AGENDA

Meeting Type:	S
Date	07-31-1990
SUBJECT	NFL Stadium

City of Charlotte, City Clerk's Office

City Council Meeting 7/31/90
Football Stadium

Sue Mynck ✓
Stan Campbell ✓
Dan Clodfelter ✓
Ann Hammond ✓
Pat McCrory ✓
Jon Mangum
Hoyle Martin ✓
Roy Matthews ✓
Cynthia Patterson ✓
Ella Scarborough ✓
Richard Vinroot ✓
Lynn Wheeler ✓

White - Opening Comments
Not asking for approval
this afternoon

McCrory - Counsel's advice -
Underhill - No problem - need not
be passed at this time,
but Council's decision
(McCrory + Seesbaugh)
Martin
Joy McKithen - Land acquisition
DUKE - 1200 TO 6500 SQ. FT.

Vincent -
Walter Wells AMAZED TO GET IT AT OVERALL
PRICE OF 20.00 SQ FT.
Vincent
Walter Wells - Yes - talked to Joan Rhee
McCrory - Based on new or old tax values
White
McCrory - appraisal versus purchase price
Walter Wells
McCrory
White - would call this as deception - time
Myrick

Underhill - no statute requiring appraisal first

McKeithen - not condemnation

McCrory

White

McCrory

Hammond

Walter Webb

Hammond

White

Caulle - CSX PROPERTY - ED HARRIS - OPTION PRESERVE LIGHT RAIL - $468,819.

Martin - TAKE OUT AD TO PUBLISH EXACTLY WHAT WAS DONE ABOUT FINANCING.

Matthews - ARTICLE IRRESPONSIBLE -

Myrick

Matthews

White - NO INTENTIONS OF ASKING FOR APPROVAL UNLESS EACH COUNCILMEMBER IS COMFORTABLE. PURPOSE TODAY - DISCUSSION & INSTRUCTIONS TO MANAGER (MR THIGPEN

Underhill - 3-17.

Martin

Myrick - take a few minutes &
read documents 4:50
RESUME 5:01
Underhill - WORKING ON SINCE DEC OR JAN
WILL HAVE PARKING LEASE SOON
McKeithen - 2400 SPACES - JOINT w/ DUKE
& RS - WITH REVENUE BONDS
Venrot - restate - mutual mistake -
White
McKeithen - 2400
Patterson -
McKeithen - of 2400 - Duke wants 1100
ownership -
Patterson -
McKeithen - app. $15,m - $8m land
$2m Duke, $1m RS, land - Duke
leases $4m
Matthews - wants write-up of what
McKeithen just said
McKeithen - RS will repurchase what
City bought for surface
parking
Matthews -
McKeithen - Deck adjacent to stadium
400 per level - 4 levels

Vincent
Mathews
Underhill
Wheeler
Hammond
Underhill
Hammond
Underhill
Hammond
McKeithen
Hammond
Scarborough
Underhill
Patterson
McKeithen 5% private use limitation
Patterson
McKeithen
Martin
McKeithen Stan Campbell 5:24
Martin
Clodfelter
McKeithen
Clodfelter
McKeithen 500 NET GAIN

Clodfelter
McKeithen
McCrory
Clodfelter
McKeithen
Clodfelter
McKeithen
Patterson
Clodfelter
McKeithen
Clodfelter
McKeithen
Clodfelter
McKeithen
Martin
McKeithen Mint & 2ND ST.
Mynick
Clodfelter
White
Clodfelter
White
Clodfelter
White
McKeithen #9 2m SURFACE

White

Chatfield 20

McKeithen

Hammond

McKeithen

Hammond

McKeithen

Hammond - who

Underhill

Hammond

OPERATING COST

Matthews. PUBLIC COST OR REVENUES FROM DECK

McKeithen

Matthews

White

Matthews

Campbell - Contamination status

McKeithen - know in October

Campbell

McKeithen

Campbell

Underhill

Campbell

McKeithen

Underhill

Myrick
Vinroot
Myrick
Hammond - Comparison of cost elev surface vs deck
McKeithen
White
Hammond
White
Hammond
Matthews
White
Underhill
White
Vinroot
White — Wheeler gone 5:46
Matthews
White — invested $5,M TRAFFIC control on Coliseum - mostly was cost
Cauble - Coliseum authority pay for traffic control
Underhill
Cauble

Matthews

Patterson

White

Hammond

White

Hammond - measure direct impact on neighborhood

Martin

Myrick

White

Myrick

White

Myrick

White

Matthews - STATE INVESTING SEVERAL MIL TOWARD TRAFFIC CONTROL

Myrick

Matthews

White

McCrory

Hammond

White

Underhill #3

Underhill #4

McCrory
Underhill
Scarborough
Matthews
Underhill
Matthews
Underhill
Matthews
Underhill
Scarborough
Martin
Underhill
Vinroot
Underhill
Scarborough
Myrick 5 + 6
Underhill - ADD WORDS "TO BE" LAST LINE #6
Matthews
McKeithan
Matthews
Martin
Underhill
White
Scarborough

Hammond

Underhill

Clodfelter

Myrick #7

Matthews

Underhill

#8 - Rent

#9

#10

Hammond - M/WBE

Underhill -

Hammond

Underhill

Hammond - NOT SAME AS NORMAL CITY CONTRACTS - PRIVATE PROJECT

Martin

Underhill

Martin

Matthews

Underhill - RS working with Leg Mills

Matthews -

Scarborough

#11

Matthews

Underhill

#12

Scarborough 6.19 P.M. 1035-TAPE 2

Underhill

Myrick

Underhill

Patterson

Martin

Patterson

Scarborough

Matthews

Patterson

Matthews

Vincent

Matthews

Patterson

Matthews

Underhill

Matthews

Martin

Clodfelter

Matthews

Hammond

Patterson

McCrory

#13

Martin

Underhill

#14

Underhill - #13

McCrory

Martin

Underhill

McCrory

Matthews

White

Underhill

McCrory

Myrick

Dick Higgins

Hammond

Vinroot

Hammond

Vinroot

White

#14

#15

Underhill

#16

Underhill

#17 Underhill

Matthews

Summary of the Agreement

#1

#2

#3

#4

Hammond

Underhill

Matthews

Underhill

Myrick

#5

#6

Martin

Myrick

#7

Martin

Underhill

Myrick

White

Patterson - Does manager effect vote on 8/6

White - more than a few days to answer questions.

Patterson

White

Patterson

Scarborough

Vinroot

McLeod - promised Richardson to try to have lease by 8/11

Patterson

White - must be right

McCrory

Martin

Scarborough

Martin

Higgins - CHUCK DUNCAN

Mark Richardson

Myrick - could mgr + staff write something to Observer for print

White - TAPE TO OBSERVER

Martin

Hammond - HISTORIC DISTRICT NOMINATIONS DUE 8/6

APP ON 8/27

ADJOURN 7:04 P.M.

CHARLOTTE

Mayor Sue Myrick *Mayor Pro Tem Cyndee Patterson*

Stanley M Campbell *Hoyle H Martin*
Daniel G Clodfelter *Roy Mattheus*
Ann Hammond *Ella Butler Scarborough*
Pat McCrory *Richard Vinroot*
Tom Mangum *Lynn M Wheeler*

Council Agenda

AGENDA
SPECIAL MEETING OF CITY COUNCIL
July 31, 1990 - 4:00 p.m.

ITEM NO.

1. Review and approval of the following Agreements:

   (a) Lease between the City of Charlotte and Richardson Sports Limited Partnership.

   (b) Use Agreement between the City of Charlotte, Mecklenburg County and Richardson Sports Limited Partnership.

2. Adjourn.

Council Meeting
Notes
7/23/90

NFL STADIUM
BRIEFING SUMMARY
MARCH 21, 1990

BACKGROUND/MAJOR EVENTS TO DATE

1987	• Dec. 15, 1987	-	Public announcement by Richardson Sports (RS) that they intend to seek an NFL expansion franchise.
1988	• Fall, 1988	-	Carolina's NFL Expansion Committee appointed with Henry Faison as chair.
1989	• Jan. 17, 1989	-	CUDC letter to City Manager proposing an uptown location.
	• March, 1989	-	Meeting of NFL owners in Palm Desert, California; Carolina's NFL Expansion Committee chaired by Henry Faison attends to lobby the owners; uptown Charlotte is not among the potential sites under consideration.
	• March, 1989	-	CUDC appoints John Boatwright to chair Committee to pursue appropriateness of an uptown site; Laventhol & Horwath hired by "Boatwright Committee" to assess appropriateness of uptown site; Planning staff begins analysis of uptown sites.
	• May 16, 1989	-	Planning Commission staff submits uptown site analysis.
	• May 24, 1989	-	Laventhol & Horwath "Developmental Issues" report to the CUDC indicating that uptown is a viable location.
	• Jul. 20, 1989	-	Memo from Richard Vinroot to Council advising of other counties' efforts.
	• Sep. 11, 1989	-	KPC Research submits "Uptown Stadium Study" to CUDC.
	• Sep. 11, 1989	-	CUDC stadium committee submits recommendations for an uptown site.
	• Sep. 12, 1989	-	Council votes unanimously to begin negotiations with RS with regard to an NFL stadium in Uptown Charlotte.
	• Sep. 15, 1989	-	City Manager memorandum to Council indicating staff is reviewing the CUDC proposal requested from RS.
	• Oct. 23, 1989	-	Council authorizes staff to continue negotiations with RS and to identify extent of soil contamination on several parcels.
	• Oct. 30, 1989	-	RS memorandum requesting Council to adopt stadium proposal; RS opens the competition for site selection.
	• Oct. 30, 1989	-	Council approves purchase of six parcels; appropriates $79,000.

Prior to Richardson's selection of Charlotte

- Oct. 30, 1989 - County approves concept of joining City and RS in pursuit of Uptown site; County commits to relocating Magnolias Rest Home and other facilities as appropriate.
- Dec. 13, 1989 - City letter to Max Muhleman outlining "10 point" City commitment to project.
- Dec. 15, 1989 - Uptown site selection decision made by RS.
- Dec. 18, 1989 - Council appropriates $500,000.

1990

- January 1990 - County and Hospital Authority negotiate agreement regarding Magnolias Rest Home and warehouse and laundry facilities.
- Jan. 8, 1990 - City Manager memo to Council re: organizing for the project:
  - Project Manager: City Manager
  - Project Liaison: Loy McKeithen
  - Citizens Advisory Group: C. Patterson, R. Vinroot, P. Keber, R. Walton, C. Duncan, J. Boatwright, R. Whisnant, R. Goode, S. Dickson
  - Technical Advisory Group: Finance Director, Budget Director, Planning Director, CDOT Director, City Attorney, City Engineer, Assistant County Manager

Outlines RS activities on site to groups us and of each other way.

- Jan. 8, 1990 - Council appropriates $6,626,000.
- Jan. 11, 1990 - RS letter addressing need to resolve concerns re: 1200 car parking commitment.
- Jan. 12, 1990 - City Manager letter to RS providing City points of contact.
- Jan. 22, 1990 - Council appropriates $1,300,000.
- February, 1990 - County applies for Certificate of Appropriateness to demolish Magnolias Rest Home; County agrees to buy AT&T facility.
- Feb. 1, 1990 - HOK (RS' architects) submits stadium footprint to City enabling the finalization of land acquisition and road realignment plans.
- Feb. 5, 1990 - Council appropriates $2,448,000.
- Feb. 19, 1990 - RS letter to City Manager providing time chart for site preparation.
- Feb. 26, 1990 - Loy McKeithen letter to Elliott Schwartz outlining the City's final position regarding the acquisition of his property; summary of this letter is sent to Council by Henry Underhill on 3/8/90.

(076.1)

CURRENT ISSUES

- **ISSUE #1:** Ability to Finance the Project

  Summary: The City is exploring every possible means to finance its share of the project costs to include land acquisition, demolition and parking.

  Status: Extensive discussions are being held with bond counsel to identify legal means by which the project can be financed. Bond counsel's decision will for the most part hinge on the ability of the City to pledge the property as security for potential lease purchase financers. We anticipate resolving this key issue by March 30th.

- **ISSUE #2:** Budget/Funding

  Summary: Current budget projections total approximately $43 million. However, recent developments favorable to the City related to the Schwartz parcel and to the potential use of on grade versus deck parking might reduce the total budget number to approximately $35 million.

  Status: Potential sources of funding for the $35 million budget include:

• $2 million/year in pay-as-you-go funds used in a lease-purchase mechanism	20.0 million
• Sale of a portion of Coliseum Center's Tract IV	4.0 million
Subtotal	$24.0 million
• Current GAP	$11.0 million

  We anticipate being able to finalize our budget estimates and develop alternative approaches for dealing with the current estimated gap by April 30th. Notes: (1) to date Council has authorized the expenditure of $10.9 million of which $6.3 million has been spent; (2) to date the County has spent approximately $10 million.

