

# REQUEST FOR PROPOSALS #24-108 FOR A LESSEE AND OPERATOR OF FIVE COUNTY STADIUM WAKE COUNTY GOVERNMENT and The TOWN OF ZEBULON

#### I. INTRODUCTION

#### 1.1 Overview

Wake County, North Carolina (County) and the Town of Zebulon, North Carolina (Town), collectively referred to herein as the "Owner", are seeking proposals from qualified entities to lease and operate Five County Stadium (Stadium) and the surrounding real property located on an approximated 52-acre parcel ("Property") jointly owned by the County and Town, being further identified by Wake County Real Estate Identification #0186526 and being that same parcel depicted on the "Property Survey for Five County Stadium" recorded in BM1992, Page 1076, Wake County Registry. Throughout this Request for Proposals ("RFP"), the "Proposer" refers to qualified firms that submit Proposals and the "Selected Respondent" refers to the Proposer who is ultimately selected to lease and operate the Property. Respondents have the ability to propose additional development on the Property as described within this RFP.

The Owner's primary goals for this RFP are to secure a lease with a Selected Respondent that maximizes overall benefit from the Stadium in terms of annual attendance, annual use days, and economic and fiscal impacts. As part of this, the Owner desires that proposals entail conceptual development proposals for the undeveloped portions of the Property surrounding the Stadium, consistent with the <u>Town of Zebulon's Comprehensive Plan</u>.

The Owner desires proposals that encompass both Stadium operations and future development of the Property, with a strong preference in maintaining the Stadium as an anchor spectator event venue for County and Town residents. The Owner will consider redevelopment proposals of the Stadium and the surrounding undeveloped areas of the Property but will not consider development proposals for the undeveloped areas of the Property alone.

Proposers may include multiple partners in its submission, and its means of achieving the Owner's goals may include, but are not limited to, the provision of a sports tenant(s), repurposing of the Stadium for other entertainment uses, or redevelopment of the property for other uses as specified by the Proposer. The Carolina Mudcats' lease at the Stadium expires as of December 31, 2025, and the Stadium will be made available to the Selected Respondent thereafter in preparation for potential leagues and / or teams that begin play in spring 2026.

## 1.2 Background Information

#### Summary Description of the Property and Site

Five County Stadium opened in 1991 and is located on approximately 52 acres in the Town of Zebulon in eastern Wake County, NC. The Stadium is jointly owned by the County (85%) and Town (15%) and underwent a \$15 million renovation in 2006. The Stadium currently has 6,200 fixed seats (total capacity of 6,500), including nine (9) suites and a restaurant ("Sky Lounge"),

2,000 parking spaces, six concession stands, and team offices and support spaces. A description and overview of the Stadium and adjacent site is attached hereto as Exhibit A. As-built drawings of the Stadium are also provided on the Wake County Bonfire Portal.

# Current Tenant Arrangements

The Stadium has been home to the Carolina Mudcats Baseball Team, a Minor League Baseball Class-A affiliate of the Milwaukee Brewers, since its completion in 1991. The Mudcats lease at the Stadium terminates on 12/31/2025, though the Selected Respondent will have right of access to the Property during the 2025 season (except for when games are being played). Following the end of the Mudcats' 2025 season, which typically concludes in September, the Selected Respondent and Owner will have the ability to commence preparations at the Stadium for the 2026 season. Furthermore, it should be noted that the Owner and Selected Respondent have the right to grant the Mudcats the ability to play home games at the Stadium in the 2026 season at its mutual option. In this situation, the Selected Respondent will have scheduling priority over the Mudcats in the 2026 season.

## Stadium Uses and Attendance

The Stadium and Mudcats has drawn over 100,000 fans annually according to publicly reported attendance figures since the stadium's completion. The Stadium has also been used for special civic events over the course of its history in both the picnic areas and Sky Lounge, including, but not limited to: MLB and international baseball exhibitions; amateur baseball competitions; concerts; corporate outings; and assorted civic events such as festivals, marathons, and social causes.

## Current Permitted Uses and Zoning

The Owner's vision for the area, as outlined in *Grow Zebulon Comprehensive Plan* (attached hereto as Exhibit B), is to retain the Stadium while encouraging complementary development on the undeveloped portions of the Property surrounding the Stadium. At the time of issuance of this RFP, the Property is currently zoned as Commercial Amusement Special Use District (CA-SUD). Although the Property is presently not zoned for other mixed-uses, the Comprehensive Plan contemplates a stadium recreation, leisure, and hospitality district, that may include meeting space, restaurant, and retail, among other uses. The respondent should identify any intended uses that may require additional zoning approvals by the Town in its response to this RFP. Nothing herein guarantees that a future rezoning request will be approved by the Town and final award of this RFP may be contingent upon successfully obtaining all necessary zoning approvals from the Town.

