

INTERIM AGREEMENT

This Interim Agreement (the "Agreement") is entered into this 13 day of December, 2021, by and between the **CITY OF FORT LAUDERDALE, FLORIDA**, a Florida municipal corporation ("CITY") and **HALL OF FAME PARTNERS, LLC**, a Florida limited liability company ("HOFP") (both entities sometimes hereinafter referred to herein singularly, each as a "Party", jointly as "Parties") pursuant to Section 255.065(6), Florida Statutes:

RECITALS

WHEREAS, the CITY holds all right, title or interest in the real property at 1 Hall of Fame Drive and described as Fort Lauderdale Aquatic Complex located in the City of Fort Lauderdale, Florida, commonly known as the site of The Aquatic Center, and which is more legally described as follows:

See Legal Description Set Forth on Exhibit "A" Attached Hereto and Incorporated Herein.

(the "Property"); and

WHEREAS, on September 14, 2020, the CITY received an unsolicited proposal from HOFP pursuant to Section 255.065(6), Florida Statutes (the "Proposal") to demolish existing buildings, develop the Property, and design and build state-of-the-art facilities in response to the need of urgent replacement of the East and West Buildings at the Fort Lauderdale Aquatic Center peninsula, as more particularly described in the Proposal (the "Project"); and

WHEREAS, pursuant to Resolution No. 21 the City Commission, at its meeting on January 21, 2021, determined that the Proposal submitted by HOFP serves a public purpose as recreational, sporting, and cultural facilities which will be used by the public at large or in support of an accepted public purpose or activity, and as proposed, constitutes a qualifying project pursuant to Section 255.065, Florida Statutes; and

WHEREAS, after the January 21, 2021 regular City Commission meeting, the CITY publicly advertised the Proposal and requested alternate proposals from January 27, 2021 through February 17, 2021, and did not receive alternate proposals by February 27, 2021, a period of 21 days, in accordance with Section 255.065(5)(c), Florida Statutes, the CITY was authorized to commence negotiations for a Comprehensive Agreement with HOFP for the Project; and

WHEREAS, in accordance with Section 255.065(6), Florida Statutes, a responsible public entity is authorized to enter into an Interim Agreement with a private entity proposing the development or operation of a qualifying project, before or in connection with the negotiation of a Comprehensive Agreement, for purposes of authorizing the private entity to commence activities for which it can be compensated

related to the proposed qualifying project, including but not limited to, project planning and development, design, environmental analysis and mitigation, survey, obtaining leasing commitments, and other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities, as well as purposes related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate; and

WHEREAS, before and in connection with the negotiation of a Comprehensive Agreement, the CITY and HOFP are desirous of commencing activities related to the Project under terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, the CITY and HOFP agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Effective Date and Commencement.

2.1 The Effective Date of this Agreement shall be the date the last Party executes this Agreement.

2.2 HOFP, through its agents, vendors, employees and contractors, is authorized and, contingent upon obtaining all necessary approvals and permits, to enter upon the Property to commence the activities outlined in Section 3 starting on the Effective Date.

3. HOFP's Scope and Budget.

3.1 Hall of Fame Partners, LLC. HOFP will contract with CGHP P3 Developments LLC ("Developer" or "CGHP") to manage the overall development of the Property and commence undertaking the activities described in this Section 3 and further outlined in the Proposal attached as Exhibit B as needed for the development of the Project in accordance with, and to the extent permitted by Section 255.065(6), Florida Statutes.

3.2 Lease/Leaseback. The CITY, as Lessor will enter into a ground lease with HOFP, as Lessee ("Ground Lease"). HOFP will contract with CGHP to develop and construct the Project during the construction phase of the Ground Lease. HOFP will lease the Project back to the CITY pursuant to a sublease by and between HOFP, as Sublessor, and CITY, as Sublessee ("Master Facilities Lease"). Developer will negotiate contracts for the demolition of the existing buildings and the development and construction of the Project with Hensel Phelps Construction Co., and Capital Group Realty of South Florida, as well as any other consultants as may be needed during the demolition, development and construction of the Project.

3.3 Relocation of ISHOF. In order to ensure uninterrupted operations and to accelerate related income streams at the Property, the International Swimming Hall of Fame ("ISHOF") will be temporarily relocated during the demolition of the existing buildings and construction of the Project. ISHOF will be temporarily relocated to Site 1 as set forth in Exhibit C attached hereto and made a part hereof, with the location of the storage space for ISHOF to be determined by Developer and ISHOF so that ISHOF can remain open and continue its operations during the demolition, development and construction of the Project. Hensel Phelps Construction Co. will manage the construction of the temporary tenant improvement space and the Developer will assist ISHOF with its temporary relocation. The cost associated with such construction is included in the Project Development Budget.

3.4 Investigation and Testing. HOFP, in conjunction with Developer, will conduct such investigations, discoveries, inspections, and testing of the Property that are necessary for the Project, including geotechnical testing and boring, environmental studies, and surveying, as needed.

3.5 Financing. HOFP, in conjunction with MACQ Group Holdings, LLC and Developer, will coordinate the Project financing, participate in the financing negotiations, and participate in closing the financing.

3.6 Design. HOFP, in conjunction with Developer, will procure, negotiate, and contract with consultants to design the Project in accordance with the Proposal.

3.7 Demolition and Construction. HOFP, in conjunction with Developer, will contract with Hensel Phelps Construction Co. to manage the demolition and construction of the Project according to the approved project plans and specifications.

3.8 Lease to ISHOF and ISHOF Lessees. The CITY, as Sub-Lessee under the Master Facilities Lease, will sub-sublease the Improvements to ISHOF ("ISHOF Facilities Lease"). In accordance with the Leasing Plan attached as Exhibit "D", Developer and Capital Group Realty will coordinate, for and on behalf of ISHOF, (i) the sourcing of prospective sub-sub-lessees ("ISHOF Lessees"), (ii) the procurement of letters of intent from prospective ISHOF Lessees, whereby the Developer will be required to obtain letters of intent from prospective ISHOF Lessees representing 50% of the projected yearly total revenue in order to move on to the Comprehensive Development Agreement, and (iii) the negotiation of the leases between ISHOF and the prospective ISHOF Lessees, as may be necessary to secure the letters of intent.

3.9 Commissions. HOFP has committed to Capital Group Realty of South Florida to represent HOFP in negotiating the Ground Lease and Master Facilities Lease. Commissions paid to Capital Group Realty of South Florida will be based on a budget for the Project approved by the City and HOFP and to be funded by HOFP.

3.10 Facilities Management. In order to ensure operational readiness, efficiency, and turn-key operation integration and controls for the Project, HOFP, in conjunction with Developer, will engage Hensel Phelps Services during the design, construction, and Project turnover phases.

3.11 Access to Property. HOFP and its agents, vendors, employees and contractors (including, without limitation, Developer) (collectively, the "HOFP Parties"), are authorized and entitled to enter upon the Property for the purpose of conducting the activities necessary for the completion of the Project as outlined in the Proposal. All entries upon the Property shall be at the sole risk of HOFP and the HOFP Parties. The CITY shall have no liability for any injuries sustained by HOFP or any HOFP Parties.

3.12 No Obligation. In accordance with Section 255.065(6), Florida Statutes, the Parties agree that neither this Agreement, nor any work to be performed in accordance thereto, obligate the CITY or HOFP to enter into a Comprehensive Agreement.

4. CITY's Responsibilities and Obligations.

4.1 Cooperation. HOFP's development of the Project is contingent upon the CITY's cooperation with HOFP and HOFP's ability to proceed with the Project as outlined in the Proposal unhindered by the CITY or other factors outside of HOFP's control.

4.2 Contingencies. The CITY agrees that the following items are critical contingencies that, along with the other terms and conditions contained in the Proposal, must occur for the successful development of the Project:

Ground Lease and Master Facilities Lease. The CITY acknowledges that the basis of the unsolicited proposal contemplates: 1) a Ground Lease from the CITY to HOFP, 2) a corresponding Master Facilities Lease for all the improvements from HOFP back to the CITY, 3) a sub-lease from the CITY to ISHOF to multiple revenue generating tenants/concessionaires; all of which will be defined and negotiated throughout this Interim Agreement/Pre-Development Phase to be incorporated into the final Comprehensive Development Agreement.

Trips Generation. Pursuant to the Trip Generation Statement prepared by DC Engineers, Inc., and as referenced in the Proposal, the CITY agrees to reserve the required trips to the Project upon submittal of the Site Plan. The CITY further agrees to formally award such trips upon approval of the Site Plan.

ISHOF Relocation. The CITY approves the temporary relocation of ISHOF as described in Section 3.3. The costs for such temporary relocation as well

as the costs to move ISHOF back to the Project upon its completion shall be included in the overall Development Budget and be a cost to Developer.

Broker. The CITY consents to HOFPP being represented by Capital Group Realty of South Florida. Additionally, Capital Group Realty of South Florida will work on pre-leasing space to perspective sub-sub-sublessees on behalf of ISHOF.

4.3 Reimbursement. If the Project is cancelled or HOFPP is otherwise prevented from developing the Project as outlined in the Proposal through no fault of HOFPP, including the non-occurrence of the contingencies outlined in Section 4.2 above, then HOFPP may suspend the remainder of its activities under this Agreement and the CITY shall reimburse HOFPP, its agents, vendors, employees, consultants, contractors and attorneys the costs incurred by HOFPP for the work and services actually provided under this Agreement and the CITY will own any resulting work product and improvements. Reference attached Exhibit E for reimbursable items for the Interim/PreDevelopment Phase.

5. Indemnification.

5.1 HOFPP shall protect, defend, indemnify and hold harmless the CITY, its officials, officers, employees and agents from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs through trial and the appellate level, or liabilities of every kind, nature or degree arising out of or in connection with (a) the rights, responsibilities and obligations of HOFPP under this Agreement; (b) the breach or default by HOFPP, its agents, vendors, employees, consultants, or contractors of any covenant or provision of this Agreement; or (c) the negligent acts or omission or willful misconduct of HOFPP or its agents, vendors, employees, consultants, or contractors; but only to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of HOFPP, its agents, vendors, employees, consultants, or contractors or persons utilized by HOFPP. Without limiting the foregoing, this indemnity includes any and all such claims, suits, or causes of action relating to (a) personal injury, death, damage to property, defects in construction, rehabilitation or restoration of any of the Property by HOFPP, its agents, vendors, employees, consultants, or contractors; (b) alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by HOFPP, its agents, vendors, employees, consultants, or contractors; or (c) any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by HOFPP, its agents, vendors, employees, consultants, or contractors.

5.2 HOFPP further agrees that, upon proper and timely notice from CITY, HOFPP will defend any such claims at its sole expense. If called upon by CITY, HOFPP shall assume and defend not only itself but also the CITY in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to

the CITY, provided that the CITY (exercisable by CITY's Attorney) shall retain the right to approve the counsel proposed by HOFFP.

5.3 This indemnification shall survive termination, revocation or expiration of this Agreement and shall cover any acts or omissions occurring during the term of the Agreement, including any period after termination, revocation or expiration of the Agreement while any curative acts are undertaken and is not limited by insurance coverage. Notwithstanding the foregoing, in no event shall the discovery by HOFFP of contamination at the Property alone be considered damage to property, resulting from HOFFP's or its agents, vendor, employees or contractors' use of or access to the Property which is subject to the indemnity covenants of HOFFP contained herein.

5.4 All construction materials, equipment, goods, signs and any other personal property of HOFFP, its agents, employees or contractors, shall be protected solely by HOFFP. HOFFP acknowledges and agrees that the CITY assumes no responsibility, whatsoever, for any such items and that the security and protection of any such items from theft, vandalism, the elements, acts of God, or any other cause, are strictly the responsibility of HOFFP.

5.5 HOFFP will bind all of its CONSULTANTS to these indemnification provisions.

6. Insurance.

6.1 HOFFP will carry Commercial General Liability insurance and coverage as follows:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits of:

- \$5,000,000 each occurrence and \$5,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability assumed by HOFFP under the indemnification provisions of this Agreement.

6.2 HOFP shall cause its architect/engineer, construction manager, demolition contractor, and other entities performing work under this Agreement (each a "CONSULTANT" and collectively, "CONSULTANTS") to procure and maintain, during the term of this Agreement and during any renewal or extension term of this Agreement, at their sole expense, insurance of such types and with such terms and limits as noted below that are applicable to each CONSULTANT'S work.

6.3 Providing proof of and maintaining adequate insurance coverage are material obligations of CONSULTANTS. CONSULTANTS shall provide the CITY a certificate of insurance evidencing such coverage. CONSULTANTS' insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by CONSULTANTS shall not be interpreted as limiting HOFP's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the CITY's Risk Manager.

6.4 The coverages, limits, and/or endorsements required herein protect the interests of the CITY, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by HOFP or CONSULTANTS for assessing the extent or determining appropriate types and limits of coverage to protect HOFP and/or CONSULTANTS against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the CITY's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by HOFP under this Agreement.

6.5 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits of:

- \$5,000,000 each occurrence and \$5,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$5,000,000 project aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The CITY, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured - Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability assumed by HOFP under the indemnification provisions of this Agreement.

Professional Liability/Errors and Omissions Coverage

If a CONSULTANT is performing professional services, coverage must be afforded under a Professional Liability policy with limits of:

- \$1,000,000 each claim
- \$2,000,000 general aggregate limit
- \$100,000 deductible not to exceed

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage with limits of \$1,000,000 combined single limit each accident.

If CONSULTANTS do not own vehicles, CONSULTANTS shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Crane and Rigging Liability

Coverage must be afforded for any crane operations under the Commercial General or Business Automobile Liability policy or Property policy, as necessary, in line with the limits of the associated policy.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, CONSULTANTS shall procure and maintain any or all of the following coverage, as applicable, to the extent required in a subsequent written agreement or amendment to this Agreement, signed by the Parties.

A. Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement.

B. Asbestos Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of work performed under this Agreement.

C. Disposal Coverage

CONSULTANTS shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for sudden and accidental occurrences in an amount of \$1,000,000 per claim and shall include liability for non-sudden occurrences in an amount of \$1,000,000 per claim.

D. Hazardous Waste Transportation Coverage

CONSULTANTS shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount of \$1,000,000 per claim limit and provide a valid EPA identification number.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the CITY must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the CITY's Risk Manager, if they are in accordance with Florida Statutes.

CONSULTANTS waive, and CONSULTANTS shall ensure that CONSULTANTS' insurance carrier waives, all subrogation rights against the CITY and the CITY's officers, employees, and volunteers for all losses or damages. The CITY requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

CONSULTANTS must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

6.6 Insurance Certificate Requirements.

a. CONSULTANTS shall provide the CITY with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.

b. CONSULTANTS shall provide to the CITY a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of CONSULTANTS to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term goes beyond the expiration date of the insurance policy, CONSULTANTS shall provide the CITY with an updated Certificate of Insurance prior to the expiration of the insurance currently in effect. The CITY reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The CITY shall be named as an Additional Insured on all required Commercial General Liability, Business Automobile Liability and Pollution Liability policies.

g. The CITY shall be granted a Waiver of Subrogation on CONSULTANTS' Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

i. The Certificate Holder should read as follows:
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

j. CONSULTANTS have the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention. Any costs for adding the CITY as an Additional Insured shall be at CONSULTANTS' expense.

k. If CONSULTANTS' primary insurance policy/policies do not meet the requirements, as set forth in this Agreement, CONSULTANT may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

l. CONSULTANTS' insurance coverage shall be primary insurance as respects to the CITY, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

m. All required insurance policies must be maintained until the CONSULTANT'S work is complete. Any lapse in coverage shall be considered breach of this Agreement. In addition, CONSULTANT must provide to the CITY confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The CITY reserves the right to review, at any time, coverage forms and limits of CONSULTANTS' insurance policies.

n. CONSULTANT shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to CONSULTANTS' insurance company or companies and the CITY's Risk Management office, as soon as practical.

o. It is HOPF's responsibility to ensure that CONSULTANTS and any and all subcontractors comply with these insurance requirements. Any and all deficiencies are the responsibility of HOPF.

7. Joint Preparation. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language in this Agreement expresses the mutual intent of each Party and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one Party than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

8. Severability. If any provision of this Agreement, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Agreement is to be construed as a separate and independent covenant of the Party who is bound by or who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

9. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

10. No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

11. Non-Discrimination. HOPF shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Agreement because

of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

12. Material Breach. Either Party may terminate this Agreement because of a material breach of this Agreement by the other Party, provided that before such termination, the defaulting Party shall be entitled to ten (10) days written notice and an opportunity to cure the breach within such period (or if the breach cannot be cured in 10 days, then the defaulting Party shall provide a plan for curing the breach within 10 days and promptly commence curing the breach). Notice of any breach shall be sent as provided in Section 16.

13. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

14. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either Party may claim by virtue of its residency or other jurisdictional device. **By entering into this Agreement, the CITY and HAFP hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to this Agreement or any acts or omissions in relation thereto.**

15. Notice. Whenever any Party desires to give notice to any other Party, it must be given by written notice sent by electronic mail, followed by registered United States mail, with return receipt requested, addressed to the Party for whom it is intended at the place designated below and the place so designated shall remain such until they have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice:

CITY:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: City Manager (clagerbloom@fortlauderdale.gov)

With a copy to:

City of Fort Lauderdale
City Attorney's Office
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
(aboileau@fortlauderdale.gov)

HOFP:

Capital Group P3 Developments of Florida LLC
55 NE 5th Avenue, Suite 501
Boca Raton, FL 33432
Attn: Mario Caprini
(mcaprini@capitalgroup3.com)

Hensel Phelps Construction Co.
888 SE 3rd. Ave, Suite 200
Fort Lauderdale, FL 33316
Attn: Cory Olson
(cmolson@henselphelps.com)

MACQ Group Holdings, LLC
1055 Thomas Jefferson St, NW
Suite L35
Washington, DC 20007
Attn: Jonathan Kling
(jkling@municipalacquisitions.com)

With a copy to:

Becker & Poliakoff
1 East Broward Blvd., Suite 1800
Ft. Lauderdale, FL 33301
Attn: Jennifer Bales Drake
(jdrake@beckerlawyers.com)

Schreeder, Wheeler & Flint, LLP
1100 Peachtree St.
Suite 800
Atlanta, GA 30309
Attn: Leo Rose, Esq.
(lrose@SWFLLP.com)

16. Prohibition Against Contracting With Scrutinized Companies. Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of

Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2021), as may be amended or revised. The CITY may terminate this Agreement at the CITY’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2021), as may be amended or revised.

17. Public Entity Crimes. In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by contractor shall result in cancellation of the CITY purchase and may result in contractor debarment.

18. Public Records.

IF HOPF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOPF’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK’S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

HOPF shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if HOFPP does not transfer the records to the CITY.

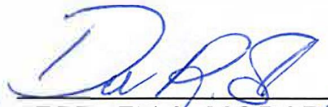
4. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of HOFPP or keep and maintain public records required by the CITY to perform the service. If HOFPP transfers all public records to the CITY upon completion of this Agreement, HOFPP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If HOFPP keeps and maintains public records upon completion of this Agreement, HOFPP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.


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WITNESS WHEREOF, the CITY and the HOFP have set their hands and seals on this Interim Agreement as above.

ATTEST:

CITY OF FORT LAUDERDALE, a Florida municipal corporation of the State of Florida

For 
JEFFREY A. MODARELLI
City Clerk




By: 
DEAN TRANTALIS
Mayor

By: 
CHRISTOPHER J. LAGERBLOOM
City Manager

Date: December 8, 2021

Approved as to form:
ALAIN E. BOILEAU, City Attorney

By: 
RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

HALL OF FAME PARTNERS, LLC, a Florida limited liability company

MICHELLE CHUNG
[Witness print/type name]

By: [Signature]
MARIO CAPRINI
Manager

ALEJANDRO DE ARMAS
[Witness print/type name]

STATE OF FLORIDA:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of DECEMBER, 2021, by MARIO CAPRINI as Manager of HALL OF FAME PARTNERS, LLC, a Florida limited liability company.

