

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM**  
**DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** City Manager

**AGENDA DATE:** June 26, 2012

**CONTACT PERSON NAME AND PHONE NUMBER:** William F. Studer, Deputy City Manager, 541-4252  
Carmen Arrieta-Candelaria, Chief Financial Officer, 541-4293

**DISTRICT(S) AFFECTED:** ALL DISTRICTS

**SUBJECT:**

1. A Discussion and action on a presentation of the Downtown Sports Complex Study as developed by Urban Design+.
2. Discussion and action on a presentation of the financial impacts of a downtown stadium.
3. Discussion and action on a resolution that the City Manager be authorized to sign the Term Sheet as agreed upon by the City of El Paso and Mountain Star Sports Group, LLC, in order to signal the creation of the public/private partnership and the intent of the City Council to construct a public sports facility ("Ballpark") in the event the investors are able to purchase a Triple-A Minor League Baseball Franchise and relocate it to El Paso; that the City Council intends to locate the Ballpark on the site currently occupied by City Hall, Insights Museum, the Community Garden and the supporting parking area fronting on Franklin Street and authorizes the City Manager to take measures to complete the planning for the redevelopment of such site and to take steps to make the site available for the construction, including termination of leasehold interests, and to move forward to formulate long term and short term execution plans for the relocation of City operations from the City Hall site to other locations in the downtown area for the construction of the Ballpark; that the City Manager be authorized to proceed with proposed financing plan to include the possible use of (i) a venue hotel occupancy tax if approved by the voters at a duly-called election; (ii) lease revenue bonds issued by a local government corporation formed by the City; and/or (iii) other debt obligations issued by or on behalf of the City for the construction and development of the Ballpark; and that the City Manager or her designee be authorized to negotiate a contract containing the terms and conditions set forth in the Term Sheet for the construction and future operations and maintenance of the Ballpark and to present it to City Council for consideration upon completion of the negotiations.
4. Discussion and action on a resolution providing for the planning, acquisition, establishment, development and construction of a sports and community venue project and designating the method of financing the project pursuant to Chapter 334 of the Local Government Code.

**BACKGROUND / DISCUSSION:**

1. Discussion and action on a presentation of the Downtown Sports Complex Study as developed by Urban Design+.

Urban Design+ was contracted by the City of El Paso to prepare an El Paso Downtown Sports Facilities Study with the following objectives:

- Identify sites for three major sports facilities: AAA Baseball Stadium; MLS Soccer Stadium; and Multi-purpose Events Arena.
- Minimize takings of private properties – prioritize City-owned properties
- Facilitate fast track development, especially for AAA facility
- Support the continuing improvements in downtown El Paso and create synergies between uses

This report (attached) was finalized on June 19, 2012, and will be presented by Bill Studer, Deputy City Manager.

2. Discussion and action on a presentation of the financial impacts of a downtown stadium.

An internal preliminary financial impact review was conducted by Financial Services Department with input from Engineering, CVB (SMG), Economic Development and First Southwest, the City's Financial Advisors. A brief presentation will be given by Carmen Arrieta-Candelaria, Chief Financial Officer.

3. This Resolution will authorize the City Manager to sign off on the Term Sheet with Mountain Star Sports Group, LLC and establish a public/private partnership for the construction of a ballpark in the event Mountain Star Sports Group can purchase a Triple-A baseball team and move it to El Paso. It further authorizes specific action related to the location of the Ballpark and relocation of the City Hall and affected surrounding locations that are city-owned or controlled. It authorizes the City Manager to move forward with the proposed financing plan which includes various options; and the resolution authorizes the City Manager to enter into negotiations for the construction of the Ballpark and operation and maintenance of the new facility once complete. Various staff will present this item to Council.

**Sports and Community Venue Project Resolution**

4. This Resolution is related to the financing of the possible ballpark as a venue project and the authorization of additional hotel occupancy taxes to help with that financing. Chapter 334 of the Texas Local Government Code (the "venue" statute) requires that before City Council can pass a venue election ordinance, the State Comptroller must first determine that the implementation of the venue project will not have a negative impact on State revenue. The way that is done is that the City Council passes a resolution authorizing the proposed venue project (which will be submitted to the voters) and that resolution is then sent to the State Comptroller for her review and approval. The Comptroller has 15 days to respond but if no response is received in 30 days, it is deemed approved. Passage of the attached venue resolution would allow the City to move forward with the Comptroller approval and thereby position City Council to consider a venue election ordinance at its August 14<sup>th</sup> City Council meeting. Paul Braden, the City's outside counsel, will be on hand to address this item.

