

Late Backup



DATE: August 14, 2018

TO: Mayor and Council

FROM: Greg Canally, Deputy Chief Financial Officer

SUBJECT: Responses by Precourt Sports Ventures to Council Members' Proposed Amendments to the Term Sheet

At the Aug. 9th City Council Meeting, the City Council called for a Special Called Meeting on Wednesday, Aug. 15th to continue its discussions regarding the negotiation and execution of agreements with Precourt Sports Ventures (PSV), LLC, or its affiliates, related to the construction, lease, and occupancy of a sports stadium on the city-owned site at 10414 McKalla Place, under terms outlined in a term sheet.

As background, following the June 28th City Council Resolution No. 20180628-130, staff began negotiations with PSV regarding a Major League Soccer stadium at McKalla Place. A Term Sheet was posted to the Agenda back up on July 27th. An updated Term Sheet was included on the City Council's Aug. 9th meeting, with strengthened provisions based on Council comments at the Aug 1st Special Called Meeting. Council members issued proposed amendments to the Term Sheet at the Aug 9th City Council meeting.

Following Aug 9th, City staff facilitated communications with PSV to compile PSV's responses related to Council Members' proposed amendments. The attached includes the proposed amendments list and also includes responses from PSV. This information is offered to support tomorrow's Special Called Meeting, which also includes an item related to Resolution No. 20180628-060.

The attached information is also included on the McKalla Place Web site. For more details related to Council's Resolutions and related activities on this issue from November 2017-August 2018, City staff launched a Web site, <http://www.austintexas.gov/mckalla>, which continues to be updated to include updated responses to City Council's questions.

cc: Spencer Cronk, City Manager

Attachment

MLS Stadium							
PSV Responses to City Council Proposed Term Sheet Amendments							
8/14/2018							
Council Member	Amendment No.	Term Sheet Section	Page #	Proposed Amendment	PSV Response	PSV Comments	Term Sheet Revisions
Pool	Pool 1	Community Benefits	17	The Stadium Lease and Development Agreement will include the parties' agreement regarding community benefits that the Club shall provide over the term of the lease (See Exhibit 5 for community benefits to be provided during initial term of the lease, with any benefits during extension terms to be mutually agreed <u>in the absence of agreement, the Club shall provide the community benefits in Exhibit 5 over during extension terms, as well</u>).	Yes	Language modified slightly into term sheet format - no change in intent.	The Stadium Lease and Development Agreement will include the parties' agreement regarding community benefits that the Club shall provide over the term of the lease (See <u>Exhibit 5</u> for community benefits to be provided during initial term of the lease, with any benefits during extension terms to be mutually agreed). <u>If the parties cannot reach agreement on proposed changes to the benefits during the extension term, the Club shall continue the community benefits as outlined in Exhibit 5.</u>
Pool	Pool 2	New section: Open Space and Parkland		<u>StadiumCo agrees that it will not program events on the publicly accessible green space, parkland, open space and performance areas on the Site for more than a total of 35 days annually not including City-recognized holidays, unless mutually agreed by the parties.</u>	No	StadiumCo intends to make the open space and green space as accessible as possible to the Austin community. The goal is to make this about more than just the Stadium and provide open space and green space in an area of Austin that needs it.	
Pool	Pool 3	Design & Construction	5	The parties shall mutually agree upon a designated set of design and related documents ("Base Stadium Plan") that shall guide the planning, development, and construction of the Stadium <u>and the publicly accessible green space, parkland, open space and performance areas</u> and which will include milestones appropriate to the delivery method. The City shall have the right to comprehensively review design documents at major milestones mutually determined by the parties. Additionally, the City will have reasonable and timely approval rights of the Base Stadium Plan.	Yes	Language modified slightly into term sheet format - no change in intent. "Site" is a defined term in the Term Sheet and captures these elements.	The parties shall mutually agree upon a designated set of design and related documents (" <u>Base Stadium Plan</u> ") that shall guide the planning, development, and construction of the Stadium <u>and Site</u> , and which will include milestones appropriate to the delivery method. The City shall have the right to comprehensively review design documents at major milestones mutually determined by the parties. Additionally, the City will have reasonable and timely approval rights of the Base Stadium Plan.
Pool	Pool 4	Club Site Branding and Identification	17	<u>StadiumCo desires the ability to place or construct certain Club, Stadium and MLS logos, decals, markings, and emblems on certain of the improvements on City-owned public infrastructure in and around the Site (such as, for example, placing a Club logo on certain structures and on sidewalks, lighting and signage structures, manhole covers, fire hydrants, etc.). The City agrees to cooperate with StadiumCo to secure for StadiumCo any and all permits, licenses and approvals necessary to allow such logos, decals, markings, and emblems on the surrounding City-owned public infrastructure, it being understood that such materials may include branding from Club sponsors (e.g., naming rights partner or jersey sponsor).</u>	No	Given the location of the site and lack of frontage on major roadways, it is important for the long term viability of the Club to have as much visibility as possible for the Stadium, its events, and its partners.	
Pool	Pool 5	Parking and other Site Coordination Issues	12	The parties shall work together to explore third party and other financing sources for the construction of a new MetroRail Station adjacent to the Site, <u>with the understanding that StadiumCo shall pay for construction if other financing sources have not been secured by year 1.</u> Such sources may include the City and Capital Metro <u>share of taxes and revenues generated by the Stadium Project, and contributions by StadiumCo.</u> StadiumCo shall design the Site to physically accommodate a new MetroRail Station adjacent to the Site.	No	PSV is willing to contribute \$3.0 million over 15 years and \$640,000 upfront to Capital Metro to fund transit related improvements, including the MetroRail Station (see below). PSV does not believe that is should be the only source of funding for this station that will benefit numerous businesses in the immediate area.	
Pool	Pool 6	New direction to City Manager		<u>Council directs the City Manager to direct StadiumCo, before the agreements with Precourt Sports Ventures, LLC or its affiliates return to Council for execution, to enter into agreements with Travis County, the Austin Independent School District, the Austin Community College District, and Central Health to make payments in the total of \$958,720 in year 1 and escalating at 2 percent annually, distributed as follows:</u> <ul style="list-style-type: none"> • Austin Independent School District: 67 percent • Travis County: 21 percent • Austin Community College District: 6 percent • Central Health: 6 percent 	No	PSV has already increased its financial commitment significantly in rent, site preparation and transit related investments. This stadium deal reflects one of, if not, the best public sector deals in MLS.	
Alter	Alter 1	Site	2	The City shall be responsible for the remediation and any necessary remediation activities arising from the presence of existing environmental conditions, <u>up to a total of \$500,000 whenever arising.</u>	No	The City has studied this issue extensively and has represented that the site is clean. As is the case with any land owner, site remediation liabilities lie with the land owner.	

