TWENTY-THIRD AMENDMENT TO THE REVISED INTERLOCAL AGREEMENT BETWEEN WAKE COUNTY AND THE CITY OF RALEIGH RELATING TO COUNTYWIDE ROOM OCCUPANCY AND PREPARED FOOD AND BEVERAGE TAX REVENUES

WITNESSETH:

WHEREAS, the County has levied room occupancy and prepared food and beverage taxes as allowed by law; and

WHEREAS, the County and the City entered into an agreement entitled "Revised Interlocal Agreement Between Wake County and the City of Raleigh Regarding use of Countywide Room Occupancy and Prepared Food and Beverage Taxes" dated September 5, 1995 (the "Revised Agreement") setting out the projects to receive funding from these taxes; and

WHEREAS, the County and the City have amended the Revised Agreement from time to time for the purposes, among others, of authorizing funding for construction of the Raleigh Convention Center, to create the Greater Raleigh Convention and Visitor's Bureau Business Development Fund, to provide the Centennial Authority a continuing revenue source for capital improvements to the PNC Arena, and to establish a process for the monitoring, review and update of all projects funded in whole or in part through the Revised Agreement as amended from time to time; and

WHEREAS, the City of Raleigh and Wake County have worked with community partners to review and recommend increased revenue modeling and recovery scenarios and further modified expenditure plans to reflect the increase in the revenue outlook with the reduction of negative impacts associated with the COVID-19 pandemic; and

WHEREAS, the goals of the 23rd amendment process include:

- Review operating principles for alignment with community goals and values
- Maintain fiscally responsible planning
- Consider new long term financial commitments
- Maximize cash position
- Address cost increases associated with capital projects
- Support existing large, regional facilities
- Enhance PNC Arena
- Incentivize downtown hotel to support the Convention Center complex
- Expand Convention Center and relocate Amphitheater
- Seek opportunities for smaller scale investment with impact

- Advance indoor sports facility in Cary and
- Support smaller projects

WHEREAS, the Wake County Board of County Commissioners approved the funding commitments set forth in this Amendment on August 21, 2023 and the Raleigh City Council approved the funding commitments set forth in this Amendment August 15, 2023.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the County and the City agree to this Twenty-Third Amendment to the Revised Agreement as stated in the body of this Amendment.

- 1. ATTACHMENTS. Integral to understanding this Amendment and incorporated by reference into this Amendment are financial models that reflect the impact of assumptions and projections. These financial models are intended to demonstrate that distributions and appropriations authorized by the Revised Agreement, as amended, are based upon assumptions at the time of the review. Both exhibits will be updated at least twice a year by the City and County for actual results upon completion of fiscal year audits and for annual operating budgets.
 - 1.1 Attachment A titled Wake County Major Facilities Cash Flow Model ("Attachment A") as of July 2023 projects total revenues for food and beverage and occupancy tax revenues and estimated distributions categorized into the following sections:

Section 1 – Administration, Holdbacks, and Debt Service, and

Section 2 – 85% Distribution to City of Raleigh; and

Section 3 -- 15% Distribution for Specific Projects

- 1.2 Attachment B titled City of Raleigh Convention Center Complex Financing Plan ("Attachment B") as of July 2023 projects anticipated expenditures from the 85% Distribution from Attachment A,
- 2. Revenue Projections, which utilize FY2022 actuals and projected FY2023 revenues, in Attachment A establish:
 - 2.1 Occupancy Tax (Row R1) revenue growth assumptions at: 4% in FY2024; 3% in FY2025 FY2033; 2.5% in FY2034 FY2038; and 2% thereafter
 - 2.2 Prepared Food and Beverage Tax (Row R2) revenue growth assumptions at 5% in FY2024; 4% in FY2025 FY2033; and 3.5% in FY2034 FY2038; and 3% thereafter and
 - 2.3 All revenue assumptions will be revised annually through agreement by the County Manager and City Manager for consideration in the next fiscal year budget based on current fiscal and economic conditions.
- 3. The Administration and Collections, Attachment A (Rows 1a and 1b) provided to Wake County is fixed at \$1,400,000, or an amount not to exceed 3.0% of total collections, whichever is less.

