



City of Austin

**Leslie Pool, Council Member
District 7**

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Late Backup

COMPARING THE PRE-NEGOTIATION STADIUM PROPOSAL TO THE NEGOTIATED PROPOSAL

PROVISION	PRE-NEGOTIATION PROPOSAL	COUNCIL PRIORITY ²	NEGOTIATED PROPOSAL	MIAMI DEAL COMPARISON
Ownership and Lease				
Stadium Ownership	City	-	City	City
Initial Lease Term	20 years	-	20 years	39 years
*Lease Renewal Term	Three 20-year renewals ¹	-	Three 10-year renewals	Two 30-year renewals
Revenues				
*Annual Rent	\$1	Minimize the loss of potential city revenue.	Years 6-7: \$112,500 Years 8+: \$425,000 (<i>\$550,000 annual payment, less capital repair contribution</i>)	The greatest of the following: (a) Fair market value (b) 5% of rent from ancillary development (c) \$3,577,000 per year
Property Taxes Paid to All Local Governments	No	Minimize the loss of potential city revenue.	No	Yes
*Option for Team to Purchase Stadium and Land	Yes	-	No	-
Stadium Revenue Rights Generally	Team	Examine revenue-sharing opportunities.	Team	-
Parking Revenue Rights	Team	Examine revenue-sharing opportunities.	Team	-
Revenue-Sharing	No	Examine revenue-sharing opportunities.	No	Capital Transactions Fee
Capital Transactions Fee Paid to City	No	Examine revenue-sharing opportunities.	No	1% of gross proceeds
Right to Event Revenues During City-Held Events at Stadium	City	Allow the city to retain revenue from city-held events at stadium.	City	-
Construction				
Construction	Team	Require team to fund construction.	Team	Team
*Construction Fees	City	Require team to fund construction.	Team	Team
Environmental Remediation	City	Minimize the use of city funds.	City	Team
*Site Preparation	City	Require team to fund construction.	Team	Team
*Required Infrastructure	City	Minimize the use of city funds.	City (<i>Team funds "certain" infrastructure, not yet specified</i>)	-

* Denotes a provision that changed between the pre-negotiation proposal and the negotiated proposal.

¹ Legal opinions indicated that a 20-year lease with three 20-year renewals (totaling 80 years) would have triggered a competitive bidding process.

² The "Council Priority" column summarizes the specified outcomes Council listed in Council Resolution 20180628-130.

PROVISION	PRE-NEGOTIATION PROPOSAL	COUNCIL PRIORITY	NEGOTIATED PROPOSAL	MIAMI DEAL COMPARISON
Stadium Design				
Stadium Design Input	City & Team	Establish high-quality design standards.	City & Team	-
Control of Stadium Design Budget	Team	-	Team	-
*AE Green Building/LEED Rating	Two stars (No mention of LEED)	Require team to achieve high AE Green Building and/or LEED ratings.	Two stars (or LEED Silver)	-
*Green Facility Goals	-	Aim for a zero waste, net zero energy, net positive water facility.	"Explore options" to minimize waste, net energy, and net water	-
Labor				
*Comply with the City's Wage and Benefit Requirements	-	Require team to comply with the city's wage and benefit requirements.	Yes	Living Wage
Comply with City's Minority-Owned/Women-Owned Hiring and Contracting Rules	Yes	Require team to comply with city rules regarding M/WBE.	Yes	-
Work with Workers Defense Project to Meet Better Builder Standards	Yes	-	Yes	-
*Implement a Labor Peace Agreement	-	Require a labor peace agreement.	Yes	Yes
*Good-Faith Effort to Achieve Goals in the Community Workforce Master Plan	-	Establish a plan to achieve goals in Community Workforce Master Plan.	Yes	-
Operations and Maintenance				
Stadium Management	Team	Require team to pay for operations and maintenance of the stadium.	Team	Team
*Capital Repairs	Team	Require team to pay for operations and maintenance of the stadium.	Team & City	Team
Property and Casualty Insurance	City	Require team to pay for operations.	City	-
Liability Insurance	Team	Require team to pay for operations.	Team	-
Utilities Responsibility	Team	Require team to pay for operations.	Team	-
*Transportation and Parking Plan	-	Develop a transportation & parking plan.	Yes (Plan still to be developed)	-
Right to Select Concessionaires and Establish Concession Terms	Team	-	Team	Team
Responsibility to Pay for Safety and Cleaning Event Services at the Stadium	Team	Require team to pay for operations.	Team	-
Responsibility to Pay for Safety and Cleaning Event Services Outside Stadium	City	Require team to pay for operations.	City	-
Relocation				
*Non-Relocation Agreement	-	Use financial penalties to restrict team from relocating.	Yes (Provisions still to be determined)	-

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PROVISION	PRE-NEGOTIATION PROPOSAL	COUNCIL PRIORITY	NEGOTIATED PROPOSAL	MIAMI DEAL COMPARISON
Training Complex				
Land	No terms available	-	No terms available	-
Development	No terms available	-	No terms available	-
Operations	No terms available	-	No terms available	-
'Community Benefits'				
Affordable Housing (Provided by Third Party)	Up to 130 units	Require at least 130 units of affordable housing.	Up to 130 units	-
*Number of Rent-Free Uses Allowed for Public Sector Annually ²	Two	Retain the greatest possible city use of stadium rent-free.	Five	-
MetroRail Station Responsibility	City & CapMetro	Require team to fully fund a rail station.	City & CapMetro	-
On-Site Park Development & Maintenance ²	Yes	Dedicate a portion of the site as accessible open space.	Yes	Yes
Off-Site Parks Funding	-	-	-	Yes
Authority to Program Public Parkland	Team	Dedicate a portion of the site as accessible open space.	Team	-
Complimentary Ticket Donations ²	Yes	Provide complimentary tickets.	Yes	-
Non-Profit Donations ²	Yes	Obtain significant community benefits.	Yes	-
Youth Soccer Camps and Clinics ²	Yes	Provide support of youth soccer.	Yes	-
Youth Soccer Scholarships ²	Yes	Provide support of youth soccer.	Yes	-
MLS Academy ²	Yes	Provide support of youth soccer.	Yes	-
Equipment and Gear Donations ²	Yes	Provide support of youth soccer.	Yes	-
Meeting Space Uses ²	Yes	Retain the greatest possible city and non-profit use of stadium rent-free.	Yes	-
Soccer Field & Futsal Construction ²	Yes	Provide support of youth soccer.	Yes	-
Volunteer Hours ²	Yes	Obtain significant community benefits.	Yes	-
Food Service Fundraising ²	Yes	Obtain significant community benefits.	Yes	-
Local Food & Beverage Opportunities ²	Yes	Obtain significant community benefits.	Yes	-
Team Name and Mascot Selection	-	Establish a community process for selecting the team name and mascot.	-	-
Community Benefit Commitment Annual Growth Rate ²	2%	Obtain the best possible financial return and community benefits.	2%	-

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² The term sheet only specifies that the ultimate agreement over community benefits will cover "the initial term;" it does not include requirements for the renewal terms.