## Demographic Information

Five County Stadium is approximately 25 miles east of Raleigh and situated in one the fastest growing areas in North Carolina. The Town is the second fastest growing municipality in the state, with approximately 12,000 residents (which is expected to double by 2030), while the County's population has grown to approximately 1.2 million. The Town and County are each expected to grow an additional 13% and 7%, respectively over the next five years. The average household income within Town is \$104,000 and \$124,000 in Wake County. Furthermore, the population within 20 miles of the site is 609,000.

## 1.3 General Terms

It is the Owner's preference that the Selected Respondent will occupy the Stadium at the conclusion of the Mudcats lease to begin preparation for events beginning as early as possible in 2026. If the Proposer does not believe this schedule is attainable, then it should indicate this in its proposal and propose an alternative date. Should the Proposer's proposal assume that the Stadium will remain in operation as a spectator event venue, it is the Owner's expectation that the Proposer will identify the revenue and expense sharing responsibilities between the Selected

Respondent and Owner, including all team- and stadium-related annual and gameday operating expenses, including, but not limited to, full- and part-time team and stadium staffing, utilities, insurance, maintenance and repair, and contractual services. In addition to operating revenues and expenses, the Proposer should also indicate proposed cost-sharing responsibility for annual Stadium capital expenditures. The Proposer must fill out its proposed terms proposed in a standard lease template that is attached hereto as Exhibit C. Although proposed terms are non-binding and subject to additional discussion negotiation with the Owner, they should generally reflect the Proposer's intended nature of the financial and operational relationship with the Owner.

Should the Proposer wish to redevelop the Stadium or Property, the Proposer must clearly outline proposed financial terms in terms of ground lease payments or other financial considerations made to the Owner as part of its Proposal in Section 5.0.

#### 1.4 Estimated Schedule

Event	Date
RFP Issued	1/9/2025
(1) Facility Site Tour	1/24/2025 at 9:00 AM EST
Deadline for Questions/Clarifications (Submitted Through the WC Bonfire Portal)	1/31/2025 by 5:00 pm EST
Addenda Issued – Questions/Clarifications Answered	2/14/2025
Responses Due in the WC Bonfire Portal	2/28/2025 by 4:00 pm EST
(2) Evaluation of Responses By Selection Panel	Early March
Interviews With Selection Panel (If Necessary)	Mid-March
Top Two Firms Present Concepts to Joint BOC's	Late March
Contract Award/BOC Approval to Negotiate Terms with Top Firm	April
Contract Negotiations	April – TBD

- (1) If a representative from your company will be attending the facility site tour please send a message in the <u>WC Bonfire Portal</u> so that we can plan accordingly.
- (2) The County and Town will provide a link to offer County and Town residents the opportunity to offer commentary and feedback on the desired use(s) of the site. Feedback will be considered in the evaluation of development proposals.

#### II. NECESSARY CRITERIA

The Owner has identified a series of Necessary Criteria that the Proposer must satisfy to be eligible for Contract award. Such criteria is primarily applicable to those proposing to operate the Stadium as a spectator event venue. Some criteria may or may not be applicable to Proposers depending on intended use of the Stadium, and the Proposer should note this as such. The Owner reserves the right to specify additional Necessary Criteria depending on proposed uses.

- Proposer must have demonstrated expertise in operation of sports and entertainment venues and / or team(s), with no fewer than five years of experience.
- Proposer must meet minimum net worth specifications as outlined by the league or organization it proposes to be affiliated with. The Proposer must provide a letter of endorsement by the league or organization it proposes to be affiliated with as a suitable potential ownership group.
- The Proposer must demonstrate a history of stability in terms of franchise ownership and operation and be free of evictions or violations as lessee at other publicly owned spectator event venues.
- The Proposer must have a demonstrated history of successfully implementing philanthropic or community outreach programs in other home markets.

If such Necessary Criteria cannot be met by the Proposer, a written response must be provided with a reasonable explanation for failure to satisfy such terms. Such written responses will be considered on a case-by-case basis by the Owner.

#### III. SUBMISSION

#### 3.1 Submission

Interested vendors must submit an electronic proposal with all supporting material as outlined below through the <u>WC Bonfire Portal</u> on the <u>County's website</u>. All questions on this RFP must be submitted through the WC Bonfire Portal prior to the 1/31/2025 deadline. Proposers are not allowed to contact the Owner or its designee with questions outside of the portal. Failure to comply can result in disqualification as an eligible Proposer to this RFP.

