



Recommendation for Action

File #: 18-2778, Agenda Item #: 19.

8/9/2018

Agenda Item

Agenda Item #19: 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.

COUNCIL MEMBER ALTER'S OFFICE

QUESTION/RESPONSES:

City Council Questions and Answers received by the Economic Development Department and through the Council Agenda Office will also be updated and published to the McKalla Place website www.austintexas.gov/mckalla <<http://www.austintexas.gov/mckalla>>

1. What are the projected direct costs for the city over the first 25 years? At a minimum this calculation should include estimated costs for clean-up, off-site infrastructure, off-site service provision during matches, capital reserve fund contributions, insurance costs, the potential movement of the CapMetro station, and legal representation (in the lead up to the deal and then estimated for advocating for Precourt Sports Ventures (PSV's) tax abatements).

The City has no anticipated direct out-of-pocket expense for the project. The negotiated rent payment takes into account any City responsibilities and risks associated with development and operation of the stadium, as outlined in the term sheet.

-Environmental Remediation: Anticipated: \$0. In 2006, extensive remediation to the site occurred, resulting in environmental clearance to an industrial/commercial land use standard. In June 2017, the Texas Commission on Environmental Quality (TCEQ) issued a final closure letter for unrestricted/residential land use.

-StadiumCo is responsible for any necessary infrastructure (i.e. utility connections, upgrades) required to build the stadium.

- PSV is responsible for on-site (on the 24 acres) costs related to stadium events associated with typical municipal services; they are also responsible for these costs off site for non MLS/professional soccer games. Per the negotiated term sheet, the City shall be responsible for any offsite (off the 24 acres) Municipal Services. Staff anticipates these costs to be associated mostly with pedestrian and traffic control, and will be determined in more detail during the Traffic Impact Analysis and through the development of the Transportation and Parking Plan.

-Capital Reserve Fund. Per the term sheet, StadiumCo will be responsible for all costs associated with the Stadium Project, including maintenance. Of the \$8.25 million in rent received from the team, the City will contribute \$2.375 million from rent payments to the Capital Reserve Fund over the first 20 year term of the lease. The team will contribute \$1.875 million.

-The stadium will be a City of Austin asset. Insurance is estimated to be \$3M over the 20 year term. The City

would follow standard procedure which is to purchase property insurance for all owned and leased facilities. The tenant will cover all operating related insurance.

-Council authorized negotiation and execution of a contract with Greenberg Traurig, LLP for legal services related to the development of a soccer stadium on City-owned land located at 10414 McKalla Place in an amount not to exceed \$200,000. 20180628-117.

2. What is the calculated city subsidy which consists of the market lease value (\$1.9 million per year plus an assumption on the annual increase in rents) as well as the tax revenues (city and all other entities) foregone for a \$200 million stadium over a 25 year period?

The Fair Market Value Appraisal lease is based on a dense, mixed-use development, not a publicly owned soccer stadium and park. All publicly-owned major league sports facilities in Texas are exempt from property tax. The site is currently tax exempt, therefore, there is no subsidy.

3. In two recent contracts we recently agreed to lease property for various city departments. One of these was for our Municipal Court and the other collectively for multiple departments (including Code). For each case, please provide details on how much we are paying annually for each lease, how much square footage we are getting, how many parking spaces come with each lease and how much acreage our lease covers.

Rent on a publicly owned soccer stadium and park is not comparable to an office lease.

4. Please explain what mechanisms the city has to hold PSV accountable for providing the community benefits listed in Exhibit 4. In addition, what legal import do the exhibits shown within the term sheet have? What obligations would PSV have to deliver on those benefits in similar or greater magnitude? In addition, what annual reporting requirements are mandated?

The community benefits will become a condition of the lease. Failure to perform on lease terms will be grounds for termination of the lease, subject to notice to cure. It is anticipated the lease will require annual reporting subject to audit.

5. In the highlighted community benefits in Exhibit 4, \$1.5 million annually is accounted for by PSV's farm team training program, focused on Austin area youth. Please clarify how many different youth are expected to participate during the first 25 years. PSV's team is a professional male soccer team - is this training program limited to and/or primarily focused on young men? Will young women be able to participate at equal levels? Does MLS require each team to set up this kind of training academy?

