

F-3 PROPERTY
WATERFRONT
PARK

CITY COUNCIL MEMORANDUM

TO: Mayor and City Council

FROM: Thomas J. Bonfield, City Manager 

DATE: October 20, 2005

SUBJECT: Community Maritime Park

In June the City and its Community Redevelopment Agency issued a request for proposals related to the development of approximately 30 acres of vacant land south of Main Street on Pensacola Bay across the street from City Hall. Only one response was received and in September the City determined the Community Maritime Park Associates (CMPA) proposal to be responsive and instructed staff to commence negotiations.

A series of meetings were conducted with CMPA to better understand, refine, and review the development proposal and to prepare a "Term Sheet" which outlines the basic structure of a contemplated development transaction which is a precursor to a more detailed development agreement. The Term Sheet along with a summary of its contents is attached and will be presented and reviewed during the workshop.

In addition to a discussion of the Term Sheet, project representatives will present an update of the project scope, capital and operating budgets, timelines and development potential. Following these presentations the City's development consultant Owen Beitsch will present his findings on the proposals from CMPA.

While no Council action is requested or anticipated at the workshop it is important for the Council to more fully understand the details of the proposal and the proposed structure of contemplated transactions and to provide staff with direction as negotiations with CMPA continue. It is also important to bear in mind that much analysis and many details of the contemplated transaction remain to be worked out. While many questions can be addressed during the workshop, many also will need to be addressed after further progress is made in analysis, negotiations and drafting of transaction documents

A tentative agenda for the workshop is attached.

- Attachments:
1. Workshop Agenda
 2. Term Sheet
 3. Project Layout and Phasing Plan
 4. Time Line
 5. Capital Budget
 6. Operating Budget
 7. Development and Revenue Projections



City of
Pensacola

**City of Pensacola
Workshop
Community Maritime Park Project
October 25, 2005**

Agenda

1. Introduction and Opening CommentsTom Bonfield
2. Review of Term Sheet Concept and Contents John Fleming
David Cardwell
Bob Hart
3. Site and Project OverviewMiller Caldwell
4. Capital Budget ProjectionMiller Caldwell
5. Project TimelineMiller Caldwell
6. Operating Budget ProjectionMort O’Sullivan
7. Private Development and Revenue Projections Barry Abramson
8. City Economic ReviewOwen Beitsch
9. Concluding Comments Tom Bonfield
10. Questions and Public Comment

COMMUNITY MARITIME PARK**SUMMARY OF TERM SHEET**

The Term Sheet makes clear that it is intended as guidance to the parties and subject to terms to be more specifically set forth in the agreements described in the Term Sheet. It describes the site, and briefly summarizes Council's actions to date, including publication of the Request for Proposals.

The Project is defined to include Public and Private Improvements, and there is a general description of what is included in both types of improvements.

The Term Sheet describes the basic structure for the Project. The City would enter into a Master Development Agreement with CMPA that will provide for the manner in which the property is to be developed, with all required approvals, authorization and permits the City will require. The Master Development Agreement will govern all aspects of the relationship between the City and CMPA for as long as improvements are continuing to be made on the property.

Two Master Leases govern the Public and Private Improvement areas of the property. The ground lease for the area devoted to Public Improvements provides for lease of that portion of the property at a rental cost of \$1.00 per year, and the ground lease for the area for Private Improvements provides for rent at fair value. CMPA will enter into subleases for private development, with all subleases subject to City approval.

Provision is made for payment of the cost of the Public Improvements from a bond issue sized to produce a \$40 million construction fund, and for the payment of all Private Improvements by revenues generated by the Private Improvements and from construction costs paid by private developers. Construction costs for the Maritime Museum are to be paid by private and State funding.

Project design and definition are to be completed in accordance with applicable statutes and with City approval. All property on which both Public and Private Improvements are constructed is to continue to be owned by the City, subject to the Master Leases and subleases with private developers. All improvements are owned by the City except for those improvements made by private developers.

Provision is made for a 10-year commitment of the Pensacola Pelicans baseball team for use of the multi-use facility, and for additional funding by the Pelicans owner of \$250,000 per year to CMPA to provide for charitable contributions to the community.

Subject to ongoing approvals by the City in the relevant documents, CMPA will have operating responsibility for the Public and Private Improvements. Revenues from operations on the property are to be paid to CMPA to fund costs of operations.

The Term Sheet outlines detailed conditions that are to be included in the Master Development Agreement that CMPA must meet before funding of the bond issue of the City.

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**TERM SHEET
FOR
COMMUNITY MARITIME PARK**

Pensacola, Florida

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These terms provide guidance to the parties and are subject to the City of Pensacola ("City") and Pensacola Community Redevelopment Agency ("CRA") and Community Maritime Park Associates, Inc., a Florida nonprofit corporation ("Master Developer" and "Master Lessee"), agreeing upon definitive terms and conditions and entering into definitive form(s) of legally binding agreement(s) necessary to implement the Community Maritime Park Project, as more completely described below (the "Project") in accordance with all requirements of applicable law, including the community redevelopment plan for the area including the Property (as defined below).

This Term Sheet provides guidance to the parties and accurately reflects the preliminary non-binding basic terms of a business deal between the City, CRA and the Master Developer pertaining to the development, financing, planning, construction and operation of the Project, all as to be more specifically set forth in the Master Development Agreement, Master Lease, Subleases and such other documents as are required, all of which shall be prepared and entered into by the City, CRA and the Developer as soon as is reasonably possible.