(NOTARY SEAL)

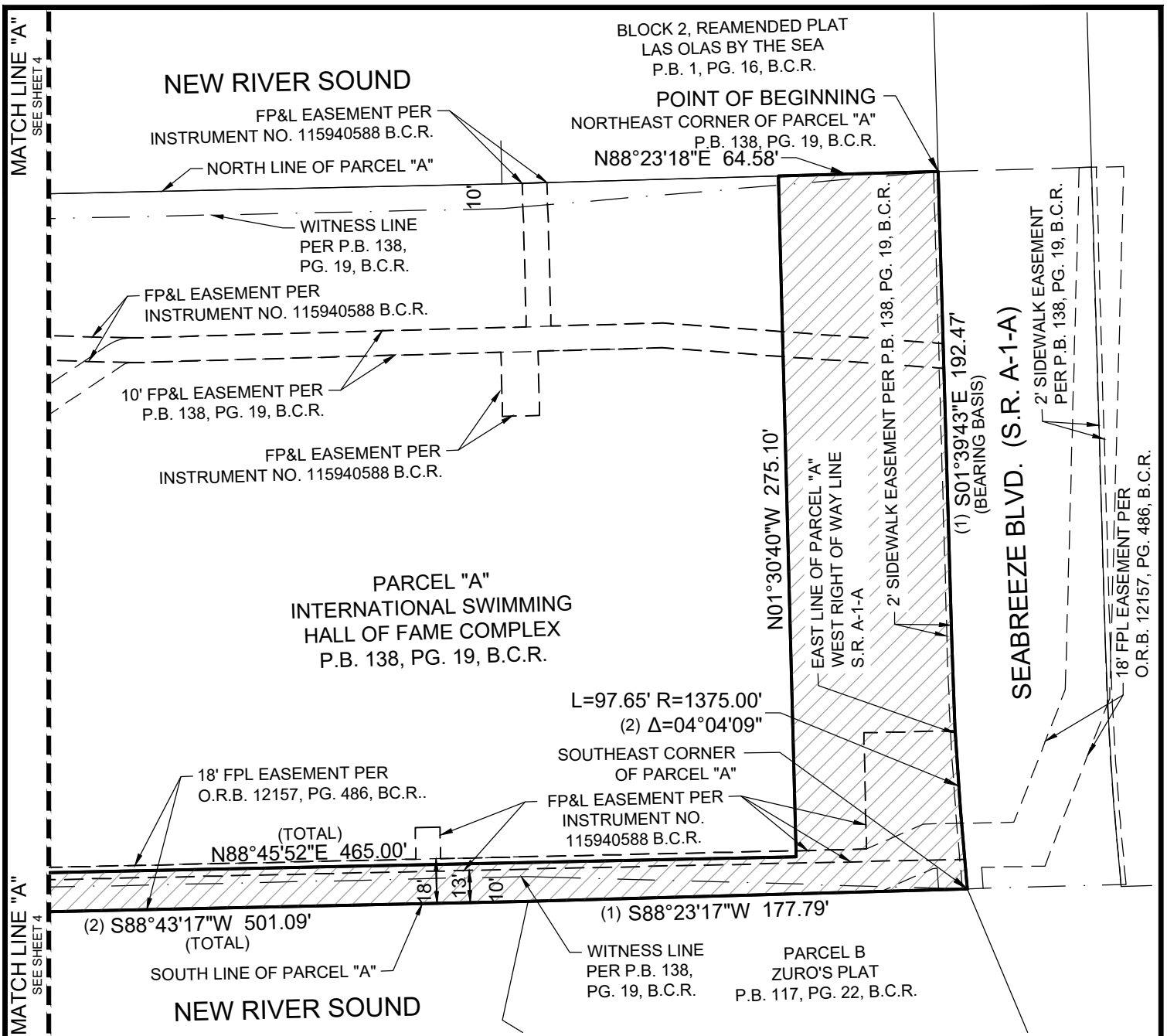
[Signature]
(Signature of Notary Public - State of Florida)



Tiffany Mendez
Comm.: HH 159742
Expires: Aug. 2, 2025
Notary Public - State of Florida

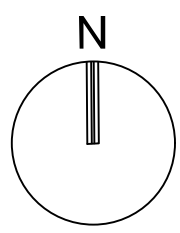
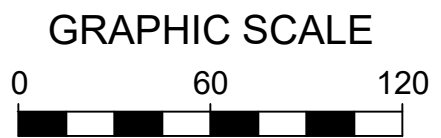
TIFFANY MENDEZ
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



LEGEND:

- B.C.R. BROWARD COUNTY RECORDS
- FP&L FLORIDA POWER & LIGHT COMPANY
- P.B. PLAT BOOK
- PG. PAGE
- O.R.B. OFFICIAL RECORDS BOOK
- R RADIUS
- Δ CENTRAL ANGLE
- L ARC LENGTH



SCALE: 1" = 60'

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

SKETCH & DESCRIPTION

A PORTION OF PARCEL "A"
INTERNATIONAL SWIMMING HALL OF FAME COMPLEX
P.B. 138, PG. 19, B.C.R.

CITY OF FT. LAUDERDALE, BROWARD COUNTY, FLORIDA

KEITH

301 EAST ATLANTIC BOULEVARD
POMPAHO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 3 OF 4

DRAWING NO. 10210.01 SKETCH & DESCRIPTION.DWG

DATE 09/20/21

SCALE 1"=60'

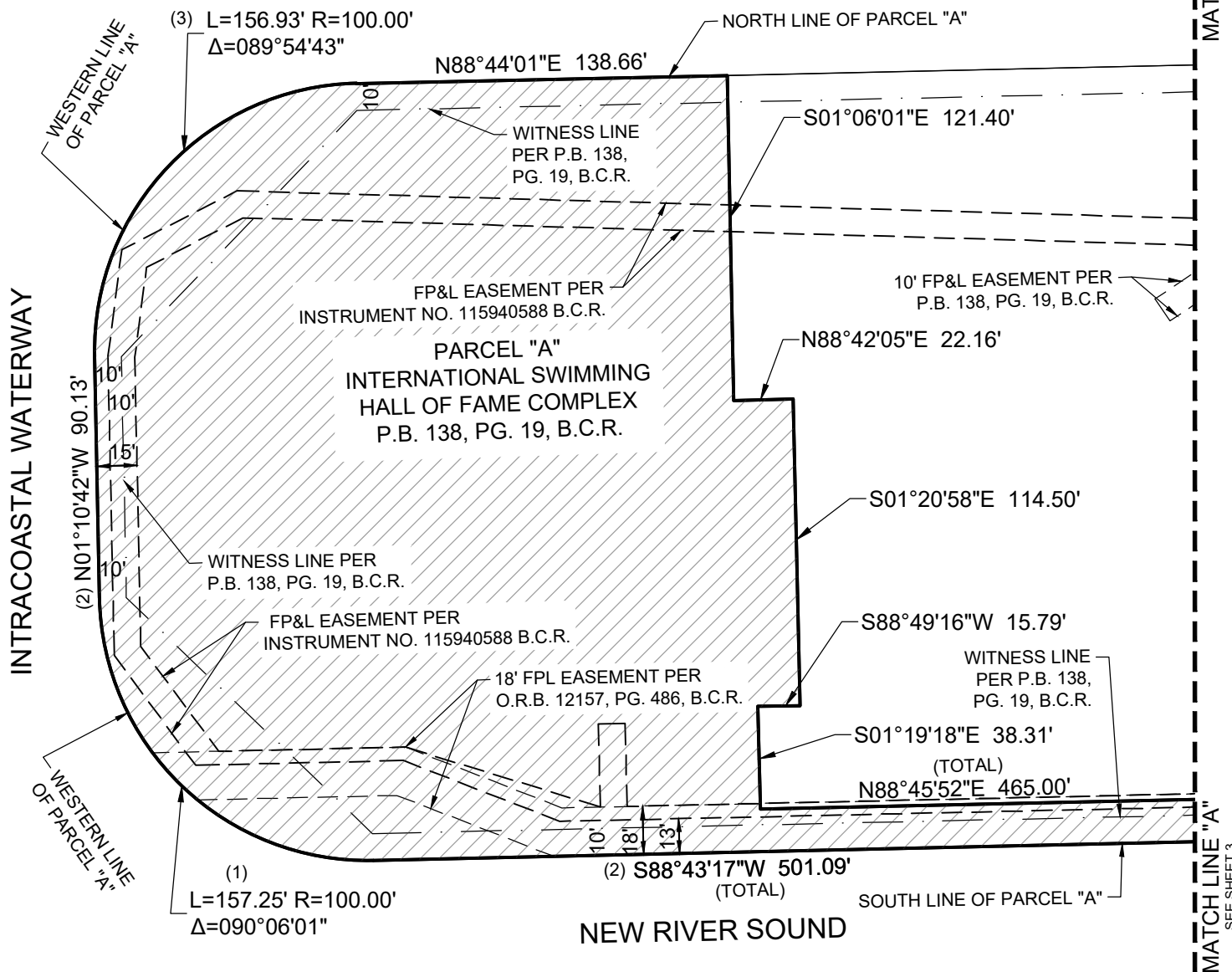
FIELD BK. N/A

DWNG. BY DDB

CHK. BY MMM

DATE	REVISIONS
09/22/21	EASEMENT

NEW RIVER SOUND

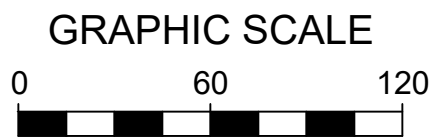
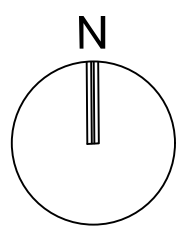


MATCH LINE "A"
SEE SHEET 3

MATCH LINE "A"
SEE SHEET 3

LEGEND:

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SKETCH & DESCRIPTION

A PORTION OF PARCEL "A"
INTERNATIONAL SWIMMING
HALL OF FAME COMPLEX
P.B. 138, PG. 19, B.C.R.



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SHEET 4 OF 4

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DATE	09/20/21
SCALE	1"=60'
FIELD BK.	N/A
DWNG. BY	DDB
CHK. BY	MMM

DATE	REVISIONS
09/22/21	EASEMENT

EXHIBIT B

Hall of Fame Partners, LLC

RE-DEVELOPMENT OF INTERNATIONAL SWIMMING HALL OF FAME MUSEUM BUILDINGS

Unsolicited Proposal | Volume 1 of 3 | Technical



HENSEL PHELPS
Plan. Build. Manage.

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September 14, 2020

Mayor Dean J. Trantalis, Vice Mayor Steven Glassman, Commissioner Heather Moraitis, Commissioner Robert L. McKinzie, Commissioner Ben Sorensen, City Manager Chris Lagerbloom, City Attorney Alain E. Boileau
 City of Fort Lauderdale
 100 North Andrews Ave.
 Fort Lauderdale, FL 33301

Dear Mayor Trantalis, Vice Mayor Glassman, Commissioners Moraitis, McKinzie and Sorensen, Mr. Lagerbloom and Mr. Boileau:

Pursuant to section 255.065 of the 2019 Florida Statutes pertaining to Public-private partnerships, Hall of Fame Partners, LLC is pleased to submit an unsolicited proposal to address the **need of urgent repairs of the East and West Buildings at the Fort Lauderdale Aquatic Center** located at 1 Hall of Fame Drive, owned by the City of Fort Lauderdale and currently leased by the International Swimming Hall of Fame (ISHOF).

Following the guidelines provided in the above-mentioned section of Florida Statutes pertaining to the public need for the construction or renovation of public use facilities, and in compliance with the City's statutory requirements, Hall of Fame Partners, LLC proposes to redevelop the peninsula by demolishing the East and West Buildings and constructing new state-of-the art structures in their place at **zero cost to the City until two years after West Museum Building is complete and operational**. In order to do that, Hall of Fame Partners, LLC has diligently developed a strategy that will allow the City to rectify life safety issues, address building functionality and reinstate the entire public complex to the world-class asset the complex once was.

Please note that in this important development Hall of Fame Partners, LLC has worked closely with the International Swimming Hall of Fame (ISHOF) organization to understand and address their current needs and therefore **this development is fully endorsed and supported by ISHOF**. A copy of the endorsement letter signed by ISHOF's CEO Mr Brent Rutemiller and ISHOF's Chairman of the Board Mr. Bill Kent is attached. Also, a copy of the endorsement letter by the Hall of Fame Historian, Mr. Bruce Wigo is attached.

As required by the City's Statutes and pursuant to resolution 13-187, included in this submission you will find an application fee check in the amount of \$25,000.

Hall of Fame Partners, LLC very much appreciates the consideration and looks forward to delivering a successful project that will not only help alleviate the City's obligations to ISHOF, but also will be a tremendous **benefit to the community**.

Sincerely,

Mario Caprini
 CEO & Development Executive,
 Capital Group P3 Developments of Florida, LLC

Cory Olson
 Project Executive, Hensel Phelps

September 1, 2020

Mr. Mario Caprini
Hall of Fame Partners, LLC
55 NE 5th Avenue, Suite 501
Boca Raton, FL 33432
Direct 954.806.2546



Mario:

We are writing to you with the express purpose of providing both you and the City of Ft. Lauderdale with our formal endorsement of the redevelopment project being proposed by Hall of Fame Partners. Over the course of the last 8 months, I along with members of the Board of Directors have been an integral partner working with your development team and designers to create this iconic vision and new home for the International Swimming Hal of Fame. The proposed design, development plan and financial model are fully supported and endorsed by the Board of Directors. We are confident that we can help meet the general obligations presented in your proposal to subsidize the lease the City will be obligated to during the life of our lease with the City.

This redevelopment has always been our vision and there is a clear need for new ISHOF facilities that both meet the needs of our organization and integrate the City Aquatic Facility with ISHOF as always intended. We at ISHOF have already begun a capital campaign to support this plan. In addition to raising the funds required to build out our new museum, offices, gift shop and commissary, it is our hope that we raise between 5-10% of the cost of the of the redevelopment to establish reserves that can be used to further subsidize the lease obligations the City will be undertaking to make this project a reality.

We could not have been more excited to renew our lease of the City facilities on the aquatic peninsula in 2018 and continue the long history of partnership with the City of Fort Lauderdale. The proposed development offers a path forward for the necessary and ambitious plan to reestablish both the ISHOF and the City of Ft. Lauderdale as the premier location and world center for aquatic sports and its important history.

We want to thank the Hall of Fame Partners for their partnership and relentless effort to bring our vision to reality and create this special opportunity for both the City of Ft. Lauderdale and the International Swimming Hall of Fame.

Sincerely,

A handwritten signature in black ink, appearing to read "Brent Rutemiller".

Brent Rutemiller, CEO
International Swimming Hall of Fame

A handwritten signature in black ink, appearing to read "Bill Kent".

Bill Kent, Chairman of the Board
International Swimming Hall of Fame



September 4, 2020

Dear Mario,

After a review of the latest plans and renderings of the new ISHOF museum and integration of the east and west building within the aquatic center, I felt compelled to express how impressed I am with the project and your vision. As the long-time historian of the International Swimming Hall of Fame and the former CEO, I want to offer my sincere and enthusiastic endorsement of your team's proposal to the City. Your team clearly took the time to listen and understand the historical significance of swimming and practical importance it plays in society. The incorporation of the teaching pool into the design of the ISHOF museum building brings relevancy that is long past due. Relevancy that identifies swimming not just as an essential life skill, but as a practical introduction for children to basic science. The two reasons why Benjamin Franklin was so insistent on the idea of "Every Child a Swimmer" - which is the Motto and Mission of the Hall of Fame.

These iconic buildings are certain to attract not only the attention warranted by the swimming community, but the planned exhibits go well beyond competitive aquatic sports. They will capture the importance and significance of swimming, throughout history, for all of humanity, of every race, religion, ethnic group, able-bodied and disabled young and old alike. It will truly be a powerhouse museum that will offer an incredible and memorable experience for every visitor.

Ultimately, it ensure that the legacy of swimming and aquatic sports is preserved in Fort Lauderdale for generations to come in the way we can all be proud of. All of the elements that have been integrated within the project will make this a one-of-a-kind, world-class destination.

I look forward to continuing to support this project and I welcome the opportunity to provide the City with any further information regarding my endorsement of your proposal to ensure this project moves forward.

Sincerely,

Bruce Wigo
 Bruce Wigo
 Founder - President/CEO
 The Miracle Float, Inc.

The Miracle Float, Inc. 465 Cool Brooke Ln, Goleta, CA 93117



EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Hall of Fame Partners, LLC is pleased to submit this unsolicited proposal pursuant section 255.065 of the Florida Status to demolish existing buildings, design, build state-of-the-art facilities and lease them to the City of Fort Lauderdale in response to the **need of urgent repairs** of the East and West Buildings at the Fort Lauderdale Aquatic Center peninsula.

The solution proposed herein features 2 new buildings, East and West, with iconic designs and fully integrated with the Aquatic Center currently under renovation. The program can be summarized as follows:

NEW WEST BUILDING:

- 5-Floor concrete structure in the intracoastal portion of the peninsula.
- 20,000 sf of Museum space
- 7,000 sf Main Ballroom with views of the intracoastal, Aquatic Center and Atlantic Ocean
- 2,500 SF Event Space with views of the intracoastal, Aquatic Center and Atlantic Ocean
- Café
- Restaurant
- Library
- Offices and Flexible Space
- Teaching pool
- Grandstand seating for the new dive pool
- Exhibit space
- Elevated Parking for 202 vehicles



NEW EAST BUILDING:

- 5-Floor concrete structure overlooking the beach, DC Alexander Park and Seabreeze Blvd.
- Welcome Center
- Coffee Shop
- Café/Terrace
- Retail
- Office Space
- Meeting Room
- Ocean Rescue Office Space



By building these new facilities, the City of Fort Lauderdale will provide valuable facilities to its long-term tenant, the International Swimming Hall of Fame (ISHOF). The City will also provide a desirable international destination to its growing and concerned community. In addition, the City will comply with all legal obligations with ISHOF to be in compliance and fully functional. Currently both buildings, East and West are in significant disrepair and do not meet building and life safety codes. It is estimated that these facilities will reach the end of their useful life in the next 5 to 10 years. Consequently, both buildings will need either major renovations estimated to cost over \$18 Million or replacement at a significant higher cost.

With this, Hall of Fame Partners, LLC's efforts align with the current City of Fort Lauderdale's efforts to renovate the Aquatic Center which will be completed in 2021. Therefore, this development is scheduled while the improvements for the Aquatic Center are ongoing in order to minimize the disruption of the public use of the peninsula.

Hall of Fame Partners, LLC is convinced that both new facilities in addition to the ongoing Aquatic Center renovation will positively impact the community by attracting local and international visitors, developing a plethora of businesses with associated temporary and permanent jobs, supporting sports at worldwide level and generating a positive economic impact in the region. Both new buildings meet or exceed the needs of ISHOF according to their representatives, creating a modern, iconic and unique environment for the enjoyment of both, staff, and community as it was intended when originated.

In order to explore additional positive effects to the community, during conceptual design special consideration was given to the traffic impact. This development will produce approximately 125 AM peak hour trips and 78 PM peak hour trips based on the proposed project program, which has been confirmed by DC Engineers. Consequently, this development complies with trip generation requirements.

This development is an effort shared by some of the most well-known firms in their areas of work. The design services are provided by Arquitectonica and its consultants (Keith, Langan, Thornton Tomasetti, Kamm, Southeast Mechanical and Hypower). Arquitectonica is also the firm that designed the existing buildings, while most of their design partners are currently involved in the design of the Aquatic Center renovations. The construction management services will be provided by Hensel Phelps, whose construction division is working in the current Aquatic Center improvements and its development division holds interests in Hall of Fame Partners, LLC.

Both buildings will be leased to the City of Fort Lauderdale for a 30-year period each, at the end of which the City of Fort Lauderdale will own two buildings worth \$133 Million at the time of reversion. In addition, considering the importance of the City's tenant, Hall of Fame Partners, LLC is prepared to contribute \$1 Million to the ISHOF Capital Campaign due to the lost revenue throughout the duration of the redevelopment.

Lastly, extensive information pertaining to project need, proposed development, project team and financials including costs and schedule, are provided within the proposal, which will support bringing this development for the City of Fort Lauderdale to life.

WHICH IS BETTER?



OR





PROJECT HISTORY

PROJECT HISTORY

The City of Fort Lauderdale (the City) and swimming have a long history and partnership that began in 1928 with the construction of the 50 meter Casino Pool built on the current site of DC Alexander Park. This was a saltwater pool filled twice a week directly with water from just across A1A. This facility became an immediate landmark on the beach in Fort Lauderdale and remained that way for nearly 40 years.

Just a few short years after the Casino Pool opened, the College Swimming Coaches Association and the Women's National Aquatic Forum began holding their annual forums in Fort Lauderdale. This recognition, combined with the development of two young Olympic stars in the 1930's, gained the City of Fort Lauderdale national recognition in the swimming community, which eventually led to the commencement of the partnership between the City and the International Swimming Hall of Fame (ISHOF). In 1962, Fort Lauderdale's Mayor established the "Mayor's Swimmer' Hall of Fame Citizens Committee," which included the entire Commission and 30 civic leaders, charged with fostering and growing the support effort required to bring the Swimming Hall of Fame to the City.

The original aquatic facility constructed on the man-made peninsula was built over a two-year period and was completed in 1965. Following the aquatic facilities construction, the City and the ISHOF cemented their partnership by jointly funding the construction and furnishing of the West Hall of Fame Shrine building which ultimately became the International Swimming Hall of Fame in 1968.

This established partnership and operating agreements negotiated between the City and the ISHOF ensured a mutual commitment to support each other that would last decades. The partnership between the City and the ISHOF became a model for many cities and encouraged the construction of world class aquatic venues around the country.

By 1985, it was estimated that the Swimming Hall of Fame brought \$20 Million of an annual economic impact to the City. The awareness of this contribution led to both a major renovation of the City aquatic facility and the expansion of the Hall of Fame Museum. Following completion of the renovation, the aquatic facilities continued to receive recognition as a world class venue. This recognition coupled with the prestige of the International Swimming Hall of Fame brought its first US National Championship meet in 1991, in which the first two of 11 world records were set at the facility.



Fort Lauderdale's Municipal Swimming Pool and Casino Pool.



Fort Lauderdale's Casino Pool Designed by Frances Abreu.



In 2019, the City committed \$28 Million to the renovation of the Fort Lauderdale Aquatic Center. The City also approved the replacement of the south Administration Building and locker rooms along with the construction of a 27-meter high dive tower. This will be the only tower of its kind in the western hemisphere. This renovation of the aquatic center will undoubtedly bring the facility back to its world class competition status and re-establish Fort Lauderdale as the premier location for competitive diving and swimming, not just in the United States, but around the world.



PROJECT NEED



Existing ISHOF West Building

The Aquatic Center renovations will be completed in 2021 and should go hand-in-hand with the renovation of the City owned East and West Museum Buildings, which are not part of the current efforts and have not been substantially renovated in over 30 years. The buildings are in disrepair and are approaching the end of their useful life. The buildings themselves and all of its system are not expected to be usable in the next 5-10 years. This end of life falls significantly short of the duration of the lease term the City has with the International Swimming Hall of Fame which continues until 2049. In 2019, the International Swimming Hall of Fame (ISHOF) renewed it's lease with the City of Fort Lauderdale (the City) for 30 years demonstrating its commitment to occupying the City owned East and West Museum Buildings which share the peninsula with the aquatic facility currently under renovation.

Also it is important to understand that neither the East nor the West Building meet current building codes related to ADA, access, egress, and life safety which jeopardizes not only the public but also the staff and the priceless artifacts that the museum houses and preserves. The section that follows highlights the primary issues with the East and West Buildings and is provided to demonstrate the urgent need for the City to move forward with the replacement of these buildings. This team estimates the East and West Building will require major renovations in excesses of \$18 Million. These costs would be required to bring both buildings up to code and create safe facilities for the public and staff through the remainder of the current lease.



Existing ISHOF East Building

Overall the building components and systems are well beyond their useful life. The following lists identifies the elements of the building which remain in substandard conditions that require a tremendous amount of maintenance to keep the building operational.