**PRIOR COUNCIL ACTION:**

At its May 24, 2012 special meeting, City Council instructed staff and counsel to move forward with a bond election and a venue election to be held on November 6, 2012. This is required to move forward with the venue election.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Carmen Arrieta-Candelaria*

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

## RESOLUTION

**WHEREAS**, the City of El Paso has received an unsolicited proposal by a group of private investors seeking to acquire a Triple-A Minor League Baseball Franchise (“Team”) and locate it in El Paso;

**WHEREAS**, the private investors desire to partner with the City of El Paso to construct and operate a public sports facility (“Ballpark”) in Downtown El Paso in which the Team will be the primary tenant;

**WHEREAS**, the City Council recognizes that the development of a Ballpark in Downtown El Paso will serve as a valuable catalyst for redevelopment of downtown, will create economic activity and jobs, and will enhance the of quality of life for citizens city-wide; and

**WHEREAS**, the City Council desires to work with the private investors to relocate the Team to El Paso and will build the Ballpark.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

1. **Public/Private Partnership.** That the City Manager is authorized to sign the Term Sheet with Mountain Star Sports Group, LLC (“Investors”) attached to this Resolution as Exhibit “A” in order to signal the creation of the public/private partnership and the intent of the City Council to construct the Ballpark in the event the Investors are able to purchase the Team and relocate it to El Paso.
2. **Location of Ballpark.** Having reviewed all the possible sites for the Ballpark, the City Council has determined that the site currently occupied by City Hall, the Insights Museum, the Community Garden and the supporting parking areas fronting on Franklin Street allows for the best redevelopment opportunity and authorizes the City Manager to take measures to complete the planning for the redevelopment of such site and to take steps to make the site available for the construction, including termination of leasehold interests.
3. **Relocation of City Hall.** The City Manager is authorized to move forward to formulate long term and short term execution plans for the relocation of City operations from the City Hall site to other locations in the downtown area to allow for the construction of the Ballpark.

4. **Financing Ballpark Construction.** The City Manager is authorized to proceed with the proposed financing plan, which ultimately may be modified to include the possible use of (i) a venue hotel occupancy tax if approved by the voters at a duly-called election; (ii) lease revenue bonds issued by a local government corporation formed by the City; and/or (iii) other debt obligations issued by or on behalf of the City for the construction and development of the Ballpark.

5. **Final Contract.** The City Manager or her designee is authorized to negotiate a contract containing the terms and conditions set forth in the attached Term Sheet for the construction and future operations and maintenance of the Ballpark and to present it to City Council for consideration upon completion of the negotiations.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2012

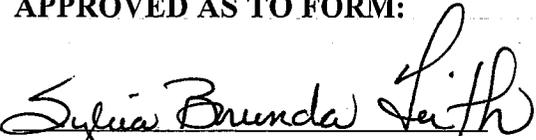
**CITY OF EL PASO**

\_\_\_\_\_  
John F. Cook  
Mayor

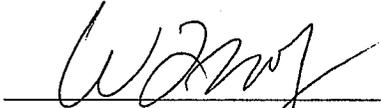
**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Sylvia Borunda Firth  
City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
William F. Studer  
Deputy City Manager, Finance &  
Management Support Services

**Exhibit A****CITY OF EL PASO TRIPLE-A BALLPARK  
TERM SHEET****June 26, 2012**

This Term Sheet sets forth the basic terms of a proposed agreement between the parties with respect to the location, financing, ownership, design, development, construction, operation, use, and occupancy of a public sports facility which will consist of a new, first class, state-of-the art, natural turf, open-air minor league baseball ballpark and related facilities (the "Ballpark") to be located in downtown El Paso, Texas. The parties intend that a Minor League Baseball ("MiLB"), Triple-A team (the "Team") to be acquired by Mountain Star Sports Group, LLC (the "Ownership Group") will be the primary tenant of the Ballpark. The Ballpark will also host various other events including concerts, sporting events, and community oriented events. The parties acknowledge that this term sheet is non-binding and final terms of any proposed transaction will be memorialized in one or more definitive agreements, including possibly a development agreement and a lease, which will govern the proposed transaction and will be subject to approval by each party (collectively such definitive agreements are referred to herein as the "Ballpark Agreement"). This Term Sheet shall terminate unless the Ownership Group or the Club (as defined below) obtains the rights to the Team prior to August 1, 2012.