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SITE:

This term sheet is based on the understanding that the site of the Project will be real property owned by the City consisting of approximately 30 unimproved acres, bordered by Pensacola Bay on the south, Main Street on the north, and as extended, to the BDI property on the west, and Port Royal Way on the east (the "Property").

The Master Developer has made a proposal, tentatively accepted by the City after (i) publication of a notice pursuant to s. 163.380, Florida Statutes (2005) and subject to negotiation and approval by the City and the CRA of the definitive agreement(s), to develop the Project for the Public Improvements and the Private Improvements as described below.

THE PROJECT:

The Project is intended to include the following:

(a) the Public Improvements consisting of (1) open space for a public park; (2) a community multi-use facility to be used for baseball and other athletic events, festivals and other public events and functions; (3) site preparation and infrastructure; (4) classroom space for the University of West Florida and office space; and (5) project costs permitting, a conference/community center (collectively the "Public Improvements"); and

1 (b) the Private Improvements consisting of some or all
2 of the following as market conditions allow: (1) a
3 parking garage or garages; (2) office and retail space;
4 (3) a hotel; (4) a maritime museum; (5) residential; and
5 other improvements (collectively, the "Private
6 Improvements") in the general areas reflected in Exhibit
7 1 attached hereto, as may be adjusted by agreement of
8 the City and Master Developer.
9

10 **MASTER DEVELOPMENT**
11 **AGREEMENT:**

12 The City and the Master Developer will enter into a
13 Master Development Agreement under which the Master
14 Developer will be given the authority, subject to such
15 approvals, authorizations, conditions, restrictions and
16 other obligations as the City shall require, to develop the
17 Public Improvements and Private Improvements on the
18 Property. The Master Development Agreement will
19 include all provisions for site development, and
20 reference to such other documents as may be required
21 for development, construction and completion of the
22 Project and each part thereof. The Master Development
23 Agreement shall continue in full force and effect until all
24 of the Public Improvements and all of the Private
25 Improvements are complete and available for use by the
26 public, unless sooner terminated pursuant to the terms
27 of the Master Development Agreement.

28 The site development work to be provided for in the
29 Master Development Agreement will include bulk
30 heading, land fill and similar work, utilities, landscaping,
31 roads, walkways, surface parking for 500 cars, and other
32 similar work. The City will exercise its best reasonable
33 efforts to undertake and complete any environmental,
34 geotechnical or similar site condition work, including any
35 remediation work required by law. The cost of all site
36 development work on the Property shall be paid from
37 the Public Financing. (See "Funding" below). The site
38 preparation work shall be subject to the requirements of
39 any state grant the City may obtain for clean-up of or
40 improvements to the Property to prepare it for
41 development of the Project.
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43 **MASTER LEASE:**

44 The City will enter into two leases with the Master
45 Lessee: one for the Public Improvements (the "Public
46 Improvements Master Lease"); and one for the Private
47 Improvements (the "Private Improvements Master
48 Lease"), each for a term of 60 years (collectively the
49 "Master Leases"). The rent for the Public Improvements
50 Master Lease will be \$1.00 per year, and the rent for the
51 Private Improvements Master Lease will be at a fair
52 value (based upon an agreed upon methodology to
53 determine fair value) to be determined as provided in
the Master Lease, provided, however, the Sub Lease (as

1 that term is defined below) for the Maritime Museum or
2 any other nonprofit use shall have rent of \$1.00 per
3 year. Each of the Master Leases will provide for: (a) all
4 matters involving the use of the Property by the Master
5 Lessee for protection of the City, including maintenance
6 and insurance; and, (b) the sub lease of part(s) of the
7 Property on which will be located the Private
8 Improvements (each referred to herein as a "Sub Lease"
9 (or collectively as the "Sub Leases")).

10
11 **FUNDING:**

12 The funding for the "all-in" Project costs (meaning all
13 hard and soft costs of the Public Improvements) shall
14 come from the following sources: cost of the Public
15 Improvements (except for the grants described below)
16 shall be paid from the \$40 million net proceeds from a
17 debt obligation of the City or CRA, the repayment of
18 which shall be primarily secured by increment revenues
19 of the CRA in the redevelopment trust fund pursuant to
20 an interlocal agreement between the City and CRA. The
21 total amount of public funding for the Project shall be
22 limited to \$40 million net proceeds from the City or CRA
23 debt obligation plus any federal, state or other grants
24 received by the City pertaining to the Property (the
25 "Public Financing"); and,

26
27 The funding for the Private Improvements shall be paid
28 from all sources of revenue generated by the Private
29 Improvements, including such development fees,
30 surcharges on rents and similar items charged by the
31 Master Lessee to private developers pursuant to Sub
32 Leases, and from construction costs paid by private
33 developers.

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35 The initial budget and programmatic description of each
36 of the components of the Public Improvements is set
37 forth in Exhibit 2. The Master Development Agreement
38 shall provide a process for any changes to the budget
39 and programmatic descriptions of the Public
40 Improvements components, provided that any such
41 changes will be subject to the approval of the City.

