

**TO:** Mayor Jerry L. Demings  
and  
Board of County Commissioners

**FROM:** Fred Winterkamp, Fiscal & Business Services Division Manager *FW*

**DATE:** July 15, 2019

**RE:** **Consent Agenda Item - August 6, 2019**  
Tourist Development Tax Funding Agreement for the Stadium

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Camping World Stadium (“Stadium”) is owned by the City of Orlando (“City”) and Florida Citrus Sports (“FCS”) is a primary partner that holds many events each year in the Stadium and often coordinates with the City on issues regarding the stadium. On September 21, 2018, FCS presented a plan for improvements at Camping World Stadium to the Tourist Development Council (“TDC”). The TDC recommended the Board of County Commissioners (“Board”) consider Tourist Development Tax (TDT) funding of up to \$60 million for the Stadium improvements.

On October 16, 2018, the Board held a public hearing and adopted Ordinance No. 2018-22 (“Ordinance”), which amended the County’s Tourist Development Plan to authorize funding from TDT revenue for an amount not to exceed \$60 million for project costs associated with the construction of improvements for the Stadium (“2020 Improvements”). County staff then began working with the City and FCS to develop a funding agreement to set forth the terms of the TDT funding for the 2020 Improvements.

The City Council approved the funding agreement for the 2020 Stadium Improvements on June 17, 2019, and Mayor Dyer executed the agreement. Then on July 2, 2019, the President of FCS executed the agreement. Now, final Board approval is requested to complete the process.

The 2020 Stadium Improvements funding agreement provides the timing of allocations of TDT up to \$60 million, sets forth auditing and reporting requirements, and has an Exhibit A with the description of the scope of improvements to be constructed and acquired with the funding. The use of TDT revenues for sports stadiums is authorized pursuant to section 125.0104, Florida Statutes. If approved, the Comptroller will disburse TDT funds in accordance with the terms of the funding agreement.

July 15, 2019  
Re: Consent Agenda Item August 6, 2019  
Page 2

If you have any questions, please contact me at (407) 836-2920.

**ACTION REQUESTED:**

Approval and execution of Funding Agreement among Orange County, Florida and City of Orlando, Florida and Florida Citrus Sports Events, Inc. Camping World Stadium.

FMW

C: Byron Brooks, County Administrator  
Jeffrey Newton, County Attorney  
Randy Singh, Deputy County Administrator  
Lila McHenry, Senior Assistant County Attorney

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**FUNDING AGREEMENT**

*Among*

**ORANGE COUNTY, FLORIDA**

**and**

**CITY OF ORLANDO, FLORIDA**

*and*

**FLORIDA CITRUS SPORTS EVENTS, INC.**

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**CAMPING WORLD STADIUM**

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**THIS FUNDING AGREEMENT** (this "Agreement"), is made and entered into as of the date of last execution below, by and among **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, ("County"), the **CITY OF ORLANDO, FLORIDA**, a municipal corporation created and existing under the laws of the State of Florida (the "City"), and **FLORIDA CITRUS SPORTS EVENTS, INC.**, a not-for-profit corporation organized and existing under the laws of the State of Florida ("FCS").

**WITNESSETH:**

**WHEREAS**, the City owns and operates Camping World Stadium (the "Stadium") which hosts various college and professional football games, live concerts, and other live-action sporting and entertainment events; and

**WHEREAS**, FCS is a not-for-profit corporation and 501(c)3 organization which has multiple use agreements with the City pursuant to which it organizes and hosts certain sporting and live-action events at the Stadium; and

**WHEREAS**, users of the Stadium, such as, but not limited to, the National Football League, World Wrestling Entertainment, Inc., and other concert and entertainment promoters have reported specific needs at the Stadium and recommended certain improvements thereto; and

**WHEREAS**, the parties have agreed to incorporate improvements to the Stadium to address such needs resulting in the scope of work and detailed project budget and schedule attached hereto, and incorporated herein by reference, as Exhibit A (the "Scope"); and

