



OAKLAND ATHLETICS & CITY OF OAKLAND MLB STADIUM DEVELOPMENT

PRESENTATION OF TERMS

MAYOR SHENG THAO
51ST MAYOR OF THE CITY OF OAKLAND

JULY 9, 2023



THE HONORABLE SHENG THAO • MAYOR OF OAKLAND

July 9, 2023

Dear Commissioner Manfred,

I want to begin by expressing my sincerest appreciation for your willingness to meet with me in person to discuss next steps in the relationship between the City of Oakland, Major League Baseball (MLB) and the Oakland Athletics (A's).

Although it is my understanding that the A's and MLB are currently focused on relocating the team from its longtime Oakland home to Las Vegas, I thought it best to reach out to you directly to share my perspective on where things stand in Oakland. As MLB and the relocation committee approach the very consequential vote that will determine the future of the A's in Oakland, I wanted to personally ensure that we have an open line of communication and that you have direct access to all of the relevant information that you will need to make an informed decision.

Based on your recent comments, I fear that there may be certain misperceptions about the status of the A's proposed project at Howard Terminal. By way of this letter and its attachments, I want to make it clear to you, MLB, the relocation committee, and the owners of the other 29 teams that Oakland very much had a specific and concrete proposal on the table, we had a detailed and mutually agreed upon plan and schedule, and after two years of negotiations, we were, I believe, extremely close to finalizing a deal with the current ownership of the A's.

First, there most certainly is a site for a stadium in Oakland – and detailed plans for that site. At Howard Terminal, the A's proposed a total of approximately six million square feet of new development on approximately 55 acres of public land located on Oakland's waterfront, with sweeping views of the San Francisco skyline. In addition to a privately-owned and operated ballpark with capacity for 35,000 fans, the A's proposed project would including 3,000 residential units and more than 1.5 million square feet of commercial space.

Plans for this new “Waterfront Ballpark District” were developed by the A's and their design team over several years and submitted to the City for review. In fact, the plans have gone through multiple rounds of review (as is typical for any large development project) and are ready to proceed to public hearings. The City maintains a robust webpage for the Project, where the A's most recent plan submittals are available to you and the public on an ongoing basis. For your convenience, the plans are also attached for your review.

Second, it is not an accurate statement that there was no offer from Oakland. Oakland has made the A's multiple offers over the last several years, at both the Coliseum and Howard Terminal. All have been rejected, despite the fact that Oakland's current offer includes more money for both onsite and offsite infrastructure than the A's themselves requested.

The City has persevered in its pursuit of a deal to keep the A's in Oakland despite numerous pivots from the A's ownership group, from Fremont, to San Jose, to redevelopment at the Coliseum, to Laney College; and finally to Howard Terminal fewer than 5 years ago, where the A's ownership elected to pursue millions of square feet of residential, commercial and retail space, expanding the scope of the project well beyond what is proposed in Las Vegas.

Finally, I am compelled to address some of your recent comments about attendance. It's true that attendance has remained depressed in Oakland post-pandemic – but I don't think that would be shocking to anyone who has witnessed the incredible underinvestment in the team during this period. As we saw in 2019, when the A's were competitive, the fans turned out. This lack of investment is, I believe, a disservice to the team, the league, and baseball fans everywhere.

Despite this chronic underinvestment, a near doubling in season ticket prices – and despite the ownership group making it very apparent that they were looking to leave – the fans organized something remarkable. The reverse boycott amply demonstrated just how deep the bond is between this team and this city. Frankly, the fans themselves did what the A's current owners have chosen not to do for the last few years. They packed the stadium. And if the A's remain rooted in Oakland with a committed ownership team, I can promise you, the fans will keep showing up.

Despite everything that has happened, I want to be 100% clear – **I want the Oakland Athletics to stay in Oakland.**

California is united on this topic – everyone from our City Council to the Governor to California's delegation in Washington has weighed in, not just with their words, but with legislative actions and infrastructure dollars.

If you have any questions about Oakland's commitment, or what Oakland is willing to do, please bring them to me directly. My intention is to provide complete transparency to you and to the other 29 MLB owners, as well as to the public, about how we got here.

Until there is an actual shovel in the ground in Las Vegas, we will not stop trying to keep the team where they belong – in Oakland. I'm sure Las Vegas would be perfectly happy with an expansion team and the A's would look forward to hosting them at a game right here in Oakland.