While this is not a comprehensive report or list of all issues with the East and West Hall of Fame Buildings, it should serve to demonstrate these facilities are in desperate need of being replaced.

WEST BUILDING MAIN ISSUES

- Roof Leaks are present
- Entire building envelope needs upgrade and painting
- Main entrance, first, and second floor needs replacing
- Main entrance doors need security upgrades
- Security camera system outdated
- Main entrance to first floor is not ADA complaint
- First floor restrooms are not ADA compliant and have plumbing issues
- First floor Library has electrical issues
- Second floor electrical rooms need upgrades
- Second floor kitchen needs upgrades
- Second floor restrooms have plumbing issues and inadequate number of stalls
- Reel up storm shutters on southside have been closed for 20 years
- Banquet kitchen inadequate
- Banquet Hall projector room is obsolete and dangerous to navigate of steps
- Banquet Hall electrical outlets on some walls do not function

EAST BUILDING MAIN ISSUES

- Entire building envelope needs upgrade and painting
- Entire building flooring is deformed and discolored
- Building leaks through walls on second floor
- Building is not wired for security properly
- Building windows on lower floors are rusted and aged
- Building windows or second floor do not protect from UV rays harming exhibits
- No restrooms on first floor
- Restrooms on second floor are insufficient and aging
- Pool observation window leaks on second floor
- Outdoor lighting for entry underpass is poor
- Building entrance door is rusted and lacks modern security
- Security camera system outdated
- Building lacks storage space

ISHOF EXISTING CONDITIONS

In general, many of the components throughout the buildings are in substandard condition and require a tremendous amount of maintenance to keep the buildings in a condition that they can even be occupied. The information which follows is intended to illustrate the general state of the facilities currently being leased by ISHOF from the City.

Water Intrusion – Though the roofing on both the East and West Building have been replaced, there are still leaks that occur periodically. Additionally, water is entering the building through other sources, such as the windows and exterior cracks in the stucco system. This constant water intrusion is making the building susceptible to mold, as well as deteriorating interior drywall, baseboards, and flooring. As this condition continues, the chances of valuable artifacts and exhibits becoming destroyed is highly probable.



Damage on walls due to water intrusion, making the building susceptible to mold which can affect the health of users.



Water damage on walls by the electrical outlet.



Water damage by windows. Valuable artifacts in the museum are exposed to unfavorable conditions and may suffer irreversible damage.

Exterior Appearance – The exterior of both buildings have begun to show signs of stress and water damage through structural cracking and stains in the stucco system. In addition, the windows currently have several defects, such as cracks in the glazing, inoperable hurricane shutters, and do not have a UV reflective coating; which is causing damage to the museum’s artifacts. In order to ensure a proper watertight building and a revitalized appearance, a complete replacement of the stucco system and all windows would be required.



Exterior of building in poor conditions.



Front Facade. Cracked stucco and deterioration of the building causing damages and an unattractive appearance.

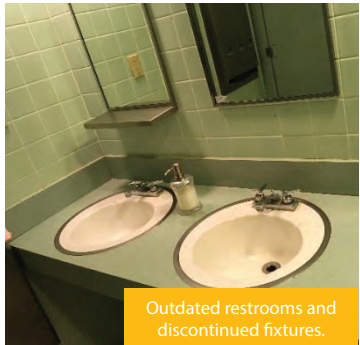
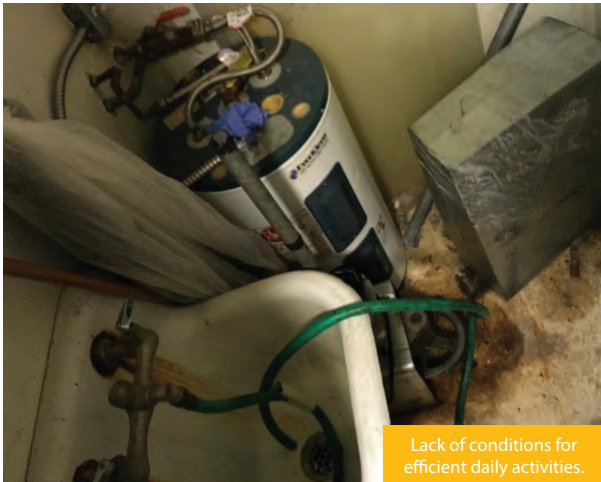
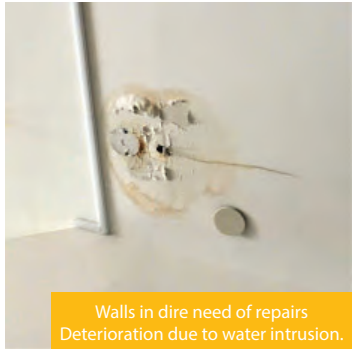


Cracked stucco by the windows which also are in dire need of replacement.



Cracked stucco can caused damages to the structure and to the valuable assets the building store.

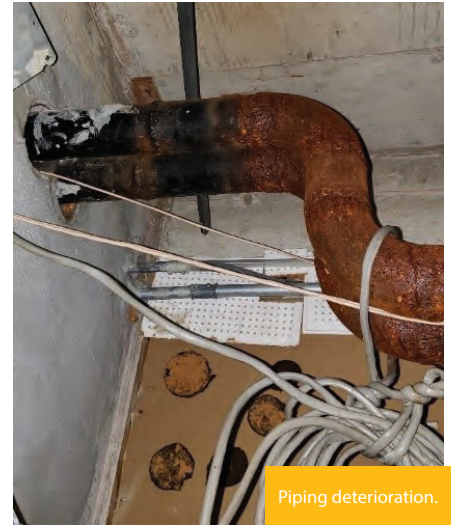
Interior Conditions & Finishes - After the roofing systems on both buildings were replaced, water stains on gypsum and ACT ceilings were not removed and replaced. These areas could have underlying mold that will require mitigation. Due to the age of the buildings, most of the interior finishes have not been updated since the building originally opened. This includes the outdated restrooms, non-energy efficient light fixtures, aged carpet and VCT flooring, and discontinued plumbing fixtures.



MEP and Life Safety Systems – Many of the air handling units, ductwork, and piping are well beyond their usable life span which has caused the facility to constantly address issues related to leaking and corrosion. The air handlers that service the auditorium have been inoperable, which forced this area to be closed for business.



Piping deterioration and usage beyond their life span creating leaking and corrosion issues.



Piping deterioration.



Deterioration, leaking and corrosion. Some systems are inoperable causing the closing of the areas for business.



"IT Room" current status reflects on the staff working conditions.

Lack of Space – Dedicated storage areas inside both buildings are limited and therefore the facility has no other option but to utilize space inside the electrical and mechanical rooms. This is not code compliant and creates safety concerns for the building’s personnel.



Convoluted Rooms not intended for Storage Space creating hazardous conditions.



Lack of storage. Electrical room is used as additional storage creating safety concerns.

ADA/Egress Clearances – The designated main lobby entrance located on the North side of the Museum is currently not ADA compliant due to interior steps. For this reason, all ADA traffic must be directed through the West side of the building. Furthermore, although not a requirement, the entrance doors are not automated. Upgrading these doors to be equipped with openers would allow for greater accessibility. Beyond building accessibility, the public restrooms also do not meet ADA requirements when it comes to design, spacing, quantity, and lack of required grab bars. Having a non-ADA compliant building not only impacts the building’s functionality but limits the number of visitors that can enjoy the Museum and creates a potential for future lawsuits.



PROPOSED DEVELOPMENT

PROPOSED DEVELOPMENT



Rendering - Proposed East & West Building

The new masterplan and design for the International Swimming Hall of Fame (ISHOF) and aquatic facility incorporates two new iconic buildings that bookend the existing peninsula. At the western side rising above the Intracoastal Waterway is the ISHOF Museum building. It houses a 20,000 SF museum space along with a large 7,000+ SF main ballroom and a junior 2,500+ SF event space both with breathtaking views of the Intracoastal, the aquatic facility, and the Atlantic Ocean to the east. This building also houses new parking facilities for 202 vehicles and a promenade at the western end of the peninsula open to the public that skims the edge of the waterway. The building also includes a roof top restaurant with outdoor dining.

The aquatic facility is further integrated within the new building's footprint through the inclusion of a new covered teaching pool, restrooms and an administrative office. The originally planned 500 seat grandstand that was removed



Rendering - Proposed West Building SW Corner



Rendering - Proposed East Building East Elevation (view from the street)

from the aquatic center renovation scope have now been incorporated into the West Building overlooking the existing pools and the new 89 foot (27 meter) tall dive tower. New VIP viewing suites on the new ISHOF Museum level lead out with direct access to the new grandstands with a view of the entire aquatic center.

The proposed ISHOF East Building which overlooks the beach, DC Alexander Park, and Seabreeze Boulevard will create a new monumental gateway to the aquatic facility and serve as a Welcome Center for the museum to the west. It will house a street side café, a museum welcome center, a new Ocean Rescue office facility for the City, as well as leasable commercial space. There are two unique and inviting exterior terraces that

are part of this building both of which will be accessible to the public. These terraces will allow visitors to not just enjoy their coffee, but will provide spectacular views of the aquatic center, ocean, DC Alexander Park, and the stunning skyline of Fort Lauderdale.

These terraces could also be used as event space and will make tremendous viewing location for events at the aquatic center.



Rendering - Proposed East Building West Elevation (view from the pool area)

Both the new East and West Buildings are designed with large cantilevering slabs reading as crisp white horizontal planes against the brilliant blue shades of the pools and the sky. The facades are created with floor-to-ceiling glass and are shaded by the eyebrows of the floors extending past the window walls. There are expansive terraces as the buildings welcome both internal and external guests with a playful design of the words SWIM and DIVE on the East Building façades.



The essence of the design is multi-fold including the goal of creating an iconic destination for the City. It's time to turn the page to an exciting future for both the program needs of ISHOF and to maximize the enjoyment of this amazing City property for residents and guests alike. This incredible site, the noble institution of ISHOF, and the residents and tourists of the City unquestionably deserve the best this wonderful site has to offer.


The grandeur of the design conveys an exciting, inspiring image of the great future being forged in Fort Lauderdale while respecting the city's past and the history of swimming. These iconic buildings create a new, positive, memorable place and imagery for both the City and ISHOF that is poised to become the new iconic image of Fort Lauderdale. Let's embrace the bright new future as we build upon the wonderful legacy of the past. The re-imagining of the ISHOF Museum and the aquatic facility dovetails with the City's bold and well-considered improvements of the nearby beloved and critically important Las Olas corridor. These energizing and thoughtful redevelopments work hand-in-hand: the manifestation of the New Fort Lauderdale.

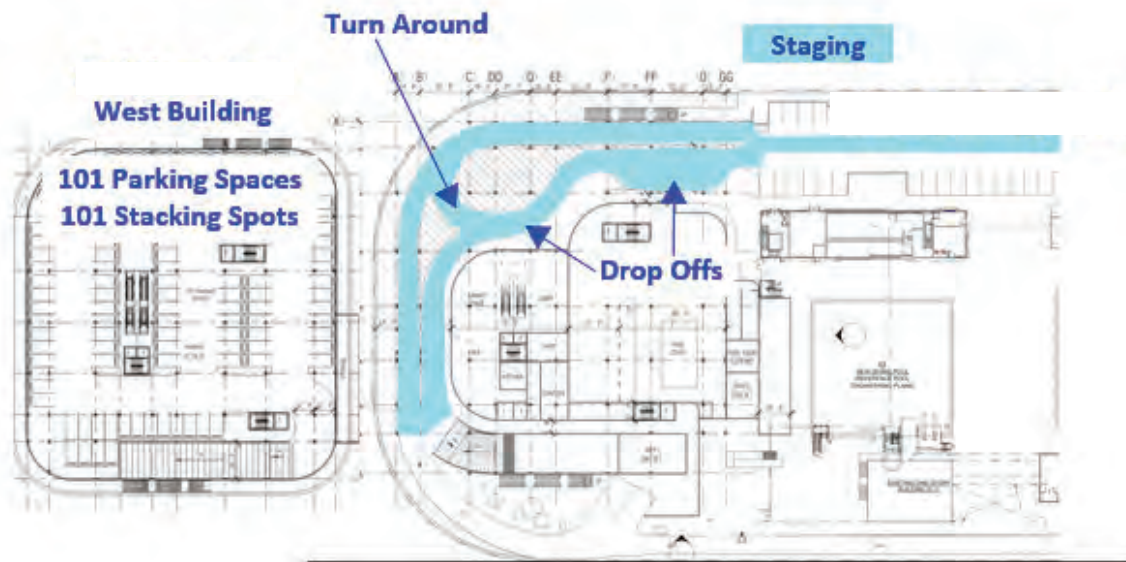


PARKING PLAN AND CONSIDERATION

In conjunction with programing and designing these iconic buildings the team placed a focus on the fundamental challenge that exists on the barrier island for all new projects: Parking. The project team set out an ambitious goal to solve parking concerns:

1. This project increases the amount of parking for the existing services on the peninsula.
2. This project provides enough parking for existing and new traffic loads on a typical day without the needs for offsite parking.
3. This project incorporates enough parking into the new design to accommodate the new and existing uses of the facilities on the peninsula.
4. This project creates a staging , turnaround, and drop off area for the west museum and event center building that prevents congestion on AIA.
5. This project creates revenue streams for the specific uses of the new buildings to subsidize the development.

	EXISTING PENINSULA PARKING TODAY	110
	TOTAL PENINSULA PARKING AVAILABLE WITH PROPOSED ISHOF DEVELOPMENT	320



With regard to aquatic events, neither the current parking facilities nor any practical size parking facilities could be built to handle the 1,500 to 2,000 people expected at the major aquatic competitions. Much like the boat show, the music festivals or other events near the beach, offsite parking will be required during major aquatic events. Based on our research the City of Fort Lauderdale Parks and Recreation only allow those running the events and coaches at the event to park on the peninsula.

When simultaneous events occur at ISHOF and the event center the use of valet services will accommodate offsite parking. The map below identifies 4 locations nearby where overflow parking can occur. This includes the presently under utilized Las Olas Parking Garage. This will serve to bring additional revenue to the City and better utilize this great City asset.

Pertaining to the traffic impact, this development will produce approximately 125 AM peak hour trips and 78 PM peak hour trips based on the proposed project program. This has been confirmed by DC Engineers. Consequently, this solution complies with trip generation requirements.

ADDITIONAL PARKING ILLUSTRATION



Aquatic Center Peninsula

Additional Overflow Aquatic Event Parking including the new Las Olas Parking Garage



DEVELOPMENT TEAM

PROJECT TEAM

HALL OF FAME PARTNERS

Hall of Fame Partners, LLC is a single purpose entity established to deliver this exciting and unique project for the City of Fort Lauderdale (the City). CGHP P3 Developments will ultimately ensure the delivery of this project as a joint venture company formed through the partnership of Capital Group P3 Developments of Florida LLC (CGP3) and Hensel Phelps. This is a powerful and unique partnership which is unparalleled in the Public Private Partnership (P3) market. This joint venture combines the expertise and experience of CGP3 in the P3 delivery model with the financial strength of Hensel Phelps as the most awarded design-builder in the United States. The strength and value created by CGP3's ability to deliver 100% financing on a single project up to \$600 Million coupled with Hensel Phelps' ability to provide either parent company guarantees or payment and performance bonds for 100% of the projects cannot be overstated. Simply put, the joint venture of CGHP P3 Developments can guarantee the delivery of any P3 project with no capital investment by the municipality and financing structures that is near equal to the rates municipalities can obtain to finance their own projects.

HENSEL PHELPS

Hensel Phelps was founded in 1937 and is a national recognized leader in the construction industry with a local office in Fort Lauderdale specializing in delivering large, complex design-build projects to public and private ownership groups throughout the United States. With a backlog of nearly \$8 billion and construction revenues averaging over \$5 billion annually, Hensel Phelps employs over 3,700 construction professionals to deliver landmark projects for clients across nearly every market sector. In addition to being one of the largest privately held construction companies in the United States and the most awarded design-builder, Hensel Phelps has successfully acted as co-development partner on more than 24 projects totaling over \$2.5 billion of development across the country.

Delivering excellence in all we do. This is not Hensel Phelps' long-term goal but what they strive for each day. This vision sets the tone for everything that they do. Decades ago, their founders formed a company rooted in integrity, hard work, and grit. Today, Hensel Phelps recognizes that our most valuable assets are the men and women in the red, white, and gold hardhats who for decades have distinguished themselves by creating superior processes, forging strong partnerships, and using innovative technology. Clients refer to this combination as The Hensel Phelps Way. An uncompromising culture of safety, quality, and sustainability. Building landmarks and legacies. DELIVERING EXCELLENCE IN ALL WE DO, creates a clear vision of knowing what we stand for, so we can stand apart for the test of time.

Delivering
EXCELLENCE
in all we do.

Our core values are our guiding principles that define our culture and guide us every day:

OWNERSHIP | We take responsibility. As an employee-owned company, we have a stake in everything we do.

INTEGRITY | We work with integrity and are committed to honesty, building trust and doing the right thing. We provide a workplace free from hazards.

BUILDER | We are builders. We safely self-perform our work while building teams, people, partnerships and legacies.

DIVERSITY | We embrace diversity. From our people, to our partners, to our projects — these differences strengthen our teams and our business.

COMMUNITY | We support our community. We care for our employees, colleagues and neighbors like a family.

HENSEL PHELPS by the Numbers

407
DESIGN-BUILD
PROJECTS

85%
REPEAT CLIENTS

\$3 BILLION
IN MUSEUM
PROJECTS

10 MILLION
SQUARE FEET OF
MUSEUMS

1,000+
LOCAL TRADE
PARTNERSHIPS

\$1.7 BILLION
IN P3 PROJECTS

PARTNERED ON P3
PROJECTS
SINCE **2004**

1.4 BILLION
SQUARE FEET OF
MANAGEMENT SERVICES

\$1.3 BILLION
IN SERVICE/
MANAGEMENT
PROJECTS

124
SERVICE /
MANAGEMENT
PROJECTS



HENSEL PHELPS
Plan. Build. Manage.



Steven F. Udvar-Hazy Center - National Air & Space Museum



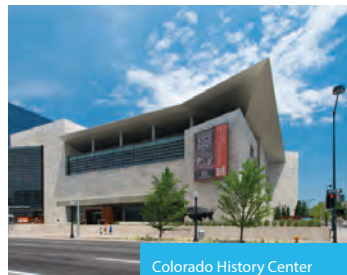
Reynolds Center for American Art & The Kogod Courtyard



California Palace of the Legion of Honor



Steven F. Udvar-Hazy Center - National Air & Space Museum



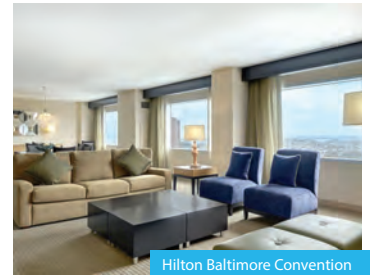
Colorado History Center



Mary Baker Engen Hangar - National Air & Space Museum



Fort Lauderdale Aquatic Center



Hilton Baltimore Convention Center Hotel (P3)



SpringHill Suites & Residence Inn San Diego Downtown (P3)



Marriott Residence Inn Baltimore - Gateway Hotel (P3)



Avenues: The World School - Facility Management



The GEO Group Headquarters - Transitional Services

CAPITAL GROUP P3 DEVELOPMENTS OF FLORIDA LLC

Capital Group P3 Developments of Florida LLC (CGP3) was created by its CEO Mr. Mario Caprini, to identify the need for information and understanding of the P3 market. The company was crafted with the purpose of educating and creating Public Private Partnerships (P3) through a more streamlined and better risk mitigation approach, following years of observations, trials and research, CGP3 presents an optimum solution that benefits both communities and development entities.



Generally, government entities set out to create facilities with a specific purpose for their community. These projects must prioritize optimum impact to the communities that they serve at minimal costs, all while limiting risks and delays for the government entities. In order to create a synergistic development, these projects also need to attract reputable and creative developers and allow for streamlining of the development cycle for them.

There is an abundance of collaboration capacity between well motivated civil servants, elected officials and industry leading developers who are ready to partner together to utilize the P3 approach in order to address the needs of a community. Through years of research and development conducted by CGP3, the company has been able to produce an optimum technique for the successful delivery of P3 projects. The key is to align the right P3 type and process for the city to achieve its goals while making it feasible for the private sector to succeed. The CGP3 method:

1. Consensus Ad Idem | The process must involve a meeting of the minds with governments, affiliate developers, large scale builders and design professionals to discuss what type of P3 will be the most adequate to the development needs.
2. Community Engagement | As an equal partnership, it is imperative that government officials and the community opinions are heard and translated into the development.
3. Identify the Need | By listening to the community, CGP3 can identify the wants and needs within a community in order to make it inclusive.
4. Realizer™ Feasibility Report | The Realizer™ is the key differentiator between the successful CGP3 method vs historically failed P3 initiatives. The Realizer™ is a proprietary program developed by Capital Group allows CGP3 to objectively identify the optimum scenario for both the government entity and the private sector participants, so CGP3 can assess the resources available to accomplish a task or project in the public and private sector. This information is refined into a big picture feasibility study using a cause and effect analysis.
5. Process Selection | Following feasibility study, all stakeholders review and then a P3 process format is selected and followed.
6. Stakeholder Negotiation | Once the process is selected, the public and private stakeholders begin negotiations to create a defined and achievable plan in which mutually agree in good faith to get the job done.
7. Identify the Team | Upon completion of the first six steps, CGP3 assembles the right team for the task. The team includes the appropriate developers, co-developers, finance team, builders, designers, and other key participants. By creating this team, CGP3 is able to propose and implement an ideal turnkey solution that minimizes complications and risks to the client.



The overall objective of CGP3 model is to build a data bank of information and knowledge about P3 Developments, create strategic alliances with key companies in the industry and create opportunities that mitigate risk, delays and maximize results for all parties involved. Eventually, CGP3 strives to become the research and development epicenter for the public and the private sector by providing information to any entity interested in understanding how to identify and facilitate the best solution to obtaining results using a P3 approach.

