



BOARD OF DIRECTORS MEETING

THURSDAY, AUGUST 15, 2024





NOTICE OF PUBLIC MEETING AND AGENDA

LAS VEGAS STADIUM AUTHORITY BOARD
THURSDAY, AUGUST 15, 2024
3:00 P.M.

Las Vegas Convention Center – Board Room
3150 Paradise Road
Las Vegas, Nevada 89109

STADIUM AUTHORITY BOARD:

Steve Hill, Chair
Ike Lawrence Epstein, Vice Chair
Jan Jones Blackhurst, Secretary
Rose McKinney-James
Mike Newcomb
J. Tito Tiberti
Diana Valles

Lawrence Weekly
Tommy White
Bob Yosaitis
Steve Zanella
Zach Conine, nonvoting, ex-officio Board Member
Ken Diaz, nonvoting, ex-officio Board Member

THIS PUBLIC MEETING IS PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS:

Las Vegas Convention and Visitors Authority (LVCVA) – 2nd Floor Administration Offices, South Hall
3150 Paradise Road, Las Vegas, NV 89109

Stadium Authority Website: <http://www.lvstadiumauthority.com/meetings/>
Nevada Public Notice Website: <https://notice.nv.gov/>

*THE BOARD OF DIRECTORS (BOARD) MAY:
CONSIDER AGENDA ITEMS OUT OF ORDER;
COMBINE TWO OR MORE AGENDA ITEMS FOR CONSIDERATION; AND
REMOVE OR DELAY DISCUSSION ON ANY AGENDA ITEM AT ANY TIME.*

AGENDA

OPENING CEREMONIES

Call to Order

Roll Call

COMMENTS FROM THE FLOOR BY THE PUBLIC

The first public comment period is limited to comments on items on the agenda. Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Board at this time, please step up to the podium and clearly state your name and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH.

APPROVAL OF AGENDA AND MINUTES

Approval of the Agenda.
For possible action.

Approval of the Minutes from the July 18, 2024, Regular Meeting of the Board
For possible action.

COMMENTS BY CHAIR, BOARD MEMBERS, AND STAFF

The Chair, Board Members, and staff will provide comments or updates.

This is an informational item and does not require Board action.

STAFF REPORTS AND REQUESTED ACTIONS

1. **Fiscal Year 2025 University of Nevada, Las Vegas (UNLV) Compensation Payment**
That the Board considers approving a payment of \$2,375,792.56 to UNLV as compensation for the loss of net income as a result of the closing of Sam Boyd Stadium.

For possible action.
2. **Approval of University of Nevada, Las Vegas (UNLV) Team Home Games for the 2024 Season at Allegiant Stadium**
That the Board considers approving the proposed UNLV Team Home Games schedule at Allegiant Stadium for the 2024 football season.

For possible action.
3. **Stadium Annual Utilization Overview**
Las Vegas Stadium Events Company (StadCo) staff will provide an annual stadium utilization overview for the 2023 calendar year.

This is an informational item and does not require Board action.
4. **Stadium Activity Report Second Quarter 2024**
Las Vegas Stadium Events Company (StadCo) staff will provide a stadium activity report for the second quarter of calendar year 2024.

This is an informational item and does not require Board action.
5. **LV Stadium Events Company Annual Audit Report**
Representatives of KPMG, LLP will provide a summary report on the Las Vegas Stadium Events Company (StadCo) annual independent financial statement audit.

This is an informational item and does not require Board action.
6. **Draft Lease Agreement with Athletics StadCo LLC**
Stadium Authority staff and attorneys will present the current draft of the proposed lease agreement between the Clark County Stadium Authority and Athletics StadCo LLC (StadCo).

This is an informational item and does not require Board action.

COMMENTS FROM THE FLOOR BY THE PUBLIC

This public comment period is for any matter that is within the jurisdiction of the Board. Items raised under this portion of the agenda cannot be deliberated or acted upon until the notice provisions of the Nevada Open Meeting Law have been met. If you wish to speak to the Board at this time, please step up to the podium and clearly state your name and spell your first and last name for the record. COMMENTS ARE LIMITED TO THREE (3) MINUTES IN LENGTH.

ADJOURNMENT

Persons are invited to submit written remarks for all matters, both on and off the agenda. Written remarks presented for inclusion in the Board's minutes must be flat, unfolded, on paper of standard quality, and 8½ by 11 inches in size. Written remarks shall not exceed five (5) pages in length. The LVSA will not accept for filing any submission that does not comply with this rule. On a case-by-case basis, the Board may permit the filing of noncomplying [sic] written remarks, documents, and related exhibits pursuant to NRS 241.035(1)(e).

To submit ideas to the LVSA, please visit <http://www.lvstadiumauthority.com/meetings/>

The Board's meeting rooms are accessible to persons with disabilities. If special arrangements are required, please contact the Customer Safety Department at: 702-892-7400, which is a 24-hour Dispatch Control Center, or contact Silvia Perez in the Board Office at: 702-892-2802 or sperez@lvcva.com

Members of the Board may participate in this meeting via telephone conference call.

For information or questions regarding this agenda please contact:
Silvia Perez, Executive Assistant to the Board
3150 Paradise Road, Las Vegas, Nevada 89109
702-892-2802 or sperez@lvcva.com

Supporting materials for this meeting are available at 3150 Paradise Road, Las Vegas, NV 89109 or by contacting Silvia Perez at 702-892-2802 or sperez@lvcva.com

MINUTES

Stadium Authority Board Meeting

July 18, 2024



Las Vegas Stadium Authority Board Meeting July 18, 2024 Minutes

The Las Vegas Stadium Authority (LVSA) Board Meeting was held on July 18, 2024, at the Las Vegas Convention Center, 3150 Paradise Road, Las Vegas, Nevada 89109. This meeting was properly noticed and posted in compliance with the Nevada Open Meeting Law.

Board of Directors (Board)

Present unless otherwise noted

Steve Hill, Chair

Lawrence Epstein, Vice Chair.....*virtual*

Jan Jones Blackhurst

Rose-McKinney James.....*virtual*

Mike Newcomb.....*virtual*

J. Tito Tiberti

Diana Valles.....*absent*

Lawrence Weekly

Tommy White.....*virtual*

Bob Yosaitis

Steve Zanella

Zach Conine, ex-officio.....*virtual*

Ken Diaz, ex-officio.....*virtual*

OPENING CEREMONIES

Chair Steve Hill called the meeting to order at 3:00 p.m.

Caroline Bateman, Board Counsel, acknowledged that all members of the Stadium Authority Board were present either in person or virtually, except for Member Diana Valles.

Member Valles joined the meeting virtually at 3:03 p.m.

COMMENTS FROM THE FLOOR BY THE PUBLIC

Jeremy Koo referenced Agenda Item 4, Draft Non-Relocation Agreement with the Athletics Investment Group LLC, noting that the proposed agreement would allow the A's to relocate no more than seven home games every two years, and no more than four in any season, totaling up to 85 games over the 30 year-life of the proposed agreement. (Mr. Koo later submitted a revision to this statement, that it should be 105 games over the 30-year life of the proposed agreement.) Mr. Koo commented that the proposed agreement is similar to a non-relocation agreement recently approved by the St. Petersburg City Council and noted that the Tampa Bay Rays did not seek financial support from the State of Florida, whereas the A's are seeking support from the State of Nevada. Mr. Koo outlined discussions held during the Nevada Legislature's 2023 Special Session and provided that the Nevada Legislature ultimately specified a minimum financial commitment and other requirements and amendments to the then-named Senate Bill (SB) 509. Mr. Koo informed the Board that the Senate amended SB 509 to a \$1.5 million financial commitment, with the Assembly subsequently increasing that amount to \$2 million and adding two members to the Board to be appointed by the Speaker and Senate Majority Leader. Mr. Koo referenced his attached letter and provided that each game relocated would result in \$380,000 in incremental tax revenue that would either be lost, or that StadCo would need to find another event to replace with. He questioned if the Nevada Legislature was aware that fewer than 82 games would be played at the proposed Stadium when it approved \$2 million in annual community benefits into Statute. He also questioned the actual

benefits to the community if it has to pay a higher tax rate or for government services to make up the shortfall caused by relocating those games.

Alexander Marks referenced Agenda Items 2-5 and provided a summary of events leading up to current A's activities. He outlined the order of events including the presentation of an "economically debunked deal for a publicly funded retractable roof" by "unregistered lobbyists" and the "misguided priorities" of Nevada politicians as related to the use of public funds for schools. He commented on the vetoing of a bill for universal free meals for Nevada children, the lack of a signing ceremony for SB1, and the altering of renderings of the proposed MLB stadium. Mr. Marks recalled a lawsuit by A's lobbyists related to a petition created by Nevada educators, a canceled press conference originally intended to release new stadium renderings, and the "cold reception" John Fisher received at a Chamber of Commerce event. He referenced a lawsuit by Strong Public Schools Nevada to stop public funding, a statement by Las Vegas Mayor Carolyn Goodman that the A's should stay in Oakland, and the new stadium renderings being for a dome as opposed to a retractable roof. Mr. Marks provided that Mr. Fisher moved the A's to a minor league baseball stadium in Sacramento shortly after the approval of the A's Community Benefits Agreement. He commented on the firing of A's staff, Big League Weekend, and the last-minute release of details related to the proposed development agreement. Mr. Marks stated that the process has been "outlandish", that the public deserves better, and that due diligence is not optional.

APPROVAL OF AGENDA AND MINUTES

APPROVAL OF THE AGENDA AND MINUTES

Member Jan Jones Blackhurst moved, seconded by Member Tommy White, and it was carried by unanimous vote of the voting members, to approve the July 18, 2024 Regular Meeting of the Board of Directors agenda, to approve the minutes of the May 16, 2024, Regular Meeting of the Board, and to approve the minutes of the May 23, 2024 Public Hearing on the Budget.

COMMENTS BY CHAIR AND BOARD MEMBERS

Chair Hill recognized Eric Harper, Director of Athletics at the University of Nevada, Las Vegas (UNLV) for being recently awarded The Leadership Playbook's 2023-24 Administrator of the Year for Public Universities. Member Mike Newcomb provided comments about Mr. Harper and expressed appreciation for the recognition.

Mr. Hill thanked the A's for its collaborative efforts on the non-relocation agreement and the "dense" development agreement, and thanked others involved in the negotiation efforts. He invited A's executive, Sandy Dean, to the podium to provide an update on the financing of the proposed MLB stadium.

Mr. Dean introduced himself and provided background information about his experience. He thanked Stadium Administrator Ed Finger, Ms. Bateman, Mark Arnold, and the Board for their engagement on the numerous documents previously and currently presented. Mr. Dean provided an update on site planning efforts at the former site of the Tropicana Las Vegas. He specified that the ballpark is planned to be located just northeast of the center of the site, with the orientation being towards the MGM Grand and the New York-New York Hotel & Casino. Mr. Dean informed the Board that Bally's is currently working on initial planning of a phase one resort and that the timeline of the phase one resort remains to be determined. He acknowledged that there is a large team collaborating on the ballpark project comprised of Bjarke Ingels Group, HNTB Corporation, Mortenson McCarthy, CAA ICON, and Legends. He noted that the aforementioned companies were all involved in the Allegiant Stadium Project, with the exception of Bjarke Ingels. Mr. Dean provided that the groups that were working on the technical design aspects included Kimley-Horn, Lochsa Engineering, Thornton Tomasetti, and Henderson Engineers, among others.

