

**CITY OF SAN ANTONIO
NEIGHBORHOOD ACTION DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: David D. Garza, Director, Neighborhood Action Department

SUBJECT: Approval of the Public Use Agreement between the Antioch Community Transformation Network (ACTN), the City of San Antonio and the Inner City Tax Increment Reinvestment Zone Board

DATE: August 11, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance would approve a Public Use Agreement between the City of San Antonio and the Antioch Community Transformation Network (ACTN) which provides for the use by the public of the Eastside Sports Complex, a project of Tax Increment Reinvestment Zone Number 11 (Inner City TIRZ). The Eastside Sports Complex is located in City Council District 2 at Eross and Walters Streets.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Tax Increment Reinvestment Zone Number 11 ("Inner City TIRZ," or "TIRZ") was designated on December 14, 2000 to support redevelopment and public infrastructure improvements. When the Zone was created, several projects were identified in the Final Project and Finance Plans as eligible for TIRZ funds. In May of 2001, the TIRZ Board and City Council approved the Final Project and Final Finance Plans that narrowed the list to six eligible projects. In August 2002, the TIRZ Board re-prioritized the existing projects and began to evaluate those projects that were further along in the development process.

In February 2004, the Board approved the addition of the Eastside Sports Complex to the Final Project Plan. The Eastside Sports Complex is a 22,600 square foot two-story, state-of-the-art facility located at N. Walters and Eross Streets in City Council District 2. The Sports Complex will house a NCAA regulation basketball court with seating for 250 people; Aerobics/Fitness Room; Ballet & Dance Studio; Walking Track; Weight Training Equipment; Men's & Women's Health Club; Team Locker and Training Room; Concession Stand; and offices.

The TIRZ Board and City Council subsequently amended the Finance Plan to include payment for the Antioch Community Transformation Network for use of the public facility. The Finance Plan provides for total payments to ACTN in the amount of \$1,832,992 beginning in FY 2008

through FY 2015. The Sports Complex would be available and accessible to the public during that time period.

POLICY ANALYSIS

The TIRZ statute allows for the City to enter into agreements that would support a public purpose. Staff has negotiated the attached Public Use Agreement (Attachment A) which details the access for the Eastside Sports Complex. The Use Agreement outlines the terms and conditions under which the TIRZ Fund shall provide for the payment of a Public Use Fee in exchange for public access of the sports facility by ACTN. The Agreement specifies days and times that the public will have access to the Eastside Sports Complex and the respective services to be provided for the public. It further details the Public Use Fee Schedule and quarterly reporting requirements.

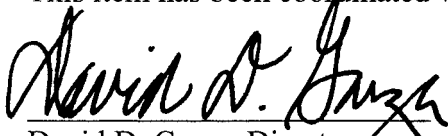
In addition to improving the attractiveness of the neighborhood, this facility will offer positive alternatives for neighborhood youth that in many instances live in poor distressed neighborhoods and face many social problems that range from crime, drug use and gangs. It also will offer opportunities for other potential partnerships with other local community organizations to address issues such as health and wellness for residents of the eastside and San Antonio in general.


FISCAL IMPACT

Approval of this ordinance authorizes the Inner City TIRZ Board and City staff to issue payments from the Inner City TIRZ Fund to ACTN in an amount not to exceed \$1,832,992.00 in incremental payments beginning in FY 2008 through FY 2015, more explicitly detailed in Exhibit E of the Public Use Agreement. All payments to ACTN will be taken from the increment generated through the Inner City TIRZ. If funds are not available from the Inner City TIRZ, payments cannot be made for that given period. There is no impact to the General Fund.

COORDINATION

This item has been coordinated with the City Attorney's Office and the Inner City TIRZ Board.


