



*Working Committee on Downtown Hotel Solutions and
Mixed Use Options-Phase II (Alexandria Convention Assets)*

**NOTICE OF REQUEST FOR INFORMATION FOR PURPOSES OF PUBLIC
PARTNERING-RAPIDES PARISH COLISEUM**



Executive Summary: Section 1.0 Introduction:

The Rapides Parish Coliseum and Exhibition Hall

The Rapides Parish Coliseum (the “Coliseum”) was constructed in 1965. Since opening, the Coliseum has been a venue for multi-purpose events (e.g., fairs and conventions), various sporting events (e.g., professional hockey, the Top 20 High School Basketball Tournament, numerous rodeos), music concerts, “monster” truck shows, professional wrestling, trade shows and smaller sporting/hunting/public events. Some of the site’s famous performances include Elvis Presley (1977), the Rev. Martin Luther King Jr. (1966), Ronald Reagan (1975), and Britney Spears (2002).

Located 4.5 miles from the Alexandria International Airport, the multi-use, dome-topped, Coliseum is owned by the Rapides Parish Police Jury (the “RPPJ”) and features seating for 7,000 people with on-site parking for nearly 2,000 vehicles. Additional facilities include a 20,000-square-foot exhibition hall, 46,000 square-foot Lewis-Odom Agricultural Complex, meeting and dressing rooms, scoreboard, full-service commercial kitchen, at-grade loading docks, security, and sound room.

On November 6, 2012, the citizens of Rapides Parish passed two millages to fund bonded indebtedness to complete numerous capital improvements to the Coliseum and to provide for operations and maintenance funds for the next twenty years.

Prior to the tax proposal being voted upon, Alexandria attempted to engage the RPPJ several times—most specifically, July 3, 2012—in order that a longer-term view of

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convention assets could be considered. Some officials expressed support for the tax, but desired a proper feasibility study be conducted first to ensure value-for-dollar investment.

A proper feasibility study would include considerations of: transportation along the Coliseum Boulevard; public safety concerns related to transportation and to the placement of a fire station on the site; parking deficiencies; coordination-with-other-assets considerations to optimize use, management and internal controls to ensure best practices; participation by other stakeholders in the decision-making process, and devising a long-term use and marketing strategy consistent with Alexandria goals for the corridor and city/regional goals represented through, in part, the RPPJ. Since passage of the tax, the RPPJ has approached Alexandria about the need for additional parking and other planning considerations.¹ Management and operational issues have arisen and require address at this time.

Parking interests held by Alexandria involve substantial economic value to the citizens of Alexandria, and, to be sure, would involve feasibility determinations along the lines proposed by Alexandria to the RPPJ (and rejected) before the passage of the tax. Of course, those Alexandria values are optimized with a properly-vetted and feasible plan of action for the Coliseum to function in a best-practice model. Prior to Alexandria contributing anything further of value to the Coliseum Project, feasibility and other determinations should be made.² In order to do so, this Request for Information is being issued to be compared with Alexandria's other important interests in recreation funding and other convention and visitor's funding. The RPPJ elected to forego participating with the City's **Request for Proposals: Downtown Hotels Initiative-Alexandria Convention Assets** ("DHI-ACA").³

¹ At the time of the passage of the tax, Alexandria raised these issues to the RPPJ and stakeholders and was assured by the RPPJ consultants those issues had been considered.

² As will be outlined herein, to meet Alexandria's requirements for a cooperative endeavor, deliverables of a commensurate nature (proportionality for Alexandria's value in exchange for future and actual values created by the renovated Coliseum) must be defined and evaluated. The City ensures (i) the expenditure or transfer of public funds or property, or the pledge, donation, or aid of public or private endeavor by public funds is based on a legal obligation (*e.g.*, a valid statute, ordinance, charter or contract); (ii) the expenditure is also for a public purpose; and (iii) the expenditure creates a public benefit proportionate to its cost (*i.e.*, the amount expended by the City is met with a comparable return or real and substantial obligation to create a future return)." "Deliverables" or returns on investment are necessary.

³ This decision occurred despite that RPPJ officials had approached City officials to create and disseminate an RFP that would seek feasibility determinations. Alexandria was willing to craft and financially support such a process to ensure viability of the Coliseum and other related assets, with no risk to the RPPJ.

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The Alexandria Riverfront Center

The Alexandria Riverfront Convention Center (the “ARC”) was constructed in 1996. Located 4.6 miles from the Alexandria International Airport, the ARC consists of 60,000 square feet of leasable space with a capacity for 6,700 attendees. The ARC also features a 31,240 square feet of exhibition hall space with a capacity for 3,500 attendees, 12,000 square feet of outdoor exhibit space, 7,000 square feet of plaza, 5,000 square feet of lobby.

Amenities include a full-service commercial kitchen, at-grade loading docks, on-site parking garage, security, and wireless Internet connectivity. The ARC is directly connected to two full-service hotels with over 350 rooms.

Discussion

Alexandria has been requested to entertain certain incentives to aid in the redevelopment of the Coliseum, including perpetual (or long term) use of shared property upon which a parking lot is currently located.

- According to parish officials, parking is now deficient at the Coliseum and requires use of the City’s undivided interest in land at the site.
- Over the years, the parish chose to sell or offer land used for parking to numerous government agencies and entities (in the west side parking area) resulting in what may now be a shortage given the increased seating proposed by parish plans. This strategy of income production was inconsistent with a long-term strategy for a large scale event facility given the history of parking deficiencies and the relationship of proper parking to the success of facilities of this type. Feasibility determinations then would have been instructive.
- Moreover, parish officials—although specifically cautioned to consider the effects of limited parking—granted a partial division of City and Parish interests in the undivided ownership (i.e., owned equally by both bodies) of the east side parking lot to allow the construction of a fire station needed by the City to meet its property insurance rating.
 - The fire station could have been located elsewhere in the area, and the City used the site because of cost savings by subtracting the expense of land acquisition elsewhere and the representations by the Parish it posed no problems to the Coliseum.
 - City officials were clear the ingress and egress of the fire station could not be altered or hampered at any time once constructed.