- **ISSUE #3:** Roads

  Summary: The State is currently responsible for road construction and funding. Morehead, Graham, Mint and Second Streets plus ramp(s) to 277 will be impacted by the project. The timeframe for road construction is extremely tight and there is concern with coordination between a road contractor working in proximity to the stadium contractor. Timing of State funding may not meet construction needs.

  Status: The State is discussing with Richardson Sports (RS) the possibility of transferring road construction to RS thru the City/RS agreement. State representatives have broached the idea of the City "fronting" the money to accomplish road construction within the schedule in return for the State funding a comparable City project at a later date. We anticipate resolving these issues by April 30th.

- **ISSUE #4:** Parking Commitment

  Summary: The City is responsible for providing 1,200 spaces. Staff is exploring various locations and deck vs. on grade options. Capital cost and revenue projections vary greatly between deck and on grade alternatives.

  Status: Capital costs are being determined. Barton Aschman, a traffic consultant, is in the process of developing revenue projections. The final decision will consider capital costs, revenue projections, land use and RS considerations. We expect to have all information (except environmental) by March 30th and anticipate having a final resolution of this matter by April 30th.

- **ISSUE# 5:** Spur Track Relocation

  Summary: The relocation of the spur track leading to The Charlotte Observer's facilities has both direct cost and "opportunity" considerations as well as road realignment ramifications.

  Status: An alternative which minimizes relocation of the spur and is lowest in cost has significant negative land use impacts on property traversed by the spur. It also may be unacceptable to The Charlotte Observer due to their long range plans for building expansion. A second alternative is being explored which is better from the perspective of land use and pedestrian access to the stadium but is higher in cost. The City is conducting discussions with RS, The Charlotte Observer and other property owners involved.

- **ISSUE #6:** Practice Fields

  Summary: The City is committed to provide a practice field site. The Schwartz site (former scrap yard site in the Third Ward) has been negotiated. A portion near Fourth Street (+4.7 acres) is contaminated. An adjoining (+8.7 acres) site appears to have only minor contamination.

  Status: We are performing environmental testing of the 8.7 acre Schwartz site. We have obtained an estimate of $500,000 to develop a detailed investigation of the entire 13.4 acre Schwartz site and develop a clean-up (remediation) plan to satisfy State requirements. We have identified an alternate potential practice field site and are assessing advantages and disadvantages compared to the Schwartz site.

- **ISSUE #7:** Grainger Site

  Summary: The projected timing of the Grainger relocation (i.e., no earlier than November 1st) misses by at least one full month the "no later than" start-to-grade date mandated by the 21-month stadium construction schedule.

  Status: On 3/21/90, we were advised by Grainger that they have come to terms with the owner of the building into which they are slated to move. However, the vacate date has now been slipped to 11/15/90 - two weeks later than planned. We will continue to work closely with Grainger but this site continues to pose major timing problems.

- **ISSUE #8:** Sites Requiring Remediation

  Summary: In addition to the contaminated portion of the Schwartz site (see issue #6), two sites ("Uptown Parking" and "Younce") will require some degree of remediation.

  Status: The "Uptown Parking" site lies in the direct footprint of the stadium itself. Given that a significant amount of earthwork will have to be done to prepare the field, a coordinated effort to address the remediation may be possible. The "Younce" site is not located directly in the footprint but will still have to be remediated. We anticipate having a better feel for the extent of the remediation that will be required by April 30th.

- **ISSUE #9:** Legal Documents

  Summary: The principal legal documents defining this project will be a development agreement and ground lease.

  Status: Staff is working with RS to finalize the Development Agreement which will be the umbrella document linking the City and RS. The ground lease is the companion document which will contain all of the specific lease provisions. We anticipate being able to finalize both documents in time for Council's June 11th meeting.

- **ISSUE #10:** Land Acquisition-General

  Summary: The process of purchasing or optioning all of the land involved has taken a significant coordinated effort on the part of a number of parties including the City and County.

  Status: Mecklenburg County has taken all of the actions necessary to relocate the satelite jail and has executed a contract with the Hospital Authority to relocate the warehouse and laundry. For our part, the remaining purchases/options to accommodate the stadium itself and the practice fields will be on Council's March 26, 1990 agenda. We are continuing to pursue the acquisition of additional sites for parking and other purposes.

- **ISSUE #11:** Relocation of Utilities

  Summary: The relocation of the various utility lines which are in the path of construction will call for the cooperation and coordination of the various parties involved.

  Status: Discussions are currently underway with Duke Power (who will be the most impacted of all of the utilities) and with Southern Bell to develop an agreement regarding who will pay for the relocation of these utilities.

