Meeting Date: 2/28/12

AGENDA REPORT

Agenda Item # 6B.1/4B.1 SA

Santa Clara All-America City 2001

City of Santa Clara, California

DATE: February 28, 2012

TO: City Council for Information

FROM: Executive Assistant to the Mayor and City Council

SUBJECT: Correspondence Received Regarding the Proposed 49ers Stadium

Attached are emails received in the Mayor and Council Offices from Saturday, February 25 - Tuesday, February 28, 2012 regarding the proposed 49ers Stadium, Agenda item #6-B.

Regards,

Kimberly Green

Kimberly Green
Executive Assistant
Mayor & City Council

Attachments: Communications

cc: City Manager
City Clerk

POST MEETING MATERIAL

Kimberly Green

From: bschristensen@hotmail.com
Sent: Sunday, February 26, 2012 12:44 PM
To: Mayor and Council
Subject: Stadium Lease (2/28 council/SA item)

The following has sent a message:
Name: Brian Christensen
Email: bschristensen@hotmail.com
Comments: Mayor and City Council, Thank you for reading my comments and for your continued encouragement of citizens to be heard as part of this stadium process. While I'm not qualified to comment on if the city staff's recomendation on the lease is reasonable, I am struck by how much the city stands to benefit from other non NFL events and a 2nd NFL team. It's apparent that the city needs to insist that this stadium be friendly an appealing to many different types of events, not just 49er games. It concerned me at a council meeting earlier this month when it was mentioned that the 49ers are going to have design/change order authority on the project. The 49ers will use this stadium 10 days per year. The city will be relying on it the remainder of the year to bring in revenue to pay off the loan, and to the general fund. Seems like the city should have design authority. For example I don't think it would do much good if the city were to make $40M off of a 2nd team, but have to spend $10M to take out the red and gold colored seats and replace them with something neutral. It's important to retain a good relationship with the 49ers, but they are asking the SA to take on quite a bit of debt the SA needs to make sure that the stadium will give it every opportunity to generate the needed revenue. Thank you, Brian

Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]
Sent: Saturday, February 25, 2012 4:14 PM
To: Mayor and Council
Cc: Jennifer Sparacino; scweekly@ix.netcom.com; stadiumfacts@yahoo.com
Subject: Issues, and they are issues

Mayor Matthews and Members of the City Council-

A printed copy of this email will be handed to you along with attachments not incoluded in this email on Tuesday night.

I am sending this outline in the interests of time.

I am going to attach a legal services agreement (excerpt) issued through the DDA of the Hunters Point stadium project which calls for the compensation of over one million dollars to the law firm of Shute, Milhaly, and Weinberger for work done on the SF stadium project.

I am going to attach a solicitation issued by Santa Clara Plays Fair on Larry Flynt.Com which requests money from the Publisher of Hustler Magazine to Santa Clara Plays Fair and accuses our council of dishonesty.

Finally, I am going to attach a series of emails which outline the DDA done back in June and July which Plays Fair had access to, and refused to acknowledge.

Recently, the Santa Clara County Democratic Club, a group of senior citizens was accused of being shills for the 49ers. This group meets in Santa Clara, and is chaired by Ms. Parle.

As you know, the brief submitted by the Lennar sponsored attorney of Plays Fair, does not include the misinformation that the dda was a development agreement. It does imply that Debbie Bress, a frequent litigant, candidate for Mayor, has no idea of the electoral process.

Recently, I sent a complaint to the FPPC. I believe it is wrong for a general purpose committee to set up a legal defense fund with the express purpose of hiding the names of contributors. A former member of the board of the State Bar does tell me it is also highly unethical for a law firm to work with an FPPC registered committee to hide the names of contributors. She reminded me of Richard Nixon and the Watergate Burglar payments.

It is also come to my attention that Michele Ryan has made a podcast for the Heartland Insititute, If you recall she said her opposition to the stadium was due to climate change issues. Now the Heartland Instiute, funded by EXXON, a climate change denier.

The conclusion has been that this organization, Santa Clara Plays Fair, funded by elected officials such as Rebecca Kaplan, and San Francisco Chamber of Commerce members like Robert Herr and Janet Osborne, is a organization as much into political deceit and misinformation as Tammany Hall.

