

AN ORDINANCE 2017-06-15-0463

AUTHORIZING FIRST AMENDMENTS TO THE LICENSE AGREEMENT AND LEASE AGREEMENT WITH THE SAN ANTONIO BOWL ASSOCIATION ("SABA") TO MODIFY THE TERM OF THE AGREEMENTS; ACCEPTING FUNDS IN THE AMOUNT OF \$950,000.00 FROM SABA AND APPROPRIATING \$854,669.58 TO THE ALAMODOME PUBLIC WI-FI SYSTEM FOR A TOTAL PROJECT BUDGET OF \$3,854,669.58; AND PROVIDING FUNDING FOR ADDITIONAL TECHNOLOGY ENHANCEMENTS AT THE ALAMODOME.

* * * * *

WHEREAS, the City entered into an Alamodome License Agreement with the San Antonio Bowl Association ("SABA") for the Valero Alamo Bowl, effective June 23, 2015, and an Alamodome Lease Agreement with SABA for office space, authorized by Ordinance No. 2009-12-10-1018 ("Agreements"); and

WHEREAS, the City desires to extend the Agreements through the 2029 Alamo Bowl and accept funding and technology improvements from SABA for the Alamodome consisting of WiFi upgrades, the purchase and installation of two video walls and sound system enhancements totaling \$6 million; and

WHEREAS, for the purposes of the Events Trust Fund, authorized by Vernon's Texas Civil Statutes, 5190.14, the City will name SABA as the host organization for the Valero Alamobowl and other events that SABA brings to the Alamodome enabling SABA to apply to the state for reimbursement of qualifying event-related expenses; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of the First Amendments to the Alamodome License Agreement and Alamodome Lease Agreement with SABA are authorized and approved. The City Manager, or her designee, is authorized to execute the First Amendments, copies of which have been previously executed by SABA and are attached to this Ordinance as **Exhibits I and II**.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 29842000, Internal Order 842000000013 and General Ledger 4502220.

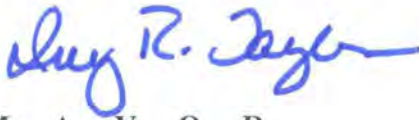
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

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06/15/17
Item No. 34B

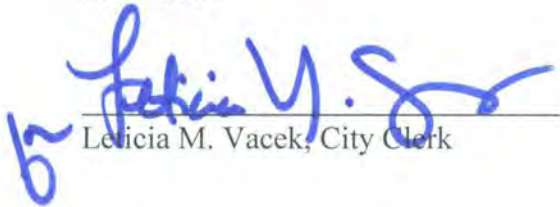
Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.


PASSED AND APPROVED this 15th day of June, 2017.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	34B (in consent vote: 34A, 34B)						
Date:	06/15/2017						
Time:	11:15:09 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance amending the License Agreement and Lease Agreement with the San Antonio Bowl Association to modify the term of the agreements; accept funds in the amount of \$950,000 from the San Antonio Bowl Association and appropriating \$854,669.58 to the Alamodome Public Wi-Fi System for a total project budget of \$3,854,669.58; and provide funding for additional technology enhancements at the Alamodome.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Ana E. Sandoval	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Exhibit I

**FIRST AMENDMENT
TO
ALAMODOME LICENSE AGREEMENT**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this First Amendment to the License Agreement ("First Amendment") is entered into by the City of San Antonio, a Texas Municipal corporation ("CITY"), acting by and through its Executive Director of Convention & Sports Facilities, pursuant to and duly authorized by Ordinance No. 2017-06-__-__, passed and approved on June __, 2017, and the San Antonio Bowl Association ("LICENSEE") acting by and through its duly authorized designated officer.

A. CITY and LICENSEE entered into the Alamo Bowl License Agreement ("Agreement") effective June 23, 2015 for Alamo Bowls after 2015 through the 2019 Alamo Bowl.

