the 2023 calendar year and collected \$22,166.00 in parking fees. A more detailed breakout of the 2023 operations of the Franklin Parking

Deck is attached to this administrative report.

Background:

It is staff's understanding that Council has expressed interest in the possibility of revising the termination of paid parking from 7:00 PM to 5:00 PM. It is also staff's understanding that Council has requested the finances surrounding the Franklin Street Deck for the Fiscal Years of 2020, 2021, and 2022. This administrative report discusses a summary of parking operations between 5:00 PM and 7:00 PM, as well as the Franklin Street Parking Deck financial health.

Paid Parking Hours: As of May 2, 2022, the current hours of enforcement for paid parking are Monday through Friday, 9:00 AM to 7:00 PM. Paid parking is not enforced overnight, or during the weekends. We do enforce parking during special events, which have special event rates. These special event rates do not apply to on-street parking. Our parking enforcement consultant, Reimagined Parking, provided staff with calendar year 2023 data related to operations for Franklin Street Deck, Hay Street Deck, and On-Street Parking Operations. This data is summarized below for calendar year 2023.

- Of the over 86,000 vehicles that paid for parking between on-street and both parking decks in calendar year 2023, over 16,800 vehicles (approximately 19%) of parking transactions occurred between 5:00 PM and 7:00 PM, amounting to \$30,438.55 in total payments.
- Of the 75,326 on-street parking payments, 15,139 (20%) were made between 5:00 PM and 7:00 PM, amounting to \$25,724.55 in total payments.
- Franklin Street Deck had 9,091 parking transactions during the calendar year of 2023, with 1,322 (15%) made between 5:00 PM and 7:00 PM, amounting to \$3,275.00 in total payments.
- Hay Street Deck had a total of 2,205 parking transactions made, with 389 (18%) made between 5:00 PM and 7:00 PM, amounting to \$1,439.00 in total payments.

Based on financial information provided by the budget department, current parking fees and penalties do not support both operations and debt for all parking services. For just Fiscal Year 2023, the finances surrounding the parking program was as follows:

- Total Functional Revenue: \$720,494
 - Parking Fee Income: \$552,044
 - Parking Violations: \$122,783
- Total Downtown Parking: \$794,366
 - Total Contract Services: \$554,062

Paid parking has many benefits that may not be apparent to opponents of the practice. The two largest reasons to support paid parking enforcement is to support customer turnover for businesses, and to better support the funding and finance of infrastructure.

When parking is free, vehicles can park in prime locations that would benefit high-turnover businesses, such as a restaurant, which can lead to fewer customers overall frequenting

an establishment. Staff understand that there is an argument to be made that having any paid parking is a discouragement to customers when compared to free parking. Practice has shown that paid parking provides an incentive for customers to conduct and conclude their business in the often-limited space of downtown eateries and shops, and make the space available for new patrons and future customers to utilize.

The financial health and funding of infrastructure throughout our City is often challenged. The need is great, however the funding opportunities are limited. While the maintenance of parking facilities and on-street parking is a goal to make Fayetteville a more desirable place to live, work, and recreate, many think these spaces should be “Free Parking” as they have “already paid for them through taxes”. While many parking spaces may be paid for as part of larger roadway projects, or development projects, having a usage fee shifts the financial burden away from the City and towards the users. The taxes that the City collects can be more heavily distributed towards more pressing needs, as the parking fees collected can be focused on maintenance and operations of the facilities.

The hours of parking enforcement were previously reduced in 2022 from 9:00 PM to 7:00 PM. Should the hours of parking enforcement be reduced further, it can be expected that the City would have to provide greater subsidization of parking operations through the general fund, and that the fees collected may not be enough to support operations.

Franklin Street Parking Deck: The Franklin Street Deck funding and development agreement is attached in support of this administrative report. The debt for this parking deck is scheduled to be paid off in August of 2025. A more detailed breakdown of expenditures surrounding the Franklin Street Deck is attached, with a summary as follows:

- Fiscal Year 2021
 - Total Income: \$63,786
 - Total Expenditure: \$188,294
- Fiscal Year 2022
 - Total Income: \$72,626
 - Total Expenditure: \$153,605
- Fiscal Year 2023
 - Total Income: \$46,100
 - Total Expenditure: \$147,781
- Fiscal Year 2024 [Projected]
 - Total Income: \$56,000
 - Total Expenditure: \$235,159

Financial information for Fiscal Year 2020 is not available at this time from the budget and finance department. Based on the information provided by the parking enforcement consultant for the calendar year of 2023, the Franklin Street Deck observed 9,091 parking transactions. These transactions collected a total of \$22,166.00 in parking fees. For a more detailed breakdown of operations, please see the “Franklin Street Parking Deck 2023 Metrics” attachment.

Issues/Analysis:

N/A

Budget Impact:

N/A

Options:

N/A

Recommended Action:

N/A

Attachments:

Franklin Street Parking Deck Funding and Development Agreement
Parking Fund Activity
Franklin Street Parking Deck 2023 Metrics
Fayetteville Downtown Parking Presentation

**INTERLOCAL AGREEMENT BETWEEN THE CITY
OF FAYETTEVILLE, CUMBERLAND COUNTY, AND
FAYETTEVILLE PUBLIC WORKS COMMISSION
RELATED TO THE FUNDING AND DEVELOPMENT
OF THE FRANKLIN STREET PARKING GARAGE**

THIS INTERLOCAL AGREEMENT is entered into between the CITY OF FAYETTEVILLE, Cumberland County, North Carolina, ("City"), CUMBERLAND COUNTY, North Carolina, ("County") and the PUBLIC WORKS COMMISSION OF THE CITY OF FAYETTEVILLE, ("PWC") for the purpose of developing and financing the Franklin Street Parking Garage adjacent to the Robert C. Williams Building and to provide for future partnerships in providing rural water service to unincorporated portions of Cumberland County.

WITNESSETH:

WHEREAS; both Fayetteville and Cumberland County benefit from economic activity and increased property values in the downtown area;

WHEREAS; the City has conducted studies which conclude that development and commercial activity in the downtown area of Fayetteville has been hampered due to an insufficient inventory of public parking;

WHEREAS; PWC developed the Robert C. Williams Building ("RCW Building") on Hay Street and is in the process of marketing that building for sale;

WHEREAS; the RCW Building is located in the core downtown area and does not have sufficient parking for its customers and tenants;

WHEREAS; the construction of the Franklin Street Parking Garage with a capacity of approximately 300 spaces will increase the value of the RCW Building and promote economic activity, development and redevelopment in the downtown, and thereby enhance property value growth in the Municipal Service District of downtown and will benefit all parties;

WHEREAS; the County has an interest in making rural water service available throughout the County; and

WHEREAS; PWC currently has the capacity to treat and provide potable water and the expertise to serve utility operations.

NOW THEREFORE; the Parties agree as follows:

1. **Franklin Street Parking Garage** – The Parties agree to the following regarding the construction of a parking garage on the City’s lot adjacent to the RCW Building.

1.1. Project Funding

- 1.1.1. **Cash Contribution** – PWC will provide an equity investment of one million five hundred thousand (\$1,500,000) contributed as follows:

- 1.1.1.1. Reimbursement to the Fayetteville Cumberland County Chamber of Commerce of costs incurred in initial and schematic design of the project;
- 1.1.1.2. Reimbursement to the City for all design and construction management related costs; and
- 1.1.1.3. Reimbursement to the City for construction cost payments upon receipt of construction progress billing documentation and reimbursement requests from the City up to the unexpended Cash Contribution amount.

- 1.1.2. **Debt Financing** – The City will take the lead in securing financing sufficient to support construction of the project utilizing either ARRA Economic Development Bond program financing or tax exempt debt financing.

- 1.1.3. **Debt Repayment** – PWC will contribute five hundred thousand (\$500,000) to reimburse the City for initial debt payments when they become due. The City will contribute twenty five thousand (\$25,000) annually from Municipal Service District (“MSD”) revenue beginning in FY 2012 to the Debt Repayment Fund, established by the City. Beginning in FY 2012, the City’s MSD contribution will also include the cumulative amount of growth in the MSD revenue collections over the FY 2011 base year. The remaining debt will be repaid through a Synthetic Tax Increment Financing (“TIF”) as follows:

- 1.1.3.1. The City and the County agree to pay into the Debt Repayment Fund tax revenue from the cumulative amount of growth in current year ad valorem tax collections from properties within the MSD beginning in FY 2012 over the FY 2011 base year until such time as the Debt Repayment Fund is sufficient to fully repay the debt incurred to construct the garage.