David D. Garza, Director
Neighborhood Action


Jelynn LeBlanc Burley
Assistant City Manager


J. Rolando Bono
City Manager

ATTACHMENT #21

PUBLIC USE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

THIS PUBLIC USE AGREEMENT ("Agreement") is made this ____ day of _____, 2005 ("Effective Date"), by and between the CITY OF SAN ANTONIO, TEXAS, a municipal corporation of the State of Texas, hereinafter called "City" acting by and through its City Manager pursuant to Ordinance No. _____ passed and approved on _____, ANTIOCH COMMUNITY TRANSFORMATION NETWORK, a Texas non-profit corporation, hereinafter called "ACTN," and the Board of Directors for Tax Increment Reinvestment Zone Number Eleven, City of San Antonio, Texas, hereinafter called "Board":

WHEREAS, on December 14, 2000, the City Council of the City of San Antonio approved Ordinance No. 93101, establishing the Tax Increment Reinvestment Zone Number Eleven (11), City of San Antonio, Texas (the "Zone") and the Board in accordance with the Tax Increment Financing Act (the "Act"), as amended (V.T.C.A., Tax Code, Chapter 311), to promote development and redevelopment in the Zone through the use of tax increment financing, which development and redevelopment would not otherwise occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, pursuant to Section 311.011(a) of the Act, the Board adopted a Final Project Plan and a Final Finance Plan on May 23, 2001; and

WHEREAS, on May 24, 2001, by Ordinance No. 94006, pursuant to Section 311.011(d) of the Act, the City Council approved the Final Project Plan and Final Finance Plan after their adoption by the Board; and

WHEREAS, on February 4, 2004, the Board adopted an amendment to the Final Project Plan for the Zone, by adding the Eastside Sports Complex to the list of approved projects for the Zone; and

WHEREAS, the Board met on September 1, 2004 and approved an amendment to the Final Project Plan which placed the Eastside Sports Complex in first priority on the list of approved projects for the Zone, while retaining the originally approved Zone projects on the list, and caused the Final Finance Plan to reflect that amendment; and

WHEREAS, on September 2, 2004, by Ordinance No. 99663, the City Council approved the Board amendments to the Final Project Plan and the Final Financing Plan for the Zone; and

WHEREAS, pursuant to a Ground Lease Agreement between ACTN, as Tenant, and Antioch Missionary Baptist Church of SA Texas, as Landlord, dated as of March 25, 2004, ACTN leases a certain tract of land situated in Bexar County, Texas, such land being more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes (hereinafter defined as the "Land"); and

WHEREAS, ACTN (i) is constructing a sports complex and other improvements on the Land in accordance with the specifications referenced in Exhibit "B" (such sports complex and other improvements on the Land being herein defined as the "Sports Complex"), and (ii) is solely responsible for all costs and expenses incurred in connection therewith; and

WHEREAS, ACTN leases certain portions of the Sports Complex to the Silver Stars WNBA Team ("Silver Stars") pursuant to that certain Training Facility Lease Agreement dated March 31, 2004 ("Silver Stars Lease"), namely the basketball court ("Court"), the weight room ("Weight Room"), and the locker and training room ("Locker Room"), all as more particularly depicted on Exhibit "C", attached hereto and made a part hereof for all purposes, and other areas incidental thereto, during such times of the year and such times of the day and week as shall be agreed to by the parties as set forth in Section V (B) of the Silver Stars Lease, but the Silver Stars use shall not exceed the times and days set forth on Exhibit "D" ("Silver Stars Schedule"), attached hereto and made a part hereof for all purposes; and

WHEREAS, ACTN proposes to offer the Sports Complex for public usage in return for a public use fee as set forth in Exhibit "E" ("Public Use Fee Schedule"). Pursuant to the Finance Plan, TIRZ funds would be used to pay ACTN the public use fee; and

WHEREAS, the City, ACTN and Board enter into this Agreement to outline the specifics of the public use of the Sports Complex and payment of the public use fee. The total public use fees for public use of the Sports Complex for eight (8) years beginning in FY 2008 are estimated to be \$1.8 million; and

WHEREAS, in addition to improving the attractiveness of the neighborhood, the Sports Complex will offer positive alternatives for neighborhood youth that in many instances live in poor distressed neighborhoods and face many social problems that range from crime, drug use and gangs. It also will offer opportunities for other potential partnerships with other local community organizations to address issues such as health and wellness for residents of the eastside and San Antonio in general; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good, fair and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. PUBLIC USE AND ACCESS

1.1 During any calendar quarter in the Term for which the City indicates that it intends to make a public use fee payment, ACTN hereby agrees and covenants to hold the Sports Complex open for public use during its normal business hours which will generally be as shown on Exhibit "F", except for the Silver Stars exclusive use for no greater period of time than as set forth in the Silver Stars Schedule, thus making the Sports Complex a public improvement eligible as a project cost pursuant to the Act. City agrees to notify ACTN 150 days before its first anticipated payment of the public use fee so that ACTN can make any required adjustments to ensure public use under this Agreement. For any period of time that the City will not pay a public use fee (except for temporarily insufficient TIRZ funds as per Section 3.2), ACTN has no obligation to make the Sports Complex available to the public.