**WHEREAS**, the County currently collects the tourist development taxes authorized by Section 125.0104(3)(c), (d), and (m), Florida Statutes ("Tourist Development Tax" or "TDT") and

such Tourist Development Taxes are authorized to be used to construct, extend, enlarge, remodel, repair, improve, or maintain, publicly owned and operated sports stadiums within the boundaries of the county in which such tax is levied; and

**WHEREAS**, prior to 2000, the County provided over \$40 million in TDT revenues for the upper tier expansion and other renovations and improvements to the Stadium; and

**WHEREAS**, the County, the City and the City of Orlando, Florida Community Redevelopment Agency previously entered into that certain Interlocal Agreement, dated August 6, 2007, as amended (the "Interlocal Agreement") wherein the County provided \$167,204,000 million in TDT revenues for, among other things, the expansion and renovation of the Stadium (the "Renovation"); and

**WHEREAS**, on December 21, 2016, the County issued its \$202,745,000 Tourist Development Tax Refunding Revenue Bonds, Series 2016B to refinance the construction of the Dr. Phillips Center for the Performing Arts and to refinance the Renovation; and

**WHEREAS**, on September 21, 2018, FCS presented the Scope to the Tourist Development Council (the "TDC") and the TDC recommended funding up to Sixty Million Dollars (\$60,000,000) in construction of the improvements from TDT revenues; and

**WHEREAS**, on October 16, 2018, the Orange County Board of County Commissioners ("Board") held a public hearing and adopted Ordinance No. 2018-22 ("Ordinance"), which amended the Tourist Development Plan in order to, among other things, authorize funding in an amount not to exceed Sixty Million Dollars (\$60,000,000) for project costs associated with the construction of improvements for the Stadium as set forth herein from TDT revenues (the "2020 Improvements").

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the County, the City and FCS agree as follows:

**1. Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

**2. County Contribution.** Subject to all terms and conditions set forth in this Agreement, the County agrees to contribute a total aggregate amount not to exceed Sixty Million Dollars (\$60,000,000.00) solely from excess TDT revenues appropriated by the Board for the 2020 Improvements ("County Contribution"). Such County Contribution shall be deposited on the following dates and in the following amounts with Wells Fargo Bank, National Association, as custodian (the "Custodian").

<u>Date</u>	<u>Amount</u>
Three (3) days following the effective date hereof	\$10,000,000
January 10, 2020	30,000,000
October 10, 2020	20,000,000

The County Contribution shall be disbursed by the Custodian pursuant to a Custodian Agreement between the City and the Custodian (the "Custodian Agreement"). The Custodian Agreement shall be subject to the County's review and approval prior to its execution. The

Custodian Agreement shall (i) require that copies of all draw requests shall be provided to the County and FCS simultaneously with such draws and (ii) expressly restrict the use of such funds to uses permitted by Section 125.0104(5)(a)(1)(a), Florida Statutes and this Agreement. After the initial draw under the Custodian Agreement, the City shall provide the County with a detailed report of expenditures made with respect to each draw prior to subsequent draws. Any change to the Custodian or the Custodian Agreement requires the prior written consent of the County Administrator, City Chief Financial Officer and FCS.

**3. Restrictions on Use of County Contribution.** The City and FCS shall use the County Contribution only to pay for capital costs associated with the design, architectural, construction (including standard contingencies associated therewith) and mutually agreed-upon (between the City and FCS) pre-development costs of the improvements set forth in the Scope in accordance with Section 125.0104(5)(a)(1)(a), Florida Statutes ("Permitted Costs"). The County Contribution shall **not** be used for and the County shall **not** be responsible for: (i) any costs other than Permitted Costs; (ii) construction cost overruns in excess of the County Contribution; (iii) operating, administrative or maintenance costs of any type whatsoever; (iv) salary, overtime, or other similar compensation or benefits of employees or contract employees of the County, the City, or any other governmental agency in connection with the construction or operation of the Stadium; or (v) compensation of outside consultants performing indirect services for the County or the City, as determined by generally accepted accounting principles. Notwithstanding the foregoing, a portion of the County Contribution may be used to compensate an owner's representative procured under the City's existing procurement rules. Furthermore, the County Contribution shall not be used or pledged by the City or FCS to secure any debt whatsoever.