1.1.3.2. Basis – The current year ad valorem tax revenue collected from properties within the increment area (the MSD) for the FY 2011 fiscal year shall be the Basis of the tax increment calculation.

1.1.3.3. TIF Contribution – Beginning in FY 2012, the City and County shall contribute to the Debt Repayment Fund quarterly any increase in ad valorem tax revenue collected between the Basis and collections during that quarter.

1.2. Project Development – The parking garage shall be developed with specific characteristics and conditions as follows:

1.2.1. **Design** – The parking garage will be designed and constructed to tie into the RCW Building on an upper level as determined most feasible by the architect. The parking garage, including access control, will be designed to allow clear identification of a number of parking spaces reserved to the RCW Building consistent with the equity payment made by PWC and debt issuance restrictions. The parking garage will be designed to minimize its impact on the function of the drive through at the RCW Building and the existing capacity of that facility will be maintained. PWC's approval of the final design of tie in connections must be obtained prior to bidding the project. All costs of completing designed connections will be included in the project.

1.2.2. **Construction** – The City will manage the construction of the parking garage including any service contracts necessary to accomplish that work. Existing parking resources available to the RCW Building will be maintained during construction through the dedication of temporary off-site parking facilities provided under the same terms as displaced parking. Every reasonable effort will be made to minimize the extent and duration of any impact of construction on the functioning of the drive through that serves the RCW Building. The drive through will not be closed during the business hours of the tenant operating the drive through window without prior consent thereof.

1.3. Project Operation – The City shall operate the parking garage exercising complete control and responsibility for establishing all policies and procedures necessary to operate and maintain the garage with the following restrictions and contributions:

1.3.1. **Capacity Reservation** – A portion of the parking garage's capacity will be reserved for use by tenants of the RCW Building as follows:

1.3.1.1. Number of Spaces – The capacity to be reserved will be calculated based upon the equity payment provided by PWC; that is the percentage of parking capacity equal to the percentage of the equity payment to the total cost of constructing the parking garage including all design costs. Further, an additional reservation from the remaining, debt financed capacity up to 10 percent will be reserved with the purpose of getting as close to 100 spaces reserved as permissible under debt issuance restrictions and as practicable based upon the design of the structure including circulation and access control points. Additionally, the City will continue to make available the 50 permitted spaces in the parking lot across Franklin Street for the employees of the tenants of the RCW Building, such arrangement consistent with the current use of said parking lot.

1.3.1.2. Location – The spaces reserved will be located at the top of the structure in a manner designed to allow their use to be separately controlled through the use of automated access equipment, or as otherwise agreed to by PWC and the City.

1.3.1.3. Timing – Any spaces reserved for the use of the RCW Building under this agreement will be open to the public for general use on the same terms and conditions as the other spaces in the garage between 6:00 p.m. and 7:00 a.m. Monday through Friday and at all times on Saturday, Sunday, and holidays as established by the City.

1.3.1.4. Operations and Maintenance Cost Contribution – In order to maintain this reservation, PWC or subsequent owner of the RCW Building must reimburse the City quarterly for a proportion of the operation and maintenance costs of the parking garage, including any identified capital reserve amount for reconditioning or major repairs, in proportion to the total percentage of the spaces in the garage reserved for use by the RCW Building.

1.3.1.5. Term – The reservations provided for in Section 1.3.1 shall extend for a period of twenty five (25) years from the date a certificate of occupancy is

provided for the parking structure unless earlier terminated by the failure to comply with Section 1.3.1.4., another material term of this agreement, or by agreement of the parties.

1.3.2. **Operational Revenue** – All revenue from fees charged for parking or other use of the parking garage or other facilities owned by the City will accrue solely to the City.

2. **County Rural Water Service Development** – The County desires to provide rural water service to certain unincorporated areas of the County currently without service. PWC agrees to sell water to the County for this rural water service and to provide other services pertaining to the operation and maintenance of the County's rural water system pursuant to the service delivery options and other terms set forth in this agreement.

2.1. **Rural Water Districts** – The rural water systems to be served by PWC water have been or may be established by the County as water districts, water and sewer districts, County-owned systems, or by any other method authorized by the North Carolina General Statutes and shall be referred to collectively as the "County Water System" in this agreement.

2.2. **Rural Water Standards** – All distribution systems to be developed in the County Water System shall be developed to USDA-RD rural water system standards, whether or not such standards comply with the standards established by PWC from time to time.

2.3. **Cost of Development** – PWC shall not incur any obligation to share in any portion of the costs of developing the County Water System. All costs, including the cost of any distribution lines to deliver the water to any established water districts shall be the responsibility of the County.

2.4. **Ownership of Assets** – The County shall own all the assets of the County Water System.

2.5. **Service Delivery Options** – PWC shall provide the water and services in accordance with the service delivery options identified as Options 1, 1A, 2 and 3 in Attachment A to this agreement. At the time any such water service is developed, the County shall elect either option as the service delivery method it chooses to provide service in any component system in the County Water System. The County may choose different options for different component systems.

- 2.6. **Capacity Limitation** – PWC shall have no obligation to provide service to any component system of the County Water System when the cumulative addition of the peak demand in the component system of the County Water System with all other customer peak demand exceeds 80 percent of its treatment capacity at the time such request for County service is made.
- 2.7. **Contaminated Water** – PWC will extend service into areas identified by the County as suffering from contaminated water as long as the capital investment to be paid by PWC as part of the extension can be recovered within twelve (12) years of project completion through rates established by PWC, County contribution, property owner contribution, County property assessments, grants, or combinations thereof. “Contaminated” as used herein shall mean found to be unfit for human consumption by a governmental agency applying published regulatory standards. The service extended under this paragraph will be standard PWC water service under the terms and conditions generally applicable to existing customers outside the City of Fayetteville. Any such extensions under this provision shall become part of PWC’s distribution system and owned by it.
- 2.8. **Consideration** – PWC enters into this agreement with County as part of the consideration to County for County’s agreement to partially fund construction of the Franklin Street Parking Garage described in Section 1 of this agreement.
- 2.9. **Term** – The rights of the County and the obligations of PWC set forth in Sections 2 through 2.9 hereof shall remain in place through June 30, 2030.
3. **General Terms**
- 3.1. **Term** – Unless otherwise indicated, this agreement will persist until all debt incurred by the City for the initial construction of the Franklin Street Parking Garage has been retired.
- 3.2. **Timing of Payments** – Any payment required under this agreement will be made within thirty (30) days of becoming due as established by the terms hereof. Where reimbursement is called for, the payment will become due upon the request of the party eligible for reimbursement.
- 3.3. **Dispute Resolution** – Any dispute regarding the application or enforcement of this agreement will be communicated to the City Manager, County Manager, and PWC General Manager. These three individuals will meet to attempt to resolve any dispute

prior to any further enforcement action. Should the managers be unable to resolve any issue, then a joint meeting of the governing boards of the parties will meet and attempt to resolve all concerns prior to any further action.

3.4. **Bond Counsel Review** – The parties agree that a fundamental condition of this project is the availability of public tax exempt or tax rebate debt financing. Any revisions to this agreement recommended by the City and PWC's joint bond counsel in order to qualify for that financing will be incorporated into this agreement, provided that any revisions to or changes that impact Sections 1.1.3.1 through 1.1.3.3 shall require consent of the County.

3.5. **Severability** – The determination of a court of competent jurisdiction that any section or term hereof is illegal or unenforceable shall not impact the effectiveness of any remaining terms. The parties agree to negotiate in good faith to revise the agreement as necessary to cure any legal defect necessary to protect the purpose and intent of this agreement.

ADOPTED this 7 day of June, 2010,

CITY OF FAYETTEVILLE



By: Anthony G. Chavonne
ANTHONY G. CHAVONNE, Mayor

ATTEST:

Rita Perry
RITA PERRY, City Clerk


Approved and adopted at the regular meeting of the Cumberland County Board of Commissioners held June 7, 2010.