Mr. Dean stated that the budget for the ballpark is \$1.5 billion derived from three sources – public funds, privately borrowed funds, and equity contributions. He noted that \$350 million are expected to be public funds, and that \$300 million are expected from the privately borrowed component. Mr. Dean provided that debt financing is yet to be secured and that there has been strong interest from numerous lenders that want to participate. He noted that the balance of the \$1.5 billion would be equity contributions to the team and that discussions will be taking place in the coming months regarding outside investors and investors from Las Vegas.

Mr. Dean stated that the A's are "in good shape" as related to financing and that he would return with more detail in the fall.

Chair Hill provided that the Board would meet again in August, would cancel September's meeting, and that the October and November meetings are to be determined. He stated that the Board would be meeting on consecutive Thursdays in December, and the exact dates would be sent to the Board.

This was an informational item and did not require Board action.

STAFF REPORTS AND REQUESTED ACTIONS

1. **Approval of Stadium Authority Capital Improvement Program for Fiscal Years 2025-2029**

Mr. Finger outlined Nevada state law requirements for local governments to annually prepare, update, and submit five-year capital plans. He presented the five-year capital plan for Allegiant Stadium and noted that the amount of expenditure contained in the plan for the following fiscal year was equal to the amount in the budget. He provided the after-bond payment waterfall order of room tax revenue distribution as follows: bond payments; LVSA administrative costs; debt reserve; payment to UNLV; capital; debt retirement; and infrastructure. Mr. Finger explained the budget approval process as related to capital fund expenditures and noted that future year data is calculated based on current room tax levels and the amount of spillover to the Capital Funds into the residual. He reiterated that the proposed MLB stadium was not included in the plan presented and would be presented in the fall. Mr. Finger requested that the Board consider: 1) Approving the fiscal year (FY) 2025 – 2029 Capital Improvement Program (CIP), and 2) Authorizing the Stadium Authority Administrator to submit the CIP to the Clark County Debt Management Commission and to the State of Nevada Department of Taxation.

Chair Hill asked that Mr. Finger clarify exactly what approval is being requested, to which Mr. Finger answered that approval is requested for the five-year capital improvement plan that is attached to the agenda item.

Member White moved, seconded by Member Jones Blackhurst, and it was carried by unanimous vote of the voting members, to: 1) Approve the FY 2025 – 2029 CIP, and 2) Authorize the Stadium Authority Administrator to submit the CIP to the Clark County Debt Management Commission and to the State of Nevada Department of Taxation.

2. **Selection of Baseball Stadium Events Company – Athletics StadCo LLC**

Mr. Finger outlined the requirements of the Southern Nevada Tourism Innovation Act (Senate Bill or SB1) as related to the approval of four key documents prior to the creation of the Sports and Entertainment District (SEID), prior to the public's financial participation in stadium construction, and prior to the issuance of bonds and transferable tax credits. He provided that the Community Benefits Agreement was approved in March 2024, that the lease and non-relocation agreements have been introduced and an updated version of the non-relocation agreement would be presented at this meeting with an updated lease agreement coming to the Board during its August meeting. Mr. Finger introduced Stadium Authority Counsel Mark Arnold, of Hunton Andrews Kurth, LLP, and noted that Mr. Arnold would be presenting the first draft of the development agreement during today's meeting.

Mr. Finger shared that the Board has completed two of the actions required prior to its approval of the final lease, non-relocation, and development agreement documents. He confirmed that on May 16, 2024, the Board approved findings that MLB has authorized the A's to locate or relocate within the SEID, and that the A's have committed to locate or relocate within the SEID. Mr. Finger stated that the following step would be for the Board's selection of a baseball stadium events company and its selection of a developer partner, both of which would be addressed at this meeting.

Mr. Finger explained that the approval being requested in Agenda Item 2 was for the selection of a baseball stadium events company. He described the requirements for the potential baseball stadium events company including disclosing the identify of its owners and managers, being organized under the laws of the state of Nevada, and an obligation to have an affiliation with the MLB team. Mr. Finger stated that Staff believes Athletics StadCo LLC has met those requirements. He referenced the supplemental material attached to the agenda item and requested that the Board considers selecting Athletics StadCo LLC as the Baseball Stadium Events Company for the Major League Baseball Stadium.

Member Jones Blackhurst moved, seconded by Member White, and it was carried by unanimous vote of the voting members, to select Athletics StadCo LLC as the Baseball Stadium Events Company for the Major League Baseball Stadium.

3. **Board Findings - Baseball Stadium Developer Partner**

Mr. Finger referenced the necessary findings contained in Section 22 of SB1 prior to the approval of the lease, non-relocation, and development agreements and noted that the selection of the developer partner required four distinct findings, also under Section 22 of SB1, from the Board. He described that the first two findings involve the disclosure of the identities of the legal person and affiliations with the MLB team. Mr. Finger specified that the third and fourth findings involve demonstration, to the satisfaction of the Board, that the developer partner is able to successfully develop and construct the MLB stadium project and must provide adequate financial security to the Board, for the performance of those obligations. Mr. Finger provided that the necessary financials related to the latter two findings would be provided to the Board in the fall, as mentioned by Mr. Dean. Mr. Finger noted that the supplemental material for Agenda Item 3 involves substantially the same documents as the supplemental material for Agenda Item 2 because the same entity will serve as both StadCo and DevCo. He stated that Staff confirms that Athletics StadCo LLC has met the statutory requirements for the board to reach findings that the proposed Baseball Stadium developer partner, Athletics StadCo LLC, has, in accordance with Section 22(c) of SB1: 1) Disclosed to the Board, as a matter of public record, the identity of the person who will act as the developer partner; and 2) Provided documentation satisfactory to the Board to indicate that it has an affiliation with the Major League Baseball team.

Member Jones Blackhurst moved, seconded by Member White, and it was carried by unanimous vote of the voting members, to reach findings that the proposed Baseball Stadium developer partner, Athletics StadCo LLC, has, in accordance with Section 22 of SB1: 1) Disclosed to the Board, as a matter of public record, the identity of the person who will act as the developer partner; and 2) Provided documentation satisfactory to the Board to indicate that it has an affiliation with the Major League Baseball team.

4. **Draft Non-Relocation Agreement with the Athletics Investment Group LLC**

Mr. Finger described that the public dissemination and review process of the formative documents for the MLB stadium was intended to make the agreements available and to allow sufficient time for public review. He outlined the key elements of the draft Non-Relocation Agreement, including setting the terms and conditions under which the MLB team can relocate from Las Vegas and providing for remedies and for the potential of liquidated damage in the event the MLB team relocates in violation of the agreement. He provided that the Draft Non-Relocation agreement was originally presented to the Board at its May 16, 2024 meeting and that today's draft would address two revisions to the original document.

Mr. Finger discussed a covenant related to regular-season out of market home games in the proposed MLB stadium and noted that thorough efforts have been made to conduct contemporary analyses of most of the MLB teams' non-relocation agreements. He noted that a few MLB teams don't have public funding to necessitate a non-relocation agreement, some contain allowances for teams to play out of market as allowed by MLB rules, and that some

allow the team to play up to 10% of their 81 game home season out of market. Mr. Finger described non-relocation agreements permitting three, four, and six games per year allowed to be played out-of-market, and some having calculations of numbers of games allowed over a couple or a few consecutive years. He noted that an analysis of frequency and patterns of teams playing out of market determined that currently, MLB teams on average don't play more than one out-of-market game per year. Mr. Finger provided that the concept of a team playing international and other games out of market is a normal provision in baseball and exists in other sports, including the non-relocation agreement of the Las Vegas Raiders (Raiders). He stated that during the introduction of the A's Draft Non-Relocation agreement, Mr. Arnold provided that the number of out-of-market games allowed was still being negotiated and likely to change. Mr. Finger commented on press and community feedback related to the number of out-of-market games and ensured that negotiations with the A's are cooperative with a mutual interest to ensure the appropriate number of out-of-market games.

Mr. Finger stated that the current draft contains a provision that the number of games allowed out of market cannot exceed seven, in any two consecutive seasons, with an individual season cap of no more than four out-of-market games. He clarified that this applies to a regular home season of 81 games.

Mr. Finger provided that the second change to the Draft Non-Relocation Agreement was the inclusion of a provision that should the proposed stadium be unsuitable for play due to unforeseen events, the team must make commercially reasonable, diligent, and good faith efforts to play at an alternate site in unincorporated Clark County. He noted that the previous version stated that the geographical area would be defined as the stadium district. Mr. Finger reiterated that the Draft Non-Relocation Agreement was presented for informational purposes and for public review and feedback.

Member Lawrence Weekly referenced Mr. Koo's questions about the number of home games to be played to which Mr. Finger responded that the MLB regular season consists of 162 games, 81 of which are home games, and 81 away games.

Ex-officio member Zach Conine expressed appreciation for the discussions held with staff regarding the reduction of out-of-market games, expressed hope that the number of out-of-market games be further reduced, and suggested mechanics be implemented to allow flexibility for out-of-market games once revenue projections are met. He recognized the fiduciary responsibility associated with the large sum of public funds, expressed appreciation for the work by Staff, and expressed hope that the final numbers presented would be "better".

This was an informational item and did not require Board action.

5. Draft Development Agreement with Athletics StadCo LLC

Mr. Finger provided that the current initial draft of the development agreement was informational and presented for Board and public review. He explained that Staff would present additional iterations of the agreement, or a final proposed agreement, or at future Board meetings for review and/or approval.

Mr. Arnold provided that the draft development agreement contains the obligations and responsibilities of the public and StadCo with regard to building the proposed MLB stadium. He stated that the current draft of the development agreement is based on the development agreement for Raiders stadium and noted that there is language that captures the differences in public financing between the two transactions.

Mr. Arnold referenced Article 3.2(a) related to the Authority Contribution amount, stating that the maximum amount of money that can be contributed by the public should be a lesser of money that is available from public sources, or \$380 million. He referenced Mr. Dean's comments regarding budget projections of \$350 million and provided that those would consist

of Pay-Go tax proceeds from the SEID, the county bond proceeds, the state transferable tax credits, and the \$25 million county credit. Mr. Arnold explained the concept of personal seat licenses (PSL), provided that the A's have not made a decision on the use of PSLs, and noted that a provision regarding PSL revenues and sales was included to allow flexibility once the decision is made. He stated that any money contributed from PSL revenues would be deemed as a StadCo private contribution, not a public contribution.

Mr. Arnold provided that Section 3.4 details the transferable tax credits process and summarized that certain milestones need to be reached in the construction process in order for portions of transferable tax credits to be released.

Mr. Arnold described the process included in Section 3.7 regarding the agreement for a budget for the proposed stadium and the initial contributions, in percentages, of that budget. He referenced the Raiders transaction in which a percentage of funds were contributed in a certain order, up until there was \$50 million remaining to be paid. He noted that the A's structure would be similar to that of the Raiders, with the exception of the transferable tax credits component.

Mr. Arnold provided information regarding the Construction Funds Trust Agreement that governs the escrow accounts into which all the money will be deposited to and withdrawn from, for project costs. He stated that document would be patterned against the Raiders' document with clarifications on how transferable tax credits are utilized.

Mr. Arnold referenced a provision that directs that excess funds in the Construction Funds Trust should be returned to its source, should there be any remaining after the project's completion date.

Mr. Arnold referenced Article 5 and discussed the process for site acquisition, dedications, and license. He noted that the necessary documents, including title, surveys, and environmental reports, would be forthcoming and that standard language is included that eliminates the Authority's liability for defects in the site, as the site procurement is the A's responsibility.

Mr. Arnold referenced Section 5.8 related to Unwinding of the Project Documents, explained the necessity for that section, and noted that the language is typical to stadium transactions and is the same language used in the Raiders transaction.