This information has been provided to PSV.

6. Please explain how many stadium centered events are allowed a year. The terms mention 20 matches and 5 city/public events. Are other large scale events allowed? Please provide any other additional information that would help us understand whether the full stadium events are limited to 25 or if PSV (or the city) can rent out the stadium for other events beyond the 25. If additional events are possible, please clarify who bears the costs of such events.

PSV/StadiumCo has the right to produce as many events as they wish. They anticipate a similar number of non-soccer events as soccer events (17).

7. There is some discussion of conference rooms and other facilities within the stadium that may be rented, but no detail on how often they may be rented or the size of these facilities. Please provide details on other types of events and their sizes.

From PSV: The site will be utilized throughout the year for a variety of ticketed and non-ticketed events. Various areas will be utilized more than others. Green space, open space and performance areas will be open to the general public during non-event days throughout the year. The stadium lounges and meeting spaces will be utilized for meetings, banquets, weddings, conferences, etc. The stadium bowl will be utilized for soccer matches, other sporting events (including professional, collegiate, high school, amateur, etc.), concerts, cultural, community oriented events, etc. In order to make the project feasible and to maximize the economic and fiscal impacts of the project, the stadium agreement will provide maximum flexibility to host events on the site, without a cap.

8. Please provide an estimate of the off-site costs to be born by the city for the 20 matches. Please also specify how much we will have to spend for a single match for these off-site costs.

The team is responsible for on-site (on the 24 acres) costs related to stadium events associated with typical municipal services; they are also responsible for these costs off site for non MLS/professional soccer games. Per the negotiated term sheet, the City shall be responsible for any offsite (off the 24 acres) Municipal Services. The City anticipates these costs to be associated mostly with pedestrian and traffic control, and will be determined in more detail during the Traffic Impact Analysis and through the development of the Transportation and Parking Plan.

9. Please explain how the term sheet addresses concerns for parking in the area.

The parties shall work together to develop a Transportation and Parking Plan (including a traffic impact analysis), 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 plan will be based on the transportation plan developed for PSV's proposal dated June 1, 2018. Resulting from discussions with Capital Metro, the term sheet includes a provision that the site will be transit ready. Parties will work together to explore 3rd party and other financial sources for the construction of a new metro rail station adjacent to site.

10. If there are only 1000 parking spots and if parking is spread throughout neighboring areas who is responsible for directing traffic, PSV or the city?

StadiumCo is responsible for all costs related to municipal services in the Stadium and on the Site in all cases. They are also responsible for those costs off-Site in relation to non-soccer-game events. The City, therefore, is responsible only for off-Site municipal services related to professional soccer games. The estimated cost is \$150,000 annually.

11. What does it mean to say "reasonably approved by the city" when discussing ancillary development on the site?

Standard legal term meaning any ancillary development will need to meet current regulations and be deemed compatible with other development on site. In addition, the City would follow practices established in previous redevelopment of multi-use developments.

12. Please specify what off-site infrastructure the city would be obligated to provide and fund, including estimated costs.

StadiumCo is responsible for any necessary infrastructure (i.e. utility connections, upgrades) required to build the stadium.

13. When could we reasonably expect a ruling by TCAD or another governmental entity on the tax status of the arrangement? If that process takes time and the ultimate ruling is that the stadium is not exempt, according to the terms will the city be reimbursed for any costs incurred in the interim?

All publicly-owned major league sports facilities in Texas are exempt from property tax. If TCAD determines that the structure of this deal is not tax exempt, PSV/StadiumCo is responsible for tax payments.

14. Please explain what it means for StadiumCo to not pay sales and use taxes on construction that falls under the category of tangible personal property. How much revenue are the city and other entities foregoing from that?

Under State Law, construction materials used for Public Works Projects are sales tax exempt. Assuming \$150 million hard costs for the stadium, the sales tax exemption is worth \$12,375,000.

15. Please provide details on what StadiumCo would have to pay in taxes to all relevant local tax levying governmental units on a \$200 million stadium in the absence of a tax exemption.