Thank you,

James Rowen

2/27/2012

Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]
Sent: Saturday, February 25, 2012 12:58 AM
To: Mayor and Council
Cc: Jennifer Sparacino
Subject: Support lease agreement

Mr. Mayor

The people of Santa Clara want you and the council to approve this deal. We think it is time to bring the stadium project home to this successful conclusion. It has been a long time and after all the debate, alll the celebrations, and all the opposition, we need to begin to realize this stadium project.

We know a lot about term sheets and DDAs as well as mitigation plans. But we need to begin to build rather than study.

A fissure of political partisanship can only be sealed by the completion of the project.

You and the council need to be leaders and support the will of the people.

Please approve the lease agreement.

James Rowen

Issues, and they are issues Saturday, February 25, 2012 4:13 PM

From: "JC Rowen" <jcrowensanjosestate@yahoo.com>
To: "Mayor&Council" <mayor&council@santaclaraca.gov>
Cc: jsparacino@ci.santa-clara.ca.us, scweekly@ix.netcom.com, stadiumfacts@yahoo.com

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Thank you,

James Rowen

SANTA CLARA CITY - MARRIOTT'S BUSINESS PARK

What has Santa Clara bought?

2/8/1984

The city of Santa Clara has decided to purchase Great America for $100 million. Actually, it was the mayor and three of the City Council members who determined that the purchase was necessary, not the residents of the city. The residents were not given the opportunity to vote on the matter.

The city's citizens advisory committee discussed the purchase of Great America. The group overwhelmingly voted against the city's acquisition of the property and presented its recommendation to the mayor and the city council. The recommendation was violently rejected by the mayor. As of now, it appears that approximately 80 percent of the city's residents are against the acquisition of the property.

The greatest fear of the people is that the highly experienced Marriott negotiators have again taken advantage of the less experienced city representatives. As it is, it appears that Marriott's will make a huge profit at the expense of the people of Santa Clara.

The question that bothers me most is: When we elect city representatives to manage our everyday city activities, does this give them the authority to unilaterally enter into high-risk activities that commit the city's assets and real estate without concurrence of the people of that city?

Or, are they entering into agreements that, being out of the normal span of their responsibilities, make them liable for legal action by the citizens against them, as individuals?

Maybe the June advisory vote should also be a vote to recall a mayor and three council members to be replaced by individuals who will represent the residents of the city by withdrawing from the Marriott purchase.

— Mel E. Denney
Santa Clara

The state of California's rerouting and widening of El Camino Real in Santa Clara has been ranked a high priority and is estimated to begin perhaps as early as 1985 or '86.

Despite this, the city of Santa Clara has awarded contracts to private firms who are currently blasting out the old curb and gutter and replacing these (on all four corners) with handicap curbs at every intersection along the existing El Camino Real between Lincoln and the University of Santa Clara.

We assume that in one to two years these special curbs will have to be removed to widen El Camino. True, this cost is to be borne only partially by the city, but the total cost (between the state and the city) will be paid by the taxpayers.

This waste of public funds should be referred to a watchdog committee for an award similar to Senator William Proxmire's "Golden Fleece Awards." The cost for this unnecessary public works expenditure must come close (if not exceed) the $135,000 in salary overpayment which the city is threatening to sue its employees for.

When combined with the $100 million dollar purchase price for city purchase of Marriott's, there obviously appears to be a need for the city of Santa Clara to rethink its priorities or find new leadership.

— Larry Farber
Santa Clara

FEB 8 1984

SJ Mercury

This entry was posted on Wednesday, December 28th, 2011 at 4:23 am and is filed under Larry's Statements. You can follow any responses to this entry through the RSS 2.0 feed. You can leave a response, or trackback from your own site.

8 Responses to "A WARNING FROM THOMAS JEFFERSON"

1. *Donald Bush* Says:
January 4th, 2012 at 2:29 am

I love you and all you stand for Larry Flint. Thank you for everything you've done!

Don

2. *Richard Einstein* Says:
January 12th, 2012 at 5:08 am

I agreed with Larry Flint 30 years ago before we had public internet to find honest reporting of the news. In fact, Larry's editorials were the major reason I bought Hustler every month but my wife didn't believe it.