CUMBERLAND COUNTY

(SEAL)

By: 
BILLY R. KING, Chairman
Cumberland County Board of Commissioners

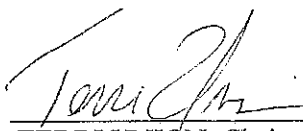
ATTEST:


MARIE COLGAN, Clerk
Cumberland County Board of Commissioners

Approved and adopted at a duly called meeting of the Board of Directors of the Public Works Commission of the City of Fayetteville held June 9, 2010.

**PUBLIC WORKS COMMISSION OF
THE CITY OF FAYETTEVILLE**

(SEAL)

By: 
TERRI UNION, Chairman

ATTEST:


MICHAEL G. LALLIER, Secretary

Attachment A

PWC Proposed Cumberland County Options County-wide Rural Water

Option No. 1:

- PWC would provide water and all the services needed such as O&M, billing, etc.
- PWC would establish rate schedules for the water district using a 1.4 multiplier times all City of Fayetteville rate schedules.
- Cumberland County would be responsible for any debt on the water system.
- PWC would bill a capital recovery charge to the rural water district residences identified by the County for a small administrative fee per transaction.

Assumptions:

1. Cumberland County will own the rural water systems.
2. PWC would supply the water to the rural water systems.
3. Cumberland County wishes PWC to handle all the routine aspects associated with owning a rural water system.
4. O&M would not include any capital replacement items over \$5,000, any upgrades, reconstruction or extensions. All PWC standard fees and charges would apply except lateral charges.

Option No. 1A:

- PWC would provide water and all the services needed such as O&M, billing, etc.
- PWC would establish rate schedules for the water district using a 1.1 multiplier times all City of Fayetteville rate schedules for the first year of the contract and would escalate the multiplier each year by 0.1 until the multiplier reached a cap of 1.5 in the fifth year.
- Cumberland County would be responsible for any debt on the water system.
- PWC would bill a capital recovery charge to the rural water district residences identified by the County for a small administrative fee per transaction.

Assumptions:

1. Cumberland County will own the rural water systems.
2. PWC would supply the water to the rural water systems.
3. Cumberland County wishes PWC to handle all the routine aspects associated with owning a rural water system.
4. O&M would not include any capital replacement items over \$5,000, any upgrades, reconstruction or extensions. All PWC standard fees and charges would apply except lateral charges.

Option No. 2

- PWC would provide water to the rural district on a wholesale basis at PWC standard wholesale rate. (All interconnection points between the rural water system and PWC would be metered.)

- The rural water district would contract for all O&M services, billing, etc. with a third party service company.

Assumptions:

1. Cumberland County will own the rural water systems.
2. PWC would supply the water to the rural water systems.
3. Cumberland County wishes to handle all the routine aspects associated with owning a rural water system.

Option No. 3

- PWC would provide water to the rural district on a wholesale basis at PWC standard wholesale rate. (All interconnection points between the rural water system and PWC would be metered.)
- The rural water district would contract for some or all O&M services, billing, etc. with PWC at an agreed to pricing schedule.

Assumptions:

1. Cumberland County will own the rural water systems.
2. PWC would supply the water to the rural water systems.
3. Cumberland County wishes to handle contracting with PWC and other third parties for all the routine aspects associated with owning a rural water system.

(Revision 1)

(May 11, 2010)

Description		Actual FY 2021	Actual FY 2022	Actual FY 2023	Revised FY 2024	Recommended FY 2025	Change from FY24 to FY25
Non-Departmental		Departmental Operations					Parking Fund
<i>Sources</i>							
Other Taxes							
Vehicle Gross Receipts							
6511102	Other Permits and Fees	0	0	0	0	-8,809	-8,809
Total Vehicle Gross Receipts		0	0	0	0	-8,809	-8,809
Total Other Taxes		0	0	0	0	-8,809	-8,809
Functional Revenues							
Property Leases							
6611000	Property Use/Rent	-2,384	-8,257	-2,361	-8,500	-4,500	4,000
Total Property Leases		-2,384	-8,257	-2,361	-8,500	-4,500	4,000
Other Fees and Services							
6663101	Operating Costs	-49,551	-34,940	-34,348	-51,000	-27,000	24,000
6663102	Capital Reserve	-8,442	-8,783	-8,958	-9,139	-9,139	0
Total Other Fees and Services		-57,993	-43,723	-43,306	-60,139	-36,139	24,000
Parking Fees							
6661100	Parking Lot 300	0	-658	0	0	0	0
6661101	Parking Lot 3	-33,706	-44,595	-26,713	-27,300	-26,700	600
6661102	Contractor Parking Permits	-4,456	-1,305	-1,665	-2,395	-1,665	730
6661103	Hourly Paid Parking	-2,220	-185,951	-266,102	-260,000	-295,000	-35,000
6661104	Ray Ave Lot Pay Station	-2,281	-3,466	-7,695	-2,400	-800	1,600
6661105	Ray Avenue Parking Lease	-2,100	-9,305	-33,094	0	-45,000	-45,000
6661106	Russell Lot Pay Station	-60	-187	-253	-200	-220	-20
6661107	Winslow Lot Pay Station	-679	-596	-679	-450	-442	8
6661108	Library Lot Paid Parking	-33,823	-24,300	0	-36,000	0	36,000
6661109	Bow Commons Paid Parking	-8,137	-15,560	-13,584	-15,000	-7,500	7,500
6661110	R.C.W. 1 Lot Paid Parking	-2,394	-5,435	-3,584	-3,600	-5,300	-1,700
6661120	Residential Parking Permit	0	0	0	0	0	0
6661121	Anderson Lot Paid Parking	-14,028	-19,186	-16,979	-16,400	-21,500	-5,100
6661201	Franklin St Deck Paystation	-29,691	-37,530	-22,164	-24,000	-26,000	-2,000
6661202	Franklin St Deck Month Lease	-34,095	-35,096	-23,936	-32,000	-30,000	2,000
6661301	Hay St Deck Paystation	-2,856	-5,902	-8,420	-6,750	-15,000	-8,250
6661302	Hay St Deck Month Lease	-34,150	-49,650	-36,830	-54,000	-43,000	11,000
6661400	Special Event Parking	-58,305	-101,094	-90,347	-85,000	-150,000	-65,000
Total Parking Fees		-262,982	-539,815	-552,044	-565,495	-668,127	-102,632
Parking Violations							
6662101	Violations-\$100/\$250	-10,998	-5,299	-7,540	-3,975	-20,000	-16,025
6662102	Violations-\$5/\$10	-600	-165	-80	-109	-10	99
6662103	Overtime Violations Sts/Lots	-58,252	-80,402	-70,480	-70,000	-170,000	-100,000
6662104	Within Lines Violation	-4,155	-555	-75	-500	-75	425
6662105	Violations-Off St \$1/\$5	-26	-35	-15	0	-10	-10
6662106	Violations-\$25	-25,518	-18,755	-16,699	-14,818	-50,000	-35,182
6662201	Late Payment Penalty	-31,749	-31,703	-27,895	-27,210	-110,000	-82,790
Total Parking Violations		-131,297	-136,914	-122,783	-116,612	-350,095	-233,483
Total Functional Revenues		-454,656	-728,709	-720,494	-750,746	-1,058,861	-308,115
Other Revenues							
Refunds and Sundry							
6713112	Other Miscellaneous Revenue	0	-797	0	0	0	0
Total Refunds and Sundry		0	-797	0	0	0	0
Total Other Revenues		0	-797	0	0	0	0