Mr. Arnold provided that Article 6 is a typical provision that requires StadCo to obtain the necessary permits, licenses, and approvals in connection with the design, development, construction, and operation of the project.

Mr. Arnold provided that Article 7 addresses the Scope of Development of Project Improvements and defers to a yet-to-be drafted design build or construction manager at-risk agreement between StadCo and its contractor. He referenced Mr. Dean's comments that contractors and architects have been identified and progress is being made on those transactions.

Mr. Arnold referenced sections 7.2 through 7.6 related to StadCo's required notice and provision to the Board of the Project team members, the design build agreement, the cash budget, and receipt of the construction schedule, prior to signing the proposed development agreement.

Mr. Arnold discussed the Approval of Project Submission Matters in Section 7.7 that states that any changes, modifications, or amendments to the Project Submission Matters are subject to the Approval of the Authority.

Mr. Arnold discussed the contract requirements detailed in Section 7.8 as related to the design build agreement, including subcontractor bids, small businesses requirements, guaranteed maximum price and contingency percentage, payment or performance bonds and parent guarantees.

Mr. Arnold commented on substantial and final completion dates addressed in Section 7.10 and noted that those dates would be determined by the Stadium Authority and the A's pursuant to the construction contract.

Mr. Arnold provided information on a provision in Section 7.11 that any liquidated damages paid by the design-build contractor would be split between StadCo and the Stadium Authority based on the amount of percentage of financing each have contributed for the project costs.

Mr. Arnold provided that Section 7.14 includes standard protections related to mechanics liens.

Mr. Arnold referenced Section 7.16 related to Access to the Project, noting that the Stadium Authority will agree to comply with StadCo's safety rules, requirements, and procedures so long as they are similar to other stadiums similarly situated, and will agree to minimize interference with the construction process.

Mr. Arnold discussed specific provisions in Section 7.17 that will ensure that the Stadium Authority's owner's representative is involved in the construction process. He provided that Sections 7.17(c) requires StadCo to provide a monthly project status report to the Stadium Authority's owner's representative. Mr. Arnold summarized that Section 7.17 specifies the cooperation that must be provided to the Stadium Authority's owner's representative including notices of claims, status reports, and inclusion in regularly scheduled meetings.

Mr. Arnold commented on the Post-Completion Deliverables addressed in Section 7.21 including as-built surveys and CAD files.

Mr. Arnold listed the Project Reporting requirements in Section 8.1 including progress on permits, cost comparisons of budgeted versus actual, and status of the Community Benefits Agreement.

Mr. Arnold provided that Article 9 addresses environmental provisions that make StadCo responsible for remediation of any land contamination unless caused by gross negligence or willful misconduct by the Stadium Authority.

Mr. Arnold commented on the Excusable Delay provision in Article 10 that allows the extension of deadlines due to force majeure circumstances.

Mr. Arnold provided that Section 11.1 acknowledges that the Stadium Authority has the right to request changes to the construction contract and would have to pay for them above and beyond the public money that has already been contributed. He noted that the same language was included in the Raiders document and changes were never requested by the Stadium Authority. Mr. Arnold commented on the provision in Section 11.2 that allows StadCo to make changes in the project. However they cannot make changes that would create cost overruns, and cannot change anything that would make the project not meet the facility standard without the Stadium Authority's consent.

Mr. Arnold provided that Article 12 states that StadCo is responsible for all cost overruns and specifies how it has to pay for cost overruns. He commented that Article 12.4 addresses audit rights that allow the Stadium Authority to audit StadCo up to once per calendar year upon notice to StadCo, to verify compliance with the development agreement.

Mr. Arnold commented on the standard provisions included in Article 13 requiring StadCo and its contractors to obtain the necessary insurance and requiring StadCo to indemnify the Stadium Authority, unless incidents are caused by the Stadium Authority's gross negligence or willful misconduct. He noted that language is under negotiation because some provisions have an overlay of MLB's insurance and indemnity program.

Mr. Arnold reviewed provisions in Article 14 related to casualty damage noting that in the event of damage to the project while in construction, insurance proceeds would go through Stadco and its contractor, and the project construction would proceed as planned.

Mr. Arnold commented on the inclusion of condemnation and eminent domain in Article 15 as standard practice and provided thoughts that it is unlikely to happen.

Mr. Arnold referenced Article 16 regarding defaults and remedies including failure to pay default, standard covenant default, and cure period and noted that 16.1(a) addresses defaults on StadCo's end, and 16.1(b) addresses defaults on the Stadium Authority's end. He highlighted Article 16.2 summarizing that the Stadium Authority has the right to terminate the development agreement if the A's or StadCo default under any of their obligations, only if the payment default is more than \$1 million or if the failure adversely affects life safety, public health or the environment, and in any material respect. He provided that the \$1 million amount was currently under negotiation.

Mr. Arnold discussed the public funds early termination amount referenced in 16.2(a) and noted that amount is still being negotiated. He defined the public funds early termination amount stating if the Stadium Authority terminates the agreement with StadCo at fault, StadCo would be required to pay back any outstanding bonds, county credit, and state tax credits that they have used, less any money that remains in the construction funds trust from the bond proceeds. Mr. Arnold commented on All Other Remedies, allowing the Stadium Authority to sue StadCo for damages, injunction, or self-help, in the event of defaults not at the scale of termination remedy.

Mr. Arnold commented on termination notices and procedures in Article 16.4 and discussed a provision in Article 16.5 that requires a public hearing before the Board and a Board vote to terminate the development agreement.

Mr. Arnold provided information on Article 17 related to assignments and leasehold mortgages. He summarized that Stadco cannot assign the lease agreement without the Stadium Authority's consent unless MLB consents. He stated that provision is included on every stadium lease he has worked on. He added that any private lenders that help finance the stadium are allowed to place a leasehold mortgage on the leasehold interest under the lease and in their interest under the development agreement. Mr. Arnold noted that there are several pages in the draft lease agreement that discuss protections for the lenders, protections for the Stadium Authority and what happens if StadCo forecloses.

Mr. Arnold commented on dispute resolution matters addressed in Article 19 as related to mediation and arbitration. He discussed the adequate financial security discussed in Article 20 that will be part of a future finding that StadCo and its contractor have the financial ability to pay their portion of costs.

Mr. Arnold referenced miscellaneous provisions included in Article 21 including establishment of governing law, waiver of jury trial, and a time of the essence clause. He provided information on definitions and footnotes included in the document.

Chair Hill thanked Mr. Arnold for his review of the development agreement, to which Mr. Arnold noted there are still issues on the development and lease agreements that are being worked on and stated that he anticipates the lease agreement will be presented to the Board at its August 15, 2024 meeting.

COMMENTS FROM THE FLOOR BY THE PUBLIC

Mr. Koo clarified clarify that the non-relocation agreement calls for no more than seven relocated home games in any consecutive two years and that seven multiplied by 15 would be 85 games, if the A's exercised all their options. (Mr. Koo later submitted a revision to this statement, that it should be 105 games over the 30-year life of the proposed agreement.) He referenced the application of NRS 361.157 to both Allegiant Stadium and the proposed baseball stadium and asked if the operating company of each stadium has to pay leasehold tax equal to what the property tax would be if the stadium authority was not exempt from property tax. He provided background on NRS 361.157 and 361.157(3) and referenced a Nevada Supreme Court case where the Supreme Court affirmed the eviction of the operator of the Las Vegas Motor Speedway for a breach of a lease covenant to pay all taxes, including leasehold tax under NRS 361.157. Mr. Koo discussed reports that the A's and Las Vegas Raiders are, or will be exempt from real property tax under their respective legislation because the projects are deeded to the stadium authority and the legislation provides for that exemption. He expressed surprise as to why NRS 361.157 would not apply to the A's and the Las Vegas Raiders running a business for profit on land owned by the Stadium Authority that is exempt from real property tax. Mr. Koo commented on the \$17 million estimated property tax bill for each the Las Vegas Raiders and A's, without the exemption. He suggested that the Stadium Authority discuss the matter with its counsel, and that the A's discuss with its counsel. Mr. Encouraged that Treasurer Conine or the Clark County District Attorney request a legal opinion from Attorney General Ford. He stated that the Attorney General's office has opined in the past about the application of NRS 361.157. Mr. Koo provided that if the Las Vegas Raiders ultimately seek a legislative change, they should make that known before early voting starts in October, as "the Nevada voter deserves to know who supports and opposes a tax break for the A's."

Mr. Hill noted that Mr. Koo's question cannot be answered during public comment but that Staff would reach out to him with an answer to his question.

Linda Lovelady, owner of Lovelady Brewery, stated that she represents the Nevada Craft Brewers Association and provided information on that organization and its mission. She referenced the first paragraph of Allegiant Stadium's Community Benefits Plans and provided thoughts that the Nevada Craft Beer industry has been "shut out" of Allegiant Stadium and she wants to ensure the same does not happen with the proposed A's stadium. She stated that out of Allegiant Stadium's 1,100 beer tap handles, less than 1% are Nevada craft beer. She listed reasons why Nevada craft beer should be served at both stadiums including support of Nevada's employment and economy, and tourist experience enhancement, and she also listed awards won by Nevada craft brewers.

ADJOURNMENT

Respectfully submitted,

Date Approved: August 15, 2024

Silvia Perez
Executive Assistant to the LVCVA Board

Steve Hill
Chair

Public Comment Submission

from Jeremy Koo
July 18, 2024

Jeremy Koo
Sacramento, California
koojeremy@gmail.com
May 31, 2024

Las Vegas Stadium Authority Board
Attn: Alexis Fradella
3150 Paradise Road
Las Vegas, Nevada 89109
afradella@lvstadiumauthority.com
VIA EMAIL

Dear Members of the Stadium Authority Board:

I write to express my concerns regarding a critical term in the proposed non-relocation agreement for the MLB stadium project.¹ Specifically, I would like to address the issue of the Athletics potentially playing up to eight of their 81 regular season home games annually without compensation at locations other than the proposed stadium and to urge the Board to insist on (a) terms commensurate with other MLB non-relocation agreements or (b) appropriate compensation for these relocated home games.

Section 2.2(a)(i) of the proposed non-relocation agreement describes the requirement that the A's play all of its regular season home games in the stadium but provides the following exception:

Notwithstanding the foregoing, the Team shall be entitled to play . . . its MLB Homes [*sic*] Games outside the Stadium during the Non-Relocation Term . . . ; *provided* that . . . no more than [seven (7)] MLB Home Games may be played outside the Stadium in any single Championship Season pursuant to this Section 2.2(a)(i).

On May 16, 2024, Chair Hill indicated that negotiations with the A's involved whether seven or eight relocated home games would be allowed. Allowing nearly 10 percent of A's home games to be played away from Clark County (1) far exceeds that permitted in other non-relocation agreements negotiated in other MLB markets in the last 15 years and (2) materially impacts the A's/Applied Analysis economic and tax revenue assertions made to the Legislature during consideration of SB1.²

¹ *Non-Relocation Agreement* (draft May 16, 2024), LAS VEGAS STADIUM AUTHORITY BOARD, <https://www.lvstadiumauthority.com/docs/2024/05/16/mlb/DRAFT%20-%20Non-Relocation%20Agreement.pdf>.

² For a scholarly review of the “multiple policy reasons why a city would seek to contractually ensure that its MLB team does not relocate,” see Martin J. Greenberg & Bryan W. Ward, *Non-Relocation*

At a minimum, I urge the board to require the Athletics to justify the reasonableness of this uncompensated request in light of the Legislature’s reliance on the asserted incremental economic and tax revenue benefits the Athletics and its consultant, Applied Analysis, made to the Legislature before passing this bill.