Larry is a true patriot who has been at the head of the charge against the corrupt tyranny we face today. Now we are at the point of no return if we do not stop the criminals who have hijacked the government, namely the Rothschild Banking Mafia who own the Federal Reserve, Israel and congress/president.

3. *zach dygard* Says:
January 22nd, 2012 at 8:00 pm

Thank you from St Louis. Its tough out here. Most jobs don't pay enough to live on and school costs too much. Im 25 and want to finish school to be a computer technician to pay the bills and to do journalism as my passion I want to show the stories of people that will make you appreciate your own life and realize how much people struggle. The stress is terrible. I challenge you Larry as an activist to see how hard it is to live on a system where jobs aren't guaranteed nor is full-time or even a living wage its like were being forced out is it population control? Why does my government let me struggle while it itself collects the gold?
Taxation without representation is the order of the day can't you smell the apathy

4. *tamgee* Says:
January 24th, 2012 at 11:54 pm

Well, the theocrats are gaining ground. Ever since the mid seventies when that abomination, Fallwell, came on the scenes, the religiously bigoted idiots of this country have seized power with the greed of an infant on a milk teet. Don't let them fool you. They want to run things in this country, make us a Christian Afghanistan.

5. *Santa Clara Plays Fair* Says:
February 17th, 2012 at 4:53 pm

I admire what Larry Flynt stands for and I'd like to see if he would be willing to help our grassroots group in Santa Clara fight the tyranny of the super-rich, big business and politicians that have been bought and paid for by the same big business.

On Jan 18, 2012, Santa Clara Plays Fair (SCPF) presented over 11,000 signatures on two petitions asking that two issues be brought to the voters in Santa Clara. The two issues on which a vote is being demanded are: (1) the $850 MILLION worth of loans that is not being loaded on our city (under the guise of a "Stadium Authority") and (2) a new contract that totally gives the SF 49ers the upperhand on a stadium that WE are paying for.

Our City Attorney and City Council (5-2 vote) is now denying our right to vote and is EVEN SUING the Citizens and Voters in the City of Santa Clara (CA) to forever take away our right to question our elected representatives.

PLEASE Larry & Readers (and others too) – Santa Clara Plays Fair needs your help to fight this SLAPP lawsuit. We are a grassroots group of simple citizens and do not have the deep pockets of the SF 49ers! The deal is rotten! The politics is rotten! And, they are using taxpayers' money to sue the taxpayers!! We desparately need donations to our legal defense fund. We are fighting for our right to vote and our right to question elected officials that are now more concerned and focused on the 49ers than they are on our City!!

Please visit our website (www.santaclaraplaysfair.org) to donate … and Larry; please contact me at the provided email address. We need help to fight for our rights and not be killed off by big business and fiscal irresponsibility.

Thank you … and I hope that many people are able to help. I'd be happy to answer questions – our website has tons of information about our blight too.

6. *Arizona auto glass replacement* Says:
February 23rd, 2012 at 9:29 pm

moving to or settling permanently in the…

country. recent reports suggest that real estate demand in south africa is expected to increase significantly in 2011.a unique and diverse cultural experience and life style choicesouth africa is divided into nine provinces. each province has its own b…

Carol McCarthy

From: Pam Morrison
Sent: Friday, June 03, 2011 9:16 AM
To: Carol McCarthy
Subject: timetable

Timetable after DDA is approved:

- Utility relocation and make-ready work (site preparation) begins in Spring 2012
- Stadium Authority consideration of final Finance Plan for Stadium development in Summer 2012
- Execution of ground lease, stadium lease, and closing of financing in Fall 2012
- Construction mobilization and preliminary site work begins in Fall 2012
- Construction of Stadium begins in early 2013
- Stadium opens in 2015

Pam Morrison
Administrative Analyst to the City Manager
(408) 615-2219
City of Santa Clara
Resourceful - Efficient - Progressive

Carol McCarthy

From: Carol McCarthy
Sent: Wednesday, June 01, 2011 4:04 PM
To: 'William F. Bailey'
Cc: Manager
Subject: RE: Could you confirm 49ers' stadium DDA public session for next Tuesday, June 7th?