CGP3 founder, Mario Caprini has nearly 40 years of experience in real estate developments, investments, finance, and construction. Throughout his experience he has witnessed varying economic cycles and overcome obstacles associated with them. It is that expertise that fuels his ongoing love and passion for the industry.

Mario believes that “a winning situation can be created for everyone to obtain what they need and want while minimizing risk and time needed to accomplish projects. Ultimately addressing pressing needs while improving the neighborhoods where people live, work and play.”

As the master developer, CGP3 leverages the complimentary strength of others and the sheer size of the market to partner with co-developers and other key members. CGP3 believes that building the correct team is of utmost importance to project success. The CGP3 business models enables the creation of development entities that target specific regions interested in growing using the P3 method. The firm recently created Capital Group P3 Developments of Florida to expand its unique model throughout the State.

CGP3 wants to turn the traditional lengthy proposal and negotiation process between public and private entities approach on its head. Contrary to common thinking, CGP3 believes that the selection of the appropriate P3 method can make a development efficient and produce long term, consistent results. The key to a successful project lies in the communal approach of joining forces and openly sharing information.

Notable Projects:

- Workforce Project: 2017 and 2018 Best Affordable Home in the USA by SIPA and Best Energy Efficient Home 1,000 SF to 2,500 SF and Best Innovative Green Design and Material Resources by Gold Coast Builders Association (NHBA) Florida affiliate. We have over 36 years of workforce housing experience in low and mid density residential developments.
- Commercial Projects: Developed and owned over 1,000,000 SF of office buildings, retail buildings, medical buildings, government offices, mixed use projects, historical buildings. Developed projects using sophisticated methods using historical tax credits and new market tax credits together with complex financing tools. Now specializing in mixed use destination P3 developments.

TEAM ORGANIZATIONAL CHART

On the following page, you will find our team organizational chart. This depicts the lines of authority and communication of our team. It is broken down into our executive leadership for Development which consists of Capital Group P3 Developments of Florida LLC CEO & Development Executive, Mario Caprini, Hensel Phelps Southeast Vice President / District Manager, Kirk Hazen, and Hensel Phelps Development President Laird Heikens. Directly reporting to the executive leadership is Hensel Phelps Project Executive, Cory Olson. Cory will be the point of contact for all design and construction, legal and finance, and real estate aspects of the facility.



HENSEL PHELPS
Plan. Build. Manage.

Ownership

CGHP P3 Developments

Hall of Fame Partners, LLC

Development

Executive Committee



Kirk Hazen

Vice President, Construction
Hensel Phelps



Mario Caprini

CEO & Development Executive
Capital Group P3 Developments
of Florida LLC



Laird Heikens

President, Development
Hensel Phelps



Cory Olson

Project Executive
Hensel Phelps

DESIGN & CONSTRUCTION



Design-Builder



Project Architect

Design-Build Partners

LANGAN Getotech Engineer	THORNTON TOMASETTI Structural Engineer	KEITH & ASSOCIATES Civil Engineer
KAMM CONSULTING MEP Engineer	HYPOWER Design-Build Trade Partner	SOUTHEAST MECH. Design-Build Trade Partner
SP+ CONSULTING SERVICES Parking Management		

FINANCE & LEGAL

US MORTGAGE

Community Investment Group
Master Lease Funding
Tony Acquaviva

TOOTHAKER

Land Use, Development,
Political Strategy, Procurement
Council
Stephanie Toothacker

SHAPIRO BLASI

Corporate and Contract Council
Andrew Blasi

GREENSPOON MARDER

Government Law & Public Finance Council
Dennis Mele
Skipp Miller
Denise Ganz

REAL ESTATE

EDDY SUA

Vice President
Real Estate

ECONOMOS PROPERTIES

Event Center &
Restaurants
Nick Economos Jr.

SP+ CONSULTING SERVICES

Vice President
Parking Management
Sam Veraldi

COLLIERS COMMERCIAL

Real Estate
Broker
David Preston
Jonathan Carter

JLL COMMERCIAL

Real Estate
Broker
Zack Winkler

PROPERTY MANAGEMENT

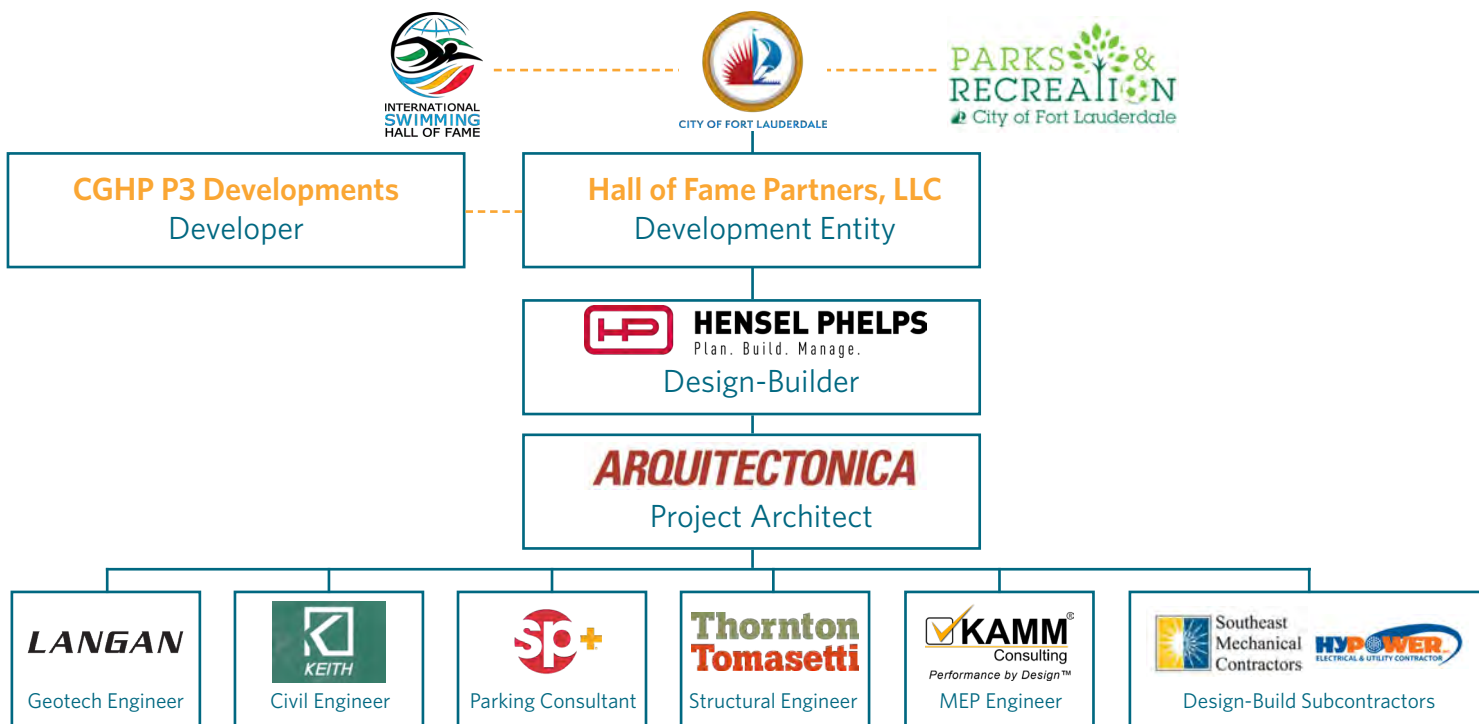
The development team presented on the previous pages was assembled to bring the most experienced professionals in the development world together to deliver this exciting and important project. Mario Caprini will be the primary point of contact for the City and together with Eddy Sua, Kirk Hazen, Laird Heikens, and Cory Olson, this leadership brings nearly 142 years of combined experience in real estate, development, design, construction and building operations to this project. Partnerships with the top commercial real estate brokers of Colliers International and JLL bring certainty to the financial model presented in this proposal. Both firms have provided letters of endorsement demonstrating confidence in the viability of subleasing the retail and office spaces included in the project model. Colliers in particular has provided individual endorsements from both their commercial office sector and their retail office sector groups.

These letters are included in the Appendix and provide reassurance to the City that all aspects of the relevant industries have participated in the development of this proposal. In addition to the commercial real estate expertise, our team has partnered with Economos Properties to consult on the viability of the event space and proposed restaurants in the East and West Buildings.

Economos Properties is also very interested in becoming the operator for the event space and partnering with local hotels that lack the necessary event space to support their existing operations. A letter of endorsement and interest in this project is also included in this section of the proposal.

DESIGN & CONSTRUCTION TEAM

In addition to the expertise of the Development Team and the legal expertise of the three top law firms in the region that will support our project, Hall of Fame Partners, LLC has brought together the best design and construction team to deliver these iconic buildings. CGP3 in partnership with Hensel Phelps, has assembled a group of consultants and design-build trade partners for the project that represent the best in class for their respective professions. Arquitectonica, the lead designer and project architect, has brought their decades of leadership and experience in South Florida and Fort Lauderdale to bring the vision of the International Swimming Hall of Fame to life and create this iconic destination for the City Fort Lauderdale.



LOCAL PROJECT TEAM



MARIO CAPRINI

Development Executive | Capital Group P3 Developments of Florida LLC | Hall of Fame Partners, LLC

As the Development Executive, Mario will provide critical leadership and oversight to the team and overall project. Mario will be focused on the financing side of the project as well the business model related to the sub-leasing of all the revenue generating spaces in the East and West Buildings. Mario will also be responsible for establishing the long term operational and maintenance plan for the new buildings throughout the lease term.

As the Chief Executive Officer of Capital Group P3 Developments of Florida LLC (CGP3), Mario is a visionary and seasoned veteran in real estate development. He is an entrepreneur who has developed and built over 1,000 residential units, 5,000,000 SF of industrial parks, and owned hundreds of thousands of SF of office, retail and medical buildings. He managed his own portfolio of more than 1,000,000 SF and has done business in many countries. Mario's specialty is creative solutions to real estate needs using Private Public Partnerships (P3).

Some of the notable achievements in Mario's career range from Entrepreneur of the year in Montreal, best residential project in Canada, to best office development in North East Ohio. Mario was the first Canadian to have clear title on ex-communist soil in Poland and created an international real estate partnership between private and public entities. Mario's latest achievement was the development of a state of the art energy efficient home prototype for the city of Pompano Beach which was awarded "2017 and 2018 Best Affordable Home in the USA" by the Structural Insulated Panel Association (SIPA) as well as 2017 Recognition of Excellence by the City of Pompano Beach and awarded by Gold Coast Builders Association which is the Florida representation of the National Home Builders Association (NHBA)

Mario strengths in financing and real estate development has enabled him to strategically assemble a powerful group of investors and representatives to create an exclusive financing model to provide projects with 100% financing at or near municipal bond rates. This program is designed for governments, non-profits and large corporations and is made possible through the strategic partnership with Tony Acquaviva, CEO and founder of US Mortgage who operates 23 offices covering 37 states across the Country. This partnership utilizes an affiliate of US Mortgage called US Mortgage Community Investment Group to arrange this 100% financing lease program that anchors the business model of CGP3. This partnership allows CGP3 to provide 100% funding for qualified projects up to \$600 Million each with a capacity of \$10 Billion a year to support such projects. This program contributed to CGP3 was selected in 2019 for the redevelopment of Dania Beach City Center.

1

GUY-CONCORDIA METRO | MONTREAL QUEBEC | \$67.5 MILLION

The Concordia University building consists of 150,000 SF of office on floors 2 to 11 with 24,000 SF of street level and subterranean retail and a metro station entrance. The building has 2 lobbies, one for the main building and one for the metro entrance was renovated as a full gut and redo to accommodate the new tenants.

2

PLACE RENAISSANCE | MAYFIELD HEIGHTS, OH | \$14 MILLION

The Renaissance Center is a 35,000 square foot class A office building with underground parking to accommodate the building. The site we developed was considered not viable for development by the development community because it was too small and the frontage too narrow for this class A office park. Adjacent to the site was leftover parcel and also considered not viable from an adjacent major office development. The design efficiency was exceptional in having only 9% of common areas. The partnership with the City enabled these parcels to support one another for a highly successful development.

3

SOUTH BEACH PLAZA | MIAMI, FL | \$12 MILLION

Located in South Beach, in Miami Beach on the corner of 15th and Ocean Drive. 1501 Collins building consists of approximately 30,000 SF of retail space on two floors adjacent to a residential complex. The mandate was to provide a new program to revitalize physically and financially, the building to facilitate and attract occupancy in the middle of a recession. The space we repositioned into a highly successful mix use development.

LOCAL PROJECT TEAM



CORY OLSON, LEED AP

Design & Construction Executive | Hensel Phelps | Hall of Fame Partners, LLC

As the Design and Construction Executive, Cory will lead the design-build effort. Cory will be responsible for all aspect of the design process and managing Arquitectonica and the rest of the design team to ensure the final design meets the program and performance requirements established for the project . Cory will also oversee and mange the permitting and construction process for the project. Cory will ultimately be responsible for staffing the project and ensuring that project is delivered on time.

As Operations Manager, Cory provides our project teams and clients the leadership and vision crucial to the success of each project assigned. By implementing our proven systems, he assures that all client budgetary and quality goals are met. These systems thoroughly evaluate project finances, schedule and schedule management, resource allocation and quality assurance. With over 4.6 Million SF of project experience, Cory is fully versed in all areas of estimating, purchasing, engineering, superintendency, and project management on both new construction programs and renovation projects.

Cory's career has spanned a wide array of projects in the commercial construction industry working for a number of both public and private clients on highly complex projects ranging from resort hotels and theme parks all the way to military training facilities, international airports, and aerospace manufacturing and rocket launch facilities. Along the way, he has worked in the roles of field engineer, project engineer, superintendent, estimator, project manager, and now operations manager. This wide range of experience gives Cory a unique depth to his knowledge across the entire construction industry which can be easily tailored to any construction project type or clientèle.

1 FORT LAUDERDALE AQUATIC COMPLEX

FORT LAUDERDALE, FL | \$27 MILLION | 46,000 SF

The Fort Lauderdale Aquatic Complex will include demolition and new construction of all swimming pools to upgrade and meet international swimming and diving competition standards, a spa, a 50 meter training pool, and a new grandstand building and bleachers with spectator restrooms, concessions, and a ticket office. Attached to the International Swimming Hall of Fame, the complex is located on a pier which extends out 60 FT over the Intercoastal Waterway. Site improvements include parking and draining improvements, new stadium lighting, landscaping, sidewalks, and a new main entry plaza.

2 AVENTURA HOTEL AT UNIVERSAL

ORLANDO, FL | \$113 MILLION | 403,000 SF

Aventura Hotel is Universal Orlando's first stand-alone, high-rise hotel topped out at 17-stories. The 600 guestrooms, including 13 kids' suites, provide a sanctuary from the excitement of the parks with modern finishes that emphasize calming, natural colors, and plenty of light from floor-to-ceiling windows. Other amenities include a pool with an outdoor bar, hot tub spa, splash pad, fire pit, fitness center, game room, fast-casual food hall with five cuisine options, and a rooftop bar. Coordination onsite was crucial since the new tower was surrounded by 1-4, two active hotels, a water park, and connected to a 5-story parking garage that was built concurrently.

3 HARD ROCK PARK

MYRTLE BEACH, FL | \$112 MILLION | 485,000 SF

The \$400 Million, 75-acre Hard Rock Park is a totally immersive, full-day attraction, appealing to visitors of all generations. The groundbreaking park features five unique, custom-designed zones celebrating rock's culture, lifestyle, and legends. The park's All-Access Entry Plaza features shops and public spaces, while several rock environs have dedicated shops, restaurants, and amusements. Areas such as Rock 'n' Roll Heaven (with the park's signature roller coaster "Led Zeppelin - The Ride"), The British Invasion, Born in the USA, Lost in the 70s, and Cool Country, help visitors experience famous eras in rock 'n roll history via intricately themed buildings and rides.

LOCAL PROJECT TEAM

ARQUITECTONICA**Bernardo Fort-Brescia, FAIA**

Design Principal

As a founding principal of Arquitectonica more than 40 years ago, Bernardo Fort-Brescia, FAIA has designed numerous museums, schools, educational and athletic facilities and will bring a bold perspective to your project. He has extensive experience designing multipurpose event venues and ballrooms, conference and exhibition centers, waterfront restaurants, administrative offices and public safety facilities. Mr. Fort-Brescia will be mostly involved in the master planning, concept design, schematic design and design development phases of the project. He continues to be involved until the building opens, for design optimization and to resolve questions that impact design intent.

In 2018, Mr. Fort-Brescia was the recipient of the Urban Land Institute Lifetime Achievement Award, marking the first time an architect has won the award. Mr. Fort-Brescia's designs have won hundreds of design awards. His work has been featured in 6,000+ national and international publications and has been the subject of numerous museum exhibitions in the Americas, Europe and Asia. Mr. Fort-Brescia is the recipient of the AIA Florida Honor for Design Award and the AIA Silver Medal for Design Excellence.

**Sherri Gutierrez, AIA, LEED AP**Principal In-Charge
Director South Florida Office

As a Principal and the firm's Miami Office Director, Sherri Gutierrez, AIA, has worked on a number of Arquitectonica's most prominent mixed-use projects nationwide, as well as international award-winning projects totaling several Million SF. Ms.

Gutierrez has extensive experience in various types of projects including mid and high-rise residential, hospitality, mixed-use, retail, and recreational.

As the main point of contact for clients and consultants, her responsibilities include overseeing the project from schematic design, through design development to the completion of construction documents, as well as managing Arquitectonica's role during the construction administration services.

Sherri's 23 years of experience with Arquitectonica make her a valuable asset to the successful design, implementation and completion of the firms projects

ARQUITECTONICA

PROJECT EXPERIENCE



INTERNATIONAL SWIMMING HALL OF FAME AND MUSEUM -
FORT LAUDERDALE, FLORIDA



MIAMI CHILDREN'S MUSEUM - MIAMI, FLORIDA



ARQUITECTONICA

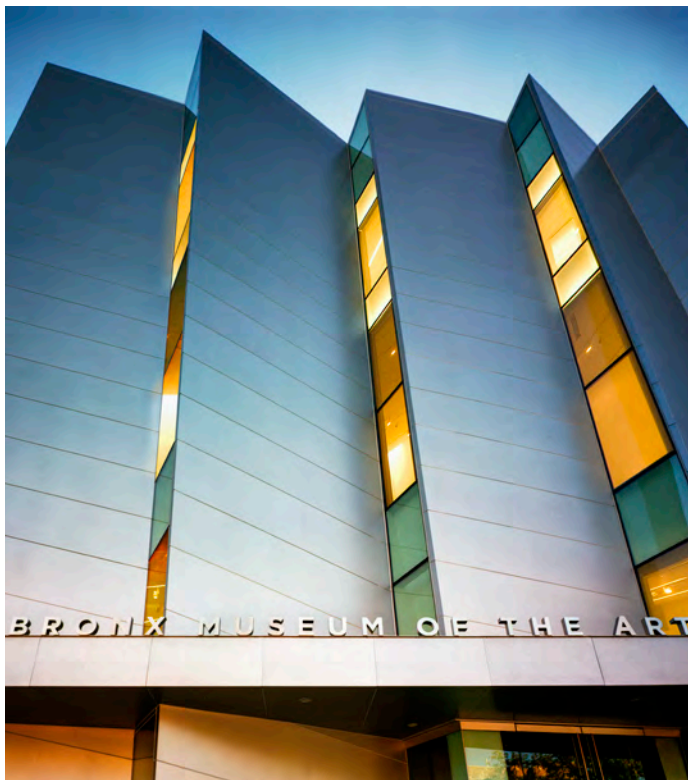
PROJECT EXPERIENCE



VINCENT PRICE ART MUSEUM + EAST LOS ANGELES COLLEGE PERFORMING & FINE ARTS COMPLEX - LOS ANGELES, CALIFORNIA



NATIONAL BASEBALL HALL OF FAME RENOVATIONS - COOPERSTOWN, NEW YORK



BRONX MUSEUM OF THE ARTS - BRONX, NEW YORK




FINANCIAL MODEL & BUSINESS TERMS

FINANCIAL MODEL

THE FUTURE OF ISHOF

This complex has been an iconic landmark within the local and international community. **Today, ISHOF is in need of urgent repairs to address life safety and functional issues, which are required to keep the City in compliance with their lease and also for ISHOF to grow as an entity.** To be recognized on the world stage, to compliment the ongoing investment in the Aquatic Center, and to continue making Fort Lauderdale an international destination there is a need to restore the entire complex to set the bar with a world class design that would better the community.


In order to address the urgent needs of the facility, our team has identified three different courses of action that can be taken by the City:



Option 1 → Minimal Upkeep and Delayed Long Term Solution

The City can continue to solicit bids to patch and repair the building in an attempt to bring it up today's codes and meet it's lease obligation to ISHOF.


This would bring unknown cost and schedule impact to the City and be unacceptable to the functionality and growth plan of ISHOF.



Option 2 → Full Repair and Refurbishment of Existing Facility

The City can perform \$18 Million of renovations that would ultimately cost \$33 Million over 20 years, if bonds were utilized.

This would bring the facility up to code and address the basic needs of the 26,639 SF of interior space, but the dated exterior design would remain untouched.



Option 3 → Proposed Re-Development Solution

The City can spend \$5 Million over the next 32 years to design and develop the iconic complex and bring multiple business opportunities to the peninsula.

This would bring a new 176,760 SF iconic complex that will be four times larger than the existing space and guarantee the cost and schedule for the City.

OPTION 1 → MINIMAL UPKEEP AND DELAYED LONG TERM SOLUTION

Option 1 is the lowest perceived cost to the City. However, **this option is the least cost-effective**, but does allow the City to stay in compliance and meet the intent of the lease with ISHOF. The existing contract requires the City to keep ISHOF up-to-code and support its current business model, which a simple temporary fix approach will not be able to meet these requirements in the long-term, and could ultimately result in a default on the lease. Therefore, Option 1 is not a viable solution for the City to pursue.

