

Late Backup M GARZA AMENDMENT – ITEM 19

	<p>and financing of spectator venues specifically designed for other non-soccer professional and amateur sports or entertainment uses.</p> <ul style="list-style-type: none"> • The <u>StadiumCo Stadium Lease and Development Agreement</u> will contain such other reasonable provisions not inconsistent with those herein as are customary for a lease/sublease by a governmental authority of a public facility and for facilities of the same or substantially similar type and usage as the Stadium Project, taking into consideration the market and project financing utilized for the Stadium.
<p>Capital Metro, Parking and other Site Coordination Issues</p>	<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 Metros 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> • The parties shall work together to develop a Transportation and Parking Plan (including a traffic impact analysis <u>(at the cost of StadiumCo)</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>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> • The parties shall work together to explore third party and other financing sources for the construction of a new MetroRail

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.

- 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).
- A reasonable directional signage plan guiding pedestrian, bicycle and vehicular attendees to the Stadium and parking facilities serving the Stadium on public streets shall be developed jointly by the City and the StadiumCo. StadiumCo and the City shall approach other governing bodies as appropriate to request additional directional signage (e.g. Texas Department of Transportation). The directional signage costs and the payment of such costs will be addressed in the directional signage plan.

The City and the StadiumCo shall work in good faith to develop a comprehensive state-of-the-art signage program on-site that is comparable with other recent MLS stadiums. The City acknowledges the strategic and economic importance of the signage program to the long-term viability of the Club and will work to implement a program that is acceptable to the parties. The specifics of the proposed program will be outlined in the Stadium Agreement.

- The City will recognize and refer to the Stadium by its official designated name and will (and will work with other applicable governmental bodies to) provide the Stadium’s primary naming rights partner with customary benefits surrounding the Stadium and Ancillary Development (e.g., inclusion of entitled Stadium name on directional signage, highway signage, etc.).
- The Club will work with the Austin Center for Events (ACE) for the process to establish the event impact area around the ~~stadium~~**Stadium** for home games and other large events. This existing ACE process includes working with

STADIUM EVENT MANAGEMENT