1.2 The term "public use" as used herein shall include, but not be limited to: holding the facility open to the general public for use for middle and high school basketball and volleyball practices and games, wheelchair basketball practices and events, basketball camps for the community youth, non-traditional sports programs such as martial arts and wrestling, senior health and fitness programs, health and nutrition fairs, mother's day out programs, parenting classes, dances, community theatre and community exercise programs. "Public use" shall also include, but not be limited to, ACTN providing the general public access to the Sports Complex by selling memberships to the general public for use of the Sports Complex, offering discounts to non-profit organizations, renting out the Sports Complex to public groups for special events and charging a per event or daily or hourly fee for use of the Sports Complex on a rate scale basis comparable to the rates charged at City-operated facilities.

1.3 In addition to the public uses above, ACTN agrees and covenants to permit the City to use the facility for other City-related functions and to hold the facility open for City-sponsored events at no cost to City, not to exceed six (6) days or events per fiscal year, whichever is less.

1.4 In the event ACTN enters into additional leases or agreements for the use of the Sports Complex, with a term of greater than ten (10) days, ACTN agrees to provide the City with at least thirty (30) days advance notice, in writing. The parties acknowledge that certain events, such as basketball or volleyball tournaments, may require up to two (2) consecutive weekends and that such events shall continue to be considered public events. However, leases or agreements which extend beyond ten (10) consecutive days shall not be considered public events unless consented to by the City Parks Director.

II. TERM

2.1 The term of this Agreement shall commence on the first date the City pays the public use fee (the "Commencement Date"), and shall, except as herein provided, continue in full force and effect through September 30, 2015 (the "Termination Date"), subject to early termination and satisfaction of the conditions set forth herein. The period from the Commencement Date to the Termination Date shall hereinafter be referred to as the Term.

III. PUBLIC USE FEE

3.1 Subject to the terms contained herein, City shall pay to ACTN during the Term a quarterly public use fee for public uses provided during the preceding quarter, as more particularly set forth in Exhibit "E", and as approved in the Finance Plan. The sole source of the public use fee shall be the TIRZ fund established for the purpose of reimbursing eligible project costs for the TIRZ. The City shall pay to ACTN the sum available from the TIRZ fund, as determined by City, on January 31, April 30, July 31, and October 31 of each year of the Term. The first payment to ACTN is anticipated on January 31, 2008. The last payment to ACTN shall occur on October 31, 2015, for the public use of the Sports Complex through September 30, 2015.

3.2 The parties agree that the TIRZ fund must have received a minimum of \$500,000 in TIRZ revenues before the first public use fee shall be paid. This shall be a one-time event. Once the \$500,000 threshold has been reached: 1) there will no longer be any requirement to maintain

a minimum balance in the TIRZ fund; and 2) the ACTN public use fee shall, from that time until the end of the fund, have a first priority from the funding available. The parties further agree that the City shall not be subject to default if sufficient TIRZ funds are temporarily unavailable to pay the public use fee when due. Lack of funding is not and shall not be considered a breach of this Agreement, provided that the City expects sufficient funds to become available within two fiscal quarters. Once funding under this Agreement commences, the obligations of the City shall be cumulative and any prior shortfalls in the payment of the public use fee shall be made up as soon as TIRZ funds are again available, as long as the Sports Complex was made available to the public during the period of prior shortfalls.

3.3 The parties agree that ACTN shall submit to City's Neighborhood Action Department fifteen (15) days before each anticipated public use fee payment a Public Use and Access Report, as set forth in Exhibit "G".