Alter	Alter 2	Parking and other Site Coordination Issues	12	The parties shall work together to develop a Transportation, and Parking, and Events Plan (including a traffic impact analysis (at the cost of StadiumCo)) that shall be approved by the City for which the City agrees to assist in the coordination of all relevant City, Capital Metro, Travis County and State agencies and stakeholder groups. <u>The Transportation, Parking and Events Plan shall address the following:</u> • On-site structure parking opportunities; • Residential Permit Parking participation and enforcement for the affected surrounding areas on game days and during major events; • Clearly defining roles and responsibilities for implementation; and • Determining standards and enforcement for minimizing impact to surrounding communities related to hours, noise, and other quality of life issues.	Yes	Language modified slightly to clarify intent.	• The parties shall work together to develop a Transportation and , Parking and Event Plan (including a traffic impact analysis (at the cost of StadiumCo)) that shall be approved by the City <u>consistent with existing and applicable regulations</u> , for which the City agrees to assist in the coordination of all relevant City, Capital Metro, Travis County and State agencies and stakeholder groups. <u>The Transportation, Parking and Events Plan shall address the following: on-site parking opportunities; residential permit parking participation and enforcement for the affected surrounding areas on game days and during major events; clearly defined roles and responsibilities for implementation; and determining standards and enforcement for minimizing impact to surrounding communities related to hours, noise, and other quality of life issues.</u>
Alter	Alter 3	Revenues - General	11	StadiumCo shall, subject to the terms and conditions of the Stadium Lease and Development Agreement, market, control, and be entitled to receive and retain all revenues, net of taxes, relating to the operations of the Club, the Stadium and the Site, including, but not limited to, revenues generated from naming rights, sponsorship, advertising (including both in-stadium and exterior signage), premium seating, merchandise, Club events, other events, and ancillary revenues (including parking as described below) (except for certain civic-oriented events of the City as described below). <u>StadiumCo shall spend 30 percent of parking revenues on the following:</u> • Traffic impact analysis-identified infrastructure other than StadiumCo's roughly proportionate share of such infrastructure and • Unfunded provisions and improvements included in the Transportation and Parking Plan. <u>StadiumCo shall be entitled to receive and retain 100 percent of parking revenues after the City has certified that all traffic impact analysis-identified infrastructure and provisions and improvements included in the Transportation and Parking Plan have been fully funded.</u>	No	PSV shall pay its fair share of improvements required from the traffic impact analysis.	
Troxclair	Troxclair 1	Rent	11	Commencing with year 14 of the initial lease term and thereafter during the remainder of the initial term (and during any renewal term), StadiumCo shall pay an annual Site rental fee of \$50,000 <u>\$58,720, escalating at a rate of 2 percent annually.</u>	No	PSV has already increased its financial commitment significantly in rent, site preparation and transit related investments. This stadium deal reflects one of, if not, the best public sector deals in MLS.	
Troxclair	Troxclair 2	Assessments	16	PSV agrees that the City may shall retain the exclusive right in its discretion to impose a ticket surcharge of up to \$3 per ticket that may be used to cover certain expenses including transportation, shuttle service/park and ride, capital expenditures, site maintenance and other Stadium/Site-related expenses. PSV agrees that the City may shall retain the exclusive right in its discretion to impose a ticket surcharge of up to \$3 per ticket that may be used to cover certain expenses including transportation, shuttle service/park and ride, capital expenditures, site maintenance and other Stadium/Site-related expenses.	No	PSV has already increased its financial commitment significantly in rent, site preparation and transit related investments. This stadium deal reflects one of, if not, the best public sector deals in MLS. Language modified in Term Sheet.	PSV shall retain the exclusive right in its discretion to impose a ticket surcharge fee or assessment , (collectively "Assessment") that may be used to cover certain expenses including transportation, shuttle service/park and ride, capital expenditures, site maintenance and other Stadium/Site-related expenses. <u>Any Assessment program will be structured such that lower priced tickets will be subject to a lower Assessment than higher priced tickets. Complimentary tickets shall not be subject to any Assessment.</u>
Troxclair	Troxclair 3.1	New Stadium Project	1	Construction of a public sports, entertainment, and cultural multi-purpose facility that will include a new, first class, state-of-the art, natural grass, open-air stadium, park/open space, performance area, structured surface parking and related facilities ...	No	Current development plans include surface parking. Future development beyond the stadium may result in the development of structured parking.	
Troxclair	Troxclair 3.2	Real Estate Development on Site	2	The Site shall be used by StadiumCo exclusively for the development of Stadium Project and related structured surface parking (except as described below).	No	Current development plans include surface parking. Future development beyond the stadium may result in the development of structured parking.	
Troxclair	Troxclair 3.3	EXHIBIT 1	21	On-Site Parking 1,000 <u>4,000</u> (approximate)	No	Current development plans call for roughly 1,000 parking spaces. There are approximately 10,000 parking spaces in the immediate vicinity of the site. The Term Sheet includes language to address parking and shuttle service. "The Club will identify offsite parking for "park and ride" purposes and a vibrant shuttle process. The Club will encourage attendees to park offsite and promote the use of the shuttle service to have as few cars as possible trying to access the onsite parking or attempting to park in the surrounding neighborhoods or businesses."	