I appreciate you sharing this information with all of the MLB owners, so that they, too, are in a position to make an informed decision on the proposed relocation of the A's.

Sincerely,

A handwritten signature in black ink that reads "Sheng Thao". The signature is fluid and cursive, with the first name "Sheng" and last name "Thao" clearly legible.

Mayor Sheng Thao
City of Oakland

Cc:

Arizona Diamondbacks, Ken Kendrick
Atlanta Braves, Liberty Media
Baltimore Orioles, Peter Angelos
Boston Red Sox, John W. Henry
Chicago Cubs, Thomas S. Ricketts
Chicago White Sox, Jerry Reinsdorf
Cincinnati Reds, Bob Castellini
Cleveland Guardians, Larry Dolan
Colorado Rockies, Charlie Monfort
Detroit Tigers, Christopher Ilitch
Houston Astros, Jim Crane
Kansas City Royals, John Sherman
Los Angeles Angels, Arturo Moreno
Los Angeles Dodgers, Mark Walter
Miami Marlins, Bruce Sherman
Milwaukee Brewers, Mark Atanasio
Minnesota Twins, Jim Pohlad
New York Mets, Steve Cohen
New York Yankees, Hal Steinbrenner
Oakland Athletics, John J. Fisher
Philadelphia Phillies, John S. Middleton
Pittsburgh Pirates, Robert Nutting
San Diego Padres, Peter Seidler
San Francisco Giants, Charlie Johnson
Seattle Mariners, John W. Stanton
St. Louis Cardinals, William DeWitt, Jr.
Tampa Bay Rays, Stuart Sternberg
Texas Rangers, Ray Davis
Toronto Blue Jays, Rogers Communications
Washington Nationals, Lerner Enterprises

List of Attachments:

- Summary of Negotiations Timeline
- Summary of Terms: City of Oakland & Oakland Athletics
- Exhibit A: Site Map
- Draft Infrastructure Financing Plan
- Preliminary Development Plan
- Tentative Map
- Design Guidelines

Summary of Negotiation Timeline

Negotiations under the previous administration

- For the last 10 years, the City of Oakland has done everything in its power to respond to the evolving needs of the A's owners.
- 10 years ago, the A's were just beginning to turn their attention back to Oakland after a decade spent chasing deals in Fremont and San Jose. As you know, the latter effort was pursued all the way to the United States Supreme Court, and only finally resolved about 8 years ago, in 2015.
- When the A's did begin to focus on Oakland, their focus (and that of then-Commissioner Bud Selig) was on the Coliseum.
- To make a new ballpark at the Coliseum possible, in 2014 and 2015, the City adopted a new master plan and certified an EIR for the approximately 120-acre property, which to this day would allow for up to three separate major league sports facilities to be built on that property, including a new MLB ballpark.
- While the City laid the groundwork for the A's to build a new ballpark at the Coliseum, the A's spent a year "studying" the viability of the Coliseum, Howard Terminal, and a new contender – Laney College.
- The A's subsequently announced their choice of Laney College – much to the surprise of the City and Laney College Board, who had not been engaged by the A's, and declined to pursue the deal. As I recall, you characterized this as a "misstep" on the part of the A's at the time.
- It was actually fewer than 5 years ago that the A's turned their focus to Howard Terminal. Since that time, the City has bent over backwards to accommodate the A's and their desire to build a 6-million square foot ground up mixed-use mega development on one of the most complicated and challenging sites in the Bay Area – an effort they insisted on undertaking on their own, despite their lack of development experience.
- In these past 5 years, the City:
 - Sponsored three pieces of state legislation to facilitate the project, all of which were signed into law
 - Passed a term sheet fewer than 90 days after the A's finally presented their 1-page financial plan for the project in April 2021 – not to City negotiators, but to the press
 - Agreed to form an Enhanced Infrastructure Financing District over the project site, and worked with Alameda County to increase the district's bonding capacity by more than 70%
 - Agreed to fund the A's estimated \$360 million in offsite infrastructure costs – and secured more than \$425 million in funding and stood up an entirely new City division to make it happen
 - Completed, certified, and successfully defended in both the trial and appeals courts the project's 10,000-page Environmental Impact Report – removing most of the risk from the project's remaining approvals
 - Secured a 23-2 approval from the Bay Conservation Development District after the A's failed to do so in an earlier committee vote
 - Offered to sell the City's 50% interest in the Coliseum site to the A's on similar terms to those between the A's and Alameda County