**4. Limitations on County's Obligation.** The County's obligation to make the County Contribution shall not constitute a lien on Tourist Development Taxes and will not be on parity with any existing or future debt of the County. The obligations of the County under this Agreement are limited solely to the TDT revenues to be deposited with the Custodian and no general fund revenues or other funds whatsoever of the County are obligated. Nothing provided herein shall obligate or require the County to levy any ad valorem taxes, fees or assessments whatsoever. The County's obligation under this Agreement is limited to providing the County Contribution to the Custodian and the County shall not be liable for any construction cost overruns or operating subsidies of any type whatsoever in connection with the construction or operation of the Stadium.

**5. Disbursement of County Contribution.** The County Contribution shall be disbursed by the Custodian pursuant to the Custodian Agreement in one or more installments after submission of design, architectural, or construction cost requisitions signed by an authorized representative of the City and accompanied by a summary of the invoices or receipts evidencing completion of work. Copies of all such requisitions shall be provided to the County Administrator and the Orange County Comptroller ("Comptroller") and FCS at the notice addresses set forth herein.

**6. City Representations and Obligations.** The City shall (i) diligently proceed with the design and construction of the Stadium pursuant to the Scope in a financially responsible and commercially reasonable manner; (ii) use and maintain the Stadium as a publicly owned and operated sports stadium, as contemplated under Section 125.0104, Florida Statutes; and (iv) shall comply with all federal, state, and local laws, ordinances, rules and regulations relating to the design, construction, funding, operation and maintenance of the Stadium. The City covenants,

represents and warrants to the County that the City has and will have the financial capability and resources to support and fund the operational costs of the Stadium on an ongoing basis and that the County will not be requested to provide and will have no responsibility for any operating costs or costs other than the design, construction and pre-development costs set forth in the Scope.

**7. Scope of Renovation.** The City shall make every effort to improve the Stadium with the elements set forth in the Scope. Any material changes, additions and/or deletions made to the Scope and, once finalized, the Plans and Specifications, shall be mutually agreed to in writing by authorized representatives of both the City and FCS and provided to the County Administrator. The term "Plans and Specifications" means the final plans and specifications for the 2020 Improvements prepared by the architect or engineer and other design professionals and approved by authorized representatives of the City and FCS. The Plans and Specifications shall be consistent with the Scope as contemplated hereinabove.

**8. Construction Provisions.** It shall be a condition precedent to this Agreement that the City and FCS shall enter into a separate agreement regarding management of the design and construction of the 2020 Improvements.

**9. Audit.** The County and the Comptroller (or designee) shall have the right to audit from time to time for compliance with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, the use of the County Contribution for the design and construction of the Stadium. Such right shall extend for a period of five (5) years after completion of the 2020 Improvements. The City agrees to provide reasonable assistance in providing documents, materials, data, information and records to the County and the Comptroller or designee in the performance of these audits as requested by the Comptroller or County during the course of this contract and for a period of five (5) years after the completion of the 2020 Improvements. In those situations where records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the Comptroller's representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Such activity shall be conducted during normal business hours.

**10. Notices.** Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, to the addresses below, or in person with proof of delivery to the addresses below, or such other address as either party shall have specified by written notice to the other party delivered in accordance herewith:

County: Orange County Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32801

City: Chief Venues Officer  
City of Orlando, Florida  
400 W. Church Street, Suite 200  
Orlando, Florida 32801

With a copy to: Chief Financial Officer  
City of Orlando, Florida  
400 South Orange Avenue, 4<sup>th</sup> Floor  
Orlando, Florida 32801

FCS: Florida Citrus Sports Events, Inc.  
One Citrus Bowl Place  
Orlando, Florida 32805  
Attention: Steve Hogan

With a copy to: William T. Dymond, Jr.  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 N. Eola Drive  
Orlando, Florida 32801

Comptroller: Orange County Comptroller  
Director of Finance & Accounting  
201 S. Rosalind Avenue, 4<sup>th</sup> Floor  
Orlando, Florida 32801