Description		Actual FY 2021	Actual FY 2022	Actual FY 2023	Revised FY 2024	Recommended FY 2025	Change from FY24 to FY25
Non-Departmental		Departmental Operations					Parking Fund
Investment Income							
Investment Income							
6811101	Investment Inc	216	-343	-4,608	0	-5,000	-5,000
Total Investment Income		216	-343	-4,608	0	-5,000	-5,000
Total Investment Income		216	-343	-4,608	0	-5,000	-5,000
Other Financing Sources							
Interfund Transfers							
6921101	Regular	-580,917	-462,004	-494,858	-512,611	-25,839	486,772
Total Interfund Transfers		-580,917	-462,004	-494,858	-512,611	-25,839	486,772
Total Other Financing Sources		-580,917	-462,004	-494,858	-512,611	-25,839	486,772
Fund Balance Appropriation							
Fund Balance Appropriation							
7500000	Appropriated Fund Balance	0	0	0	-80,254	0	80,254
Total Fund Balance Appropriation		0	0	0	-80,254	0	80,254
Total Fund Balance Appropriation		0	0	0	-80,254	0	80,254
Total Sources		-1,035,357	-1,191,853	-1,219,960	-1,343,611	-1,098,509	245,102
Total Departmental Operations		-1,035,357	-1,191,853	-1,219,960	-1,343,611	-1,098,509	245,102

Description		Actual FY 2021	Actual FY 2022	Actual FY 2023	Revised FY 2024	Recommended FY 2025	Change from FY24 to FY25
Public Services		Departmental Operations					Parking Fund
<i>Sources</i>							
Functional Revenues							
Property Leases							
6611000	Property Use/Rent	0	-171	-778	0	0	0
Total Property Leases		0	-171	-778	0	0	0
Parking Fees							
6661101	Parking Lot 3	0	-2,467	-1,771	0	0	0
6661102	Contractor Parking Permits	0	-120	0	0	0	0
6661103	Hourly Paid Parking	0	-26,914	-15,828	0	0	0
6661104	Ray Ave Lot Pay Station	0	-264	-43	0	0	0
6661105	Ray Avenue Parking Lease	0	-3,504	-3,100	0	0	0
6661106	Russell Lot Pay Station	0	-10	-10	0	0	0
6661109	Bow Commons Paid Parking	0	-1,330	-956	0	0	0
6661110	R.C.W. 1 Lot Paid Parking	0	-276	-207	0	0	0
6661121	Anderson Lot Paid Parking	0	-1,330	-1,486	0	0	0
6661201	Franklin St Deck Paystation	0	-2,717	-1,194	0	0	0
6661202	Franklin St Deck Month Lease	0	-2,180	-2,300	0	0	0
6661301	Hay St Deck Paystation	0	-411	-436	0	0	0
6661302	Hay St Deck Month Lease	0	-4,150	-3,600	0	0	0
6661400	Special Event Parking	0	-15,870	-508	0	0	0
Total Parking Fees		0	-61,541	-31,439	0	0	0
Parking Violations							
6662101	Violations-\$100/\$250	0	-2,029	-3,590	0	0	0
6662102	Violations-\$5/\$10	0	0	-40	0	0	0
6662103	Overtime Violations Sts/Lots	0	-20,014	-9,374	0	0	0
6662104	Within Lines Violation	0	-1,995	0	0	0	0
6662105	Violations-Off St \$1/\$5	0	0	-5	0	0	0
6662106	Violations-\$25	0	-2,855	-2,135	0	0	0
6662201	Late Payment Penalty	0	-7,554	-4,889	0	0	0
Total Parking Violations		0	-34,447	-20,033	0	0	0
Total Functional Revenues		0	-96,159	-52,250	0	0	0
Total Sources		0	-96,159	-52,250	0	0	0
Total Departmental Operations		0	-96,159	-52,250	0	0	0

Description	Actual FY 2021	Actual FY 2022	Actual FY 2023	Revised FY 2024	Recommended FY 2025	Change from FY24 to FY25
Public Services	Downtown Parking					Parking Fund
<i>Uses</i>						
Operating Expenditures						
Operating Expenditures						
8201500 Utilities	0	0	0	0	0	0
8211000 Supplies - Regular	540	14,145	0	0	0	0
8252100 Postage Exp	0	0	0	0	0	0
8291100 Rents Exp	1,800	1,800	1,800	1,800	1,800	0
Total Operating Expenditures	2,340	15,945	1,800	1,800	1,800	0
Total Operating Expenditures	2,340	15,945	1,800	1,800	1,800	0
Contract Services						
Contract Services						
8450100 Credit Card Fees	0	24,332	27,092	34,939	45,000	10,061
8490100 Other Contract Services	417,257	509,368	526,969	620,802	621,711	909
Total Contract Services	417,257	533,700	554,062	655,741	666,711	10,970
Total Contract Services	417,257	533,700	554,062	655,741	666,711	10,970
Capital Outlay						
Capital Outlay						
8440100 Service Charges	3,486	0	0	0	0	0
Total Capital Outlay	3,486	0	0	0	0	0
Total Capital Outlay	3,486	0	0	0	0	0
Transfers to Other Funds						
Transfers to Other Funds						
8911100 Transfer to General Fund 011	158,726	158,726	158,726	158,726	0	-158,726
Total Transfers to Other Funds	158,726	158,726	158,726	158,726	0	-158,726
Total Transfers to Other Funds	158,726	158,726	158,726	158,726	0	-158,726
Debt Service						
Debt Service						
8710100 Principal Payments	37,877	76,596	77,719	0	0	0
8720100 Interest Expense	2,033	3,212	2,059	0	0	0
Total Debt Service	39,911	79,809	79,778	0	0	0
Total Debt Service	39,911	79,809	79,778	0	0	0
Total Uses	621,720	788,179	794,366	816,267	668,511	-147,756
Total Downtown Parking	621,720	788,179	794,366	816,267	668,511	-147,756

Description		Actual FY 2021	Actual FY 2022	Actual FY 2023	Revised FY 2024	Recommended FY 2025	Change from FY24 to FY25
Public Services		Franklin Street Parking Deck					Parking Fund
<i>Uses</i>							
Personnel Services							
Personnel Services							
8140100	Temporary Services Exp	19,231	0	0	0	0	0
Total Personnel Services		19,231	0	0	0	0	0
Total Personnel Services		19,231	0	0	0	0	0
Operating Expenditures							
Operating Expenditures							
8211000	Supplies - Regular	46	0	878	0	0	0
8231100	Building Maintenance	37,914	7,122	12,317	47,560	28,200	-19,360
8233100	Maintenance - Equipment	22,420	0	0	0	0	0
8237100	Software License/Data Storage Fees	0	0	0	43,919	25,578	-18,341
8251100	Telephone	7,602	0	0	0	0	0
8251200	Data Connectivity	0	5,203	8,487	9,555	11,569	2,014
8285100	Insurance Exp	16,050	0	0	10,067	15,559	5,492
8285101	Risk Management Overhead Alloc	0	9,534	9,233	0	11,582	11,582
8291100	Rents Exp	6,014	11,946	1,097	6,500	6,500	0
Total Operating Expenditures		90,047	33,806	32,012	117,601	98,988	-18,613
Total Operating Expenditures		90,047	33,806	32,012	117,601	98,988	-18,613
Contract Services							
Contract Services							
8450100	Credit Card Fees	0	3,269	1,111	1,339	1,339	0
8490100	Other Contract Services	53,320	68,847	66,994	68,526	74,465	5,939
Total Contract Services		53,320	72,116	68,105	69,865	75,804	5,939
Total Contract Services		53,320	72,116	68,105	69,865	75,804	5,939
Capital Outlay							
Capital Outlay							
8440100	Service Charges	1,851	0	0	0	0	0
8550100	Other Equipment	0	0	0	0	0	0
Total Capital Outlay		1,851	0	0	0	0	0
Total Capital Outlay		1,851	0	0	0	0	0
Debt Service							
Debt Service							
8710100	Principal Payments	22,630	45,763	46,434	47,161	0	-47,161
8720100	Interest Expense	1,215	1,919	1,230	532	0	-532
Total Debt Service		23,845	47,683	47,664	47,693	0	-47,693
Total Debt Service		23,845	47,683	47,664	47,693	0	-47,693
Total Uses		188,294	153,605	147,781	235,159	174,792	-60,367
Total Franklin Street Parking Deck		188,294	153,605	147,781	235,159	174,792	-60,367

