



FILED
OFFICE OF THE CITY CLERK
OAKLAND

2016 MAR 31 PM 4:50
AGENDA REPORT

TO: Sabrina B. Landreth
City Administrator

FROM: Mark Sawicki
Director, EWD

SUBJECT: Brownfield Loan Modification for 785
Seventh St

DATE: March 15, 2016

City Administrator Approval

Date:

[Signature]
3/29/16

RECOMMENDATION

Staff Recommends that the City Council Adopt a Resolution Authorizing the City Administrator or Designee to Negotiate and Execute a Third Amendment to a Loan Agreement and Promissory Note between the City of Oakland and Brush Street Group, LLC for Brownfield Cleanup at 785 Seventh Street, Oakland CA 94607; Action Taken In Reliance On Previously Certified Environmental Impact Report For The West Oakland Specific Plan Certified On July 29, 2014 (CEQA Guidelines 15162 And As A Separate And Independent Basis, Section 15183)

EXECUTIVE SUMMARY

The Brush Street Group, LLC (the "Borrower") was approved for a loan in the amount of \$150,000 ("Loan") on April 25, 2007 for remediation of the property at 785 Seventh Street, Oakland CA 94607 (Assessor's Parcel Number 1-223-7). For the past eight years, the Borrower has been undertaking ongoing environmental assessment and monitoring, with limited remediation activities. Completion of site remediation is estimated by the Borrower to require an additional \$1,000,000 over the next few years to fully assess, remediate, and prepare the property for development. Without a "No Further Action" clearance letter from the regulatory authority (Alameda County Environmental Health Agency), the site cannot be developed for the uses contemplated. Due to insufficient funding for the completion of site remediation, the Borrower believes the site is unlikely to receive a "No Further Action" clearance, allowing for the development of the site, in the foreseeable future. Therefore, Borrower cannot secure any funding by which the subject loan can be repaid at this time.

Staff seeks authorization for the City Administrator or designee to negotiate and execute a Third Amendment to the Loan Agreement and Promissory Note with Brush Street Group, LLC, pursuant to which the City agrees to abstain from enforcement of its rights to repayment of the Loan. This action will allow the Borrower to bring the site closer to productive value, and temporarily relieve the Borrower of the financial burden of Loan repayment to the City until the site is able to be developed. This action also enables the Borrower to continue working under

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the oversight of Alameda County Environmental Health Agency on environmental site assessment and cleanup. (**Attachment A- Third Amendment to the Loan Agreement**)

BACKGROUND / LEGISLATIVE HISTORY

On April 25, 2007, the Borrower received a loan from the City in the amount of \$150,000 for the remediation of the property located at 785 Seventh Street. The funds originated from a grant by the U.S. Environmental Protection Agency (U.S. EPA) to the City of Oakland Economic & Workforce Development Department for the express purpose of creating a Brownfield Cleanup Revolving Loan Fund (including loans and grants) for environmental remediation. The total amount in the original loan pool was \$550,000. The City awarded a \$120,000 grant to Habitat for Humanity, a \$200,000 loan to the City Redevelopment Agency for clean up at Willow Park (repaid in full), and, as noted above, a \$150,000 loan to the Brush Street Group.

In July 2012, the City signed a Closeout Agreement between the US EPA, Region 9, and the City of Oakland for the Brownfield Cleanup Revolving Loan Fund (BF 9696081). Thereafter, the City had full authority for the use of funds as long as they were used for the purpose of Brownfield cleanup activities. In 2013, the City approved a \$260,000 grant to East Bay Asian Local Development Corporation (EBALDC) for the remediation of the Cal Hotel (asbestos removal). The City used \$20,000 administratively on technical assistance provided by our own Environmental Services Division, and to produce the Brownfield Resource Guide. The Brush Street Group loan was the only private loan from this program. The City closed out the Brownfield Cleanup Revolving Loan Fund program from under the US EPA oversight in 2012. Therefore, the City does not need to go to U.S. EPA for any authorization in this case.