IV. REPAIRS AND MAINTENANCE

4.1 During the Term, ACTN shall, at its own risk and expense, maintain and repair the Sports Complex and make repairs, restorations, and replacements to the Sports Complex (including but not limited to heating, ventilating, air conditioning, mechanical, electrical, elevator, and plumbing systems, structural, roof, walls, and foundations, and the fixtures and appurtenances, including sports equipment contained therein) as and when needed to preserve them in good working order, condition and repair, reasonable wear and tear excepted, whether the repairs, restorations, and replacements are capital or noncapital. ACTN shall keep the Sports Complex free from waste at all times, and in a clean, sanitary and safe condition in accordance with all applicable laws, ordinances and regulations of any governmental authority having jurisdiction.

4.2 If the Sports Complex premises are partially destroyed or otherwise made unusable in whole or in part by fire, other casualty, or for any other reason during the term of this Agreement the public use fee for the Sports Complex premises will be reduced proportionately to the extent to which the normal Public Use of the Sports Complex premises is diminished. If the repairs cannot be so made within one hundred eighty (180) days after the destruction, City has the option to terminate this Agreement.

V. TAXES

5.1 During the Term, ACTN shall pay all ad valorem taxes on the Sports Complex, if any.

VI. INSURANCE

6.1 During the Term, ACTN shall provide and maintain, at its sole cost and expense, the following policies of insurance:

6.1.1 Fire, extended coverage and "all other peril" insurance (or its then equivalent coverage) (being not less than ninety percent (90%) of actual replacement value and sufficient to meet co-insurance requirements) for the full insurable value of the Sports Complex. ACTN shall also provide and maintain contents insurance

(or its then equivalent coverage) fully insuring ACTN's furniture, trade fixtures and all equipment, and such coverage shall be written on a replacement cost basis.

6.1.2 Comprehensive/Commercial General Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 per occurrence and in the aggregate, including the Broad Form Comprehensive General Liability endorsement (or its equivalent), completed operations and products liability coverage, covering the insuring provisions of this Agreement and the performance of ACTN of the indemnity agreements set forth herein below.

6.1.3 Worker's compensation insurance to the extent required by law and employer's liability insurance with the following minimum limits:

- (i) Bodily Injury by Accident: \$1,000,000 each accident;
- (ii) Bodily Injury by Disease: \$1,000,000 policy limit; and
- (iii) Bodily Injury by Disease: \$1,000,000 each employee.

6.2 All insurance required in this Section and all renewals of it will be issued by companies authorized to transact business in the State of Texas and rated at least A+ or better in Best's Insurance Guide. All insurance policies will expressly provide that the policies will not be canceled or altered without thirty (30) days' prior written notice, which ACTN shall be obligated to provide City. All insurance shall contain appropriate cross-liability endorsements denying ACTN's insurers the right of subrogation against City and City's representatives as to risks covered by such insurance, without prejudice to any waiver or indemnity provisions applicable to ACTN and any limitation of liability provisions applicable to City hereunder, of which provisions ACTN shall notify all insurance carriers. On or before the Commencement Date, ACTN shall furnish City with certificates evidencing the aforesaid insurance coverage and the current version of the appropriate ISO FORM endorsement naming City as express additional insured on ACTN's policies of General Liability Insurance. Renewal certificates shall be furnished to City at least thirty (30) days prior to the expiration date of such insurance. Claims Made insurance does not satisfy the above requirements.

VII. UTILITIES

7.1 During the Term, ACTN shall pay, when due and payable, all bills for gas, electricity, water, sewer, garbage removal and such other like utilities and services supplied to or for the Sports Complex. Notwithstanding the foregoing, ACTN does not warrant that any of said specified services will be free from interruption or stoppage, but nevertheless ACTN shall use reasonable diligence to resume any such interrupted or stopped service. In the event such interruption or stoppage materially prevents the public from using all or part of the Sports Complex premises, public use fee shall abate in proportion to the amount of unusable area for the period which the public is unable to utilize the space. Except as provided above, no failure, to any extent, to furnish such services or any stoppage or interruption of these services shall render ACTN liable in any respect for damages to the City.

VIII. INDEMNITY

8.1 ACTN and City acknowledge that the City is a political subdivision of the State of Texas and that the City is subject to and shall comply with the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practice and Remedies Code, Section 101.001*et seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death. This Agreement will be interpreted according to the Constitution and laws of the State of Texas.