Description		Actual FY 2021	Actual FY 2022	Actual FY 2023	Revised FY 2024	Recommended FY 2025	Change from FY24 to FY25
Public Services		Hay Street Parking Deck					Parking Fund
<i>Uses</i>							
Personnel Services							
Personnel Services							
8140100	Temporary Services Exp	19,231	0	0	0	0	0
Total Personnel Services		19,231	0	0	0	0	0
Total Personnel Services		19,231	0	0	0	0	0
Operating Expenditures							
Operating Expenditures							
8201500	Utilities	11,746	21,613	14,442	19,337	24,436	5,099
8211000	Supplies - Regular	0	0	770	0	0	0
8211100	Supplies - One-time	0	0	0	0	0	0
8231100	Building Maintenance	1,339	6,150	17,682	33,869	31,255	-2,614
8233100	Maintenance - Equipment	0	0	0	0	0	0
8237100	Software License/Data Storage Fees	0	14,154	0	33,840	22,386	-11,454
8251100	Telephone	5,682	0	0	0	0	0
8251200	Data Connectivity	0	7,358	14,447	12,043	25,920	13,877
8285100	Insurance Exp	38,429	0	0	29,116	44,998	15,882
8285101	Risk Management Overhead Alloc	0	27,574	26,704	0	33,497	33,497
Total Operating Expenditures		57,196	76,850	74,045	128,205	182,492	54,287
Total Operating Expenditures		57,196	76,850	74,045	128,205	182,492	54,287
Contract Services							
Contract Services							
8450100	Credit Card Fees	0	3,650	169	389	389	0
8490100	Other Contract Services	30,895	87,467	65,901	83,766	72,325	-11,441
Total Contract Services		30,895	91,117	66,070	84,155	72,714	-11,441
Total Contract Services		30,895	91,117	66,070	84,155	72,714	-11,441
Capital Outlay							
Capital Outlay							
8440100	Service Charges	23	273	0	0	0	0
8550100	Other Equipment	40,907	6,143	71,380	0	0	0
Total Capital Outlay		40,930	6,416	71,380	0	0	0
Total Capital Outlay		40,930	6,416	71,380	0	0	0
Debt Service							
Debt Service							
8710100	Principal Payments	0	0	0	78,935	0	-78,935
8720100	Interest Expense	0	0	0	890	0	-890
Total Debt Service		0	0	0	79,825	0	-79,825
Total Debt Service		0	0	0	79,825	0	-79,825
Total Uses		148,251	174,383	211,495	292,185	255,206	-36,979
Total Hay Street Parking Deck		148,251	174,383	211,495	292,185	255,206	-36,979

Franklin Street Parking Deck 2023 Metrics

Hour	Transaction Count	Amount (USD)
0	31	\$ 99.00
1	14	\$ 59.00
2	1	\$ 40.00
3	1	\$ 3.00
4	0	\$ -
5	0	\$ -
6	1	\$ 6.00
7	6	\$ 32.00
8	9	\$ 38.00
9	12	\$ 38.00
10	225	\$ 282.00
11	409	\$ 655.00
12	758	\$ 1,612.00
13	1120	\$ 2,429.00
14	1016	\$ 2,540.00
15	1033	\$ 2,872.00
16	1134	\$ 3,651.00
17	694	\$ 1,926.00
18	628	\$ 1,349.00
19	590	\$ 1,157.00
20	458	\$ 1,088.00
21	490	\$ 1,247.00
22	344	\$ 769.00
23	117	\$ 274.00
SUM	9091	\$ 22,166.00

Day of Week	Transaction Count
Sunday	8
Monday	972
Tuesday	1688
Wednesday	1903
Thursday	2006
Friday	2459
Saturday	55
SUM	9091

Month	Transaction Count
1	413
2	474
3	687
4	886
5	958
6	1052
7	843
8	933
9	720
10	747
11	685
12	693
SUM	9091