ISSUE #12: Tightness of Schedule

Summary: The entire project schedule has no slack built in. All of the various events will have to be accomplished on or ahead of schedule for the stadium to be completed by August 1, 1992. This issue is in effect an element - in varying degrees - in all of the foregoing issues.

Status: We have developed preliminary PERT (Project Evaluation and Review Technique) charts to identify early-on those facets of the project which are in the "critical path." Three major events have surfaced as critical:

1. The relocation of Southern Bell's fiber optics line by 9/1/90 (Bell currently projects 10/1/90);
2. The relocation of Grainger by 10/1/90 (Grainger currently projects no earlier than 11/15/90); and
3. The stadium schedule itself which allows only 21 months for construction (items 1 and 2 above exacerbate this already tight schedule).

Every effort will be made to make or improve the already-tight deadlines.

WHERE DO WE GO FROM HERE

1. By March 30th we will:
   a. Resolve the financing issue (issue #1)
   b. Resolve the practice fields issue (issue #6)
   c. Complete the land acquisition issue (issue #10)

2. By April 30th we will:
   a. Finalize our budget plan (issue #2)
   b. Resolve the roads issue (issue #3)
   c. Resolve the structured vs surface parking issue (issue #4)
   d. Resolve the relocation of the spur track issue (issue #5)
   e. Develop the remediation action plan for the contaminated sites (issue #8)
   f. Develop the utility relocation plan (issue #11)
   g. Develop schedule of key events (issue #12)

3. By June 11th we will:
   a. Finalize and place on your agenda the Development Agreement and Ground Lease (issue #9)

(076)

SUMMARY OF LEASE BETWEEN THE CITY OF CHARLOTTE AND RICHARDSON SPORTS LIMITED PARTNERSHIP

Outlined below are the major substantive provisions of the draft of a proposed lease between the City and Richardson Sports Limited Partnership At the current time, some of the actual lease language is still being finalized By definition, this lease will begin at the earlier of commencement of construction of the stadium or the NFL's award of a franchise to Richardson Sports Limited Partnership (RS)

*1 With the participation of the City, Duke Power Company and RS as outlined in the Lease, there shall be constructed, maintained and operated a 2,400 space parking deck located adjacent to the stadium or at any other location approved in writing by RS The spaces will be owned by the City and Duke in proportion to the value of their contributions to the construction of the deck It is anticipated that the City will provide approximately 1,300 of such spaces The City controlled spaces are to be leased to RS pursuant to a yet-to-be approved parking lease

*2 The City and Richardson Sports shall fund their respective costs of developing the traffic flow plan for moving vehicular traffic in and out of the stadium area on event days The City shall be required to provide competent personnel to coordinate, implement and oversee the operation of the plan on any event day and the cost for such coordination, supervision, implementation and enforcement of the plan is the responsibility of the City; however, RS will agree to share a portion of said expenses.

3. The City is required to construct certain infrastructure Such infrastructure, by definition includes, streets, sidewalks, curbs, gutters, sewer and drainage facilities, crosswalks, utilities, traffic signs and signals to the stadium site In addition, the City is to construct facilities suitable for appropriate access between non contiguous parcels of the stadium site and training facilities site

4 The City shall provide off-premises police protection for all events at the stadium at the City's sole cost and expense. The level of police protection to be provided is at the discretion of the City With respect to any NFL-sanctioned event, the City will provide police protection adequate to meet all reasonable NFL requirements Security within the stadium shall be the responsibility of RS and at its expense

5 The term of the lease shall extend for a 49 year period with 2 renewal periods of 25 years each If RS does not begin construction of a stadium or it has not been awarded an NFL franchise on or before December 31, 1993, the lease shall terminate.

6 RS shall have the right to construct a stadium, the practice facilities and other related improvements on the property and to use the property for NFL games and other sporting events, musical concerts and other activities that reasonably may be conducted on the property in the discretion of RS In this connection, RS agrees that without the prior written consent of the City, it will not use the stadium for any event that is expected to have less than 24,000 persons in attendance and that would ordinarily and reasonably be recognized as being better suited to be conducted within the Charlotte Coliseum

7 If RS discontinues use of the property for an NFL franchise because the franchise has been either terminated, transferred to another location or determined by RS to be unprofitable then RS must either purchase the real property or terminate the lease, in which case all rights in the property and improvements shall revert to the City