I. Eight relocated games far exceed that provided in other MLB markets’ non-relocation agreements.

Since 1996, MLB has scheduled a limited number of neutral site games each season.³ For these games, one team is designated the “home team” for purposes of the MLB schedule.⁴ The A’s have played in three such series, all two-game series in Tokyo that counted towards the regular season: 2008, 2012, and 2019.⁵

“Non-relocation agreements that were drafted following the inception of overseas scheduling typically contain provisions that allow a limited number of games to be played away from the home stadium.”⁶ However, in the last 15 years, no relocation agreement for a new stadium contemplates anywhere near the seven or eight annual relocated games contemplated by the draft agreement provided to the Board:

Year Signed	Team	Exceptions to the covenant to play all home games at the stadium
2017	Texas Rangers	“reasonable exceptions for International Play and play in neutral venues” ⁷

Agreements in Major League Baseball: Comparison, Analysis, and Best Practice Clauses, 21 MARQ. SPORTS L. REV. 7, 13 – 19 (2010),

<https://scholarship.law.marquette.edu/cgi/viewcontent.cgi?article=1495&context=sportslaw>.

³ David Adler, *MLB’s history of games played abroad* (May 10, 2024),

<https://www.mlb.com/news/baseball-games-played-outside-the-us-c272441130>.

⁴ The [2022 – 2026 collective bargaining agreement](#) between MLB and the MLB Players Association requires the Commissioner’s Office to “compensate clubs that have lost one or more home games replaced by an International Play Event for lost revenue.” Article XXV(D)(4)(a) [p.165]. A similar provision applies for domestic special events at Article XV(O)(6) [p.86].

⁵ Adler, *supra* note 3.

⁶ Greenberg, *supra* note 2, at 21.

⁷ CITY OF ARLINGTON, TEX., NON-RELOCATION AGREEMENT (2017) 7 (§ 2.1(c)), https://cdnsm5-hosted.civiclive.com/UserFiles/DBFiles/server_14481062/201901/15087689/non_relocation_agreement.pdf. Though not drafted in terms of a definite number, “reasonable” likely can be interpreted to mean in conformance with historic MLB practice in scheduling neutral site games.

2014	Atlanta Braves	“in any consecutive three (3) year period, up to six (6) regular season Home Games . . . in an international or other location as requested by MLB” ⁸
2009	Miami Marlins	“in any consecutive five-year period, up to three (3) regular season MLB home games . . . in an international or other location as permitted or requested by Major League Baseball” ⁹

Historically, at most, an MLB team plays three “home” games away from home for these special events in any season. In 2024, the entire schedule of neutral site games includes only eight games, encompassing international venues in Seoul, Mexico City, and London, as well as single-game domestic special events. No one MLB team will play more than two regular season “home” games away from their home market this year.

Suppose MLB intends to hold to the historic practice of no one team playing more than three home games per year outside of its home stadium. In that case, it is unclear why the A’s require the uncompensated right to play seven, much less eight, home games away from the proposed stadium yearly. It is also unclear why the A’s should be permitted to play four times as many relocated games as the Atlanta Braves or 13 times as many as the Miami Marlins in five years.

II. The Board must protect the stadium’s MLB-based economic benefits and tax revenue because the Legislature adopted SB1 based on the analysis of incremental economic benefits and tax revenues presented by the A’s and Applied Analysis

The relocation of seven or eight home games away from Las Vegas would result in \$2.6 – 3.0 million of lost incremental tax revenue and \$65 – 75 million of lost incremental economic activity annually, based on the analysis prepared by A’s consultant Applied Analysis that was presented to the Legislature in its consideration of SB1.¹⁰

The analysis indicates that the MLB stadium project will annually draw 405,000 incremental visitors¹¹—those who would not have visited Las Vegas but for the baseball game—who will contribute \$900 million in incremental economic

⁸ COBB COUNTY, GA., NON-RELOCATION AGREEMENT 2 (§ 2.1.2) <https://s3.amazonaws.com/cobbcounty.org-if-us-east-1/s3fs-public/2018-07/Cobb-Braves-Non-Relocation-Agreement.pdf>.

⁹ MIAMI-DADE COUNTY, FLA., RESOLUTION NO. R-318-09, *Non-Relocation Agreement 2* (§ 3(b), PDF p. 337), <https://www.miamidade.gov/govaction/legistarfiles/MinMatters/Y2009/091009min.pdf>.

¹⁰ NEVADA STATE LEGISLATURE, 6/7/2023 – *Senate Committee of the Whole*, YOUTUBE (June 7, 2023), https://www.youtube.com/live/NXdW7-ld1ZQ?si=rFN_5dXnBUSKAi5H&t=2587 (starting at 43:07).

¹¹ *Id.* at 46:49.

output¹² and \$36.5 million in incremental tax revenue¹³. On average, each incremental visitor will generate \$2,222.22 in incremental economic output and \$90.12 in incremental tax revenue.

Applied Analysis expects the proposed stadium will host 95 ticketed events annually, including 82 baseball games.¹⁴ These events will draw an attendance of 2.6 million people.¹⁵ Assuming a stadium capacity of 33,000 seats and that the non-baseball events will sell out, this projection translates to an average attendance of over 26,476 persons per baseball game.

The analysis projects that 30 percent of those attendees will be out-of-town visitors, of which 53 percent will be incremental visitors, amounting to 4,210 incremental visitors per game. The average home game relocated will result in the loss of \$9.3 million of annual economic activity¹⁶ and nearly \$380,000 of lost tax revenue¹⁷ For seven or eight games, there will be \$65 – 75 million in lost incremental economic activity and \$2.6 – 3.0 million in lost incremental tax revenue for the 29,470 – 33,680 visitors no longer coming to Las Vegas.

At a minimum, before allowing the equivalent of the 14,211 rooms at the MGM Grand, New York New York, Excalibur, and Mandalay Bay resorts to miss out on a little over a day's worth of double occupant stays,¹⁸ the Board should call upon the A's and its consultant, Applied Analysis, to advise on how seven or eight relocated home games affect the economic model's projections of incremental economic impact and tax revenue.

III. The Legislature's command to the Board to negotiate a non-relocation agreement means it should do so with what the Legislature had in mind before agreeing to it.

When Governor Lombardo's Chief of Staff, Ben Kieckhefer, presented what was SB509 in the Regular Session to the joint meeting of the Senate Finance and Assembly Ways and Means Committees, he said in his introductory remarks:

¹² *Id.* at 45:15.

¹³ *Id.* at 50:54.

¹⁴ One preseason and 81 regular season games.

¹⁵ *Id.* at 44:50.

¹⁶ $4210 \frac{\text{incremental visitors}}{\text{game}} * \$2,222.22 \frac{\text{incremental economic output}}{\text{incremental visitor}} = \$9,335,546.20 \frac{\text{incremental economic output}}{\text{game}}$

¹⁷ $4210 \frac{\text{incremental visitors}}{\text{game}} * \$90.12 \frac{\text{incremental tax revenue}}{\text{incremental visitor}} = \$379,405.20 \frac{\text{incremental tax revenue}}{\text{game}}$

¹⁸ LAS VEGAS CONVENTION AND VISITORS AUTHORITY, *Clark County Lodging Inventory as of December 31, 2023*,

https://res.cloudinary.com/simpleview/image/upload/v1706722409/clients/lasvegas/23_Dec_Inventory_867319c5-e62b-4bf6-a583-f9f043568562.pdf.

Perhaps most importantly, the direct return on investment for Nevada taxpayers through the construction and operations of this ballpark is significant. Plainly, the state General Fund will make money on this deal. I think that's particularly important to note because this process has been in the works for some time and with no specific legislative champion.¹⁹

Even with Mr. Kieckhefer and Applied Analysis's assurances, the Legislature further required in statute that the Athletics commit to providing \$2 million per year in community benefits once the stadium opens before unlocking the public contribution authorized by SB1. Permitting seven or eight games to be played away from the new stadium—forgoing \$2.6 – 3.0 million in new tax revenue—will wipe out the equivalent of a year or more's worth of community benefits bargained for by the Legislature and this Board.

Given that the economic analysis was predicated on 82 home baseball games, the Board must obtain appropriate compensation or a change in terms to protect the economic activity and tax receipts the A's themselves have said will only come because A's baseball will be played in Las Vegas. The Athletics should not be arriving in Las Vegas with one foot already out the door.

Thank you for your attention to this matter.

Sincerely,

Jeremy Koo²⁰

cc:

- Board Members: Steve Hill, Ike Lawrence Epstein, Jan Jones Blackhurst, Rose McKinney-James, Mike Newcomb, J. Tito Tiberti, Diana Valles, Lawrence Weekly, Steve Zanella, Zach Conine, Ken Diaz
- Appointing Authorities: Governor Joseph Lombardo (c/o Elizabeth Ray, Director of Communications), Clark County Commission (c/o Tick Segerblom, Chair, and Lynn Marie Goya, Clerk), Senate Majority Leader Nicole J. Cannizzaro, Speaker of the Assembly Steve Yeager, President of UNLV Dr. Keith E. Whitfield

¹⁹ NEVADA STATE LEGISLATURE, *5/29/2023 – Joint Meeting of Senate Finance and Assembly Ways and Means, Pt. 1*, YOUTUBE, <https://www.youtube.com/live/Uma1LoxCpIs?si=GmBmO5CKU36UnjY-&t=116> (starting at 1:56).

²⁰ I request that this letter be included in the agenda and minutes of the next meeting of the Board, which is presently scheduled for July 18, 2024, as a public comment concerning any agenda item concerning the non-relocation agreement. If there is no such item, I request it be included within public comment for non-agenda items within the Board's jurisdiction.

Dear Ms. Fradella:

First, thank you to the Stadium Authority's staff for resuming the posting of recordings of board meetings on the Clark County website. I appreciate your and your colleague's prompt attention to that matter after the May 16 meeting and in subsequent emails.

I write to request that you append this email to where my May 31 comment letter will appear in the agenda or minutes for the next meeting of the board.

As of my writing this comment letter last month, the recording of the meeting was not yet available. However, on reviewing the video today I would like the opportunity to correct two items.

After quoting the draft agreement, including the term allowing up to seven home games to be played away from Las Vegas, I wrote, "On May 16, 2024, Chair Hill indicated that negotiations with the A's involved whether seven or eight relocated home games would be allowed." My review of the video today indicates that my recollection was inadvertently incorrect in two respects: (1) it was actually Mark Arnold, special counsel to the board, speaking on that point, and (2) Mr. Arnold indicated the discussion was over whether "six or seven" games would be allowed.

This does not detract from my overall points that:

- (1) the A's and Applied Analysis presented SB1 to the Legislature with the idea that 82 MLB games would be played each year at the stadium and that these guaranteed summer dates would be particularly beneficial to the Las Vegas region given the relatively quieter summer season;
- (2) those MLB games would each generate certain incremental economic and tax revenue benefits that would not exist but for the A's playing those games at the stadium (as I note in my comment letter, based on Applied Analysis's own analysis, \$9.3 million in incremental economic activity per game and nearly \$380 thousand of incremental tax revenue per game); and
- (3) the Legislature still insisted on writing into statute a guaranteed \$2 million in annual

community benefits from the A's based on the understanding that, at most, MLB might ask the A's to give up one, two, or three home games every few years in accordance with past MLB practice for international series and domestic special events at neutral sites.