<b>Parties</b>	City of El Paso ("City") Mountain Star Sports Group, LLC (the "Ownership Group")
<b>Project Ownership</b>	The Ballpark shall be owned by the City (or other City controlled public entity).
<b>Public Facility</b>	To the extent that the Ballpark is not under a contractual obligation to the Team or other entities, specific areas of the Ballpark will be available to the public in a manner to be identified and mutually agreed upon by the parties.
<b>Team Ownership</b>	The Ownership Group shall form and control an appropriately capitalized affiliated entity (the "Club") to own, manage and operate the Team as a MiLB Triple A franchise and to operate the Ballpark.
<b>Ballpark Development</b>	<p>The parties intend that the development and construction of the Ballpark be a cooperative endeavor in which the City and the Club both actively participate and work together to develop a mutually acceptable facility.</p> <p>The City will lead and be responsible for the construction and development of a fully completed and operational Ballpark, meeting all of the requirements of MiLB and of MLB which are imposed on a Triple-A baseball team (including concessions equipment (except smallwares) and all other customary furniture, fixtures, and equipment). The City shall be solely responsible for securing the financing and other funding sources required for the planning, development, and construction of the Ballpark in accordance with the terms hereof. Development of the Ballpark shall be subject to the approvals of the City as required by law. Standards, requirements,</p>

	<p>and timing related to financing, design, development, and construction of the Ballpark shall be established in the Ballpark Agreement. The parties' respective roles and responsibilities (including inspection rights) with respect to the Ballpark shall also be established in the Ballpark Agreement.</p>
<p><b>Ballpark Design</b></p>	<p>The City and the Club will put in place, manage and mutually agree upon a design approval process for the Ballpark whereby the City and the Club will have direct input and will participate in developing a design that meets their respective requirements and achieves the best possible project within the agreed upon program description and Budgeted Cost (see below). The City and the Club shall mutually agree on the selection of a qualified architectural firm or other design consultant to design the Ballpark. The "Quality Standard" for the Ballpark shall be first-class and state-of-the art, comparable to other newly constructed Triple-A ballparks which opened within the last five years. The standard of quality and design of the project shall be comparable, taken as a whole, to the standard of quality used in the design and construction of such facilities. The City and the Club will jointly determine the Ballpark design, plans and specifications (including furniture, fixtures, and equipment), parking and access plans, and the construction schedule and process, which will comply with all legal requirements applicable to the City. The parties shall mutually agree upon a designated set of design and related documents ("Base Ballpark Plan") that shall guide the planning, development and construction of the Ballpark. The City intends to choose a construction method which will minimize the likelihood of cost overruns in excess of the Budgeted Cost while still completing the Ballpark in a timely manner.</p>
<p><b>Budgeted Cost</b></p>	<p>The City and the Club shall determine a mutually acceptable project budget for the design, development and construction of the Ballpark including demolition, site preparation, any necessary land acquisition, associated infrastructure and a reasonable contingency amount, such total cost currently estimated not to exceed \$50 million (the "Budgeted Cost"). The City shall be responsible for payment of the Budgeted Cost, except as expressly stated herein. Any cost associated with specifically requested changes in the scope of the Base Ballpark Plan shall be the responsibility of the party making the request. Otherwise, the City shall be responsible for any cost overruns above the Budgeted Cost (excluding any changes in scope requested by the Club). Each party may retain an owner's representative to oversee the project, the reasonable cost of which shall be included in the Budgeted Cost. The parties may agree to jointly select one owner's representative. Any surplus (i.e. the difference between Budgeted Cost and actual cost) from the construction of the Ballpark shall be utilized to construct additional Ballpark controlled parking, deposited into the Capital Repairs</p>