Troxclair	Troxclair 4	Parking and Other Site Coordination Issues	12	The parties will work together to address certain logistical issues for coordinating event planning and staffing, being understood that StadiumCo (or the appropriate third party event) will be responsible for costs related to Stadium events and associated with police, traffic control, fire prevention, emergency medical, street cleaning/street trash removal and other municipal resources in the Stadium, on the Site and off the Site to the extent related to Stadium events other than any MLS or other professional soccer game or event held at the Stadium (it being understood that the City will be responsible for such off-Site resources in respect of any MLS or other professional soccer game or event held at the Stadium up to \$200,000 annually and that StadiumCo will be responsible for costs in excess of that amount annually).	No	PSV's financial commitment to rent combined with the direct taxes generated by the project are projected by City staff and its consultants to more than cover all City financial obligations with a surplus.	
Garza	Garza 1	Capital Metro, Parking and Other Site Coordination Issues	12	<ul style="list-style-type: none"> • PSV shall enter into an agreement with Capital Metro to include the following terms prior to site development permit at the City: <ul style="list-style-type: none"> (1) PSV will construct, per Cap Metro's design and approval, prior to Stadium opening, bus and transit facilities identified and recommended by Capital Metro in an amount not to exceed six hundred and forty thousand dollars (\$640,000.00). A request will be made for an expedited development permits and fee waiver for the transit facilities. (2) PSV shall contribute three million dollars (\$3,000,000.00) to Capital Metro for Capital Metro identified and recommended transit related facilities. The contribution shall be payable by PSV in equal installments over 15 years or a term mutually agreed upon by the parties. The first installment shall be due and payable the first year of operation of the Stadium and at completion of the first regular MLS season. (3) If they haven't entered into this agreement by the time of site development approval PSV will provide the same amount of money to the City of Austin for transit investment. COA then will transfer the funds directly to Cap Metro for transit use. • The parties shall work together to develop a Transportation and Parking Plan (including a traffic impact analysis (at the cost of StadiumCo)), for which the City agrees to assist in the coordination of all relevant City, Capital Metro, Travis County and State agencies and stakeholder groups. PSV may request credit (for the value of transit improvements made, or direct financial contributions for transit) towards any traffic mitigation fees or transit improvements required pursuant to a traffic impact analysis, in accordance with the prioritization of improvements outlined therein. • The parties shall work together to explore third party and other financing sources for the construction of a new MetroRail Station adjacent to the Site. Such sources may include the City and Capital Metro share of taxes and revenues generated by the Stadium Project, and contributions by StadiumCo. <u>The parties acknowledge the strategic value a new MetroRail Station adjacent to the Site could provide the Site and neighborhood.</u> StadiumCo shall design the Site to physically accommodate a new MetroRail Station adjacent to the Site. 	Yes	Language modified slightly to clarify intent.	<ul style="list-style-type: none"> • PSV shall enter into an agreement with Capital Metro as soon as reasonably practical to include the following terms: <ul style="list-style-type: none"> (1) PSV will construct, per Capital Metro design and approval, prior to Stadium opening, bus and transit facilities identified and recommended by Capital Metro in an amount not to exceed six hundred and forty thousand dollars (\$640,000.00). A request will be made for expedited development permits and a fee waiver for the transit facilities. (2) PSV shall contribute three million dollars (\$3,000,000.00) to Capital Metro for Capital Metro identified and recommended transit related facilities. The contribution shall be payable by PSV in equal installments over 15 years or a term mutually agreed upon by the parties. The first installment shall be due and payable the first year of operation of the Stadium following completion of the first regular MLS season. (3) If PSV has not entered into an agreement with Capital Metro by the time the City provides Site development approval, PSV will enter into an agreement with the City to provide the same amount of funding under the same conditions as described above in (1) and (2) directly to the City, (rather than Capital Metro) to be used for transit investment, and the City will coordinate with Capital Metro on future investments in transit. <p><u>Continued Below</u></p>
							<ul style="list-style-type: none"> • The parties shall work together to develop a Transportation <u>and</u> Parking <u>and</u> Event Plan (including a traffic impact analysis (at the cost of StadiumCo)) <u>that shall be approved by the City consistent with existing and applicable regulations</u>, for which the City agrees to assist in the coordination of all relevant City, Capital Metro, Travis County and State agencies and stakeholder groups. <u>The Transportation, Parking and Events Plan shall address the following: on-site parking opportunities; residential permit parking participation and enforcement for the affected surrounding areas on game days and during major events; clearly defined roles and responsibilities for implementation; and determining standards and enforcement for minimizing impact to surrounding communities related to hours, noise, and other quality of life issues.</u> • PSV may request credit (for the value of transit improvements made, or direct financial contributions for transit) towards any traffic mitigation fees or transit improvements required pursuant to a traffic impact analysis, in accordance with the prioritization of improvements outlined therein.
							<ul style="list-style-type: none"> • The parties shall work together to explore third party and other financing sources for the construction of a new MetroRail Station adjacent to the Site. Such sources may include the City and Capital Metro share of taxes and revenues generated by the Stadium Project and contributions by StadiumCo. <u>The parties acknowledge the strategic value a new MetroRail Station adjacent to the Site could provide the Site and neighborhood. StadiumCo shall design the Site to physically accommodate a new MetroRail Station adjacent to the Site.</u>

