



**AUSTIN CITY COUNCIL
MINUTES**

**SPECIAL CALLED MEETING
WEDNESDAY, AUGUST 15, 2018**

The City Council of Austin, Texas convened in a Special Called Meeting on Wednesday, August 15, 2018, City Hall, 301 W. Second Street, Austin, Texas

Mayor Adler called the meeting to order at 9:24 a.m.

Management Services (Public comment for these items was held and closed on August 9, 2018. No public comment will be taken on these items)

1. Authorize negotiation and execution of agreements with Precourt Sports Ventures, LLC, or its affiliates, related to the construction, lease, and occupancy of a sports stadium and associated infrastructure and development on a city-owned site located at 10414 McKalla Place, under terms outlined in a term sheet.

The motion to authorize negotiation and execution of agreements with Precourt Sports Ventures, LLC, or its affiliates, related to the construction, lease, and occupancy of a sports stadium and associated infrastructure and development on a city-owned site located at 10414 McKalla Place, under the terms outlined in the revised term sheet with responses received by Precourt that indicate “yes” or “partial” as listed in the PSV response to proposed amendments to the term sheet was made by Council Member Garza and seconded by Council Member Flannigan. Those revisions to the term sheet include the following:

Amendment number Pool 1 previously submitted revising the Community Benefits Section: 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 in the absence of agreement, the Club shall provide the community benefit in exhibit 5 during extension terms, as well.)

Council Member Pool amendment number 1 was revised to read: 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). 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.

Amendment number Pool 3 previously submitted revising the Design and Construction Section: 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 and the publicly accessible green space, parkland, open space and performance areas 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.

Council Member Pool amendment number 3 was revised to read: 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 and Site, 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.

Amendment number Alter 2 previously submitted revising the Parking and Other Site Coordination Issues Section: The parties shall work together to develop a Transportation, 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.

The Transportation, Parking and Events Plan shall address the following:

- **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.**

Council Member Alter amendment number 2 was revised to read:

The parties shall work together to develop a Transportation, Parking and Event Plan (including a traffic impact analysis (at the cost of StadiumCo) that shall be approved by the City consistent with existing and applicable regulations, for which the City agrees to assist in the coordination of all relevant City, Capital Metro, Travis County and State agencies and stakeholder groups.

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.**

Amendment number Garza 1 previously submitted revising the Parking and Other Site Coordination Issues Section by modifying the Section heading to include “Cap Metro” and the following language:

- **PSV shall enter into an agreement with Capital Metro to include the following terms prior to site development permit at the City: (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. 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.

Council Member Garza amendment number 1 was revised to read:

- PSV shall enter into an agreement with Capital Metro as soon as reasonably practical to include the following terms: (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.
- The parties shall work together to develop a Transportation, Parking and Event Plan (including a traffic impact analysis (at the cost of StadiumCo) that shall be approved by the City consistent with existing and applicable regulations, for which the City agrees to assist in the coordination of all relevant City, Capital Metro, Travis County and State agencies and stakeholder groups. 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.
- 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. 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.

Amendment number Tovo 1 previously submitted by adding a new provision labeled Commitment to Youth – Girls and Boys and adding the following language:

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.

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.

Mayor Pro Tem Tovo amendment number 1 was revised to read:

- 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.
- 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.
- 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.

Amendment number Tovo 2 previously submitted revising the Vendor Agreements Section: 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.

Mayor Pro Tem Tovo amendment number 2 was revised to read: 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. Emphasis shall be given to local vendors, goods and labor.

Amendment number Tovo 3 previously submitted revising the Lease Issue Section: 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.

Mayor Pro Tem Tovo amendment number 3 was revised to read: The City shall have (or if contracted by the City to the public-sector parties below, then such public sector parties shall have), subject to the terms and conditions set forth in the Stadium Lease and Development Agreement, use of the Stadium and field for up to five (5) civic-oriented events and unlimited use of other areas of the Stadium or Site (that do not require the use of the field) for other civic-oriented meetings, conferences, and other similar events 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 if contracted by the City to the public-sector parties below, then at no additional cost to such public-sector parties, in each case other than direct event expenses).