	Reserve Fund, or deposited into the debt service fund associated with the City's Ballpark financing upon completion of the Ballpark as mutually agreed upon by the parties.
<b>Pre-Development Expenses</b>	Each party shall be responsible for payment of the fees and expenses of their own counsel and other consultants prior to execution of the Ballpark Agreement. Notwithstanding the preceding, third party design and pre-construction expenses incurred prior to the execution of the Ballpark Agreement shall be reimbursed as part of the Budgeted Cost. The Ballpark Agreement shall specify how on-going fees and expenses of attorneys and other consultants associated with the development of the Ballpark shall be paid.
<b>Location</b>	The City intends to locate the Ballpark on the current site of City Hall. To the extent not already owned by the City, the City shall be responsible for acquiring any additional parcels necessary for the development of the Ballpark. Any costs associated with such land acquisition shall be paid as part of the Budgeted Cost. The City shall also be responsible for reasonable infrastructure related improvements required for the development of the site; such costs to be paid as part of the Budgeted Cost. The City may consider other alternative locations in downtown El Paso for the location of the Ballpark; provided any change of location shall be mutually agreed to by the Ownership Group and the City.
<b>Description</b>	<p>The Ballpark shall be a new, first class, state-of-the-art, natural turf, open-air facility that will serve as the home of the Team and will also host concerts, sporting events, and community oriented events. The Ballpark will have the following basic characteristics, and other features and amenities consistent with other new Triple-A ballparks:</p> <ul style="list-style-type: none"> <li>• 7,000 to 9,000 Seats (Including Fixed and Berm Seating)</li> <li>• 20 to 30 Luxury Suites</li> <li>• 250 to 500 Club Seats</li> <li>• Team Office Space</li> <li>• Retail Store</li> </ul>
<b>Schedule</b>	The parties shall work cooperatively and make good faith efforts to open the Ballpark prior to the commencement of the 2014 Triple-A season.
<b>Non-Compete</b>	Except for the existing agreement with the current tenant of Cohen Stadium, the City (or affiliated City entity) shall not operate, or allow others to operate, Cohen Stadium, or any other facility that would accommodate affiliated or independent professional baseball, in competition with the Ballpark. The City shall not extend the existing agreement with the current tenant of Cohen Stadium beyond April 16, 2016. The City (or other City entity) shall not develop, finance, or facilitate the development of any other outdoor concert venue in

	downtown El Paso that will compete with the Ballpark, except for the possibility of an MLS professional soccer stadium.
<b>Lease</b>	The Club shall lease the Ballpark and manage and operate the Ballpark in a first class manner, similar to and consistent with that of other comparable Triple-A ballparks. The Club shall be solely responsible for all aspects of the Ballpark operation.
<b>Term</b>	The Team shall play all pre-season, regular season and postseason home games at the Ballpark, for a minimum initial term of 25-years. The Club shall have the option to extend the term for three (3) consecutive, five-year (5) renewal terms. The City understands that the Team may play a limited number of neutral site games during the course of a MiLB season. During the initial term of the Ballpark Agreement, the Team shall not relocate to another city.
<b>Use and Occupancy</b>	The Ballpark will serve as the home of the Team and will also host concerts, other sporting events, and community oriented events. The Ballpark Agreement shall specify certain dates and terms on which the City will have use of the Ballpark for civic-oriented events at no additional cost to the City other than direct expenses of such use.
<b>Rent</b>	During the initial term, the Club shall pay a fixed rental fee of \$200,000 annually, payable in two (2) semi-annual payments of \$100,000. Such rent shall total \$5,000,000 during the initial term of the Ballpark Agreement. Beginning in Year 2 of the Ballpark Agreement, \$150,000 of such annual rent payments shall be deposited by the City into a Capital Repairs Reserve Fund. The method of calculating rent with respect to any renewal term shall be determined by the parties.
<b>Revenues – General</b>	Except as expressly stated herein, the Club shall market, control and be entitled to receive and retain all revenues, net of taxes, relating to the operations of the Team and the Ballpark, including, but not limited to, revenues generated from Team events, other events, and ancillary revenues.
<b>Parking</b>	While the City acknowledges that parking is critical to the long term operating and financial viability of the Club, both parties also recognize that the bulk of the Ballpark parking will be provided by additional City owned and privately-owned parking lots and garages located in the immediate vicinity of the Ballpark. However, the City shall make commercially reasonable efforts to maximize the number of parking spaces in the immediate vicinity of the Ballpark, including (existing and new) surface parking spaces, and on-street metered parking spaces. The City shall make commercially reasonable efforts to provide parking access to Ballpark patrons, and to maximize parking revenues to be retained by the Club. The parties

	<p>shall work together to develop a strategic plan to address parking in the Ballpark Agreement. In concept, the City shall provide access to, and the Club shall retain all parking revenues from, a minimum of 500 spaces including (1) approximately 200 paved parking spaces at the City-owned lot immediately to the west of the proposed Ballpark site currently referred to as the "City Hall Visitor Lot" and the nearby City-owned lot to the west along West Franklin Avenue at no cost to the Club; and 2) approximately 300 parking spaces in the aggregate from a combination of the Civic Center garage (no less than 200 spaces) and the Union Pacific Transit Terminal garage. The Club shall be provided at least 400 spaces from a combination of #1 above and the Civic Center garage. To the extent spaces are obtained under #2 above, the Club shall pay \$1.00 per parking space utilized per Ballpark event. The Club shall determine the pricing for parking for all Ballpark events at the Ballpark parking facilities identified in 1) and 2) above and retain parking revenues associated with such Ballpark parking spaces.</p> <p>With respect to the remaining spaces at the Civic Center garage and the Union Pacific Transit Terminal garage, during Ballpark events, the City and the Club shall divide the net parking revenues from such garages equally for daily parking fees collected during the period beginning one hour before the Ballpark event through one hour after the start of the Ballpark event. During Ballpark events, the parties shall mutually agree on applicable parking rates which will reflect market rates.</p>
<b>Naming Rights and Advertising</b>	<p>The Club shall have the exclusive right to market, sell, and retain all naming rights and advertising revenue within the Ballpark, including the exterior of the Ballpark; provided, however, that such advertisers or naming shall not (i) include racial epithets, barbarisms, obscenities, names relating to any tobacco products, sexually-oriented businesses or enterprises or containing any overt political reference; (ii) otherwise reasonably cause embarrassment or disparagement to the City; or (iii) include the name of another political subdivision or governmental authority.</p>
<b>Premium Seating</b>	<p>The Club shall have the exclusive right to market, sell, and retain all premium seating revenue and license fees (luxury suites, boxes, club seats, etc.).</p>
<b>Concessions</b>	<p>The Club shall have the exclusive right to select and to establish the contractual terms for all Ballpark concessionaires and to market, sell, and retain all concessions revenue from all events held at the Ballpark.</p>
<b>Merchandise</b>	<p>The Club shall have the exclusive right to market, sell, and retain all merchandise revenue from all events held at the Ballpark.</p>

<b>Vendor Agreements</b>	The Club shall be solely responsible for identifying and entering into third party vendor contracts for the Ballpark.
<b>Directional Signage</b>	A reasonable directional signage plan guiding attendees to the Ballpark on public streets shall be developed by the City and the Club. The Club and the City shall approach other governing bodies as appropriate to request additional directional signage (e.g. Texas Department of Transportation).
<b>Event Expenses</b>	The Club shall be responsible for any and all game day expenses associated with Team games and other events hosted by the Team or MiLB (such as the All Star game, MiLB post-season games, international games, etc.).
<b>Operating Expenses and Maintenance</b>	The Club shall be responsible for all operating expenses and routine maintenance and repairs of the Ballpark. The Club shall operate and conduct routine maintenance of (or cause others to operate and conduct routine maintenance) the Ballpark in a safe, clean, attractive, and first class manner comparable to that of other Triple-A facilities. The Club shall operate (or cause others to operate) the Ballpark in a manner that is consistent with all applicable requirements imposed by Triple-A rules and regulations. The City shall have a right to periodically audit or assess the status of the Ballpark's condition. The City shall have the right to approve any third party management company engaged by the Club to manage the operations of the Ballpark, such approval shall not be unreasonably withheld. Third party management shall not include a management company which is an affiliate of the Club.
<b>Capital Repairs</b>	During the initial term of the Ballpark Agreement, the City shall be responsible and pay for all capital repairs, replacements, and improvements to the Ballpark. The Ballpark Agreement shall identify the specific category of capital repairs, replacements, and improvements for which the City will be responsible. The amounts in the Capital Repairs Reserve Fund (or other City sources) shall be used to fund such capital repairs, replacements, and improvements. The City shall make (or cause others to make) such capital repairs, replacements, and improvements such that the Ballpark remains a safe, clean, attractive, and first-class facility comparable to that of other Triple-A facilities of similar design and age, ordinary wear and tear excepted, and on a basis consistent with all applicable requirements imposed by MiLB and Triple-A baseball and with the original design and construction plan for the Ballpark. The City shall use the Capital Repairs Reserve Fund (or other City sources) to make such capital repairs, replacements, and improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, foreseen or unforeseen, in a prompt and timely manner.