Given this legislative history, granting the A's an option to relocate six or seven home games away from Vegas every year, the equivalent of relocating 2 or 2 1/2 home seasons of baseball over the 30-year term of the non-relocation agreement, without obtaining compensation of forgone tax revenue for exercise of that option over-and-above the typical MLB practice, would be a betrayal of the trust the Legislature has bestowed on the board to negotiate the agreement.

I appreciate the opportunity to correct my May 31 letter and request that you append this email to where my comment letter will appear in the agenda or minutes for the next meeting of the board.

Sincerely,
Jeremy Koo

From: Jeremy Koo <koojeremy@gmail.com>
Sent: Thursday, July 18, 2024 6:35 PM
To: Alexis Fradella LVSA <afradella@LVStadiumAuthority.com>
Subject: Revision of remarks

Good evening Ms. Fradella:

I wonder if it would be possible to revise my public comments to correct a math mistake that was included in the July meeting minutes or otherwise communicate this point to the Board. In reviewing the changes to the draft nonrelocation agreement shortly before the meeting, I miscalculated when I said the draft nonrelocation agreement would permit 85 games to be relocated over 30 years. It is actually 105 games over 30 years because 7 times 15 is 105, not 85.

It's a stereotype that lawyers are bad at math but in this case today, I must admit I fell into that one.

Thank you,
Jeremy Koo
510-684-3773

Public Comment Submission

from Zenophon Abraham
July 18, 2024

Zenophon A. Abraham
CEO
Zennie62Media, Inc.
Zennie62Media.com
zennie@zennie62media.com

June 5th, 2024

Las Vegas Stadium Authority Board
Attn: Alexis Fradella
3150 Paradise Road Las Vegas, Nevada 89109
afradella@lvstadiumauthority.com
VIA EMAIL

Dear Members of the Stadium Authority Board,

I am writing this public statement to be presented in the documents set and read for the record for at the July 18th Las Vegas Stadium Authority Board Meeting

It has come to my attention that you were presented with a letter by a Mr. Jeremy Koo. Mr. Koo is a Sacramento lawyer in opposition to the A's move to Sacramento and not a trained urban economic planner. Yet Mr. Koo would tell you all that just because the Oakland A's plan to play up to eight of their home games out of town as part of a marketing plan, it automatically translates to a direct per-game loss that is "\$2.6 – 3.0 million of lost incremental tax revenue and \$65 – 75 million of lost incremental economic activity annually, based on the analysis prepared by A's consultant Applied Analysis that was presented to the Legislature in its consideration of SB1.10", according to his letter to you all.

Jeremy Koo has no educational background that would begin to suggest any real knoweldge of how to mathmatically evaluate the economic performance of a planned ballpark. But that fact did not stop him from presenting a simplistic view that would make such an assertion regarding negative impact on the ability to pay down the bond issue.

Jeremy Koo's presentation continues what has been a constant stream of misunderstandings (some deliberate) of how the financial, economic, development, and legal process works with respect to the planning and building of a professional sports stadium or ballpark. All because the opponents are upset that the Oakland A's didn't choose to stay and put up with The City of Oakland's over-politicized approach to what it calls "the sports business" and see its target date for groundbreaking get constantly pushed back into oblivion.

The main problem with Jeremy Koo's letter is that it violates two lessons I learned in building urban development economic models based on the system dynamics modeling paradigm as far back as 1987 and for the City of Oakland as an intern to the Oakland Redevelopment Agency, and for my first company, Sports Business Simulations, and my Oakland Baseball Simworld that was used in 40 colleges and high schools in the US and the UK:

First, make sure you understand the legislation governing any large scale development project, because it is the real guide to how money actually flows.

Second, make sure to calculate the actual relative values of revenues and costs. That includes annual bond debt service.

In the case of Jeremy Koo's evaluation, he failed to mention that he did not read the SB 509 Bill text itself. Instead, Mr. Koo zeroed in on a calculation regarding economic output, misapplied it to his own assumptions regarding ballpark visits per game (when the calculations include non-baseball events like concerts), and assumed that every economic activity of the ballpark was directly tied to baseball game attendance, when there was no presented language or equation in the Applied Analysis document that justifies such an assertion.

But let's read the SB 509 Bill itself (remember, read the legislation), and more specifically, that part which is the engine of my argument starting with Section 29 of the Bill. Section 29 outlines 14 different taxes and fees that are to be collected not from within the ballpark, but from the Sports and Entertainment District that surrounds and includes the baseball stadium.

So, the bill has this kind of language “(a) The taxes imposed pursuant to: 41 (1) NRS 372.105 and 372.185 with regard to tangible 42 personal property sold at retail, or stored, used or otherwise 43 consumed, in the sports and entertainment improvement district 44 during a fiscal year.”

And regarding the district's coverage, SB 509 also says that it will “Include only the land on which the Major League Baseball stadium project is or will be located and any surrounding or adjacent properties necessary for the operation of the Major League Baseball stadium project.”

Current ballpark development trends mean allowing other developers to build next to the facility, thus allowing such structures as a sportsbook to be built right next to the ballpark.

An Oakland A's Las Vegas Ballpark Sportsbook Could Produce The Tax Revenue To Pay The Annual Bond Debt Service

So, the sports and entertainment improvement district could include a sportsbook situated outside the ballpark, but within the district boundary. The key development trend in the expansion of legal sports betting, sportsbooks, like the one outside Wrigley Field where the Chicago Cubs play, include its own bars and restaurants. In the Las Vegas context, it's logical to assume that sports-themed slot machines would be part of such a land use.

Moreover, the sportsbook would show other sports events, and become a uniquely situated gathering point with its own constituents that may not even be Oakland A's Season Ticket Holders, but wind up helping to pay down the annual bond debt of \$6,240,000 or \$187.2 million divided by 30 years (or \$120 million times 1.56, to get the estimated total bond cost assuming 6 percent interest rate, and then divided by 30 years).

The sports and entertainment district collects revenue from the following concerns to retire the A's Bond Issue pursuant to SB 509:

- (1) NRS 372.105 and 372.185 with regard to tangible 42 personal property sold at retail, or stored, used or otherwise 43 consumed, in the sports and entertainment improvement district 44 during a fiscal year.
- (2) The Clark County Sales and Use Tax Act of 2005, with 1 regard to tangible personal property sold at retail, or stored, used or 2 otherwise consumed, in the sports and entertainment improvement 3 district during a fiscal year
- (3) The Clark County Crime Prevention Act of 2016, with 5 regard to tangible personal property sold at retail, or stored, used or 6 otherwise consumed, in the sports and entertainment improvement 7 district during a fiscal year.
- (4) Chapter 377D of NRS, with regard to tangible personal 9 property sold at retail, or stored, used or otherwise consumed, in the 10 sports and entertainment improvement district during a fiscal year.
- (5) (5) NRS 374.110 and 374.111 or 374.190 and 374.191 with 12 regard to tangible personal property sold at retail, or stored, used or 13 otherwise consumed, in the sports and entertainment improvement 14 district during a fiscal year.
- (6) Chapter 377 of NRS with regard to tangible personal 16 property sold at retail or stored, used or otherwise consumed, in the 17 sports and entertainment improvement district during a fiscal year.
- (7) NRS 363A.130 or 363B.110 with regard to wages earned 19 by employees

located within the sports and entertainment 20 improvement district during a fiscal year.

- (8) NRS 680B.027 and 680B.030 with regard to insurance 22 premiums earned from policies on businesses or assets within the 23 sports and entertainment improvement district during a fiscal year.
- (9) NRS 694C.450 with regard to insurance premiums earned 25 from policies on businesses or assets within the sports and 26 entertainment improvement district during a fiscal year.
- (10) NRS 363C.200 with regard to gross revenues generated 28 within the sports and entertainment improvement district during a 29 fiscal year
- (11) NRS 368A.200 with regard to admission to any facility 31 where live entertainment is provided within the sports and 32 entertainment improvement district during a fiscal year.
- (12) NRS 369.330 with regard to any liquor purchased or 34 otherwise consumed within the sports and entertainment 35 improvement district during a fiscal year. 36
- (13) NRS 372B.140 with regard to fares charged for 37 transportation services for which the point of origin or the 38 destination is in the sports and entertainment improvement district. 39
- (14) Chapter 361 of NRS with regard to personal property, as 40 defined in NRS 361.030, located in the sports and entertainment 41 improvement district during a fiscal year. 42 (b) The fee provided for in NRS 360.787 with regard to the 43 operating of a facility at which exhibitions are held within the sports 44 and entertainment improvement district during a fiscal year.
- (15) (c) A franchise fee imposed pursuant to chapter 354, 709 or 711 of NRS for the provision of electricity, gas telecommunications or 2 video services in the sports and entertainment improvement district. 3
- (16) (d) A business license fee imposed pursuant to chapter 354 of 4 NRS for a business located in the sports and entertainment 5 improvement district. 6 (e)

With the approval of the Stadium Authority and the County, 7 any other taxes, fees and charges imposed at the time the sports and 8 entertainment improvement district is created or which are later 9 imposed by the County during the term of the development 10 agreement, lease agreement or non-relocation agreement entered

- (17) 11 into pursuant to section 22 of this act, not including:
- (18) 12 (1) Any tax, fee or charge that, if transferred to the baseball
- (19) 13 stadium tax account, would violate the United States Constitution or
- (20) 14 the Nevada Constitution; 15
- (21) (2) Any tax, fee or charge that is irrevocably pledged to the
- (22) 16 repayment of a bond issued before the effective date of this act and
- (23) 17 is not otherwise available to satisfy obligations of the County
- (24) 18 pursuant to this section following the release of such tax, fee or
- (25) 19 charge from such prior pledge;
- (26) 20 (3) Any tax, fee or charge for services provided by any
- (27) 21 publicly owned and operated utility; and
- (28) 22 (4) Any ad valorem tax on real property exempted pursuant 23 to paragraph (c) of subsection 1 of section 33 of this act.

All Of These Revenue Collection Activities Are Inside And Outside Of The Ballpark

As a detailed read of SB 509 shows, the revenue collection is not exclusive to games in the ballpark, but focused on the entire sports and entertainment district. So, there's a clear and possible scenario where the eight games overseas present an opportunity where the overall money made that goes to pay these taxes is greater than any one game. And then there's the size of the revenue stream versus the annual debt service.

The sports book could clear 10 percent of all sports gaming revenues for that year. In 2023 in Nevada, sportsbooks paid \$51,971,000 into government coffers. A sportsbook at the A's Las Vegas Ballpark bringing in just five percent more revenue could bring in \$2,598,550 to the Clark County coffers. That, alone, would be just 3,801,450 below

the \$6.4 million annual debt bond service.

And that doesn't even start to consider the ballpark games, concerts, and other events and attractions the ballpark will host. If the sportsbook at the A's Las Vegas Ballpark managed to bring in double that \$2,598,550 to Clark County, or \$5,197,100. That's just \$1,202,900 less than the \$6.4 million annual debt bond service – and from one source external to the ballpark.

The Ballpark Can Produce Enough Tax Revenue To Retire Bond Debt With Eight Away Games Overseas

So, the conclusion is that the Oakland A's Las Vegas Ballpark can produce enough tax revenue to retire bond debt even if the A's travel abroad eight times during the MLB season. The simple reason is that the sports and entertainment district allows for the collection of tax revenues from sources outside the ballpark. It is not within the boundaries of the Ballpark, but surrounds it and can include other properties external to the stadium. That means year-round revenue-producing activities even when the A's are out-of-town, regardless of where they go.