Amendment number Tovo 4 previously submitted revising the City's Green Building and Sustainability Recommendations: Add to Green Building and Sustainability Term Sheet, Page 2 – 1.6 Transportation: The Developer shall explore connecting the McKalla site to the Northern Walnut Creek trail.

Mayor Pro Tem Tovo amendment number 4 was revised to read: 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. PSV shall explore connecting the McKalla site to the Northern Walnut Creek trail.

Amendment number Tovo 6 previously submitted revising the Additional Conditions section: The Stadium will achieve at a minimum 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. In the design phase, StadiumCo will collaborate with the City Sustainability Office to work to achieve a Gold certification or three (3) star rating.

Mayor Pro Tem Tovo amendment number 6 was accepted as proposed by Precourt Sports Ventures.

Amendment number Tovo 7 previously submitted revising the Other Lease Issues section: [...] The City shall maintain liability insurance for its management and events naming StadiumCo as an additional insured. 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.

Mayor Pro Tem Tovo amendment number 7 was revised to read: The City shall maintain liability insurance for its management and events naming StadiumCo as an additional insured. 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.

Amendment number Tovo 11a previously submitted revising Exhibit 5, Community Benefits: 3. Complimentary Tickets: Annual donations of 1,700 tickets to girls and boys youth-focused organizations 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.

Mayor Pro Tem Tovo amendment number 11a was revised to read: Complimentary Tickets: Donations of 100 tickets per game, 2,000 per year, (City could elect to provide a total of 2,000 tickets per year to girls and boys youth-focused organizations) 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.

Amendment number Tovo 11b previously submitted revising Exhibit 5, Community Benefits: 4. Youth Development Academy: Fully-subsidized Player Development Academy for approximately 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.

Mayor Pro Tem Tovo amendment number 11b was revised to move the item to the “other Category” and read: Youth Development Academy: Fully-subsidized Player Development Academy for approximately 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.

Amendment number Tovo 11c previously submitted revising the Exhibit 5, Community Benefits: 5. Youth Soccer Clinics: Contribution of \$100,000 per year for 10 girls and boys youth soccer clinics per year and serving approximately 500 youth participants per year (estimated at \$10,000 per clinic). Total cash value of \$2,429,737.

Mayor Pro Tem Tovo amendment number 11c was accepted as proposed by Precourt Sports Ventures.

Amendment number Tovo 11d previously submitted revising the Exhibit 5, Community Benefits: 6. Youth Soccer Camps: Payment of \$12,000 per year for 30 girls and boys youth soccer camp registrations per year (estimated at \$400 per camp). Total cash payments of \$291,568.

Mayor Pro Tem Tovo amendment number 11d was accepted as proposed by Precourt Sports Ventures.

Amendment number Tovo 11e previously submitted revising Exhibit 5, Co: 7. Youth Club Scholarships: Scholarship awards to 30 Austin girls and boys for soccer club scholarships (\$2,500 est. per scholarship). Total cash payments of \$1,822,303.

Mayor Pro Tem Tovo amendment number 11e was accepted as proposed by Precourt Sports Ventures.

Amendment number Tovo 11f previously submitted revising Exhibit 5, Community Benefits: 8. Youth Club Donations of Equipment and Gear: Donations of equipment and gear valued at \$50,000 per year to an estimated 500 girls and boys recipients per year across girls and boys youth club and academy teams. Total estimated value of \$1,214,868.

Mayor Pro Tem Tovo amendment number 11f was accepted as proposed by Precourt Sports Ventures.

