

| MLS Stadium | | | | |
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| City Council Proposed Amendments to City/PSV Term Sheet | | | | |
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| 8/10/2018 | | | | |
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| Council | | | | |
| Member | Amendment No. | Term Sheet Section | Page # | Proposed Amendment |
| 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> |
| 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> |
| 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. |
| Pool | Pool 4 | Club Site Branding and Identification | 17 | 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). |
| 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 share of taxes and revenues generated by the Stadium Project. and contributions by StadiumCo. StadiumCo shall design the Site to physically accommodate a new MetroRail Station adjacent to the Site. |

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| Pool | Pool 6 | new direction to City Manager | | <p><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></p> <ul style="list-style-type: none"> • <u>Austin Independent School District: 67 percent</u> • <u>Travis County: 21 percent</u> • <u>Austin Community College District: 6 percent</u> • <u>Central Health: 6 percent</u> |
| Alter | Alter 1 | Site | 2 | <p>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></p> |
| Alter | Alter 2 | Parking and other Site Coordination Issues | 12 | <p>The parties shall work together to develop a <u>Transportation, and Parking, and Events Plan</u> (including a traffic impact analysis (at the cost of StadiumCo)) <u>that shall be approved by the City</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:</u></p> <ul style="list-style-type: none"> • <u>On-site structure parking opportunities;</u> • <u>Residential Permit Parking participation and enforcement for the affected surrounding areas on game days and during major events;</u> • <u>Clearly defining roles and responsibilities for implementation; and</u> • <u>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 | <p>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 <u>as described below</u>) (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></p> <ul style="list-style-type: none"> • <u>Traffic impact analysis-identified infrastructure other than StadiumCo's roughly proportionate share of such infrastructure and</u> • <u>Unfunded provisions and improvements included in the Transportation and Parking Plan.</u> <p><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></p> |
| Troxclair | Troxclair 1 | Rent | 11 | <p>Commencing with year <u>16</u> 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 \$550,000 <u>\$958,720</u>, escalating at a rate of <u>2 percent annually.</u></p> |

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| 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. |
| 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, <u>structured surface</u> -parking and related facilities ... |
| 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 <u>structured surface</u> parking (except as described below). |
| Troxclair | Troxclair 3.3 | EXHIBIT 1 | 21 | On-Site Parking 1,000 <u>4,000</u> (approximate) |
| 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, 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 <u>up to \$200,000 annually and that StadiumCo will be responsible for costs in excess of that amount annually</u>). |

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| Garza | Garza 1 | Capital Metro, Parking and other Site Coordination Issues | 12 | <ul style="list-style-type: none"> • <u>PSV shall enter into an agreement with Capital Metro to include the following terms prior to site development permit at the City:</u> <ol style="list-style-type: none"> <u>(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.</u> <u>(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.</u> <u>(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.</u> • <u>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.</u> • <u>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. 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 | | <p><u>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.</u></p> <p><u>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.</u></p> |
| Tovo | Tovo 2 | Vendor Agreements | 14 | <p><u>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. 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> |

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| Tovo | Tovo 3 | Other Lease Issues | 11 | The City <u>and local public schools</u> 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 <u>unlimited</u> 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 <u>or local public schools</u> . |
| Tovo | Tovo 4 | City's Green Building and Sustainability Recommendations | | 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> |
| Tovo | Tovo 5 | Parking and other Site Coordination Issues | 12 | 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). |
| 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> |
| 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> |
| 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> |
| 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> |
| Tovo | Tovo 10a | new provision | | <u>The City shall retain all control of ancillary developments.</u> |
| 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> |
| Tovo | Tovo 11a | Exhibit 5, Community Benefits | 26 | 3. Complimentary Tickets: <u>Annual Donations of 1,700 tickets 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. |
| 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. |

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| 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 (estimated at \$10,000 per clinic)</u> . Total cash value of \$2,429,737. |
| 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. |
| 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. |
| 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 youth club and academy teams</u> . Total estimated value of \$1,214,868. |
| 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. |
| Casar | Casar 1 | Real Estate Development on Site | 3 | 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. 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.</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. |
| Casar | Casar 2 | Additional Considerations | 6 | The Stadium Lease and Development Agreement will address StadiumCo's obligations with respect to: <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> |

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| 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> |
| Casar | Casar 4 | Affordable Ticket Programs | 15 | <ul style="list-style-type: none"> • 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. • <u>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.</u> • <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.</u> |