Tovo	Tovo 1	New provision: Commitment to Youth - Girls and Boys		<p>The final agreement shall include the Green and Sustainability Terms and detailed youth programming commitments, that shall include specifications such as number of youth (both boys and girls) served, the criteria used to select youth participants and youth programming, and plans regarding outreach and programming for youth from underserved areas.</p> <p>The youth programming commitments shall also include details about how programs will prioritize opportunities for youth who cannot afford to pay to access these programs and activities, as well as details regarding scholarships and financial support for income-eligible youth. The final agreement must return to Council for final approval.</p>	Partial	<p>Slightly modified to eliminate "Green and Sustainability Terms" which are addressed in another section of the Term Sheet. PSV agrees to the balance of the additional language, but cannot agree that the plans will be subject to City approval. PSV must ultimately retain control over its operations. See below for green building and sustainability revisions. A new Youth Commitment section has been added, which reads as follows (note that the final two bullets were in the term sheet but have been moved for ease of reference).</p>	<ul style="list-style-type: none"> • <u>The Lease and Development Agreement shall include a detailed youth programming plan, that shall include specifications such as the targeted number of youth (both boys and girls) served, plans for the criteria used to select youth participants and youth programming, and plans regarding outreach and programming for youth from underserved areas.</u> • <u>The youth programming plan shall also include details about how programs will prioritize opportunities for youth who cannot afford to pay to access these programs and activities, as well as details regarding scholarships and financial support for income-eligible youth.</u> • <u>PSV has entered into a non-exclusive agreement with Lonestar Soccer Club ("Lonestar") to support Lonestar's Girls Development Academy (120 girls) and Lonestar's Women's Premier Soccer League club (30 girls). PSV has also committed to work with Lonestar on Lonestar's East Austin Campus project which will provide participation opportunities to underserved girls and boys in East Austin. PSV's support shall include direct financial support, coaching, education/development, technical advice, and information exchange for both Lonestar's girls and boys programs. PSV's arrangements are non-exclusive and will not preclude, in any way, PSV entering into similar arrangements with other local soccer clubs and programs. PSV intends to, and is committed to, working with additional local soccer clubs and programs.</u>
		New provision: Commitment to Youth - Girls and Boys				Existing Term Sheet language moved to new section.	<ul style="list-style-type: none"> • The Club will institute a program for girls and boys of Austin area school districts to participate in game related activities (such as pre-game, halftime, or post-game), including presentations and recognition. The Club will have an active registration process where community groups of various ages and disciplines can register to participate or perform in these game related activities. • The Club will invite local girls and boys youth soccer groups to the Stadium to experience the look and feel of a professional soccer stadium and pitch and participate in youth programs.
Tovo	Tovo 2	Vendor Agreements	14	<p>StadiumCo will use their best efforts to use local vendors, goods and labor, subject to competitive pricing and other financial considerations, quality of service and quality of products. <u>Emphasis shall be given to local vendors, goods, and labor. In the final agreement, StadiumCo shall provide the City a detailed plan and methodology for how local vendors will be prioritized in the selection process.</u></p>	Partial	<p>PSV's preference is to use local vendors. First sentence will be added to the Term Sheet. Methodology and implementation shall be determined by the Club. PSV must ultimately retain control over its operations.</p>	<p>StadiumCo will use their best efforts to use, or cause the concessionaire to use, local vendors, goods and labor, subject to competitive pricing and other financial considerations, quality of service and quality of products. <u>Emphasis shall be given to local vendors, goods and labor.</u></p>
Tovo	Tovo 3	Other Lease Issues	11	<p>The City and local public schools shall have, subject to the terms and conditions set forth in the Stadium Lease and Development Agreement, use of the Stadium for up to five in-bowl civic-oriented events and unlimited use of other areas of the Stadium or Site (not in-bowl) for other civic-oriented meetings, conferences, and other similar events not in the bowl, based on availability and as agreed upon by the Club and the City, each for no rental fee and at no additional cost to the City or local public schools.</p>	Yes	<p>The Term Sheet includes language regarding the City's ability to contract is use rights. "The City may contract this right to other public-sector entities such as local school districts, Austin Community College and Travis County." Language modified slightly in term sheet - no change in intent.</p>	<p>The City shall have <u>for if contracted by the City to the public-sector parties below, then such public-sector parties shall have</u>, subject to the terms and conditions set forth in the Stadium Lease and Development Agreement, use of the Stadium <u>and field</u> for up to five (5) <u>in-bowl</u> civic-oriented events and <u>unlimited</u> use of other areas of the Stadium or Site <u>not in-bowl that do not require the use of the field</u> for other civic-oriented meetings, conferences, and other similar events <u>not in the bowl</u>, based on availability and as agreed upon by the Club and the City, each for no rental fee and at no additional cost to the City, <u>or if contracted by the City to the public-sector parties below, then at no additional cost to such public-sector parties, in each case</u> other than direct event expenses.</p>
Tovo	Tovo 4	City's Green Building and Sustainability Recommendations		<p>Add to Green Building and Sustainability Term Sheet, Page 2 - 1.6 Transportation: <u>The Developer shall explore connecting the McKalla site to the Northern Walnut Creek trail.</u></p>	Yes	<p>PSV shall explore connecting the McKalla site to the Northern Walnut Creek trail.</p>	<p>The Site is expected to include just over eight (8) acres of green space, open space and performance areas that will be accessible to the general public year-round during non-event times. <u>PSV shall explore connecting the McKalla site to the Northern Walnut Creek trail.</u></p>
Tovo	Tovo 5	Parking and Other Site Coordination Issues	12	<p>The parties will work together to address certain logistical issues for coordinating event planning and staffing, it being understood that StadiumCo (or the appropriate third party event) will be responsible for costs related to Stadium events and associated with police, traffic control, fire prevention, emergency medical, street cleaning/street trash removal and other municipal resources in the Stadium, on the Site, and off the Site to the extent related to Stadium events other than any MLS or other professional soccer game or event held at the Stadium (it being understood that the City will be responsible for such off-Site resources in respect of any MLS or other professional soccer game or event held at the Stadium).</p>	No	<p>PSV's financial commitment to rent combined with the direct taxes generated by the project are projected by City staff to more than cover all City financial obligations with a surplus.</p>	