Under State Law, all publicly owned professional sports facilities are exempt from property tax. If it was determined that the stadium was not tax exempt, Stadium Co would be liable for all tax payments. Assuming a \$200 million assessed value for the stadium, property taxes would be the following at current tax rates:

Estimated Assessed Value	Total Tax Rate (all jurisdictions)	Total Annual Property Tax	City Tax Rate	City Annual Property Tax
\$200,000,000	.02213985	\$4,427,970	.00444800	\$889,600

16. What physically falls under the "stadium" in terms of the site? For instance, is the park to be developed by PSV or by the city?

The entire site is to be developed and operated by PSV/StadiumCo at their expense.

17. How much total is the city expected to contribute to the capital reserve fund over 25 years? How much is PSV/StadiumCo expected to contribute to the capital reserve fund over 25 years?

Per the term sheet, StadiumCo will be responsible for all costs associated with the Stadium Project, including maintenance. Of the \$8.25 million in rent received from the team, the City will contribute \$2.375 m from rent payments to the Capital Reserve Fund over the first 20 year term of the lease. The team will contribute \$1.875 m. The stadium will be a City of Austin asset.

18. Please explain the respective roles of the term sheet and the stadium agreements in this process. In addition, please clarify whether the council will have an opportunity to approve the stadium agreements. The term sheet indicates MLS has the right to review the stadium agreement but appears silent on the council role.

Council Item 20180809-19 is posted for: 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.

19. The term sheet seems silent on the number, type, and salary levels of jobs to be created. Why is that? All of our other incentive programs seem predicated on jobs delivered. What number, type, and salary level of job do we expect to be created and/or is PSV/StadiumCo obligated to deliver?

The McKalla Place Stadium project (20180809-19) is not an incentive program. Please see PSV's June 1, 2018 proposal for estimated employment impacts.

20. Please explain whether and to what extent PSV is obligated to located its practice fields or its offices in Austin. Also, please explain what commitments the city is being asked to make with respect to the practice fields.

PSV is exploring options for practice facilities and headquarters, but is currently focused on the McKalla Place Stadium agreement. The preference is to have the practice facilities and headquarters co-located within City of Austin limits, but may be located in the Austin Metro area outside of city limits if a suitable location cannot be found in City limits..

MAYOR PRO TEM TOVO'S OFFICE

QUESTIONS/RESPONSES:

1) Please provide an estimated range for remediation costs (were additional remediation measures determined to be necessary and understanding that costs would be determined by the actual situation). [page 2/25]

Environmental Remediation: Anticipated: \$0. In 2006, extensive remediation to the site occurred, resulting in environmental clearance to an industrial/commercial land use standard. In June 2017, the Texas Commission on Environmental Quality (TCEQ) issued a final closure letter for unrestricted/residential land use. Risk Level: Low.

2) Please provide details about the 8 acres of "green space, open space and performance areas" accessible to the public. Will the green space and open space include walking/biking trails? Will it include other amenities, and if so, what? When will the space be available? Are the "performance spaces" described here outdoor spaces? Please confirm no charges would be assessed to the public for the use of these spaces.

From PSV: The 8 acres of green space, open space and performance areas will include 3/4 of mile of trails and 1 ¾ miles of sidewalks. Other amenities could include food, beverage, and retail opportunities, but none of this is specifically known right now. The site will be accessible to the general public year-round during non-event times when the stadium project is completed, which is now expected to be April 2021. There is one area specifically designed performance space for concerts and other events, which could host events ranging from 30-3,000 attendees. There will also be open parking lots which could host music and cultural festivals. Green space and open space areas will be accessible at no charge during non-event times. Some outdoor shows in the performance area might be free to the public, while others could charge admission.

3) Likewise, another bullet refers to a portion of the site being "accessible by the public for the enjoyment, health, comfort, welfare, and leisure activities, and special events." [3/25] Is this space in addition to what is described in the bullet on page 2? If so, please characterize this space and describe how and when it will be accessible to the public.

From PSV: This is the same 8 acres. We envision a variety of scheduled events, recreational activities, and

spontaneous park usage during daylight hours. Please see the two attached pages for illustration.

4) Does StadiumCo or another entity plan to program or to collaborate with another entity to program any of the open space for free public events?