In addition to this loan program, the City also has managed and operated the California Reutilized Brownfield Sites Assessment (CalReUSE) loan fund, as a Strategic Partner to the California State Treasurer's Office from 2004 – 2013. The State "forgave" four of the five CalReUSE Brownfield Program loans due to the same challenges as the subject site- because of the "underwater" nature of the property value and the lack of eligibility for repayment funds. The State CalReUSE Program office, California Pollution Control Authority- State of California Treasurer's Office, approved these forgiveness agreements based on the same criteria as the request being considered in the attached resolution. The State has since ceased its operation of the CalReUSE Program.

The Brush Street Group has spent more than 10 years of due diligence on environmental site assessment activities. They have remitted to the City \$32,280.82 in interest on the loan to date. They are currently financially "underwater" on this site, and per the attached letter (**Attachment B- Borrower Letter Request for Loan Forgiveness**), and estimate no less than \$1,000,000 is needed to conduct remediation at this site. In addition to the loan from the City, the Borrower also holds a private note in the amount of \$400,000 against the property, and has invested over \$1.3 million to date to acquire, conduct interim remediation, and operate a portion of the site to service the existing private note for which Borrower remains obligated to pay. The Third Amendment to the Loan Agreement suggests the City abstain from collection of the Note at the present time, while allowing the City a mechanism to be repaid should the property ever be developed.

ANALYSIS AND POLICY ALTERNATIVES

Staff recommends the City Administrator or designee to negotiate and execute a Third Amendment to a Loan Agreement wherein the City agrees to abstain from the enforcement of its rights to repayment of the Note, until the Borrower has sufficient moneys from any source to repay the Loan to the City, or if any of the following occur, at which time the Borrower shall repay the Loan to the City: (i) the property becomes developable, as evidenced by the issuance of a grading permit or building permit, (ii) the property is sold or transferred, or (iii) Borrower recovers damages from a person who is liable for the release, threatened release, presence or existence of any hazardous material. The site is not currently developable, given the mandated ongoing environmental assessment and monitoring process, required by the County of Alameda. The site is fiscally "underwater" (below market value) and only if fully remediated, could be valued at \$1,000,000, based on owner's exploration and statement of current market comparable sales. The Borrower has spent over \$1.3 million on the site, and holds a \$400,000 private note on the property.

One policy alternative to the recommended action would be to simply forgive the loan outright and write-off the balance collection on the premise that there is a very low likelihood of collection. This would reduce any further costs associated with maintaining and monitoring the City's rights to collect in the future, but it would also forego any opportunity of recovering the \$150,000 loan if the property were to increase in value if development or repayment were feasible.

FISCAL IMPACT

There are effectively no costs to the City through this action. The funds in question used to make this loan were a grant to the City by the U.S. EPA for the purpose of Brownfield cleanup, and not for any other use. The U.S. EPA authorized a "Close-Out Agreement" with the City in 2012; therefore no approvals for this action are required from any entity other than the City of Oakland. The City suspended collection of interest on the loan when it became clear there was little economic value to the property and that it was unlikely to generate income or proceeds for repayment any time soon.

PUBLIC OUTREACH / INTEREST

EPA funding typically requires on-site notification during the remediation processes for the community, including site contact information. The City will request such noticing should the site undergo remediation. The same procedure was required for all other brownfield remediation sites in the City that were funded by U.S. EPA.

COORDINATION

This report, resolution, and loan amendment have been reviewed by the Office of the City Attorney and by the Controller's Bureau. Staff has worked with the Alameda County Environmental Health Agency throughout the duration of this loan, and that Agency has

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confirmed the state of the contamination and the uncertain and lengthy timeline of the assessment and remediation process.

SUSTAINABLE OPPORTUNITIES

Economic: Abstaining from collection of the subject loan offers an opportunity for development of this site to occur over time. Without this relief, this site is more likely to remain undeveloped and contaminated, due to lack of financial viability.

Environmental: The approval of this action may help enable the remediation of the contaminated parcels.

Social Equity: The development of this site in the future, should it be remediated, will benefit the revitalization of West Oakland as a "gateway" location into the district.