Negotiations under Mayor Thao's Administration

- It became clear to Mayor Thao shortly after taking office in January 2023 that negotiations between the City and A's had reached an impasse
- Like her predecessor, Mayor Schaaf, Mayor Thao very much values having the A's in Oakland, and so she made breaking this impasse a priority early in her term.
- Within her first month in office, Mayor Thao invited the A's ownership to City Hall to meet and discuss next steps. Dave Kaval, John Fisher and the Mayor (along with the City's senior project team) met in person in the Mayor's office on February 6, 2023.
- At that meeting, the City proposed engaging a mediator, Steve Kawa, former chief of staff to three San Francisco mayors (including Governor Gavin Newsom) to help facilitate a mutually acceptable resolution of the outstanding issues.
- Steve is not someone with whom the City had any prior relationship. He was selected and recruited in large part because of his relevant experience and long relationship with the Fisher family.
- After three years of difficult negotiations, the relationship between the City and A's had become strained. Mayor Thao felt we needed a "clean slate" and wanted to approach the relationship as true partners.
- The Mayor was optimistic that Steve would help achieve a more productive dialogue, acting as an "honest broker" who could be trusted and respected by both sides.
- This suggestion was met with an enthusiastic response from the A's, and both parties agreed to conducting the mediation out of the public eye.
- Following multiple weeks of direct negotiation between City staff and A's leadership, Dave shared with the Mayor that the team had made a "binding" land deal in Las Vegas and intended to focus their efforts on moving the team to Las Vegas.
- At that time, Mayor Thao instructed City staff to step away from negotiations.
- Below is a summary of the transaction documents and terms as they were drafted at the time that negotiations ceased in April of this year (updated to reflect the additional \$49.5 million secured by City and Port for infrastructure construction this quarter).
- The Mayor continues to believe a new, waterfront ballpark in Oakland best serves the interests of Major League Baseball, the other 29 team owners, the City of Oakland, the fans and the A's ownership group.

Summary of Terms: City of Oakland & Oakland Athletics

WATERFRONT BALLPARK DISTRICT AT HOWARD TERMINAL

As of April 19, 2023

Parties	Athletics Investment Group LLC d/b/a The Oakland Athletics (together with its successors and assigns, Developer) City of Oakland (City)
Project	A mixed-use development to include a new open-air, waterfront, multi-purpose 35,000-fan capacity baseball stadium (Ballpark) for baseball games to be played by the Oakland Athletics Major League Baseball club (Oakland A's or A's), and other ancillary uses such as concerts and special events, together with a mix of residential, retail, hotel, office, commercial, entertainment and other uses, including up to 3,000 residential units; up to 1.77 million square feet of commercial uses; an approximately 50,000 square-foot indoor performance venue with capacity of up to 3,500 persons; up to 400 hotel rooms in one or more buildings with supportive conference facilities; and approximately 15 – 18 acres of publicly accessible open space, all as proposed by the A's.
Project Site	Approximately 55 acres of land located mostly within the Port of Oakland (Port) on the Oakland waterfront, commonly known as the Howard Terminal
Term	Vested rights to develop the Project over a 35-year period, as long as the Development Agreement remains in effect. "Non-relocation" commitment of 30 years following open of the ballpark.
Vested Rights	<p>During the Term of the Development Agreement, Developer will enjoy certain vested rights to develop the Project, and no new City laws will be permitted that change or reduce the height, bulk, density, or intensity of the approved Project; alter parking requirements or permitted land uses; control or delay the sequencing or timing of development and construction; or impose new requirements or exactions on the Project that do not apply Citywide.</p> <p>All future Building approvals will be subject to then-current building codes applicable on a City-wide basis. All future public infrastructure approvals will be subject to then-current City infrastructure standards applicable on a City-wide basis, provided the standards are compatible with, and would not require (a) a material modification to, valid, unexpired, previously issued permits for the work, or (b) any retrofit, removal, supplementation, reconstruction or redesign of infrastructure previously built as part of the Project; and provided that if the standards deviate from those previously applied, the deviations would not materially increase the cost of the Project.</p>