That proves Jeremy Koo's 1-to-1 game-ticket-holder-to-economic-output assertion is not the right way to look at the Sports and Entertainment District money flows. The lesson here must be repeated: in any large scale development project, always carefully read legislation tied to it before doing any economic analysis.

From: [Zenophon Abraham](#)
To: [Alexis Fradella LVSA](#); [Ed Finger LVSA](#); [Steve Hill](#)
Subject: May I Correct My July 18th Public Statement With This Entry? Zennie Abraham
Date: Monday, June 10, 2024 5:10:16 AM

Dear Alexis and Ed,

I am writing to enter this updated public statement simply because I recognized that SB-509 aka Senate Bill One would not allow a sportsbook to be built outside of but next to the ballpark. But it does allow for a "Texas Live!" type development. Texas Live! is the entertainment development between Cowboys Stadium and Texas Rangers Ballpark. It generated \$30 million gross revenue in 2023, alone. That tax revenue throw-off would be enough to pay for the bond debt service of \$6.4 million annually for 30 years. And that does not include the ballpark itself.

Anyway, here's the updated entry and attached, too.

Thank you,
Zennie

Zenophon A. Abraham

CEO

Zennie62Media, Inc.

Zennie62Media.com

zennie@zennie62media.com

June 10th, 2024

Las Vegas Stadium Authority Board

Attn: Alexis Fradella

3150 Paradise Road Las Vegas, Nevada 89109

afradella@lvstadiumauthority.com

VIA EMAIL

Dear Members of the Stadium Authority Board,

I am writing this public statement to be presented in the documents set and read for the record for at the July 18th Las Vegas Stadium Authority Board Meeting

It has come to my attention that you were presented with a letter by a Mr. Jeremy Koo.

Mr. Koo is a Sacramento lawyer in opposition to the A's move to Sacramento and not a trained urban economic planner. Yet Mr. Koo would tell you all that just because the Oakland A's plan to play up to eight of their home games out of town as part of a marketing plan, it automatically translates to a direct per-game loss that is "\$2.6 – 3.0 million of lost incremental tax revenue and \$65 – 75 million of lost incremental economic activity annually, based on the analysis prepared by A's consultant Applied Analysis that was presented to the Legislature in its consideration of SB1.10", according to his letter to you all.

Jeremy Koo has no educational background that would begin to suggest any real knowledge of how to mathematically evaluate the economic performance of a planned ballpark. But that fact did not stop him from presenting a simplistic view that would make such an assertion regarding negative impact on the ability to pay down the bond issue.

Jeremy Koo's presentation continues what has been a constant stream of misunderstandings (some deliberate) of how the financial, economic, development, and legal process works with respect to the planning and building of a professional sports stadium or ballpark. All because the opponents are upset that the Oakland A's didn't choose to stay and put up with The City of

Oakland's over-politicized approach to what it calls "the sports business" and see its target date for groundbreaking get constantly pushed back into oblivion.

The main problem with Jeremy Koo's letter is that it violates two lessons I learned in building urban development economic models based on the system dynamics modeling paradigm as far back as 1987 and for the City of Oakland as an intern to the Oakland Redevelopment Agency, and for my first company, Sports Business Simulations, and my Oakland Baseball Simworld that was used in 40 colleges and high schools in the US and the UK:

First, make sure you understand the legislation governing any large scale development project, because it is the real guide to how money actually flows.

Second, make sure to calculate the actual relative values of revenues and costs. That includes annual bond debt service.

In the case of Jeremy Koo's evaluation, he failed to mention that he did not read the SB 509 Bill text itself. Instead, Mr. Koo zeroed in on a calculation regarding economic output, misapplied it to his own assumptions regarding ballpark visits per game (when the calculations include non-baseball events like concerts), and assumed that every economic activity of the ballpark was directly tied to baseball game attendance, when there was no presented language or equation in the Applied Analysis document that justifies such an assertion.

But let's read the SB 509 Bill itself (remember, read the legislation), and more specifically, that part which is the engine of my argument starting with Section 29 of the Bill. Section 29 outlines 14 different taxes and fees that are to be collected not from within the ballpark, but from the Sports and Entertainment District that surrounds and includes the baseball stadium.

So, the bill has this kind of language "(a) The taxes imposed pursuant to: 41 (1) NRS 372.105 and 372.185 with regard to tangible 42 personal property sold at retail, or stored, used or otherwise 43 consumed, in the sports and entertainment improvement district 44 during a fiscal year."

And regarding the district's coverage, SB 509 also says that it will "Include only the land on which the Major League Baseball stadium project is or will be located and any surrounding or adjacent properties necessary for the operation of the Major League Baseball stadium project." Current ballpark development trends mean allowing other developers to build next to the facility, thus allowing such structures as a giant baseball-themed sports restaurant to be built right next to the ballpark.

An Oakland A's Las Vegas Ballpark Sports Bar Could Produce The Tax Revenue To Pay The Annual Bond Debt Service

So, the sports and entertainment improvement district could include a sportsbar or giant baseball-themed sports restaurant and situated outside the ballpark, but within the district boundary. The key development trend in stadium development is external uses like the one outside Wrigley Field where the Chicago Cubs play, which features its own bars and restaurants. And then there's Texas Live!, Texas Live! is a partnership between The Cordish Companies and the Texas Rangers, that costs **\$250 million** and is a world-class dining, entertainment and hospitality district situated between the Texas Rangers' Globe Life Park and the Dallas Cowboys AT&T Stadium in the heart of Arlington, TX. In the Las Vegas context, it's logical to assume that an external sports-themed retail use would be part of such a land use.

Moreover, the giant baseball-themed sports restaurant would show other sports events, and become a uniquely situated gathering point with its own constituents that may not even be Oakland A's Season Ticket Holders, but wind up helping to pay down the annual bond debt of \$6,240,000 or \$187.2 million divided by 30 years (or \$120 million times 1.56, to get the estimated total bond cost assuming 6 percent interest rate, and then divided by 30 years).

The sports and entertainment district collects revenue from the following concerns to retire the A's Bond Issue pursuant to SB 509:

1. NRS 372.105 and 372.185 with regard to tangible 42 personal property sold at retail, or stored, used or otherwise 43 consumed, in the sports and entertainment improvement district 44 during a fiscal year.
2. The Clark County Sales and Use Tax Act of 2005, with 1 regard to tangible personal property sold at retail, or stored, used or 2 otherwise consumed, in the sports and entertainment improvement 3 district during a fiscal year
3. The Clark County Crime Prevention Act of 2016, with 5 regard to tangible personal property sold at retail, or stored, used or 6 otherwise consumed, in the sports and entertainment improvement 7 district during a fiscal year.
4. Chapter 377D of NRS, with regard to tangible personal 9 property sold at retail, or stored, used or otherwise consumed, in the 10 sports and entertainment improvement district during a fiscal year.
5. (5) NRS 374.110 and 374.111 or 374.190 and 374.191 with 12 regard to tangible personal property sold at retail, or stored, used or 13 otherwise consumed, in the sports and entertainment improvement 14 district during a fiscal year.
6. Chapter 377 of NRS with regard to tangible personal 16 property sold at retail or stored, used or otherwise consumed, in the 17 sports and entertainment improvement district during a fiscal year.
7. NRS 363A.130 or 363B.110 with regard to wages earned 19 by employees located within the sports and entertainment 20 improvement district during a fiscal year.
8. NRS 680B.027 and 680B.030 with regard to insurance 22 premiums earned from policies on businesses or assets within the 23 sports and entertainment improvement district during a fiscal year.
9. NRS 694C.450 with regard to insurance premiums earned 25 from policies on businesses or assets within the sports and 26 entertainment improvement district during a fiscal year.

10. NRS 363C.200 with regard to gross revenues generated 28 within the sports and entertainment improvement district during a 29 fiscal year
11. NRS 368A.200 with regard to admission to any facility 31 where live entertainment is provided within the sports and 32 entertainment improvement district during a fiscal year.
12. NRS 369.330 with regard to any liquor purchased or 34 otherwise consumed within the sports and entertainment 35 improvement district during a fiscal year. 36
13. NRS 372B.140 with regard to fares charged for 37 transportation services for which the point of origin or the 38 destination is in the sports and entertainment improvement district. 39
14. Chapter 361 of NRS with regard to personal property, as 40 defined in NRS 361.030, located in the sports and entertainment 41 improvement district during a fiscal year. 42
 - (b) The fee provided for in NRS 360.787 with regard to the 43 operating of a facility at which exhibitions are held within the sports 44 and entertainment improvement district during a fiscal year.
15. (c) A franchise fee imposed pursuant to chapter 354, 709 or 711 of NRS for the provision of electricity, gas telecommunications or 2 video services in the sports and entertainment improvement district. 3
16. (d) A business license fee imposed pursuant to chapter 354 of 4 NRS for a business located in the sports and entertainment 5 improvement district. 6 (e) With the approval of the Stadium Authority and the County, 7 any other taxes, fees and charges imposed at the time the sports and 8 entertainment improvement district is created or which are later 9 imposed by the County during the term of the development 10 agreement, lease agreement or non-relocation agreement entered
17. 11 into pursuant to section 22 of this act, not including:
18. 12 (1) Any tax, fee or charge that, if transferred to the baseball
19. 13 stadium tax account, would violate the United States Constitution or
20. 14 the Nevada Constitution; 15
21. 16 (2) Any tax, fee or charge that is irrevocably pledged to the
22. 17 repayment of a bond issued before the effective date of this act and
23. 18 is not otherwise available to satisfy obligations of the County
24. 19 pursuant to this section following the release of such tax, fee or
25. 20 charge from such prior pledge;
26. 21 (3) Any tax, fee or charge for services provided by any
27. 22 publicly owned and operated utility; and
28. 23 (4) Any ad valorem tax on real property exempted pursuant 23 to paragraph (c) of subsection 1 of section 33 of this act.

All Of These Revenue Collection Activities Are Inside And Outside Of The Ballpark

As a detailed read of SB 509 shows, the revenue collection is not exclusive to games in the ballpark, but focused on the entire sports and entertainment district.

In fact, SB509, which is also called Senate Bill 1 (but not used here because the Raiders Las Vegas Legislation goes by the same name), has this language:

Under section 28, the sports and entertainment improvement district is required to: (1) be located entirely within Clark County and outside the boundaries of any incorporated city; (2) include only parcels of land, or portions thereof, on which the Major League Baseball stadium project is located or will be located and any surrounding or adjacent properties necessary for the operation of that project; and (3) not include any operating hotel or other public accommodation facility or any operating licensed gaming establishment. Section 28 authorizes the Board of County Commissioners to amend or modify the boundaries of the sports and entertainment improvement district but prohibits such an amendment or modification from: (1) impairing any bonds issued to finance the construction of the Major League Baseball stadium project; (2) excluding from the sports and entertainment improvement district any parcel of land, or portion thereof, on which the Major League Baseball stadium project is or will be located or any surrounding or adjacent property necessary for the operation of that project; or (3) including within the district any operating hotel or other public accommodation facility or any operating licensed gaming establishment.

[https://www.lvstadiumauthority.com/docs/mlb/SB1_MLB%20\(As%20Enrolled\).pdf](https://www.lvstadiumauthority.com/docs/mlb/SB1_MLB%20(As%20Enrolled).pdf)

So, there's a clear and possible scenario where the eight games overseas present an opportunity where the overall money made that goes to pay these taxes is greater than any one game. And then there's the size of the revenue stream versus the annual debt service.