Bill
Good afternoon! The City Manager asked that I respond to your email.

We expect to have 49ers related item(s) on the Tuesday, June 7, 2011 Agenda, but not the DDA. The meeting will be at 7pm in Council Chambers.

I will send you an email on Friday afternoon when the Agenda and materials are completed and posted online, as is my usual practice.
Please let me know if you have questions, Bill.

Regards,
Carol

Carol L. McCarthy | Acting Assistant City Manager
City of Santa Clara, California | All-America City
1500 Warburton Ave. | Santa Clara, CA 95050
(O) 408.615.2213 | (C) 408.203.6201
cmccarthy@santaclaraca.gov | www.santaclaraca.gov

From: William F. Bailey [mailto:williamfbailey@yahoo.com]
Sent: Tuesday, May 31, 2011 9:33 PM
To: Jennifer Sparacino
Cc: Carol McCarthy
Subject: Could you confirm 49ers' stadium DDA public session for next Tuesday, June 7th?

Hello, Jennifer,

We understand that a public session concerning the Disposition and Development Agreement for the 49ers' stadium will be held next Tuesday evening, June 7th, in Chambers.

Could you confirm date/time, and let us know if the Agenda will be available on Friday evening?

Thanks very much and regards,

William F. "Bill" Bailey
Treasurer, Santa Clara Plays Fair

1(877)703-4300

Please visit our blogs at:
http://www.santaclaraplaysfair.blogspot.com/
http://stadiumfacts.blogspot.com/

-=0=-

Carol McCarthy

From: Carol McCarthy

Sent: Friday, June 03, 2011 12:39 PM

To: 'Jamie Matthews'; 'Jamie Matthews'; 'Patkolstad@aol.com'; Will Kennedy; 'MrKevMoore@aol.com'; 'Patricia Mahan'; 'lgillmor@ggarealestate.com'; 'Jamie McLeod'

Cc: Jennifer Sparacino

Subject: Status report on June 7, 2011 Agenda - Summary Points

Attachments: Stadium Talking Points June 3, 2011.doc

Mayor and City Council Members:

The City Manager has asked that I forward to you the attached summary points regarding the status report that will be on the June 7, 2011 Agenda. We hope that they are helpful.

Carol

Carol L. McCarthy | Acting Assistant City Manager
City of Santa Clara, California | All-America City
1500 Warburton Ave. | Santa Clara, CA 95050
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Stadium Project Status Report (June 3, 2011)

Overview/purpose of status report on June 7, 2011 Agenda

- Update Council and public on status of negotiations and tasks accomplished (see Attachment 1)
- City moving forward subject to binding requirements in Measure J
- Many actions taken to date, with more scheduled for Summer/early Fall 2011
    - Major milestones in coming months:
        - Documents in development - DDA, Finance Plan, lease documents
        - Anticipated activities - Utility relocation, site preparation, start of construction
- Stadium opening in 2015 – on track

DDA and Financing Structure

- Draft DDA in progress, based on Measure J/Term Sheet
- Finance Plan key element to moving stadium forward
- More details fleshed out since Term Sheet; Finance Plan will continue to evolve
- Finance Plan must meet all Measure J requirements, including protections to City/RDA
- Not final yet; current construction funding framework includes:
    - Total construction estimate currently $950 million
    - Redevelopment Agency investment capped at $40 million; a portion will be 49ers loan/advance
    - Community Facilities District (hotel tax) contribution is $35 million, with 49ers loaning/advancing funds
    - 49ers funding pays directly for tenant improvements in exclusive use areas, 15% - 25% of total
    - Stadium Authority raises construction funding by selling naming rights and Stadium Builders Licenses
    - Additional construction funding from 49ers as subordinated loan/advance
        - Amortized over 25 years
        - Paid through substantially increased 49ers facility rent
        - Construction will not proceed unless Stadium Authority determines annual revenues sufficient to pay all expenses, including loan/advance
    - 49ers pay all construction cost overruns
- Stadium lease to contain provisions on how stadium will be operated
    - 49ers will now lease the stadium for entire 6-month NFL season (originally lease just 10 days)
        - 49ers will now pay all operating costs directly during this 6-month period
    - Stadium Authority will pay operating costs during non-NFL season