**11. Indemnification.** The City, to the extent permitted by law, agrees to defend, indemnify, and hold harmless the County, its officials and employees from all claims, actions, losses, suits and judgments, fines, liabilities, costs and expenses (including attorney's fees) each attributable to its own negligent acts or omissions or those of its officials and employees acting within their scope of their employment or connected in any way or arising from performance under this Agreement. The foregoing shall not constitute an agreement by any party to assume any liability for the acts, omissions and/or negligence of any other party. This provision shall survive termination of this Agreement. Nothing herein is intended to act as a waiver of the City's sovereign immunity pursuant to Section 768.28, Florida Statutes, and notwithstanding anything in this Agreement to the contrary, under no circumstances shall City be liable to County under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28, Florida Statutes, which limits are hereby made applicable to all manner of claims against the County related to this Agreement and are not confined to tort liability.

**12. Reporting Requirements.** As a condition of receiving funds pursuant to this Agreement, the City and FCS acknowledge and agree to comply with its reporting obligations and to timely provide the following to the Comptroller and County Administrator, at their respective notice addresses listed herein:

- (i) from the date hereof until completion of construction, the City will provide monthly reporting of project progress as set forth in the Scope;
- (ii) copies of all design and construction documentation and any amendments thereto will be maintained by the City and available for inspection by the County;
- (iii) upon completion of construction of the 2020 Improvements, the City will provide a certification to the County from a professional architect and/or engineer licensed to practice in the State of Florida that the 2020 Improvements have been completed substantially in accordance with the Scope and the Plans and Specifications; and
- (iv) after completion of the 2020 Improvements and for a period of ten (10) years, FCS will provide for its events and the City will provide for events funded by the Sports Incentive Fund and any other events for which it has

this data, periodic program reports including a list of events with a description of and attendance for each event, community and marketing metrics, the economic impact generated by the Stadium, and the source of that information.

To the extent that FCS directly utilizes any of the County Contribution, FCS shall be subject to audit and reporting requirements with respect to such funds. At the County's or Tourist Development Council's discretion, the City and/or FCS, or other party as designated by the City shall provide a presentation or presentations regarding the Stadium as may be requested by the Tourist Development Council or the County.

**13. Recordkeeping; Accounting.** The City will utilize accounting procedures and practices in the maintenance of the records of receipts and disbursements of the funds contributed by the County, as well as all its receipts and disbursement of funds, and such procedures and practices shall be in accordance with generally accepted accounting principles. All such records shall be open to inspection and auditing by the County, the County's designee, or the County Comptroller during normal business hours during the term hereof, and for a period of five (5) years after completion of the 2020 Improvements or the termination of this Agreement whichever shall occur later. Any cost incurred by the City as a result of a County audit shall be the sole responsibility of and shall be borne by the City. In addition, should the City provide any or all of the County's funds to sub-recipients, then and in that event the City shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee for the term of the contract and for a period of five (5) years after the term of such contract. This provision shall survive termination of this Agreement.

**14. Effective Date; Amendment or Termination.** This Agreement shall become effective upon execution by all parties hereto. This Agreement may be amended, modified or terminated at any time during the term of this Agreement by the mutual written agreement of all of the Parties.

**15. Default.** The occurrence of any of the following constitutes an Event of Default:

(a) Failure to complete construction of the 2020 Improvements within four (4) years from the date of this Agreement;

(b) Any material representation is made by FCS or the City (in each case, a default by said party) in any communication submitted to the County or the Custodian in an effort to induce the disbursement of TDT Revenues is determined by the County to be materially false, misleading, or incorrect;

(c) FCS's or the City's default (in each case, a default by said party) in the performance of any material term or covenant of this Agreement not otherwise provided for in this section for a period of more than 30 days after its receipt of a notice of default provided however that if the nature of the default is such that it cannot reasonably be cured within such 30-day period then FCS and/or the City, as applicable, shall have a reasonable period of time to cure such default provided that such cure is diligently undertaken and pursued by FCS and/or the City, as applicable;

(d) By the City if the City takes steps to convey, vacate or abandon the Stadium within fifteen (15) years from the effective date of this Agreement.