The giant baseball-themed sports restaurant could bring in annual tax revenue \$2,598,550 to the Clark County coffers. That, alone, would be just 3,801,450 below the \$6.4 million annual debt bond service. As far as gross revenue, Top of the World at The Strat earned \$25.2 million in sales with 246,054 meals served in 2019, making it the 7th most successful restaurant in the United States. Texas Live! pulled in just over \$30 million in gross revenue in 2023. And 11 of the highest grossing restaurants in America were in Las Vegas in 2019/2020, and that is still true today.

And that doesn't even start to consider the ballpark games, concerts, and other events and attractions the ballpark will host. If the giant baseball-themed sports restaurant at the A's Las Vegas Ballpark were joined by a companion development for, say, concerts, that could bring in double that \$2,598,550 to Clark County, or \$5,197,100. That's just \$1,202,900 less than the \$6.4 million annual debt bond service – and from just one or two sources external to the ballpark.

And let's not forget that the days where the A's aren't playing come include other forms of entertainment. Let's say Kanye West and Taylor Swift team up for a three-day-concert event in the A's ballpark. Then add the giant baseball-themed sports restaurant and external concert stage for "warm-up" acts, and you've got a massive money-maker.

So What's The True Breakeven Level Of Attendance For The Bond Issue?

Mr. Koo did not pay one iota of attention to how the bill is written. Like it or not, it allows for development to occur outside the ballpark, and that revenue would be part of the tax collection from the sports and entertainment district.

That means the opportunity to create a year-round-venue that has its own constituency. Something like the Battery Development in Atlanta. So, the "loss of eight games or up to that number" is best thought of as providing the same space rental opportunity as for a shopping center: fill the space with some kind of happening. Bowing to Mr. Koo's writing is like saying there's no intention of doing that. Think about where that leads. Carefully.

That means the whole Raiders Las Vegas Stadium argument that it would draw 49 large scale events (Remember that?), which would then bring more hotel room stays, thus helping to gain hotel stadium tax revenue – is meaningless. As if it was not true.

You the reader and I both know otherwise.

What we do know is simple: more events in the A's Ballpark context, leads to more visitors to the sports and entertainment district, thus more money to the total revenue collected by the tax structure for the district. The A's leaving for eight games just provides a chance to fill in that space. Plus, you have the external development that will occur – and has to. That leads to a question no document has addressed in the Athletics' case.

The question is how many total events, be they games or large scale events, does it take for the break-even for the bond issue to be reached, then surpassed? Well, if the bond debt is \$6.24 million per year, and let's say the tax collected per person, per game, adds up to \$12 – that leads to 6,419.75 average attendance per game need to breakeven. There's your inside ballpark breakeven attendance. That leaves a lot of room for extra money. Why? Because the bond issue itself is relatively small, that's why.

So, let's lop off eight games representing the time the A's need to play overseas: that means we need an average attendance of 7,123 or 704 more people above the breakeven at \$12. That's it.

Now that's way below what I originally considered the breakeven attendance for the project to be: 13,000 or about just over 1/3rd the ballpark's total attendance of 33,000. So, if the A's had said they wanted 20 days, that comes to 8,524 people. In other words, the A's would have to want to eliminate half of the home games to threaten the bond issue.

See?

In addition, the breakeven attendance needed to pay the annual bond debt goes down as the average tax payment per attendee goes up. So, the more money made outside the ballpark, the less needed from inside the ballpark.

Calculations first. Always. Forever.

The Ballpark Can Produce Enough Tax Revenue To Retire Bond Debt With Eight Away Games Overseas

So, the conclusion is that the Oakland A's Las Vegas Ballpark can produce enough tax revenue to retire bond debt even if the A's travel abroad eight times during the MLB season. The simple reason is that the sports and entertainment district allows for the collection of tax revenues from sources outside the ballpark. It is not within the boundaries of the Ballpark, but surrounds it and can include other properties external to the stadium. That means year-round revenue-producing activities even when the A's are out-of-town, regardless of where they go.

That proves Jeremy Koo's 1-to-1 game-ticket-holder-to-economic-output assertion is not the right way to look at the Sports and Entertainment District money flows. The lesson here must be repeated: in any large scale development project, always carefully read legislation tied to it before doing any economic analysis.

Sincerely,

Zennie Abraham



**LAS VEGAS STADIUM AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	AUGUST 15, 2024	ITEM NUMBER:	1
TO:	BOARD OF DIRECTORS		
SUBJECT:	FISCAL YEAR 2025 UNIVERSITY OF NEVADA, LAS VEGAS (UNLV) COMPENSATION PAYMENT		

RECOMMENDATION

That the Board of Directors considers approving a payment of \$2,375,792.56 to UNLV as compensation for the loss of net income as a result of the closing of Sam Boyd Stadium.

For possible action.

FISCAL IMPACT

Fiscal year 2025: \$2,375,792.56 - UNLV Contribution Fund (2966)

BOARD ACTION:	
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ED FINGER, LVSA ADMINISTRATOR

PURPOSE AND BACKGROUND

Section 34 of the Southern Nevada Tourism Improvements Act (Senate Bill 1 of the 2016 30th Special Session of the Nevada Legislature, the "Act") provides for the order of use of room taxes imposed under the Act, also known as the waterfall calculation. Generally, after the payment of debt service on the bonds that supported the construction of Allegiant Stadium, payment of the administrative costs of the Authority, the costs of operating Allegiant (only if necessary), and the funding of a two-times average annual debt service reserve, proceeds from the stadium district room tax may be used to compensate UNLV for the loss of net income as a result of the closing of Sam Boyd Stadium (UNLV Payment).

Under the Act, the UNLV Payment is available for not more than 10 fiscal years commencing in the fiscal year that Allegiant opened, and Sam Boyd ceased operations and is capped at \$3.5 million per year. Sam Boyd Stadium closed in fiscal year 2021. There is no provision in the Act allowing for the increase of the \$3.5 million annual cap in compensation.

Las Vegas Stadium Authority Board of Directors Meeting
Agenda Documentation

Meeting Date: August 15, 2024

Subject: Fiscal Year 2025 University of Nevada Las Vegas (UNLV) Compensation
Payment

The Act tasked the Board with determining a base fiscal year most representative of net income to UNLV from the operation of Sam Boyd Stadium. The Board engaged RubinBrown, LLP to assist with this analysis. The Board determined at its January 12, 2022, meeting that 2016 was the year most representative of UNLV stadium operation before the opening of Allegiant Stadium and that the Base Year Sam Boyd Stadium Net Income from both Football and Non-Football Events was \$5.0 million.

The resulting annual calculation to determine the annual fiscal year UNLV payment is:

The lesser of either (a) \$3.5 million or (b) Base Year Sam Boyd Stadium Net Income from both Football and Non-Football Events minus Current Year Net Income from the Use of Allegiant Stadium.

In fiscal year 2024, UNLV reported net income of \$2,624,207.44. This results in the UNLV Payment being \$2,375,792.56 (\$5,000,000 - \$2,624,207.44). The 2025 budget for the UNLV payment is \$3,500,000.



**LAS VEGAS STADIUM AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA DOCUMENTATION**

MEETING DATE:	AUGUST 15, 2024	ITEM NUMBER:	2
TO:	BOARD OF DIRECTORS		
SUBJECT:	APPROVAL OF UNIVERSITY OF NEVADA, LAS VEGAS (UNLV) TEAM HOME GAMES FOR THE 2024 SEASON AT ALLEGiant STADIUM		

RECOMMENDATION

That the Board of Directors considers approving the proposed UNLV Team Home Games schedule at Allegiant Stadium for the 2024 football season.

For possible action.

FISCAL IMPACT

There is no fiscal impact from this action.

BOARD ACTION:	
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ED FINGER, LVSA ADMINISTRATOR

PURPOSE AND BACKGROUND

Section 29(3)(g) of the Southern Nevada Tourism Improvements Act (Senate Bill 1 of the 2016 30th Special Session of the Nevada Legislature, the "Act") requires that the lease between the Stadium Authority with the Stadium Events Company (StadCo) for the football stadium provide for the accommodation of a sufficient number of UNLV regular season games (UNLV Team Home Games) and post-season games subject to certain conditions and restrictions:

1. Any NFL event is given priority in scheduling;
2. Any regular season or postseason home game of UNLV must:
 - a. Not conflict with the use of the stadium for a Raiders NFL home game;
 - b. Not conflict with major events that are not NFL events scheduled before UNLV finalized its home game schedule for the applicable season;
 - c. Be mutually agreed upon by UNLV and StadCo; and
 - d. Be approved by the Stadium Authority Board.

Las Vegas Stadium Authority Board of Directors Meeting
Agenda Documentation

Meeting Date: August 15, 2024

Subject: Approval of University of Nevada, Las Vegas (UNLV) Team Home Games
for the 2024 Season at Allegiant Stadium

3. After the Board approves UNLV's scheduled home games, dates cannot be changed without UNLV's approval except for NFL events, including NFL home games; and
4. If a change to the schedule of UNLV home games is proposed to allow a televised UNLV home game, StadCo or the Raiders must use reasonable commercial efforts to assess the feasibility of the change. The change must be allowed if it is commercially reasonable unless it interferes with or impairs playing an NFL home game.

Section 6.5 of the Stadium Lease Agreement between the Stadium Authority and StadCo requires a UNLV Joint Use Agreement that is required to comply in all respects with the Act.

Article 5.2 of the UNLV Joint Use Agreement requires the Board to approve all UNLV Team Home Games. It further provides UNLV with the right to schedule two Saturday nonconference home games (Priority UNLV Team Home Games) each season, subject to a priority order that complies with the Act. For one of these games, UNLV must notify StadCo at least one, but not more than four, seasons in advance. For the other game, UNLV must notify StadCo at least one, but not more than seven, seasons in advance. UNLV has the further right to schedule one Priority UNLV Team Home Game every other season on Labor Day weekend.

Subject to the Board's approval, UNLV and StadCo have mutually agreed to the attached UNLV Team Home Games schedule at Allegiant Stadium for the 2024 season.

2024 UNLV Football Home Schedule

Date	Opponent	Location
September 7, 2024	Utah Tech	Allegiant Stadium
September 28, 2024	Fresno State	Allegiant Stadium
October 4, 2024	Syracuse	Allegiant Stadium
October 25, 2024	Boise State	Allegiant Stadium
November 16, 2024	San Diego State	Allegiant Stadium
November 30, 2024	University of Nevada, Reno	Allegiant Stadium



**LAS VEGAS STADIUM AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA DOCUMENTATION**

MEETING DATE: AUGUST 15, 2024	ITEM NUMBER: 3
TO: BOARD OF DIRECTORS	
SUBJECT: STADIUM ANNUAL UTILIZATION OVERVIEW	

RECOMMENDATION

Las Vegas Stadium Events Company (StadCo) staff will provide an annual stadium utilization overview for the 2023 calendar year.

This is an informational item and does not require Board action.

FISCAL IMPACT

None

BOARD ACTION:	
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ED FINGER, LVSA ADMINISTRATOR

PURPOSE AND BACKGROUND

Section 7.4 (b) of the Stadium Lease Agreement between StadCo and the Authority requires that StadCo annually provides an overview of how the utility of the Stadium has been maximized during the past year and its plan to maximize the utility of the Stadium going forward.

StadCo staff will provide a presentation to the Board.



**LAS VEGAS STADIUM AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA DOCUMENTATION**

MEETING DATE: AUGUST 15, 2024	ITEM NUMBER: 4
TO: BOARD OF DIRECTORS	
SUBJECT: STADIUM ACTIVITY REPORT SECOND QUARTER 2024	

RECOMMENDATION

Las Vegas Stadium Events Company (StadCo) staff will provide a stadium activity report for the second quarter of calendar year 2024.