CEQA

This project is categorically exempt under the California Environmental Quality Act (CEQA) Guidelines Section 15301 (existing facilities).

ACTION REQUESTED OF THE CITY COUNCIL

Staff Recommends that the City Council Adopt a Resolution Authorizing the City Administrator or Designee to Negotiate and Execute a Third Amendment to a Loan Agreement and Promissory Note between the City of Oakland and Brush Street Group, LLC for Brownfield Cleanup at 785 Seventh Street, Oakland CA 94607; Action Taken In Reliance On Previously Certified Environmental Impact Report For The West Oakland Specific Plan Certified On July 29, 2014 (CEQA Guidelines 15162 And As A Separate And Independent Basis, Section 15183)

For questions regarding this report, please contact Margot Lederer Prado, Senior Economic Development Specialist at (510) 238-6766.

Respectfully submitted,



Mark Sawicki, Director
Economic and Workforce Development
Department

Reviewed by: Aliza Gallo
Manager of Economic Development

Prepared by: Margot Lederer Prado
Economic Development Division Staff

Attachments (2):

- A: Third Amendment to the Loan Agreement between the City of Oakland and Brush Street Group
- B: Borrower Request for Loan Forgiveness & Schedule of Payments

**City of Oakland Brownfield Loan & Grant Program
Third Amendment to Loan Agreement dated April 25, 2007**

**THIRD AMENDMENT TO A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN
THE CITY OF OAKLAND AND BRUSH STREET GROUP, LLC FOR BROWNFIELD
CLEANUP AT 785 SEVENTH STREET, WEST OAKLAND**

This Third Amendment ("Third Amendment") to a Loan Agreement and Promissory Note dated April 25, 2007 ("Original Loan Agreement"), as amended by the First Amendment dated April 15, 2010 ("First Amendment"), as further amended by the Second Amendment dated August 25, 2012 ("Second Amendment"), (Original Loan Agreement, First Amendment, Second Amendment and Third Amendment collectively referred to herein, the "Loan Agreement"), by and between Brush Street Group, LLC ("Borrower") and the City of Oakland, a municipal corporation ("City") is dated April 19, 2016. The Original Loan Agreement was made by the City under the City's Brownfield Cleanup Revolving Loan Fund Loan & Grant Program ("BCRLF").

RECITALS

- A. Pursuant to the Original Loan Agreement, in April 2007 the City made a loan to the Borrower in the aggregate principal amount of One Hundred Fifty Thousand Dollars (\$150,000), which loan is evidenced by a Promissory Note ("Note"). The loan from City to Borrower was made for the purpose of financing the brownfield project ("Brownfield Project") on that certain real property located at 785 Seventh Street, Oakland, California ("Brownfield Property"), as more specifically set forth in the Loan Agreement
- B. Pursuant to the Loan Agreement and the Note, the current amount due and owing from Borrower to City as of the date of this Third Amendment is \$150,000.
- C. Borrower has made interest payments on the loan in the amount of Thirty Two Thousand Two Hundred Eighty Dollars and eighty-two cents (\$32,280.82) (see Attachment A).
- D. Although Borrower acted reasonably and in good faith, Borrower has been unable to complete the Brownfield Project or the development of the Brownfield Property due to continuing regulatory oversight and ongoing monitoring requirements and, as a result, has requested that the City forgive the repayment of the Note.
- E. Pursuant to the Loan Agreement, the City agrees to abstain from enforcement of its rights to repayment of the Note on the conditions set forth below.

AGREEMENT

In consideration of the covenants and promises contained herein, the City and Borrower agree as follows:

1. In consideration of (a) Borrower's execution and delivery of the Third Amendment and (b) Borrower's covenants and promises set forth in Paragraph 2 below, the City agrees to abstain from the enforcement of its rights to repayment of the Note, currently due and payable under the Loan Agreement and the Note until the Borrower has sufficient moneys, from any source, to repay the Note to the City or any of the events or occurrences set forth in Paragraph 2 below occur.
2. In consideration of the City's abstaining from the enforcement of its right to repayment of the Note, Borrower represents and warrants the truth and accuracy of the Recitals and further promises and agrees that:
 - a. If either a grading permit or a building permit is issued for the Brownfield Property while either Borrower or a related party has a legal or equitable interest in the Brownfield Property, Borrower shall, within five days of receipt of either of said permits, repay to the City the sum equal to the Note.
 - b. Pursuant to Paragraph 31 of the Loan Agreement, if Borrower elects to sell or transfer all or part of the Brownfield Property, Borrower shall immediately repay the entire principal balance due to the City.
 - c. If Borrower recovers damages from a person who is liable for the release, threatened release, presence or existence of any hazardous material (as defined by California Health and Safety Code Section 25260(d), as amended) at the Brownfield Property any money so recovered, up to the amount of the Note, shall be immediately paid to the City.
 - d. Pursuant to Paragraph 32 of the Loan Agreement, any forbearance by the City with respect to any of the terms and conditions of the Loan Agreement shall in no way constitute a waiver of any of City's rights or privileges granted under the Loan Agreement.
 - e. As set forth in the Note, in the event the Borrower fails to make any of the payments required in the Note, such payments so in default shall continue as an obligation of the Borrower until the amount of default shall have been fully paid.

Attachment A

Schedule of Interest Payments made by Brush Street Group for BCRLF Loan of 2007:

<u>Payment #</u>	<u>Interest Rate & Ck #</u>	<u>Paid Date</u>	<u>Amt Paid</u>
Payment No 1	3% Ck	6/1/2009 (Two Year)	\$6558.90
Payment No2	3% Ck	1/15/2009	\$5,872.60
Payment No 3	5% Ck	4/15/2010	\$1,849.32
Payment No 4	3%* Ck	4/15/2011	\$4,500.00
Payment No 5	3% Ck 70810	4/15/2012	\$4,500.00
Payment No. 6	3% Ck. 70839	4/15/2013	\$4,500.00
Payment No 7	3%	4/15/2014	<u>\$4,500.00</u>

TOTAL AMT of INTEREST PAID= \$ 32,280.82

Principal in Full (\$150,000) Due per Loan Agreement Second Amendment on 4/15/2015



Chicago Title Company

1 Kaiser Plaza, Suite 745 • Oakland, CA 94612
510 451-8888 • FAX 510 465-0738

PRELIMINARY REPORT

Title Officer: Mike Quinones
Escrow Officer: Chad Wilson
Escrow No.: 06-58200656-CW

Title No.: 06-58200656-MQ
Locate No.: CACTI7701-7701-S582-0058200656

TO: BBI Construction

ATTN: Tom Mccoy

SHORT TERM RATE: No

PROPERTY ADDRESS: 785 7th Street, Oakland, California

EFFECTIVE DATE: September 19, 2006, 07:30 A.M.

The form of Policy or Policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Brush Street Group, subject to Item No. 7.
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

MQ\MH 10/05/2006

EXHIBIT B

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OAKLAND, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 9, 10, 11, 12, 13, 14, 15, 16, 17 AND 18, BLOCK 97, KELLERSBERGER'S MAP OF OAKLAND, FILED September 2, 1853, MAP BOOK 7, PAGE 3, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM, THAT PORTION OF LOTS 9 AND 10 CONVEYED BY CENTRAL PACIFIC RAILWAY COMPANY, A CORPORATION, AND SOUTHERN PACIFIC COMPANY, A CORPORATION, TO CITY OF OAKLAND, BY DEED DATED July 19, 1915, RECORDED September 16, 1915, BOOK 2372 OF DEEDS, PAGE 238, ALAMEDA COUNTY RECORDS.