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In August of 2009 and again in 2011, parish officials engaged the City in talks about transferring operations of the Rapides Parish Coliseum to the City in exchange for diminution/elimination of parish indebtedness to the City and an assumption by the City of facility and site operations and maintenance. Alexandria expressed a willingness to consider this assumption provided it could conduct some feasibility determinations of the facilities. **(See Attachment A.)**

- The City would have done so at City expense.
- The City crafted and issued an RFP, which received responses from professional firms—the two largest in the business of this type of facility management.
 - The City of Alexandria sought proposals July 3, 2012, from qualified professionals relative to the Request for Proposals: Downtown Hotels Initiative-Alexandria Convention Assets (“DHI-ACA”).
 - The DHI-ACA requested qualified proposals relative to the management and operation of downtown convention spaces (with the potential for the other large entertainment and concert venue, the Coliseum)(all sometimes referred to herein collectively as “Facilities”).
 - The properties potentially in place for management, at minimum, included the *Alexandria Riverfront Center*, but could have included:
 - Alexandria Convention Hall,
 - Hotel Bentley Meeting Space,
 - Space within the Alexander Fulton Hotel and Convention Center, and
 - The Rapides Parish Coliseum and Exhibition Hall.
- Alexandria was seeking applicants with prior experience and expertise in the marketing and management of similar-sized Facilities, including experience in managing food service, convention business, cost-effective rehabilitation, preventive maintenance, customer service, quality control, employee training, marketing, interior design, and development.

Ultimately, the feasibility determinations would answer eight (8) questioned areas:

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- 1) Can City and Parish property, with the fire station and other traffic congestion on Coliseum Boulevard, accommodate parking at the site, diminish parking on Coliseum Boulevard,⁴ allow safe ingress and egress for the fire station at all times, accommodate future traffic patterns, and support facility needs?
- 2) Can an arena program be assimilated into a larger regional and city scheme to use convention and other recreation assets together, optimizing all, and establish a world-class designed facility at the Coliseum?
- 3) Will the project remain within the advertised budget? If not, why not? If not, how will additional capital funds be provided?
- 4) Will the project meet completion dates? If not, why not? If not, how will this affect feasibility?
- 5) Are Operations/Maintenance funding and other revenue projections on target and sufficient to meet project needs?
- 6) Are economics predicted upon Commercial Operations Date plus stabilization period sufficient to sustain the project long term and attract competitive, value-adding attractions and events?⁵
- 7) Compared with every feasible alternative, was this the best alternative taking into consideration timing and all circumstances? What other alternatives were considered?
- 8) Will the stakeholders commit to a professional management and marketing team for all requirements-operations of the facility at the Coliseum and other related assets?

⁴ Recall, this already was diminished by the community decision (led by DOTD) to create the positive off-set turn lanes, making the future congestion of Coliseum event parking even more difficult to address on a multifactorial basis. Event attendees were accustomed—however undesirable—to parking within the medians. No longer possible (if ever appropriate as creating an unreasonable risk of harm to motorist sight lines and pedestrians), a newly renovated structure, requiring additional parking to meet additional seating, exacerbates the problem.

⁵ For example, programming centered on day events as opposed to overnight events likely will not meet a reasonable return on the public investment for the renovation. If the design does not lend itself to multi-day events and the attraction of single-day events requiring out-of-town guest layovers, then the project may not be feasible.

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Alexandria believed—and maintains to date—the highest and best uses and practices for the involved political subdivisions and stakeholders would involve a more regional approach to managing convention assets by professional, not political, appointments. Of course, oversight would—and should—remain subject to the public (and political) processes in place; however, day-to-day operation of all convention assets is better served by professional management, subject to strict performance parameters, success metrics, and proper incentives that strike a balance of risk between public and private stakeholders. The comprehensive operations of the Facilities ultimately made subject of any cooperative intergovernmental endeavor and development agreement between Alexandria and the RPPJ should address whether the RPPJ will require facility management to be under the exclusive supervision, direction and control of a Manager.

- The Manager should be responsible for the operation, which includes, but is not limited to, promotion, policy making, management and maintenance of the Facilities.
- If the RPPJ intends to maintain a separate policymaking or governing board of any type between itself and the facility, the reasons for this decision need to be stated clearly as well as the role of such a board in relation to day-to-day operation of the facility.

Alexandria believed—and maintains to date—the best practice for development of the Coliseum would have been to conduct proper feasibility analysis and to have included stakeholders in the region in its process, before the decision was made to call for a tax. Failing to do so not only was a poor planning practice, but jeopardized other stakeholders' interests in convention and visitors planning for Alexandria. As the regional metropolitan hub, lack of feasibility prior to dedicated funding was neither an optimizing decision for regional recreation assets, nor, potentially, a decision that can be remediated. The main issues involved in the City's concerns about the methodology for the Coliseum and the project to renovate the facility stem not from whether to address the ailing structure, but in how best to determine needs and viability of the Coliseum and related infrastructure into the future—and, as compared to alternative plans.

- A feasibility study is defined as: a study to analyze objectives, requirements, and system concepts of a proposed project, system, or facility use, including the project justification, schedule, and end products.
- If there are comparable facilities or plausible alternatives, these should be vetted against the proposed project as part of whether the proposed project is feasible.

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Section 2.0 Letter of Intent:

The City asks the RPPJ for an indication of its willingness to partner, on or before **August 30, 2013**, containing RPPJ responses to the eight feasibility questions (**See Attachment B**). Upon receipt of RPPJ questions/responses and an indication of intent, Alexandria commits to the following courses of action to accommodate the RPPJ and protect the public's interest in seeing that the tax passed by the public is implemented in a manner calculated to return value on the large public investment of taxpayers:

- Alexandria will dedicate a team of individuals to address RPPJ and its consultants' needs in expedited fashion. The City has an appointed "point person" in place familiar with all issues.
- Alexandria will reasonably support, and provide staff support to, requests for transportation, parking, corridor planning, and other logistical services, *subject to a good faith and full response by the RPPJ*.
- Alexandria will conduct a feasibility study of the Coliseum property and support the conclusions of that feasibility study to aid in, and to the extent feasible, co-develop or otherwise support the site as it relates to the larger overall plan for convention and visitor activity. (*This was offered prior to the tax call.*)

If the RPPJ elects *not* to submit a Letter of Intent, Alexandria will neither be in a position to, nor can it, recommend to the public that Alexandria's things of value should be dedicated to the Coliseum needs in the absence of fair market, or near fair market, financial remuneration.⁶

⁶ It should be noted all finances involved to this point are public finances and thus are arguably best "pooled" to help the project create a return to citizens; however, in the absence of a viable project and best practice use of the Facilities, there is an opportunity cost to the public in Alexandria. Citizens must note there is a substantial value to the shared property. This value has long been unrealizable until the passage of the tax. To the extent that passage is now argued to require the pooling of the undivided interest property value (since it arguably was not generating value before), Alexandria would agree if feasibility determinations demonstrate a substantial likelihood of increasing overnight and other tourism to the City. If, however, the continued management model and lack of feasibility result in this large expenditure of public funds now subsidized further by Alexandria, over a long period of time, with little or no proper oversight, then it makes little sense for Alexandria to pool new-found value in the property. This is because Alexandria could divert the new value to a better opportunity, such as funding its recreation programming—for a reasonable lease or sale of its undivided interest. In this way, Alexandria still supports the tax call decision while maintaining control of its interests. This is because the same policy exists for using Alexandria's new-found value (in the parking interest) for support of the ARC, which if not used in conjunction with the Coliseum can be a competing venue with Alexandria now subsidizing the competing Coliseum asset against the ARC. Alexandria and the APA-CVB have subjected the ARC by RFP to be run via independent management with a stakeholder board determining if new capital expenditures are feasible.



CITY OF ALEXANDRIA, LOUISIANA
MAYOR JACQUES M. ROY

**NOTICE OF INTENT TO RESPOND
CITY OF ALEXANDRIA, LOUISIANA
JULY 2013 REQUESTS FOR COOPERATIVE DEVELOPMENT
RAPIDES PARISH COLISEUM
ATTACHMENT B**

_____ (Individual/Police Juror/Stakeholder) received the Alexandria
Request for Information for **“Plan of Action for Alexandria Convention Assets-The Rapides Parish Coliseum Partnership.”**

“The Police Jury intends to respond to the narrative request regarding rehabilitating the Coliseum with Alexandria.” (You may attach an additional single-page letter regarding your intent.)

We anticipate submitting a proposal that will include:

- Recommendations for how the City can help support the Project;
- Commitments regarding City input into future management of the Coliseum;
- Commitment regarding feasibility determinations to consider the measurable viability of the project; or
- Other (please specify) _____

Other Proposed Points of Agreement, Issues and Questions to Be Answered by City:

Respondent’s Representative:

Name: _____

Position: _____

Business Mailing Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Please send completed form to jonathan.bolen@cityofalex.com



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**FEASIBILITY ELEMENTS AND GUIDELINES
CITY OF ALEXANDRIA, LOUISIANA
JULY 2013 REQUESTS FOR COOPERATIVE DEVELOPMENT
RAPIDES PARISH COLISEUM**

(A)

Service and Amenities

Alexandria desires to conduct feasibility determinations for the viability of the Rapides Parish Coliseum upgrades for the purpose of determining Alexandria's participation in that Project or decision to divert use of Alexandria resources to another opportunity related to convention and visitors infrastructure—including its own Alexandria Riverfront Center (ARC). Alexandria, optimally, desires to have questions answered with the intent of aiding the Rapides Parish Police Jury by creating a first-class arena facility at the Coliseum site, if determined to be feasible as planned or as current plans may be modified by the aforementioned feasibility determinations.

As part of a first-class facility, in conjunction with the ARC or standing alone, a professional operator is desired by the City of Alexandria. In addition to feasibility determinations, Alexandria will require an objective process in which it can substantially participate to select such an operator or Manager for the purpose of determining Alexandria's participation in that Project or use of resources in another opportunity related to convention and visitors infrastructure—including its own ARC.

Any selected operator, who should be professionally vetted, may be expected to place into commerce a minimum of one if not three separate spaces for convention center activity and entertainment venues. Applying operators or Managers shall demonstrate their understanding of the convention center and arena-style entertainment business, specifically addressing the ways in which they are uniquely qualified to meet the following goals and expectations of the City of Alexandria and the Parish and Region at large for the Coliseum property and any others, by:

- Significantly increasing regional convention bookings and multi-day events.
- Developing and executing a statewide marketing strategy that augments (and does not merely relocate) existing local convention business.
- Reasserting the Rapides Parish Coliseum and Alexandria Riverfront Center as leading regional destinations for mid-to-large scale event venues and convention and conference business.
- Better integrating existing assets and establishing partnerships with local and regional institutions, cultural destinations, and local hotel and motel operators.
- Enhancing value, both tangible and intangible, for Downtown Alexandria and the Alexandria community and the metro area/region.
- Assisting city and parish government and other governmental bodies to ensure a coherent and consistent message and plan of action.

ATTACHMENT A

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—ATTACHMENT “A”

In addition, it is standard practice that a consultant with no interest in the design and build aspect of the Project should conduct global feasibility determinations of the facility area, and then identify the overall plan for viable and sustainable redevelopment or defeasement of the current facility; to determine, if appropriate, a proper location and plan for a similar facility; and to consider uses and assets in the surrounding area—including how to create other economic development opportunities in the area and for the current facility.

Sections 5.3-5.6:

5.3 Feasibility, generally:

The concern for methodology for the Coliseum and the project to renovate the facility stem *not* from whether to address the ailing structure, but in how best to determine needs and viability of the Coliseum and related infrastructure as a future concern—and, *as compared to alternative plans*.

The use of a dedicated tax stream to a less viable project, of course, diminishes the ability to find dedicated tax streams for more viable projects with better returns on the public investment. A proper feasibility study addresses this central issue. When addressing a dedicated resource of this magnitude, a feasibility study is a required practice.

Indeed, failing to conduct feasibility determinations may render government grants and other sources of income improbable or even excluded; opportunities that are critical to the long term viability of projects that are often victims of deferred maintenance or heavy opportunity cost assessments versus other critical infrastructure needs.

“ALEXANDRIA BELIEVED—AND MAINTAINS TO DATE—THE BEST PRACTICE FOR DEVELOPMENT OF THE COLISEUM WOULD HAVE BEEN TO CONDUCT PROPER FEASIBILITY ANALYSIS AND TO HAVE INCLUDED STAKEHOLDERS IN THE REGION IN ITS PROCESS, BEFORE THE DECISION WAS MADE TO CALL FOR A TAX. FAILING TO DO SO NOT ONLY WAS A POOR PLANNING PRACTICE, BUT JEOPARDIZED OTHER STAKEHOLDERS’ INTERESTS IN CONVENTION AND VISITORS PLANNING FOR ALEXANDRIA. AS THE REGIONAL METROPOLITAN HUB, LACK OF FEASIBILITY PRIOR TO DEDICATED FUNDING WAS NEITHER AN OPTIMIZING DECISION FOR REGIONAL RECREATION ASSETS, NOR, POTENTIALLY, A DECISION THAT CAN BE REMEDIATED.”

“ALEXANDRIA BELIEVED—AND MAINTAINS TO DATE—THE HIGHEST AND BEST USES AND PRACTICES FOR THE INVOLVED POLITICAL SUBDIVISIONS AND STAKEHOLDERS WOULD INVOLVE A MORE REGIONAL APPROACH TO MANAGING CONVENTION ASSETS BY PROFESSIONAL, NOT POLITICAL, APPOINTMENTS. OF COURSE, OVERSIGHT WOULD—AND SHOULD—REMAIN SUBJECT TO THE PUBLIC (AND POLITICAL) PROCESSES IN PLACE; HOWEVER, DAY-TO-DAY OPERATION OF ALL CONVENTION ASSETS IS BETTER SERVED BY PROFESSIONAL MANAGEMENT, SUBJECT TO STRICT PERFORMANCE PARAMETERS, SUCCESS METRICS, AND PROPER INCENTIVES THAT STRIKE A BALANCE OF RISK BETWEEN PUBLIC AND PRIVATE STAKEHOLDERS.”

A feasibility study is defined as: *a study to analyze objectives, requirements, and system concepts of a proposed project, system, or facility use, including the project justification, schedule, and end products. If there are comparators or other alternatives, these should be vetted against the proposed project as part of whether it is feasible. The objectives of the system, project, or facility use or plan are defined based on the needed functions sought by the feasibility determiners, in many cases public or private business entities attempting to decide whether to do a certain project. Included in these system objectives are functional and performance objectives and any assumptions and constraints. When the system objectives have been identified, the various alternatives for satisfying those objectives are determined. For each alternative, the costs in time and resources are estimated. A determination is then made as to the most feasible development alternative.*

*It is most simply the study of the viability of an idea. Feasibility importantly is driven in the first phase by identification of the system needs. Alexandria sought to determine these system needs not by simply asking what a new facility would look like at its ARC, but by engaging end users and experts on what is expected of such a facility. Likewise, the Coliseum needed the system identification before calling for a tax, as opposed to selling a design, which presupposed the system was correctly identified. The study would generally look at the **technical, economic, legal, operational, scheduling, market, and financial feasibility** (viability) of the proposed project.*

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These studies characteristically precede technical work and implementation, and help assessments identifying strengths, weaknesses, opportunities and threats. These studies allow consideration of the associated opportunity, transactional, agency, and other financial, cultural, and environmental costs of doing the project or changing the existing system.

Proper estimation, planning, and forecasting are critical elements to predict feasibility. City officials assume much, if not all, of these areas are well developed and can be provided for dissemination to the public and the City’s feasibility study. This public information allows the City’s feasibility determination to be made and inform its decision to partner.

START-UP EXPENSES

SALES & MARKETING

LAND ACQUISITION & SITE DEVELOPMENT

DESIGN/PROFESSIONAL SERVICES

LEGAL & GOVERNMENTAL SERVICES

PROJECT ADMINISTRATION

CONSTRUCTION

SYSTEMS & EQUIPMENT

PERMITS, TESTING, FEES, TAXES & SPECIAL ASSESSMENTS

INSURANCE, FINANCING & TRANSACTION COSTS

5.4 Infrastructure Concerns (Transportation, Technical, Parking and Economic Feasibility):

For Alexandria, as a potential partner, transportation problems already exist on Coliseum Boulevard that are exacerbated during events like the Rapides Parish Fair. In the event of emergencies, the new fire station cannot be impeded or imperiled by traffic issues not properly addressed by the RPPJ, *prior to commencing this Project*.

- 5.4.1 Geographic Location - The Project’s location. How has the firm determined the location as highest and best use to continue as a public arena?
- 5.4.2 Improvement of Public Services - The Project’s ability to improve public services such as water, sewer, sidewalks, parking, improved traffic circulation, etc., to an area currently underserved or congested. The Project’s cancelling of any other viable alternative use for the site, or opportunity to use another site for the same project in a higher and better fashion.
- 5.4.3 Urban Renewal Goals - The Project’s ability to significantly further specific goals found in the current Urban Renewal Plan.
- 5.4.4 Environmental Impacts - The Project’s impact, positive or negative, on the environment in terms of noise, dust, pollution, public safety, traffic congestion, pedestrian access, visual aesthetics, etc.
- 5.4.5 Technical Contributions - The Project’s address of obsolete design, configurations, or technological capabilities. Does the Project further technical compatibilities with surrounding infrastructure or create new obstacles? Is the technology and technical design a good investment for long term future needs or a “patching up” of past problems?
- 5.4.6 Project Feasibility - A determination of feasibility is made based on the strength of the market demand for the project as contained primarily in “pro formas,” financing commitments, and market studies. Are there any pro formas and market studies for this Project? If not conducted, why not?

5.5 Operational Concerns (Marketing, Event Projections, Management/Administration-Legal and Scheduling):

These issues relate to how well problems posed by the current system are corrected by the proposed Project, and therefore “structural” project identification parameters are paramount. The structural identifiers might be identified as follows: **Management factors** (environmental, agency climate, personnel, leadership); **Proposed System factors**; and **Alternative System factors**.

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- 5.5.1 Timely Completion - The feasibility of completing the project according to the proposed project schedule.
- 5.5.2 Feasibility of Cost Estimates - A determination of whether the costs are hard costs or estimates from dash board style assessments? If hard, is there reviewable support data?
- 5.5.3 How did the architectural firm ascertain economic impacts? Who performed this function? Who assessed claims such as the “six-event increase”? Are these changes suitable for championship play or new scaled events? How so?
- 5.5.4 Is there a site plan for parking that is “scaled” plan?
- 5.5.5 With whom has the RPPJ spoken about integrating the city’s fire station?
- 5.5.6 If the arena is the same size, with additional seating 7500 to 11,000 to put it into “marketable configuration,” how was this determined? Is it economical?
- 5.5.7 What is actual O/M estimate? \$500,000 per year for O/M? How is this determined and based on what staff complement and needs?
- 5.5.8 How did you objectively assess and grade proposals based on capability to undertake the relative complexities of the project; and how did you consider past performance of the developer and the Project design and management team on similar projects?
- 5.5.9 Tax generation. – How has the tax call been determined economically healthy for the maximum benefit to the community? Does the project demonstrate the ability to generate new taxes that exceed the public’s investment within ten years? Twenty years? Who performed any “performance analysis?
- 5.5.10 Relationship of public and private investment. – The relationship of private investment to public investment of a project should be significant enough to ensure prudent investment of public funds within the renewal project—who from the private sector in the arena industry was consulted? Where is that report?
- 5.5.11 Job Creation. – Projects that create opportunities for new employment contribute to the economic vitality of the community in a variety of ways. Projects creating ten or more full-time equivalent jobs would be considered to have a significant positive impact on the economic well-being of the area. Comments?

5.6 Cooperation Concerns (Intergovernmental Partnering, Past Obstacles, Communication):

The City and RPPJ were afforded opportunities to work together on several projects of important concern to City planning and Urban Renewal goals. In notable instances, the RPPJ provided unneeded obstacles to partnering. In this case and to avoid such obstacles, the City wishes to address concerns up front.

- 5.6.1 There were no studies of the preceding issues related to, or done in conjunction with, the City of Alexandria relative to feasibility and management. Why not?
- 5.6.2 There remain obstacles in the form of obligations by the RPPJ to Alexandria. Will you address utility issues and other public-public partnering, etc.?
- 5.6.3 The only communication—outside of Project “power point” presentations and sketches—occurred after the passage of the tax and the feasibility of the Project was questioned. There were no discussions about how this plan may affect City development plans. Will there be now?
- 5.6.4 Investment Spin-off - The Project’s potential for investment spin-off in a blighted area, especially within the City’s three CRA major corridors, is an important city goal not addressed by the Project.
- 5.6.5 Unique Opportunities - The Project’s potential to present a unique opportunity, meet a special need, or address specific CRA or community goals such as filling a market niche or provide an un-met community

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need. For example, the City *should consider* the re-use of an existing asset, the Coliseum, and its cost compared to attempting a green acre site.

(B)

No Limitation on Project

The above is not intended to limit the Project. Moreover, nothing in the RFI or Attachment A is intended to suggest the RPPJ has not conducted sufficient feasibility analysis or does not have a viable project, as it stands; instead, the RFI is intended to ascertain such data provides an evidence-based approach to the Project *in order for City participation to be justified.*

The City does not wish to limit the creativity or ability to propose an alternative scale or set of features and amenities deemed to better suit the goals of the stakeholders through this Project. The stakeholders should remain open to proposals that offer distinctive features and amenities that go above and beyond those outlined above and set the area and Alexandria apart from other destinations.

(C)

Team Requirements

Proposing Managers are expected to assemble all of the necessary parties for the project with proven track records in the development of similar in scope Projects. The same would be true for any feasibility consultants. RPPJ should be part of that selection process.

(D)

A.F.E.A.T.

It is the policy of the City to involve Minority and Women-owned Business Enterprises (M/WBE) to the greatest extent feasible. In the Proposal Statement, the Developer must provide their proposed method for M/WBE participation in compliance with the *Alexandria Fairness, Equality, Accessibility and Teamwork* program. The City has a program to aid small, emerging, minority- and women-owned businesses, ensuring such interests are given an equal opportunity to conduct business with the City of Alexandria. It promotes: (i) The competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; (ii) business ownership by small business persons, minority persons, and women; and (iii) the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business persons, minority persons, and women.

(E)

Coliseum Proposals Sought

While an Alexandria Riverfront Center proposal is not required for the City to participate, and each asset may be the subject of a partial address, the City will actively consider proposals encompassing all properties and convention spaces with weight being given to global proposals. A proposal will be based on a cost-benefit analysis that will weigh scope, timing, financial costs and risks, revenue generation, design and lifestyle amenities and level of quality and creativity.

(F)

Environmental Consideration

The development shall be environmentally sensitive and use as much sustainable techniques and technology as is feasible. Certification at a minimum of a LEED standard is recommended as well as any other proposed structure(s) seeking public monies and/or subsidies.

(G)

Assumptions Evidence Based

Proposals should include a financial plan that details the assumptions used in the recommended development. The assumptions should include operating projections that are supported by market research. In addition, a financing plan and Project schedule must be submitted. As part of the submission, the developer shall identify practical financial sources that

**Working Committee on Downtown Hotel Solutions and
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—ATTACHMENT “A”

could be considered to support the project. Proposals should break down all financial assumptions for the project, including price offered for any public land included.

(H)
Questions Submitted

Ultimately, the feasibility determinations will answer eight questioned areas:

- 1) Can City and Parish property, with the fire station and other traffic congestion on Coliseum Boulevard, accommodate parking at the site, diminish parking on Coliseum Boulevard, allow safe ingress and egress for the fire station at all times, accommodate future traffic patterns, and support facility needs?
- 2) Can an arena program be assimilated into a larger regional and city scheme to use convention and other recreation assets together, optimizing all, and establish a world-class designed facility at the Coliseum?
- 3) Will the project remain within the advertised budget? If not, why not? If not, how will additional capital funds be provided?
- 4) Will the project meet completion dates? If not, why not? If not, how will this affect feasibility?
- 5) Are Operations/Maintenance funding and other revenue projections on target and sufficient to meet project needs?
- 6) Are economics predicted upon Commercial Operations Date plus stabilization period sufficient to sustain the project long term and attract competitive, value-adding attractions and events?
- 7) Compared with every feasible alternative, was this the best alternative taking into consideration timing and all circumstances? What other alternatives were considered?
- 8) Will the stakeholders commit to a professional management and marketing team for all requirements-operations of the facility at the Coliseum and other related assets?

In the space provided, you may submit questions addressing the City’s process for response by the COA. Please note these questions should be transmitted on or before **August 30, 2013**.

July 25, 2013

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City of Alexandria-S.P.A.R.C.-CRA-1

*Working Committee on Downtown Hotel Solutions and
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NOTICE OF REQUEST FOR INFORMATION FOR PURPOSES OF PUBLIC PARTNERING

PLAN OF ACTION FOR COOPERATIVE DEVELOPMENT-Coliseum Partnership

—ATTACHMENT “A”

Respondent’s Representative:

Name:

Position:

Business Mailing Address:

Telephone:

Facsimile:

E-mail:

Questions? Send completed form to jonathan.bolen@cityofalex.com

Proposed Term Sheet for Professional Management of
Alexandria-Area Convention Assets

Purpose:

The City of Alexandria (“Alexandria”) wishes to collaborate to reinvigorate its downtown hotels and convention complex. Alexandria, the Greater Alexandria Economic Development Authority (“GAEDA”), the Parish of Rapides, and the Alexandria-Pineville Area Convention and Visitors Bureau (“APA-CVB”) are the owner and principal regional stakeholder partners in the downtown Alexandria convention and tourism hospitality assets. The asset complex is developed and, despite severe deferred maintenance with regard to some assets, is a critical part of any future development and comprehensive planning in the downtown.