Tovo	Tovo 6	Additional Considerations	5	The Stadium will achieve <u>at a minimum</u> a U.S. Green Building Council ("USGBC") Leadership in Energy and Environmental Design ("LEED") Silver certification or an Austin Energy Green Building ("AEGB") Commercial rating of at least two (2) Stars. <u>In the design phase, StadiumCo will collaborate with the City Sustainability Office to work to achieve a Gold certification or three (3) star rating.</u>	Yes		The Stadium will achieve <u>at a minimum</u> a U.S. Green Building Council ("USGBC") Leadership in Energy and Environmental Design ("LEED") Silver certification or an Austin Energy Green Building ("AEGB") Commercial rating of at least two (2) Stars. <u>In the design phase, StadiumCo will collaborate with the City Sustainability Office to work to achieve a Gold certification or three (3) star rating.</u>
Tovo	Tovo 7	Other Lease Issues	11	[...] The City shall maintain liability insurance for its management and events naming StadiumCo as an additional insured. <u>The grounds, open space, meeting space, suites, seats in the arena, conference rooms, atriums, plaza, and trails outside of the Stadium shall remain open to public access when the Stadium and Site are not holding scheduled events.</u>	Partial	Open space, green space and trails and other exterior spaces (e.g. outside of the Stadium) shall remain open to public access when the Stadium and Site are not holding scheduled events. Language included in Other Lease Issues section, with corresponding language added (without value attached to it) in the Community Benefits section).	The City shall maintain liability insurance for its management and events naming StadiumCo as an additional insured. <u>The grounds, open space and trails outside of the Stadium shall remain open to public access when the Stadium and Site are not holding scheduled events.</u>
Tovo	Tovo 8	Other Lease Issues	12	<u>Aside from game days, the City shall approve the annual list of proposed events and number of days that require full closure of the Stadium, parkland, and open space to the general public.</u>	No	StadiumCo intends to make the open space and green space as accessible as possible to the Austin community. The goal is to make this about more than just the Stadium and provide open space and green space in an area of Austin that needs it. PSV requires operational control given the significant private investment and risk.	
Tovo	Tovo 9	New section: Viewing Stations		<u>StadiumCo shall provide free, live, outdoor screenings of each game in public areas throughout the City when weather permits.</u>	Maybe	It is impossible to commit to these types of operational policies at this time.	
Tovo	Tovo 10a	New provision		<u>The City shall retain all control of ancillary developments.</u>	No	PSV's financial commitment to fund construction of the stadium, site preparation, open spaces, parking, transit improvements, combined with the rent and other financial commitments and risk has been made with the understanding that PSV would retain the right to develop a portion of the balance of the property.	
Tovo	Tovo 10b	New direction to City Manager		<u>The City Manager is directed to negotiate with an independent, third party Assured Wetland Delineator, or the equivalent, to determine if there are wetlands, as defined by the Section 404 of the Clean Water Act, located on the 10404 McKalla Place for the property.</u>	Not Applicable	The City has already determined that the site does not have any wetlands.	