From PSV: That is quite possible, but those operational decisions are not yet known. PSV would attempt to maximize community enjoyment, economic impact and revenue generation.

5) Please provide a range for estimated monitoring costs for design and construction. [4/25]

This function is anticipated to be performed by existing permanent City of Austin staff as part of regular duties.

6) Do the terms have StadiumCo paying for the costs of monitoring associated with the Better Builder program?

StadiumCo Lease and Development Agreement will have provisions for monthly reporting from StadiumCo regarding its progress with the Better Builder program, MWBE, etc.

7) Provide details about invitations to youth soccer groups to visit the site. [7/25]

From PSV: Although operational specifics are not yet known, possible concepts could range from pre-scheduled stadium tours to free skills clinics hosted on the stadium pitch to complimentary tickets to matches to player visits. The opportunities are almost unlimited.

8) Has StadiumCo approached Pickle Elementary and other nearby schools or the school district(s) to discuss planned or proposed collaborations?

From PSV: PSV has reached out to local schools/districts to discuss potential collaborations for parking and shuttle service. PSV intends to reach out regarding additional collaborations once they develop their operational plan should the project be approved. Once the team is here it could include school visits by players and coaches, training, etc.

9) The 5th bullet on page 8/25 spells out the disposition of any surpluses. Please explain the line: “. . . if such cost exceeds \$190 million, then PSV may determine how to otherwise apply such surplus.” If the costs were in excess of \$190 million, what would be the circumstances under which there would be a surplus? [8/25]

The stadium budget is \$200 million, including a \$10 million contingency. This provision is intended to not allow PSV to value engineer below \$190 million.

10) Describe scenarios under which the City would become responsible for increased costs. The language suggests that these could be costs associated with safety, zoning, and city approval processes. [8/25]

The only increased costs the City would be liable for would be costs associated with discriminatory regulations targeted specifically at the stadium project or discretionary changes the City requests after the plan has been finalized.

11) Provide information about how insurance is handled in other leases of city sites or facilities. [11/25]

Liability Exposures and Workers Compensation (slips/trips/3rd party bodily injury or property damage): The tenants shall maintain automobile and general liability insurance naming the City as additional insured for the lease of the city-owned facility and all of their events. The City requires tenants to maintain workers' compensation coverage. If the City is using the facility for a civic event and COA employees are working on-site the City will be liable for workers' compensation costs for injury to City employees. The City is self-insured for liability and workers' compensation.

Property Insurance: The City purchases property insurance for all owned and leased facilities. The City would add this location to our existing property insurance policy upon City ownership of the facility. The estimated cost of the property insurance is estimated to be \$3,091,440 over the next 20 years.

12) Do the proposed terms suggest that the city would bear the costs of traffic management, public safety, and other costs associated with the games? [13/25]

The City would only be responsible for game day off-site costs. The estimated cost is \$150,000 annually.

13) Please provide information about other revenue-sharing arrangements on city-owned land. [11/25]

Information is being researched by staff in order to provide City of Austin examples.

14) Which entity will pay for signage? [13/25]

This item in the term sheet references directional signage which is standard road signage to direct patrons to the stadium and parking areas. Many jurisdictions, such as the City of Austin have in-house capability to produce these signs. It is standard practice to provide such signs for high visit attractions. The directional signage costs and the payment of such costs will be addressed in the directional signage plan. Annual costs for TxDOT signs are low, at less than \$2,000 per sign.

15) Please explain rationale for having the city assume a higher payment to the Capital Repairs Reserve Fund in years 6 and 7.

The rent payment was negotiated specifically to ensure funds would be made available for a Capital Repairs Reserve Fund. The city contribution from rent leverages additional funds from PSV. The city's share of the Capital Repairs Reserve Fund comes from rent payments (no net new cost to city). Since no rent is paid in years 1-5, years 6 & 7 are catch-up payments.

16) Is the expectation that the discussions regarding the training complex would be concluded prior to the Stadium Agreements? [17/25]

The parties intend to enter into discussions on the training complex prior to the execution of the stadium agreements. If the training complex involves additional city land, a separate agreement would be brought forward for Council approval.