# 3.2 Proposal Format

Proposers shall prepare their proposals in accordance with the instructions outlined in this section. Each Proposer is required to submit the proposal through the WC Bonfire Portal. Proposals should be as simple as possible and provide a straightforward, concise description of the Proposer's capabilities to satisfy requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections with tabs for each section:

## **PROPOSAL**

Title Page
Letter of Transmittal
Table of Contents
Sections:

- 1.0 Executive Summary
- 2.0 Service Proposal
- 3.0 Organization Background
- 4.0 Fulfillment of Necessary Criteria
- 5.0 Financial Terms (Exhibit C)
- 6.0 Financial Forecast
- 7.0 References

Instructions relative to each part of the response to this RFP are defined in the remainder of this section. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

## 1.0 Executive Summary

(Proposal Section 1.0) This section should be limited to a brief narrative summarizing the Proposer's response. The Executive Summary shall, at a minimum, include an identification of the proposed team and a summary of the project proposal. This section should highlight aspects of the proposal that make it superior or unique in addressing the Owner's goals and objectives. Please note that the Executive Summary should identify the primary engagement contact. Contact information should include a valid e-mail address, and a telephone number.

## 2.0 Project Proposal

(Proposal Section 2.0) This Project Proposal section should include the following information:

• A detailed description of the intended use of the Stadium and the Property, and how this scope responds to goals and objectives as specified by the Owner.

- Proposed modification(s) required to the Stadium or the Property to facilitate the Proposer's intended uses. The modifications should include a general description of the modifications desired and include an order-of-magnitude cost estimate, as well as proposed upfront costsharing responsibility between the Owner and Proposer.
- If development of the undeveloped portions of the Property surrounding the Stadium are proposed, a site plan and development square footage by use type (e.g., residential, retail, hotel, etc.) may be provided (number of hotel rooms is sufficient if a hotel is proposed). A description on any phasing plans should also be provided, if applicable.
- A timeline of events to deliver the project proposal as generally described and according to the Owner's wishes to use the Stadium beginning in 2026. Although the Owner strongly prefers the Selected Respondent occupy and activate the stadium as soon as possible in 2026, deviations from this timeline will be considered on a case-by-case basis and the Proposer should note these changes accordingly.
- Provide an organizational chart that shows all functions by different members of the team(s), including administration (executive), sales and marketing, operations, finance and accounting, and concessions. If key team members are not specified above, please list them in your own format.

## 3.0 Company Background

(Proposal Section 3.0) Each Proposer must provide certain information regarding its organization or partner companies, so the Owner can evaluate the Proposer's stability and ability to support the commitments set forth in response to the RFP. The Owner, at its option, may require a Proposer to provide additional support or clarify requested information. The Company Background should include, but not be limited to, the following information:

- Company size and organizational structure, including ownership and executive-level leadership.
- How long the company has been in business and a list of states it has conducted business in.
- Experience with bringing new teams to existing stadiums or successfully procuring expansion teams.
- Identify any litigation or governmental or regulatory action pending against your organization that might have a bearing on your ability to provide services to the Owner.
- Describe your contractual relationships, if any, with other organizations that will provide services described in your proposal.

## 4.0 Fulfillment of Necessary Criteria

(Proposal Section 4.0) The Proposer must demonstrate that it is able to satisfy Necessary Criteria outlined herein. (Section II) Necessary Criteria is primarily applicable to those proposing to operate the Stadium as a spectator event venue and may not be applicable to Proposers depending on intended use of the Stadium. If Necessary Criteria cannot be met by the Proposer, a written response must be provided with a reasonable explanation for failure to satisfy such terms. Such written responses will be considered on a case-by-case basis by the Owner.

#### 5.0 Financial Terms

(Proposal Section 5.0) Exhibit C provides includes a blank lease template for the Proposer to specify proposed terms between the Owner and Selected Respondent for operation of the Stadium. Please fill out the lease term form according to the instructions. If the Proposer intends to operate the Stadium in an alternative manner and the lease terms are not applicable, please note this as such, and identify a division of revenues and expenses between the Proposer and Owner (as applicable) in your own format.

#### 6.0 Financial Forecast

(Proposal Section 6.0) Provide a five-year operational and financial forecast for operation of the Stadium and Property, if applicable. The forecast must include an estimate of annual events, paid attendance, revenues, expenses, and earnings before interest, taxes, depreciation, and amortization (EBITDA) according to the proposed financial terms outlined in Exhibit C. Revenues for concessions, parking, and novelties should be presented as both gross and net revenues to reflect commissions received from a third-party or expenses incurred from management of such operations.