42
43 **PROJECT DESIGN**
44 **AND DEFINITION:**

45 When applicable, the Master Developer or anyone acting
46 on behalf of the Master Developer will observe the
47 requirements of the Consultants Competitive Negotiation
48 Act in selecting and engaging services subject to that
49 Act necessary to design the Public Improvements, and
50 to define its elements in detail sufficient to bid the
51 construction and support of the construction documents
52 (the "Construction Documents"). Fees incurred for
53 design of the Public Improvements shall be paid from
net proceeds from the Public Financing, and fees

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incurred for the Private Improvements shall be paid by private developers retained by the Master Developer to construct and complete the Private Improvements. The construction contracts for the Public Improvements shall be bid in the same manner as the construction contract for a City public works project.

OWNERSHIP:

The vertical and horizontal improvements constructed as part of the Public Improvements will be owned by the City. That part of the Property on which the Private Improvements are constructed will be owned by the City, subject to the Public Improvements Master Lease with the Master Developer and Sub Leases with private developers for the vertical development constituting the Private Improvements. The vertical and horizontal improvements constructed by private developers as part of the Private Improvements will be owned by the private developers subject to the terms of the Subleases. The Sub Leases will be subject to approval of the City.

TEAM COMMITMENT:

The Pensacola Pelicans baseball team or other professional baseball team owned by the principals of the current owner of the Pensacola Pelicans will enter into a use agreement with the Master Lessee for use of the community multi-use facility as its exclusive location for home games for at least ten (10) seasons. The use agreement will provide that the minimum rent for use of the community multi-use facility will be \$175,000 per season. Such use agreement will be subject to approval by the City.

The community multi-use facility will be designed and built to comply with the facility standards for a Class A baseball facility as adopted by the National Association of Professional Baseball Leagues aka the Minor Leagues.

In addition to the rent paid by the Pensacola Pelicans or their successor, the owner of the Pensacola Pelicans will contribute to the Master Developer each year for the first five (5) years of the use agreement the sum of \$250,000. To the extent such funds are not needed for any deficit in annual operations of Master Developer, they shall be contributed by Master Developer to Pensacola charities. The obligation of the owner of the Pelicans shall continue for a term of five (5) years notwithstanding any change in ownership of the Pelicans.

OPERATING RESPONSIBILITY:

The Master Development Agreement will provide that as construction of the Public Improvements and Private

1 Improvement is completed, the Master Lessee will
2 operate the facilities as provided in the Master Leases,
3 unless such Public Improvements become subject to
4 Subleases as approved by the City. The Master Lessee
5 will be responsible for all operating costs of the Public
6 Improvements.
7

8 **TAXES, USE CHARGES**
9 **AND SURCHARGES:**

10 It is the intent of the parties that the part of the
11 Property on which the vertical and horizontal
12 improvements are constructed as part of the Public
13 Improvements be exempt from real estate taxes or
14 payments in lieu of real estate taxes throughout the
15 term of the Master Lease, provided, however, that in the
16 event any such property or improvements is deemed to
17 be taxable, then the lessee of such property shall be
18 responsible for the payment of any such taxes..

19 **REVENUES:**

20 Master Lessee shall receive all revenues generated on
21 and from the Project, including without limitation, all
22 revenues from: (1) payments made pursuant to any
23 Sublease for Private Improvements, provided that the
24 City's share of such Sublease revenue shall be paid to
25 the City; (2) any development fees, surcharges and
26 assessments paid pursuant to the Sub Lease; (3)
27 parking revenues on the Property; (4) use payments
28 and other revenue sharing, e.g., concessions, from use
29 of the community multi-use facility; (5) income from the
30 conference center; (5) income from all festival uses;
31 and, (6) all revenues derived from the sale of any
32 naming rights related to the Project, provided that: (a)
33 such name shall be subject to the approval of the City;
34 and (b) the proceeds from the naming rights for the
35 Public Improvements shall be paid to the Master Lessee
36 and may be used to pay operating, maintenance or
37 upgrade costs of any of the Public Improvements.

38 Revenues received by the Master Lessee will be applied
39 as follows: (i) first to pay operating and maintenance
40 costs; and then to (ii) deposit into a capital
41 improvement fund; and then to (iii) deposit into an
42 operating reserve fund; and, then (iv) deposited into a
43 community fund for distribution as provided in the
44 Master Lease. The Master Lease for the Private
45 Improvements shall provide that a share of the revenues
46 generated by the Sub Leases for such improvements
47 shall be paid to the City.
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49 **AUDIT:**

50 The City may, in its discretion, conduct or cause an
51 independent accounting firm to conduct an audit of the
52 financial records of the Master Developer/Master Lessee
53 for any fiscal year. The cost of such audit shall be paid
by the City. The Master Developer/Master Lessee

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agrees to cooperate with such audit and to provide all financial and other records to the auditing entity.

WAIVER OF FEES:

The City will waive, to the extent permitted by law, contract, or covenants, its normal and customary fees for the construction of the Public Improvements, assist the Master Developer for negotiation of reduced fees with Escambia County and the Emerald Coast Utilities Authority, and negotiate to have electric power provided to the Public Improvement be billed through the City at the City's electric power rates.

PERMITS AND APPROVALS:

City will exercise its best efforts to provide or secure all zoning, subdivision, land use, construction and all other similar and dissimilar governmental or quasi-governmental approvals, licenses and permits necessary to construct and operate the Project, provided that the City will not, and cannot, waive or relinquish any governmental or regulatory power or authority.