B. CITY and LICENSEE agree to amend specific provisions of the Agreement as set out in this First Amendment.

1. The Agreement is amended to reference Alamo Bowls from 2015 through 2029.

2. Section 1.24 is added as follows:

"NCAA" means the National College Athletic Association.

3. Section 1.25 is added as follows:

"NCAA Facility" means a football stadium (i) in compliance with all applicable national, federal, state, and municipal laws, regulations, codes, ordinances and orders (ii) of the standard quality that prevails among stadiums utilized by members of the Power Five conferences or its successors; (iii) fully prepared to host the highest rank of NCAA intercollegiate football and basketball postseason or Conference Championship events; and (iv) in compliance with Athletic Organization Rules."

4. Section 2.2 is deleted in its entirety and replaces with the following:

"LICENSEE shall have the exclusive use of all interior and exterior areas of the Alamodome, including but not limited to, the field area, all seating areas, all locker rooms, all meeting rooms, all suites, all Club Level hospitality areas, concourses, plazas and press box area for working press. Set-up is in the full stadium configuration."

5. Section 2.3 is deleted in its entirety and replaced with the following:

"Scope of Services.

(a) NCAA Facility: Structure. For each event, City will use its best business efforts to ensure the Alamodome is (i) provided in a manner safe for public use in all respects, maintained in clean condition, and in good order, repair and condition; and (ii) an NCAA Facility in all respects, including without limitation, the Suites, all seating, lighting, scoreboards, electronic and telecommunication equipment, Wi-Fi/DAS, locker and training rooms, sideline areas, field playing surface and turf, and concourses, restrooms, and other common areas. All obligations of City to comply with NCAA requirements are subject to fiscal appropriation by the City Council of the City of San Antonio. In the event the City Council fails to provide such appropriation, LICENSEE shall have the right to terminate this agreement, at its option.

(b) Playing Surface Conversion. For each Event, City will provide in the Alamodome an artificial playing surface in a manner and quality standard for an NCAA Facility."

6. Section 3.1 is amended by deleting the first two sentences and replacing them with the following:

"The term for this Agreement shall commence upon execution and terminate on February 3, 2030, unless terminated sooner under its terms. CITY shall hold the game dates set forth below for the listed Events and CITY shall hold from December 27-January 2 for the years 2026-2029 ("Hold Dates").

2018 Event - December 28 or 29
2019 Event - December 28 or 30
2020 Event - December 30 or January 2
2021 Event - December 29 or 30
2022 Event - December 29 or 30
2023 Event - December 28 or 29
2024 Event - December 28 or 30
2025 Event - December 30 or January 2
2025 Event - 2029 December 27 - January 2

Until the actual date of each Alamo Bowl is determined, which LICENSEE shall communicate to CITY as soon as known (typically before the end of April preceding the game), CITY shall not allow any other event to be scheduled during the Hold Dates."

7. Section 3.2 is deleted in its entirety and replaced with the following:

Use Days/Ingress/Egress Days. "Use Days" for each Event shall begin no later than 4 days prior to the Event and conclude no earlier than 1 day after the Event. However, December 25 shall not be counted as a Use Day.

8. Section 4.1(a) is deleted in its entirety and replaced with the following:

"Building License Payment. In consideration for the license to use the Alamodome as provided in this Agreement, LICENSEE shall pay CITY a Building License Payment of fifty-one-thousand five-hundred dollars (\$51,500) per year with a 3% escalator per year, which shall be calculated at \$54,636 for the 2017 Alamo Bowl. Additionally, LICENSEE shall pay to CITY a fee capped at twenty-five thousand dollars (\$25,000) with a 3% escalator per year for each Event for the Required Services set forth in Section 8.1(a) and the services of San Antonio Police Officers and San Antonio Fire Marshalls set forth in Section 8.1(b) (such payment shall be collectively referred to as "Operations Payment"). Beginning with the 2017 Alamo Bowl, the annual Operations Payment shall increase to \$66,424 with a 3% escalator per year for each Event."