8.2 ACTN hereby agrees to indemnify and hold City harmless from any injury, expense, damage, liability or claim imposed on City by any person whosoever whether due to claims for injuries to the person or property, when such injury, expense, damage, liability or claim results either directly or indirectly from the negligent acts or omissions, willful misconduct or breach of any provisions of the Agreement by ACTN, its agents, servants, or employees. ACTN further agrees to reimburse City for any costs or expenses, including court costs and reasonable attorney's fees, which City may incur in investigating, handling or litigating any such claims.

IX. DEFAULTS AND REMEDIES

9.1 In the event that funds are available for City to remit the public use fee as detailed in Article III above and City has agreed that ACTN has demonstrated in a completed Public Use and Access Report that it has satisfied all requirements of this Agreement, yet City does not make payment of the public use fee within fifteen (15) days after its due date; or shall fail to perform any of the other material covenants or conditions which City is required to observe and to perform then ACTN may treat the occurrence of any one or more of the foregoing events as an event of default ("Event of Default" or "Default") under this Agreement and thereupon, ACTN may, at its option, without further notice or demand, do any one or more of the following:

9.1.1 terminate this Agreement; or

9.1.2 exercise any right or remedy available to ACTN at law or in equity for the breach of this Agreement.

9.2 In the event that ACTN shall fail to hold the Sports Complex open for public use; has failed to submit a completed Annual Public Use and Access Report; or shall fail to perform any of the other material covenants or conditions which ACTN is required to observe and to perform, City shall provide written notice of the occurrence of any one or more of the foregoing events to ACTN within ten (10) business days from the date City learns of said occurrence(s). ACTN shall have five (5) business days to cure the occurrence(s). In the event ACTN does not cure the occurrence(s) within the cure period, the City may treat the occurrence(s) as an event of default ("Event of Default" or "Default") under this Agreement and thereupon, City may, at its option, without further notice or demand, do any one or more of the following:

9.2.1 terminate this Agreement and discontinue payment of the public use fee;

9.2.2 The public use fee shall be proportionately reduced in the event City determines that ACTN has not complied with the terms of this Agreement; or

9.2.3 exercise any right or remedy available to City at law or in equity for the breach of this Agreement.

9.3 No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing and signed by said party. Nor shall any custom or practice which may develop between the parties in the administration of the terms of this Agreement be construed to waive or lessen either party's right to insist upon strict performance of the terms of this Agreement. The rights granted to both parties in this Agreement shall be cumulative of every other right or remedy which they may otherwise have at law or in equity or by statute and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

X. SUBORDINATION

10.1 In accordance with the terms and conditions of this Article, City accepts this Agreement subject and subordinate to any deeds of trust, mortgages, land leases, ground leases, master leases, or security interests which might now or hereafter affect title to the Sports Complex. This Agreement is further subject and subordinate to zoning ordinances and other building and fire ordinances, all utility easements and agreements, and governmental regulations relating to the use of the Sports Complex. With respect to any deed of trust, security interest or mortgage constituting a lien against the Sports Complex, ACTN, upon the request of the holder of any such deed of trust, security agreement or mortgage, shall have the right to waive the applicability of this Section so that this Agreement will not be subject and subordinate to such deed of trust, security interest or mortgage. In the event application of this section deprives City of any of its rights hereunder, City shall have the right to terminate this Agreement with no further obligation whatsoever to ACTN, notwithstanding anything else contained herein to the contrary. Notwithstanding any other provision of this Agreement, upon any assignment or foreclosure under any deed of trust or mortgages, the City shall have the right to terminate this Agreement with no further obligation to ACTN.

10.2 With respect to any future mortgages against, or transfers of, the Property, City reserves the right to terminate this agreement during the ninety (90) day notice period contained in Section 10.3 below, by written notice to ACTN. Furthermore, ACTN agrees to secure a Non-Disturbance and Attornment Agreement from any future mortgage holder, lienholders, and any subsequent purchaser of the Property if requested by the City.

10.3 ACTN shall notify City not less than ninety (90) days prior to any future mortgage, assignment or transfer of the Sports Complex premises.