Tovo	Tovo 11a	Exhibit 5, Community Benefits	26	3. Complimentary Tickets: <u>Annual</u> donations of 1,700 tickets <u>per game to girls and boys youth-focused organizations</u> directly to the City for recipients and programs designated by the City for 20 matches, valued at \$30 on average per ticket. Total donated value of \$1,457,842.	Yes	Increased the number to 2,000 to reflect 20 matches per season.	Complimentary Tickets: Donations of 100 tickets per game <u>2,000 per year. (City could elect to provide a total of 2,000 tickets per year to girls and boys youth-focused organizations)</u> directly to the City for recipients and programs designated by the City for 20 matches, valued at \$30 on average per ticket. Total donated value of <u>\$1,457,842.</u>
Tovo	Tovo 11b	Exhibit 5, Community Benefits	26	4. Youth Development Academy: Fully-subsidized Player Development Academy for <u>approximately</u> 124 Austin area youth (ages 12 – 19) to earn college scholarships or sign professional contracts (totaling \$1,500,000 per year). Total estimated value of \$36,446,055.	Yes	Moved to be an "Other" category, below the listed Community Benefits, and clarified that total value of Community Benefits (without Youth Development Academy) is \$36,360,896 over 20 years and \$126,402,549 over 50 years, and total value including Youth Development Academy is \$72,806,951 over 20 years and \$253,271,651 over 50 years.	Youth Development Academy: Fully-subsidized Player Development Academy for <u>approximately</u> 124 Austin area youth (ages 12 – 19) to earn college scholarships or sign professional contracts (totaling \$1,500,000 per year). Total estimated value of \$36,446,055.
Tovo	Tovo 11c	Exhibit 5, Community Benefits	26	5. Youth Soccer Clinics: Contribution of \$100,000 per year for 10 <u>girls and boys</u> youth soccer clinics per year <u>and serving approximately 500 youth participants per year</u> (estimated at \$10,000 per clinic). Total cash value of \$2,429,737.	Yes		Youth Soccer Clinics: Contribution of \$100,000 per year for 10 <u>girls and boys</u> youth soccer clinics per year <u>(and serving approximately 500 youth participants per year estimated at \$10,000 per clinic).</u> Total cash value of <u>\$2,429,737.</u>
Tovo	Tovo 11d	Exhibit 5, Community Benefits	26	6. Youth Soccer Camps: Payment of \$12,000 per year for 30 <u>girls and boys</u> youth soccer camp registrations per year (estimated at \$400 per camp). Total cash payments of \$291,568.	Yes		Youth Soccer Camps: Payment of \$12,000 per year for 30 <u>girls and boys</u> youth soccer <u>camp registrations</u> per year <u>(estimated at \$400 per camp).</u> Total cash payments of <u>\$291,568.</u>
Tovo	Tovo 11e	Exhibit 5, Community Benefits	26	7. Youth Club Scholarships: Scholarship awards to 30 Austin <u>girls and boys</u> for soccer club scholarships (\$2,500 est. per scholarship). Total cash payments of \$1,822,303.	Yes		Youth Club Scholarships: Scholarship awards to 30 Austin <u>youth girls and boys</u> for soccer club scholarships (\$2,500 <u>est. estimated</u> per scholarship). Total cash payments of <u>\$1,822,303.</u>
Tovo	Tovo 11f	Exhibit 5, Community Benefits	26	8. Youth Club Donations of Equipment and Gear: Donations of equipment and gear valued at \$50,000 per year to <u>an estimated 500 girls and boys recipients per year across girls and boys</u> youth club and academy teams. Total estimated value of \$1,214,868.	Yes		Youth Club Donations of Equipment and Gear: Donations of equipment and gear valued at \$50,000 per year to <u>an estimated 500</u> deserving <u>girls and boys recipients per year across girls and boys</u> youth club and academy teams. Total estimated value of <u>\$1,214,868.</u>
Tovo	Tovo 11g	Exhibit 5, Community Benefits	26	11. Soccer Field and Futsal Court Construction: Cash investment of \$40,000 per year on average for <u>girls and boys</u> soccer field and futsal court construction and upgrades. Total cash payments of \$971,895.	Yes		Soccer Field and Futsal Court Construction: Cash investment of \$40,000 per year on average for <u>girls and boys</u> soccer field and futsal court construction and upgrades. Total cash payments of <u>\$971,895.</u>