17) When would the agreement with regard to the community benefits be drafted? [17/25]

The term sheet has been updated to incorporate the community benefits requirement into the Stadium Lease

and Development Agreement.

18) Exhibit 3 is titled "Approved Architects and Contractors." Are these city-approved architects/contractors? [23/25]

Yes. The list of pre-approved architects and contractors was provided by PSV.

19) What will the ticket price range be, and will StadiumCo offer discount tickets to youth soccer players and students from area colleges and universities?

From PSV: Pricing will be determined, but will be comparable to other MLS clubs and will include a broad range of prices to meet the demand of fans. There will be group ticket promotions for many area groups - high school, college, soccer clubs, etc.

20) Please indicate how many accessible parking spaces will be available.

International Building Code requires 20 accessible parking spaces per 1000 parking spaces.

21) Please describe where employees will park.

From PSV: The employee parking plan for temporary staff on match days will be developed and will likely include a combination of on-site and off-site parking and shuttle service.

22) Please identify the expected pedestrian routes to and from the stadium and describe the plan for minimizing potential conflict between vehicular and pedestrian traffic upon entrance/exit from the stadium.

From PSV: PSV will work cooperatively with the City and other agencies to develop a Transportation and Parking Plan that will address vehicular, pedestrian, bicycle, etc. routes and coordination.

23) How many non-soccer events does Stadium Co. intend to hold on an annual basis? Will that expected figure be codified or capped in the stadium agreement?

From PSV: The site will be utilized throughout the year for a variety of ticketed and non-ticketed events. Various areas will be utilized more than others. Green space, open space and performance areas will be open to the general public during non-event days throughout the year. The stadium lounges and meeting spaces will be utilized for meetings, banquets, weddings, conferences, etc. The stadium bowl will be utilized for soccer matches, other sporting events (including professional, collegiate, high school, amateur, etc.), concerts, cultural, community oriented events, etc. In order to make the project feasible and to maximize the economic and fiscal impacts of the project, the stadium agreement will provide maximum flexibility to host events on the site, without a cap.

24) #2 Charitable Contributions: How will the organizations be identified who would benefit from this contribution of \$100,000 and who would identify them?

From PSV: The club and its charitable foundation will set up a mission and guidelines for charitable giving. All decisions will fall within that mission. The foundation and the club's community relations department will establish much of this when MLS comes to Austin. It is believed that soccer-related and health and wellness

causes could be supported.

25) #5 Youth Soccer Clinics: How many young people can participate in each soccer clinic? How will participants be selected? Where will the clinics be held? What ages are targeted for these clinics?

From PSV: All of this will be established once the team is operating in Austin. All clinics will be run by soccer experts - trained coaches and players. The club is likely to cooperate with local youth clubs and rec departments to determine many of these factors. These programs will be available for girls and boys and all neighborhoods of Austin.

26) #6 Youth Soccer Camps: How many young people can participate in each soccer camp? How will participants be selected? Where will the camps be held? What ages are targeted for these clinics?

From PSV: All of this will be established once the team is operating in Austin. All camps will be run by soccer experts - trained coaches and players. The club is likely to cooperate with local youth clubs and rec departments to determine many of these factors. These programs will be available for girls and boys and all neighborhoods of Austin.

27) #7 Youth Club Scholarships: What criteria will be used to identify young people for these scholarships?

From PSV: It is believed that interest in soccer and financial need will be two key criteria.

28) #11 Soccer Field and Futsal Court Construction: Who will make decisions about where investments will be made into new or upgraded soccer fields? What criteria will be used to make these decisions?

From PSV: All of this will be established once the team is operating in Austin. The club is likely to cooperate with local youth clubs and rec departments to determine where it would be best to build or refurbish these fields and futsal courts. This infrastructure is intended to make them most widely available for girls and boys and all neighborhoods of Austin.

COUNCIL MEMBER HOUSTON'S OFFICE

QUESTIONS/RESPONSES:

1) Is the Special Events Trust Fund a potential source of funding for the development of a proposed Major League Soccer Stadium on the McKalla Place City-owned land?