XI. ATTORNEY'S FEES

11.1 In the event that suit is brought by either party against the other for a breach or default under the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees which shall be fixed by the court.

XII. HEADINGS

12.1 The aside captions contained to this Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

XIII. WRITING REQUIRED

13.1 This Agreement may not be altered, changed or amended, except by an instrument in writing signed by both parties hereto. The parties hereto may amend the Exhibits attached hereto by mutual agreement as many times as needed by attaching an initialed Exhibit hereto with the same name as the Exhibit they are replacing but with a consecutive number added to the end of the Exhibit letter for each amendment (e.g. Exhibit F-1, followed by Exhibit F-2). The City Council specifically authorizes the Director of Neighborhood Action Department to amend the Exhibits to this Agreement without further City Council approval.

XIV. NO REPRESENTATIONS

14.1 Neither ACTN nor its agents or brokers have made any representations or promises with respect to the Sports Complex except as may be expressly set forth in this Agreement, and any reliance by City on any representations or promises of ACTN, its agents or brokers shall be solely on the representations or promises, if any, expressly contained in this Agreement. No rights, easements or licenses are acquired by City under this Agreement by implication or otherwise except as expressly set forth in this Agreement.

XV. NO PARTNERSHIP

15.1 Nothing herein contained shall be deemed or construed by the parties hereto, nor by a third party, to create a relationship between the parties of principal and agent, partnership, or joint venture. Neither computation of public use fee, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than set forth herein.

XVI. NOTICES

16.1 Any notice required or permitted to be given hereunder may be given by mail and shall be deemed sufficiently given if sent by registered or certified mail addressed to the City or to ACTN at the following address:

If to City:

CITY OF SAN ANTONIO	and	NEIGHBORHOOD ACTION DEPARTMENT
Office of the City Clerk		City of San Antonio
P.O. Box 839966		1400 S. Flores
San Antonio, Texas 78283-8966		San Antonio, Texas 78204
		Attn: David D. Garza, Director

If to ACTN:

ANTIOCH MISSIONARY BAPTIST CHURCH OF SAN ANTONIO, TEXAS
1001 North Walters
San Antonio, Texas 78202
Attn: Reverend Walker

ANTIOCH COMMUNITY TRANSFORMATION NETWORK
210 S. Grimes, Suite 109
San Antonio, Texas 78203
Attn: Executive Director

XVII. BINDING EFFECT

17.1 This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.

[Signatures on following page]

IN WITNESS WHEREOF, the parties, through their authorized representatives, have duly executed this Agreement the day and year first above written.

CITY:

CITY OF SAN ANTONIO

By: _____

Name: J. Rolando Bono

Title: CITY MANAGER

ACTN:

ANTIOCH COMMUNITY TRANSFORMATION NETWORK

By: _____

Name: Carolyn D. Heath

Title: Executive Director

BOARD:

By: _____

Name: Joel Williams

Title: Chairman, Board of Directors,

Reinvestment Zone Number Eleven, City of San Antonio, Texas

Approved as to form by City Attorney: _____

EXHIBIT A

Description of Land

Being all of Lot 14, Block 10, New City Block 1356, as recorded in Volume 9560, Page 26 of the Real Property Records of Bexar County, Texas.

EXHIBIT B

Plans and Specifications

The building is a 22,600 square foot building comprised of a NCAA regulation basketball court with seating for approximately 250 persons. The second floor of the building includes a running track, exercise areas, and a locker room. The facility's exterior is brick with a metal roof. The building was constructed in accordance with Plans and Specifications as prepared by SA Partners dated December 23, 2003.