This is an informational item and does not require Board action.

FISCAL IMPACT

None

BOARD ACTION:	
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ED FINGER, LVSA ADMINISTRATOR

PURPOSE AND BACKGROUND

Section 7.4 (a) of the Stadium Lease Agreement between StadCo and the Authority requires that StadCo provide data and other information on activities taking place at Allegiant Stadium, including (i) the number of events and event attendance, segmented by event and (ii) stadium employment. This report is attached to this agenda item.

StadCo staff will provide a presentation to the Board.

LV Stadium Events Company

August 8, 2024

Las Vegas Stadium Authority
Attn: Ed Finger
3150 Paradise Road
Las Vegas, Nevada 89109

RE: Stadium Activity Reporting, Data, and Information | Q2 2024

Dear Mr. Finger:

LV Stadium Events Company, LLC ("StadCo") is party to the Stadium Lease Agreement between StadCo and Clark County Stadium Authority ("Authority"), dated March 28, 2018 ("Lease") for the construction, development, and operation of Allegiant Stadium. Section 7.4 of the Lease requires that StadCo provide data and other information on activities taking place at Allegiant Stadium, including (i) the number of events and event attendance, segmented by event and (ii) stadium employment.

The attachments to this transmittal letter provide both required deliverables. Attachment A1 summarizes the number of events and event attendance by type, by quarter, and Attachment A2 provides a detailed list of events and event attendance, segmented by event for the second quarter of 2024. Attachment B1 provides the quarterly employment staffing, including filled and open positions through the second quarter of 2024.

Should you have any questions regarding these data, or should you require anything further, please never hesitate to call or write.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Feldman'.

Adam Feldman
Las Vegas Raiders, Vice President, Ticket and Sales Operations
StadCo Representative

Attachment A1

LV Stadium Event Company, LLC
Events at Allegiant Stadium | Event Summary

Period	Number of Events						Event Attendance					
	NFL	UNLV	Other		Private	Total	NFL Game	UNLV	Other		Private	Total
	Game	Game	Concert	Ticketed Event	Event			Game	Concert	Ticketed Event	Event	
Q2 2024	-	-	1	2	25	28	-	-	43,317	57,121	48,182	148,620
Q1 2024	2	-	1	1	22	26	116,434	-	37,395	31,927	8,589	194,345
Q4 2023	7	4	2	2	49	64	399,586	69,888	109,579	71,931	19,934	670,918
Q3 2023	2	3	4	3	25	37	113,333	38,668	161,593	98,273	16,860	428,727
Q2 2023	-	-	1	2	39	42	-	-	37,102	83,591	39,585	160,278
Q1 2023	2	-	2	2	50	56	114,090	-	116,401	60,367	23,565	314,423
Q4 2022	5	3	1	4	47	60	284,386	49,645	44,496	140,353	17,690	536,570
Q3 2022	3	3	8	3	28	45	153,180	30,774	332,945	119,307	6,370	642,576
Q2 2022	-	-	4	-	42	46	-	-	198,324	-	42,857	241,181
Q1 2022	1	-	2	3	40	46	58,871	-	79,228	78,105	21,840	238,044
Q4 2021	6	4	1	3	38	52	331,054	52,833	39,883	87,149	10,852	521,771
Q3 2021	3	2	3	4	29	41	157,101	40,819	130,000	161,014	21,632	510,566
Q2 2021	-	-	-	-	30	30	-	-	-	-	8,867	8,867
Q1 2021	-	-	-	-	5	5	-	-	-	-	520	520
Totals	31	19	30	29	469	578	1,728,035	282,627	1,330,263	989,138	287,343	4,617,406

Attachment A2

LV Stadium Event Company, LLC

Events at Allegiant Stadium | Event Detail Q2 2024

Event	Event Type	Quarter and Year	Event Date	Event Attendance	% Out of Town	% Main Reason for Travel
Private Event	Private Event	Q2 2024	04/01/24	170		
Private Event	Private Event	Q2 2024	04/02/24	75		
Private Event	Private Event	Q2 2024	04/10/24	16,000		
Private Event	Private Event	Q2 2024	04/14/24	248		
Private Event	Private Event	Q2 2024	04/15/24	75		
Private Event	Private Event	Q2 2024	04/16/24	100		
Private Event	Private Event	Q2 2024	04/16/24	80		
Private Event	Private Event	Q2 2024	04/17/24	335		
Private Event	Private Event	Q2 2024	04/23/24	30		
Private Event	Private Event	Q2 2024	04/23/24	200		
Private Event	Private Event	Q2 2024	04/30/24	750		
Private Event	Private Event	Q2 2024	05/04/24	105		
Private Event	Private Event	Q2 2024	05/07/24	75		
Rolling Stones	Concert	Q2 2024	05/11/24	43,317	72%	90%
Private Event	Private Event	Q2 2024	05/14/24	300		
Private Event	Private Event	Q2 2024	05/15/24	26		
Private Event	Private Event	Q2 2024	05/15/24	70		
Private Event	Private Event	Q2 2024	05/21/24	60		
Private Event	Private Event	Q2 2024	05/23/24	300		
Private Event	Private Event	Q2 2024	06/03/24	300		
Private Event	Private Event	Q2 2024	06/05/24	16,085		
Private Event	Private Event	Q2 2024	06/08/24	12,000		
Private Event	Private Event	Q2 2024	06/12/24	100		
Private Event	Private Event	Q2 2024	06/14/24	90		
Private Event	Private Event	Q2 2024	06/17/24	358		
Private Event	Private Event	Q2 2024	06/19/24	250		
Ecuador vs Jamaica - COPA Group Match	Other Ticketed Event	Q2 2024	06/26/24	15,966	59%	83%
Brazil vs Paraguay - COPA Group Match	Other Ticketed Event	Q2 2024	06/28/24	41,155	58%	80%
Total				148,620		

Attachment B1

LV Stadium Events Company, LLC

Allegiant Stadium Employment | Topline Position Report

Quarter	Number of Persons Employed	Number of Open Positions	Total Staffing
Q2 2024	4,334	1,700	6,034
Q1 2024	3,950	1,915	5,865
Q4 2023	4,043	1,925	5,968
Q3 2023	4,167	1,774	5,941
Q2 2023	4,072	2,083	6,155
Q1 2023	3,593	2,171	5,764
Q4 2022	3,823	1,933	5,756
Q3 2022	3,825	1,863	5,688
Q2 2022	4,170	1,326	5,496
Q1 2022	3,866	1,382	5,248
Q4 2021	3,632	1,153	4,785
Q3 2021	3,743	1,008	4,751
Q2 2021	3,403	1,348	4,751



**LAS VEGAS STADIUM AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA DOCUMENTATION**

MEETING DATE: AUGUST 15, 2024	ITEM NUMBER: 5
TO:	BOARD OF DIRECTORS
SUBJECT:	LV STADIUM EVENTS COMPANY ANNUAL AUDIT REPORT

RECOMMENDATION

Representatives of KPMG, LLP will provide a summary report on the Las Vegas Stadium Events Company (StadCo) annual independent financial statement audit.

This is an informational item and does not require Board action.

FISCAL IMPACT

None

BOARD ACTION:	
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DocuSigned by:

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ED FINGER, LVSA ADMINISTRATOR

PURPOSE AND BACKGROUND

Section 29(3)(k) of the Southern Nevada Tourism Improvements Act (Senate Bill 1 of the 2016 30th Special Session of the Nevada Legislature, the "Act") provides that the lease agreement between the Authority and StadCo must require an annual audit of StadCo by an independent certified public accountant in Nevada who does not provide similar services to the football team or any team affiliates. StadCo and the Authority must mutually select the auditor. StadCo and the Authority must equally split the audit costs.

Section 14.2 of the Stadium Lease Agreement between StadCo and the Authority contains the independent audit provisions required by the Act. It further requires the independent auditor to deliver a summary report to the Authority that confirms the following:

1. The auditor has reviewed the financial position of StadCo without identifying going concern qualifications including whether the entity has the resources to continue operating (going concern qualifications);
2. The financial statements fairly present the consolidated financial position of StadCo as of the end of the calendar year;

Las Vegas Stadium Authority Board of Directors' Meeting
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Meeting Date: August 15, 2024

Subject: LV Stadium Events Company Annual Audit Report

3. The consolidated results of StadCo's operations and financial results of StadCo are accurate and complete;
4. The facility utilization reporting provided to the Authority required by Section 7.4 of the lease is accurate; and
5. The maintenance and capital reports provided to the Authority accurately reflect completed and in-progress work consistent with the approved capital budget and maintenance requirements of StadCo under the Lease.

The Stadium Lease Agreement provides that the independent audit summary report shall not include the details of the financial statements or footnotes. The Lease requires the independent auditor to present the annual audit results to the Board.



**LAS VEGAS STADIUM AUTHORITY
BOARD OF DIRECTORS MEETING
AGENDA DOCUMENTATION**

MEETING DATE: AUGUST 15, 2024	ITEM NUMBER: 6
TO: BOARD OF DIRECTORS	
SUBJECT: DRAFT LEASE AGREEMENT WITH ATHLETICS STADCO LLC	

RECOMMENDATION

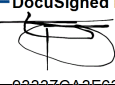
Stadium Authority staff and attorneys will present the current draft of the proposed lease agreement between the Clark County Stadium Authority and Athletics StadCo LLC (StadCo).

This is an informational item and does not require Board action.

FISCAL IMPACT

There is no fiscal impact from this agenda item.

BOARD ACTION:	
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ED FINGER, LVSA ADMINISTRATOR

PURPOSE AND BACKGROUND

Senate Bill 1 of the 35th Special Session of the Nevada Legislature (SB1), the Southern Nevada Tourism Innovation Act, was signed into law in June 2023. SB1 provides for the financing and development of a Major League Baseball (MLB) stadium in Clark County.

Section 22 of SB1 requires the Stadium Authority to negotiate a development agreement, lease agreement, and non-relocation agreement concerning the MLB stadium project (collectively, the Stadium Agreements). It further allows the Stadium Authority to enter into each of these agreements if the Board of Directors determines that an MLB team has committed to locate or relocate within the sports and entertainment improvement district (SEID), MLB has authorized the proposed location or relocation, the Stadium Authority has selected a developer partner, and the Stadium Authority has selected a stadium events company. Section 22 of SB1 establishes the requirements for each of the Stadium Agreements.

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Subject: Draft Lease Agreement with Athletics StadCo LLC

During its May 16, 2024, meeting, the Board approved the findings that the MLB team had committed to relocate within the SEID and that MLB had authorized the same. During its July 18, 2024, meeting, the Board selected Athletics StadCo LLC as the stadium events company for the baseball stadium. At the same meeting, the Board made two of the four findings required to select the developer partner for the baseball stadium. The remaining two findings will be brought to a future meeting. In anticipation of meeting those conditions, staff has continued negotiating the Stadium Agreements, including the lease agreement.

The draft lease document contains the terms of use of the publicly owned stadium by the Major League Baseball team. Key lease terms include:

- The lease term, including extensions.
- The rent for the stadium.
- The allowed uses of the facility.
- Maintenance and repair of the facility.
- Stadium revenues, operations, and operating losses.
- Activity reporting and utilization of the stadium.
- Capital repairs and improvements, including funding of these matters.
- Changes and alterations to the stadium.
- Naming rights.
- Stadium purchase option.
- Other rights and responsibilities of the parties.
- Defaults and remedies.

The draft lease agreement was originally presented to the Board at its October 25, 2023, meeting. The terms of the revised draft lease agreement presented in this agenda item remain under negotiation. The draft is presented for Board and public review.