APN: 001-0223-002-01

BRUSH STREET GROUP, LLC
1155 Third Street, Suite 230
Oakland CA 94607

February 4, 2015

Margot Lederer Prado
BCRLF Manager
City of Oakland
Community and Economic Development Agency
250 Frank Ogawa Plaza, Suite 3315
Oakland, CA 94612

Re: Brownfield Cleanup Revolving Loan
785 Seventh St., Oakland
Request for Loan Forgiveness

Dear Ms. Prado,

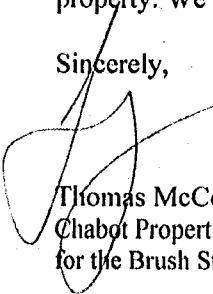
I hereby request that the Brownsfield Cleanup Revolving Loan (BCRL) in the amount of \$150,000 for 785 Seventh St., Oakland be forgiven. The loan is due April 15, 2015. Our group has no source of funds available to repay the loan. We are years away from obtaining a "No Further Action" letter from the oversight agency. In the meantime no bank or third party is willing to lend money collateralized by a contaminated site to repay the Brownsfield Cleanup Revolving Loan.

The value of the site is significantly less than the amount of funds we need to invest in order to clean up the parcel. The site is approx. 22,000 sq. ft. with a CIX zoning. We have obtained appraisals that have valued the site in the order of \$1,000,000 if it was clean. We have invested over \$1.3 million to date to acquire, remediate and operate site (see attachment). We have received ROM estimates for \$1,000,000 +/- to clean the site up. The source of these ROM clean up estimates are two environmental firms that we have been working with: Baseline Environmental & The Source Group. Jerry Wickham, the project manager with the Alameda County Environmental Group assigned to this parcel, agrees with this assessment. Currently, beyond the BCRL we have a private note against the property in excess of \$400,000.

The Brush Street Group has worked diligently since 2003 to clean up the site within the original loan term and the extension periods. The BCRL loan served its intended purpose. It has helped clean up of the site and thereby benefited the public good. Unfortunately to complete the cleanup process for this site will require many more years and a significantly larger financial commitment.

The Brush Street Group has no resources repay the BCRL. No bank is willing to lend money on the property. We request that this loan be forgiven

Sincerely,



Thomas McCoy
Chabot Properties, LLC
for the Brush Street Group, LLC

Brush Street Group, LLC
785 Seventh Street, Oakland

Period: April 2003 to Dec. 31, 2014

February 1, 2015

Total Costs to Acquire and Remediate the Site

Capital Expenditures & Costs to Date

Initial Property Acquisition Costs		204,322
Hazardous Mat Costs (Consulting, Testing & Clean Up)		
Alameda County Environ. Health	27,000	
Amicus	5,603	
Baseline Environmental	206,733	
The Source Group	52,725	
Other Vendors	<u>153,637</u>	
Subtotal Hazardous Mat Costs		445,697
Building Improvement Costs		279,444
Holding & Operating Costs		
Accounting & Legal Costs	67,650	
Bank Fees	425	
Insurance	10,827	
Misc. Fees	12,407	
Property Taxes	106,217	
State Taxes (FTB)	7,200	
Utilities	19,446	
BCRLF Loan Interest	32,281	
Other Loan Interest	<u>129,087</u>	
Subtotal Holding & Operating Costs		<u>385,539</u>
Total Capital Expenditures & Costs to Date	\$	1,315,001
Future Costs to Remediate the Site		<u>1,000,000</u> +/-
Total Costs to Acquire and Remediate the Site	\$	2,315,001

DRAFT

City Attorney

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

2016 MAR 31 PM 4:59 RESOLUTION No. _____ C.M.S.

RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR OR DESIGNEE TO NEGOTIATE AND EXECUTE A THIRD AMENDMENT TO A LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE CITY OF OAKLAND AND BRUSH STREET GROUP, LLC FOR BROWNFIELD CLEANUP AT 785 SEVENTH STREET, OAKLAND CA 94607; ACTION TAKEN IN RELIANCE ON PREVIOUSLY CERTIFIED ENVIRONMENTAL IMPACT REPORT FOR THE WEST OAKLAND SPECIFIC PLAN CERTIFIED ON JULY 29, 2014 (CEQA GUIDELINES 15162 AND AS A SEPARATE AND INDEPENDENT BASIS, SECTION 15183)

WHEREAS, the City of Oakland ("City") was the recipient of a grant from the U.S. Environmental Protection Agency ("U.S. EPA") to be used for creating a Brownfield Cleanup Revolving Loan Fund ("BCRLF") for environmental remediation and the City is authorized to make loans from these funds ("Loan Funds"); and