Alexandria has an overriding obligation to ensure the viability of the Alexandria Riverfront Center (“ARC”). Alexandria intends to engage in a continuing development strategy using assumptions and aspects of the Downtown Hotels Initiative (“DHI”).

The Rapides Parish Police Jury owns the Rapides Parish Coliseum and Exhibition Hall. The Rapides Parish Police Jury as governing body of the Parish (County) of Rapides has neither concurred in nor approved this Term Sheet insofar as it relates possibilities in paragraphs 13-14. The City of Alexandria will publish a parish concurrence, should it be received, immediately to the website. Until such time as that occurs, it is advisable that proposers limit responses to the other listed assets.¹

Introduction to Process:

Until a new process is established by ordinance, Alexandria negotiates under existing resolutions and ordinances in pursuit of SPARC-CRA-1 redevelopment of the Central Business District hotels, convention space and master site plan (known as the Downtown Hotels Initiative, or formally as the plan of work submitted by the *Working Committee on Downtown Hotel Solutions and Mixed Use Options*), subject, however, to any modifications provided by this Term Sheet or any future Term Sheets. The process has

¹ In the event a response is received addressing only the Coliseum, Alexandria will forward that response to the parish (county) and will remain open to aiding the parish in any incentives as a sister jurisdiction.

produced a measurable level of due diligence and information valuable to any potential partner with Alexandria with regard to the DHI.²

Terms and Conditions:

Alexandria submits the following as part of its follow-up efforts with the DHI. Alexandria will consider the following Terms and Conditions, subject to claw-backs and the fulfillment of certain suspensive and resolutive conditions, as the beginning points of new or continued negotiations:

General

1. As to all material in this Term sheet, you understand this Term Sheet in no way constitutes an agreement, and the proposed terms herein are merely recitations of the goals of a potential development plan in achieving a binding agreement for development with Alexandria. Specifically, you understand until a valid ordinance is adopted, allowing for a contract, which is then negotiated and executed, any discussions, Term Sheets, or MOUs are merely expressions of possibility. More specifically, Proposers understand these terms are based on triggers and milestones required of you, e.g., "ARC performance milestones," which are not yet defined or confirmed; as such, the definitions and requirements are paramount, and a failure of mutuality on the meaning of these terms may drastically alter the other discussion points herein.
2. **Similar Treatment:** Alexandria agrees to negotiate with you under consistent conditions in terms of overall development design and goals. You acknowledge and understand Alexandria's overall policy.³
3. **Alexandria Riverfront Center Improvements:** Alexandria has budgeted this fiscal year \$1M for infrastructure and capital improvements to the Alexandria Riverfront Center, in conjunction with the needs and plans of Alexandria. The ARC is acknowledged to be an essential community development asset.⁴

² This includes the RKG reporting, the HVS appraisal of the Alexander Fulton Hotel, environmental site assessments (Phases I and II), and a Master Site Plan by world-renowned 3north. Alexandria also wishes to capitalize on the work to date, and, if possible, wishes to avoid a loss of momentum and "forced unbundling" of a large scale project in the downtown area. Therefore, in an effort to resolve certain issues—economic, temporal, and practical—these terms are being offered for discussion purposes and the potential award of a cooperative endeavor and development agreement ("CEDA") with regard to the ARC.

³ Alexandria's policy position is its overarching obligation to secure a return of the Alexander Fulton to full function and to anchor the viability of the ARC. These policies are made clearer in Alexandria's development plan published and available to you. It is referenced in the RFP/RFQ and should be familiar to you.

⁴ This amount may be amended upwardly upon certification of verifiable and ROI-driven need.

4. **Alexandria Riverfront Center Management:** Alexandria offers the ARC to professional management.⁵ Management shall be in the highest class of convention space management. The incentives and terms offered to a suitable partner may be as follows:

- **Commitment to Non-Interference.** Alexandria shall grant operational control to the manager, except as otherwise provided for in the management agreement/CEDA.
- **Maintenance Assistance.** Alexandria shall provide negotiated offsets to agreed-upon maintenance services to the ARC manager. The value of such services shall be subject to a negotiated cap for day-to-day operations and maintenance. A fund shall be set up for future special and extraordinary operations and maintenance needs.
- **Tax Commitment.** Alexandria and manager shall use the dedicated tax proceeds for agreed-upon purposes as provided hereinafter, subject to payment of employee cost reimbursement first and foremost.
- **Performance-Based Incentive Agreement.** The manager shall enjoy as the **Management Fee:** [x]% of “profits”⁶ from the facility operations for a period of [z] years, after which time the management agreement shall provide for a graduated scale on a per annum basis of no less than five (5) years and to be capped at [y]%. In this scenario, early profits favor the manager, such that [x] > [y] initially in no less than a 10:1 ratio in year one, manager to Alexandria, respectively.
 - Alexandria and manager shall agree that upon achievement of defined “ARC performance milestones,” Alexandria and manager shall contribute to a pooled resource in the amount of [v]% of ARC revenues dedicated to the Alexandria-guaranteed participation by intergovernmental partners in a city-wide and DHI-specific marketing plan for the purpose of driving business to the ARC and related properties, including the downtown hotels.⁷
 - The **Tax Commitment** may be used for this pooled marketing purpose—or even dedicated as such—in an effort to create the highest quality marketing plan possible; provided, however, this shall not diminish Alexandria’s requirement of

⁵ Item Number Four is a possible scenario for partnering; it is neither required nor exhaustive but represents Alexandria’s attempt at a best practice and method for allocating risk across the public and private sectors. Certain elements—e.g., the commitment to non-interference and utility assistance—might be included in multiple methods for partnering, while the “Performance-Based Incentive Agreement” is one method for achieving a partnership. Alexandria may adhere to this method in the absence of an alternative allocating risk fairly across the public-private spectrum.

⁶ “Profits” shall be a “defined” term as to “net” or “gross” or some other formula of determination.

⁷ This guarantee shall be transferable but only if a successor meets the same required milestones and level of agreed-upon and defined service.

employee cost reimbursement and some allocation of profit to the fund over the term of the CEDA.

