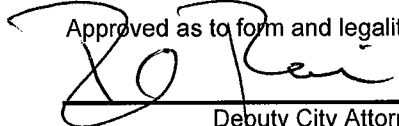


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REVISED COUNCIL 5/15/2018

Approved as to form and legality  
  
Deputy City Attorney

## OAKLAND CITY COUNCIL

RESOLUTION No. 87203 C.M.S.

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**RESOLUTION AUTHORIZING AN EXCLUSIVE NEGOTIATING AGREEMENT WITH THE ATHLETICS INVESTMENT GROUP LLC, OR AFFILIATED ENTITY, FOR DEVELOPMENT OF A BALLPARK AND ANCILLARY DEVELOPMENT AT THE OAKLAND-ALAMEDA COUNTY COLISEUM COMPLEX SITE, ACCEPTING AND APPROPRIATING A PROJECT EXPENSE PAYMENT AND EXCLUSIVE NEGOTIATING FEE IN CONNECTION WITH THE AGREEMENT, AND ACCEPTING AND APPROPRIATING A PROJECT EXPENSE PAYMENT FOR POSSIBLE DEVELOPMENT OF A BALLPARK AND OTHER DEVELOPMENT AT HOWARD TERMINAL WITHIN THE PORT AREA**

**WHEREAS**, the City and the County of Alameda ("County") jointly own approximately 112 acres of land in the City of Oakland commonly known as the Oakland-Alameda County Coliseum Complex (the "Coliseum Complex"); and

**WHEREAS**, the Coliseum Complex is a potential site for a proposed new major league baseball ballpark, along with additional development of possible commercial, office, tech/industrial, retail and/or residential uses; and

**WHEREAS**, the City and the Athletics Investment Group, LLC ("Oakland Athletics") desire to enter into exclusive negotiations over development of a project at the Coliseum Complex; and

**WHEREAS**, an Exclusive Negotiating Agreement between the City and the Oakland Athletics will allow the parties to enter into a period of preliminary study and negotiations over possible disposition of the Coliseum Complex and development of a project on the site, understanding that this does not constitute a binding commitment on the part of the City or the County to any developer or project; and

**WHEREAS**, as a condition of entering into the Exclusive Negotiating Agreement, the City shall require that the Oakland Athletics provide a Project Expense Payment

("PEP"), in an amount to be determined, for the purpose of covering City's costs, such as the cost of project and administrative staffing, consultants, experts legal counsel, etc., related to studying the proposed project and negotiating the terms for disposition of Coliseum Complex for a possible project, and an Exclusive Negotiating Fee, in an amount to be determined, in exchange for the exclusive negotiating rights granted to the Oakland Athletics; and

**WHEREAS**, the Port of Oakland and the Oakland Athletics have entered into an exclusive negotiating agreement for possible development of a ballpark and ancillary development at the site of the Charles P. Howard Terminal within the Port Area, and the Oakland Athletics have submitted or will submit an application associated with such development to the City; and

**WHEREAS**, the City shall require that the Oakland Athletics provide a PEP, in an amount to be determined, for the purpose of covering the City's costs related to considering such a development application in a project at the Howard Terminal site; now, therefore, be it

**RESOLVED:** That the City Council hereby authorizes the City Administrator, or her designee, to negotiate and execute an Exclusive Negotiating Agreement with the Athletics Investment Group LLC, or an affiliated entity approved by the City Administrator, for purposes of studying and evaluating the feasibility of, and negotiating terms and conditions for, the potential development of a ballpark and ancillary development at the Coliseum Complex, per the terms attached to this Resolution; and be it

**FURTHER RESOLVED:** That the initial exclusive negotiating period shall be for nine months from the date of this Resolution, with an option to extend said period for an additional three months at the discretion of the City Administrator or his or her designee; and be it

**FURTHER RESOLVED:** That the City Council hereby accepts any Project Expense Payment and Exclusive Negotiating Fee from the Oakland Athletics for development of the Coliseum Complex site and accepts any Project Expense Payment for the Howard Terminal site, and appropriates said funds to Miscellaneous Capital Projects Fund 5999, and Project to be determined later; and be it

**FURTHER RESOLVED:** That the City Council hereby authorizes the City Administrator, or her designee, to negotiate and execute an agreement with the Athletics Investment Group LLC, or an affiliated entity, for the Howard Terminal PEP; and be it

**FURTHER RESOLVED:** That the City Council finds and determines, after independent review and consideration, that this action is complies with the California Environmental Quality Act ("CEQA") because this action on the part of the City is exempt from CEQA

pursuant to Section 15262 (feasibility and planning studies), Section 15306 (information collection), and Section 15601(b)(3)(general rule) of the CEQA Guidelines; and be it

**FURTHER RESOLVED:** That the City Administrator or her designee shall cause to be filed with the County of Alameda a Notice of Exemption for this action; and be it

**FURTHER RESOLVED:** That the City Council hereby authorizes the City Administrator or his or her designee to negotiate and execute documents and take all other action necessary with respect to the Exclusive Negotiating Agreement, the Coliseum Complex site, the proposed project, the Exclusive Negotiating Fee, and the PEP for both the Coliseum Complex and the Howard Terminal site, consistent with the Resolution and its basic purposes.