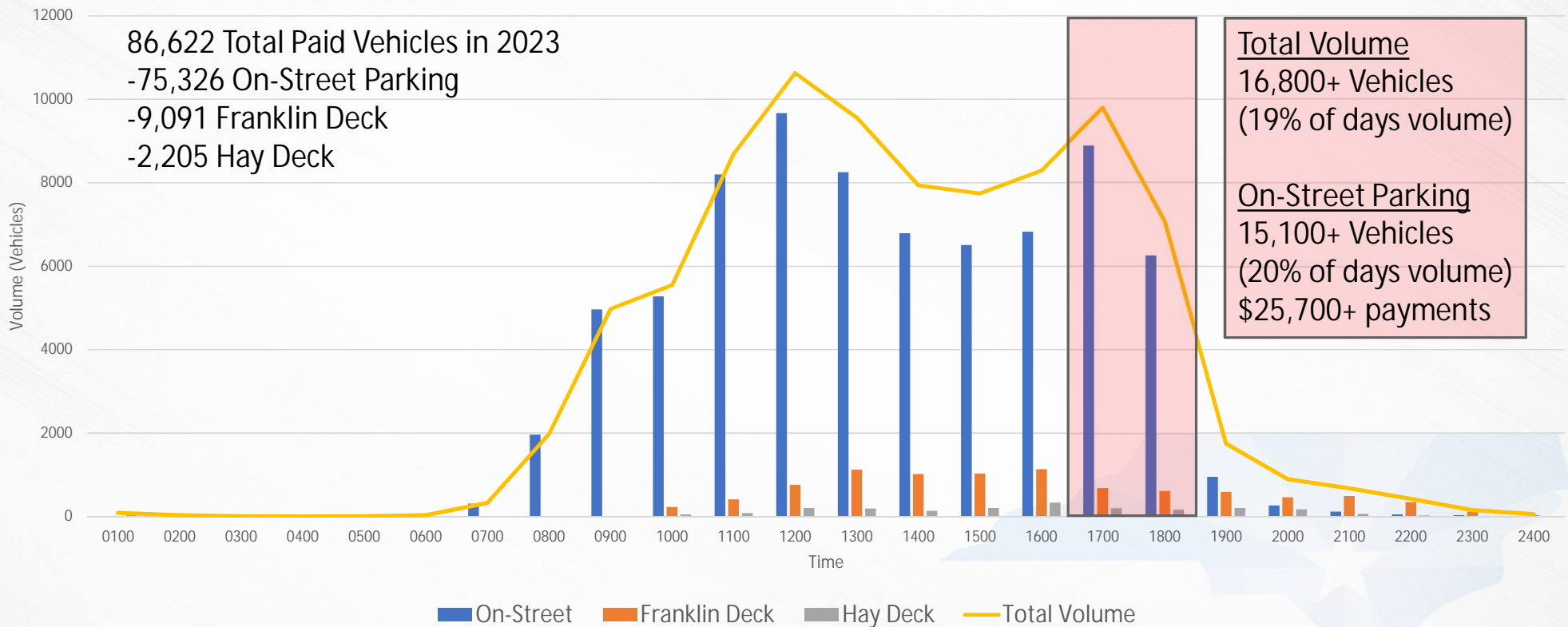
Fayetteville Downtown Parking

June 3, 2024



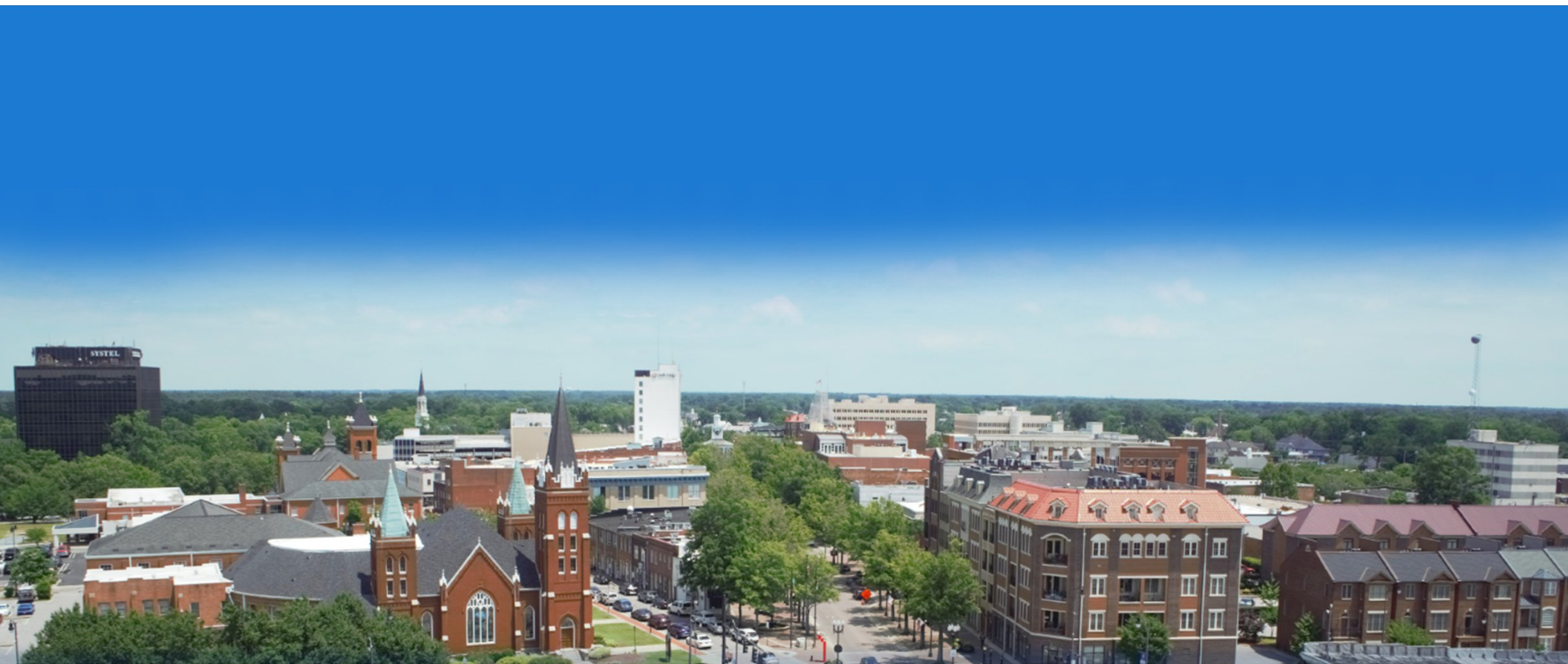
Calendar Year 2023 Parking

On-Street & Parking Deck Volume



Parking Fund

	Actual FY2021	Actual FY2022	Actual FY2023	Revised FY2024	Recommended FY2025
<i>Sources</i>					
Other Taxes	\$ -	-	-	-	(8,809)
Functional Revenue	(454,656)	(824,868)	(772,744)	(750,746)	(1,058,861)
Other Revenues	-	(797)	-	-	-
Investment Income	216	(343)	(4,608)	-	(5,000)
General Fund Transfer	(580,917)	(462,004)	(494,858)	(512,611)	(25,839)
Fund Balance Appropriations	-	-	-	(80,254)	-
Total Sources	\$ (1,035,357)	(1,288,012)	(1,272,210)	(1,343,611)	(1,098,509)
<i>Uses</i>					
Personnel Services	\$ 38,462	-	-	-	-
Operating Expenditures	149,583	126,601	107,856	247,606	283,280
Contract Services	601,471	696,932	688,234	809,761	815,229
Capital Outlay	46,267	6,416	71,380	-	-
Transfers to the General Fund	158,726	158,726	158,726	158,726	-
Debt Service - Equipment	63,759	127,491	127,442	127,518	-
Total Uses	\$ 1,058,268	1,116,166	1,153,638	1,343,611	1,098,509
Sources (Over)/Under Uses	\$ 22,911	(171,846)	(118,572)	-	-



FayettevilleNC.gov



City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 24-3997

Agenda Date: 6/3/2024

Version: 1

Status: Agenda Ready

In Control: City Council Work Session

File Type: Other Items of
Business

Agenda Number: 5.05

TO: Mayor and Members of City Council

THRU: Douglas J. Hewett, ICMA-CM, City Manager
Adam Lindsay, Assistant City Manager

FROM: Michael Gibson, Parks, Recreation and Maintenance Director
Rob Stone, PE, Construction Management Director

DATE: June 3, 2024

RE:

Parks and Recreation Projects Report Card

COUNCIL DISTRICT(S):

All

Relationship To Strategic Plan:

Goal 4: Desirable Place to Live, Work, and Recreate

Executive Summary:

City Council will be provided the status of five significant Parks and Recreation Bond Projects currently underway, including Mazarick Tennis Center, Mable C. Smith Park, McArthur Road Sports Complex, Cape Fear River Park, and Dr. Martin Luther King Jr. Park.

Background:

In March 2016, Fayetteville voters passed a \$35 million bond referendum for parks and recreation. To date, 19 substantial projects have been completed totaling over \$25 million. The completed projects include Senior Center East, the Bill Crisp Senior Center, D. Gilmore Therapeutic Center, Rowan Street Skateboard Park, Jordan Soccer Complex improvements, multiple splash pads, and renovations to several parks. The major projects currently in progress include the Mazarick Tennis Center, Mable C. Smith Park, McArthur Road Sports Complex, Cape Fear River Park, and Dr. Martin Luther King Jr. Park. All but

one of the five remaining bond projects are in the process of design, bidding, or construction.

Issues/Analysis:

The major bond projects currently in progress include the Mazarick Tennis Center, Mable C. Smith Park, McArthur Road Sports Complex, Cape Fear River Park, and Dr. Martin Luther King Jr. Park. The City has experienced significant construction cost increases and supply chain disruptions in the last three years, which have resulted in schedule and budget adjustments as the projects continue to move forward. The Cape Fear River Park and the McArthur Sports Fields are two projects that are currently underfunded to complete the projects as designed. The Cape Fear River Park is currently in the concept stage and is proposed as a phased approach. The McArthur Sports Complex design is complete, and staff applied for, but did not receive, the Defense Community Investment Program Federal Grant in an effort to cover the cost of construction.

Budget Impact:

For the significant projects under design and/or construction, the current budgets are as follows:

Planned Use	Bond Proceeds	Other Funding	Total Projected	
Mazarick Tennis Center	\$6,000,000	\$5,500,000	\$11,500,000	
Mable C. Smith Park	\$1,028,660	\$1,256,660	\$ 2,285,320	
McArthur Sports Fields	\$3,677,663		\$19,000,000	
Cape Fear River Park	\$2,380,815		\$ 9,200,000	
Dr. Martin Luther King Jr. Park	\$ 100,000	\$4,500,000		TBD

Options:

Accept this Parks and Recreation Project report or give further direction.

Recommended Action:

Staff recommends accepting the Parks and Recreation Project report.

Attachments:

Parks and Recreation Report Card Presentation



Parks & Recreation Project Report Card

June 3, 2024



Completed Projects



Massey Hill Park Improvements



Seabrook Park Improvements



Dorothy Gilmore Rec Center Splash Pad



Kiwanis Rec Center Splash Pad



Myers Rec Center Splash Pad



Massey Hill Rec Center Splash Pad



Rowan Street Skateboard Park



Jordan Soccer Complex Improvements



Dorothy Gilmore Rec Center Improvements



Bill Crisp Senior Center



Senior Center East





Mazarick Tennis Center

Site Work, Lighting, and Tennis Courts

Start Date	Next Council Action	Approved Budget	Remaining as of May 28, 2024	Last task completed	Notes
March 2020	None	Bond - \$ 6,000,000 ARPA - <u>\$ 5,500,000</u> \$11,500,000	\$ 3,329,200	Court Lighting Completed	Determining next steps Site Work - \$3.86 mil Tennis Courts - \$1.35 mil Lighting - \$1.7 mil



Mazarick Tennis Center

Start Date	Next Council Action	Approved Budget	Remaining as of May 28, 2024	Last task completed	Notes
TBD	Approve Tennis Center Building Contract	Bond - \$ 6,000,000 ARPA - <u>\$ 5,500,000</u> \$11,500,000	\$ 3,329,200	Finalizing Bid Documents	Expecting to put out to bid in June



Mable C. Smith Park

Start Date	Next Council Action	Approved Budget	Remaining as of May 28, 2024	Last task completed	Notes
September 2021	Ribbon Cutting	\$ 2,285,320	\$ 27,090	Secured site	Determining next steps