CONDITIONS TO DEVELOPER'S OBLIGATION:

Entering into Master Development Agreement and Master Lease

- 1) Studer has committed to desired level of conference center use
- 2) Pelicans have committed to long-term use of community multi-use facility (and is binding on successors)
- 3) Maritime Museum has launched fundraising campaign
- 4) No pending referendum to reverse City Council action that would adversely affect Project

Commencing Construction

- 1) Funds are available for site preparation and public improvements
- 2) Permits have been issued to commence construction
- 3) Maritime Museum has sufficient funds to commence construction of first building
- 4) Developers of the first phase (as reflected in Exhibit 2) of private development have been secured though commencement may be subject to market conditions
- 5) No pending referendum to reverse City Council action that would adversely affect Project

1 **CONDITIONS TO**
2 **CITY'S OBLIGATION:**

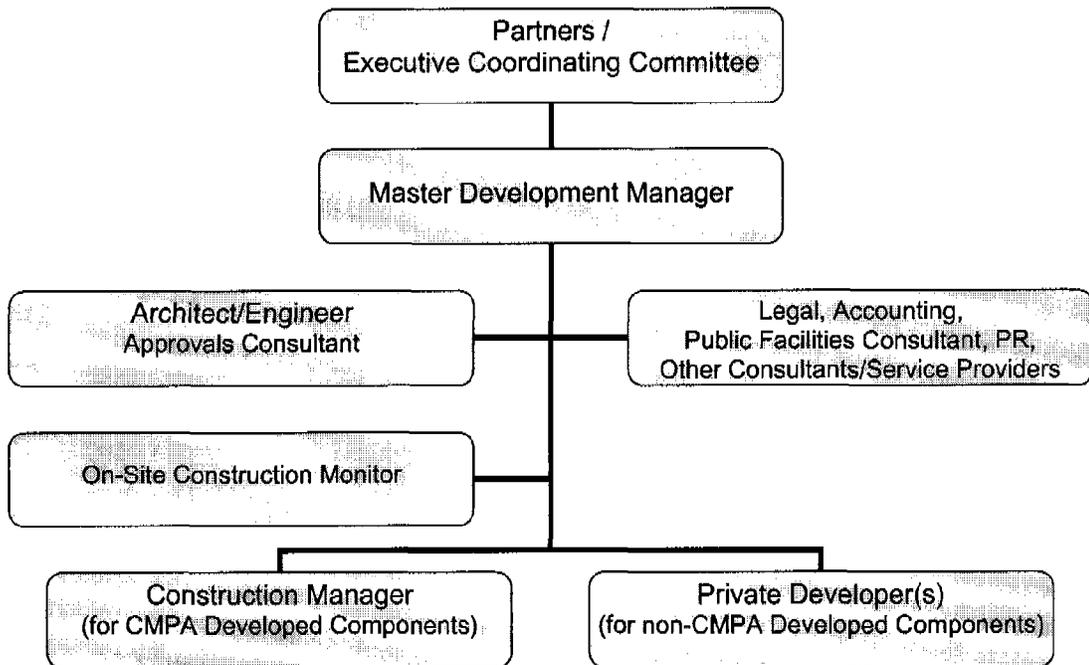
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4 Approval of and Entering into Master Development Agreement and Master Lease
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- 6 1) CMPA demonstrates capability to do the Project
7 2) Studer has committed to a desired level of conference center use
8 3) Pelicans committed long term to playing in community multi-use facility
9 4) Maritime Heritage Museum has launched fundraising campaign
10 5) University of West Florida has committed to use of conference center and
11 classroom space at a sufficient level
12 6) Independent analysis of project by City's consultant indicates there is a
13 market for the proposed uses at a level sufficient for the economic viability of
14 the project
15 7) City has received and accepted CMPA's project development strategy,
16 including parking
17 8) Bulkhead and fill regulatory approval determined to be achievable
18 9) No pending referendum to reverse City Council action that would adversely
19 affect the Project
20 10) CMPA has executed Agreement and Master Lease
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23 Issuance of Revenue Bonds
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- 25 1) Studer has signed a binding agreement for office space and sufficient level of
26 long-term use of conference center
27 2) Pelicans have signed lease for long-term use of community multi-use facility
28 3) Maritime Museum has raised sufficient funds to commence construction of at
29 least first building
30 4) University of West Florida has approvals from necessary boards and state
31 officials to own and operate Maritime Museum
32 5) University of West Florida has entered into agreement to own and operate
33 Maritime Museum
34 6) Sufficient increment revenues available to cover debt service on revenue
35 bonds without need of any City general or special specific revenue pledge or
36 funds derived from the Project
37 7) Site work, infrastructure and bulkhead and fill work have been permitted and
38 are ready to commence
39 8) CMPA has received final site plan approval for the Project
40 9) Completion of at least 50% design of Public Improvements and guaranteed
41 maximum price of no more than \$40 million for construction with quality
42 acceptable to City
43 10) All regulatory approvals prior to commencement of construction have been
44 obtained
45 11) No pending referendum to reverse City Council approval of Master
46 Development Agreement or Master Lease
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**Preliminary CMPA Master Development Organization Chart
Draft 10/19/05**