- 4. a. Continuing in FY24, a maximum of \$9,000,000 will continue and shall be allocated annually to support capital enhancements, debt service, and operations at PNC Arena (Row 1k) for a period set to end in FY2029.
- b. Beginning in FY2025, a fixed allocation will be dedicated to enhancements to PNC Arena. The funding agreement modeled a series of construction draw programs which will begin in FY2025. The amount of financing modeled will support approximately \$300,000,000 of debt financing for a period of 25 years, which reflects the financial commitment required for the PNC Arena Enhancement project and its lease extension agreement with Gale Force. The fixed amounts are as follows: FY2025 \$917,000, FY2026 \$3,250,000, FY2027 \$8,933,000, FY2028 \$13,600,000 and beginning in FY2029 and continuing until FY2051 an amount not to exceed \$21,300,000 per year and in years FY2052 to FY2053 an amount not to exceed \$14,200,000. The end dates of FY2051 and FY2053 are specific to the two (2) construction draw periods and run for 25 years.

If debt financing is achieved at an interest rate or the structure of the financing enables the Centennial Authority to leverage more than the modeled amount of \$300,000,000 based on the payments described herein, the fixed amount noted above continues in full and for the length of time noted.

- c. The conditions of receiving and utilizing the funding described in this section shall be included in an amendment to the existing tri-party agreement between the Centennial Authority, the City of Raleigh and Wake County (the "Tri-Party Agreement"), negotiated to be mutually acceptable to the governing boards of the City, the County, and the Centennial Authority. No distributions shall be authorized or made until the amendment to the Tri-Party Agreement has been authorized by the respective governing boards of the parties and the agreement has been properly executed. Before a Tri-Party Agreement is executed, the Centennial Authority will present 1) a proposed funding plan for the Arena Enhancement Project setting forth the scope of the building improvements contemplated and 2) all lease agreements, inclusive of amendments for PNC Arena. If the parties do not agree to the terms of the amendment to the Tri-Party Agreement, the governing authorities of the City and County will reassess the terms of the allocation set forth in Section 4 (a) and (b). Following execution of the amendment to the Tri-Party Agreement, but as a requirement that will be stated within the amendment, the Centennial Authority will subsequently present to the City and the County a separate funding plan and development plan for ancillary development contemplated around PNC Arena. Phase 1 of such plans shall be submitted no later than December 31, 2025, which date maybe extended at the discretion of the City Manager and County Manager.
- 5. The Town of Cary Indoor Sports Facility funding allocation of \$2,360,000 (Attachment A Row 11 and 11a) will be increased to an annual amount of \$5,350,000 which is modeled to leverage approximately \$75,000,000 of debt financing for 25-years. The project will utilize fund balance which has accrued in Wake County's hospitality tax fund balance for the years FY2022 and FY2023. The fund balance totals \$4,720,000. The commitment to support the project will begin in FY2026 which will include the fund balance appropriation of \$4,720,000 plus an additional allocation of \$630,000 which totals \$5,350,000. The annual amount of funding \$5,350,000 will continue and is scheduled to end in FY2051. Wake County shall enter a funding agreement with the Town of Cary establishing payment terms and reporting requirements for this

funding to support an Indoor Sports facility meeting the scope of project requirements as defined in Wake County RFP 19-087 Request for Proposals for Multipurpose Indoor Sports Complex Section 4.2.

- 6. Attachment B reflects the 85% distribution from Attachment A, Section 2 to provide funding for financing and other elements of the Raleigh Convention Center Complex Financing Plan model.
- 7. The Business Development Fund ("BDF"), Attachment B (Column L) for the Raleigh Convention Center, administered by the Greater Raleigh Convention and Visitor's Bureau ("GRCVB"), is allocated a funding level of \$600,000 per year in FY2024 and FY2025, \$300,000 in FY2026 and the last allocation of \$200,000 in FY2027. The GRCVB will continue to operate the BDF program under current framework and guidelines and the funding will be included in the annual operating budget of the GRCVB, which is approved annually by the Raleigh City Council and the Wake County Board of Commissioners.
- 8. The Raleigh Convention Center Capital Maintenance Plan shown in Attachment B, (Column M) continues at the percentage established in the 18th Amendment and funds approximately 95% of the Updated CBRE/Heery Facilities Assessment. The amount is \$3,200,000 from FY2024 to FY2045.
- 9. The Performing Arts Center Capital Maintenance Plan shown in Attachment B, (Column N) is funded at \$1,000,000 annually beginning from FY2024 to FY2045 to fund approximately 50% of the Updated Martin Marietta Center for the Performing Arts CBRE/Heery Facilities Assessment.
- 10. Beginning in FY2025, a not to exceed amount of \$75,000,000 has been modeled to leverage an investment of not to exceed \$6,020,000 annually for a period of 20-years shown in Attachment B (Column H) to support parking facilities and / or related infrastructure (which may include conference space) necessary to attract a headquarters hotel which is required to support the planned expansion of the Convention Center, as outlined in the Destination Strategic Plan. Consistent with this section, the Raleigh City Manager shall establish the schedule for the payment of the funds approved for the Convention Center and obtain final approval of the schedule by the Raleigh City Council.
- 11. To support the expansion of the Convention Center a series of construction draw programs were modeled which will begin in FY2025. The amount of financing modeled will support:
 - 11.1 A relocation of the Amphitheater (Attachment B Column F) with a contribution of \$32,500,000 for a 20-year financing period that begins in FY2025; The amount is \$298,000 in FY2025 and \$1,056,000 in FY2026 and continues at an amount of \$2,610,000 beginning in FY2027 and continuing until FY2046; and
 - 11.2 An expansion of the existing Convention Center (Attachment B Column G) with a contribution of \$355,000,000 for a 30-year financing period that could begin as early as FY2026. The amount is \$1,146,000 in FY2026 and \$4,063,000 in FY2027, \$10,238,000 in FY2028 and \$15,605,000 in FY2029 and continues at an amount of \$23,090,000 beginning in FY2030 and continuing until FY2059;