Amendment number Tovo 11g previously submitted revising Exhibit 5, Community Benefits: 11. Soccer Field and Futsal Court Construction: Cash investment of \$40,000 per year on average for girls and boys soccer field and futsal court construction and upgrades. Total cash payments of \$971,895.

Mayor Pro Tem Tovo amendment number 11g was accepted as proposed by Precourt Sports Ventures.

Amendment number Casar 1 previously submitted revising the Real Estate Development Onsite section: StadiumCo will, upon finalization of the Base Stadium Plan, 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, 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 Agreements.

Council Member Casar amendment number 1 was revised to read: StadiumCo will upon finalization of the Base Stadium Plan, coordinate with a third party expert with experience in providing affordable housing expert 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, 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.

Amendment number Casar 2 previously submitted revising the Additional Considerations Section: The Stadium Lease and Development Agreement will address StadiumCo's obligations with respect to:

- ensuring full adherence to the City's wage and benefit requirements for employees.**
- ensuring 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.**

Council Member Casar amendment number 2 was revised to read: The Stadium Lease and Development Agreement will address StadiumCo's obligations with respect to:

- ensuring adherence to the City's wage and benefit requirements for employees.
- ensuring 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.
- ensuring, in coordination with Workforce Solutions, that hiring helps achieve the goals in the Community Workforce Master Plan.

Amendment number Casar 3 previously submitted revising the Parking and Other Site Coordination Issues Section: 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.

Casar amendment number 3 was accepted as proposed by Precourt Sports Ventures.

Amendment number Casar 4 previously submitted revising the Affordable Ticket Program:

- 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.

Council Member Casar amendment number 4 was revised to read:

- 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 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).
- 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.

A motion to revise Casar amendment 1 was approved on Council Member Casar's motion, Council Member Kitchen's second on a 10-0 vote. Council Member Houston was off the dais. The amendment was to have the item read: Council Member Casar amendment number 1 was revised to read: StadiumCo upon finalization of the Base Stadium Plan, will cause a third party expert with experience in providing affordable housing 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, 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. The affordable housing units must be rented to families making 60% MFI or less or sold to families at 80% MFI or less.

A motion to add a new section relating to Ancillary Developments was made by Mayor Pro Tem Tovo and seconded by Council Member Alter. The motion was to have the section read: "The City shall retain all control of all ancillary developments."

A substitute motion to revise the amendment was approved on Mayor Adler's motion, Council Member Flannigan on an 8-1 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Flannigan, Garza, Houston, Kitchen and Renteria.

Council Member Pool voted nay. Council Members Alter and Troxclair abstained. The amendment was to revise the term sheet section “Real Estate Development on Site” to read:

- The Site shall be used by StadiumCo exclusively for the development of the Stadium Project and related surface parking (except as described below).
- Air rights over and subsurface rights under the Site will be addressed in the Stadium Lease and Development Agreement.
- Ancillary Development by StadiumCo.
 - StadiumCo shall submit any proposal for Ancillary Development to the City for approval. Any Ancillary Development must be by mutual agreement of the parties, with each party having discretion and final approval of the City Council. The City not agreeing to any terms with regards to Ancillary Developments. StadiumCo shall be responsible for the payment of any and all applicable taxes for the Ancillary Development, including property taxes.
 - Ancillary Development includes commercial, retail and residential development and associated parking, to be built within the site.
 - StadiumCo upon finalization of the Base Stadium Plan, will cause a third party expert with experience in providing affordable housing 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, 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. The affordable housing units must be rented to, families making 60% MFI or less or sold to families at 80% MFI or less.

A motion to revise the term sheet, the third bullet point on page 13 under Parking and other Site Coordination Issues was approved with direction to staff on Mayor Pro Tem Tovo’s motion, Council Member Garza’s second on a 10-1 vote. Council Member Flannigan voted nay. The amendment was to revise the section to read: “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.”

Direction to staff was to ensure the correct wording is included that the City will not be responsible for any non-city events.