<b>Insurance</b>	The City shall maintain any and all insurance policies, warranties, and other similar policies as may be appropriate for the Ballpark and its components, including casualty insurance. The City may elect to self-insure against deductibles. The Club shall maintain liability insurance for its management and events naming the City as an additional insured.
<b>Utilities</b>	The City and Club shall each pay one half of annual water and sewer costs associated with the operation of the Ballpark. The City shall make commercially reasonable efforts to provide reclaimed, treated wastewater ("purple pipe" water) to the Ballpark for irrigation purposes. The City shall pay for electric expenses associated with the operation of the Ballpark; provided, however, the Club shall reimburse the City for such electric expenses. The Club shall pay for all other utilities associated with the operation of the Ballpark.
<b>Municipal Services</b>	Customary police, traffic control, fire prevention, emergency medical, street cleaning/street trash removal, and other similar City-based services, outside of the Ballpark, for all Ballpark events shall be provided and paid for by the City (using City employees or contract services, as determined by the City), at a general level and manner reasonably determined appropriate by the City for Ballpark events. The City shall be responsible for any and all costs incurred for such municipal services provided outside of the Ballpark for Ballpark events. The Club shall pay for security, emergency medical, and other required services inside the Ballpark (using City employees, Club employees or contract services, as determined by the Club). The Club and the City shall cooperatively determine appropriate staffing levels for security and traffic. The City shall use a "reasonableness standard" in determining appropriate staffing and service levels for outside the Ballpark. The Club shall use a "reasonableness standard" in determining appropriate staffing and service levels for inside the Ballpark. Notwithstanding the foregoing, if the City determines that an emergency public safety issue exists with respect to a particular Ballpark event, the City shall have the right to determine and impose the appropriate staffing level for such event.
<b>Property Taxes</b>	To the extent permissible by law, the Ballpark shall be exempt from property (or similar) taxes.
<b>Ticket /Admission Surcharge</b>	Tickets sold for events at the Ballpark shall be subject to a 10 cent per ticket surcharge which will be paid to the City without deduction or offset. The City shall not impose on all or any portion of the Ballpark or the Club any additional targeted or special taxes, fees or assessments, including special district taxes, fees or assessments.
<b>Team Name</b>	The Team shall include "El Paso" as part of the Team's name. For example, the Team may be named the "El Paso _____."

<b>Affordable Programs</b>	The Club will make reasonable efforts to keep ballgames an affordable family recreation activity in El Paso and will provide attractive and meaningful programs designed to keep Triple-A ballgames affordable for families in the City of El Paso, including special programs for seniors and children during each year of the Ballpark Agreement.
<b>Team Transfer</b>	During the initial term of the Ballpark Agreement, the Team shall not be relocated to another city. Upon any transfer of a majority interest in the Team or the Club, the new owner must assume any and all obligations of the Ballpark Agreement and agree to the non-relocation requirements described herein. The City, the Club and the Ownership Group shall enter into a separate Non-Relocation Agreement which will govern the Team location during the term of the Ballpark Agreement. MiLB will acknowledge in writing such agreement and the limitations on the Team location contained therein and in the Ballpark Agreement.
<b>Definitive Agreements</b>	The parties shall negotiate the Ballpark Agreement, which shall contain the basic terms included herein, such other terms as are mutually agreed upon, consistent with this Term Sheet, and as are customarily included in similar agreements for the financing, development, construction, operation, use, and occupancy of MiLB facilities. <b>This Term Sheet is an expression of intention and drafting guide only and does not constitute a binding agreement of the parties hereto. Neither the City nor the Ownership Group will be bound to any of the above described terms unless and until they execute a mutually acceptable Ballpark Agreement, and in the case of the City, only after the requisite approval by City Council at a duly called public meeting. In that event, any Ballpark Agreement, and not this Term Sheet, will govern the transaction.</b>
<b>Confidentiality</b>	Disclosure of the terms of this Term Sheet will be governed by the Public Information Act, Chapter 552, Texas Government Code. The City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify the Ownership Group if a request relating to such proprietary information is received. The Ownership Group represents that it understands that the Public Information Act excepts disclosure of trade secrets, confidential commercial information and certain information relating to economic development negotiations but that the Ownership Group will need to assert (at its expense) the basis for any such exclusion from disclosure before the Texas Attorney General if the City receives an open records request. The City acknowledges that this term sheet is part of on-going economic development negotiations and that the City is seeking to relocate the Team to the City area.

**MOUNTAIN STAR SPORTS GROUP, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF EL PASO**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_