The State of Texas Events Trust Fund is not an eligible source of funds for the construction of a Major League Sports stadium or a source of funding for ongoing operations. The requirement that the event cannot be held more than one time per year disqualifies the use of funds for a pro soccer franchise, given that Precourt Sports Ventures has specified that an MLS team will be hosting approximately 17 games at the stadium each year. Major league soccer game regular season games are also not specifically named as events in statute Article 5190.14, Section 5A. Therefore, this activity is not eligible for funding for the Major Events Reimbursement Program. The State of Texas Events Trust Fund may be available on a limited basis for one-time, unique high economic impact events.

For more information, see:

[<https://gov.texas.gov/uploads/files/business/Events_Trust_Fund_Guidelines_3.20.18.pdf>](https://gov.texas.gov/uploads/files/business/Events_Trust_Fund_Guidelines_3.20.18.pdf)

2) If for some reason the City or StadiumCo terminated the lease, what would the City do with a soccer stadium to generate revenue?

In the case of a terminated lease, the City could: seek an alternative tenant (other team / league); lease it to another provider of outdoor entertainment (such as music production company); sell the stadium to another entity (such as a school district or university), or demolish the stadium for redevelopment.

COUNCIL MEMBER POOL'S OFFICE

QUESTIONS/RESPONSES:

1) Please clarify who is responsible for Stadium, site, and off-site municipal service expenses.

StadiumCo is responsible for all costs related to municipal services in the Stadium and on the Site in all cases. They are also responsible for those costs off-Site in relation to non-soccer-game events. The City, therefore, is responsible only for off-Site municipal services related to professional soccer games. The estimated cost is \$150,000 annually.

2) The City and Council will require extensive financial and other information as part of the decision-making process - would either or both entities be good and faithful partners for the City of Austin and its residents to entrust significant levels of public assets to them for a considerable period of time? What does such a partnership look like and who benefits and who doesn't, and who stands to have to clean things up financially if they go awry?

As part of the fact-finding that's essential for the public to achieve a level of comfort with this possible relationship, please have PSV and MLS, as appropriate, send us the following lists and information, to start:

- 1. A list of key executives and their functions and resumes*
- 2. A list of key contacts who will be negotiating with the city, along with their relationship to PSV & with Greenberg-Taurig*
- 3. A list of PSV's and MLS's board of directors and/or advisory board - i.e., the people who make the decisions*
- 4. three trade references, and*
- 5. A copy of 2017 audited financial statements (Income Statement & Balance Sheet)*
 - A copy of the last 3 years of corporate tax returns*
 - A 5-year (GAAP format) proforma on Austin MLS Team operations to include details on stadium revenue and costs, with concert and event revenue specifically separated from soccer revenue, and*
 - A personal financial statement for any owner with 10% interest or greater in the team.*

Please arrange an opportunity for me to review the PSV/MLS proforma financials.

These questions and requests for information have been submitted to Precourt Sports Ventures (PSV). A

representative from PSV will be present at the August 9 City Council Meeting.

COUNCIL MEMBER GARZA'S OFFICE

QUESTIONS/RESPONSES:

1) What is the minimum parking requirement for the stadium?

A stadium is classified as an outdoor entertainment use in the land development code. The minimum parking requirement for Outdoor Entertainment is Schedule B (Director Determination). [Austin Land Development Code 25-6 Appendix A - Tables of Off-Street Parking and Loading Requirements] The Transportation and Parking Plan required in the term sheet would provide the Director the information needed to make the determination.

COUNCIL MEMBER KITCHEN'S OFFICE

QUESTIONS/RESPONSES:

1) Please provide a summary of all city costs and revenues contained in the term sheet.

See attached.

MLS Stadium at McKalla Place

Cost Allocation: Capital Costs

Capital Costs	
Total: \$200 Million	
<u>PSV</u>	<u>City of Austin</u>
\$200 Million	\$0
Arhcitectural/Design	
Site Preperation	
On Site Utility Connections	Site Remediation *
Off-site Utility Connections	
Permit & Development Fees	
Stadium Construction	
Public Green/Open Space	
Public Performrance Area	
Trails / Sidewalks	
Parking	
	<p>* City estimate for remediation is \$0. In 2006, extensive remediation to the site occurred, resulting in environmental clearance to an industrial/commercial land use standard. In June 2017, the Texas Commission on Environmental Quality (TCEQ) issued a final closure letter for unrestricted/residential land use</p> <p>Risk Level: Low.</p>