9. Section 4.1(b) is deleted in its entirety and replaced with the following:

"Payment for Optional Services. Should LICENSEE request any or all of Optional Services listed in Section 8.1(c), CITY shall provide a cost estimate to LICENSEE and if approved by LICENSEE, LICENSEE shall be responsible for payment to CITY."

10. Section 4.1(e) is amended by deleting the last sentence and replacing it with the following:

"For all complimentary tickets, trade tickets and tickets priced at less than \$20, with a 3% escalator per year beginning with the 2017 Alamo Bowl, the Ticket Service Charge Fee shall not be charged."

11. Section 4.1(f) is added as follows:

"Beginning with the 2018 Alamo Bowl and extending through the 2025 Alamo Bowl, the total amount due per ticket under Sections 4.1 (c), (d) and (e) shall not exceed \$6.00, as listed on Exhibit A. Beginning with the 2026 Alamo Bowl, the total amount due per ticket under Sections 4.1 (c), (d) and (e) shall not exceed \$6.50, as listed on Exhibit A."

12. Section 4.1(g) is added as follows:

"CITY shall notify LICENSEE, by January 30 of each year under this Agreement, of any changes to the charges under Sections 4.1 (b), (c), (d) and (e), as listed on Exhibit A, where the charges will be less than those listed on Exhibit A."

13. Section 4.1(h) is added as follows:

“LICENSEE shall receive the rent-free use of the Alamodome (inclusive of videowalls, ribbon boards, sound system, WiFi, utilities, etc.) for Alamo Bowl owned/hosted events that promote attendance at the Event(s), including, but not limited to, the Pigskin Preview, Youth Football Clinic and Scholarship luncheon (“Ancillary Events”). The dates for the Ancillary Events are subject to the availability of the Alamodome. It is the understanding of the Parties that Ancillary Events are not covered by payments set forth in Section 4.1(a) of the Agreement. CITY and LICENSEE shall mutually agree upon the necessary Required Services for each Ancillary Event from those listed in Section 8.1(a) and LICENSEE shall be responsible for payment.”

14. Section 5.2(e) is added as follows:

“Ticket Scanning. At no expense to the LICENSEE, CITY shall ensure that the Alamodome shall be prepared to both scan tickets and tear stubs on all tickets upon entrance to the Alamodome.”

15. Section 7.1 is deleted in its entirety and replaced with the following:

“Parking. (a) LICENSEE shall pay CITY the sum of the per vehicle charges listed in Exhibit A for all 2,650 guaranteed spaces in all Alamodome Parking lots. If LICENSEE requires additional parking spaces and if available, LICENSEE shall reimburse CITY the rate listed on Exhibit A on a per space availability.

(b) LICENSEE shall have the right to pre-purchase 290 spaces in the newly constructed lot located west of the Dome Walkway for a total amount of \$5,800 beginning with the 2017 Alamo Bowl, for as long as CITY operates the lot for event parking. Should CITY cease to own or control this particular parking lot, CITY shall not be obligated to replace these parking spaces, and the offer for the additional spaces will terminate.”

16. Section 8.1(a) is deleted in its entirety and replaced with the following:

“Required Services. For each event, CITY will provide actual staffing services and other services that are reasonably required for a full stadium (65,000) operation of the Alamodome to efficiently and effectively execute each Event (“Required Services”). Such required services may include, but are not limited to, ingress/egress days, conversion, San Antonio Fire Marshalls, San Antonio Police Officers, audio operators, bag checkers and entrance security screening, box office services, cleaning crew (pre/post event), elevator operators, event coordinators, gate captains, housekeeping, in-house security, t-shirt security, LED/Ribbon Board/Videowall system and staff, telecommunications equipment and

staff, field painting labor, parking attendants, traffic police and traffic/barricades, tailgating services (setup, clean up and for a minimum of 44 port-o-lets (37 regular and 7 ADA compliant), 2 dumpsters and 40 charcoal barrels), electricians, bomb sweep dogs, PBX Operators, ticket takers, ushers, video production staff, wardrobe attendant, chairs, in-house equipment, WiFi system and personnel, medical services for patrons and all utilities. The fees for the Required Services are included in the Building License Payment, as more particularly described in Section 4.1(a).”

