

## Casar Motion Sheet for Item #19 August 9, 2018 City Council Meeting

I move to amend the proposed "Term Sheet" as follows:

### **Real Estate Development on Site**

- 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 on the southeast portion of the Site or other mutually agreed location, by coordinating with a third party expert with experience in providing affordable housing. The 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. 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.

### **Additional Considerations**

- The Stadium Lease and Development Agreements will address StadiumCo's obligations with respect to:
  - ensuring full adherence to the City's wage and benefit requirements for employees.
  - implementation of a labor peace agreement for stadium hospitality, including concessions and ancillary developments such as hotels and restaurants, 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 and hospitality.

### **Parking and other Site Coordination Issues**

- The Club will 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). 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. 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.

### **Affordable Ticket Programs**

- 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.
- 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.
- 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.