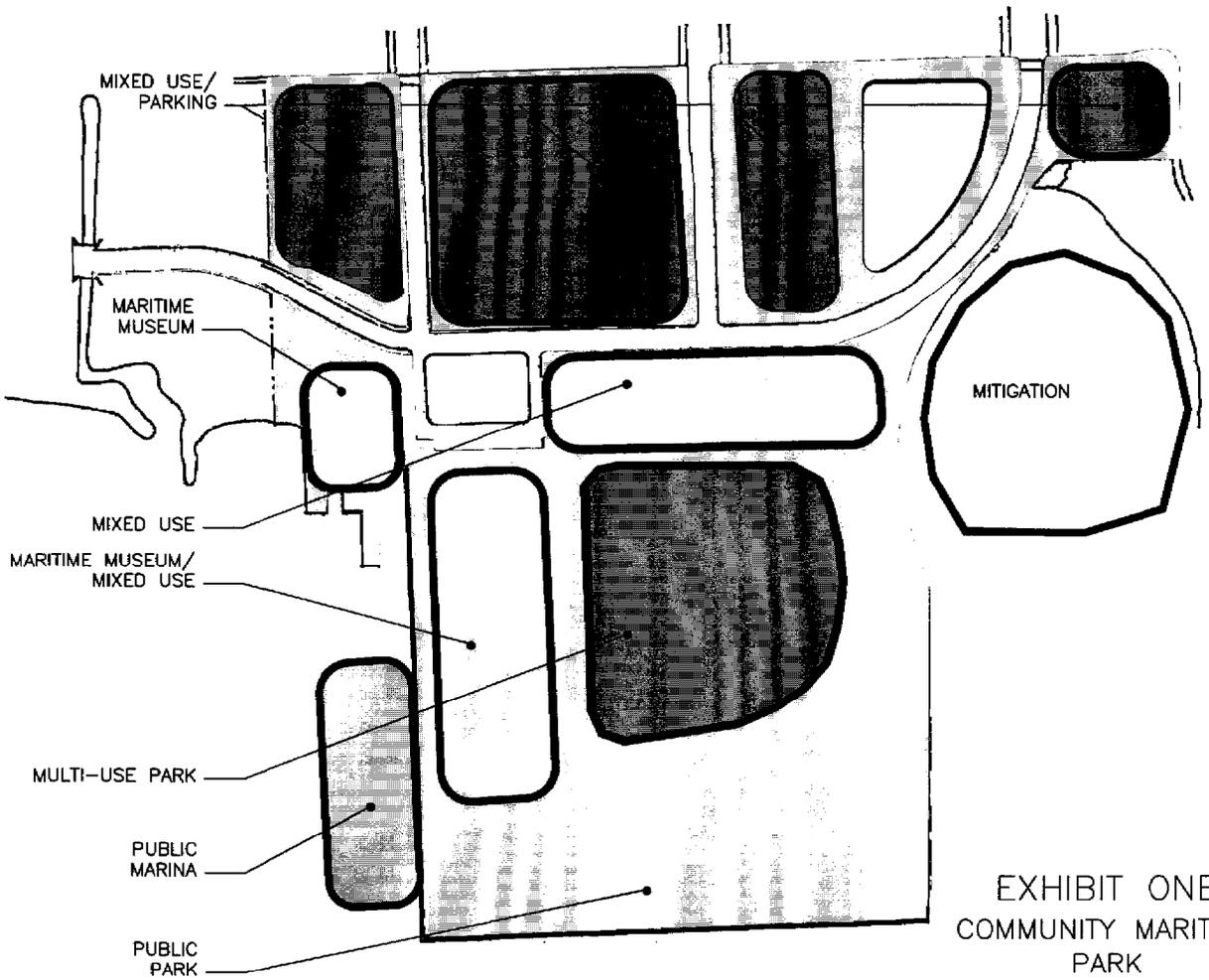


EXHIBIT ONE
COMMUNITY MARITIME
PARK
OCT 20, 2005

**DRAFT
COMMUNITY MARITIME PARK
SUMMARY OF CAPITAL BUDGET FOR PUBLIC STRUCTURES
Revised Estimates in Wake of Katrina
10/19/05**

Allocation of Hard & Soft Costs by Major Project Component

Sitework & Park	\$15,507,000
Parking	\$1,071,000
Conference Center & UWF	\$7,712,000
Community Multi-Use Park	<u>\$15,710,000</u>
Total	\$40,000,000