- **Utility Assistance.** Alexandria shall pay 100% of the cost of its asset utilities in year one, and the manager never shall be responsible for greater than the “City facilities rate” for utilities during any period of the management agreement before year seven. This provision shall supersede Item 7 to the extent Item 7 offers less assistance; provided, however, Item 7 shall be understood to govern with respect to all matters not specifically provided here.
- **Initial Start-Up Fee.** Manager shall receive from Alexandria after the first month’s operation reimbursement of start up expenses incurred to begin operations of the management agreement/CEDA but such payment shall not exceed the sum of \$[ab],000.00. The initial startup fee shall neither be paid in lieu of nor as an advance against the Management Fee and any reimbursements to be paid to Manager.
- **Insurance Procured by Alexandria.** Alexandria agrees to maintain at all times during the Operating Term, with responsible insurance companies, insurance as follows with respect to the ARC at its cost:
 - (a) General liability and property damage insurance (including insurance against theft of or damage to guests’ property; and
 - (b) Other insurance as agreed to by the parties.
- **Insurance Procured by Manager.** Manager agrees to maintain at all times during the Operating Term, with responsible insurance companies, insurance as follows with regard to the ARC, the cost of which shall be reimbursed from the Property:
 - (a) Such workers compensation, employers liability or similar insurance as may be required by law, or such greater amounts which Manager shall deem advisable but no less than what is usual and customary; and
 - (b) Such other insurance against such other operation risks as Manager and Owner deem advisable to insure against, including, without limitation, auto liability insurance, liquor liability insurance and fidelity bonds.
- **Facilities Staff.** Manager shall provide staff to operate the Facilities in accordance with the provisions of the agreements and to provide all services and conduct all activities customary and usual to such operations. All members of the Facilities staff shall be employees of Manager and not of Alexandria and shall be under the sole supervision, direction and control of Manager. Manager shall have sole and absolute discretion in all employment policies and decisions with respect to the Facilities employees, including, without limitation, hiring, training, directing, supervising, disciplining, terminating, transferring, promoting and compensating such employees, except as provided hereafter.
 - **Manager shall guarantee a proven-results period to certain current ARC employees of six months.** During this period, the current employees can only

be terminated for cause or according to a bona fide reduction in force. Any employee reduced in force during the first year from commencement of management shall have the right of first refusal should force be increased.

- **Reimbursement of Employee Costs.** Manager shall be entitled to reimbursement from the Operating Account of the Facilities for all wages, salaries, payroll costs, fringe benefits, employer taxes, and other employment related expenses incurred by Manager in connection with providing staff to operate the Facilities. This reimbursement shall be subject to a term or cap as negotiated.
 - **Reimbursement of Certain Manager Expenses.** Alexandria may agree to a reimbursement matrix for certain expenses incurred by Manager in relation to operating the Facilities.
 - **Indemnity.** As of the Effective Date, cross indemnities may be required and negotiated for purposes of the CEDA.
5. **General Infrastructure Assistance:** Alexandria will provide certain infrastructure improvements, including, but not limited to:
- a. Extension and tie-in to all utilities;
 - b. Upgrades to the Alexandria Riverfront Center as indicated in ##3-4; and
 - c. Commercial and development negotiated planning review and assistance and utility rates as indicated in ##6-7.
6. **Planning Review and Assistance:** Alexandria will ensure plan review occurs timely and in a manner calculated to avoid business operation interruptions.
7. **Competitive Commercial Utility Rates:** For the first ten years of operations, manager may be eligible for utility assistance, on a graduated scale to diminish after the first seven years per the development agreement.⁸ Additional utility offsets for the property are possible; these, however, would be subject to a lifetime-negotiated cap.
8. **Special Transit and Tourism Help:** Alexandria will extend, subject to USDOT/FTA limits, special public transit services to the facility area and other hotels and motels under conditions for the benefit of the overall development but certifiably for the “primary benefit” of the Alexandria Riverfront Center.
9. **Dedicated Tax Marketing Fund and Assistance Plan:** Alexandria will seek and secure participation by intergovernmental partners in a city-wide and DHI-specific marketing plan of significance for the purpose of driving business to the ARC and related properties. Alexandria will seek the allocation of the Greater Alexandria Economic Development Authority (“GAEDA”)

⁸ At minimum, manager would be eligible to receive year one at no cost and discounts off all utility service charges during the first seven years. These discounts eventually would not apply to any commodity, purchase gas adjustment, or energy cost adjustment charges associated with utility service.

portion of the occupancy and use taxes generated by the DHI assets, through GAEDA, as sufficient to meet this requirement; however, Alexandria also will seek additional city-wide marketing through the Alexandria Pineville Area-Convention and Visitors Bureau (“APA-CVB”) for an overall aggressive re-positioning and marketing plan for the regional convention, hospitality, and tourism businesses.⁹

10. **Milestone Development, Completion, and “Claw Backs”:** Alexandria will place any escrowed funds under a strict scenario of milestone completion and predicate any continued utility and other incentives to milestone completion. As an alternative to escrow placement, any program funds would require other clawbacks.

- Accordingly, failure to meet CEDA development milestones and deliverables will result in cessation of the incentive plan benefitting Manager or successor developer-partners. La.Const.art. VII restrictions regarding employment and other development goals shall be mandatory.
- In summary, the “initial milestones” require that:
 - Manager meet whatever milestones are placed in the CEDA, and including:
 - Manager will be required to produce measurable results in the following areas in six-month intervals following year one of the award:
 - Increase in regional convention use of [c]% in per annum increments.
 - Increase in local hotel and motel stays of [d]% in per annum increments.
 - Submission of a generalized Property Improvement Plan (“PIP”) within two-weeks of short-listing or Intent to Award and detailed PIP within six months of operations to address capital needs and operational deficiencies.
 - Submission of a generalized Marketing Plan (“MP”) within two-weeks of short-listing or Intent to Award and detailed MP within six months of operations to address target and address deficiencies.
 - Submission of a detailed plan for addressing food and beverage services for the ARC, including the following:
 - catering services (food and beverage functions where payment is received for pre-arranged services),
 - concession services (over the counter cash sales at fixed and mobile food and beverage food court units),
 - sale of alcoholic beverages (under a liquor license to be obtained by the manager for the ARC and operating under the manager’s license at the ARC),

⁹ GAEDA originally agreed to defer any new tax stream in the form of its portion of occupancy and use taxes back to the City and/or its designee (e.g., the APA-CVB) for the purpose of city-wide marketing for the hotels (with greater than 50% of such funds to be earmarked solely for the two downtown hotels and the remainder for all city hotels and motels)(with an estimated 10-year value of approximately \$2M).