Casar	Casar 1	Real Estate Development on Site	3	<p>StadiumCo will cooperate and provide, upon finalization of the Base Stadium Plan, cause at least 130 affordable housing units to be developed on up to one acre to allow a third party affordable housing expert to develop up to 130 affordable housing units on the southeast portion of the Site or other mutually agreed location, <u>by coordinating with a third party expert with experience in providing affordable housing</u>. The <u>affordable housing units must be rented to, and affordable to, families making 60% MFI or less or sold to families at 80% MFI or less, and the affordable housing units must be available within four years of the issuance of the permanent certificate of occupancy of the Stadium</u>. StadiumCo will discuss, in good faith, contributing financially to the development of such affordable housing through its community benefits commitment on affordable housing outlined in the Stadium Agreements.</p>	Partial	Percentages to be determined in consultation with the third party expert. Language modified slightly into term sheet format - no change in intent.	<p>StadiumCo will cooperate and provide, upon finalization of the Base Stadium Plan, up to one acre to allow coordinate with a third party expert with experience in providing affordable housing expert to develop up to one acre to enable such third party to cause at least 130 affordable housing units to be developed on up to one acre on the southeast portion of the Site or other mutually agreed location, <u>within four years of the issuance of the permanent certificate of occupancy of the Stadium</u>. StadiumCo will discuss, in good faith, contributing financially to the development of such affordable housing through its community benefits commitment on affordable housing outlined in the Stadium Lease and Development Agreement.</p>
Casar	Casar 2	Additional Considerations	6	<p>The Stadium Lease and Development Agreement will address StadiumCo's obligations with respect to:</p> <ul style="list-style-type: none"> • <u>ensuring full adherence to the City's wage and benefit requirements for employees.</u> • <u>ensuring implementation of a labor peace agreement for stadium hospitality, including concessions and ancillary developments such as hotels and restaurants</u>, between all concessionaires and custodial contractors, or their affiliates and subtenants, and any requesting labor organizations which represent or reasonably might represent employees working as part of the Stadium concessions <u>and hospitality</u>. 	Yes		<ul style="list-style-type: none"> • The Stadium Lease and Development Agreement will address StadiumCo's obligations with respect to: <ul style="list-style-type: none"> o <u>ensuring</u> adherence to the City's wage and benefit requirements for employees. o ensuring implementation of a labor peace agreement <u>for stadium hospitality, including concessions and ancillary developments such as hotels and restaurants</u>, between all concessionaires and custodial contractors, or their affiliates and subtenants, and any requesting labor organizations which represent or reasonably might represent employees working as part of the Stadium concessions <u>and hospitality</u>. o ensure <u>ensuring</u>, in coordination with Workforce Solutions, that hiring helps achieve the goals in the Community Workforce Master Plan.
Casar	Casar 3	Parking and Other Site Coordination Issues	13	<p>The Club will with work with the Austin Center for Events (ACE) for the process to establish the event impact area around the Stadium for home games and other large events. This existing ACE process includes working with AFD, APD and Transportation to determine emergency access for fire and police, no parking areas (if and as needed), lane closures or controlled access (if and as needed) and amplified sound permits. The ACE process also includes working with area stakeholders, including all neighborhood associations in proximity to the park as well as businesses and residential buildings (condos/apartments). <u>The Club will make good faith efforts to reach out to surrounding businesses with available parking spaces to create additional event parking. The City shall facilitate with the Club semi-annual "check-in meetings" in the first three years after construction to gather feedback on event planning, parking, and site coordination issues. Meetings shall continue on an annual basis after the first three years.</u> During this process, all parties will work together to make sure that the impact to surrounding residents and businesses is minimized. This includes but is not limited to: no parking signage in neighborhoods and strict enforcement by APD, which also ensures that emergency vehicles can access any resident and managed lanes.</p>	Yes		<p>The Club will with work with the Austin Center for Events (ACE) for the process to establish the event impact area around the Stadium for home games and other large events. This existing ACE process includes working with AFD, APD and Transportation to determine emergency access for fire and police, no parking areas (if and as needed), lane closures or controlled access (if and as needed) and amplified sound permits. The ACE process also includes working with area stakeholders, including all neighborhood associations in proximity to the park as well as businesses and residential buildings (condos/apartments). <u>The Club will make good faith efforts to reach out to surrounding businesses with available parking spaces to create additional event parking. The City shall facilitate semi-annual "check-in meetings" in the first three years after construction to gather feedback on event planning, parking and site coordination issues. Meetings shall continue on an annual basis after the first three years.</u> During this process, all parties will work together to make sure that the impact to surrounding residents and businesses is minimized. This includes but is not limited to: no parking signage in neighborhoods and strict enforcement by APD, which also ensures that emergency vehicles can access any resident and managed lanes.</p>