A motion to revise amendment Garza 1 was approved on Council Member Garza’s motion, Council Member Casar’s second on an 11-0 vote. The amendment was to strike the first sentence after the “(3)”.

A motion to require a performance bond as part of the enforcement mechanisms that are negotiated as part of the agreement was approved on Council Member Alter’s motion, Council Member Houston’s second on a 6-4 vote. Those voting aye were: Mayor Pro Tem Tovo, Council Members Alter, Houston, Kitchen, Pool and Troxclair. Those voting nay were: Mayor Adler, Council Members Casar, Flannigan and Renteria. Council Member Garza was off the dais.

A motion to revise the term sheet, page 11 - Rent by increasing the rent to “\$958,720, escalating at a rate of two percent annually” failed on Council Member Troxclair’s motion, Council Member Pool’s second on a 4-7 vote. Those voting aye were: Council Members Alter, Houston, Pool and Troxclair. Those voting nay were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Flannigan, Garza, Kitchen and Renteria.

A motion to revise the term sheet, the first bullet under Other Lease Issues (Tovo 7) to read: [...] The City shall maintain liability insurance for its management and events naming StadiumCo as an additional insured. 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. StadiumCo should use reasonable efforts to design the site in a way that allows public access to trails and as much of the grounds as possible when a scheduled event is taking place outside. The motion was accepted without objection.

A motion to revise the sixth bullet under the Site section was made by Council Member Alter and seconded by Council Member Pool. The amendment was to revise the section to read: “The City shall be responsible for the remediation and any necessary remediation activities arising from the presence of existing environmental conditions, up to a total of \$500,000.” The motion failed on a 4-7 vote. Those voting aye were: Council Members Alter, Houston, Pool and Troxclair. Those voting nay were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Flannigan, Garza, Kitchen and Renteria.

A motion to revise the term sheet, the second bullet point under Vendor Agreements was approved on Mayor Pro Tem Tovo’s motion, Council Member Pool’s second on an 11-0 vote. The amendment was to have the bullet point read: StadiumCo will use their best efforts to use local vendors, goods and labor, subject to competitive pricing and other financial considerations, quality of services and quality of products. Emphasis shall be given to local vendors, goods, and labor. Six months prior to opening of the Stadium, StadiumCo shall work with the City to develop a process for how local vendors will be prioritized in the selection process.

A motion to amend the term sheet, page 17 under Club Site Branding and Identification was made by Council Member Pool and seconded by Council Member Houston. The amendment was to have the section read: “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, etc.). The City agrees to cooperate reasonably 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 (which shall include review and comment by the City’s Equity Office), it being understood that such materials may include branding from Club sponsors (e.g., naming rights partner or jersey sponsor). The motion failed on a vote of 2-7. Those voting aye were: Council Members Alter and Pool. Those voting nay were: Mayor Adler, Mayor Pro Tem Tovo, Council Members Casar, Flannigan, Garza, Kitchen and Renteria. Council Members Houston and Troxclair were off the dais.

A motion to revise the term sheet, page 6 under Additional Considerations was made by Mayor Pro Tem Tovo and accepted without objection. The section is revised to read: The Stadium will achieve, at a minimum, 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. In the design phase, StadiumCo will collaborate with the City Sustainability Office to work to achieve at a minimum, Gold certification or three (3) star rating.

A motion to add a new section relating to Trail Connectivity to read as follows was made by Mayor Pro Tem Tovo and accepted without objection. The section is to read: “StadiumCo shall consult with Urban Trails staff and Active Transportation staff to explore constructing the portion of the Red Line Tier I trail connecting Red Line Trail from Braker Lane to the 10414 McKalla Place site, including an at grade-separated-crossing over the rail line to provide connectivity to the adjacent neighborhood to the east via Denton Dr., as well as any other connectivity opportunities that would maximize bicycle and pedestrian access to the site.”

Council Member Pool stated that Pool amendments 5 and 6 were being withdrawn.