8 RS shall pay an annual rental in the amount of $1 per year

9. All improvements to the property are to be constructed at RS's sole cost and expense in accordance with plans and specifications as approved by the City

10 In contracting for construction of improvements to the real property, RS agrees to comply with the City's M/WBE Plan to the extent of soliciting bids from lists of minority and women contractors and subcontractors furnished by the City

11 In addition to the parking spaces to be provided as indicated above, the City shall assist RS in locating additional parking spaces adjacent to or in the immediate vicinity of the stadium in order to fulfill the need of RS for 3,700 prime parking spaces

12 RS is responsible for the payment of all ad valorem taxes levied against the leasehold estate The City agrees not to impose any special taxes against the stadium and training facility unless such taxes are generally applicable to all businesses within the Municipal Service District Furthermore, the City agrees not to impose a seat tax based on attendance at stadium events unless such a tax also applies to all admission charges for events open to the public held within the City in facilities which are owned by the public or by private-public ventures

13 In the event of destruction or damage to the stadium, RS has the discretion to rebuild or repair the facilities If RS elects not to rebuild or repair, the lease shall terminate

14. RS has the right to assign its interest in the lease to an affiliate organization or to any other person in connection with the sale, assignment or transfer of the franchise to such person as approved by the NFL If such an assignment occurs, the

assignee becomes responsible for all of the obligations of RS under the lease

15 RS, either upon a termination of the lease as described in paragraph 7 above or at any time after January 1, 2010, shall have the option to purchase the property The sales price shall be as agreed upon by the City and RS but in the event no price can be agreed upon, the price shall be the fair market value of the property, exclusive of the improvements and as if there were no lease, as determined by a jointly selected MAI appraiser In the event RS elects to purchase the property before January 1, 2010, the purchase price shall be not less than $35 million In addition, there are detailed provisions for determining the purchase price in the event the City and RS are unable to agree on the joint selection of an MAI appraiser

16 If during the term of the lease the City receives a bona fide offer from a third party to purchase the property, RS shall be given 30 days to buy the property upon terms and conditions substantially similar to those offered by the third party If RS does not accept such offer within 30 days then its right of first refusal shall terminate and the City shall be free to sell the property to the third party upon the same terms and conditions as offered to RS

17 In addition to the above, there are standard lease provisions regarding insurance, eminent domain, default, indemnity, hazardous materials and notices

*Unresolved issues

SUMMARY OF USE AGREEMENT BETWEEN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY AND RICHARDSON SPORTS LIMITED PARTNERSHIP

Outlined below are the major substantive provisions of the proposed Use Agreement between the City, Mecklenburg County, and Richardson Sports Limited Partnership (RS)

1 As a condition to leasing the stadium site to RS, the City and the County have required that RS make the stadium available for public events of general interest to the community which do not compete with RS events and which do not conflict with RS's use of the stadium Accordingly, such events as a community Fourth of July celebration, a consolidated high school graduation, or any other community event open to members of the general public sponsored in whole or in part by the City or the County would potentially be eligible events

2 Under the Use Agreement the City and the County would submit to RS on an annual basis those events to be held which are reasonably expected to attract more people than can be accommodated in any publicly-owned facility in Mecklenburg County The City and the County would be permitted to use the stadium and related improvements only for those public events meeting such requirements as approved in writing by RS The use of the stadium for a public event would include all areas within the stadium other than executive offices, storage areas, luxury suites, club lounges and other areas subject to exclusive use by licensees or lessees of RS Usable areas would include restrooms, visiting team dressing rooms, emergency medical facilities, concession areas, press boxes, seating areas, concourses, and the like

3 In lieu of rent, the City and the County would reimburse RS for all operating expenses associated with any public event sponsored by the City or County Operating expenses are defined as those costs incurred by RS for utilities, personnel, set up, clean up, repair and maintenance directly or indirectly associated with the holding of the public event

4 The proposed practice fields and training facility on the Schwartz site would not be open for public use However, RS proposes to build a jogging trail and other park-like amenities around the training facility and such amenities will be available for use by the general public during the same hours of operation as City parks

5 The term of the Use Agreement is the same as the lease agreement, that is a 49 year period with 2 renewal periods of 25 years each

6 Concession facilities would be operated by RS during public events and RS would be entitled to any revenues resulting from such operation RS is not to sell any alcoholic beverages during a public event without prior written consent of the City or County

7 The City will operate all parking facilities owned and constructed by the City for stadium events The City would be entitled to any revenues derived from parking for public events