

THE CITY'S TERM SHEET VS. THE COMPS — STREAM BY STREAM

How to read this: each block is one revenue or protection stream. The red row is **Portland's July 17 draft term sheet** (posted at portland.gov). The rows below it are **named peer deals** — what other councils actually signed. The gold line in each header is the ask the comps justify. Gold-shaded rows are **this same ownership's own signatures** (Raleigh, via the Carolina Hurricanes). Where the draft already delivers, it says so — those terms need defending, not negotiating.

1 · PRIVATE CAPITAL INTO CONSTRUCTION		Justified ask: a named ownership capital line — peers paid 18–62% of renovation cost
PORTLAND · July 17 draft Moda Center renovation	The \$573M budget “is the public portion” — State \$365M + City \$120M + County \$88M. Ownership's base construction line: \$0 (it pays overruns and operating losses only)	0%
Cleveland Cavaliers Rocket Arena reno · 2019	Ownership paid \$115M of \$185M — and absorbed the overruns when the 50/50 deal grew	62%
Detroit Pistons Little Caesars Arena · 2017	Ownership side \$539M of \$863M	60%
Milwaukee Bucks Fiserv Forum build · 2018	Private \$274M of \$524M (state 15%, local 33%)	52%
Sacramento Kings Golden 1 Center · 2016	Private \$279M of \$534M — and a hard cap put a \$57M overrun on the Kings	52%
Minnesota Timberwolves Target Center reno · 2017	Team (Glen Taylor) \$58M + operator \$5.9M of \$140M; city \$74M	~46%
Washington Wizards/Capitals Capital One Arena reno	Monumental \$285M of \$800M	36%
Atlanta Hawks State Farm Arena reno · 2018	Ownership \$50M of \$192.5M	26%
Indiana Pacers Gainbridge reno · 2023	Private 18% of the ~\$400M project (state's own PFM study)	18%
Seattle Kraken Climate Pledge Arena · 2021	Operator (OVG) privately financed the entire ~\$1.15B rebuild of a city-owned arena — won in a competitive process	100%
2 · PILOT / PROPERTY-TAX PAYMENT		Justified ask: greatest-of-three — the county's own formula makes \$5.1–9.4M/yr the post-renovation minimum
PORTLAND · July 17 draft	“Property Tax Offset Payment” of \$3M/yr , escalating 5%, split City/County/Schools. No completion reset, no formula, no appraisal true-up. (Multnomah's own construction formula on the \$573M renovation: \$5.1–9.4M/yr ; the arena paid \$1.2–1.5M/yr before the exemption)	\$3M/yr
Carolina Hurricanes — this ownership Lenovo Center, Raleigh	Pays >\$3.5M/yr in PILOTs today to the City of Raleigh and Wake County — per the arena authority's own published facts, on a ~\$300M-class building	>\$3.5M/yr
Sacramento Kings Golden 1 Center	Pay possessory-interest taxes (California's default) <i>plus</i> lease payments of \$6.5M/yr escalating toward \$16.7M on the city-owned arena	taxes + rent
Golden State Warriors Chase Center, San Francisco	Fully taxed: assessed at \$1.7B (~\$20M/yr). Even the Warriors' own appeal valuation (\$706M), at Portland's rate, implies ~\$9.7M/yr	~\$20M/yr
Philadelphia 76ers Market East (proposed, 2024)	Negotiated PILOT averaging ~\$6M/yr — on a 100% privately financed \$1.3B arena	~\$6M/yr
3 · RENT		Justified ask: \$4.5M/yr escalating 3% — the schedule this ownership signed in Raleigh
PORTLAND · July 17 draft	No rent line appears in the document. The bridge lease is \$1/year	\$0
Carolina Hurricanes — this ownership Raleigh · signed 2024	Rent of \$4.5M rising to \$5.5M/yr (~\$75M over the lease), replacing rent-free status — negotiated by the public side's own consultant	\$4.5–5.5M/yr
Oklahoma City Thunder Paycom Center	\$58K per game with a 3% annual escalator (~\$2.5M+/yr and growing)	~\$2.5M+/yr
Cleveland Cavaliers Rocket Arena	Base rent \$2.0M/yr (state's own PFM study)	\$2M/yr
Minnesota Timberwolves Target Center	Rent \$1.6M/yr — as a tenant in a city-owned, third-party-operated arena	\$1.6M/yr
Orlando Magic Kia Center	Base rent \$1.0M/yr — <i>plus</i> the city keeps a revenue share (next stream)	\$1M/yr +
4 · REVENUE SHARING — NAMING, PREMIUM, PARKING		Justified ask: participation above an audited baseline + keep the 50/50 district-naming split Portland already signed
PORTLAND · July 17 draft	None. Operator keeps “customary naming... rights”; no premium-revenue share; City's own user-fee and Blazers-parking receipts are committed <i>back into arena capital</i> (Exhibit D, \$275M/20yrs)	\$0
Orlando Magic Kia Center	The city receives a revenue share from naming rights and corporate suite sales — documented in the State of Oregon's own comparables study	naming + suites
Oklahoma City Thunder Paycom Center	Public side shares food, beverage, and venue revenue	venue share
Milwaukee Bucks Fiserv Forum	\$2/ticket surcharge on all events (~\$60M over 30 yrs; 75% to the district, 25% to the state) — a per-ticket public return that reaches public budgets	\$2/ticket
Raleigh — this ownership district naming	Portland's own signed 2024 Development Agreement (\$31.2.4) already gives the City 50/50 on district and project naming — it just has to survive into the new deal	50/50 signed