**MAY 17 2018**

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_,

PASSED BY THE FOLLOWING VOTE:

AYES- ~~BRONKHORST, GIBSON MCELHANEY, GUILLEN, KALB, KAPLAN, ,~~  
CAMPBELL-WASHINGTON ~~and PRESIDENT~~ - 5

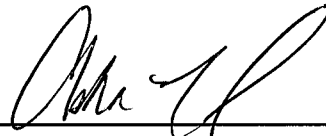
NOES- 0

2- ABSENT- Brooks, Gallo

ABSTENTION-

1- Excused - Reed

ATTEST:



\_\_\_\_\_  
LATONDA SIMMONS  
City Clerk and Clerk of the Council  
of the City of Oakland, California

18 MAY 17 AM 11:49

**Oakland Athletics, Coliseum Site**  
**ENA Terms**

Parties	City of Oakland and Athletics Investment Group LLC. Subject to County of Alameda participation/consent.
Premises	Site known as the Coliseum Complex, APN # 041-3901-008 & 041-3901-009 consisting of approximately 112 acres of land jointly owned by City and County as shown on Attachment A.
Term of ENA	Nine months with an administrative three-month extension, or until execution of L/DDA, whichever occurs first.
Project	Privately-funded baseball stadium-anchored development with ancillary development.
Form of Conveyance	Long-term ground lease, fee sale, or combination to be negotiated.
Interim Leasing	City and County retain possession of premises and right to continue leasing/licensing stadium and arena.
Goals	Achieve financially feasible project based on environmental and technical studies, site plan, phasing plan and complete financial analysis, with marketing and feasibility analyses for each project component; identification of master developer or development partners for project components; construction cost estimates and financing plans, including infrastructure financing plans for each project component; development schedules for each project component; a master pro forma for the project as a whole; CEQA review; and a community benefits plan.
Community Benefits	See topics for community benefits negotiations, Attachment B.
Consideration	Negotiate and reach agreement on the terms of consideration to be paid based on fair market value.
Deliverables	Attachment C.
Exclusivity	City and County agree not to negotiate with other developers during ENA period; exceptions for negotiations over Raiders/Warriors license issues, community benefits, buyout of County, other legal requirements. A's agree not to negotiate with other cities/entities for relocation outside of Oakland.
City Fees	Include nonrefundable payment and establish Project Expense Payments (PEP) to cover City staff and consultant costs. Eligible uses of the PEP shall include: (1) the cost of City economic development staff, planning staff, transportation staff, finance staff, real estate staff, engineering staff, legal counsel, and administration staff, working on the project including administrative overhead allocable to such staff work; (2) the cost of consultants and experts retained by the City to work on the project, such as economic consultants, finance and fiscal consultants, environmental and planning consultants, engineers, real estate consultants, and geotechnical consultants; and (3) the cost of outside legal counsel retained by the City to work on the project.

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OAKLAND  
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Attachment A  
Coliseum Site Map

ATTACHMENT A



**Attachment B**  
**Coliseum Site Community Benefits**

The following is a list of categories that will guide the negotiations regarding community benefits during the Exclusive Negotiation Period.

This is a preliminary list that will be subject to negotiations regarding community benefits between the parties and community stakeholders, including labor, community organizations, housing organizations, environmental organizations, and other impacted stakeholders. Any proposed community benefits provision will undergo a race equity impact analysis prior to City agreement. A community benefits program will be included in any Lease Disposition and Development Agreement or Disposition and Development Agreement.

- Project labor agreements and labor peace
- Local employment and job access provisions, including Fair Chance, workforce training, retention of existing workers, and apprenticeship policies
- Living wages, benefits and stable employment opportunities
- Local business and small business contracting policies
- Environmental mitigation measures
- Open space elements
- Sustainable and healthy development measures benefitting the surrounding community
- Transportation infrastructure and transportation demand management programs, including transit affordability and accessibility
- Affordable housing development, including, potentially, funding for housing preservation and anti-displacement protections
- Other community benefits as needed and feasible, to be negotiated

**Attachment C**  
**Deliverables**

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<b>DELIVERABLES</b>
<b><u>DEVELOPMENT TEAM</u></b> : retain team of experienced development professionals, including in the following areas: site planning, engineering, environmental, market analysis, real estate project development management and/or development partner, public/community relations
<b><u>CONCEPT PLAN</u></b> : prepare preliminary conceptual site plan, for a ballpark anchored Project at the Coliseum site and description of all proposed uses. Drawings shall show various levels of detail including but not limited to: phasing, massing and programmatic details including all proposed ancillary uses and development.
<b><u>MARKET AND FEASIBILITY ANALYSES</u></b> : Conduct and provide marketing and feasibility for the Coliseum site for the Project detailing each phase and proposed project component.
<b><u>PRELIMINARY PRO FORMA/ DEVELOPMENT SCHEDULE</u></b> : provide a detailed Project pro forma, financing plans (based on both sale and 99-year lease options for each component), construction cost estimates, including infrastructure financing plans for each project component, and development schedules for each project component.
<b><u>COMMUNITY OUTREACH</u></b> : conduct equity baseline analysis and hold community meeting to solicit input and prepare community benefits plan
<b><u>TECHNICAL STUDIES</u></b> : Conduct all necessary technical studies on the Coliseum site including but not limited to: geotechnical studies; hydrology reports; Phase I and Phase II environmental studies; haz-mat reports; ALTA survey; utility analysis; etc.
<b><u>CEQA</u></b> : Retain planning consultant to conduct and submit all necessary documents and analysis to the City's Bureau of Planning to ensure the proposed Project meets all legal requirements and CEQA/EIR entitlements.
<b><u>FINAL DEVELOPMENT PLAN/PRO FORMA/DEVELOPMENT SCHEDULE</u></b> : prepare final development plan, development phasing schedule and pro forma.