EXHIBIT C

Depiction of Sports Complex

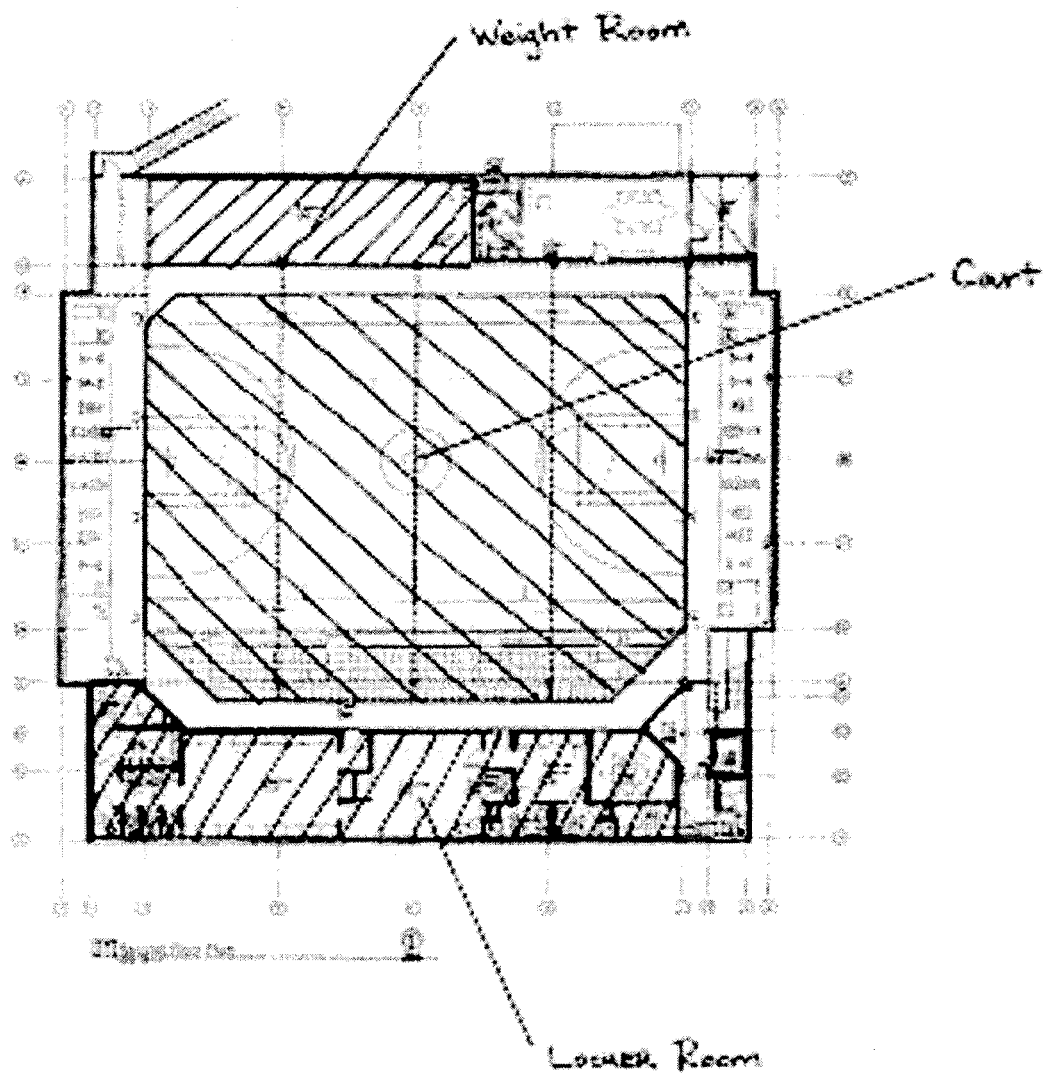


EXHIBIT D

Silver Stars' Schedule

Training Camp & Pre-Season (Mid-April to Mid-May)

9a-12p & 6-9p	Monday-Saturday	(Court)
12p-1:30p	Monday-Saturday	(Weight Room)
1:30p-4:30p	Sunday	(Court)
4:30p-6p	Sunday	(Weight Room)

Regular Season & Play-offs (Mid-May to Mid-October)

10a-1p	Monday-Saturday	(Court)
1p-2:30p	Monday-Saturday	(Weight Room)
1:30p-4:30p	Sunday	(Court)
4:30p-6p	Sunday	(Weight Room)

Off-Season (Mid-October to Mid-April)

10a-1p	Monday-Saturday	(Court)
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EXHIBIT E