5 · RELOCATION SECURITY		Justified ask: hold what the draft delivers — and peg damages to the full public stack
PORTLAND · July 17 draft	Delivered: a non-relocation agreement with specific performance (“without the necessity of proving actual damages”), liquidated damages, clawback of public money, an unconditional parent guaranty binding successors. Remaining: a damages formula, and the “limited exceptions” to be defined in the MOU	delivered
Oklahoma City Thunder	Relocation penalty reported at ~\$1B in the deal's first five years, declining after	~\$1B
Indiana Pacers Gainbridge	Early lease termination payment of ~\$750M — in the State of Oregon's own comparables study	~\$750M
Seattle · the cautionary comp KeyArena / Sonics, 2008	The one protection Seattle had was a binding lease — enforced, it produced a ~\$45M (up to \$75M) settlement. Portland's draft has far more	enforce it

6 · COST OVERRUNS		Justified ask: hold the named payer — add an owner-level GMP and the itemized budget (Exhibit A is blank)
PORTLAND · July 17 draft	Delivered: “Anything in excess of the Renovation Budget... is the responsibility of Rip City” — plus post-renovation operating losses, and an anti-value-engineering clause. Remaining: no GMP, and the budget itemization is a blank exhibit the operator will draft	named
Cleveland Cavaliers	Ownership absorbed the overruns — its \$70M half grew to \$115M and the public's didn't	absorbed
Sacramento Kings	A hard cap put a \$57M overrun on the team, not the city	hard cap
Atlanta Hawks · Washington (Capital One)	Ownership-side absorption in both renovations	absorbed

7 · THE STATE'S SHARE OF THE BILL		Justified ask: a private capital line brings Portland into the peer range
PORTLAND · July 17 draft	Oregon's proposed share is ~62% of the renovation (\$365M of \$573M) — the highest state share in the state's own comparables study	62%
Memphis Grizzlies FedExForum reno (planned)	State share 42% — the peer maximum	42%
Indiana Pacers	State-linked share 34%	34%
Milwaukee Bucks	State share 15%	15%
Minnesota · Orlando · Cleveland	State share 0% — local money and private money only	0%

Two lines councilors should never let anyone blur: construction capital (stream 1) is upfront money that builds the premium spaces — peers made ownership fund 18–62% of it because the operator keeps those spaces' income. Revenue participation (stream 4) is an ongoing share of what those spaces earn once built — Orlando's naming-and-suite share is the model. They are different asks with different comps, and conceding one is not conceding the other. Likewise: a labor agreement is not rent, and a 20-year stay commitment is the minimum consideration for a package this size — not a concession.

The one-sentence version for the dais: the July 17 draft already delivers the protections column — overruns on the operator, real relocation security, a parent guaranty — and the City's negotiators deserve credit for it. What no peer council accepted, and this one is being asked to, is the economics column: zero construction capital, zero rent, zero revenue share, and a tax payment below the county's own construction formula. Every ask above has a named precedent — and three of them carry this ownership's own signature.

Sources, one hop from each figure: the City's posted draft term sheet (portland.gov); the State of Oregon's PFM comparables summary (oregon.gov, July 9); the executed 2024 bridge-lease exhibits (Ordinance 191857); the Centennial Authority's published facts (Raleigh); City of Sacramento financing report; SF Examiner / SF Assessor (Chase Center); WHYY/NBC10 (Philadelphia); contemporaneous reporting compiled with links at ripcitynotripcity.com/deals and [city-draft](https://city-draft.com). PILOT methodology: [pilot](https://pilot.com). Cleveland's split is contested by the PFM study (which lists it inverted); the figure above matches contemporaneous reporting and the venue's own materials — flagged at [/deals](https://deals.com).

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