17. Section 8.1(c) is added as follows:

“Optional Services. Services that are available for purchase by LICENSEE at its option, include, but are not limited to, catering, medical services including ambulance for players, overnight security, riggers, scaffolding, spotlights and operators, stagehands, field paint and other equipment, services and staffing requested by LICENSEE (“Optional Services”). The fees for such Optional Services are not included in the Building License Fee and LICENSEE shall be responsible for payment as set forth in Section 4.1(b). All such Optional Services shall be provided by licensed and/or trained CITY employees or CITY contractors.”

18. Section 9.2 is amended by adding the following at the end of the Section:

“At no cost to LICENSEE, CITY shall provide connectivity for the LICENSEE and LICENSEE’S designees to authorize payment by credit card.”

19. Section 9.4 shall be added as follows:

“Contractor Staffing. CITY shall provide LICENSEE with the number of individuals the Alamodome’s Concessionaire, Security, and Event Management contractor has scheduled to be assigned to each Event location at least 14 days prior to each Event.”

20. Section 10.1 is amended to delete the last sentence and replace it with the following:

“LICENSEE shall have the right, with no obligation to pay CITY or CITY concessionaire or any other third parties, to provide food and beverage (snacks) of its choice in the locker rooms, sidelines, media areas and other working areas for the Event or for LICENSEE’s Ancillary Events.”

21. Section 12.1 is amended to include the words “ribbon boards” after the phrase “Video Wall System.”

22. Section 12.3 is added as follows:

“NCAA Facility Standard for Video Wall, Ribbon Boards, Scoreboards, Sound and Lighting. CITY will maintain the Alamodome Video Walls, Ribbon Boards, Scoreboards, Sound and Lighting in a manner and quality standard for an NCAA Facility.”

23. Section 13.2 is deleted in its entirety and replaced with the following:

“NCAA Facility Standard for Communications. CITY will maintain the Alamodome Communications System/Services in a manner and quality standard for an NCAA Facility.”

24. Section 16.1 (c) is deleted in its entirety and replaced with the following:

“Temporary Event sponsor advertisement placement within the seating area of the stadium configuration (“TV Viewing Area”), including approved banners, temporary panels, and other types of promotional items and displays, audio and visual acknowledgment during the Event. LICENSEE’s Event sponsor identification will occur in a manner consistent with prior Alamo Bowl games and NCAA standards. On the day of each Event, LICENSEE shall have (i) the exclusive right to display temporary banners and signs within the TV Viewing Area; (ii) the exclusive right to protect its title and multimedia rights holder categories (currently Valero in the “gasoline and convenience store category”) such that no competitor of the LICENSEE sponsors shall be allowed to be audible or visible in the stadium on event day; and (iii) control of all content on LED Board/Video walls (if CITY wishes to display content on the LED Boards/Video Walls during the actual Event and for up to an hour after the conclusion of the Event, CITY must present that content to LICENSEE for its approval 30 days prior to Event, which LICENSEE shall not unreasonably withhold) and marketing materials of LICENSEE or LICENSEE’S sponsors. Only LICENSEE sponsors shall have the right to temporary sponsor advertisement placement within the TV Viewing Area. CITY has no right to display any advertisements, either temporary or permanent, within the TV Viewing Area and all such signs may be covered by LICENSEE, with the exception of the name of the Naming Rights sponsor on the field, so long as the naming Rights sponsor is from an NCAA-approved sponsorship category, an ESPN-approved advertiser/sponsor and a LICENSEE-approved sponsor. LICENSEE will work with CITY to solicit CITY’s sponsors to become LICENSEE sponsors at an appropriate level. Additionally, CITY and LICENSEE will work together to develop advertising sponsorships that protect the interests of their respective sponsors.”