Public Use Fee Schedule

Year	Quarter	Report Date	Payment Date	Payment Amount
1	Oct. – Dec. 2007	Jan. 15, 2008	Jan. 31, 2008	\$85,537 ¹
	Jan. – Mar. 2008	Apr. 15, 2008	Apr. 30, 2008	\$54,537
	Apr. – June 2008	July 15, 2008	July 31, 2008	\$54,537
	July – Sept. 2008	Oct. 15, 2008	Oct. 31, 2008	\$54,537
2	Oct. – Dec. 2008	Jan. 15, 2009	Jan. 31, 2009	\$54,537
	Jan. – Mar. 2009	Apr. 15, 2009	Apr. 30, 2009	\$54,537
	Apr. – June 2009	July 15, 2009	July 31, 2009	\$54,537
	July – Sept. 2009	Oct. 15, 2009	Oct. 31, 2009	\$54,537
3	Oct. – Dec. 2009	Jan. 15, 2010	Jan. 31, 2010	\$54,537
	Jan. – Mar. 2010	Apr. 15, 2010	Apr. 30, 2010	\$54,537
	Apr. – June 2010	July 15, 2010	July 31, 2010	\$54,537
	July – Sept. 2010	Oct. 15, 2010	Oct. 31, 2010	\$54,537
4	Oct. – Dec. 2010	Jan. 15, 2011	Jan. 31, 2011	\$54,537
	Jan. – Mar. 2011	Apr. 15, 2011	Apr. 30, 2011	\$54,537
	Apr. – June 2011	July 15, 2011	July 31, 2011	\$54,537
	July – Sept. 2011	Oct. 15, 2011	Oct. 31, 2011	\$54,537
5	Oct. – Dec. 2011	Jan. 15, 2012	Jan. 31, 2012	\$54,537
	Jan. – Mar. 2012	Apr. 15, 2012	Apr. 30, 2012	\$54,537
	Apr. – June 2012	July 15, 2012	July 31, 2012	\$54,537
	July – Sept. 2012	Oct. 15, 2012	Oct. 31, 2012	\$54,537
6	Oct. – Dec. 2012	Jan. 15, 2013	Jan. 31, 2013	\$59,271
	Jan. – Mar. 2013	Apr. 15, 2013	Apr. 30, 2013	\$59,271
	Apr. – June 2013	July 15, 2013	July 31, 2013	\$59,271
	July – Sept. 2013	Oct. 15, 2013	Oct. 31, 2013	\$59,271
7	Oct. – Dec. 2013	Jan. 15, 2014	Jan. 31, 2014	\$59,271
	Jan. – Mar. 2014	Apr. 15, 2014	Apr. 30, 2014	\$59,271
	Apr. – June 2014	July 15, 2014	July 31, 2014	\$59,271
	July – Sept. 2014	Oct. 15, 2014	Oct. 31, 2014	\$59,271
8	Oct. – Dec. 2014	Jan. 15, 2015	Jan. 31, 2015	\$59,271
	Jan. – Mar. 2015	Apr. 15, 2015	Apr. 30, 2015	\$59,271
	Apr. – June 2015	July 15, 2015	July 31, 2015	\$59,271
	July – Sept. 2015	Oct. 15, 2015	Oct. 31, 2015	\$59,271

¹ Includes \$31,000 fee reimbursement.

EXHIBIT F

Anticipated Operating Hours During Public Use Agreement

Day	Open
Monday – Friday	6:00 am – 10:00 pm
Saturday	9:00 am – 10:00 pm
Sunday	12:00 pm – 8:00 pm

EXHIBIT G

Quarterly Public Use and Access Report

[See attached]

Public Use and Access Report	
Name of Project: Eastside Sports Complex	TIRZ #: 11
Report #:	
Period Covered by this Report:	
From:	To:

FY:	Quarter #:	
Activities*		Number of occurrences/events

FY:	Quarter #:	
Activities		Number
Discounted Memberships		
Income Based Discounts		
Renting by Public Groups		
Total Active Memberships		

Program Commentary: *(List critical issues, problems, successes, and activities not covered by this form)*

Newsworthy events and/or announcements: *(List events and/or announcements that can be reported to the TIRZ Board and City Council)*

*List public activities at the Complex by category, such as basketball practice, basketball tournaments, volleyball tournaments, martial arts classes, health and fitness classes, parenting classes, dances or community based exercise programs.