WHEREAS, the Loan Funds were to be used to undertake cleanup of brownfields sites by making low interest loans and grants to parties willing to undertake cleanup of these sites; and

WHEREAS, the Brush Street Group, LLC ("Borrower") is the owner of certain real property located in West Oakland at 785 Seventh Street (the "Property"), which Property is more particularly described in Attachment A, attached hereto; and

WHEREAS, the City loaned a portion of the Loan Funds to the Borrower in the amount of One Hundred Fifty Thousand Dollars (\$150,000) (the "Loan") to undertake cleanup of the Property; and

WHEREAS, in 2012, the U.S. EPA authorized the transition of full Brownfield Loan Fund authority to the City; and

WHEREAS, for the past eight years, the Borrower has undertaken ongoing environmental assessment and monitoring, with limited remediation activities; and

WHEREAS, the Borrower estimates that completion of site remediation is estimated to require an additional \$1,000,000 over the next few years to fully assess, remediate, and prepare the Property for development; and

WHEREAS, without the additional moneys for site remediation, the Property cannot be developed or sold either of which action would generate sufficient proceeds to the Borrower to repay the Loan to the City; and

WHEREAS, due to lack of moneys to repay the City on February 4, 2015, the Borrower requested that the City forgive repayment of the Loan; and

WHEREAS, the City does not want to forgo any opportunity of recovering the Loan of public funds; and

WHEREAS, the project was analyzed in the EIR prepared for the West Oakland Specific Plan, certified on July 29, 2014 and none of the circumstances requiring preparation of additional CEQA review as specified in CEQA and the CEQA Guidelines, including, without limitation, Public Resources Code section 21166 and CEQA Guidelines sections 15162 and 15163 are present, in that:

1. There are no substantial changes to the project that would result in new significant environmental impacts or a substantial increase in the severity of significant impacts already identified in the previous CEQA document;

2. There are no substantial changes in circumstances that would result in new significant environmental impacts or a substantial increase in the severity of significant impacts already identified in the previous CEQA document; and

3. There is no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous CEQA document was certified, which would result in: (a) new significant environmental effects or a substantial increase in the severity of significant environmental effects already identified in the previous CEQA document; or (b) mitigation measures which were previously determined not to be feasible would in fact be feasible, or which are considerably different from those recommended in the previous CEQA document and which would substantially reduce significant effects of the project, but the City declines to adopt them.

As a separate and independent basis, the project is also exempt from CEQA review pursuant to CEQA Guidelines Section 15183, projects consistent with a community plan, general plan or zoning; and now, therefore be it

RESOLVED: That the City Council hereby authorizes the City Administrator or designee to negotiate and execute a Third Amendment to the Loan Agreement and Promissory Note between City and Borrower and; be it

FURTHER RESOLVED: That the City Council hereby authorizes the City to abstain from the enforcement of its current rights to repayment of the Loan under the Loan Agreement and the Note until the Borrower has sufficient moneys, from any source, to repay the Loan to the City or any of the following occur, at which time the Borrower shall repay the Loan to the City:

1. The Property becomes developable, as evidenced by the issuance of a grading permit or building permit.
2. The Property is sold or transferred by the Borrower.
3. The Borrower recovers damages from a person who is liable for the release, presence or existence of any hazardous material on the Property.

FURTHER RESOLVED: That the Third Amendment to the Loan Agreement shall be reviewed and approved as to form and legality by the City Attorney's Office prior to execution; and be it

FURTHER RESOLVED: That the City Administrator or designee shall cause a Notice of Exemption from CEQA requirements to be filed with the County of Alameda; and be it

FURTHER RESOLVED: That the City Administrator or designee is further authorized to negotiate and enter into other agreements and take whatever action is necessary with respect to and consistent with this Resolution and its basic purposes.

IN COUNCIL, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, CAMPBELL WASHINGTON, GALLO, GUILLEN, KALB, KAPLAN, REID,
COUNCIL PRESIDENT GIBSON MCELHANEY

NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the
Council of the City of Oakland,
California