OPTION 2 → FULL REPAIR AND REFURBISHMENT OF EXISTING FACILITY

PROS	CONS
<ol style="list-style-type: none"> 1. Familiarity with a Known Process 2. Lower Perceived Financial Obligation 3. Ability to Delay Long-Term Solution 4. Ability to Mitigate Lease Default 5. Less Downtime for ISHOF Operations 	<ol style="list-style-type: none"> 1. Substandard Product for the Community and ISHOF 2. \$18 Million renovation potentially costing \$33 Million for Overly Aged and Dysfunctional Product 3. Limited Growth Potential For ISHOF and minimizes the Emerging Economic Engines and Partner’s potential 4. Missed Opportunity for Synergy with Emerging Hotels and Current Events such as the annual Boat Show 5. Timeline to Develop Alternate Solution can take up to 5 years 6. Minimal Income Stream for City 7. Cost & Schedule Risk for City 8. No Guaranteed Completion per proposed plan

Overall, this is a moderately viable option. The key to this option is the familiarity with the process and ability to delay the long-term solution. The major cons are the capital expenditure to the City for an aged building and a high level of probability for cost and schedule overruns.

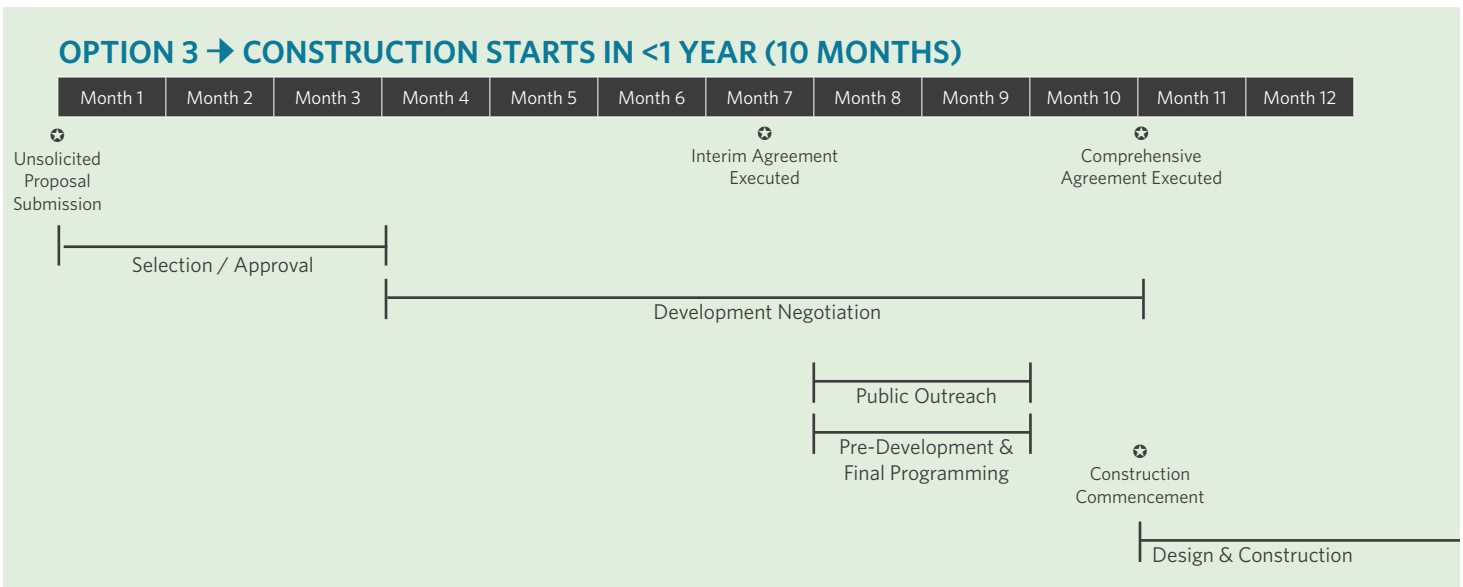
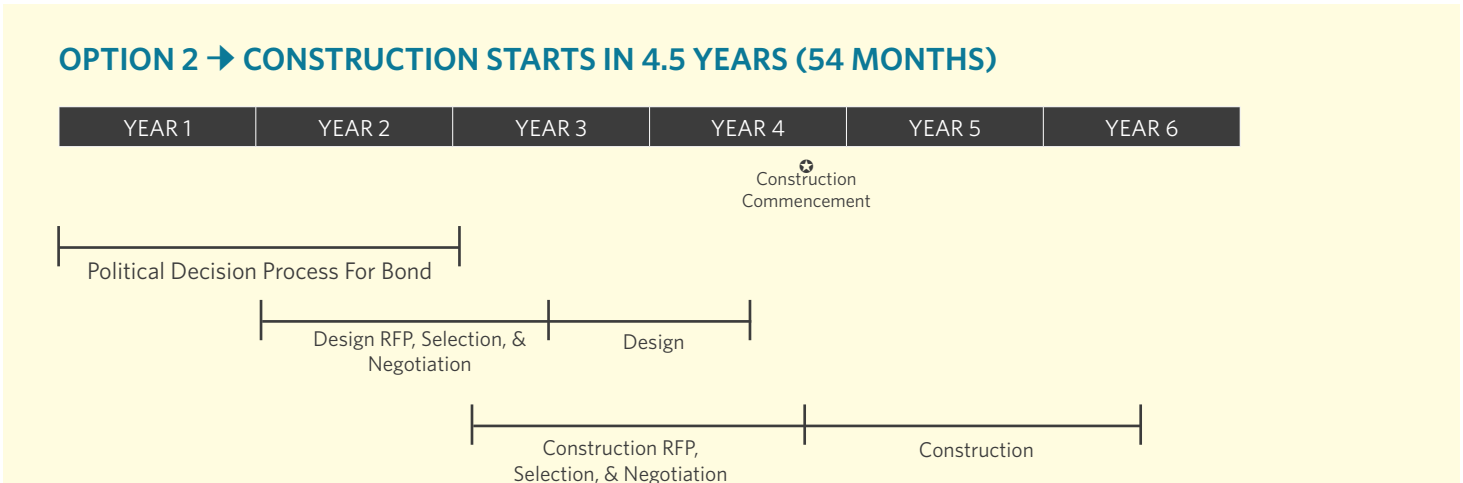
OPTION 3 → PROPOSED RE-DEVELOPMENT SOLUTION

PROS	CONS
<ol style="list-style-type: none"> 1. Addressing City’s Lease Obligation in compliance to ISHOF - Deed Restriction 2. Important Economic Engine and Job Creation 3. Solution for ISHOF’s Vision and Growth Plan 4. Fully Endorsed by ISHOF CEO and Board of Directors 5. New Revenue Sources to Defray City Obligation Through Additional Income Streams 6. Zero Upfront Investment by City 7. After 30 years, the property will revert to the City for \$1.00 8. A \$90 Million project that will only cost the City \$5 Million (A present value of \$2 Million) 9. Zero Cost and Schedule Risk After Development Agreement (Guaranteed Completion) 10. Possibility of Net Zero Cost to the City based on potential additional income streams 11. Creating a substantial asset value for the City at reversion of \$133 Million 	<ol style="list-style-type: none"> 1. Longer Downtime for ISHOF 2. Risk of Subtenant Lease and Maintenance 3. Potential Community Opposition Due to Disruptions of Status Quo 4. Misunderstanding of Proposed Program Solution

Overall, this is the most viable option. **The key to this option is the cost and schedule certainty that can be provided and the ability to generate revenue streams and substantial asset value for the City.** The cons are the challenges of learning a new process and the risks associated with unforeseen costs for maintenance and subtenant lease expenditures.

SCHEDULE

The saying "time is money" is incredibly applicable in both Options 2 and 3. The graphic illustrations below show the overall timelines associated with each Option. The key difference is in the scales shown. Option 2 is in years, Option 3 is in months. Option 2 will begin construction when Option 3 is ready for its Ribbon Cutting Ceremony.



COST

When discussing schedule, cost and inflation go hand-in-hand.

At a very high level, the total overall cost to the City for Option 2 will be \$18 Million in five years. This is the cost associated with the traditional procurement process for the necessary renovations to the existing facility to meet code requirements. Additionally, over the next 20 years, this option will cost the City \$33 Million when including interest costs and when inflation, maintenance costs, and minimal revenue streams are taken into consideration.

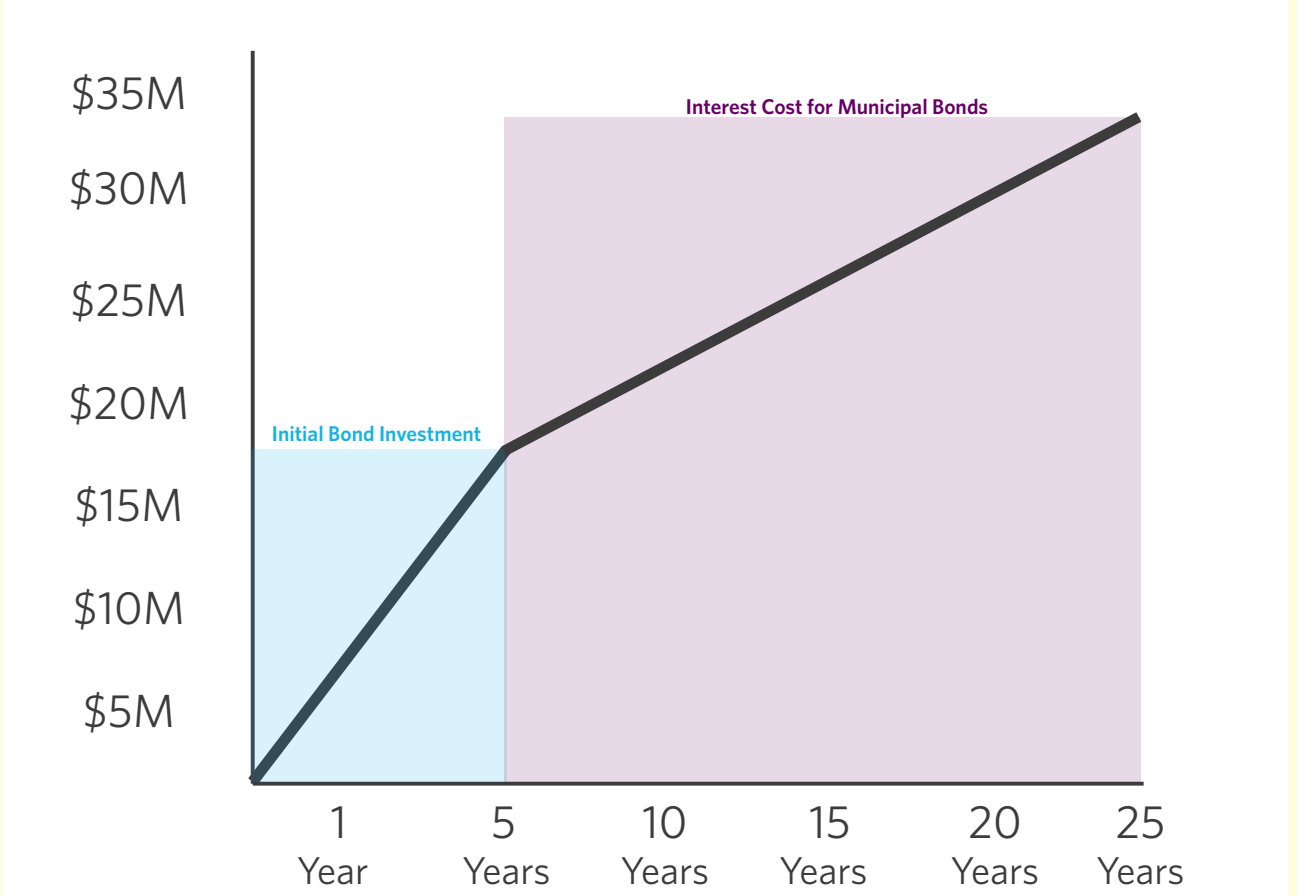
The total cost to the City for Option 3 will be \$5 Million spread over the next 30 years. The question you may ask is " how is this possible?" The chart on the follow page illustrates the funding sources that will allow the City to obtain a larger brand-new facility for a fraction of the cost of Option 2.



FINANCIAL

Option 2 takes into account the procurement process, therefore the costs to the City will not be incurred until design and construction commence. The chart below displays the typical municipal bond investment and interest costs.

OPTION 2 → \$18 MILLION = \$33 MILLION FOR 26,639 SF RENOVATED FACILITY

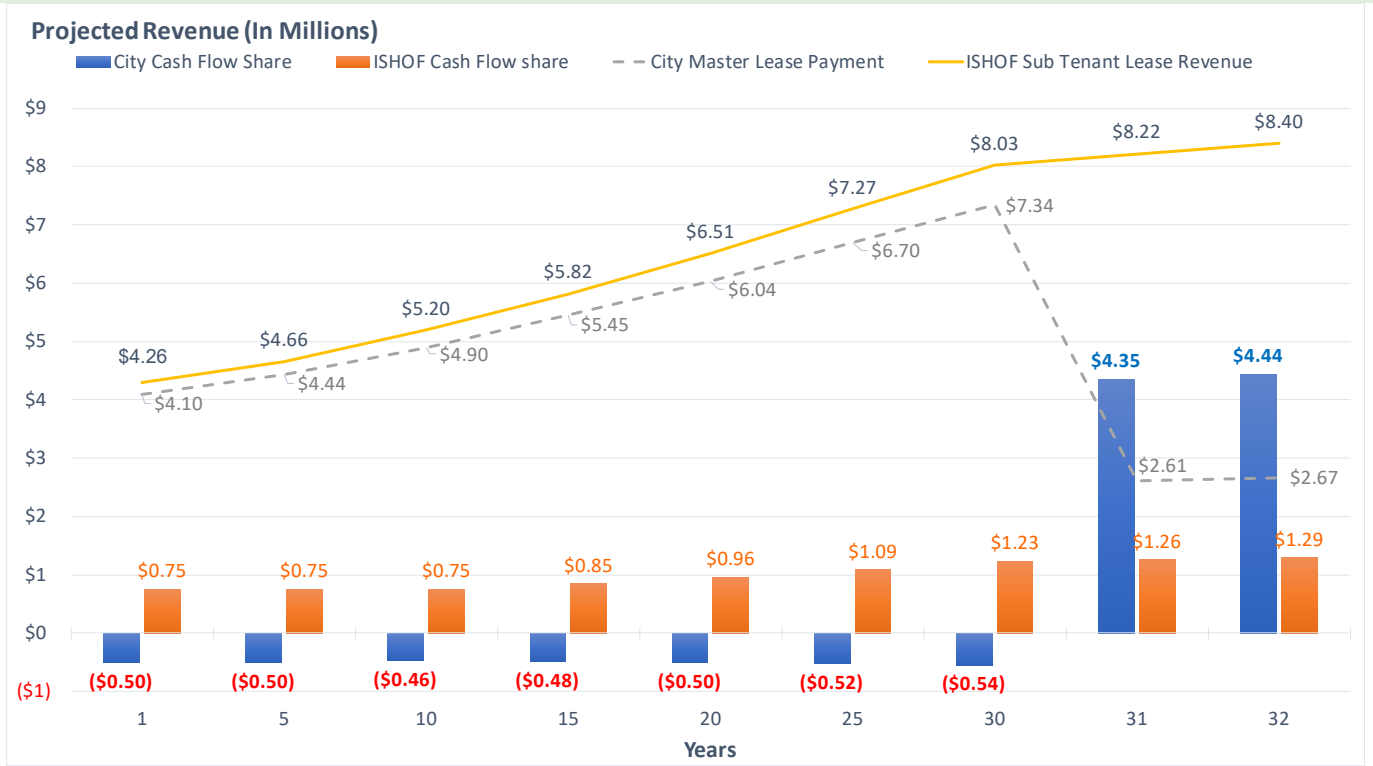


ISHOF RENOVATION BUDGET

Description	West Building	East Building	Totals
Design - 6%	\$726,000	\$294,000	\$1,020,000
Exterior Hardscape and Landscape	\$800,000	\$250,000	\$1,050,000
Building Envelope	\$2,600,000	\$1,100,000	\$3,700,000
Mechanical, Electrical and Plumbing Replacement and Upgrades	\$3,300,000	\$1,400,000	\$4,700,000
Interior Finishes	\$2,900,000	\$1,200,000	\$4,100,000
ADA Improvements and Modifications	\$1,300,000	\$450,000	\$1,750,000
Life Safety Upgrades	\$1,200,000	\$500,000	\$1,700,000
Total First Cost	\$12,826,000	\$5,194,000	\$18,020,000
20 Year Bond Cost at 3%	\$23,353,004	\$9,457,001	\$32,810,005

Option 3 provides the City with new multi-use buildings that ISHOF can utilize to generate revenue for both their operations and to subsidize the lease payments the City will make to the Developer for the new facilities. The cash flow model below outlines the revenue streams that will generate the funding for the new complex.

OPTION 3 → \$5 MILLION OVER 32 YEAR LEASE FOR 176,760 SF NEW FACILITY



Over the next 32 years, the city will need to invest **\$4,982,036**
(Present Value Equivalent of \$2,027,821)

* Calculations based on GCP3 Realizer. Additional back up and details available upon request.

	City Cash Flow	ISHOF Cash Flow Share	City Master Lease Payment	ISHOF Sub Tenant Leases
Year 1	<\$572,339>	\$750,000	\$4,087,035	\$4,264,696
Year 5	<\$524,317>	\$750,000	\$4,435,985	\$4,661,668
Year 10	<\$458,060>	\$750,000	\$4,918,303	\$5,210,243
Year 15	<\$478,433>	\$848,556	\$5,453,249	\$5,823,372
Year 20	<\$478,433>	\$960,063	\$6,046,583	\$6,508,654
Year 25	<\$516,352>	\$1,086,224	\$6,704,704	\$7,274,576
Year 30	<\$535,728>	\$1,228,962	\$7,341,684	\$8,034,918
Year 31	\$4,346,850	\$1,259,686	\$2,609,167	\$8,215,703
Year 32	\$4,441,504	\$1,291,179	\$2,667,873	\$8,400,556
Sum Total Years 1-32	<\$4,982,036>			

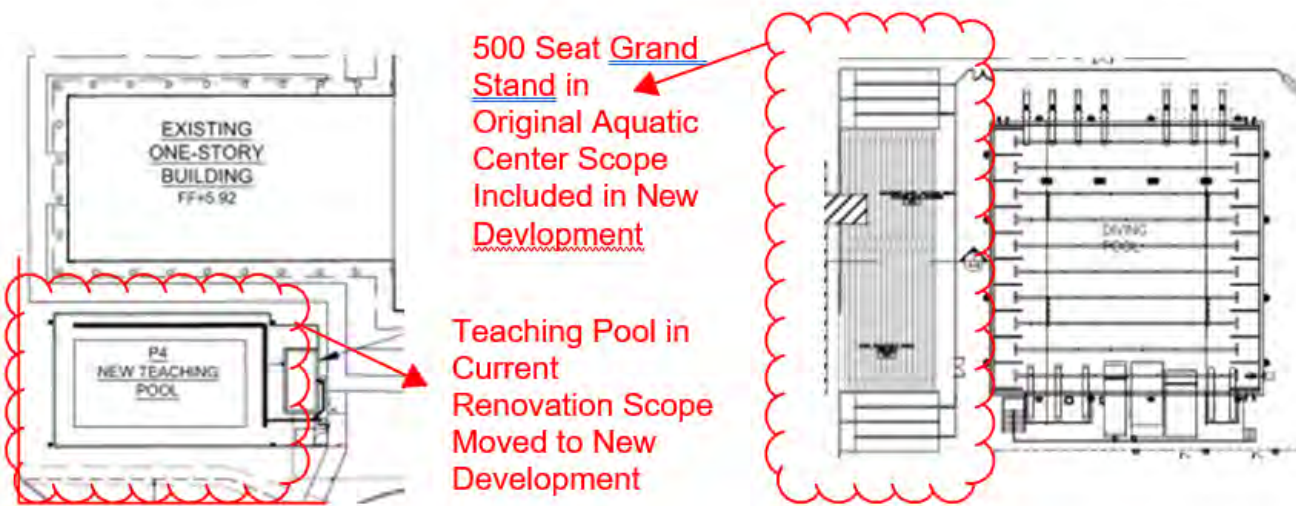
** Not all years shown for clarity, however the City obligation of \$4.9 Million is sum total of years 1-32.

OPTION 3 IS THE BEST SOLUTION



Based on all of the information presented in this proposal, Option 3 is the obvious choice.

The Hall of Fame Partners, LLC will provide full turnkey development services for the City to deliver the new West and East Buildings. This option also incorporates the new teaching pool into the West Building and the 500-seat grandstands for the new dive pool at the aquatic center, valued at \$1.5 Million, completing the master plan vision. This proposal seamlessly integrates the Hall of Fame and the Aquatic Facility while freeing up capital funds intended to be spent on upcoming repairs to ISHOF, solving existing budget constraints and allows ISHOF to grow to its full potential.



These two new facilities will be leased to the City for a period of 30 years for each building once they are constructed. At the end of each lease the City will own each asset free and clear as they revert back to the city for \$1.00 each. **It is important to note that this option requires no up front capital investment by the City and no lease payments will begin until each of the facilities are ready for occupancy.**

HOW CAN THIS BE POSSIBLE?

Once the complex is constructed, the City will continue to sublease the new world-class complex to the International Swimming Hall of Fame. Option 3 is intended to provide the City with new multi-use buildings that ISHOF will utilize to generate additional much needed revenue for both their operations and to subsidize their lease payments to the City through these additional revenue streams.