25. Section 16.1(d) is deleted in its entirety and replaced with the following:

"Signage Removal. Subject to the scheduling of other events and upon prior CITY notice, LICENSEE may place exterior signs on the Alamodome. LICENSEE shall remove such signs within 24 hours of the conclusion of the Event.

26. Section 16.3 is amended to include the words "sponsors and" following the word "advertising" in the third sentence.

27. Section 16.5 is added as follows:

"CITY shall collect data from a "like gate" or the equivalent for events held in the Alamodome, if permission is granted by other event licensees, and shall provide such data to LICENSEE upon request. City shall assist by requesting such permission on behalf of Licensee."

28. Section 16.6 is added as follows:

"LICENSEE shall have the right to advertising on Videowalls/LED video scoreboards for all Alamodome events and run-time on the outdoor marquee. In addition, LICENSEE shall have a minimum of 4 permanent/fixed signs in the Alamodome, with at least one such sign per level. "

29. Section 16.7 is added as follows:

"CITY will not sell the Alamodome naming rights to a competitor of Valero for as long as Valero is the title sponsor of the Alamo Bowl. Valero will receive category protection under this Agreement for "Refining/Marketing of refined products," which includes the retail sale and marketing of gasoline."

30. Section 18.1 (a) is amended by deleting the words "this restriction" following "Exceptions to" and replacing it with the words "any and all restrictions."

31. Section 22.22 is deleted in its entirety and replaced with the following:

"Suites. LICENSEE shall have the exclusive right to market suites for each Alamo Bowl and will receive use of nine (9) suites for the Alamo Bowls at no charge ("LICENSEE Suites"). LICENSEE may utilize LICENSEE's Suites or sell them and retain the revenues from such sales without being required to pay CITY, as set forth below. CITY shall have the right to retain and use three (3) suite locations (1, 2, and 40). Tickets (22 per suite) for suites utilized by CITY shall be furnished by LICENSEE at no cost. LICENSEE shall also be granted the exclusive sales rights to market the remaining suites (not CITY Suites or LICENSEE Suites) and retain revenues derived there from after paying CITY a sum of \$1,500 for

each suite sold or traded ("Suite Payment"). If additional suites are built on the south end, CITY shall have the right to one (1) additional suite location and the Alamo Bowl shall use two (2) additional suite locations at no costs. It is the understanding of the Parties that should LICENSEE be successful in booking a future College Football National Championship Game, CITY will seek funding to build the additional suites required to secure the bid."

32. ARTICLE TWENTY-THREE (Default/Termination) is added as follows:

"In the event of a material failure by a Party to this Agreement to perform in accordance with the terms of this Agreement, including Addendum I, the other Party may terminate this Agreement upon one hundred and eighty (180) days' written notice of termination setting forth the nature of the material failure and providing an opportunity to cure; so long as the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 180 day period. Due to the necessity of implementing the Improvements identified in Addendum I prior to the 2017 Alamo Bowl, the cure period under Addendum I shall be thirty (30) days.

33. Addendum I, which is attached to this First Amendment, shall be incorporated into the Agreement for all purposes.

34. Exhibit A shall be deleted in its entirety and replaced with Exhibit A attached to this Amendment, which shall be incorporated into the Agreement for all purposes.

Except as otherwise expressly modified hereby, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED AND SIGNED this _____ day of _____, 2017.

CITY OF SAN ANTONIO

SAN ANTONIO BOWL ASSOCIATION

Sheryl Sculley
City Manager



Derrick Fox
President/CEO

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

ADDENDUM I TO THE ALAMODOME LICENSE AGREEMENT

This Addendum covers improvements at the Alamodome to be paid for by the Valero Alamo Bowl ("LICENSEE") and the City of San Antonio ("CITY"), consisting of upgrades to the WiFi, the purchase and installation of two video boards and enhancements to the sound system ("Improvements"). The estimated cost of the Improvements is \$6 million. The Improvements will be installed in time for the 2017 Valero Alamo Bowl.