In the event of a default by FCS or the City, the County, may, at its option, exercise any one or more of the following remedies: (i) declare this Agreement terminated or (ii) exercise any and all remedies available at law and in equity against such defaulting party.

**16. Default by the County.** The County's failure to deposit the County Contribution with the Custodian when due as set forth in Section 2 hereof shall constitute a default by the County. In the event of a default by the County, then FCS and the City, at their option, may exercise any one or more of the following remedies: (i) declare this Agreement terminated; or exercise the remedy of mandamus to require the County's performance under the terms and conditions of this Agreement and/or an action for specific performance. The City and FCS hereby acknowledge and agree that the only remedies available to the City and FCS other than termination are those of mandamus and specific performance and the County shall bear no liability for direct, indirect or consequential damages.

**17. Entire Agreement.** This Agreement together with the Custodian Agreement constitutes the entire agreement between the three parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

**18. No Assignment.** Neither the City nor FCS may assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

**19. No waiver.** Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**20. Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**21. Governing Law; Venue.** Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

**22. Headings.** The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their

contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

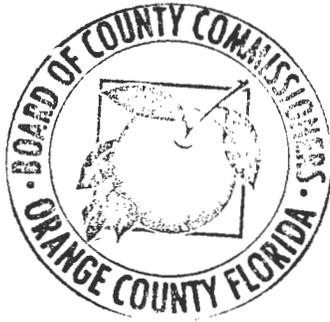
**23. Counterparts.** This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

**24. No Waiver of Sovereign Immunity.** Nothing contained in this Agreement shall constitute, or be in any way construed to be, a waiver of either the City's or the County's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

**ORANGE COUNTY, FLORIDA**



By: Board of County Commissioners

By: *Burton Brooks*  
for Jerry L. Demings  
Orange County Mayor

Date: 6 August 2019

ATTEST:

Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

(SEAL)

**CITY OF ORLANDO, FLORIDA**

By: *Buddy Dyer*  
Buddy Dyer, Mayor

Date: 6.19.19

ATTEST:

By: *Denise Aldridge*  
City Clerk

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of City of  
Orlando, Florida only

June 17, 2019

*Wing Powell*  
Assistant City Attorney

City Council Meeting: 6-17-19  
Item: G-1 Documentary: 190617G01

**FLORIDA CITRUS SPORTS EVENTS,  
INC.**

By: Kenneth D. Robinson  
Its: 7-2-19 President  
Date: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ORANGE**

I HEREBY CERTIFY, that on this 2 day of July, 2019, before me personally appeared Kenneth D. Robinson, President of Florida Citrus Sports Events, Inc., to me known to be, or who has produced FL Driver's License as identification, and did (did not) take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized, and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

Witness my hand and official seal this 2 day of July, 2019.

(Notary Seal)

Kathy S. Hall  
Notary Signature



## **EXHIBIT "A"**

### **STADIUM SCOPE**

#### **TIER 1 PRIORITIES**

- **FIELD LEVEL SEATING MIX ADDITIONS**
  - a. **Build-out of existing field level "bunker" open spaces to accommodate Hospitality and seating mix options**
  - b. **Enhance Premium Entries to delineate from General Admission Entries**
- **PLAZA LEVEL (2<sup>nd</sup> LEVEL) SEATING MIX IMPROVEMENTS**
  - a. **Add Structure to accommodate new general admission amenities and improve flow from west side of stadium to east side of the stadium**
  - b. **Create new fan amenities with dedicated seating and views of the Playing Field**
  - c. **Evaluate potential addition of seating and provide if feasible**
  - d. **Open-Air Clubs**
    - i. **Enclose existing "Open-Air" Clubs**
    - ii. **Provide new HVAC systems for newly enclosed Clubs**
    - iii. **Architectural lighting, low voltage and Audio/ Visual as needed**
    - iv. **Provide additional Points-of-Sale (POS) and finishes**
    - v. **Add cooking capabilities and equipment**
  - e. **Provide additional fixed seating options**
  - f. **Provide additional Restroom Facilities and additional concession POS**
  - g. **Convert and/ or provide concession options**
- **SUITE & PRESS LEVEL (3<sup>rd</sup> LEVEL) ADDITIONS**
  - a. **New Endzone premium seating mix to feature fully enclosed, conditioned support/amenity spaces**
  - b. **Provide exterior seating for new premium seating areas**