Most of the revenue streams that will cover the cost of the new complex will be generated by ISHOF through the subleasing of the various spaces to tenants and operators. ISHOF’s ability to leverage their partnership with the City and promote this new world-class facility which will be a draw for businesses and visitors, becoming an important economic engine and international destination, further stimulating the surrounding area. The cash flow chart shown on page 40 accounts for revenue generation for the new multi-use facility located on some of the most prime real estate in the City, while using a very conservative approach from significant market data research according to the following parameters:

1. Market rates reviewed with national commercial real estate brokers to determine intended lease rates included in the model.
2. A CPI equivalent index of 2% for all lease rates and applies equally to the lease obligations of the City.
3. Public Parking rates and revenues utilizing heavily discounted projections based on the newly constructed Las Olas Parking Garage proforma.
4. An industry rate of 10% vacancy has been factored into the revenue calculation for all office spaces.
5. No revenue from leasing of any space allocated for either the City or ISHOF.
6. A third party licensed swim school operator will manage the teaching pool on behalf of the City. Coordination with the Parks and Recreation Department will be critical regarding pool maintenance and life guards and will be considered paramount to any lease agreement with a swim school operator.

Projected Stabilized Annual Income (Year 1)

West Building

Revenue Generation Model	Projected Annual Revenue
Museum Lobby, Gift Shop and Canteen	\$0
Museum	\$0
Museum Offices / Library	\$0
Parking Public	\$127,500
Parking - Museum	\$102,000
Parking - Restaurant	\$127,500
Parking - Event Center	\$180,000
1st Floor Cafe	\$59,815
Swim School	\$250,000
Roof Top Restaurant	\$470,085
Offices - 4th Floor	\$37,800
Event Space - 4th Floor	\$482,050
Museum - Tickets, Gift Shop and Canteen	\$420,000
VIP Suites	\$200,000
Additional Facility Rights	\$400,000
Facility Sponsorship	\$300,000
Boat Show	\$250,000
Projected Revenue	\$3,406,750

East Building

Revenue Generation Model	Projected Annual Revenue
1st Floor - Cafe	\$269,420
1st Floor - Retail	\$206,250
2nd Floor Public and Reserved Events	\$26,000
3rd Floor Office	\$283,651
Ocean Rescue	\$0
4th Floor Office	\$371,725
Roof Garden - Public Space and Rental	\$36,000
Kiosks	\$48,000
Projected Revenue	\$1,241,046

**TOTAL REVENUE SUM OF
EAST AND WEST BUILDING**

\$4,264,696

as shown in the charts on page 40

* Calculations based on GCP3 Realizer. Additional back up and details available upon request.

The Hall of Fame Partners have consulted for months verifying all of the analytics and financial data to compile this proposal and through this unique business model, where the market data utilized had been analyzed in partnership with the top commercial real estate brokers in the region.

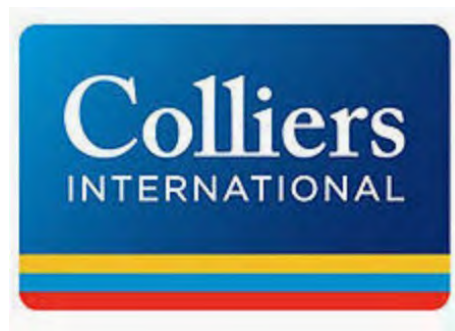
Colliers International and JLL brings certainty to the financial model presented in this proposal. As mentioned earlier in the proposal under the Development Team Section, both firms have provided letters of endorsement for the project demonstrating their confidence in the viability of subleasing the retail and office spaces included in the project model. These letters can be found on the following pages and provide reassurance to the City that all aspects of the relevant industries have participated in the development of this proposal and vetted the financial model to ensure its success.

In addition to the commercial real estate expertise, our team has partnered with Economos Properties to consult on the viability of the event space and proposed restaurants in the East and West buildings. Economos Properties is also very interested in becoming the operator for the event space and partnering with local hotels that lack the necessary event space to support their existing operations. A letter of endorsement and interest in the project is also included in this section.

Financing and Financial Strength

Paramount to the submission of any P3 proposal to a municipality is the assurance that the proposing team has the financial strength, structure and security to deliver the proposed project. In an effort to assure the City that Hall of Fame Partners, LLC can deliver this proposed development project, we have provided the first two documents below at the end of this section of the proposal and have included the third document listed below in a separate binder that contains confidential financial information that should not be made part of the public record.

1. Project financing letter from US Mortgage Community Investment Group verifying their intent to arrange 100% financing for the project consistent with the terms presented in this proposal.
2. A letter form Travelers Insurance demonstrating their intent to provide a 100% Payment and Performance Bond for Hensel Phelps to act as Design Builder for the project .
3. A copy of the most recent financial statements of Hensel Phelps who is the lead financial partner of Hall of Fame Partners, LLC and joint Venture partner of CG/HP Developments. **These have been provided in a separate binder submitted with this proposal and should not to be made part of the public record.**



COMMERCIAL REAL ESTATE SERVICES



Alfie Hamilton
Executive Director

Colliers International South Florida, LLC | Licensed Real Estate Broker

200 East Broward Blvd., Suite 120
Fort Lauderdale, FL 33301

1+ 954 852 4615

alfie.hamilton@colliers.com

May 20, 2020

Ms. Eddy Sua
Managing Broker
Capital Group Realty of Florida
55 NE 5th Avenue, Suite 501
Boca Raton, FL 33432

Re: ISHOF Redevelopment – Office Leasing

Dear Eddy,

Following our last meeting, we've had a chance to discuss what you presented internally and to evaluate the potential office space located in the east building of the ISHOF redevelopment project. I wanted to share our enthusiasm and tell you we were very impressed with the buildings design and functionality, together with the effort and overall attention to detail that your team has invested to address the key issues that are essential for the successful leasing of office space. Your team has addressed the amenities and parking needs that users require which are key elements to making this project successful. The potential synergy with aquatic, event management and marine industry related businesses is impressive and consistent with what our team feels would create an ideal tenant mix.

This spectacular location, which provides breathtaking park and water views, will make it a dynamic working environment for some fortunate office users. Having the potential for a small corporate or regional headquarters totaling 20,000 square feet with direct views of both the ocean and intracoastal is unique to the South Florida office market. Also, the possibility of creating a shared office component at the project will be very exciting for the professionals that reside in the Fort Lauderdale beach area. They would welcome the potential to have a first class, office space to work from that is close to home.

Given the limited amount of unique office space available in this project, and in this market as a whole, we believe your proposed building will provide corporate users with a once in a lifetime opportunity to create a unparalleled office environment for their business.

I, together with Colliers, is proud to be a part of the team and share your excitement regarding this sensational project that will further enhance Fort Lauderdale's image as a top-tier community. Our desire to be part of the team tasked with the leasing and marketing of the office component of the project to the right mix of tenants is fueled by our strong belief in the long-term success we see for this project.

Thank you for the opportunity and we look forward to continuing to work with you and your team!

Sincerely,

Alfie Hamilton
Executive Director | Office Services

Colliers International
Florida, LLC

2121 Ponce de Leon Blvd
Suite 1250
Coral Gables, FL 33134
www.colliers.com/southflorida

MMN +1 305 854 7342
FAX +1 786 858 6239



May 18th, 2020

Eddy Sua
Managing Broker
Capital Group Realty of South Florida
55 NE 5th Ave, Suite 501
Boca Raton, FL 33432

Dear Eddy,

To follow up on our last meeting with your team regarding the retail and commercial potential for the ISHOF redevelopment, we wanted to share our enthusiasm for the project. We were very impressed with the design, functionality, and overall attention to detail that your team has put in to ensure successful leasing of the retail portion of the redevelopment. Your team's strategies to address the parking needs and interfaces between multiple users and tenants for concurrent operations was both impressive and well thought out. We believe that this approach will ensure that the ISHOF project becomes an iconic destination, with direct intracoastal views, ocean views, and a spectacular overview of the aquatic center, the beach and DC Alexander Park.

Our team is pleased to inform you that we would be honored to be associated with the project and work with Eddy Sua, your commercial brokerage partner, who will support and coordinate our efforts to accelerate the lease up of the facilities. We would love the opportunity to co-represent the partnership in identifying the right tenants for this leasing assignment including:

- Experienced and reputable event space operator.
- High-end, reputable, and experienced operators for an upscale roof top restaurant.
- Experienced café and concession operators for both the east and west buildings.
- Retail and entertainment related merchants that enhance the synergy between the Fort Lauderdale Beach, ISHOF and the Aquatic Facility.

We believe you are providing us all the ingredients required to absorb the space quickly to make this project successful, and that our strong track record in leasing high end retail / mixed use developments across South Florida for the last 18 years make this an excellent fit with a high likelihood of success.

Thank you for the opportunity, looking forward working with you and your team.

Sincerely,

Dave Preston & Jonathan Carter

David Preston
Executive Managing Director

Jonathan Carter
Executive Managing Director

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Information herein has been obtained from sources deemed reliable, however its accuracy cannot be guaranteed. The user is required to conduct their own due diligence and verification.



Zach Winkler
Senior Vice President
200 S Biscayne Boulevard, Suite 4300
Miami, FL 33131

May 21, 2020

Dear Eddy,

In follow up to our last meeting with your team regarding the retail and commercial potential for the ISHOF redevelopment project you presented, we wanted to share our enthusiasm regarding this project. We were very impressed with the design, the functionality, and the overall attention your team gave to ensure the key issues essential for the successful leasing of the retail space. Your team's strategies to address the parking needs and interfaces between multiple users and tenants for concurrent operations was both impressive and well thought out. This approach will surely make the ISHOF project an iconic destination with direct intracoastal views, ocean views and a spectacular overview of the aquatic center, the beach and DC Alexander Park.

Our team is pleased to inform you that we would be honored to be associated with such a project and work with Eddy Sua, your commercial brokerage partner, who will support and coordinate our efforts to accelerate the lease up of the facilities. We would love the opportunity to co-represent the partnership in identifying the right tenants for this leasing assignment including:

- Experienced and reputable event space operator.
- High end reputable operators for an upscale roof top restaurant.
- Experienced café and concession operators for both the east and west buildings.
- Retail and entertainment related merchants that enhance the synergy between the Fort Lauderdale Beach, ISHOF and the Aquatic Facility.

We believe you are providing us all the ingredients required to absorb the space quickly to make this project successful.

Thank you for the opportunity, looking forward working with you and your team.

Sincerely,

A handwritten signature in cursive script that reads "Zach Winkler".

Zach Winkler
SVP, Retail Lead SFL



Dear Mario,

In follow up to our discussions relating to the International Swimming Hall of Fame (ISHOF) museum project in Fort Lauderdale, I want to confirm our interest in being part of the team as consultants to help guide the desirability, as well as the design for the restaurants and event space located in the ISHOF project. Based on our vast experience as owner operators of hotels, restaurants and event spaces, we are very excited about this project and see great potential for the success of the business models being incorporated into the development. Our qualifications and experience in developing the proposed products for this project give us a unique insight into the viability of the project elements.

Our intent is to be an integral part of the consulting team and help define the strategy for the marketability and feasibility of exploring the business models for the restaurants and event spaces currently envisioned on the site. A key marketing strategy we propose is to focus on inclusiveness of all the hotels surrounding this facility. We will offer them an affiliation to the ISHOF and the proposed products being offered, which will be mutually beneficial to both parties.

Based on our confidence level in the success of this development and upon approval by the City of Fort Lauderdale and final refinements to the project, we also intend to explore every opportunity to partner with the appropriate firms to be co-operators of the restaurants and event spaces being developed.

We have developed, owned and or managed in excess of 2,000 hotel rooms, multiple restaurants and event spaces successfully and look forward to participating in this exciting project. Please visit our website www.economosproperties.com for more detailed information about us and our operations.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick Economos, Jr.', written in a cursive style.

Nick Economos, Jr.

4000 N. Federal Hwy, Suite 206, Boca Raton, FL 33431 (561) 826-3600



September 7, 2020

Mr. Mario Caprini
CEO
Capital Group P3 Developments of Florida LLC
55 NE 5th Avenue, Suite 501
Boca Raton, FL 33432

Re: ISHOF Project Financing Letter

Dear Mr. Caprini:

The purpose of this letter is to re-affirm our commitment to Capital Group P3 Developments of Florida to arrange for 100% financing for the City of Fort Lauderdale project, namely for the International Swimming Hall of Fame Museum project, including the east and west buildings and associated site development. We welcome the opportunity to provide the financial solutions outlined in Capital Group's proposal under the terms below which are consistent with a viable public-private partnership (P3). As explained herein, our commitment, subject to mutually agreeable negotiated lease terms, is to finance up to 100% of these facilities.

- West building – Museum location including parking, bleachers, ISHOF administrative offices, an event center, restaurant, and teaching pool.
 - Project Cost - \$64,000,000.
 - 30-year, fully amortizing financial structure.
 - Currently Quoted Rate – 1.67% plus an annual CPI equivalent commercial lease increase of 2.00%.
- East Building – Retail and office space in support of ISHOF
 - Project Cost - \$26,000,000
 - 30-year, fully amortizing financial structure
 - Currently Quoted Rate – 1.67% plus an annual CPI equivalent commercial lease increase of 2.00%

Conditions of Financing Applicable to City of Dania Beach Projects

US Mortgage Community Investment Group will arrange funding for one hundred percent (100%) of the project cost for these facilities under a Public-Private Partnership with the City of Fort Lauderdale agreeing to a master lease and the general terms outlined below. The benefit to this structure is that it is, simply put, a real estate transaction, and this structure enables these facilities to be built to cost. USM Community Investment Group utilizes three primary specialized groups of investors located in Chicago, Washington DC and New York. These groups have in excess of 100 Billion in assets and provides over \$10 Billion a year set aside for these types of transactions.

The Public Entity will execute a NNN (triple net) lease for 30 years which commences at the expected completion of construction of the facilities. The Public Entity would receive lien-free title to the improvements at the end of the term (a reversion) and the following terms would be negotiated in a Master Lease Agreement between the City of Ft. Lauderdale:

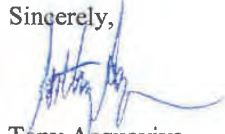
Page 1 of 2

- Lease will be structured in accordance with all regulatory and statutory requirements.
- Lease will be triple net.
- Public Entity may, at its option, hire their own 3rd party property manager.
- Ownership of the leased facilities will revert to the Public Entity at end of lease term.

US Mortgage Community Investment Group is a private real estate investment firm based in Boca Raton, Florida, with capabilities to fund projects ranging from \$5MM to \$600MM per project per year. This financing model has been utilized for billions of dollars in various government financing projects through triple net leases in the United States.

We are very excited to be part of this project and look forward to arranging the funding for this project. Please feel free to visit our website at www.USMCommunityInvestmentGroup.com/ for additional information.

Sincerely,



Tony Acquaviva
President

TAcquaviva@USMCIG.com



www.USMCommunityInvestmentGroup.com

US Mortgage Community Investment Group LLC
4800 N. Federal Hwy. Building E
Suite 200 • Boca Raton • Florida



10825 E Geddes Ave.
Centennial, CO 80112-4591

Phone Number (720) 200-8412
Fax Number (720) 200-8398

May 28, 2020

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

RE: International Swimming Hall of Fame Re-Development

To Whom It May Concern:

Travelers Casualty and Surety Company, Hartford, CT, (NAIC #19038, A.M. Best rating A++, XV) a subsidiary of The Travelers Companies, Inc., has extended surety credit to Hensel Phelps Construction Co. (Hensel Phelps) and its affiliated companies for more than 60 years in connection with contracts aggregating billions of dollars. It is our opinion that Hensel Phelps is one of the most outstanding design-build and general construction organizations in the United States. Their skill, integrity, and financial responsibility are unquestioned.

Our established work program for Hensel Phelps authorizes this organization to bid contracts with performance and payment bond obligations up to \$350 Million per project as part of a total \$9 Billion aggregate backlog of work. Hensel Phelps has sufficient bonding capacity available for the captioned project, coincidentally with current and anticipated workloads. Should you enter into a contract with Hensel Phelps, it is our present intention to provide performance and payment bonds as required.

Please note this authorization is subject to our standard underwriting throughout the proposal process, including a review of acceptable bond forms, contract financing, contract terms, and other standard underwriting considerations.

If you have any questions please contact the surety company or the surety agent:

Kris Fox, Travelers Casualty and Surety Company
10825 E Geddes Ave., Centennial, CO 80112-4591, (800) 525-8552

Royal Lovell, Flood and Peterson
P.O. Box 578, Greeley, CO 80632, (800) 356-2295

Sincerely,

Kelly T. Urwiller, Attorney-in-Fact
Travelers Casualty and Surety Company



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kelly T Urwiler of GREELEY Colorado their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



[Signature]
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 28th day of May, 2020.



[Signature]
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



PROJECT COST & DEVELOPMENT SCHEDULE

PROJECT COST AND DEVELOPMENT SCHEDULE

Project Cost

The project cost is made up of two distinct categories: development costs and design-build construction costs. While over 80-85% of the cost of the project is made up of design-build construction costs, it is important to distinguish between them when evaluating the cost of a project.

It is also important to keep in mind that the project is being built under a design-build model. This is vital because Hall of Fame Partners, LLC believes that risks should be managed by those stakeholders who have the most experience and are in the best position to manage that risk. In concert with that belief Hall of Fame Partners, LLC has teamed with, Hensel Phelps, the most award winning design-builder in the United States. The cost reports for design and construction which are included in this section have been provided by Hensel Phelps. Their costs have been included in the financial model and are guaranteed costs to deliver the buildings as illustrated in this proposal to the City. Hensel Phelps will provide 100% Payment and Performance Bond to guarantee the cost and schedule presented.

Hensel Phelps has received competitive pricing from local trade partners and included market rate fees and design-build contingencies in the development of their costs. This approach ensures that Hall of Fame Partners, LLC will deliver the most economic project the City with no risk regarding cost and schedule.

The balance of the project is development costs that represent enabling costs. These costs include the following:

- Pre-Development Management
- Legal Costs
- Financing Costs
- Development Fees
- Construction Management Costs
- Brokerage and Leasing Commissions
- Tenant Improvement Allowances
- Development Contingency

These costs can traditionally add 20-25% to the construction cost. In our model presented here Hall of Fame Partners, LLC is below 18% on development costs. As with the design and construction, Hall of Fame Partners, LLC assumes all risk associated with these budgeted costs based on the development presented in this proposal.

WEST BUILDING DESIGN & CONSTRUCTION COST

International Swimming Hall of Fame Redevelopment West Building - Budget Summary

Owner: Hall of Fame Partners, LLC
Architect: Arquitectonica

Drawing Date: 14-May-2020
Revision No: 00

Project Description: Replace West HOF Bldg w/ a new 5 Level structure including Museum, Parking Level, Ballroom, Restaurant, Rooftop Terraces, Teaching Pool & Grandstand Seating for Dive Pool.						
PROJECT SECTOR:	Sector A West Building	Site A Sitework (West Building)	Total			
GROSS FLOOR AREA: SECONDARY UNIT OF MEASURE :	186,071 GSF		186,071 GSF			Comments
SEC.	PARAMETER	\$/GSF	AMOUNT	AMOUNT	\$/GSF	AMOUNT
A10	FOUNDATIONS	6.27	1,167,246	-	6.27	1,167,246
A20	BASEMENT CONSTRUCTION	0.00	0	-	0.00	0
B10	SUPERSTRUCTURE	39.17	7,288,035	-	39.17	7,288,035
B20	EXTERIOR CLOSURE	38.46	7,157,132	-	38.46	7,157,132
B30	ROOFING	11.03	2,053,277	-	11.03	2,053,277
C10	INTERIOR CONSTRUCTION	4.85	903,188	-	4.85	903,188
C20	STAIRS	2.98	554,100	-	2.98	554,100
C30	INTERIOR FINISHES	7.29	1,355,602	-	7.29	1,355,602
D10	CONVEYING	9.45	1,757,512	-	9.45	1,757,512
D20	PLUMBING	5.25	976,873	-	5.25	976,873
D30	HVAC	14.92	2,776,780	-	14.92	2,776,780
D40	FIRE PROTECTION	2.68	499,052	-	2.68	499,052
D50	ELECTRICAL	23.27	4,329,598	-	23.27	4,329,598
E10	EQUIPMENT	4.82	896,000	-	4.82	896,000
E20	FURNISHINGS	1.61	300,000	-	1.61	300,000
F10	SPECIAL CONSTRUCTION	1.61	300,000	-	1.61	300,000
F20	SELECTIVE BUILDING DEMOLITION	1.42	265,000	-	1.42	265,000
G10	SITE PREPARATIONS	-	-	354,481	-	354,481
G20	SITE IMPROVEMENTS	-	-	713,117	-	713,117
G30	SITE CIVIL / MECHANICAL UTILITIES	-	-	566,550	-	566,550
G40	SITE ELECTRICAL UTILITIES	-	-	135,000	-	135,000
G90	OTHER SITE CONSTRUCTION	-	-	333,750	-	333,750
Subtotal - Building and Site		175.09	32,579,394	2,102,898	186.39	34,682,292
GENERAL CONDITIONS						
Z1010	General Conditions	23.38	4,350,515	280,812	24.89	4,631,327
Z1015	General Requirements	5.46	1,016,222	65,594	5.81	1,081,816
Z10	Subtotal - General Conditions	28.84	5,366,737	346,406	30.70	5,713,143
INDIRECTS & RESERVES						
Z1020	Contractor's Bonds	1.37	255,687	16,504	1.46	272,191
Z1025	Subcontractor & Supplier Bonds	1.75	325,794	21,029	1.86	346,823
Z1030	Builder's Risk Insurance	2.27	423,034	27,306	2.42	450,340
Z1040	General Liability Insurance	1.20	223,559	14,430	1.28	237,989
Z1050	Permits	3.37	627,595	40,509	3.59	668,104
Z1070	A & E Design Costs	12.20	2,269,745	146,505	12.99	2,416,250
Z1080	Professional Liability Insurance	0.00	w/above	w/above	0.00	w/above
Z1090	Gross Receipts Tax	0.00	Not Req'd.	Not Req'd.	0.00	Not Req'd.
Z1100	Utility Development & Tap Fees	0.00	Not Included	Not Included	0.00	Not Included
Z1110	Hazardous Material Abatement	0.00	Not Included	Not Included	0.00	Not Included
Z1120	Testing & Inspections	3.19	593,693	38,321	3.40	632,014
Z1130	Escalation	0.00	None	None	0.00	None
Z1140	Bidding & Construction Reserves	8.51	1,583,182	102,189	9.06	1,685,371
Z1150	Preconstruction Costs	0.00	0	0	0.00	0
Z1160	Developer Fees	0.00	Not Included	Not Included	0.00	Not Included
Z1190	G & A - Corporate	5.95	1,106,210	71,402	6.33	1,177,613
Z20	Subtotal - Indirects & Reserves	39.82	7,408,498	478,196	42.39	7,886,694
FEES						
Z1060	Contractor's Fee	6.09	1,133,866	73,188	6.49	1,207,053
Z10	Subtotal - Fees	6.09	1,133,866	73,188	6.49	1,207,053
TI ALLOWANCES						
		33.99	1,909,458	0	33.99	1,909,458
	TI Allowances	33.99	1,909,458	0	33.99	1,909,458
	Project Total	260.10	48,397,953	3,000,688	276.23	51,398,640