<p>Sequence of Development</p>	<p>Excepting affordable housing, no other residential or commercial development (Buildings) will be granted certificates of occupancy until Developer has first constructed the Ballpark, including the Rooftop Park, together with Athletics Way, MLK Plaza, and Waterfront Park A.</p> <p>Thereafter, during the Term, Developer may develop Buildings in such order and at such time as determined by Developer in its business judgment, provided that:</p> <ul style="list-style-type: none"> a) On-site affordable housing, parks and open space, and public infrastructure, must be delivered by Developer proportionately with and as required to serve development of the Buildings; and b) Excepting interim infrastructure and site preparation, no development south of Street A and west of Market Street may proceed until the Port’s right to retain or reacquire the certain lands for the potential expansion of the Inner Harbor Turning Basin has expired.
<p>California Environmental Quality Act (CEQA)</p>	<p>The City prepared and certified a Final Environmental Impact Report (EIR) for the Project on February 17, 2022. Subsequently, the Alameda County Superior Court denied multiple challenges to the City’s EIR and upheld the adequacy of the City’s CEQA analysis and mitigation of impacts. While most petitioners accepted the decision of the trial court, the East Oakland Stadium Alliance (EOSA) appealed its decision to the State Court of Appeals. On March 30, 2023, the Court of Appeals rejected EOSA’s lawsuit seeking to overturn the City’s environmental review of the proposed Project. The deadline for appeal to California’s Supreme Court has since passed without a further petition for review; the City’s Final EIR stands.</p> <p>The City and other responsible agencies, including the Port, will rely on the certified Final EIR, to the greatest extent possible in accordance with CEQA and other applicable laws, in all future discretionary actions related to the Project.</p> <p>The Developer will comply with all Mitigation Measures imposed with respect to the Project within the time frames and manner set forth in the certified Final EIR.</p>
<p>Expedited Approvals</p>	<p>It would be the express intent of Developer and City to cooperate and diligently work to obtain any and all future regulatory approvals.</p> <p>Prior to commencing construction of each component of the Project, Developer will obtain all required permits and approvals from each governmental entity or utility provider having jurisdiction over the Project or Project Site, including the City and all non-City responsible agencies. Developer will use diligent good faith efforts to provide to City in a timely manner any and all documents, applications,</p>

	<p>plans, and other information necessary for City to evaluate applications for future approvals.</p> <p>Upon submission by Developer of all appropriate applications and Administrative Fees for any future approvals, City will promptly and diligently commence and complete all steps necessary to act on Developer’s applications, including: (i) providing, at Developer’s expense, reasonable overtime staff assistance, and additional staff or staff consultants for concurrent, expedited planning and processing of each pending application; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such applications.</p> <p>Upon Developer’s request (and at Developer’s expense), City will designate a priority project manager to act as a facilitator for future approvals. The priority project manager will function as an intermediary between the City and Developer to facilitate the expeditious processing of approvals; to address challenges, issues, and concerns during development of the Project; and to promote accessibility, predictability, and consistency across City departments.</p> <p>The priority project manager will work collaboratively with Developer to establish mutually agreed upon (i) timelines for City review and Developer resubmittal of plan sets for permits for construction of Buildings and infrastructure; (ii) procedures for processing of “foundation only” permits; (iii) procedures for provision of dedicated plan checkers and inspectors for the Project; (iv) procedures for utilizing third party plan checkers and inspectors; (v) procedures for utilizing video inspections; (vi) procedures for pre-approval of extended working hours, as set forth in the Final EIR; (vi) procedures for installation of Ballpark furniture, fixtures and equipment prior to issuance of the first Certificate of Occupancy for the Ballpark; and (vii) procedures for issuance of phased temporary certificates of occupancy for Buildings.</p>
<p>Objective Requirements</p>	<p>Any application that meets certain objective requirements (such as height, massing, setbacks, streetwalls, location and size of uses, and amount of open space and parking) will not be rejected by the City based on elements that conform to and are consistent with these objective requirements.</p>
<p>Seaport Compatibility</p>	<p>To ensure compatibility between the Port’s nearby Seaport operations and the Project, including the Ballpark, the Project will be required to incorporate or implement certain Seaport Compatibility Measures, including:</p> <ul style="list-style-type: none"> • A prohibition on residential development west of Myrtle Street; • The construction of certain off-site infrastructure improvements (see below); and