Casas	Casas 4	Affordable Ticket Programs	15	<p>• The Club will distribute, on average, no less than one thousand (1,000) complimentary seats for each MLS regular season match at the Stadium. Of the one thousand (1,000) complimentary seats issued per MLS regular season match on average, one-hundred (100) will be distributed directly to City of Austin for the purposes of distribution to recipients and programs designated by City of Austin. The designated recipients and programs for the one hundred (100) City of Austin tickets shall be mutually agreed upon by both parties, and both parties shall convene in advance of each season to create a mutually agreed upon list of potential recipients and designees.</p> <p>• The Club will offer up to one-thousand (1,000) additional tickets on average for each MLS regular season match at the Stadium for the purposes of providing affordable ticket options to the public. These options will be tickets offered below regularly listed prices and would be made available publicly through various means, including but not limited to promotions, group ticket prices, special seating sections, and sponsor-supported offers. Two hundred (200) of these additional tickets for each regular season match at the Stadium shall be priced at less than \$20 in the first year, and escalating in price no faster than the local consumer price index.</p> <p>• The Club shall create, or cause to be created, a five (5) person committee (the "Committee") that shall work with the Club to develop affordable programs for the community. Two (2) members of the Committee shall be appointed by the City alone, and one (1) member will be mutually agreed upon by the City and the Club.</p>	Partial	Language modified slightly in term sheet.	<p>• The Club will distribute, on average, no less than one thousand (1,000) complimentary seats for each MLS regular season match at the Stadium. Of the one thousand (1,000) complimentary seats issued per MLS regular season match on average, one-hundred (100) will be distributed directly to City of Austin for the purposes of distribution to recipients and programs designated by City of Austin. The designated recipients and programs for the one hundred (100) City of Austin tickets shall be mutually agreed upon by both parties, and both parties shall convene in advance of each season to create a mutually agreed upon list of potential recipients and designees.</p> <p>• <u>The Club will designate an average of one-thousand (1,000) below-market-price tickets for sale per MLS regular season home match at the Stadium. The below-market-price tickets will be offered below regularly listed prices and would be made available publicly through various means, including but not limited to: Club promotional packages; group ticket packages; designated seating sections (or rows) with below-market-pricing; sponsor-supported offers; or other means that provide buyers with the opportunity to purchase below-market-price tickets. Of the one-thousand (1,000) below-market-price tickets offered per regular season match (on average) at the Stadium, an average of two-hundred tickets (200) per MLS regular season home match will be priced at a rate of twenty dollars (\$20.00) or less, when the Stadium opens. For each subsequent year, the price for the two-hundred (200) tickets may be increased at the Club's discretion at a rate equal to the published U.S. Bureau of Labor's Consumer Price Index (CPI).</u></p> <p>• <u>The Club shall create, or cause to be created, a five (5) person committee (the "Committee") that shall work with the Club to develop affordable programs for the community. Two (2) members of the Committee shall be appointed by the City alone, and one (1) member will be mutually agreed upon by the City and the Club and the remaining two (2) members will be appointed by the Club.</u></p>
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