DRAFT
COMMUNITY MARITIME PARK
SUMMARY OF CAPITAL BUDGET FOR PUBLIC STRUCTURES
10/19/05

	Estimates as Originally Presented in Proposal			Revised Estimates in Wake of Katrina (2) If Costs Rise 12.5%			
	Fully Developed Plan	Proposed Phase One Design	Subsequent Phases see note (1)	Fully Developed Plan	Orig Proposed Phase One Design	Proposed Adjusted Phase One Design	Subsequent Phases see note (1)
SITE DEVELOPMENT COSTS							
SITWORK (3)	\$10,231,836	\$10,231,836		\$11,510,816	\$11,510,816	\$9,208,652	\$2,302,163
WEST SIDE BREAKWATER (500/250 ft.)	\$1,200,000	\$1,200,000		\$1,350,000	\$1,350,000		\$1,350,000
WEST SIDE MARINA	\$750,000	\$600,000	\$250,000	\$843,750	\$562,500		\$843,750
WEST SIDE BULKHEAD AND FILL	\$2,300,000	\$2,300,000		\$2,587,500	\$2,587,500	\$2,587,500	\$0
SOUTHWEST GARDENS	\$200,000		\$200,000	\$225,000	\$0	\$0	\$225,000
ADDITIONAL MITIGATION	\$150,000	\$150,000		\$168,750	\$168,750	\$168,750	\$0
UNDERGROUND POWER	\$2,000,000	\$2,000,000		\$2,250,000	\$2,250,000	\$2,250,000	\$0
SUB-TOTAL	\$16,831,836	\$16,381,836	\$450,000	\$18,935,816	\$18,429,566	\$14,214,902	\$4,720,913
SITE STRUCTURES							
Park Trellis 30	\$672,750	\$672,750		\$756,844	\$756,844		\$756,844
Gazebo 24	\$160,875	\$0	\$160,875	\$180,984	\$0	\$0	\$180,984
Gazebo 25	\$137,500	\$0	\$137,500	\$154,688	\$0	\$0	\$154,688
Picnic Shelter 26	\$30,250	\$0	\$30,250	\$34,031	\$0	\$0	\$34,031
Picnic Shelter 27	\$30,250	\$0	\$30,250	\$34,031	\$0	\$0	\$34,031
Picnic Shelter 28	\$30,250	\$0	\$30,250	\$34,031	\$0	\$0	\$34,031
Picnic Shelter 29	\$30,250	\$0	\$30,250	\$34,031	\$0	\$0	\$34,031
Picnic Shelter 31	\$30,250	\$0	\$30,250	\$34,031	\$0	\$0	\$34,031
Lighthouse 23	\$1,531,250	\$0	\$1,531,250	\$1,722,656	\$0	\$0	\$1,722,656
SUB-TOTAL	\$2,653,625	\$672,750	\$1,980,875	\$2,985,328	\$756,844	\$0	\$2,985,328
BUILDINGS							
PARKING DECK (400)	\$4,400,000	\$0	\$4,400,000	\$4,950,000	\$0	\$0	\$4,950,000
PARKING DECK (200)	\$2,200,000	\$0	\$2,200,000	\$2,475,000	\$0	\$0	\$2,475,000
SURFACE PARKING \$1.500/car (500)		\$750,000	-\$750,000	\$0	\$843,750	\$843,750	\$0
UWF (4)	\$4,500,000	\$4,500,000		\$5,062,500	\$5,062,500	\$2,700,000	
CONFERENCE CENTER (5)	\$4,500,000	\$4,500,000		\$5,062,500	\$5,062,500	\$3,375,000	
COMMUNITY PARK	\$11,000,000	\$11,000,000		\$12,375,000	\$12,375,000	\$12,375,000	\$0
SUB-TOTAL	\$26,600,000	\$20,750,000	\$5,850,000	\$29,925,000	\$23,343,750	\$19,293,750	\$7,425,000
TOTAL HARD COSTS	\$46,085,461	\$37,804,586	\$8,280,875	\$51,846,144	\$42,530,159	\$33,508,652	\$15,131,241
SOFT COST							
Testing, Permits, Impact Costs, Gov. Fees et. Al							
City County Waived (MUST HAVE FIRM COMMITMENT)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Development CM Pre Construction Services	\$150,000	\$150,000		\$150,000	\$150,000	\$150,000	\$50,000
Owners Contingency (6)	\$4,608,546	\$850,000	\$3,758,546	\$5,408,774	\$4,436,898	\$3,495,742	\$1,578,545
A/E Fees	\$3,225,982	\$2,646,321	\$579,661	\$3,629,230	\$2,977,111	\$2,345,606	\$1,059,187
Proj Admin, Prof Fees, & Miscellaneous Soft Costs (7)	\$1,152,137	\$549,093	\$603,044	\$3,000,000	\$3,000,000	\$2,500,000	\$1,059,187
SUB-TOTAL	\$9,136,665	\$4,195,414	\$4,941,251	\$12,188,004	\$10,564,009	\$8,491,348	\$3,746,919
State Grant	-\$2,000,000	-\$2,000,000		-\$2,000,000	-\$2,000,000	-\$2,000,000	
GRAND TOTAL	\$53,222,126	\$40,000,000	\$13,222,126	\$62,034,148	\$51,094,168	\$40,000,000	\$18,878,160

DRAFT
COMMUNITY MARITIME PARK
SUMMARY OF CAPITAL BUDGET FOR PUBLIC STRUCTURES
Revised Estimates in Wake of Katrina
10/19/05