	<ul style="list-style-type: none"> • Of the approximately 55-acre site, the Port will reserve recapture and reacquisition rights to an approximately 10-acre portion for the potential expansion of the Inner Harbor Turning Basin. This reservation will include an approximately 6-acre portion nearest the southwest corner of the site (and the existing turning basin), over which the Port will retain recapture and reacquisition rights through May 2029, in addition to an approximately 4-acre landward portion over which the Port will retain recapture and reacquisition rights through May 2024. The Army Corps' Recommended Plan for the Inner Harbor Turning Basins Widening project would require only 3.9 of the 10 total acres reserved.
<p>Parks and Open Space Improvements</p>	<p>As part of the development of the Project, Developer will construct approximately 15 – 18 acres (depending upon how much, if any, of the 55-acre Project Site is utilized for expansion of the Inner Harbor Turning Basin) of parks and open space, as described in the Project's Preliminary Development Plan and Design Guidelines. Upon completion of construction, Developer will operate, maintain and repair all parks and open space improvements in good and workmanlike condition, and in accordance with all applicable laws and approvals, all at no cost to City. All parks and open space improvements will be publicly accessible (except during permitted closure periods) and maintained in full compliance with the requirements of the Bay Conservation and Development Commission, the State Lands Commission, and the Port.</p>
<p>On-Site Infrastructure</p>	<p>As part of the development of the Project, Developer will construct on-site public infrastructure, generally as required by conditions in the Vesting Tentative Parcel Map for the Project. In addition, in lieu of payment of the City's Capital Improvements Impact Fee, Developer will make (at its own cost) improvements to Oakland Fire Station No. 2 located on the Project Site to add capacity and functionality, maintain sufficient access to the apparatus bay and fireboat, and provide adequate onsite parking and yard space, all prior to issuance of an occupancy permit for the Ballpark.</p>
<p>Transportation Management and Off-Site Infrastructure</p>	<p>The Project includes implementation of sixteen (16) off-site capital infrastructure projects identified in the Final EIR. These improvements are intended to strengthen connections between West Oakland, Chinatown, Downtown and Old Oakland, and the Jack London District, while enhancing goods movements and safety for all users, and together comprise:</p> <ul style="list-style-type: none"> • Active Transportation & Transit: 1.4 miles of new transit-only lanes, a new multi-modal mobility hub, and 10 miles of new sidewalks, bike lanes and trails connecting the greater downtown, Chinatown, and West

Oakland to one another and the waterfront to encourage walking, biking and transit.

- **Rail Safety & Goods Movement:** Rail corridor and roadway improvements to help move trucks and cargo in and out of the Port efficiently, reduce traffic congestion and truck idling, and improve traffic safety for all.
- **Parking & Traffic Management:** Parking system upgrades, intersection improvements, and [event day transportation management](#) measures to manage on- and off-street parking and traffic.

While the improvements described in more detail below are required for the Project, many have long been identified as beneficial for advancing the safety, sustainability, efficiency and equity goals of the City and Port, and will be implemented regardless of development of the Project. The projects have been intentionally designed to maximize community benefit, align with existing City and Port plans, facilitate goods movement, and reduce equity disparities.

Off-Site Infrastructure Implementation

The City will build and fund ten (10) local corridor improvements with an estimated total cost of **\$325.8 million**:

- 1) 7th Street
- 2) Martin Luther King, Jr. Way
- 3) Market Street
- 4) Embarcadero West
- 5) Broadway
- 6) Brush Street (intersection improvements)
- 7) 2nd Street (transit hub)
- 8) Washington Street
- 9) 8th Street
- 10) Parking meters and management

These improvements will be funded as follows:

- **\$17.7 million** of City infrastructure funds
- **\$14 million** in debt secured by City parking revenues
- At least **\$132.1 million** of City-secured Federal, State and Regional grant funds
- Up to **\$162 million** of Port-secured Federal, State and Regional grant funds
- The City will retain the ability to issue limited obligation bonds against project-generated tax increment to pay for cost overruns, if needed