- 11.3 If debt financing is achieved at an interest rate or the structure of the financing that enables the City of Raleigh to leverage more than the modeled amount of \$32,500,000 and \$355,000,000 based on the payments described herein, the fixed payment amount continues in full and for the length of time noted above.
- 11.4 An allocation from Section 3 of the Wake County Major Facilities Cash Flow Model to Section 2 the Convention Center Financing Plan Model will occur in FY2028 for \$2,000,000 and FY2029 for \$1,500,000 should funding be required to ensure the Convention Center model maintains 1x debt service in fund balance. Should fund balance goals be met, the funding transfer will automatically cancel. In the event that the transfer occurs for one or both years, reimbursement should be made to Section 3 of the Cash Flow Model when revenues become available based upon the future approval of the Raleigh City Council and Wake County Board of Commissioners, which shall be set forth in an additional amendment to the ILA.
- 11.5 The final terms for allocations to the City within this section will be the responsibility of the Raleigh City Manager with final approval by the Raleigh City Council.
- 12. The Town of Cary shall receive \$4,000,000 in FY2024 to restore funding allocation reduced in the 22nd amendment to support the maintenance needs of the existing Cary Tennis Center, USA Baseball and the WakeMed Soccer Park to fund approximately 75% of the needs identified in the 2018 Venue Solutions Capital Maintenance Plan for the Cary Sports Facilities (Attachment A Row 3a). The allocation will continue at \$3,000,000 beginning in FY2025. Wake County shall enter a funding agreement with the Town of Cary establishing payment terms and reporting requirements for this funding.
- 13. Section 3 of the Wake County Major Cash Flow Facilities model
 - 13.1 Small Project funding of \$2,000,000 (Attachment A Row 3b) will continue annually subject to approval and allocation of funding for this purpose; and
 - 13.2 Funding is set aside for a total of \$15,500,000 over four years beginning in FY2024 and continuing until FY2027. Funding is set aside at \$5,000,000 in FY2024, \$4,250,000 in FY2025, \$3,500,000 in FY2026 and the final allocation of \$2,750,000 in FY2027.

 17.2.1 The Raleigh City Manager and the Wake County Manager shall jointly determine if this funding will be combined with the Small Project Funding, over the same timeframe. If so, the funding shall total \$23,500,000. The funding will support a competitive project process and the process will be held late 2025. The process for selecting the recipients of the award(s) of the \$15,500,000 shall include staff from Wake County and the City of Raleigh and all award(s) are subject to joint approval of the Wake County Board of Commissioners and the Raleigh City Council.
- 14. The next review of the Wake County Major Facilities Cash Flow Model, and Convention Center Financing Plan Model, will occur no later than June 30, 2026, and will be a public process involving all appropriate parties led by the Raleigh City Manager and the Wake County Manager.

The review shall include an evaluation of operating and capital maintenance requirements for new/expanded facilities.

15. All other terms of the September 5, 1995 Revised Agreement, as amended from time to time, including existing funding commitments not altered by this Amendment, shall remain in the same force and effect.

[Signature pages follow this page]

IN WITNESS WHEREOF, this Amendment is executed the day and year first above written pursuant to resolutions adopted by the governing boards of the County and the City.