- operation of pantry and other food production/storage areas,
- operation of fixed food court facilities,
- operation of the commercial kitchen at the ARC,
- catering of food and beverage for meeting and banquet functions and the vending of various refreshments and other items.

- All waived fees are merely deferred until achievement of milestones at which time they can be forgiven.
- All requirements herein and elsewhere throughout this Term Sheet are dependent upon achievement of these goals and the others herein.
- A failure to meet these goals or agree to these goals (or substantially equivalent goals) may result in a change in, or level of, other incentives.

11. **Stretch Milestone:** During the development (CEDA initial term), the manager shall operate within agreed parameters in accord with the Project for a minimum defined period, or forfeit any entitlement to escrowed funds (if any apply) or continued incentives. The manager shall operate no less than seven (7) years as the final milestone for purposes of waiving all clawbacks and to ensure the value of Alexandria’s contribution. This temporal milestone shall be waivable, provided additional consideration in the form of cash or other acceptable equity or security is provided at a value commensurate with the unused portion of the total Alexandria contribution outstanding.

12. **Public Safety Component:** Alexandria agrees to secure and ensure the DHI-proximate area is conducive to high levels of tourist, recreational, convention, and hospitality-related activity. Policing levels shall be programmed as an incentive driver to the overall DHI.

13. **Manager as Parish (County) Global Developer:** Alexandria (and other necessary stakeholders) may consider in conjunction with ##2-12 an option with manager as the manager of the Rapides Parish Coliseum and Exhibition Hall (if and only if the Rapides Parish Police Jury concurs, as provided more particularly in the RFP) and, perhaps, the Alexandria Convention Hall.

14. **Incentive Agreement (Coliseum).** Subject to the political subdivision controlling the Coliseum concurring and establishing its own proposal, Alexandria may participate in incenting that facility. Initially, Alexandria would favor a performance-based agreement.

15. **Utility Assistance.** Alexandria may provide utilities assistance, to be negotiated.

16. **General Infrastructure Assistance:** Alexandria will provide certain infrastructure improvements, including, but not limited to:

- a. Extension and tie-in to all utilities;
- b. Upgrades to the Rapides Parish Coliseum property assuming an intergovernmental agreement between its governing authority and Alexandria allows for co-ownership or

some other method of meeting the Article VII constraints of the Louisiana State Constitution (such as a sale to Alexandria); and

- c. Commercial and development negotiated planning review and assistance.

17. Legal Conditions Precedent: With regard to conditions that shall first occur before development can begin, each party as designated shall:

- a. For manager, be required to demonstrate a sufficient financing commitment to meet manager's responsibilities under the CEDA, free of Alexandria or Parish entanglement or guarantees. All terms relative to Alexandria shall be subject to certifiable evidence a proposer can immediately obtain any private financing at any agreed-upon levels in accompanying and subsequent Term Sheets.
- b. For Alexandria, be required to demonstrate the ability to authorize legal control of the Facilities to the private sector.
- c. For manager, be required to publish and demonstrate a sufficiently-detailed plan of achievement of the "initial milestones." All performance incentives shall state agreed-upon deliverables and provide for guarantees and claw backs to ensure compliance, and
- d. For both parties, be required to execute a detailed Memorandum of Understanding ("MOU"), binding manager as to terms approved by the Alexandria City Council and binding the administration to a favorable recommendation to the Alexandria City Council. The final *draft* of or executed MOU outlining terms for all Cooperative Endeavors needed to accomplish agreed-upon goals shall be a requirement before approaching the City Council, with certain minimum conditions and terms, as more fully set forth herein and as contained in any referenced or utilized addendum Term Sheets. The same would be required with regard to the Rapides Parish Police Jury, if it participates in this RFP.

18. Definitions: The following definitions¹⁰ shall govern discussion:

- "ARC-performance milestones"—shall mean those specific performance indicators relative to the Alexandria Riverfront Center in terms of profitability, convention generation, and profit leader in the region in relation to driving the success of other hotels and convention space through the capture of regionally-significant convention and hospitality events.
- "City facilities rate"—shall mean the energy cost adjustment only per kilowatt hour consumed; commonly known as the "fuel-cost-only" charge.
- "Clawbacks"—shall mean Alexandria and Manager will define terms in the Cooperative Endeavor and Development Agreement creating measures to protect the public's interest, to include but not be limited to:

¹⁰ Additional definitions are provided by addenda.

- Liquidated damages for winding down the project during the initial phases or before achievement of milestones.
- A good faith bond or security equivalent.¹¹
- Other provisions subject to additional refund provisions to protect Alexandria in the event of a default:
 - In the event Manager fails to timely start or to proceed with and/or complete essential or necessary components of the Project, or fails to timely meet its performance objectives and/or any employment requirements, including but not limited to the retention or creation of the number of jobs or the reaching or maintaining of compensation or payroll levels within the time and for the term agreed, or other development requirements, deliverables, special deliverables, or terms, as specified in the CEDA with the Alexandria, any such acts, omissions or failures shall constitute a default under the CEDA, and Alexandria shall retain all rights to withhold award funds, investment, subsidy, or Alexandria ramp-up activities related to its infrastructure contributions to this S.P.A.R.C. project.
 - In addition, Alexandria may, in its sole discretion, as a result of any such acts, omissions or failures, modify the terms and conditions of the CEDA, and reclaim disbursed funds or value from the Manager or successor entities and/or a public entity in an amount commensurate with the scope of the unmet performance objectives and the foregone benefits to Alexandria.¹²
- “Global develop(er)(ment)”—shall mean a developer who develops contemporaneously and with common resource and managerial deployment both the ARC and Coliseum properties.

¹¹ A “security equivalent” might include an in rem mortgage or 2nd mortgage position, but this option is not guaranteed in the absence of the inclusion in the CEDA of clear performance goals and milestones.

¹² Reclamation shall not begin unless the Alexandria has determined, after an analysis of the benefits of the project to Alexandria and the unmet performance objectives, Alexandria has not satisfactorily or adequately recouped its costs through the benefits provided by the project. Security as indicated in the previous footnote may be a relevant consideration here as well.