- c. **Points-of-service (POS) and food and beverage service capabilities to be provided**
- d. **New vertical transportation as needed**
- **PARKING LOT IMPROVEMENTS**
  - a. **Evaluate all publicly owned/controlled parking surrounding the stadium East of Tampa Ave., North of Gore Street, West of Orange Blossom Trail, and South of Central Ave. Special Event uses, Vehicular and pedestrian traffic will be the focus with a goal of creating a comprehensive, consistent attendee experience when utilizing publicly controlled parking and pedestrian paths surrounding Camping World Stadium.**
    - i. **Parking surfaces shall be improved so that the integrity of parking and pedestrian surfaces can be maintained.**
    - ii. **Add/improve pedestrian paths as needed and Remove existing fencing and barriers as needed**
    - iii. **Provide new landscaping, improved/new lighting, access and wayfinding signage for parking lots and pedestrian walkways as needed**

#### **TIER 2 PRIORITIES**

- **TERRACE LEVEL (4<sup>th</sup> LEVEL) ADDITIONS**
  - a. **New terrace level walkway above new "suite & press level addition" will provide connectivity from East Terrace Level to the West Terrace Level**
  - b. **Structure should include a canopy to provide protection from the elements and create additional seating mix opportunities**
  - c. **Food and beverage Support spaces, and Points of Sale as required, to provide service to the patrons**
  - d. **Added Technology**

#### **TIER 3 PRIORITIES**

- **TERRACE LEVEL (4<sup>th</sup> LEVEL) IMPROVEMENTS**
  - a. **Removal and replacement of existing plumbing fixtures and toilet partitions as needed**
  - b. **Provide waterproof flooring in concessions, restrooms, and any other areas deemed necessary**
  - c. **Concession upgrades as needed**

#### **TIER 4 PRIORITIES**

- **WAYFINDING/ SIGNAGE IMPROVEMENTS**
  - a. Provide new entrance signage viewable from perimeter of the stadium
  - b. Modify and/ or provide new signage throughout the interior of the facility
  - c. Where possible, signage shall be designed to accommodate video displays
- **BACK-OF-HOUSE/ EVENT STAFF AREAS**
  - a. Convert existing spaces into flexible space for Event Staff/ Media / operations / merchandise / temporary storage / "green rooms" / etc
  - b. Provide new buildings Event Staff/ Media / operations / merchandise / temporary storage / "green rooms" / etc
- **BUILDING SYSTEMS**
  - a. Evaluate and improve the Building's HVAC, Access Control, Lighting Control, AV control systems, and sound systems, improve as needed
  - b. Supplement Stadium's Video Displays with new/ additional displays as needed
  - c. Enhance Stadium's Sound System

#### **TIER 5 PRIORITIES**

- **REPLACEMENT OF PLAYING FIELD TURF**
  - a. Remove and replace the existing Playing Field Turf with a new system as needed
- **SECURITY AND BUILDING ACCESS**
  - a. Improve Stadium Access
  - b. Improve building security systems
  - c. Provide new fencing (sections removable) to meet event requirements
- **STRUCTURAL ASSESSMENT/ MODIFICATION TO UPPER SEATING BOWL**
  - a. Contract and perform a Structural Assessment for the 1991 Structure that remained during the 2014 Renovation

**NOTE: ANY OR ALL OF THE ABOVE SCOPE MAY IMPACT THIRD PARTY SYSTEMS WITHIN THE BUILDING SPECIFICALLY WIFI AND DISTRIBUTED ANTENNA SYSTEM (DAS). ANY COSTS TO REMOVE, RELOCATE OR ADD TO THOSE SYSTEMS AS A RESULT OF THE IMPROVEMENTS SHALL BE INCLUDED AS A COST OF THE WORK.**