	Proposed Adjusted Phase One Design	Subsequent Phases see note (1)
SITE DEVELOPMENT COSTS		
SITework	\$9,208,652	\$2,302,163
WEST SIDE BREAKWATER (500/250 ft.)		\$1,350,000
WEST SIDE MARINA		\$843,750
WEST SIDE BULKHEAD AND FILL	\$2,587,500	\$0
SOUTHWEST GARDENS	\$0	\$225,000
ADDITIONAL MITIGATION	\$168,750	\$0
UNDERGROUND POWER	\$2,250,000	\$0
SUB-TOTAL	\$14,214,902	\$4,720,913
SITE STRUCTURES		
Park Trellis 30		\$756,844
Gazebo 24	\$0	\$180,984
Gazebo 25	\$0	\$154,688
Picnic Shelter 26	\$0	\$34,031
Picnic Shelter 27	\$0	\$34,031
Picnic Shelter 28	\$0	\$34,031
Picnic Shelter 29	\$0	\$34,031
Picnic Shelter 31	\$0	\$34,031
Lighthouse 23	\$0	\$1,722,656
SUB-TOTAL	\$0	\$2,985,328
BUILDINGS		
PARKING DECK (400)	\$0	\$4,950,000
PARKING DECK (200)	\$0	\$2,475,000
SURFACE PARKING \$1,500/car (500)	\$843,750	\$0
UWF	\$2,700,000	
CONFERENCE CENTER	\$3,375,000	
COMMUNITY PARK	\$12,375,000	\$0
SUB-TOTAL	\$19,293,750	\$7,425,000
TOTAL HARD COSTS	\$33,508,652	\$15,131,241
SOFT COST		
Testing, Permits, Impact Costs, Gov. Fees et. Al		
City County Waived (MUST HAVE FIRM COMMITMENT)	\$0	\$0
Development CM Pre Construction Services	\$150,000	\$50,000
Owners Contingency	\$3,495,742	\$1,578,545
A/E Fees	\$2,345,606	\$1,059,187
Proj Admin, Prof Fees, & Miscelaneous Soft Costs	\$2,500,000	\$1,059,187
SUB-TOTAL	\$8,491,348	\$3,746,919
State Grant	-\$2,000,000	
GRAND TOTAL	\$40,000,000	\$18,878,160

**DRAFT
COMMUNITY MARITIME PARK
SUMMARY OF CAPITAL BUDGET FOR PUBLIC STRUCTURES
10/19/05**

NOTES

- (1) Funding for subsequent phases is not intended to be from City or CRA funds.
It is intended that these funds come from additional public funds outside City and CRA, grants and private funding
- (2) Revised estimates based on estimated increase in construction costs post-Katrina plus other refinements
- (3) Sitework Cost includes the following:
12,975 SF of Pavers
148,000 SF of Concrete Walks
Landscaping Budget of \$1,093,000 (\$200,000 is Mitigation Cost)
Irrigation Budget Of \$437,600
Slurry Wall by State of Florida

Proposed Adjusted Phase One Design also assumes
Committed public funds pay 80% of Sitework, with the rest allocated to Private Development

		Orig Estimates	Revised Estimates
(4) UWF Classroom Space @	\$150 pre-Katrina	22,500 sf	16,000 sf
(5) Conference Center @	\$200 pre-Katrina	22,500 sf	15,000 sf
Note Conference Center and UWF total less than original cost estimate, based on refined understanding of potential program character, level of required finish			

- (6) Revised Post-Katrina Estimates assume Owner's Contingency for Proposed Adjusted Phase One Design @ 10.4%
- Revised Post-Katrina Estimates assume Owner's Contingency for Original Proposed Phase One Design and Subsequent Pha: 10.4%
- (7) Revised Post-Katrina Estimates assume Increased Proj Admin, Prof Fees,
& Miscellaneous Expenses to level more realistic for project of this complexity

Proj Admin, Prof Fees, and Miscellaneous Expenses increased to mor realistic level for project of this complexity
Proj Admin, Prof Fees, and Miscellaneous Expenses - % of Hard for Subsequent Phases 7.00%
May be less to extent subsequent phases can be integrated with and done in same time frame as Adjusted Phase One Design

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COMMUNITY MARITIME PARK
Preliminary Public Operations Budget
10/19/2005

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
	0	1	2	3	4	5	6	7	8	9	10
Operating Cash Flows											
<i>Income</i>											
Community Park		\$175,000	\$180,250	\$185,658	\$191,227	\$196,964	\$202,873	\$208,959	\$215,228	\$221,685	\$228,335
Naming Rights		\$75,000	\$77,250	\$79,568	\$81,955	\$84,413	\$86,946	\$89,554	\$92,241	\$95,008	\$97,858
Event Revenues		\$50,000	\$51,500	\$53,045	\$54,636	\$56,275	\$57,964	\$59,703	\$61,494	\$63,339	\$65,239
Conf. Center		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
UWF Rental		\$268,000	\$276,040	\$284,321	\$292,851	\$301,636	\$310,685	\$320,006	\$329,606	\$339,494	\$349,679
Parking		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pelican Charitable Contributions - Guaranteed		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Est. Pelican Charitable Contributions - Beyond 5 Years							\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Total Revenues (before Studer annual contribution)		\$818,000	\$835,040	\$852,591	\$870,669	\$889,289	\$908,468	\$928,222	\$948,568	\$969,525	\$991,111
<i>Expenses (Increasing 3% annually)</i>											
Insurance*-P&C and liability		\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	\$40,575	\$41,792	\$43,046	\$44,337	\$45,667
Yard, Maintenance and Cleaning-Labor		\$130,579	\$134,496	\$138,531	\$142,687	\$146,968	\$151,377	\$155,918	\$160,596	\$165,414	\$170,376
Yard, Maintenance and Cleaning-Supplies		\$46,980	\$48,389	\$49,841	\$51,336	\$52,876	\$54,463	\$56,097	\$57,779	\$59,513	\$61,298
Yard, Maintenance and Cleaning-R&M Equipment		\$24,360	\$25,091	\$25,844	\$26,619	\$27,417	\$28,240	\$29,087	\$29,960	\$30,859	\$31,784
Utilities		\$67,200	\$69,216	\$71,292	\$73,431	\$75,634	\$77,900	\$80,240	\$82,648	\$85,127	\$87,681
Reserve and Replacement Acct.	3.50%	\$28,630	\$29,489	\$30,374	\$31,285	\$32,223	\$33,190	\$34,186	\$35,211	\$36,268	\$37,356
Professional Fees		\$50,000	\$51,500	\$53,045	\$54,636	\$56,275	\$57,964	\$59,703	\$61,494	\$63,339	\$65,239
Management/Administration		\$100,000	\$103,000	\$106,090	\$109,273	\$112,551	\$115,927	\$119,405	\$122,987	\$126,677	\$130,477
Amount Donated to Charity**		\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Total Expenses		\$732,749	\$747,231	\$762,148	\$777,513	\$793,338	\$809,638	\$826,428	\$843,720	\$861,532	\$879,878
Net Income		\$85,251	\$87,809	\$90,443	\$93,156	\$95,951	\$98,829	\$101,794	\$104,848	\$107,993	\$111,233

Notes:

To extent Net Income is insufficient or an operating reserve is required, it can be supplemented by transaction fees, share of land lease and/or CAM payments from private development under terms to be negotiate
*Multi-purpose park paid by tenant

** Charitable donations are contingent upon CMPA having met its operating and reserve needs

Assumes UWF @

Square Feet Leased 16,000

Triple Net Lease Rate 16.75

Escalates annually @ 3.0%

Assumes any parking revenue offset by allocated parking operating expenses

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CMPA Development Capacity / Productivity Analysis Summary
10/19/2005

	Phase I Without Hotel - Minimum Program		Phase I Without Hotel Preliminary Estimate of Likely Program		Moderate Build-Out With Hotel		Max Build- Out With Hotel - Deck Parking	
	Units	Gross SF	Units	Gross SF	Units	Gross SF	Units	Gross SF
Est. Land Available for Development Excluding Park & Roads (acres)	8.4		8.4		8.4		8.4	
Program	Units	Gross SF	Units	Gross SF	Units	Gross SF	Units	Gross SF
Community Multi-Use Facility	3,500		3,500		3,500		3,500	
Conference Center		15,000		15,000		15,000		15,000
UWF		16,000		16,000		16,000		16,000
Marina	-		-		64		64	
Maritime Museum		50,000		50,000		70,000		70,000
Office		40,000		52,500		60,000		118,000
Retail		2,000		3,000		5,000		15,000
Restaurant		10,000		11,000		15,000		30,000
Residential	30	42,000	45	63,000	67	93,800	200	280,000
Hotel	-	-	-	-	100	55,000	200	110,000
Subtotal Priv Office/M-U		94,000		129,500		228,800		553,000
Subtotal Priv Office/M-U & Mar Museum		144,000		179,500		298,800		623,000
Total All Public & Private Uses		175,000		210,500		329,800		654,000
Parking (1)								
Surface		381		454		691		210
Structured		-		-		-		1,091
Total		381		454		691		1,301
Surplus Building Pad SF left to develop		128,000		97,000		-		-
% Above(Below) DRI Threshold (2)		-56%		-53%		-32%		-1%
Development Cost - Priv Office/M-U, Museum (3)		\$31,800,000		\$39,020,000		\$64,300,000		\$130,270,000
Anticipated Build-Out Time-Frame (from completion of 1st phase thru last phase)		0		0		2 - 5		6 - 8
Financial Implications								
Payments if Developed Now (4)								
Indicated Net Supportable Land Value (5)		\$900,000		\$1,650,000		\$1,740,000		(\$5,810,000)
Annual Land Lease Paymts (6)		\$77,000		\$140,000		\$148,000		(\$494,000)
Annual TIF Revenues (7)		\$244,000		\$341,000		\$569,000		\$1,435,000
Total Annual Payments Avail to City/CRA		\$321,000		\$481,000		\$717,000		\$941,000
Annual County Schl Bd Taxes		\$148,000		\$207,000		\$346,000		\$874,000

Above estimates are for illustrative purposes and do not represent appraised values

- (1) CMPA parking requirement based on estimated shared parking demand = approx 85% parking required by LDR as adjusted below
Adjusted LDR parking requirement based on current LDR plus following assumptions:
Community Multi-Use Park parking requirement satisfied off-site
On-Street parking within project site used to satisfy portion of parking requirement 100 spaces
Residential parking requirement at 1.5 per unit
- (2) DRI calculations based on relevant statutes and preliminary interpretations from WFI Regional Planning and FL DCA
- (3) Estimated hard and soft costs
- (4) This estimated supportable land value applies to extent indicated program can be developed now, rather than in phases over time;
annual lease and TIF, School Bd payments are in estimated \$2009 for full program
- (5) After subtracting net cost of parking, allocated site improvements, transaction fees
- (6) Land Lease @ 8.5% of net supportable land value
- (7) Estimated AV's conservatively estimated at estimated construction cost for all uses other than residential
Estimated AV for residential assumes condominiums@ 90% of estimated sales price less Homestead exemption