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Estimator: AJD, Estimate Checker:
Current Date: 8-Jun-2020

Workbook: ISHOF - West Bldg_06-08-20_w-TI allow only.xlsm

Boeckh's Data: City, State / Usage / Construction Type / 2000 / May - Jun 2020

EAST BUILDING DESIGN & CONSTRUCTION COST

International Swimming Hall of Fame Redevelopment East Building - Budget Summary

Owner: Hall of Fame Partners, LLC.
Architect: Arquitectonica

Drawing Date: 14-May-2020
Revision No: 00

Project Description: Replace East HOF building w/ a new 4 Level structure with Retail, Ocean Rescue, Offices & Terraces.							
PROJECT SECTOR:		Sector A East Building		Site A Sitework (East Building)		Total	
GROSS FLOOR AREA:		56,177 GSF				56,177 GSF	
						Comments	
SEC.	PARAMETER	\$/GSF	AMOUNT	AMOUNT	\$/GSF	AMOUNT	
A10	FOUNDATIONS	9.83	552,319	-	9.83	552,319	
A20	BASEMENT CONSTRUCTION	0.00	0	-	0.00	0	
B10	SUPERSTRUCTURE	28.81	1,618,286	-	28.81	1,618,286	
B20	EXTERIOR CLOSURE	55.40	3,112,152	-	55.40	3,112,152	
B30	ROOFING	16.44	923,752	-	16.44	923,752	
C10	INTERIOR CONSTRUCTION	4.39	246,464	-	4.39	246,464	
C20	STAIRS	4.89	274,500	-	4.89	274,500	
C30	INTERIOR FINISHES	2.21	124,193	-	2.21	124,193	
D10	CONVEYING	10.72	602,000	-	10.72	602,000	
D20	PLUMBING	7.70	432,563	-	7.70	432,563	
D30	HVAC	15.66	880,000	-	15.66	880,000	
D40	FIRE PROTECTION	2.95	165,716	-	2.95	165,716	
D50	ELECTRICAL	17.17	964,674	-	17.17	964,674	
E10	EQUIPMENT	0.00	0	-	0.00	0	
E20	FURNISHINGS	0.71	40,000	-	0.71	40,000	
F10	SPECIAL CONSTRUCTION	17.09	960,000	-	17.09	960,000	
F20	SELECTIVE BUILDING DEMOLITION	3.68	207,000	-	3.68	207,000	
G10	SITE PREPARATIONS	-	-	99,537	-	99,537	
G20	SITE IMPROVEMENTS	-	-	341,384	-	341,384	
G30	SITE CIVIL / MECHANICAL UTILITIES	-	-	399,000	-	399,000	
G40	SITE ELECTRICAL UTILITIES	-	-	75,000	-	75,000	
G90	OTHER SITE CONSTRUCTION	-	-	98,000	-	98,000	
Subtotal - Building and Site		197.65	11,103,618	1,012,921	215.69	12,116,539	
GENERAL CONDITIONS							
Z1010	General Conditions	30.71	1,724,918	157,355	33.51	1,882,273	
Z1015	General Requirements	6.61	371,525	33,892	7.22	405,417	
Z10	General Conditions	37.32	2,096,443	191,247	40.72	2,287,690	
INDIRECTS & RESERVES							
Z1020	Contractor's Bonds	1.62	91,049	8,306	1.77	99,355	
Z1025	Subcontractor & Supplier Bonds	1.98	111,036	10,129	2.16	121,165	
Z1030	Builder's Risk Insurance	2.46	138,132	12,601	2.68	150,733	
Z1040	General Liability Insurance	1.60	89,668	8,180	1.74	97,848	
Z1050	Permits	4.31	242,041	22,080	4.70	264,121	
Z1070	A & E Design Costs	15.35	862,384	78,670	16.75	941,054	
Z1080	Professional Liability Insurance	0.00	By A/E	By A/E	0.00	By A/E	
Z1090	Gross Receipts Tax	0.00	Not Req'd.	Not Req'd.	0.00	Not Req'd.	
Z1100	Utility Development & Tap Fees	0.00	By Owner	By Owner	0.00	By Owner	
Z1110	Hazardous Material Abatement	0.00	By Owner	By Owner	0.00	By Owner	
Z1120	Testing & Inspections	3.90	219,067	19,984	4.26	239,051	
Z1130	Escalation	0.00	None	None	0.00	None	
Z1140	Bidding & Construction Reserves	14.30	803,245	73,276	15.60	876,521	
Z1150	Preconstruction Costs	0.00	0	0	0.00	0	
Z1160	Building Information Modeling (BIM)	0.00	0	0	0.00	0	
Z1190	G & A - Corporate	7.01	393,917	35,935	7.65	429,852	
Z20	Indirects & Reserves	52.52	2,950,540	269,161	57.31	3,219,701	
FEES							
Z1060	Contractor's Fee	7.19	403,765	36,833	7.84	440,598	
Z10	Fees	7.19	403,765	36,833	7.84	440,598	
TI ALLOWANCES							
		27.44	1,541,700	0	27.44	1,541,700	
	TI Allowances	27.44	1,541,700	0	27.44	1,541,700	
Project Total		322.13	18,096,066	1,510,162	349.01	19,606,228	

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Estimator: AJD, Estimate Checker:
Current Date: 9-Jun-2020

Workbook: ISHOF - East Bldg_06-09-20 (Capital Group TI & Discount).xslm
Boeckh's Data: City, State / Usage / Construction Type / 2000 / May - Jun 2020

DEVELOPMENT SCHEDULE

Project Cost

The development of the new International Swimming Hall of Fame East and West Buildings as presented in this proposal will take careful planning and coordination with all stakeholders over the full four years of project development. The schedule which follows this narrative is based on the fundamental principles of minimizing impacts to the City aquatic center as it reopens. This project will be completed in two phases: Phase 1 will be the West Building and Phase 2 will be the East Building.

A heavy focus will be placed early on with the project stakeholders when fine tuning the design and gaining buy-in from the community and City staff. Significant efforts with Planning and Zoning is expected to ensure the final design complies with all requirements of the City and beach community. Phased permitting for demolition and site development will also occur in phases to allow necessary time to for adequate programing , design, approvals, and permitting without affecting the time line for the redevelopment.

Construction Considerations

With the demolition and construction of the West Building taking place directly adjacent to an active public swimming facility there will be a major emphasis placed on coordination and safety. The demolition will require vertical barriers to be installed between the active diving pool deck and West Building to keep debris from migrating into finished spaces. These barriers will be maintained through the super structure work to mitigate any impacts to the aquatic center. These systems, in addition to coordination around the Fort Lauderdale Boat Show, 4th of July fireworks barge, and any major event at the active aquatic facility will be incorporated into the project planning and execution.

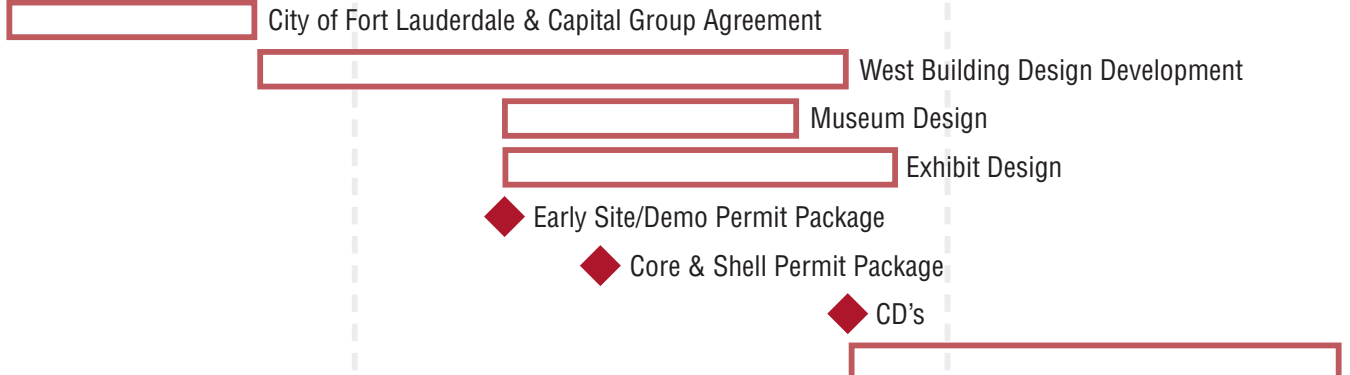
Material handling will be split with the north parking lot as the only access point for long semi-trailer truck deliveries. These deliveries would be rebar, glass, large equipment and anything over 30 feet long, the rest of the deliveries and whenever possible will use the south access road to reduce impacts to the north parking lot. Deliveries through the north road will be escorted by flagman from the entrance of the property and within the project fence. Craft parking will be offsite with the main access point being the south road for daily access. Hensel Phelps will maintain an office onsite generally located either at the north east corner or south east corner of the project and within the perimeter fence. This will be for daily monitoring of the project and small meetings. Any large meetings needed to be held will be scheduled offsite at the Hensel Phelps regional office.

When the West Building is complete there will be a 30-day transition period for the East Buildings contents to be relocated into the West Building. Once complete with the relocation, the East Building will follow the same means and methods to protect the Training Pool area from demolition and construction activities. The major change with the East Building will be to maintain the access to the north parking lot while demolishing and constructing the new project. This will be facilitated with a series of scaffold towers, beams and plywood to both provide overhead protection and also a work platform for construction.

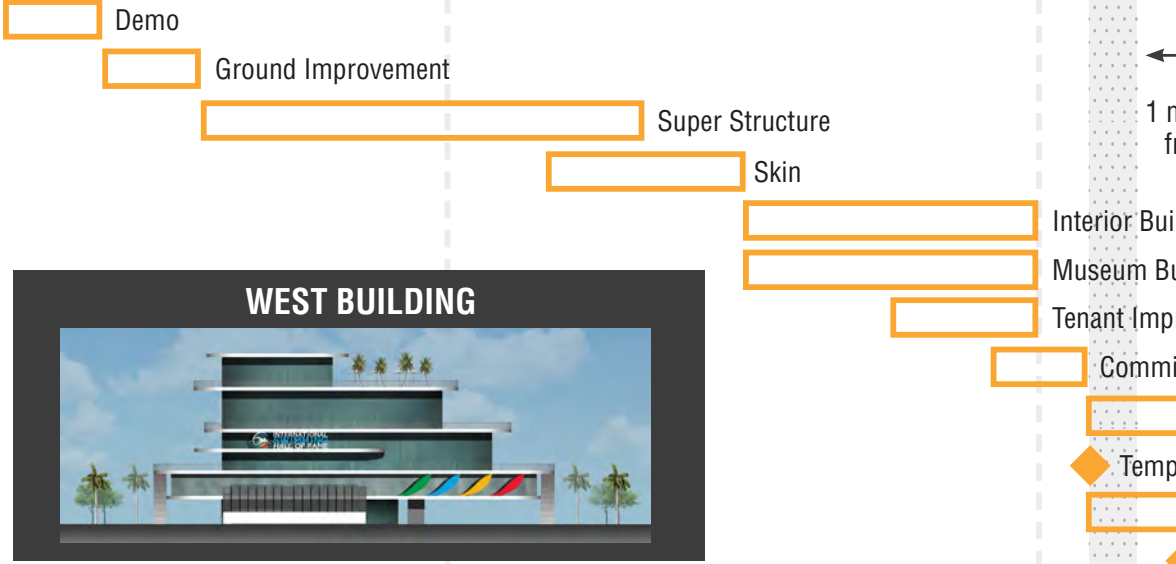
NEW INTERNATIONAL SWIMMING HALL OF FAME WEST & EAST BUILDINGS



PRECONSTRUCTION & DESIGN

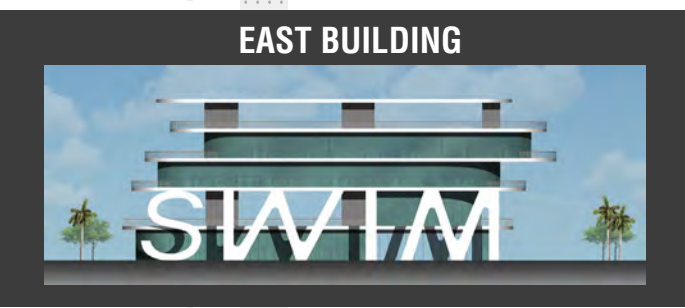
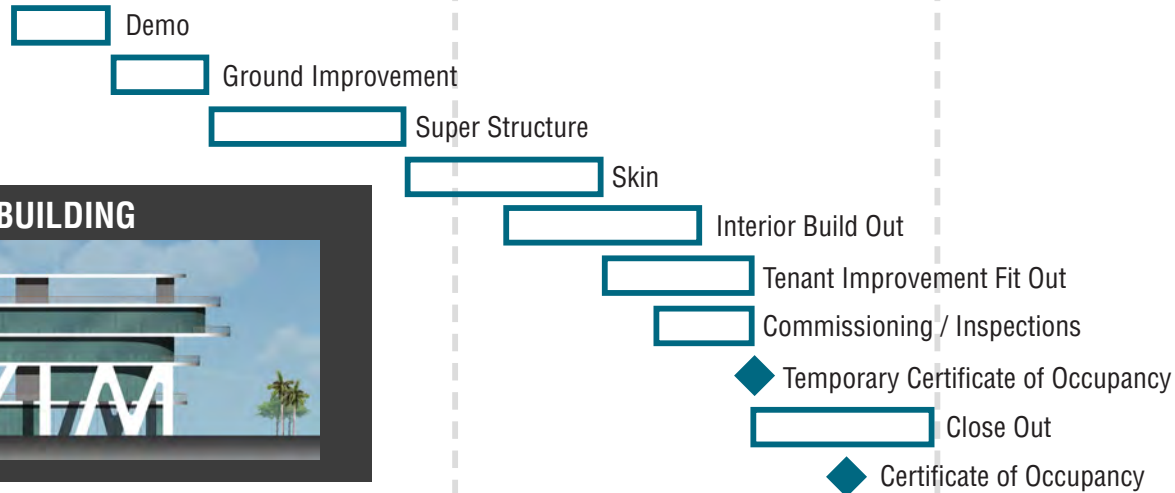


WEST BUILDING CONSTRUCTION



1 month window for transition from East to West Building

EAST BUILDING CONSTRUCTION





PROPOSAL CLARIFICATIONS

Development Agreement Terms

The following section contains the general business terms that the Hall of Fame Partners, LLC would expect to see in the development agreement with the City. It is expected that more substantial terms will be included from this detailed proposal as appropriate, however the following are key business terms that would need to be included and negotiated as part of any development agreement.

In addition, we have included key terms that would be included in the renegotiated lease with the International Swimming Hall of Fame. While it is anticipated that many other terms will be included between the City and ISHOF in the new lease agreement, these terms are provided as recommendations to ensure synergy between the business model proposed in this document and the expectations of all stakeholders. These terms have been developed in collaboration with ISHOF.

Proposed Hall of Fame Partners, LLC General Obligations

1. The developer will develop, design, build and maintain new buildings to replace both the east and west existing buildings currently being leased by the International Swimming Hall of Fame.
2. The Developer will finance 100% of the cost of the development with zero capital investment by the City or the International Swimming Hall of Fame.
3. The developer will provide the City a 30-year fixed triple net lease for the new facilities at a fixed rate with an annual increase of 2% consistent with the terms of all commercial lease CPI equivalent adjustments.
4. At the end of the lease term the City will own the new facilities free and clear for a purchase price of \$1.00.
5. The Developer will assume all risk associated with cost and schedule overruns once the development agreement and lease are executed by the City.
6. Capital Group Realty will be the exclusive Broker in partnership with the International Swimming Hall of Fame. In addition to providing commercial real estate brokerage support Capital Group Realty will also ensure that Property Management is appropriately established and be instrumental in selecting the firm to perform those services. The costs for this property management will be paid for through the CAM cost allocated appropriately to the City and other tenants.

Proposed International Swimming Hall of Fame Obligations

1. The ISHOF will renegotiate their current lease with the City for the remaining portion of the lease that is in place at the time the new facilities are delivered for their use.
2. The ISHOF will agree to distribute a portion of all revenues generated, less operating expenses to the City (as shown on page 40) to subsidize the lease obligation of the City.
3. Once the lease obligation has been fully subsidized by the initial distribution, the excess cash flow shall be distributed 90% to ISHOF and 10% to the City.
4. ISHOF shall be responsible for funding the interior design and build-out of all spaces they will occupy and utilize within the development project. These spaces include, the museum welcome center in the East building, the gift shop and canteen on the first floor of the West building, and the third floor and third floor mezzanine spaces in the West building.

Proposed City of Fort Lauderdale's General Obligations

1. The City will lease the land to the Developer for \$1.00 per year for the same term as the lease the City will execute leasing the buildings from the developer. The East and West Buildings will have individual leases and each lease will require the City to identify an individual land parcel specific to each lease.
2. The City will enter into the lease described above subject to negotiating the terms of that lease.
3. Once the Development Agreement has been executed with the Developer, the City will be required to reimburse the Developer for any expenses incurred should the development be canceled due to no fault of the developer.
4. The City shall in addition to the lease payment obligations be required to pay their prorated share of the building CAM costs under as a triple net lease structure for the maintenance of operation of the building. These costs have been included in the proposed business terms and cash flow model included in this proposal. The City will not be obligated to maintain these buildings. Both buildings will be professionally maintained throughout the respective lease period.
5. The City will only be permitted to make changes to the project after the lease is signed and work begins if they are paid for directly by the City to the developer. Changes cannot be incorporated into the lease structure after it is executed. As an alternative, the City may elect to establish its own contingency or change order fund within the lease financing structure. Any funds remaining in this fund can revert back to the City at the completion of the project but will remain part of the overall lease value structure.
6. The City will lease the Developer a parcel of land within D.C. Alexander Park as shown Exhibit A for a period of 5 years with 5 (five) – 5-year options to extend that lease. The purpose of this parcel is to establish a water-based attraction that draws people from the beach to aquatic peninsula and the Hall of Fame. The full details of this can be found in Appendix I of this proposal. In consideration for the lease the Developer shall pay an annual land lease of \$1 and the City shall receive 10% of the revenues generated from any operations on the City owned property. In an effort to mitigate any perceived impact to the public space, the developer has included in the new East building an observation deck over-looking the park which is almost twice the size of the proposed area the City would be leasing. This observation deck would be made open to the public during normal business hours unless rented for a private event.

Construction Cost Clarifications

1. No costs have been included in the development for build out of any spaces that will be occupied and utilized by ISHOF. ISHOF will be funding the build out of their spaces outside the financing model presented in the development proposal.
2. The City will only be permitted to make changes to the project after the lease is signed and work begins if they are paid for directly by the City to the developer. Changes cannot be incorporated into the lease structure after it is executed. As an alternative, the City may elect to establish its own contingency or change order fund within the lease financing structure. Any funds remaining in this fund can revert back to the City at the completion of the project but will remain part of the overall lease value structure.
3. The developer is not responsible for cost or schedule impacts related to unforeseen differing site conditions.
4. The proposed development replaces existing buildings and therefore this proposal has not included any impact or taps fees associated with this project.
5. This proposal is based on the FPL Equipment being removed during construction with a combination of temporary and permanent power feeds provided by FPL to service existing facilities to remain operational during construction with primary cabling furnished, installed and terminated by FPL. We have included a \$150,000 allowance for work required by FPL. The developer will need to be reimbursed by the City for any costs which exceeds this allowance if they are discovered after the lease agreement is signed and cannot be incorporated into the financing structure for the City.
6. This proposal does not include any work associated with modifying or improving the seawall around the peninsula.
7. This proposal includes \$50,000 to address unforeseen conditions, hazardous materials, contaminated soil, contaminated water or for treating of contaminated ground or surface water prior to discharge. The developer will need to be reimbursed by the City for any costs which exceeds this allowance if they are discovered after the lease agreement is signed and cannot be incorporated into the financing structure for the City.
8. This proposal makes no provisions for sole-source specified items or products that may be requested by ISHOF or the City.
9. We have included an allowance of \$100,000 for demolition, rework and modifications to the Aquatic Center project currently under constructor. The actual cost of this work could not be determined because the scope of magnitude of this work will be dependent on when the City accepts this proposal and/or issues direction under the Aquatic Center Contract directing the builder to stop on affected elements. The developer will need to be reimbursed by the City for any costs which exceeds this allowance if they are discovered after the lease agreement is signed and cannot be incorporated into the financing structure for the City.
10. These construction costs are based on the current economic conditions and accounts for tradition escalation costs. Any escalation in material costs that is not consistent with historical data is not included in this proposal. The developer will need to be reimbursed by the City for any costs associated with unforeseen excessive escalation if it occurs after the lease agreement is signed and cannot be incorporated into the financing structure for the City.
11. This proposal is based on current codes at the time this proposal was submitted unless otherwise clarified.
12. This proposal includes onsite utility work and connection to exiting City services. No work to offsite infrastructure has been included.



APPENDIX I

APPENDIX I

ADDITIONAL POTENTIAL SOURCES OF REVENUE

Integration of DC Alexander Park

As presented in the current development plan Hall of Fame Partners, LLC is created a publicly accessible observation deck on the East Building totaling over 6,000 SF. In addition the West Building development includes a public promenade at the museum level overlooking the intra-coastal waterway. These public spaces were created because it is vital to the success of creating an iconic destination and drawing people to the aquatic peninsula that public spaces exist and are inviting to both residents and visitors alike.

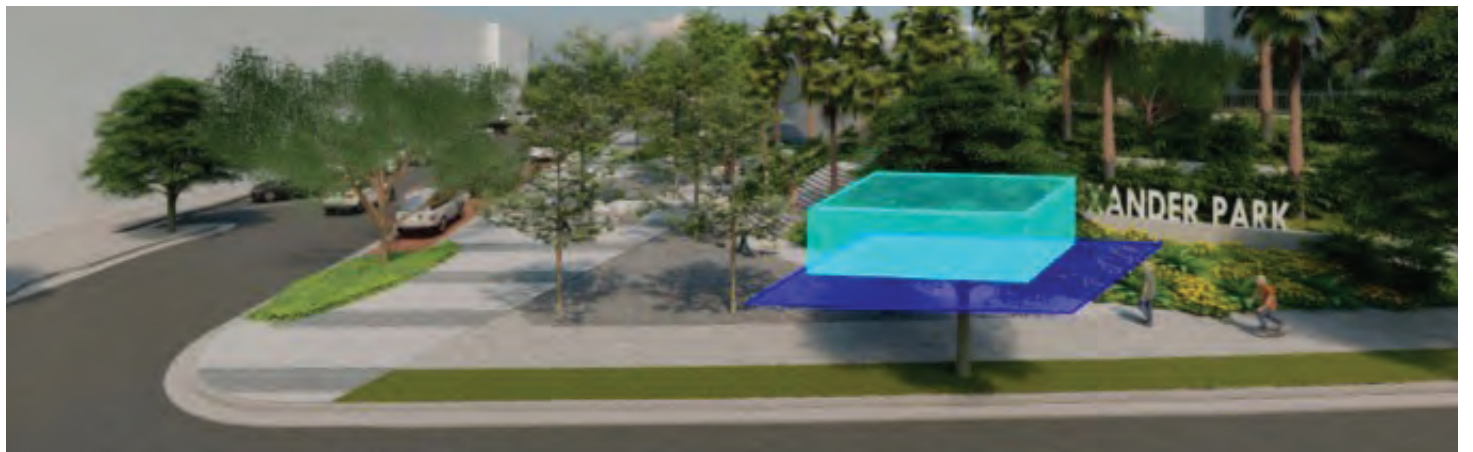
Beyond the creation of these public spaces, it is vital to the growth and success of the International Swimming Hall of Fame as well as well as the tenants of the new development, that more visitors are attracted to the aquatic peninsula. With that goal in mind, and in consideration of the new public spaces being created by the development, the City will offer the developer a land lease for 3,600 SF (60' x 60') to operating a A Clear Lounge Underwater Oxygen Bar on the east side of Seabreeze Blvd. adjacent to DC Alexander Park.



Development Concept

The development concept for the Clear Lounge attraction is illustrated below as it is initially conceived to interact with the DC Alexander Park project. The park, as currently designed, lends itself well to incorporate this attraction on the north west corner of the park along 5th Street and Seabreeze Blvd, without affecting the design of the overall park and the public's experience of visiting the park.

The location of the Clear Lounge will serve to attract visitors from the beach as well as those traveling along Seabreeze Blvd. to the aquatic peninsula. Once they see the new Iconic East Building they will be encouraged to visit the observation deck, museum welcome center and discover all the peninsula has to offer its visitors. The concept presented has been endorsed by the International Swimming Hall of Fame and is seen as a complimentary element to the redevelopment that will attract a significant amount of additional patrons to visit and explore the ISHOF Museum. The Clear Lounge



Oxygen Bar is the world's first underwater oxygen bar! Using SeaTREK diving technology, guests enter a freestanding aquarium and breathe enriched, scented oxygen while shooting bubble guns, playing jenga, writing messages to each other and friends on the outside, and having their photo taken in an underwater photo booth. Clear Lounge is a unique and innovative experience that can be enjoyed by anyone age 8+ and in good health. It is even an attraction non swimmers can enjoy that serves to get them more comfortable in the water.



The Clear Lounge Oxygen Bar is the world's first underwater oxygen bar! Using SeaTREK diving technology, guests enter a freestanding aquarium and breathe enriched, scented oxygen while shooting bubble guns, playing jenga, writing messages to each other and friends on the outside, and having their photo taken in an underwater photo booth. In addition to the underwater experience the Clear Lounge Bar also offers a smooth bar and a seating area for spectators family to enjoy the experience alongside those participating.



APPENDIX I

ADDITIONAL POTENTIAL SOURCES OF REVENUE

Integration of DC Alexander Park

Business Terms of Lease

The following are the general business terms being proposed to City by the developer. It is expected that these terms will be negotiated at the same time the business terms are negotiated of for the overall development.

1. City will offer a land lease to the Developer for a 60' x 60' parcel of land within D.C. Alexander Park for the purpose of operating a water based attraction consistent with the goals of the businesses which occupy the aquatic peninsula.
2. The land lease will be for a period of 5 years with 5 (five) – 5-year options to extend that lease.
3. In consideration for the lease, the Developer shall pay an annual land lease of \$1 and the City shall receive 5% of the revenues generated from any operations on the City owned property.
4. The developer shall pay all costs required for develop the land leased by the City to including obtaining and approvals, variances or land use riders required to permit the City to lease the public land for this purpose.
5. The developer shall be required to obtain approval of the use and operation by all appropriate agencies. The City agrees to support the approval process and assist the developer where appropriate with gaining such approvals.
6. The developer agrees in an effort to mitigate any perceived impact to the public space, the new East Building an observation deck over-looking the park which is almost twice the size of the proposed area the City would be leasing. This observation deck would be made open to the public during normal business hours unless rented for a private event. In addition to the tenants of the building, the public shall be given opportunity and access to rent the space.

APPENDIX I

ADDITIONAL POTENTIAL SOURCES OF REVENUE

Dive Show



"WE PRODUCE FUN" since 1985

05/15/2020

Dear Mario,

Following the consulting we provided to the Hall of Fame Partners ISHOF redevelopment project, I wanted to share how excited I am after review of the latest plans and renderings of the ISHOF project. Your team has captured every component discussed and provided additional opportunity for complimentary uses between the aquatic center and the new museum facilities.

I certainly hope you will allow my company to present our proposal to ISHOF, and the city of Fort Lauderdale to evaluate the possibility on incorporating an attraction for a permanent dive show that we believe will accentuate the desirability of this new destination.

You can count on our full and continued support of this exciting project.

We look forward to the next steps.

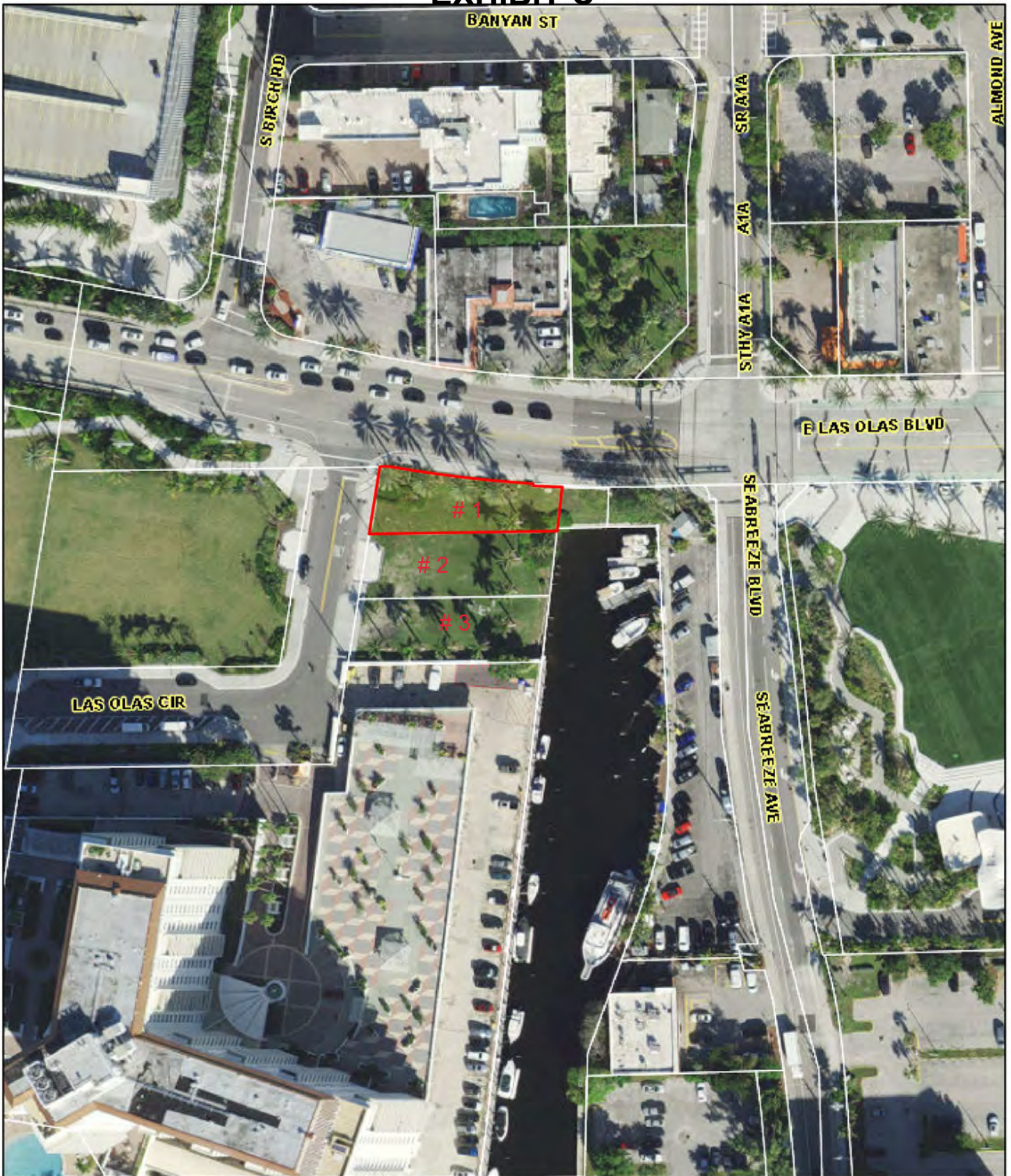
Sincerely,

Dana Kunze

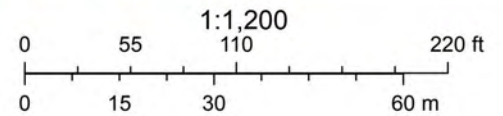
Watershow Productions Inc.

www.watershowproductions.com

EXHIBIT C



August 25, 2021



PROPERTY SUMMARY

Tax Year: 2021	Property Use: 80 - Vacant governmental	Deputy Appraiser: Commercial Department
Property Id: 504212070010	Millage Code: 0312	Appraisers Number: 954-357-6835
Property Owner/s: FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY	Adj. Bldg. S.F: 0	Email: commercialtrim@bcpa.net
Mailing Address: 100 N ANDREWS AVE FORT LAUDERDALE, FL 33301-1016	Bldg Under Air S.F:	Zoning : PRD - PLANNED RESORT DEVELOPMENT DISTRICT
Physical Address: 2900 E LAS OLAS BOULEVARD FORT LAUDERDALE, 33301	Effective Year: 0	Abbr. Legal Des.: MOONEY POINT 3-28 B LOT 1 N 51 LESS ST
	Year Built:	
	Units/Beds/Baths: 0 / /	

2020 values are considered "working values" and are subject to change.

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2021	\$574,400	0	0	\$574,400	\$462,520	
2020	\$574,400	0	0	\$574,400	\$420,480	
2019	\$574,400	0	0	\$574,400	\$382,260	

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$574,400	\$574,400	\$574,400	\$574,400
Portability	0	0	0	0
Assessed / SOH	\$462,520	\$462,520	\$462,520	\$462,520
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	\$462,520	\$462,520	\$462,520	\$462,520
Affordable Housing	0	0	0	0
Taxable	0	0	0	0

SALES HISTORY FOR THIS PARCEL					LAND CALCULATIONS		
Date	Type	Price	Book/Page or Cin		Unit Price	Units	Type
11/25/1992	Multi Quit Claim Deed	\$100	20214 / 314		\$100.00	5,744 SqFt	Square Foot
11/25/1992	Multi Quit Claim Deed		20214 / 311				
11/25/1992	Multi Warranty Deed	\$1,442,700	20214 / 308				

RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
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SPECIAL ASSESSMENTS										SCHOOL		
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc				
Ft Lauderdale Fire-rescue (03)												Harbordale Elementary: A
Vacant Lots (L)												Sunrise Middle: B
1												Fort Lauderdale High: A

ELECTED OFFICIALS

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	4	Lamar P. Fisher	22	Ted Deutch
Florida House Rep. District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
93	Chip LaMarca	34	Gary M. Farmer, Jr.	Sarah Leonardi

PROPERTY SUMMARY

Tax Year: 2021	Property Use: 80 - Vacant governmental	Deputy Appraiser: Commercial Department
Property Id: 504212070020	Millage Code: 0312	Appraisers Number: 954-357-6835
Property Owner/s: FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY	Adj. Bldg. S.F.: 0	Email: commercialtrim@bcpa.net
Mailing Address: 100 N ANDREWS AVE FORT LAUDERDALE, FL 33301-1016	Bldg Under Air S.F.:	Zoning : PRD - PLANNED RESORT DEVELOPMENT DISTRICT
Physical Address: LAS OLAS CIRCLE FORT LAUDERDALE, 33316	Effective Year: 0	Abbr. Legal Des.: MOONEY POINT 3-28 B LOT 1 LESS N 51,LOT 3 LESS S 50
	Year Built:	
	Units/Beds/Baths: 0 / /	

2020 values are considered "working values" and are subject to change.

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2021	\$683,000	0	0	\$683,000	\$549,970	
2020	\$683,000	0	0	\$683,000	\$499,980	
2019	\$683,000	0	0	\$683,000	\$454,530	

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$683,000	\$683,000	\$683,000	\$683,000
Portability	0	0	0	0
Assessed / SOH	\$549,970	\$549,970	\$549,970	\$549,970
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	\$549,970	\$549,970	\$549,970	\$549,970
Affordable Housing	0	0	0	0
Taxable	0	0	0	0

SALES HISTORY FOR THIS PARCEL				LAND CALCULATIONS		
Date	Type	Price	Book/Page or Cin	Unit Price	Units	Type
11/25/1992	Multi Quit Claim Deed	\$100	20214 / 314	\$100.00	6,830 SqFt	Square Foot
11/25/1992	Multi Quit Claim Deed		20214 / 311			
11/25/1992	Multi Warranty Deed	\$1,442,700	20214 / 308			

RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
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SPECIAL ASSESSMENTS										SCHOOL		
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc				
Ft Lauderdale Fire-rescue (03)										Harbordale Elementary: A	Sunrise Middle: B	Fort Lauderdale High: A
Vacant Lots (L)												
1												

ELECTED OFFICIALS

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	4	Lamar P. Fisher	22	Ted Deutch
Florida House Rep. District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
93	Chip LaMarca	34	Gary M. Farmer, Jr.	Sarah Leonardi

PROPERTY SUMMARY

Tax Year: 2021	Property Use: 80 - Vacant governmental	Deputy Appraiser: Commercial Department
Property Id: 504212070040	Millage Code: 0312	Appraisers Number: 954-357-6835
Property Owner/s: FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY	Adj. Bldg. S.F.: 0	Email: commercialtrim@bcpa.net
Mailing Address: 100 N ANDREWS AVE FORT LAUDERDALE, FL 33301-1016	Bldg Under Air S.F.:	Zoning : PRD - PLANNED RESORT DEVELOPMENT DISTRICT
Physical Address: LAS OLAS CIRCLE FORT LAUDERDALE, 33316	Effective Year: 0	Abbr. Legal Des.: MOONEY POINT 3-28 B LOT 3 S 50
	Year Built:	
	Units/Beds/Baths: 0 / /	

2020 values are considered "working values" and are subject to change.

PROPERTY ASSESSMENT

Year	Land	Building / Improvement	Agricultural Saving	Just / Market Value	Assessed / SOH Value	Tax
2021	\$711,900	0	0	\$711,900	\$573,250	
2020	\$711,900	0	0	\$711,900	\$521,140	
2019	\$711,900	0	0	\$711,900	\$473,770	

EXEMPTIONS AND TAXING AUTHORITY INFORMATION

	County	School Board	Municipal	Independent
Just Value	\$711,900	\$711,900	\$711,900	\$711,900
Portability	0	0	0	0
Assessed / SOH	\$573,250	\$573,250	\$573,250	\$573,250
Granny Flat				
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exemption Type	\$573,250	\$573,250	\$573,250	\$573,250
Affordable Housing	0	0	0	0
Taxable	0	0	0	0

SALES HISTORY FOR THIS PARCEL				LAND CALCULATIONS		
Date	Type	Price	Book/Page or Cin	Unit Price	Units	Type
11/25/1992	Multi Warranty Deed	\$1,442,700	20214 / 308	\$100.00	7,119 SqFt	Square Foot

RECENT SALES IN THIS SUBDIVISION

Property ID	Date	Type	Qualified/ Disqualified	Price	CIN	Property Address
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SPECIAL ASSESSMENTS										SCHOOL
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc		
Ft Lauderdale Fire-rescue (03) Governmental (X) 1										Harbordale Elementary: A Sunrise Middle: B Fort Lauderdale High: A

ELECTED OFFICIALS

Property Appraiser	County Comm. District	County Comm. Name	US House Rep. District	US House Rep. Name
Marty Kiar	4	Lamar P. Fisher	22	Ted Deutch
Florida House Rep. District	Florida House Rep. Name	Florida Senator District	Florida Senator Name	School Board Member
93	Chip LaMarca	34	Gary M. Farmer, Jr.	Sarah Leonardi

EXHIBIT D

ISHOF Project Leasing Flow Chart

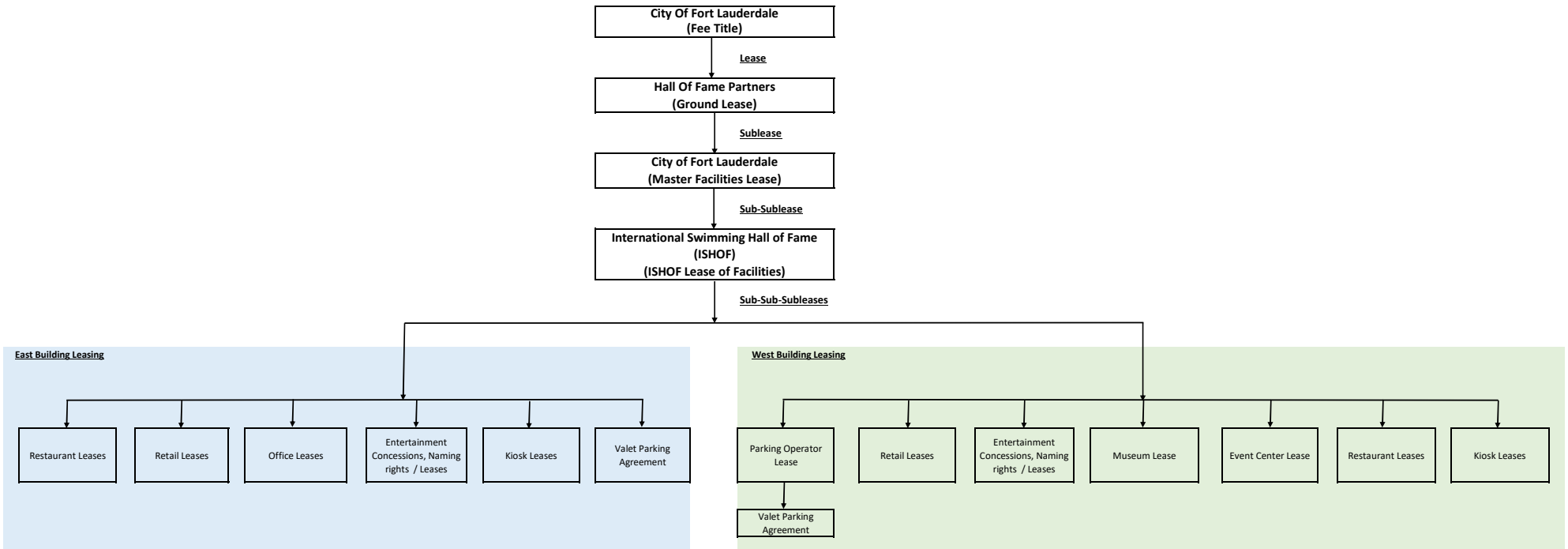


EXHIBIT E

Exhibit E								
ISHOF Predevelopment Projected Expenditure Plan								
Item No.	Task Description	Schedule of Values	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<i>Design & Indirects</i>								
1	Design to 30%	\$1,250,000	\$100,000	\$150,000	\$200,000	\$250,000	\$270,000	\$280,000
2	Legal & Other Consultant Fees	\$150,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
3	3rd Party Financial Cost	\$50,000		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
4	Insurance	\$25,000	\$25,000					
<i>Design & Indirects Subtotal</i>		<i>\$1,475,000</i>	<i>\$150,000</i>	<i>\$185,000</i>	<i>\$235,000</i>	<i>\$285,000</i>	<i>\$305,000</i>	<i>\$315,000</i>
<i>Project Costs</i>								
5	ISHOF Moving & Relocation	\$200,000	\$100,000	\$100,000				
6	ISHOF Temporary Storage	\$75,000		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
7	ISHOF Temporary Office & Leasing Complex	\$200,000		\$70,000	\$100,000	\$10,000	\$10,000	\$10,000
8	Abatement & Demolition	\$450,000				\$50,000	\$200,000	\$200,000
9	Insurance	\$20,000	\$20,000					
<i>Project Costs Subtotal</i>		<i>\$945,000</i>	<i>\$120,000</i>	<i>\$185,000</i>	<i>\$115,000</i>	<i>\$75,000</i>	<i>\$225,000</i>	<i>\$225,000</i>