	<p>The Port will build and fund three (3) trade corridor improvements with an estimated total cost of \$37.4 million:</p> <ol style="list-style-type: none"> 1) Adeline Street 2) Emergency vehicle access (overweight corridor through Port property) 3) 3rd Street (overweight corridor) <p>These improvements will be funded as follows:</p> <ul style="list-style-type: none"> • \$37.4 million of Port and Port-secured Federal, State and/or Regional grant funds <p>The Developer, acting as the City’s agent, will build two grade-separated rail overcrossings with an estimated total cost of \$202.9 million:</p> <ol style="list-style-type: none"> 1) Vehicular overcrossing 2) Pedestrian-bicycle bridge <p>The grade separations will be funded as follows:</p> <ul style="list-style-type: none"> • \$18 million of Developer funding for soft costs (design and permitting) • At least \$110.6 million of Port and Port-secured Federal, State and/or Regional grant funds • Up to \$74.4 million of Developer funding for hard costs • If costs for the vehicular overcrossing exceed \$146 million (inclusive of a 35% contingency), then City, Developer, and Port will split any cost overruns equally • The City will retain the ability to issue limited obligation bonds against project-generated tax increment to pay for the City’s share of cost overruns, if needed <p>Finally, the Developer will implement transportation demand management measures as required by the Final EIR.</p>
<p>Enhanced Infrastructure Financing District (EIFD)</p>	<p>The Parties have established a comprehensive financing plan for the Project, which includes, among other things, establishment of an Enhanced Infrastructure Financing District (EIFD).</p> <p>Pursuant to an Infrastructure Financing Plan, the EIFD will use City and County property tax increment generated on the Project Site over 45 years on a pay-as-you-go (or “pay-go”) basis and to issue bonds or other debt to finance approximately \$510 million (in 2023 dollars) in costs of public capital facilities (including on-site public infrastructure, parks and open space, and Developer’s contributions to the cost of off-site public infrastructure); Developer’s contributions to the cost of constructing affordable housing in excess of municipal code requirements; and other projects authorized by the EIFD statute. The</p>

	<p>Developer is responsible for paying these costs, and the EIFD will reimburse these costs only to the extent tax increment is available.</p> <p>The Developer estimates that the private elements of the Project will cost approximately \$5.7 billion, which will be paid by Developer without assistance from the EIFD.</p>
Community Facilities District (CFD)	The maintenance of on-site public infrastructure and the grade-separated overcrossings will be performed by the City and funded by the future property owners through formation of Community Facilities District (CFD) over the Project Site and the levy of a Services Special Tax.
Limitations on Other New Taxes	The City will not initiate proceedings for any new or increased special tax or assessment for a land-secured financing district (excluding any business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new or increased special tax or assessment applies to all similarly-situated property on a City-wide basis, or Developer gives its prior written consent to or requests such proceedings; and no such new or increased special tax or assessment shall be targeted or directed solely at the Project, or any part of the Project Site, unless Developer gives its prior written consent to such targeted special tax or assessment.
City Costs	<p>Developer will pay to the City when due all standard administrative fees applicable to the processing or review of planning and building applications, subject to any deferrals permitted under applicable law.</p> <p>In addition, Developer will reimburse City for its actual and reasonable costs, including attorneys' and consultants' fees and costs, incurred in connection with the Project, including: (a) monitoring, administration, defense and enforcement of the development agreement and other approvals, (b) processing of approvals, to the extent such costs are not already recovered through administrative fees, and (c) expenses related to any initiative measure or referendum.</p>
Transfers and Assignment	Except to (i) an affiliate of Developer that will be the Ballpark lessee and assume the obligations of such lessee to develop, operate, and maintain the Ballpark, or (ii) an entity acquiring the Oakland A's, with approval from Major League Baseball, that assumes the Ballpark lessee's obligations to develop, operate and maintain the Ballpark, Developer will not transfer its interest, rights, or obligations under the development agreement with respect to the Ballpark without the City's consent, which consent may be granted or denied in the City's sole and absolute discretion.

	<p>After construction of the Ballpark, Developer will have the right to transfer its interest, rights, and obligations under the development agreement, in whole or in part, without the City’s consent, to the same extent that it validly transfers, under the Port transaction documents, all or any portion of its real property interest in the Project Site.</p>
<p>Contracting Requirements</p>	<p>Developer will engage one or more qualified contractors duly licensed in California to complete the public infrastructure and parks and open space improvements and will procure contracts and undertake such work in accordance with all applicable public contracting and labor laws, including “prevailing wage” laws; the Maritime and Aviation Project Labor Agreement (MAPLA); and the Port’s workforce policies and goals, including:</p> <ul style="list-style-type: none"> • Preferences/goals for hiring local residents, particularly those in neighborhoods nearest to the Port; • “Ban the Box” prohibitions; • Special consideration for disadvantaged residents, including the chronically unemployed, single parents, formerly incarcerated and military veterans; • Living wages and benefits for workers; and • Small, local and diverse business contracting goals for construction, professional services, and concessions.
<p>On-Site Affordable Housing</p>	<p>At least 15% of the total residential units developed on the Project Site will be made available at affordable rents or sales prices to eligible households with extremely low-, very low-, low-, or moderate-income, of which at least one-third (or 5% of the total residential units) will be units affordable to extremely low- or very low-income households.</p> <p>This commitment exceeds the requirements of Municipal Code Sections 15.72.100 and 15.68.080, and therefore, Developer will not be required to pay the Affordable Housing Impact Fee or Jobs/Housing Impact Fee.</p>
<p>Off-Site Affordable Housing</p>	<p>For each dollar of property tax increment generated within the EIFD on the Project Site, \$0.20 (up to an aggregate of \$50 million, in nominal dollars) will be set aside and made available exclusively to the City to fund off-site displacement prevention strategies, including the construction, acquisition, preservation, and renovation of affordable housing, in the neighborhoods most likely to be impacted by development of the Project (West Oakland, Chinatown, Old Oakland, and the Jack London District).</p>

<p>Community Fund</p>	<p>The Community Fund will be the primary vehicle through which strategies set forth in the June 2021 Community Benefits Recommendations Summary will be realized. The Community Fund will be established by ordinance of the City Council in accordance with the governance model developed with Project stakeholders.</p> <p>Sources of funding for the Community Fund will include contractor contributions for workforce development as required by the MAPLA, and Developer contributions as follows:</p> <ul style="list-style-type: none"> • The City’s Transportation Impact Fee (TIF) will be waived for this Project; provided, however, in lieu of payment of the TIF, Developer will be required to make contributions to the Community Fund in amounts equal to and at the times that Developer would have otherwise been required to pay the TIF. • For so long as a residential Building exists on the Project Site, a transfer fee equal to three quarters of one percent (0.75%) of the purchase price of the second and any subsequent sale of each market-rate residential condominium within the Project will be levied against the seller, collected through the escrow created for the transfer of the condominium, and deposited upon the close of escrow into the Community Fund.
<p>Public Art</p>	<p>The Developer will provide public art, either through implementation of a site-specific Arts Plan, or full compliance with the City’s public art ordinance. The total value of the art to be provided pursuant to any Arts Plan will equal or exceed the contribution that would otherwise be required of the Project under the City’s public art ordinance (OMC Chapter 15.78). If an Arts Plan is developed, approved, and implemented, all development within the Project Site shall be deemed to have complied with the City’s public art ordinance. If Developer’s efforts fail to result in an approved Arts Plan, the Developer will instead comply with the public art ordinance.</p>
<p>Non-Relocation</p>	<p>For a period of 30 years after opening day at the new Ballpark, the Oakland A’s will play at least 90% of their home games at the Ballpark. Throughout this 30-year term, the Oakland A’s will maintain its Major League Baseball (MLB) franchise in good standing and in accordance with MLB rules and will continue to use “Oakland” as the geographic identifier in its official name, consistent with its current practices. During the first 25 years of the 30-year term, the Oakland A’s will not pursue relocation to any jurisdiction outside the City of Oakland. In the event that the Oakland A’s breach these covenants, the City will first seek equitable relief. If equitable relief is unavailable and the Oakland A’s (including any successors and assigns) relocate in violation of the Non-Relocation Agreement, the City will be entitled to liquidated damages beginning at \$300</p>

	million, reducing by \$10 million per annum during the term of the Non-Relocation Agreement to a floor of \$100 million.
Event Day Costs	Developer will be required to reimburse the City for its actual costs of providing increased services in connection with ballgames and other events held at the Ballpark (beyond the normal level of services that the City would have provided absent the event), including police, fire, EMS and other emergency services; traffic and parking control and enforcement services; boating and recreational water safety patrols; noise monitoring; and litter removal and street cleaning.

Exhibit A Site Map