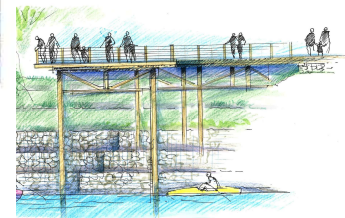
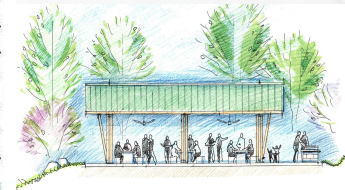




Cape Fear River Park

No.	Description	QTY	UNIT	UNIT \$	TOTAL \$
Site Preparation					
1	Mobilization/Demobilization	1	LS	\$ 40,000.00	\$ 40,000
2	Site Clearing & Grubbing	13.1	AC	\$ 11,000.00	\$ 144,100
3	Site Grading	1	LS	\$ 250,000.00	\$ 250,000
4	Install, Maintain and Remove Temporary Chain-link Fence, (6' height, fence post in-ground mount)	4,278	LF	\$ 6.50	\$ 27,807
5	Select Granular Material (Screenings, Class II, Type 2 for Select Borrow Fill Material). Estimated 1' increase in fill.	8,700	CY	\$ 40.00	\$ 348,000
6	Temporary Silt and Tree Protection Combo Fence	10,000	LF	\$ 3.50	\$ 35,000
7	Other Demo and Traffic Control (Allowance)	1	LS	\$ 40,000.00	\$ 40,000
8	Construction Surveying	1	LS	\$ 25,000.00	\$ 25,000
Subtotal					\$ 909,907
Access Drive and Parking					
9	Roadway and Church Parking Lot Resurfacing	6,696	SQYD	\$ 100.00	\$ 669,600
10	Roadway and Parking Asphalt Surface Course (2.5")	1,563	TN	\$ 162.00	\$ 253,206
11	Roadway and Parking ABC (6")	3,753	TN	\$ 158.40	\$ 594,475
12	Demo Road with C&G both sides (24' wide by 750' long by 10.5" deep)	1,181	TN	\$ 75.00	\$ 88,575
13	Construct new C&G	1,650	LF	\$ 29.00	\$ 47,850
14	Striping, Marking, and Pavement Patching (Allowance)	1	LS	\$ 20,000.00	\$ 20,000
Subtotal					\$ 1,673,706
Greenway and Walkways					
15	Greenway Asphalt Surface Course (2")	645	TN	\$ 162.00	\$ 104,490
16	Greenway ABC (6")	2,322	TN	\$ 158.40	\$ 367,805
17	Gravel Walk ABC (4")	293	TN	\$ 158.40	\$ 46,411
18	Steel Pedestrian Bridge 45' x 10'	1	LS	\$ 250,000.00	\$ 250,000
Subtotal					\$ 768,706
Riverfront Dock and Overlook					
19	Floating Dock (12' wide by 60' long)	1	LS	\$ 85,000.00	\$ 85,000
20	Steek Pipes	6	EA	\$ 3,000.00	\$ 18,000
21	Access Gangway (65' long)	1	LS	\$ 55,000.00	\$ 55,000
22	River Rock Edge and Shoreline Stabilization	660	LF	\$ 600.00	\$ 396,000
23	Timber Overlook (20' wide by 60' long)	1,200	SQFT	\$ 85.00	\$ 102,000
24	Debris Deflector for Patrol Boat (wreck)	1	LS	\$ 250,000.00	\$ 250,000
Subtotal					\$ 906,000

No.	Description	QTY	UNIT	UNIT \$	TOTAL \$
Buildings and Structures					
25	Welcome Pavilion and Restrooms	1	LS	\$ 450,000.00	\$ 450,000
26	Water Valve Adjustment, New Meters	1	LS	\$ 2,500.00	\$ 2,500
27	New Water Tap and Extension to Bathrooms	1	EA	\$ 1,000.00	\$ 1,000
28	Lift Station	1	EA	\$ 30,000.00	\$ 30,000
29	Force Main	580	LF	\$ 15.00	\$ 8,700
30	Open Air Pavilions	4	EA	\$ 75,000.00	\$ 300,000
31	Picnic Areas	6	EA	\$ 15,000.00	\$ 90,000
Subtotal					\$ 882,200
Landscape Areas					
32	Great Lawns / Sod	6,844	SQFT	\$ 4.00	\$ 27,376
33	Planting	1	LS	\$ 500,000.00	\$ 500,000
33	Misc. Seed and Straw	3	AC	\$ 6,500.00	\$ 19,500
34	Watering	1	LS	\$ 5,000.00	\$ 5,000
35	Erosion Control Blanket	1,000	SY	\$ 4.50	\$ 4,500
36	Signage, Wayfinding, Lighting (Allowance)	1	LS	\$ 125,000.00	\$ 125,000
Subtotal					\$ 681,376
Other Areas and Allowances					
37	4" Concrete Sidewalk	5,840	CF	\$ 150.00	\$ 876,000
38	Staging Area Setup and Repair	1	LS	\$ 10,000.00	\$ 10,000
39	15" Class 3 RCP	500	LF	\$ 250.00	\$ 125,000
40	Stormwater Structures	5	EA	\$ 4,000.00	\$ 20,000
41	Gateway Monument at Person and N. Broad Streets	1	LS	\$ 25,000.00	\$ 25,000
42	Site Security / Decorative Fencing	2,440	LF	\$ 75.00	\$ 183,000
Subtotal					\$ 1,239,000
Total Opinion of Probable Cost					\$ 7,060,895
Contingency (30% / Planning Level)					\$ 2,118,269
Total Opinion of Probable Cost with Contingency					\$ 9,179,164



Moffatt & Nichol Opinion of Probable Cost
November 1, 2022

Cape Fear River Park

River Park South End

- 1 Parking (Shared with Church)
- 2 Main Entry
- 3 Dropoff Area
- 4 Main Arrival Plaza (Restrooms, Concessions, etc.)
- 5 West Entry (Pedestrian Only)
- 6 Looping Recreational Trail
- 7 Open-Air Picnic Area
- 8 Covered Picnic Pavilion
- 9 Central Lawn
- 10 Meeting and Seating Area
- 11 Formal Lawn (Small Events)
- 12 Cape Fear River Trail
- 13 River Overlook
- 14 Riverfront Amphitheater
- 15 Riverfront Floating Dock
- 16 Wreck of U.S. Patrol Craft 1804
- 17 Shoreline Stabilization
- 18 Park Security Fence



Cape Fear River Park

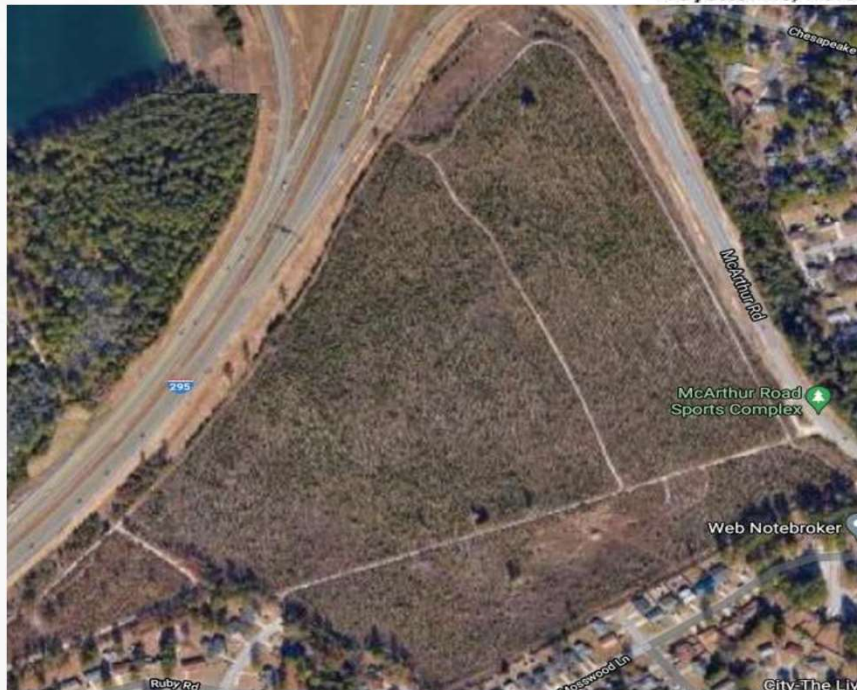
River Park North End

- 1 New Parking Off N Broad Street
- 2 Dogwood Grove
- 3 Flowering Arbor
- 4 Dog Park
- 5 Natural Berm
- 6 **Looping Recreational Trail**
- 7 West Entry (Pedestrian Only)
- 8 Covered Picnic Pavilion
- 9 Open-Air Picnic Area
- 10 **Cape Fear River Trail**
- 11 **Ravine Bridge**
- 12 Future Park Area
- 13 **Park Security Fence**