SITE PLAN CIRCULATION

IT'S ABOUT MAKING CONNECTIONS

- 3,600 ft (0.7 miles) of trails
- 9,000 ft (1.7 miles) of new sidewalk
- 4 vehicular access points
- 1 potential rail station access point



Vehicular & Pedestrian
Access Points

Secondary trails &
sidewalks

Rail Station Access Point
(Optional)

PRIMARY PEDESTRIAN CIRCULATION

SITE PLAN VEGETATION & GREEN INFRASTRUCTURE

ADDING PARK SPACE

- 425 new trees, shrubs and plants
- 4+ ac of vegetated space
- Drought tolerant plants contributing to 50% reduction in water needs
- 1.6 ac of habitat creation
- 2.0 ac pervious paving



MLS Stadium at McKalla Place

Cost Allocation: Estimated Annual Revenue & Expenditures

- Stadium Co is responsible for:
- * Rent payment to City of Austin
 - * All Operating and Mainteance Costs inside stadium, including:
 - * All Operating and Mainteance Costs outside stadium, on the 24 acres
 - * Captial upgrades to stadium ("Cap Ex")
 - * Matching funds for stadium CapEx

- City of Austin is responsible for:
- * Use portion of rent payment received from Stadiim Co for CapEx contribution
 - * Property Insurance
 - * Offsite (outside the 24 acres) municipal services for Soccer events only

City of Austin																				
Revenue/Expenditure																				
	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	YR11	YR12	YR13	YR14	YR15	YR16	YR17	YR18	YR19	YR20
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
<u>Revenue (1)</u>																				
Base Rent	0	0	0	0	0	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000
Sales Tax / Mixed Bevarage (2)	406,895	418,550	432,153	446,198	460,700	475,673	491,132	507,094	523,574	540,590	558,160	576,300	595,030	614,368	634,335	654,951	676,237	698,214	720,906	744,336
Hotel Occupancy Tax	322,426	332,905	343,725	354,896	366,430	378,339	390,635	403,330	416,439	429,973	443,947	458,375	473,272	488,654	504,535	520,932	537,863	555,343	573,392	592,027
Total Revenue	729,322	751,456	775,878	801,094	827,130	1,404,011	1,431,767	1,460,424	1,490,013	1,520,563	1,552,107	1,584,675	1,618,302	1,653,022	1,688,870	1,725,883	1,764,099	1,803,558	1,844,298	1,886,363
<u>Expenses</u>																				
Contribution of Rent to CapEx (3)	0	0	0	0	0	437,500	437,500	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Property Insurance	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Offsite Municpal Services (4)	150,000	153,000	156,060	159,181	162,365	165,612	168,924	172,303	175,749	179,264	182,849	186,506	190,236	194,041	197,922	201,880	205,918	210,036	214,237	218,522
Total Expenses	300,000	303,000	306,060	309,181	312,365	753,112	756,424	447,303	450,749	454,264	457,849	461,506	465,236	469,041	472,922	476,880	480,918	485,036	489,237	493,522
Net Annual Surplus/ (Deficit)	429,322	448,456	469,818	491,913	514,765	650,899	675,342	1,013,121	1,039,264	1,066,299	1,094,257	1,123,169	1,153,066	1,183,981	1,215,948	1,249,003	1,283,182	1,318,521	1,355,061	1,392,841
Cummulative Surplus / (Deficit)	429,322	877,777	1,347,595	1,839,508	2,354,273	3,005,172	3,680,514	4,693,635	5,732,899	6,799,199	7,893,456	9,016,625	10,169,691	11,353,671	12,569,620	13,818,623	15,101,804	16,420,326	17,775,387	19,168,228

(1) Does not include property tax revenue from Ancialliary Development

(2) Capital Metro Trasnportation Authority (Cap Metro) will realize \$9.6 million in additional sales tax over the 20 year term

(3) City will contribute a portion of each annual rent payment from StadiumCo to a CapitalExpenditures Fund ("CapEx"); City funds not used for this contribution

(4) Based on approximately 20 soccer events per year; escalated at 2% per year