#### 7.0 References

(Proposal Section 7.0) Please provide three references that can attest to the Proposer's ability to deliver the Scope of Services outlined herein. References may include current or previous public sector partners, leagues, tourism industry partners (CVB or DMO), or industry resources attesting to the Proposer's qualifications.

# IV. Evaluation Criteria

#### 4.1 Selection Criteria

The Owner has established an evaluation team to evaluate responses that are comprised of representatives from Wake County, the Town of Zebulon, Wake County Economic Development, and Visit Raleigh. The Owner has developed a set of criteria that is weighted to score and evaluate proposals. It is anticipated that Selected Respondent(s) will be available to make a public presentation to the Owner's appropriate designees, highlighting the benefits of its individual proposals.

# 4.2 Evaluation of Proposals

Responses will be evaluated based on a weighted scoring of the following criteria:

- 1. Compliance with the RFP requirements: quality, clarity and completeness of services proposed in relation to the response to the scope of work.
- 2. Alignment with Owner goals and objectives
- 3. Documented ability and capacity to create and sustain a sports team in a facility and geographic area of similar size
- 4. Proposed financial terms, including capital investment requirements
- 5. References
- 6. Qualifications of key personnel/management team
- 7. Project schedule within the timeframe desired by the Owner
- 8. Alignment with public input goals and objectives
- 9. Other criteria deemed appropriate by the Evaluation team

After reviewing the submittals, most qualified firms may be invited to interview with the selection committee. The interview will be based on the qualifications and experience of the submitting teams as well as the scoring from the criteria listed above. The top two scoring teams will present to a joint Board of Commissioners within stated guidelines, with County and Town commissioners selecting the top applicant to begin final negotiations.

# Exhibit A - Stadium and Site Overview



- <u>Link</u> to As-Built Drawings
- Site 52.02 Acres framed by Hwy 264 and Hwy 39



- · Parking Spaces:
  - 264 A lot: +/- 1250 parking spaces (8.5 Acres)
  - 39 Lot: +/- 750 parking spaces (4.9 acres)
  - o Roadway Loop: +/- 45 Handicap Accessible Spaces
- Parking Lots Lighting: 2009 electrical improvements, LED upgrade 2015
  - o 264 Side: 13 poles with 52 fixtures
  - o 39 side: 8 poles with 32 fixtures
  - o Roadway Loop/Picnic Area Duke Energy Lease
- Parking Lot Lighting Levels:

- In-Season: 2 candle foot
- Offseason: 1 candle foot (50% reduction in active fixtures)
- Site Utilities:
  - Water, Sewer, and Reclaimed water
  - Liquid Propane via multiple tanks
  - Time Warner (500 mps to site) and AT&T
- Capacity: 6,500 people includes standing room
  - o Fixed Seats: +/- 6,200
  - Green Seats: +/- 1,835 Seats (Replaced in 2015)
  - o Red Seats: +/- 4,365 Seats (Replaced in 2010)
- 2015 Video Board 82' by 34' cost \$1.5 million
- 2010 Sound System improvements
- Speed Pitch Score Board (2005 Structure) video update in 2015
- Concession stands (2) Cooking/Grilling Stands, (4) General Purpose
- Public Restroom Facilities
  - o 2 Men's and 2 Women's Stadium Level
  - 1 Men's and 1 Women's Suite Level
  - 2020 Expanded and Renovated one set Men's and Women's Restroom (stadium level, closest to home plate)
- Suites 9 Total
  - o 6 Regular suites: 168 sq. ft + 10 outside seats (21 max occupants)
  - o 3 Double suites: 336 Sq. Ft + 20 outside seats (42 max occupants)
- Restaurant (mini kitchen and bar) currently "Sky Lounge":
  - o Built in 2006
  - 2955 Sq. Ft. 197 Max Occupancy
  - Fire Sprinkler coverage
  - o Separate Restrooms Men's & Women's
  - o Includes dining room, bar, and separate indoor stadium seating
- Picnic Area (3rd Base, upper level):
  - o concrete deck with tent
  - o 90 seats
  - 3,000 sq ft 290 Max Occupancy
- Cabana ADA accessible via Chair Lift
  - Upper area: 670 sq. ft. 44 Max Occupancy
  - o Lower area: 390 sq. ft. 26 Max Occupancy
- General Admission Deck Area Third Base Side
  - 1840 sq. ft 122 Max Occupancy
- Ground Picnic Area Three cover shelters with picnic tables
- Hydraulic Elevator Center of Super Structure (Dual Entry to pantry) (1998)
- Generator Emergency Power for only emergency systems fire alarm, elevator, egress lighting and etc.
- Ticket Booths: Qty 2 (2004)
- Ticket Office: +/- 800 sq. ft
- Kitchen Prep Area: 1950 Sq Ft
- Suite Level Pantry: 500 Sq Ft
- Gift Shop: 780 Sq Ft 13 Max Occupancy
- Media Production Room: 308 Sq Ft
- Media Room: 168 Sq Ft