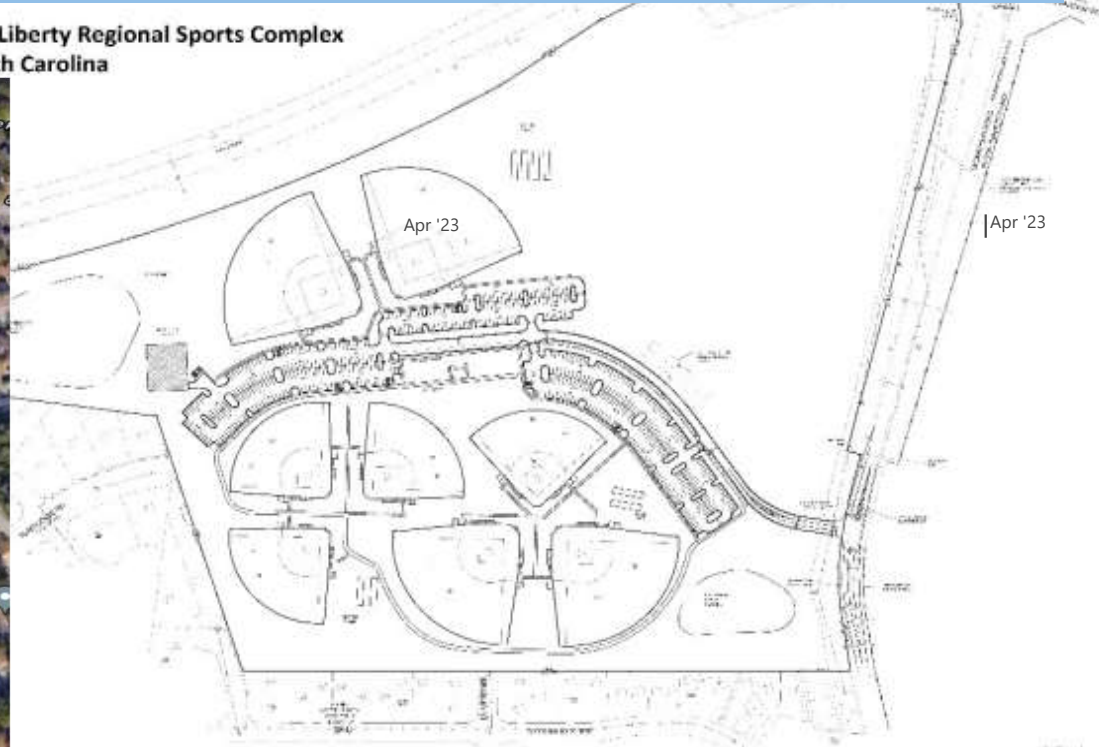


McArthur Road Sports Complex

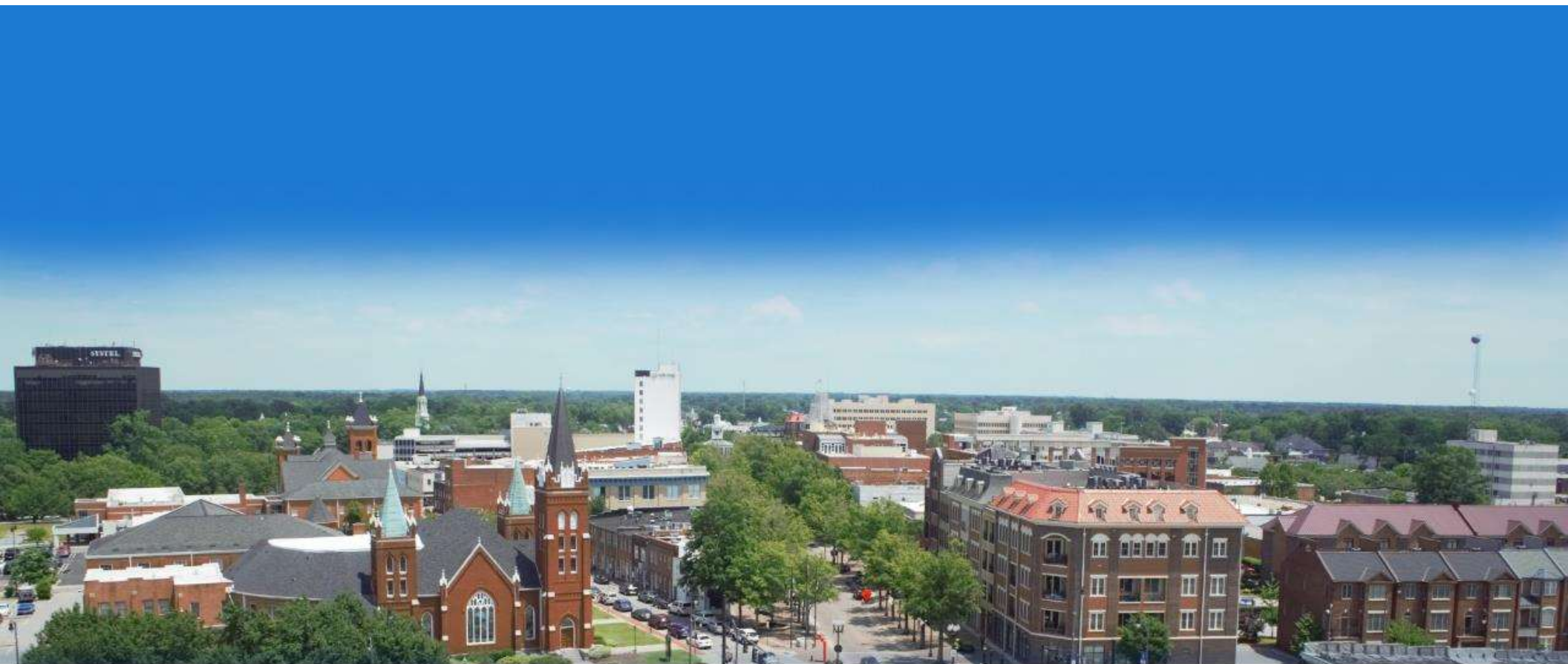
Start Date	Next Council Action	Approved Budget	Remaining as of April 17, 2024	Last task completed	Notes
MOA Signed May 2021	None	\$ 3,677,600	\$ 2,848,030	Bid Ready Documents Completed	\$13 mil estimate as shown. \$19 mil estimate for full buildout.



Fayetteville-Fort Liberty Regional Sports Complex
Fayetteville, North Carolina







FayettevilleNC.gov



City of Fayetteville

433 Hay Street
Fayetteville, NC 28301-5537
(910) 433-1FAY (1329)

City Council Action Memo

File Number: 24-4067

Agenda Date: 6/3/2024

Version: 1

Status: Agenda Ready

In Control: City Council Work Session

File Type: Other Items of
Business

Agenda Number: 5.06

TO: Mayor and Members of City Council

THRU: Douglas J. Hewett, ICMA-CM, City Manager

FROM: Kimberly Leonard, Budget and Evaluation Director

DATE: June 3, 2024

RE:

Recommended FY 2024-25 Operating and Capital Budget

COUNCIL DISTRICT(S):

ALL

Relationship To Strategic Plan:

Goal V - Financially Sound City Providing Exemplary City Services.

Executive Summary:

Budget Work Sessions have been held on May 16, and May 20, 2024. On May 28, 2024, the required Budget Public Hearing was held. There were fifteen speakers for the Budget Public Hearing.

This item is to further discuss the Recommended FY 2024-25 Operating and Capital Budget, Council Questions, Parking Lot Items and Budget Consensus Direction.

Background:

Issues/Analysis:

Budget Impact:

Options:

Recommended Action:

Attachments: