



Proposal for RFP #31-23, Professional Services Negotiations with MLB Team

Prepared for the City of Clearwater

March 30, 2023



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I think hiring CAA ICON is one of the best decisions we made as a committee and as a city. I'm thrilled with the progress that we're making.

Sonya Sharp, City Council Member/Chair of the Event Centre Committee, City of Calgary

1. LETTER OF TRANSMITTAL

Letter of Transmittal

March 30, 2023

Lori Vogel, CPPB
Procurement Manager
Lori.vogel@myclearwater.com

Re: Proposal for #31-23, Professional Services – Negotiations with MLB Team

Dear Lori,

On behalf of CAA ICON, thank you for the opportunity to present our response to the City of Clearwater's ("City") Request for Proposals #31-23. CAA ICON is uniquely qualified to assist the City in its ongoing negotiations with the Major League Baseball ("MLB") Philadelphia Phillies ("Phillies") for the renovation and use of BayCare Ballpark and the Carpenter Complex ("Project").

FIRM OVERVIEW

A division of leading entertainment and sports agency Creative Artists Agency ("CAA"), CAA ICON is the world's leading owner's representative and strategic management consulting firm for public and private sports, entertainment and public assembly facility owners/operators, professional franchises, and leagues. With more than 55 sports, entertainment and public assembly projects and over 2,000 consulting engagements, CAA ICON has managed the development of many of the most successful venues around the world, spanning 11 professional sports leagues, totaling nearly \$40 billion.

CAA ICON's Strategic Advisory group was formed in October 2017 through the acquisition of Barrett Sports Group, a specialty firm established in 2000 to provide strategic consulting services specifically to the sports and entertainment industry in a broad range of areas, including: market demand analysis; financial feasibility analysis; finance; valuation; negotiations; facility operations; team/league operations; politics; acquisition/disposition due diligence; and strategic planning. The CAA ICON Strategic Advisory group has extensive expertise and in-depth knowledge of the sports and entertainment business as a result of having performed over 2,000 separate projects in the industry.

As you will see from our RFP response, CAA ICON has the ability, experience, and depth to advise you through each step of the complicated negotiating process. Specifically:

- We have formulated and refined a proven and focused approach to meet your objectives, and provide practical, implementable advice and support that reflects development realities and not just theoretical research and national statistics.
- We have assembled a Project team with extensive experience leading negotiations for complex, large-scale sports-specific and mixed-use ancillary development projects for public sector and private sector (team/leagues) entities.
 - Dan Barrett, President, has over 30+ years of experience and has served as negotiator on numerous, high-profile sports-specific engagements.
 - Art Aaron, Managing Director of New Ventures, has a background in project management, and the negotiation of deals in sports and entertainment related to project management, that is unsurpassed in the industry.
 - Josh Cohen, Vice President, has provided negotiation support and assistance on many deals on behalf of municipal government entities over his 20+ years of experience.
 - Bryan Slater, Senior Director, has specialized knowledge in the negotiation, planning, and development of sports and entertainment facilities.
- Our firm experience is directly applicable to your Project and its complexities as demonstrated by our extensive portfolio.

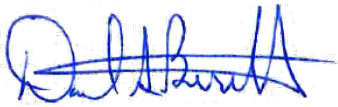
Letter of Transmittal

- Our prior experience with the City and Phillies allows us to hit the ground running. We were previously engaged (as a sub-consultant to Hilltop Securities) in 2019 to assist the City in discussions and negotiations with the Phillies. The previous engagement provides us with a base understanding of the situation and key stakeholders, which will allow us to immediately begin the process.

CAA ICON understands the intent of the Project, and we are willing and capable of performing the services within the time period specified. We greatly appreciate the opportunity to be of service and assistance to you in this very exciting Project. If you have any questions or comments, please feel free to reach out directly.

Sincerely,

ICON Venue Group, LLC, d/b/a CAA ICON



Daniel S. Barrett
President

2. DEMONSTRATED EXPERIENCE OF THE FIRM AND PROJECT PERSONNEL

Demonstrated Experience of Firm and Project Personnel

Proven Portfolio:

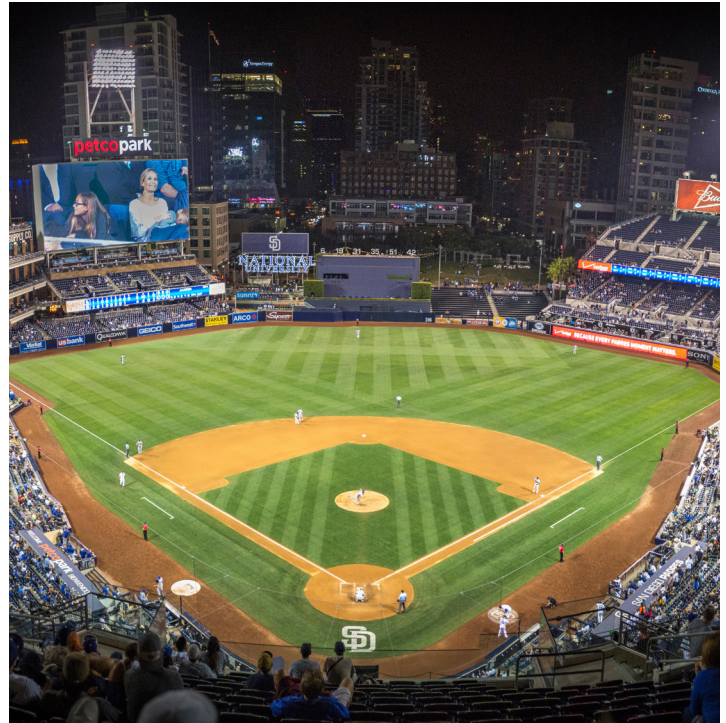
Unmatched Experience in the Sports Industry

Our project experience is directly applicable to your situation. The sports and entertainment industry is a highly specialized and complex industry, and successful consulting for this situation requires in-depth knowledge and extensive experience in a broad spectrum of areas. Sports and entertainment consulting encompasses not only diverse organizational and technical issues, but many projects also must be performed under public scrutiny in a complex marketing, financial, political, and statutory environment. The following demonstrates a partial list of public sector clients we have represented specific to the sports and entertainment industry. Project profiles of some of our most relevant work are included on the following pages.

Public Sector Clients **(Partial List):**

- Allen County War Memorial Coliseum
- Anchorage Economic Development Authority
- Arizona State University
- Calgary Convention Center
- California State University, Sacramento
- Centennial Authority
- City of Albuquerque
- City of Anaheim
- City of Atlanta-Fulton Co. Recreation Authority
- City of Auburn Hills
- City of Bellevue
- City of Brighton
- City of Calgary
- City of Clearwater
- City of Coffeyville
- City of Compton
- City of Corona
- City of Dallas
- City of Edmonton/Edmonton Coliseum
- City of Encinitas
- City of Fayetteville
- City of Fremont
- City of Fresno
- City of Henderson
- City of Houston/Harris County
- City of Huntington Beach
- City of Inglewood
- City of Lake Elsinore
- City of Oceanside
- City of Oklahoma City
- City of Pasadena/Rose Bowl
- City of Phoenix
- City of Rio Rancho
- City of Sacramento
- City of San Antonio
- City of San Diego
- City of San Francisco
- City of Santa Cruz
- City of Sarasota
- City of Savannah
- City of Stockton
- City of Thousand Oaks
- City of Topeka
- City of Visalia
- City of Winnipeg
- Commonwealth of Virginia
- County of Broward
- County of Dallas
- County of Gwinnett
- County of Luzerne
- County of Maui
- County of Monterey/Laguna Seca Raceway
- County of Onondaga
- County of Ramsey
- County of Sacramento
- County of San Bernardino
- County of San Diego
- County of Sarasota
- Department of Justice
- District of Columbia CFO
- Franklin County Convention Facilities Authority
- Gateway Economic Development Corp.
- Greeley Community Facilities Task Force
- Hawaii Convention Center Authority
- Hillsborough County Property Appraiser
- Incline Village General Improvements District
- Louisiana NFL Stadium Advisory Commission
- Maryland Stadium Authority
- Metro Entertainment & Convention Authority (MECA)
- Metro Government of Nashville and Davidson
- New Jersey Sports & Exposition Authority
- Oakland-Alameda County Coliseum Complex
- Rams Stadium Task Force (St. Louis)
- REDEEM
- River City Regional Stadium Financing Authority
- Shoreline Amphitheater
- State of California/Los Angeles Memorial Coliseum
- State of Georgia/Georgia Dome
- State of Hawaii/Aloha Stadium
- State of Louisiana/Mercedes-Benz Superdome
- State of Louisiana/New Orleans Arena
- State of Louisiana/Zephyr Field
- State of Minnesota
- State of New Mexico
- State of Wisconsin
- The Los Angeles County Fair, Hotel & Exposition
- Tournament of Roses
- Town of Castle Rock

City of San Diego: Petco Park Case Study



In 1998, the City of San Diego (“City”) was looking to redevelop 26 blocks in the East Village with a new baseball stadium and ancillary development. CAA ICON was hired to advise the City from the inception of the project and were involved in all aspects of the project from initial planning to development and ballpark management options.

CAA ICON supported the City and its legal team in structuring their deal with the San Diego Padres (“Padres”). Specifically, Dan Barrett co-led the negotiations with the Padres on behalf of the City and provided support to the legal team in drafting definitive documents.

CAA ICON was instrumental in transforming a major portion of downtown San Diego from an abandoned industrial wasteland to a thriving entertainment district. The redevelopment includes Petco Park (home of the Padres), hotels, residential, retail and office space valued in excess of \$3 billion.

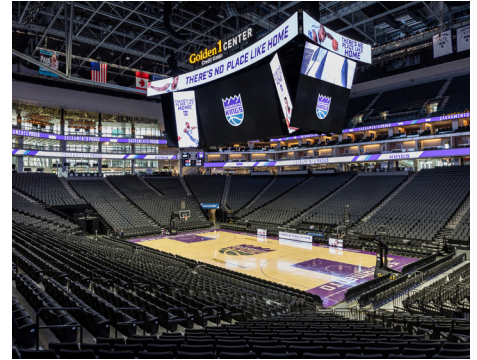
Market Demand Analysis – Evaluated the local market area demand and developed a preliminary stadium program through a detailed assessment of local and regional market characteristics, demographics, and benchmarking.

Financial Feasibility Analysis – Created a baseline operating and financial profile for the project including detailed operating revenues and expenses and ownership.

Financing Alternatives – Identified and considered alternative financing structures/options for the new stadium including public and private financing mechanisms and sources of funding.

Deal Structure Advisory – Provided detailed comparisons of MLB stadium deal structures in order to provide a tool during negotiations with potential funding partners.

City of Sacramento: Golden 1 Center Case Study



For many years, the City of Sacramento (“City”) was repeatedly facing the risk that the Sacramento Kings (“Kings”) would relocate to another market. In 2013, the Maloof family announced that they had sold the Kings to an ownership group in Seattle and that the team would be relocating. CAA ICON worked closely with Mayor Kevin Johnson and his staff to help keep the team in Sacramento. CAA ICON was tasked with developing an arena financing plan in a 90-day period.

CAA ICON played an instrumental role in negotiating and structuring a deal for the development of an arena and the redevelopment of the Downtown Plaza in Sacramento, as well as assisting with the development of the financing plan and negotiating the transaction on behalf of the City. Dan Barrett, with support from Josh Cohen, served as lead negotiator for the City in structuring its deal with the NBA/new ownership group and also provided support to the legal team in drafting definitive documents.

CAA ICON also provided the additional consulting services to the City:

Financing Alternatives – Identified and considered alternative financing structures/options for the new arena including public and private financing mechanisms and sources of funding.

Deal Structure/Lease Analysis – Developed detailed case studies, including sources/uses of funds, lease summaries, etc., for comparable NBA arena transactions. Prepared a comprehensive review and evaluation of NBA arena deal structures and leases.

Market Demand Analysis – Evaluated the local market area demand and developed a preliminary arena program through a detailed assessment of local and regional market characteristics, demographics, and benchmarking.

Market Validation – Validated preliminary market demand conclusions developed in the previous phase by conducting consumer research including web-based surveys, corporate surveys, and focus groups.

Financial Feasibility Analysis – Created a baseline operating and financial profile for a new arena in Sacramento including detailed operating revenues (ticket revenue, premium spaces, naming rights, etc.) and expenses (arena and team operations, sponsorship, broadcasting, etc.) to determine project feasibility.

State of Wisconsin: Fiserv Forum/Deer District Case Study



CAA ICON was engaged by the State of Wisconsin Department of Administration Capital Finance Office (on behalf of the Wisconsin Center District, the City of Milwaukee, Milwaukee County, and Greater Milwaukee Foundation) as the lead negotiator in connection with the development of Fiserv Forum and the adjoining ancillary development, now known as Deer District.

Dan Barrett, with support from Josh Cohen, acted as lead negotiator for the State of Wisconsin in structuring their deal with the Milwaukee Bucks. CAA ICON also provided support to the legal team in drafting definitive documents.

Financing Plan and Alternatives – Assisted in the development of the financing plan as well as identified and considered alternative financing structures/options for the new arena, including public and private financing mechanisms and sources of funding.

Deal Structure Advisory – Provided detailed comparisons of NBA arena deal structures in order to provide a tool during negotiations with potential funding partners.

Miscellaneous/Additional Support – Interacted with the Milwaukee Bucks owners and staff, NBA representatives, bond counsel investment banks, and other project advisors, as well as participated in briefings and meetings.

Centennial Authority: PNC Arena Case Study



In early 2019, the Centennial Authority (“Authority”), owner of PNC Arena, engaged CAA ICON to provide consulting services in connection with lease extension discussions with the Carolina Hurricanes (the lease at PNC Arena was set to expire in June 2024).

CAA ICON supported the Authority and its legal team in the negotiating key business terms related to the lease extension. Specifically, Dan Barrett, with support from Josh Cohen and Bryan Slater, led the negotiations with the Hurricanes on behalf of the Authority.

Based partly on CAA ICON’s findings and recommendations, the Authority and the Hurricanes signed a 5-year lease extension at PNC Arena. The lease extension included various terms related to operating and financial support, non-relocation, termination rights/repayments, profit sharing, etc. CAA ICON continues to provide consulting services to the Authority.

CAA ICON also provided the additional consulting services to the Authority:

Lease Occupancy Cost Analysis – Evaluated the Hurricanes’ deal structure/lease and costs of arena occupancy in comparison to peer NHL teams. Once lease terms were generally agreed to, CAA ICON conducted a second occupancy cost analysis to understand the Hurricanes occupancy cost after implementation of the lease amendment.

Market Analysis – Evaluated the local and regional market area demand and developed a preliminary arena program (capacity, luxury suites, loge boxes, club seats, parking, etc.) through a detailed assessment of local and regional market characteristics, demographics, and benchmarking.

Market Validation – Validated preliminary market demand conclusions developed in the previous phase by conducting consumer research including web-based surveys, corporate surveys, and focus groups.

Financial Feasibility Analysis – Created a baseline operating and financial profile for a renovated arena, including detailed operating revenues and expenses. The financial model was used to evaluate the incremental impacts to be generated by the Hurricanes in a renovated PNC Arena.

Demonstrated Experience of Firm and Project Personnel

Our team is comprised of industry specialists who have the technical skills and industry experience required to successfully complete the Project. Our focus is on satisfying the project's needs in the most practical, timely, and cost-effective manner. Highlights of our staff bios are provided below.

DAN BARRETT – PRESIDENT

Dan has more than 30 years of national and international experience in planning, negotiating, financing, developing, valuing, and operating sports, entertainment, and other real estate projects. Dan has extensive experience with major league, minor league, collegiate and amateur/recreation projects. He also has experience with operations, valuation, and transactions involving numerous types of sports teams and leagues.

Dan has personally completed over 2,000 sports industry projects and was the founder and principal owner of Barrett Sports Group (“BSG”), an industry leading sports management company, which was acquired by CAA and its subsidiary CAA ICON in 2017. Prior to forming BSG, he was the Managing Director for the Western Region Sports & Entertainment Investment Banking Division of A.G. Edwards & Sons, Inc. (now Wells Fargo) and prior to that was the leader of the Western Region Hospitality, Sports & Leisure Consulting Practice for Deloitte & Touche, LLP. Dan’s investment banking experience differentiates him from other consultants, and he has consistently developed creative solutions to complex problems.

Dan has been a speaker at various sports industry conferences and conventions and a guest lecturer at the University of Southern California (USC), California State University, Long Beach and the University of San Francisco. He has also been an adjunct professor having taught the Business of Sport elective at the University of San Francisco graduate program in Sports Management. Dan has served as a sports industry expert witness on numerous occasions. He earned a Bachelor of Arts – Economics/International Studies from the University of California, Los Angeles (UCLA) and a Master of Business Administration – Finance/Real Estate from USC.

ART AARON – MANAGING DIRECTOR OF NEW VENTURES

Art has 30+ years negotiating and completing agreements relating to the development, financing, leasing, and operation of sports and entertainment venues, professional sports teams, film production and distribution, and telecommunications businesses. He has worked for CAA ICON and its predecessors for over 20 years, most recently as President and COO of CAA ICON from January 2013 until December 2021. Art’s background in project management, and the negotiation of deals in sports and entertainment related to project management, is unsurpassed in the industry. Particularly relevant to this engagement, during the development and construction of Rogers Place in Edmonton, Art provided extensive counsel and advice on structuring the unique public-private partnership that allowed that project to move forward successfully under the management of a committee with equal representation from the City of Edmonton and the Edmonton Oilers development affiliate.

Prior to joining CAA ICON, Art was Executive Vice President of Ascent Entertainment Group, a public company that owned the Denver Nuggets, Colorado Avalanche and other entertainment assets. Before that, he practiced mergers and acquisitions law at Skadden, Arps, Slate, Meagher & Flom after graduating from Harvard Law School. He also has a Master’s in Public Education from Boston University and a Bachelor of Science from the Sloan School at the Massachusetts Institute of Technology, and is a veteran of the U.S. Army.

Demonstrated Experience of Firm and Project Personnel

JOSH COHEN – VICE PRESIDENT

Josh leads the firm’s Scottsdale, Arizona office. He has more than 20 years of experience in the valuation, planning, financing, development, and operations of sports and entertainment facilities, as well as a comprehensive understanding of the operations of major league, minor league, and collegiate teams. Specifically, Josh has extensive experience in the following areas, including but not limited to: market demand analysis; financial feasibility analysis; cash flow modeling; financing and funding analysis; economic and fiscal impact analysis; franchise valuation analysis; stadium and arena valuation analysis; transaction due diligence; stadium and arena lease evaluation; general advisory, strategic and litigation support for major league, minor league, and collegiate teams.

Josh has been with CAA ICON since the acquisition of Barrett Sports Group in 2017. He graduated from Arizona State University (ASU) with a Master of Business Administration (Emphasis Finance), and from University of California, Los Angeles (UCLA) with a Bachelor of Arts in Political Science with a specialization in Business Administration.

BRYAN SLATER – SENIOR DIRECTOR

Bryan is based in our Nashville office. He joined CAA ICON in 2018 from Brailsford & Dunlavey where he served as Senior Project Manager and Leader of the B&D VENUES development advisory group, a specialized group focused exclusively on the planning and development of sports and entertainment facilities. He has overseen projects for the MLB, MLS, NBA, NFL, NHL and minor league baseball facilities, along with “Power Five” collegiate athletic departments and municipal governments throughout the nation. In addition, Bryan taught Sports Facility Development and Management at George Washington University in Washington, D.C. He graduated from Southern Illinois University with a Master’s in Business Administration, and graduated from Indiana University with a Bachelor of Science in Business.



CAAICON*

Lead Negotiator
Dan Barrett (50%)

Negotiating Support
Art Aaron (10%)
Josh Cohen (20%)
Bryan Slater (20%)

*Due to the nature of negotiations and their complexities, we cannot provide estimated hours for team members at this time.



DAN BARRETT

President

Qualifications

- President, CAA ICON
- Founder and Principal Owner, Barrett Sports Group
- Managing Director of the Western Region Sports & Entertainment Investment Banking Division of A.G. Edwards & Sons
- Head of the Western Region Hospitality, Sports & Leisure Consulting Practice for Deloitte & Touche LLP
- 30+ years of experience

Education

- Bachelor of Arts in Economics/ International Studies, University of California, Los Angeles
- Master of Business Administration in Finance and Real Estate, University of Southern California

Experience (Partial List)

City of Clearwater (Sub-consultant to Hilltop Securities) – Deal Structure/ Lease Analysis of MLB Spring Training Facilities

Arizona State University – Sloan Park Spring Training Complex Negotiations

City of San Diego – Petco Park Lead Negotiator

Centennial Authority – PNC Arena Deal Lead Negotiator and Renovation/ Lease Analysis

State of Wisconsin – Fiserv Forum/Deer District Lead Negotiator

City of Sacramento – Golden 1 Center Lead Negotiator

City of Phoenix – Talking Stick Resort Arena Renovation Lead Negotiator

Charlotte Hornets – Spectrum Center Renovation Negotiating Support and Feasibility Study

Gateway Economic Development Corp – Rocket Mortgage FieldHouse Project Negotiating Support

Washington State MLB PFD – T-Mobile Park (formerly Safeco Field) Lease Extension

Tampa Bay Rays – Lease Analysis

Oakland A's – Proposed Ballpark Analysis

Cleveland Indians – Progressive Field Lease Extension

Colorado Rockies – Coors Field Economic/Fiscal Impact Analysis (Lease Extension)

San Francisco Giants – AT&T Park Valuation

Toronto Blue Jays - Skydome Preliminary Acquisition Due Diligence

Washington State MLB PFD – Strategic Planning/Lease Analysis T-Mobile Park (formerly Safeco Field)

Houston-Harris County Sports Authority – Minute Maid Park

City of Anaheim – Angel Stadium of Anaheim

City of Fremont – Proposed Oakland A's Ballpark

State of Minnesota – MLB Benchmarking Analysis

Commonwealth of Virginia – Proposed MLB Stadium Project

Downtown Council Kansas City – Proposed MLB Ballpark

El Paso Chihuahuas – Southwest University Park

Memphis Redbirds – AutoZone Park



ART AARON

Managing Director of New Ventures

Experience (Partial List)

1060 Project, MLB (Cubs) – Chicago, IL
\$1,100,000,000

Rogers Place and Associated Private Development, NHL (Oilers)
Edmonton, AB
\$613,700,000

BMO Field Renovation, MLS (Toronto FC) – Toronto, ON
\$150,600,000

Climate Pledge Arena, (Kraken / Storm) – Seattle, WA
\$1,100,000,000

Moody Center, NCAA (Longhorns) – Austin, TX
\$350,000,000

Chase Center, NBA (Warriors) – San Francisco, CA
\$1,000,000,000

Fiserv Forum, NBA (Bucks) – Milwaukee, WI
\$524,000,000

Vivint Arena Renovation, NBA (Jazz) – Salt Lake City, UT
\$125,000,000

Golden 1 Center, NBA (Kings) – Sacramento, CA
\$534,600,000

T-Mobile Arena, NHL (Golden Knights) – Las Vegas, NV
\$375,000,000

Allegiant Stadium, NFL (Raiders) – Las Vegas, NV
\$1,700,000,000

GEODIS Park, MLS (Nashville SC) – Nashville, TN
\$325,000,000

Q2 Stadium, MLS (Austin FC) – Austin, TX
\$250,000,000

Exploria Stadium, MLS (Orlando SC) – Orlando, FL
\$132,000,000

AT&T Center Renovation, NBA (Spurs) – San Antonio, TX
\$100,000,000

Paycom Center, NBA (Thunder) – Oklahoma City, OK
\$101,000,000

Qualifications

- Managing Director of New Ventures, CAA ICON
- President and Chief Operating Officer, CAA ICON
- Executive Vice President, Ascent Entertainment Group
- M&A Lawyer, Skadden Arps Slate Meager & Flom
- Health Facilities Project Officer, Army Medical Service Corp, Augsburg, Germany

Education

- Bachelor of Science in Management Science, Massachusetts Institute of Technology
- Master of Education in Human Services Management, Boston University
- Juris Doctor, Harvard Law School



JOSH COHEN

Vice President

Qualifications

- Vice President, CAA ICON
- Senior Manager at Barrett Sports Group, LLC
- 20+ years of experience

Education

- Bachelor of Arts in Political Science with a Specialization in Business Administration, University of California, Los Angeles
- Masters of Business Administration (emphasis Finance), Arizona State University

Experience (Partial List)

City of Clearwater (Sub-consultant to Hilltop Securities) – Deal Structure/Lease Analysis of MLB Spring Training Facilities

Arizona State University – Sloan Park Spring Training Complex Negotiations

City of San Diego – Petco Park Negotiating Support

Centennial Authority – PNC Arena Deal Negotiating Support and Renovation/Lease Analysis

State of Wisconsin – Fiserv Forum/Deer District Negotiating Support

City of Sacramento – Golden 1 Center Negotiating Support

City of Phoenix – Talking Stick Resort Arena Renovation Negotiating Support

Charlotte Hornets – Spectrum Center Renovation Negotiating Support and Feasibility Study

Gateway Economic Development Corp – Rocket Mortgage FieldHouse Project Negotiating Support

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Tampa Bay Rays – Lease Analysis

Oakland A's – Proposed Ballpark Analysis

Colorado Rockies – Coors Field Economic/Fiscal Impact Analysis (Lease Extension)

San Francisco Giants – AT&T Park Valuation

Washington State MLB PFD – Strategic Planning/Lease Analysis T-Mobile Park (formerly Safeco Field)

City of Anaheim – Angel Stadium of Anaheim

City of Fremont – Proposed Oakland A's Ballpark

Commonwealth of Virginia – Proposed MLB Stadium Project

Downtown Council Kansas City – Proposed MLB Ballpark

El Paso Chihuahuas – Southwest University Park

Memphis Redbirds – AutoZone Park

Nashville/Davidson – First Tennessee Park

College World Series Stadium Committee – TD Ameritrade Park Omaha

City of Fayetteville – Proposed New Stadium



BRYAN SLATER

Senior Director

Experience (Partial List)

Centennial Authority – PNC Arena Deal Negotiating Support and Renovation/Lease Analysis

Charlotte Hornets – Spectrum Center Renovation Negotiating Support and Feasibility Study

Washington State Major League Baseball Public Facilities District and Seattle Mariners – Long-Term Capital Needs Assessment

Events DC – Nationals Park Long-Term Capital Needs Assessment and Capital Improvement Advisory Services

St Louis Cardinals – Long-Term Capital Needs Assessment

Howard Hughes Corporation (Las Vegas 51s) – AAA Ballpark Feasibility Study

PBC Associates (Pawtucket Red Sox) – AAA Ballpark Feasibility Study and Economic Impact Analysis

City of Pawtucket – AAA Ballpark Feasibility Study and Economic Impact Analysis

Centro San Antonio – AAA Ballpark Feasibility Study

City of Madison, AL – AA Ballpark Feasibility Study

Amarillo Economic Development Corporation – AA Ballpark Feasibility Study and Economic Impact Analysis

City of Hartford, CT – AA Ballpark Feasibility Study and Economic Impact Analysis

City of Columbia, SC – A Ballpark Feasibility Study and Economic Impact Analysis

Fredericksburg Economic Development Authority – A Ballpark Feasibility Study and Fiscal Impact Analysis

City of Virginia Beach – Independent League Ballpark Feasibility Study

Austin FC – Stadium Development and Financing Advisory Services

MLS2STL – Stadium/Team Feasibility Analysis

DC Dept. Of General Services – DC United Market, Financial and Impact Analysis

City of Sacramento – MLS Expansion Team/Stadium Deal Structure Support

Pegula Sports and Entertainment – NFL Stadium Renovation and Replacement Analysis

Qualifications

- Senior Director, CAA ICON
- Senior Project Manager, Brailsford & Dunlavey, Inc.
- Adjunct Lecturer, George Washington University School of Tourism & Hospitality Management

Education

- Bachelor of Science in Business (emphasis in Business Management), Indiana University – Kelley School of Business
- Masters of Business Administration, Southern Illinois University Edwardsville

3. PROJECT METHODOLOGY, APPROACH AND TIMELINE

Project Methodology, Approach and Timeline

Based on our understanding of your needs, we are proposing our scope of services (collectively, the “Services”) in the approach as set forth below.

Due Diligence

Immediately upon our notice to proceed from the City, CAA ICON would commence by completing a number of key due diligence tasks to better understand your specific situation, as well as your goals and objectives. Such tasks allow our team to establish the foundation for the engagement to move forward in an efficient manner. Our due diligence includes the following steps:

1. Kickoff meeting/conference call
2. Develop understanding of background/history
3. Meet with key representatives and advisors
4. Identify goals and objectives
5. Identify key stakeholders
6. Determine preliminary schedule
7. Define roles and expectations
8. Establish communication guidelines
9. Prepare data request
10. Review key documents

Negotiation Strategy Development

Successful consulting in the sports and entertainment industry requires in-depth knowledge and extensive experience in a broad range of a highly specialized and complex areas. Sports and entertainment consulting encompasses not only diverse organizational and technical issues, but also many projects must be performed under public scrutiny in a complex marketing, financial, political, and statutory environment.

Building upon our years of experience, we will collaborate with the City to prepare, plan, and execute a negotiation strategy. Key to building the negotiation strategy are a number of tangible and intangible factors including:

1. Key Considerations
 - a. Financial considerations
 - b. Financing considerations
 - c. Operating considerations
 - d. Capital repair considerations
 - e. Timing considerations
 - f. Political considerations
2. Parameters of agreement terms
 - a. Alignment with goals
 - b. Risks and opportunities
3. Key stakeholder goals/objectives and alternatives

Project Methodology, Approach and Timeline

Deal Structure/Lease Analysis

CAA ICON will provide detailed deal structure/lease analysis comparison for MLB teams/spring training facilities. The analysis will provide independent, objective support during negotiations with potential public sector partners. The analysis seeks to answer the following high-level questions:

1. How does the proposed deal compare to other MLB spring training deals?
2. Will the proposed deal represent an above-market deal, below-market deal, or market rate deal?
3. How will the deal impact short-term and long-term team and ballpark economics from a comparative/competitive perspective?

CAA ICON will prepare a comprehensive review and evaluation of comparable spring training deal structures and leases, and will provide case studies for each transaction that will include development overviews, sources/uses of funds (including a breakdown of public vs. private investment), lease summaries, etc. The analysis will attempt to isolate all the relevant deal points and lease terms to allow for accurate and meaningful comparisons. CAA ICON will attempt to identify the material lease components and account for other significant costs of occupancy (e.g. direct and indirect equity/debt contributions).

CAA ICON's analysis is based on identifying the respective team's total occupancy costs as a percentage of estimated spring training facility revenues, gross gate receipts, and net gate receipts, among other measurements. Examples of occupancy costs include:

1. Rental payments and taxes
 - a. Base rent/additional rent/percentage rent
 - b. Ticket sales tax/ticket surcharges/admissions taxes
2. Revenue sharing with public sector partner(s)
 - a. Luxury suites/club level seats/loge boxes/private club
 - b. Concessions/novelties
 - c. Naming rights/advertising/sponsorships
 - d. Parking (and parking surcharges)
 - e. Other
3. Expenses
 - a. Gameday operating expenses
 - b. Ballpark operating expenses
 - c. Ballpark capital expenses
 - d. Other
4. Up-front team equity/debt investment (effectively pre-paid rent)
5. Vendor/concessionaire investment
6. Miscellaneous/other
 - a. Rent rebate/ticket guarantee

CAA ICON will develop an equivalent performance analysis for MLB spring training deal structures and leases. The equivalent performance analysis approach attempts to isolate the deal points and lease terms to better understand their impact on the team. Performance measures such as attendance, average ticket price, sponsorship revenue, etc. are held constant, while facility attributes such as capacity, number of luxury suites, number of club seats, number of parking stalls, etc. reflect actual characteristics.

The output is a summary of findings and comment(s) on how the deal structure compares to other relevant MLB spring training deals.

Project Methodology, Approach and Timeline

Negotiation Advisory and Support

We are recognized for our independence and objectivity. We have no pre-determined position on the course of action that should be taken. Our support through the engagement will be independent and impartial, and our primary goal is to provide accurate data to the City and its constituents. Through the negotiation with counterparties, CAA ICON will provide support services to include:

1. Deal structure advisory
 - a. Advise on comparability with other spring training venues
 - b. Bring creative thinking to deal negotiations based on past experience and specific needs of the City and key stakeholders
 - c. As necessary, present findings to key stakeholders
2. Lead negotiations with counterparties
 - a. Work with City resources to analyze and evaluate key negotiation terms
3. Identify issues and concerns
 - a. Develop risk mitigation strategies
4. Evaluate financial impacts of key negotiating terms and support the City in its financial analyses, as necessary and appropriate:
 - a. Research, prepare, plan, and model potential outcomes in advance of each conversation/negotiation with counterparties.
 - b. Provide multi-variable scenarios for each stage of the negotiation, with a qualitative and quantitative assessment of each
 - c. Provide an assessment of market rate deal structure/lease terms
5. Develop, review, and validate the financial analysis as needed for all the potential related scenarios. Consideration of alternative approaches
 - a. Gather and present comprehensive data on alternative options.
6. Support go/no go decision
 - a. Submit all proposals/counterproposals with support from the City
 - b. Resolve and clarify all outstanding issues for each variable

Document Execution Support

With the consultation and coordination of external legal counsel, CAA ICON will support the City and its outside counsel in development of definitive documents through execution. This process includes:

1. Support the preparation of key definitive documents by the City and its external legal counsel:
 - a. Letter of intent/memorandum of understanding/term sheet
 - b. Definitive agreements
 - c. Other documents, as appropriate
2. During negotiations, assist the City and external legal counsel in reviewing and responding to proposals by the other parties
3. When documents are ready for execution, assist the City and external legal counsel in briefing key stakeholders when documents are reviewed and considered for approval

Timeline

Due to the nature of the Project, certain tasks may be completed quickly, while others may only be completed after an extended period of time due to reliance on the interest, activities, and performance of other parties. For this reason, we are not able to provide a detailed timeline of the tasks described in the Services at this time.

4. REFERENCES

References

CITY OF CLEARWATER

Date of Services: 2019–2020

Description of Services: CAA ICON was previously engaged (as a sub-consultant to Hilltop Securities) in 2019 to assist the City. CAA ICON provided a detailed deal structure/lease analysis comparison for MLB spring training facilities. CAA ICON participated in negotiations and discussions with key stakeholders from the City, County, and Phillies during the engagement.

Address: Municipal Services Building, 1st Floor, 100 S. Myrtle Avenue, Clearwater, FL 33756

Contact Person: Jim Halios, Former Director of Parks and Recreation

Telephone Number: (727) 424–6046

CENTENNIAL AUTHORITY

Date of Services: 2019–Current

Description of Services: In early 2019, the Centennial Authority, owner of PNC Arena, engaged CAA ICON to provide consulting services in connection with lease extension discussions with the Carolina Hurricanes (lease at PNC Arena was set to expire in June 2024). CAA ICON supported the Authority and its legal team in negotiating key business terms related to the lease extension. CAA ICON, specifically Dan Barrett, with support from Josh Cohen and Bryan Slater, led the negotiations with the Hurricanes on behalf of the Authority.

Address: 1400 Edwards Mill Road, Raleigh, NC 27607

Contact Person: Jeff Merritt, Executive Director

Telephone Number: (919) 829–8132

Email: jmerritt@centauth.com

CITY OF SACRAMENTO

Date of Services: 2006–2016

Description of Services: Among other services, CAA ICON, specifically Dan Barrett, with support from Josh Cohen, served as lead negotiator for the City of Sacramento in structuring its deal with the NBA and new ownership group (the Sacramento Kings). CAA ICON also provided support to the legal team in drafting definitive documents.

Address: City Hall 915 I Street, 5th Floor, Sacramento, CA 95814

Contact Person: Darrell Steinberg, Mayor of Sacramento

Telephone Number: (916) 808–5300

Email: steinberg.darrell06@gmail.com

WISCONSIN CENTER DISTRICT

Date of Services: 2015–2017

Description of Services: CAA ICON was engaged by the State of Wisconsin Department of Administration Capital Finance Office (on behalf of the Wisconsin Center District, the City of Milwaukee, Milwaukee County, and Greater Milwaukee Foundation) as the chief lead negotiator and financial advisor in connection with Fiserv Forum and the adjoining ancillary development, now known as Deer District.

Address: 555 W Wells St., Milwaukee, WI 53203

Contact Person: Scott Neitzel, Former Wisconsin Center District Chairman

Telephone Number: (608) 441–1657

Email: neitzelsa@gmail.com

5. COST OF SERVICE

Cost of Service

The fees for professional services of this nature are difficult to estimate due to the uncertainty of the final scope of services associated with the Project. Due to their nature, certain tasks may be completed quickly, while others may only be completed after an extended period of time due to reliance on the interest, activities, and performance of the counterparties. We will perform the work described in the Services for \$35,000 per month for a minimum of three months (\$105,000 in total professional fees), plus reimbursement for all expenses incurred, including, without limitation, travel and subsistence of our staff, copies, postage, publications, subcontractors, specialized reports, maps, econometric models, survey web-hosting (if any), and survey panels (if any). At the end of the initial three month period, we will discuss with you our business arrangements and reach a mutually agreeable approach moving forward. It is understood that not all the tasks described above will be completed in the initial three month period.

For scopes of work outside the Services specified, our current standard hourly rates are as follows:

| Personnel | Hourly Rates |
|--------------------------------|---------------------|
| Dan Barrett – President | \$595 |
| Art Aaron – Managing Director | \$550 |
| Josh Cohen – Vice President | \$450 |
| Bryan Slater – Senior Director | \$400 |

6. FORMS

EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Exceptions (mark one):

****Special Note – Any material exceptions taken to the City’s Terms and Conditions may render a Proposal non-responsive.**

- No exceptions
- Exceptions taken (describe--attach additional pages if needed)

Additional Materials submitted (mark one):

- No additional materials have been included with this proposal
- Additional Materials attached (describe--attach additional pages if needed)

Following this form, we have included Exceptions to the City's Terms and Conditions.

Acknowledgement of addenda issued for this solicitation:

Prior to submitting a response to this solicitation, it is the vendor’s responsibility to confirm if any addenda have been issued.

| Addenda Number | Initial to acknowledge receipt |
|----------------|--------------------------------|
| | |
| | |
| | |

Vendor Name ICON Venue Group, LLC

Date: March 29, 2023

EXCEPTIONS / ADDITIONAL MATERIAL / ADDENDA

EXCEPTIONS ATTACHMENT | CONTINUATION OF PAGE 23

The following are exceptions/additions to the Standard Terms and Conditions:

1. Information and Data; Independence; Disclaimers.

- a. The written reports (including the Final Report), recommendations, analyses, and conclusions, whether complete, incomplete, in final or draft form, provided by Vendor (collectively, "Reports"; each, a "Report") may include estimates of annual operating results based upon courses of action that the City expects to take prior to and during the period under analysis. City is solely responsible for representations about its plans and expectations, and for the disclosure of information that might affect the estimated results. City acknowledges that Vendor will provide an independent evaluation, and City agrees to not attempt to influence or otherwise affect the independence of Vendor's Services. **City further understands and agrees that (i) Vendor makes no assurances or guarantees of market demand, recommendations or subsequent outcomes (nor have the same been made or are a condition of this Agreement), (ii) any plot plans, sketches, drawings or other exhibits included in the Reports, if any, are included only to assist the reader in visualizing the Assets (as defined below), and (iii) Vendor disclaims all responsibility for any survey (including the results thereof).**
- b. Vendor's Services may include providing advice or recommendations to the City; however, implementation (or lack thereof) of any such advice or recommendations is the City's sole responsibility. **Vendor disclaims all responsibility for decisions made by the City relating to Vendor's Services.**
- c. Any projections of future sales, rents, revenues, expenses, net operating income, mortgage debt service, capital outlays, cash flows, inflation, capitalization rates, yield rates or interest rates are intended solely for analytical purposes and are not to be construed as predictions of Vendor. They represent only the judgment of the authors as to the assumptions likely to be used by purchasers and sellers active in the market place, and their accuracy is in no way guaranteed.
- d. To the extent any Reports contains value estimates, asset values are influenced by a large number of external factors. The information contained in the Reports comprises the pertinent data considered necessary to support the value estimate. City acknowledges and agrees that Vendor does not guarantee that Vendor has knowledge of all factors that might influence the value of the subject property. Due to rapid changes in external factors, the value estimate is considered reliable only as of the effective date of the appraisal.
- e. Vendor is entitled to rely on, without independent verification, the accuracy of all information and data provided to Vendor by or on behalf of City. All information and data to be supplied will be complete and accurate to the best of the City's knowledge. Vendor disclaims all responsibility for, and provides no assurance regarding, the accuracy of any such information or data. Vendor further disclaims all responsibility for any assumptions made or provided by the City, which assumptions are the City's sole responsibility. Additionally, to the extent that the Services includes assets, properties or business interests (collectively, the "Assets"), Vendor is entitled to make the following assumptions regarding any such Assets, and disclaims all responsibility for such assumptions:
 - i. Title is good and marketable, and the Assets are free and clear of any and all security interests, encroachments, liens or other encumbrances, and the rightful claim of any

third person by way of infringement (including, without limitation, patent, trademark, trade dress, and copyright infringement);

- ii. The Assets are full compliance with all applicable federal, state, local and national regulations and laws (including, without limitation, zoning regulations), and all required licenses, certificates of occupancy, consents, or legislative or administrative authority from any federal, state, local or national government, private entity or organization have been or can be obtained or renewed for any use on which Vendor's Services are to be based;
 - iii. The Assets and any surrounding property are free of adverse soil conditions, as well as any hazardous or contaminated substances (including, without limitation, asbestos, PCB transformers, or other toxic materials, or underground storage tanks). For clarity, the costs of removing, mitigating or remediating any of the foregoing is not included in any Report; and
 - iv. The Assets are responsibly owned and competently managed.
2. **Unseen Conditions.** Vendor's Services are based only upon the readily observable conditions of the Project site or any facilities located on the Project site. Vendor will make no analysis, review, or study into subsurface conditions, structural conditions, contaminated or hazardous waste conditions (if any exist), or unseen or unforeseen conditions. Vendor's Services shall further not take into consideration the possibility of the existence of any hazardous or contaminated substances in or around the Assets (including, without limitation, asbestos, PCB transformers, or other toxic, or underground storage tanks), or the cost of their removal. By executing this Agreement, City acknowledges and agrees that Vendor is not qualified to detect, and shall not be responsible for detecting, any such hazardous or contaminated substances.
3. **Reports; Services Not Included.** The Reports are valid only when presented in their entirety and only for the purpose stated therein. All partially completed Reports or drafts presented to City are for internal review only and are not otherwise valid. City acknowledges and agrees that (a) the Reports do not, in whole or in part, constitute a fairness or solvency opinion and (b) Vendor will not perform any review, audit or other attestation procedures with respect to financial information as defined by the American Institute of Certified Public Accountants and will not issue any opinion, report or other form of assurance with respect to any financial information. City acknowledges that there may be differences between the estimated and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. Should the City have any concerns with regard to the estimates, Vendor and the City will discuss those concerns before the Final Report is issued.

The Reports are intended for internal use only and may not be used, in whole or in part, in any financing, investment, or marketing purposes or documents.

Furthermore, Vendor is not acting as an architect, a general contractor, insurance advisor, nor an attorney or other legal representative in connection with the Project or in the performance of Services hereunder. Vendor is not responsible to City for actual architectural work or design, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, although Vendor may advise and consult with City with respect thereto. City agrees that all of Vendor's consultations with and recommendations to City with respect to design decisions shall be made to assist City in evaluating alternatives from the City's perspective and interest (including, without limitation, alternatives with respect to value engineering) and are not to be considered a design evaluation of the soundness or effectiveness of any particular design approach. **City acknowledges and agrees that Vendor is not liable for**

any acts or omissions of any architect, general contractor, insurance advisor, any attorney or other legal representative, Specialty Consultant, nor any associated professionals and consultants.

City further agrees that Vendor will be compensated for any time and expenses (including, without limitation, legal fees and expenses) that Vendor may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings, including, without limitation, those other than in this matter, as a result of Vendor's performance of the Services.

4. Indemnification. City agrees to defend, indemnify and hold harmless Vendor, its parent, affiliate and subsidiary companies, and their respective owners, officers, members, managers, directors, agents, and employees (collectively, the "Indemnitees") from and against any causes of action, investigations, damages, claims, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) of any nature, kind, or description (collectively, "Losses") that may be asserted, brought against, paid or incurred by any Indemnitee at any time in any way arising out of or relating to the Services, except to the extent it is finally judicially determined that such Losses have resulted from the intentional misconduct of Vendor. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the expiration or termination of this Agreement.
5. Limitation on Damages; Waiver of Consequential Damages. Vendor shall not be liable for any Losses in any way arising out of or relating to this Agreement for an aggregate amount in excess of the professional fees paid by the City to Vendor for its Services. In no event shall either party, including its members, principals, or employees, be liable for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, cost, or expense (including, without limitation, lost profits and opportunity costs). The foregoing limitation shall not extend or be construed to extend beyond the scope of this Agreement. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the expiration or termination of this Agreement.
6. Non-Recourse. In no event and under no circumstances shall Vendor's members, affiliated or subsidiary organizations and entities, or any of their respective owners, directors, officers, agents, employees, members, trustees, volunteers, representatives, partners, or shareholders have any personal obligation or liability for any of the terms, covenants, agreements, undertakings, representations or warranties contained in this Agreement. In the case of a default hereunder by Vendor, the City and all persons claiming by, through, or under the City, shall look solely to Vendor, Vendor's insurance, and any other assets of any nature whatsoever of Vendor, but not of such other entities or persons. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence), or otherwise, and shall survive the expiration or termination of this Agreement.

The following are exceptions/additions to the Detailed Specifications:

7. Section 5: Vendor cannot provide certified copies of any applicable polices, but otherwise can comply with such Section 5.

VENDOR INFORMATION

Company Legal/Corporate Name: ICON Venue Group, LLC

Doing Business As (if different than above): CAA ICON

Address: 5075 S. Syracuse St., Suite 700

City: Denver State: CO Zip: 80237 -

Phone: 303-557-3700 Fax: _____

E-Mail Address: info@caaicon.com Website: https://www.caaicon.com

DUNS # 623610065

Remit to Address (if different than above):

Order from Address (if different from above):

Address: _____

Address: _____

City: _____ State: _____ Zip: _____

City: _____ State: _____ Zip: _____

Contact for Questions about this proposal:

Name: Lindsay Connell

Fax: _____

Phone: 303-557-3756

E-Mail Address: lindsay.connell@caaicon.com

Day-to-Day Project Contact (if awarded):

Name: Dan Barrett

Fax: _____

Phone: 310-802-8775

E-Mail Address: daniel.barrett@caaicon.com

____ Certified Small Business

Certifying Agency: _____

____ Certified Minority, Woman or Disadvantaged Business Enterprise

Certifying Agency: _____

Provide supporting documentation for your certification, if applicable.

VENDOR CERTIFICATION OF PROPOSAL

By signing and submitting this Proposal, the Vendor certifies that:

- a) It is under no legal prohibition to contract with the City of Clearwater.
- b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- c) It has no known, undisclosed conflicts of interest.
- d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
- e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- f) It understands the City of Clearwater may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process.
- g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
- h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
- i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- j) It is current in all obligations due to the City.
- k) It will accept such terms and conditions in a resulting contract if awarded by the City.
- l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: ICON Venue Group, LLC

Signature: 

Printed Name: Dan Barrett

Title: President

Date: March 29, 2023

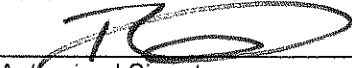
SCRUTINIZED COMPANIES FORMS

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH
CUBA AND SYRIA CERTIFICATION FORM**

**IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND
SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY
DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.



Authorized Signature

Raul Abad

Printed Name

Vice President / General Counsel

Title

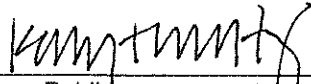
Icon Venue Group, LLC

Name of Entity/Corporation

STATE OF Colorado

COUNTY OF Denver

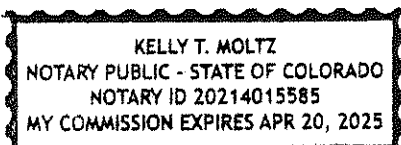
The foregoing instrument was acknowledged before me by means of physical presence or online notarization on, this 29th day of March, 2023, by Raul Abad (name of person whose signature is being notarized) as the Vice president / General Counsel (title) of Icon Venue Group LLC (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath.



Notary Public
Kelly T. Moltz

Printed Name

My Commission Expires:
NOTARY SEAL ABOVE



SCRUTINIZED COMPANIES FORMS

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM
THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL.
FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL
NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

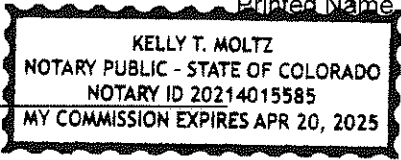
- 1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Clearwater in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Authorized Signature [Handwritten Signature]
Printed Name: Raul Abad
Title: Vice President / General Counsel
Name of Entity/Corporation: ICON Verne Group, LLC

STATE OF Colorado
COUNTY OF Denver

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on, this 29th day of March, 2023, by Raul Abad (name of person whose signature is being notarized) as the Vice President - General Counsel (title) of Icon Verne Group, LLC (name of corporation/entity), personally known, or produced (type of identification) as identification, and who did/did not take an oath.

[Handwritten Signature]
Notary Public
Printed Name: Kelly T. Moltz



My Commission Expires:
NOTARY SEAL ABOVE

E-VERIFY ELIGIBILITY FORM

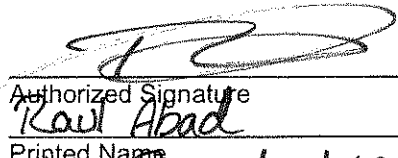
VERIFICATION OF EMPLOYMENT ELIGIBILITY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. The Contractor must maintain a copy of such affidavit.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.



 Authorized Signature
Raul Abad

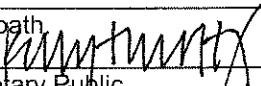
 Printed Name
Vice President / General Counsel

 Title
Icon Venue Group LLC

 Name of Entity/Corporation

STATE OF Colorado
 COUNTY OF Denver

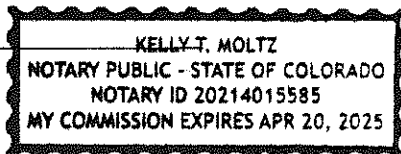
The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 29th day of March, 2023, by Raul Abad (name of person whose signature is being notarized) as the Vice president / General Counsel (title) of Icon Venue Group LLC (name of corporation/entity), personally known _____, or produced _____ (type of identification) as identification, and who did/did not take an oath _____



 Notary Public
Kelly T. Moltz

 Printed Name

My Commission Expires: _____
 NOTARY SEAL ABOVE



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>ICON VENUE GROUP, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>CAA ICON</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> |
| | <p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>5075 S. SYRACUSE ST., SUITE 700</p> <p>6 City, state, and ZIP code</p> <p>DENVER, COLORADO 80237</p> <p>7 List account number(s) here (optional)</p> | <p>Requester's name and address (optional)</p> |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| - | | | | - | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 2 | 0 | - | 1 | 8 | 1 | 1 | 4 | 4 | 9 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|----------------------------|-------------------------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ January 13, 2023 |
|------------------|----------------------------|-------------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA | CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | | | | | | | | | | | | | |
|---|--|--|-------------------------------|--------|---|-------|------------------------------------|-------|------------|--|------------|--|------------|--|------------|
| | E-MAIL ADDRESS: <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER B: Navigators Insurance Co</td> <td>42307</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Hartford Casualty Insurance Co | 29424 | INSURER B: Navigators Insurance Co | 42307 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Hartford Casualty Insurance Co | 29424 | | | | | | | | | | | | | | |
| INSURER B: Navigators Insurance Co | 42307 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED ICON Venue Group, LLC, dba CAA ICON 5075 S. Syracuse St. Suite 700 Denver CO 80237 USA | INSURER A: Hartford Casualty Insurance Co | | | | | | | | | | | | | | |
| | INSURER B: Navigators Insurance Co | | | | | | | | | | | | | | |
| | INSURER C: | | | | | | | | | | | | | | |
| | INSURER D: | | | | | | | | | | | | | | |
| | INSURER E: | | | | | | | | | | | | | | |
| | INSURER F: | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570098469335 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|------------------|-------------------------|-------------------------|--|--|
| B | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | LA21NCP021578-02 | 02/15/2023 | 02/15/2024 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | LA21NCP021578-02 | 02/15/2023 | 02/15/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$10,000 | | | LA23UMPZ07H3RIV | 02/15/2023 | 02/15/2024 | EACH OCCURRENCE | \$10,000,000 |
| | | | | | | | AGGREGATE | \$10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 72WBAC3UX8 | 12/06/2022 | 12/06/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT | Y/N <input checked="" type="checkbox"/> N N/A \$1,000,000 \$1,000,000 \$1,000,000 |

Certificate No : 570098469335

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Hilltop Securities Inc.
and the City of Clearwater, Florida
8055 E. Tufts Ave., Suite 500
Denver CO 80237 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