CITY OF RALEIGH

COUNTY OF WAKE

Mayor

Shinica Thomas

Chair

Attest:

Attest:

Approved as to Form:

Approved as to Form:

Senior Deputy City Attorney

County Attorney, senior Deput



COUNTY	7707	5707	5053	4707			i										•	•		i				1
	Actuals	Adopted	Proj	Proj	Proj	Proj	Proj	Proj	Proj	Proj	Proj P	Proj P	Proj P	Proj Pr	Proj Proj	oj Proj	j Proj	Proj	Proj	Proj	Proj	Proj	Proj	Proj
Economic Growth Assumptions Poccapany Tax Poccapan and Roweran Tax	85.18%	5.00%	26.75%	4.00%	3.00%	3.00%	3.00%	3.00%	3.00% 3	3.00% 3	3.00% 3(4.00% 4.)	3.00% 3.0	3.00% 2.1	2.50% 2.5l 3.50% 3.5l	2.50% 2.50% 3.50% 3.50%	3% 2.50% 3% 3.50%	% 2.50% % 3.50%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
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Occupancy Taxes Food and Beverage Taxes Subtotal: Total Taxed Collected	29,101 37,950 66,833	29,068 37,485 66,553	36,885 43,541 80,426	38,361 45,718 84,079	39,511 47,547 87,058	40,697 49,449 90,145	41,918 51,427 93,344	43,175 53,484 96,659 1	44,470 55,623 100,093	45,805 57,848 103,652	47,179 4 60,162 6 107,341 11	48,594 51 62,568 61 111,162 111	50,052 5. 65,071 6. 115,123 111	51,303 52, 67,348 69, 118,652 122,	52,586 53, 69,706 72, 122,291 126 ,	53,900 55,248 72,145 74,670 126,046 129,918	248 56,629 570 77,284 318 133,913	29 57,762 84 79,989 13 137,751	2 58,917 9 82,389 1 141,306	60,095 84,860 144,956	61,297 87,406 148,703	62,523 90,028 152,551	63,774 92,729 156,503	65,049 95,511 160,560
Total Sources	66,833	66,553	80,426	84,079	87,058	90,145	93,344	96,659 1	100,093 1	103,652 10	107,341 11	111,162 11	115,123 11	118,652 122,	122,291 126,046	046 129,918	13,913	13 137,751	1 141,306	144,956	148,703	152,551	156,503	160,560
Section 1 - Administration , Holdbacks, and Debt Service																								
Administration and Collection Occupancy Taxes Administration and Collection	650	650	650	650	650	650	650	650	650	650	650		650	650	650				0 650	650	650	650	650	65
Food and Beverage Taxes Administration and Collection	750	750	750	1 400	1 400	1 400	1 400	1 400	1 400	1.400	750	750	750	750	-	750 7	750 750	50 750	-	-	1,400	1,400	1,400	1,400
City of Balanch Holdhack	680	680	680	680	680	680	680	680	680	680	680		680	ancastania m	National Park						680	989	089	989
Greater Raleigh Convention & Visitors Bureau	7,360	7,352	9,306	9,675	9,963	10,259	10,564	10,879	11,202	11,536		-		13			14		-	15	47	15,716	16,028	16,347
Town of Cary Hold Harmless	1,423	1,421	1,812	1,886	1,943	2,002	2,063	2,126	2,191	2,258												3,094	3,156	3,220
Centennial Authority	3,981	3,947	4,754	4,978	5,163	5,354	5,552	5,758	5,971	6,192												9,264	9,514	9,77
City of Raleigh	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	000,1	000,1	000,1	000,1	000,1	000.1	000,1	000,1	1,000	000,1	000,1	000,1	000'1	000,1	000,	000,1
Wake County PNC Can Operating Debt Service	000'1	1,000	000,1	9,000	000'6	000'6	000'6	000'6	000.6	000											200	9	9	-
Indoor Sports Facility	2,360	2,360	2,360				2,360	2,360		2,360												2,360	2,360	2,36
Additional funding for Indoor Sports Facility (Total \$5,35M*25 years) ~ \$75M PNC Enhancement Funds (For 25 years ~\$300M)					917	630 3,250	8,933	2,990	2,990	21,300	21,300 2	2,990 2	21,300 2	2,990 2, 21,300 21,	2,990 2, 21,300 21,	2,990 2,990 21,300 21,300	390 2.990 300 21,300	90 2,990 00 21,300	0 2,990 0 21,300	2,990.	21,300	2,990	21,300	2,990
Subtotal: Holdbacks and Debt Service	26,804	26,759	29,911	28,219	29,665	33,175	44,143	49,393	57,694	49,316	49,957 5	50,620 5	51,304 5	51,900 52,	52,512 53,	53,142 53,789	789 54,454	54 55,039	9 55,610	56,194	56,792	57,403	58,029	58,668
Subtotal: Admin, Holdbacks, and Debt Service	28,204	28,159	31,311	29,619	31,065	34,575	45,543	50,793	59,094	50,716	51,357 5	52,020 5	52,704 5:	53,300 53,	53,912 54,	54,542 55,189	189 55,854	54 56,439	9 57,010	57,594	58,192	58,803	59,429	890,09
Section 2 - 85% Projects: Raleigh Convention Center Complex	9	200	40 446	4 40	9	65 570	47 900	45.866	000	52 037	44 983	50 143	62 419	65 357 68	68 379 71	74 504 74 729	920 82 66	59 81 312	20 84 296	87.361	90.511	93 748	97 074	100 492
Amount for Distribution (Tax Subtotal - Section 1)	30,040	90,00	784			00,00	200,14	7000	20,000					3								85%	85%	85%
Percent Allocated to Kaleign Convention Center	33 021	32 635	41 748	46		47 235	40 631	38 986	34.849					58	9	63	99	69	7	74	9/	79,686	82,513	85,41
Subtotal: Payments to Raleigh Convention Center	33,021	32,635	41,748	46,291	47,594	47,235	40,631	38,986	34,849	44,996	47,586 5	50,271 5	53,056 5	55,549 58,	58,122 60,	60,778 63,520	520 66,350	50 69,115	5 71,651	74,257	76,935	79,686	82,513	85,418
Section 3 - 15% Projects: Other Joint Projects and Agreements																								
Cary Sports Facilities	3,000	3,000	3,000		3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3000										
Competitive Projects - Small Additional funds for competitive projects	2,000	2,000	2,000	2,000	2,000	3,500	2,000	2,000	2,000	2,000			2,000		2000	2000 2	2000 20	2000	2000	2000	2000	2000	2000	2000
Contribution to Section 2								2,000	1,500															
Subtotal: 15% Projects / Other Agreements	2,000	2,000	2,000	11,000	9,250	8,500	7,750	7,000	6,500	5,000	2,000	2,000	5,000	5,000 2,	2,000 5,	5,000 5,0	2,000 5,000	000 2,000	000'5 0	5,000	2,000	2,000	2,000	5,000
Total Uses	66,224	65,794	78,059	86,910	87,909	90,310	93,924	1 62779	100,444 1	100,712 1		107,291 11	110,760 11:	113,849 114,	114,035 120,320	12	12	130,554	4 133,661	136,851	140,126	143,489	146,942	150,486
Total Uses Over (or Under) Total Sources	809	759	2,367	(2,831)	安装	(164)	(280)	(120)	(350)	2,941	3,397	3,871	4,363	4,803 8,	8,257 5,	5,726 6,2	6,209 6,709	7,197	7 7,644	8,104	8,577	9,062	9,561	10,074
Section 4: Fund Balance																								
Beginning Fund Balance	5,865	5,939	6,473	8,840	600'9	5,158	4,994	4,414	4,294	3,944	6,884	10,282 1	14,153	18,516 23		31,576 37,301	301 43,510	10 50,219	57,416	65,060	73,165	81,741	90,804	100,365
Available in Uncomitted Funds	809	759	2,367	- 0000			1 (009)	1 007	- (090)	2,941					8,257 5,							3,062	190'8	10,01
Use of Uncommitted Funds Ending Fund Balance	6,473	669'9	8,840	6,009	5,158	4,994	4,414	4,294	3,944	6,884	10,282 1	14,153 1	18,516 2.	23,319 31	31,576 37,	37,301 43,510	510 50,219	19 57,416	6 65,060	73,165	81,741	90,804	100,365	110,438
Minimum Fund Balance Guideline	2.500	2.500	2,500	5,500	4.625	4,250	3,875	3,500	3,250	2,500	2,500	2,500	2,500	2,500 1,	1,000 2,	2,500 2,500	2,500		0 2,500	2,500	2,500	2,500	2,500	2,500

Page 1 of 1

City of Raleigh, North Carolina Convention Center Complex Financing Plan Projected Financing Plan Interlocal Agreement (ILA) 23

Attachment B

Raleigh Convention Center