Contributions. LICENSEE will provide up to \$6 million for the Improvements.

CITY will provide up to \$3 million for the Improvements.

LICENSEE will enter into an agreement with the CITY's Alamodome Design Build Contractor ("DBC") to provide the two new video boards (\$3.5M) and upgrades to the sound system (\$1.55M).

CITY shall be responsible for contracting for the WiFi upgrades.

Payment Schedule. LICENSEE will enter into an agreement to pay to the DBC up to \$3.5M for Video Boards, and up to \$1.55M for sound system improvements; Licensee will pay CITY \$950K for WiFi upgrades by September 30, 2017. LICENSEE shall have the right to review and approve funding requests and the construction budget, including the cost and completion date of the Improvements. LICENSEE will enter into agreement with DBC and may include liquidated damages in such agreement.

College Football National Championship Game. Should LICENSEE be successful in booking a future College Football National Championship Game ("CFP"), CITY will seek the funding necessary for building up to 14 additional suites required to secure the event.

Trust Fund. For purposes of the Texas Major Events Reimbursement Program ("MERP") and/or the Texas Events Trust Fund ("ETF"), CITY agrees to designate LICENSEE as the host organization for the Valero Alamo Bowl (annually and as consistent with 2016) and for all events secured by LICENSEE (i.e. such as, but not limited to, the College Football Playoff National Championship game ("CFP"), Big 12 Championship game, Neutral Site college football games like the Shamrock Series game, etc.) for the term of the License Agreement. For such events in which LICENSEE serves as the hosting organization, LICENSEE will retain 100% of any reimbursement paid by the Major Events Trust Fund/Events Trust Fund established for the event and will provide the required local funding match, in accordance with the requirements of the State of Texas. However, there shall be no exclusivity on Neutral Site Games. LICENSEE will only be designated the host organization for Neutral Site games that LICENSEE secures and LICENSEE acknowledges that other organizations could serve as the host organization for other Neutral Site games.

In the event the MERP and/or the ETF cease to exist and are therefore unavailable for reimbursements related to a CFP or a Big 12 Football Championship Game, CITY will allocate funds from the Alamodome Capital Maintenance fund to cover up to \$6 million of such event expenses that would have been eligible for reimbursement from the MERP and/or the ETF.

CITY will own all Improvements upon installation.

Both Parties agree that Football/TV Lighting is the next priority item to be brought up to NCAA standards. In the event that any of the actual expenses for the Wi-Fi, Scoreboards and Sound come in under the projected cost, the full amount of the cost savings will be set aside to go toward the funding of the Football/TV Lighting.

Exhibit A - Alamodome Fee Schedule for Valero Alamo Bowl 2015-2029

Ticket Fee Type	Oct-15	Oct-16	Oct-17	Oct-18	Oct-19
Facility R&I Fee	\$ 1.50	\$ 1.50	\$ 1.50	\$ 3.50	\$ 3.50
Facility Access Fee	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Service Charge Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Total Ticket Fees	\$ 4.00	\$ 4.00	\$ 4.00	\$ 6.00	\$ 6.00
Parking	\$ 15.00	\$ 15.00	\$ 15.00	\$ 20.00	\$ 20.00

Ticket Fee Type	Oct-20	Oct-21	Oct-22	Oct-23	Oct-24
Facility R&I Fee	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50
Facility Access Fee	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Service Charge Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Total Ticket Fees	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
Parking	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$ 20.00

Ticket Fee Type	Oct-25	Oct-26	Oct-27	Oct-28	Oct-29
Facility R&I Fee	\$ 3.50	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
Facility Access Fee	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50	\$ 0.50
Service Charge Fee	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00	\$ 2.00
Total Ticket Fees	\$ 6.00	\$ 6.50	\$ 6.50	\$ 6.50	\$ 6.50
Parking	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00

Exhibit II

**FIRST AMENDMENT
TO
ALAMODOME LEASE AGREEMENT**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this First Amendment to the Lease Agreement ("First Amendment") is entered into by the City of San Antonio, a Texas Municipal corporation ("LANDLORD"), acting by and through its Executive Director of Convention & Sports Facilities, pursuant to and duly authorized by Ordinance No. _____, passed and approved on June __, 2017, and the San Antonio Bowl Association ("TENANT") acting by and through its duly authorized designated officer.