- 49ers affiliate will manage stadium year-round
    - 49ers have expertise
    - Provides consistency, efficiency, and cost control
    - Terms and conditions of management agreement under negotiation

- Stadium operating revenues from several sources
  - Stadium Builders License sales
  - Sale of naming rights
  - Non-NFL event income
  - Facility rent from 49ers
    - Expected to be significantly higher than $5 million originally projected
    - Lease will provide for periodic rent adjustment
    - Will be set so that total revenues are sufficient to pay all expenses, including subordinated loan/advance
  - Other options under discussion:
    - Fair market rent adjustment
    - Opportunity to have 49ers lease stadium for the full 12 months/year
  - City still receives, per Measure J/Term Sheet:
    - Ground rent
    - 50% of non-NFL net income
    - Revenue from Senior/Youth Program ticket fee.

Next Steps

- DDA approval Fall 2011
- Utility relocation and make-ready work (site preparation) begins in Spring 2012
- Stadium Authority consideration of final Finance Plan for Stadium development in Summer 2012
- Execution of ground lease, stadium lease, and closing of financing in Fall 2012
- Construction mobilization and preliminary site work begins in Fall 2012
- Construction of Stadium begins in early 2013
- Stadium opens in 2015

Prepared by Santa Clara City Manager's Office

Attachment 1

Project Progress:

- Land use approvals granted
- Santa Clara Stadium Authority formed
- Redevelopment Agency, Stadium Authority, and 49ers entered into predevelopment funding agreement
    - Engineering/design work on utility relocation/site prep begun
- Additional agreements between Stadium Authority and 49ers being negotiated:
    - Overall coordination and funding of predevelopment activities
    - Selection of Stadium concessionaire
- Marketing efforts:
    - Completion of sales center at Techmart; Legends Premium Sales LLC now under contract for suite sales
    - Stadium Authority negotiating a contract with Legends to also market Stadium Builders Licenses
    - 49ers and Creative Artists Agency marketing Naming Rights on behalf of Stadium Authority
- Stadium Design and Construction:
    - Schematic design completed/approved in November 2010
    - Design development begins July 2011
    - Procurement process under development to comply with SB 43 and City Charter (public bidding of all work undertaken with up to $40 million in Redevelopment Agency/public funds)

Carol McCarthy

From: Cote, John [JCote@sfchronicle.com]
Sent: Saturday, June 11, 2011 8:23 PM
To: Carol McCarthy
Subject: RE: 49ers item on June 7, 2011 Council Agenda

Got it. Thanks!

-----Original Message-----
From: Carol McCarthy [mailto:CMcCarthy@santaclaraca.gov]
Sent: Saturday, June 11, 2011 6:54 PM
To: Cote, John
Subject: Re: 49ers item on June 7, 2011 Council Agenda

Hi John. Those two costs are not included.

Sent from my iPhone

On Jun 11, 2011, at 3:46 PM, "Cote, John"
<JCote@sfchronicle.com<mailto:JCote@sfchronicle.com>> wrote:

Hey Carol,

Been awhile! Hope you're well. So a question I have on this report. It cites a current cost estimate of $950 million for "total costs of the development of the Stadium." (P. 4)

Does that figure included the parking garage and moving the substation? The Merc reported the total cost has gone up to $987 million. That $37 million difference could be the $20 million to move the electricity substation and $17 million already raised for the parking garage.

Can you confirm asap whether the $950 million figure includes the parking garage and substation?

Thanks much!

John Coté
Staff Writer
San Francisco Chronicle
phone: 415-777-8984
fax: 415-626-8196
email: <mailto:jcote@sfchronicle.com> jcote@sfchronicle.com<mailto:jcote@sfchronicle.com>

-----Original Message-----
From: Carol McCarthy [mailto:CMcCarthy@santaclaraca.gov]
Sent: Friday, June 03, 2011 3:32 PM
To: Carol McCarthy
Subject: 49ers item on June 7, 2011 Council Agenda