- Home/Visitor Radio Room: 168 Sq. Ft.
- Home Team Clubhouse: 3,600 Sq Ft
- Covered Batting Cage (2010) added lights in 2019
- Batting Cage Storage: +/- 400 sq ft
- Super Structure Built 1998/1999
- Office/Administration Area: +/- 3,500 Sq. Ft. (2004)
- Visitor Clubhouse:
  - o 2,200 sq. ft, Built 2004, cosmetic renovations 2011
  - o Field Maintenance/office/restroom: +/- 1284 sq. ft
  - Owner Storage: +/- 500 sq. ft
  - Tenant Open Storage: +/- 1500 sq. ft
- Women Locker Room (Modular) @ Office (2023):
  - o 350 sq. ft.
  - Includes 2 ADA-accessible restrooms
- Reclaimed Water Tank:
  - o 170' tall
  - o 250,000 gallons
  - available for advertising opportunity
- GE Field Lighting:
  - o 208 fixtures
  - o 1500 W MH lamps on 8 poles (2 at 90' high, 6 at 65' high)
  - Electrical renovated 2010-2013, completely re-lamped in 2015
- Outfield Wall (2009) 8,500 Sq. Ft Advertising
- Playing Surface with underdrain (2009) Reclaimed Water permit with CORPUD
- Lower Roof Replacement (over concession stands) 2011
- Suites & Panty HVAC Replacement 2011
- Fire Alarm upgrades 2013
- Canopy/Exterior facility lighting upgrades 2014
- Facility site drainage improvements 2012

# **Exhibit B**

# **Grow Zebulon (the Comprehensive Plan)**

https://www.townofzebulon.org/planning/long-range-planning-transportationcomprehensive-plans

# **Greenways Connectivity - Corridor # 5 (Stadium):**

https://www.townofzebulon.org/sites/default/files/uploads/parks/2015-09-21 final report gbp plan.pdf

# **Town of Zebulon Comprehensive Plan:**

https://www.townofzebulon.org/planning/long-range-planning-transportationcomprehensive-plans

# **Town of Zebulon Transportation Plan:**

https://www.townofzebulon.org/planning/long-range-planning-transportationcomprehensive-plans

# **Town of Zebulon Strategic Plan:**

https://www.townofzebulon.org/strategic-plan

# Town of Zebulon Economic Development Strategy:

https://www.townofzebulon.org/planning/economic-development/EDS

# Additional Town of Zebulon Economic Data and Facts:

https://www.townofzebulon.org/economic-development/facts-and-figures

# **Exhibit C**

# Proposed Stadium Lease Terms

Term		
Term of Operating Agreement		
Term Extension Options		
Commencement Year		
		Paid by Team
Stadium Rent		<u> </u>
Minimum Rent		\$
Base Rent		\$
Other Rent		\$
Taxes / Surcharges		
Ticket Sales Tax		7.25%
Ticket Surcharge		\$
Admissions Tax		NA
Parking Tax / Surcharge		NA
	Owner /	
	Stadium Share	Team Share
Revenue Sharing		
Tickets - Net	0.0%	0.0%
Concessions - Net	0.0%	0.0%
Novelties - Net	0.0%	0.0%
Advertising – Gameday	0.0%	0.0%
Advertising – Permanent	0.0%	0.0%
Television	0.0%	0.0%
Naming Rights	0.0%	0.0%
Paring - Net	0.0%	0.0%
Luxury Suites – Tickets	0.0%	0.0%
Luxury Suites – Premium	0.0%	0.0%
Club Seats – Tickets	0.0%	0.0%
Club Seats – Premium	0.0%	0.0%
Stadium Expenses		
Gameday Operating Expenses	0.0%	0.0%
Annual Operating Expenses	0.0%	0.0%
Capital Repairs / Improvements	0.0%	0.0%
Other Events	0.0%	0.0%

Note: Please fill out all rows and columns to reflect proposed terms, including lease term, rent, taxes and surcharges. For all revenue sharing, stadium expenses, and other events, owner / stadium share and team share must add to 100%.