A motion was made by Mayor Pro Tem Tovo and seconded by Council Member Pool to include the “Draft Sustainability Terms” to the term sheet. The motion failed on a vote of 3-7. Those voting aye were: Mayor Pro Tem Tovo, Council Members Alter and Pool. Those voting nay were: Mayor Adler, Council Members Casar, Flannigan, Garza, Kitchen, Renteria and Troxclair. Council Member Houston abstained.

A motion was made by Mayor Pro Tem Tovo to include in the term sheet, section Additional Considerations under the first bullet the following language “Giving serious consideration to the recommendations as provided in the draft Sustainability Term document”. The motion was accepted without objection.

A motion was made by Mayor Pro Tem to add a new section “Viewing Stations” to read: “StadiumCo will explore the possibility of providing free, live, outdoor screenings of each game in public areas throughout the City when weather permits and especially if the game is sold out.” The motion was accepted without objection.

Direction was given to staff to proceed with the City’s request of a pre-application consultation with the US Corps of Engineers as soon as enough development information makes it feasible.

A motion was made by Mayor Pro Tem Tovo to add “If wetlands or other critical environmental features are determined to exist on the site, StadiumCo commits to designing the stadium and other elements in a manner that is consistent with federal, state and local laws.” The motion was accepted without objection.

A motion was made by Mayor Pro Tem Tovo to add “Any application for development on the Site will be subject to regulations in effect on the date the application is submitted to the City. StadiumCo shall not take advantage of any grandfathering opportunities with respect to rules in place or rights available to StadiumCo prior to a development application.” The motion was accepted without objection.

A motion was made by Mayor Pro Tem Tovo to include the language “Per staff’s recommendation, the current 500-year design storm shall be used as the basis for sizing of required on-site detention for the McKalla site.” The motion was approved as amended below on an 11-0 vote.

An amendment was made by Mayor Adler and seconded by Council Member Kitchen to revise the language to read: "The current 500-year design storm shall be considered in the basis for sizing of required on-site detention for the McKalla site." The amendment was approved on 7-4 vote. Those voting aye were: Mayor Adler, Council Member Flannigan, Garza, Houston, Kitchen, Renteria and Troxclair. Those voting nay were: Mayor Pro Tem Tovo, Council Member Alter, Casar and Pool.

Direction was given by Mayor Adler to staff that performance bond requirements would be applicable only where doing so is reasonably feasible to provide additional assurance of obligations being met, and additional direction was given by Council Member Alter to have the proposed language relating to the performance bond reviewed by people from the State Bar or outside real estate experts.

A motion to delete "and execution" failed on Council Member Pool's motion, Council Member Troxclair's second on a 4-7 vote. Those voting aye were: Council Member Alter, Houston, Pool and Troxclair. Those voting nay were: Mayor Adler, Mayor Pro Tem Tovo, Council Member Casar, Flannigan, Garza, Kitchen, and Renteria.

The motion to authorize negotiation and execution of agreements with Precourt Sports Ventures, LLC, or its affiliates, related to the construction, lease, and occupancy of a sports stadium and associated infrastructure and development on a city-owned site located at 10414 McKalla Place, under terms outlined in a term sheet was approved as amended above on Council Member Garza's motion, Council Member Flannigan's second on a 7-4 vote. Those voting aye were: Mayor Adler, Mayor Pro Tem Tovo, Council Member Casar, Flannigan, Garza, Kitchen and Renteria. Those voting nay were: Council Member Alter, Houston, Kitchen and Troxclair.

2. Council discussion and possible action related to plans submitted in response to Resolution No. 20180628-060 regarding development on a city-owned site located at 10414 McKalla Place. No action occurred on this item.

Mayor Adler adjourned the meeting at 2:04 p.m.

The minutes were approved on this the 30th day of August 2018 on Council Member Garza's motion, Mayor Pro Tem Tovo's second on an 11-0 vote.