A. LANDLORD and TENANT entered into the Lease Agreement ("Lease") pursuant to City of San Antonio Ordinance No. 2009-12-10-1018, dated December 10, 2009.

B. LANDLORD and TENANT agree to amend specific provisions of the Agreement as set out in this First Amendment.

1. Section 3.2 is amended to exercise both available Renewal Terms and extend the Lease through December 31, 2029.
2. Section 22.5 is added as follows:

"This Lease shall automatically terminate upon the termination of the License Agreement for the Alamo Bowl between the Parties."

Except as otherwise expressly modified hereby, all terms and provisions of the Lease are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms.

EXECUTED AND SIGNED this _____ day of _____, 2017.

CITY OF SAN ANTONIO

SAN ANTONIO BOWL ASSOCIATION

Michael J. Sawaya
Executive Director
Convention & Sports Facilities


Derrick Fox
President/CEO

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Item #34

Alamodome Technology Improvements & Valero Alamo Bowl Agreement

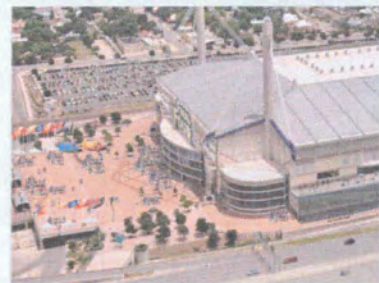
Michael J. Sawaya - Director
Convention & Sports Facilities

June 15, 2017



Background

- \$54M Alamodome Improvement Project
 - 2018 NCAA Men's Final Four Basketball Tournament
 - North Plaza; Concourse Expansion, Ribbon Boards, Video Boards (2)
- Remaining Need:
 - Public Wi-Fi System
 - Sound System Improvements
 - Additional Video Boards



Partnership with Valero Alamo Bowl



- City made request of Valero Alamo Bowl Board to contribute \$6M toward technology improvements
- VAB voted unanimously to contribute to improvements that would enhance the fan experience in the Alamodome
- Focus funding on remaining technology needs

Technology Improvements

- Wi-Fi enhancements
 - 3,500 capacity to 65,000
 - Covers full stadium
- Sound system renovation
 - Replace 25 year old system
- Two (2) additional new video boards
 - City replacing two in current renovation



Wi-Fi System Contracts

- Great South Texas Corporation:
 - \$910K
 - Purchase, installation and configuration of a Wireless, LAN/WAN and Internet edge network
- Tero Technologies, Inc.
 - \$1.1M
 - Cabling services related to the installation



Valero Alamo Bowl



- 25th anniversary
- Over 1.5M fans at the Alamodome since 1993
- \$85.5m economic impact in 2016 between Alamo Bowl and Shamrock Series
- \$2.9M in scholarships to San Antonio students since 2000



License Agreement Amendments

- Extends office lease and game temporary license agreement term from Feb. 2019 to Feb. 2030
- Funding commitment for technology improvements:
 - Valero Alamo Bowl (VAB): \$6 Million
 - City: \$3 Million (mid-year CSF budget adjustment)
- City to own all improvements



Lease Agreement – Key Deal Points



- City agrees to maintain Alamodome to NCAA standard
- City to designate VAB as Local Organizing Sponsor for State's Events Trust Fund for Qualifying Events
- If VAB is successful in College Football Championship bid, City to seek funding for building 14 new suites at Alamodome

Item #34

Alamodome Technology Improvements & Valero Alamo Bowl Agreement Amendments

**Michael J. Sawaya - Director
Convention & Sports Facilities**

June 15, 2017