On June 7, 2011, shortly after 7pm, staff will provide a Study Session update to the Council and the public on the status of negotiations and the various tasks accomplished related to the Stadium project. Since the adoption of Measure J in June 2010, many actions have been taken, including continuing work on a draft of the Disposition and Development Agreement (DDA) between the Stadium Authority and 49ers Stadium Company (Stadco), based on the framework contained in the Term Sheet. Due to changes in financing markets in the past few years, the financing structure contained in the 2007 Stadium financial projections and the 2009 Term Sheet has evolved to enable the Stadium project to successfully move forward. Although finalization of the Stadium Finance Plan is still many months away and additional revisions are expected, this status report provides Council and the public with the most current information available about the anticipated framework for Stadium

construction funding. The Agenda Report Study Session material can be found online at <http://santaclaraca.gov/index.aspx?page=1504>http://santaclaraca.gov/index.aspx?page=1504 See June 7, 2011, item 6B. Please let me know if you have questions. Carol

Carol L. McCarthy | Acting Assistant City Manager
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cmccarthy@santaclaraca.gov<mailto:cmccarthy@santaclaraca.gov> |
www.santaclaraca.gov<http://www.santaclaraca.gov/>

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The Agenda Report Study Session material can be found online at

http://santaclaraca.gov/index.aspx?page=1504

See June 7, 2011, item 6B. Please let me know if you have questions.

Carol

Carol L. McCarthy | Acting Assistant City Manager
City of Santa Clara, California | All-America City
1500 Warburton Ave. | Santa Clara, CA 95050
(O) 408.615.2213 | (C) 408.203.6201
cmccarthy@santaclaraca.gov | www.santaclaraca.gov

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1500 Warburton Ave. | Santa Clara, CA 95050
(O) 408.615.2213 | (C) 408.203.6201
cmccarthy@santaclaraca.gov | www.santaclaraca.gov

Carol McCarthy

From: Pam Morrison
Sent: Friday, June 03, 2011 3:00 PM
To: Carol McCarthy
Subject: blurb for email

How does this sound?

On June 7, 2011, staff will provide an update to the Council and the public on the status of negotiations and the various tasks accomplished related to the Stadium project. Since the adoption of Measure J in June 2010, several actions have been taken, including work on a draft of the Disposition and Development Agreement (DDA) between the Stadium Authority and 49ers Stadium Company (Stadco), based on the conceptual framework contained in the Term Sheet.

Due to changes in financing markets in the past few years, the financing structure contained in the 2007 Stadium financial projections and the 2009 Term Sheet has evolved to enable the stadium project to successfully move forward. Although finalization of the Stadium finance plan is still many months away and additional revisions are expected, this status report provides Council and the public with information about the currently anticipated framework for Stadium construction funding.

Pam Morrison
Administrative Analyst to the City Manager
(408) 615-2219
City of Santa Clara
Resourceful - Efficient - Progressive

Carol McCarthy

From: Ron Garratt
Sent: Thursday, June 30, 2011 5:10 PM
To: Carol McCarthy
Subject: RE: July 5, 2011 Meeting Agenda has 49ers stadium items for consideration

Nice job. Have a great weekend.

From: Carol McCarthy
Sent: Thursday, June 30, 2011 5:00 PM
To: Carol McCarthy
Subject: July 5, 2011 Meeting Agenda has 49ers stadium items for consideration

The July 5, 2011 Stadium Authority Agenda has a number of items regarding the proposed 49ers stadium. The Agenda and reports can be found on the City's website at
http://santaclaraca.gov/index.aspx?page=1504
under City Council Meetings Online, Upcoming Meetings.

As a brief overview, the items to be considered include:

1. Agreement for Stadium Design. This agreement authorizes 49ers Stadium Company LLC (Stadco) to move forward with the next phase of design work on the Stadium Project, with the understanding that Stadco will be reimbursed from construction funding sources for costs associated with that work.

2. Subcontractor Selection and Procurement Plan. SB 43 allows the Stadium Authority to award a design-build contract for the construction of the stadium as long as certain conditions are met. One requirement is that subcontracts that will be paid using Redevelopment Agency (RDA) or Community Facilities District (CFD) funds must be awarded to the lowest responsible bidder in accordance with procedures used by the City under the City Charter. The Procurement Plan specifies the process that the design builder must use for these subcontracts.

