

Mr. Mayor, Santa Clara City Councilmembers and City Staff, thank you & good evening. I'm Bill Bailey and I'm the Treasurer of **Santa Clara Plays Fair • org**. All of us are volunteers.

At the Special Meetings of RDA and Stadium Authority last Monday evening, one Councilmember stated that the San Francisco 49ers paid half the costs of the city infrastructure at Centennial Way and Tasman Drive.

In essence, this is a repeat of a similar claim made during the Measure J debates last May 16. **We believe that it was completely disproven then.**

Page 3 of the original Training Center Escrow Agreement of February 12, 1987, makes clear not only that...

- **the City alone committed public funds for the construction of Centennial Way as a public street,**

...but also that...

- **the City provided, at our own cost, the provision of all utilities up to the front door of the 49ers Training Center.**

In other words: We – and NOT the San Francisco 49ers – paid for the Tasman/Centennial public infrastructure. We're now abandoning that same right-of-way at our own cost to make room for the stadium.

The entire "sweetheart" Training Center Lease, in fact, pays only \$26,000 into our General Fund for over 11 acres of land. Santa Clarans have been subsidizing the 49ers for the last twenty-four years with this lease.

If the even larger stadium subsidy is really as "good" a deal for Santa Clarans as its boosters claim, there would be no need for distortions such as the one that went on the record last Monday. We ask that you either document last week's claim or that you publicly retract it.

Thank you.

William F. Bailey

RDA

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**Original 49ers Training Center Escrow Agreement,
dated Feb. 12, 1987 (page 3)**

B. The CITY has provided resolutions of the Santa Clara City Council, or other evidence reasonably satisfactory to LESSEE, that public funds have been budgeted for and allocated to the construction of Centennial Boulevard as a two (2) lane (one (1) lane in each direction) half-street (the "Off-Site Road"), that such construction has been scheduled, and that such schedule provides for construction of the Off-Site Road to be substantially completed and available for LESSEE's use on or before the date of occupancy by LESSEE of the administrative and training facilities portion of the Improvements (as reasonably anticipated by LESSEE); and

C. All connections for utilities, including without limitation storm sewers, sanitary sewers, water, electric, telephone and gas (the "Utilities"), have been made available to the Property boundary at no cost to LESSEE other than the Development Fees (as defined in the Lease Agreement), and such Utilities are of normal size and capacity to meet LESSEE's requirements or, if they are not, (i) as to all Utilities other than telephone and gas, CITY has provided resolutions of the Santa Clara City Council, or other evidence reasonably satisfactory to LESSEE, that public funds have been budgeted for and allocated to making such Utilities available to the Property boundary, that the work for making such Utilities so available has been scheduled, and that such schedule provides for said work to be substantially completed and available for LESSEE's use on or before the date of occupancy by LESSEE of ~~any~~ portion of the Improvements (as
/the administrative and training

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