3. Marketing and Loan Agreement. This agreement allows Stadco to coordinate the marketing and sales of Stadium Builders Licenses (SBLs) and suites, with Stadco paying all costs until such time as there are funds available for this purpose from construction funding sources.

4. Agreement with Legends for the sale of SBLs. As has been previously announced, Stadco has entered into an agreement with Legends to sell suites in the Stadium. The Stadium Authority is also proposing to enter into an agreement with Legends, for the sale of SBLs. This, combined with the marketing and loan agreement, will allow for a consolidated marketing outreach and sales effort for this important source of construction funding.

5. Concessionaire pre-opening agreement. Through a detailed RFQ-RFP process, the Stadium Authority and Stadco have identified a concessionaire for the Stadium. The pre-opening agreement requires that the concessionaire participate in the Stadium design process and provide input into the design of food, beverage, and merchandise areas.

6. Contract for fiscal services with Keyser Marston Associates. The Stadium Authority plans to continue to use the services of Keyser Marston to assist with Disposition and Development Agreement (DDA) negotiations and structuring of the overall stadium financing plan. The funds for this contract were budgeted in the Stadium Authority Budget adopted on June 14, 2011.

For your information. The reports and summaries are available online at the above mentioned URL location.

Carol McCarthy

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Carol McCarthy

From: William F. Bailey [williamfbailey@yahoo.com]
Sent: Wednesday, June 01, 2011 10:33 PM
To: Carol McCarthy
Subject: Re: Could you confirm 49ers' stadium DDA public session for next Tuesday, June 7th?

Thanks, Carol. Looks like we can continue to use that rough timeline from April 19th after all.

Bests,

William F. "Bill" Bailey
Treasurer, Santa Clara Plays Fair
1(877)703-4300

Please visit our blogs at:
http://www.santaclaraplaysfair.blogspot.com/
http://stadiumfacts.blogspot.com/

-=0=-

From: Carol McCarthy <CMcCarthy@santaclaraca.gov>
To: William F. Bailey <williamfbailey@yahoo.com>
Cc: Manager <Manager@santaclaraca.gov>
Sent: Wed, June 1, 2011 4:04:20 PM
Subject: RE: Could you confirm 49ers' stadium DDA public session for next Tuesday, June 7th?

Bill
Good afternoon! The City Manager asked that I respond to your email.

We expect to have 49ers related item(s) on the Tuesday, June 7, 2011 Agenda, but not the DDA. The meeting will be at 7pm in Council Chambers.

I will send you an email on Friday afternoon when the Agenda and materials are completed and posted online, as is my usual practice.
Please let me know if you have questions, Bill.

Regards,
Carol

Carol L. McCarthy | Acting Assistant City Manager
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From: William F. Bailey [mailto:williamfbailey@yahoo.com]
Sent: Tuesday, May 31, 2011 9:33 PM
To: Jennifer Sparacino
Cc: Carol McCarthy
Subject: Could you confirm 49ers' stadium DDA public session for next Tuesday, June 7th?

Hello, Jennifer,

We understand that a public session concerning the Disposition and Development Agreement for the 49ers' stadium will be held next Tuesday evening, June 7th, in Chambers.

Could you confirm date/time, and let us know if the Agenda will be available on Friday evening?

Thanks very much and regards,

William F. "Bill" Bailey
Treasurer, Santa Clara Plays Fair
1(877)703-4300

Please visit our blogs at:
http://www.santaclaraplaysfair.blogspot.com/
http://stadiumfacts.blogspot.com/

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Carol McCarthy

From: Marla Tellez [marlatellez@hotmail.com]
Sent: Tuesday, July 05, 2011 8:20 AM
To: Carol McCarthy
Subject: RE: NBC Bay Area

Thank you so much, Carol, for the information.
It's a great help.

Sincerely,
Marla

From: CMcCarthy@santaclaraca.gov
To: marlatellez@hotmail.com
Date: Tue, 5 Jul 2011 07:44:15 -0700
Subject: RE: NBC Bay Area

Good morning Marla.

From the beginning, we have estimated this stadium at approx. $1 billion, and we are still using that rough estimate. The current more specific figure is $950 million.

Tonight's series of actions that are recommended for Stadium Authority consideration are all important steps toward moving the project forward.

Among the items being proposed for consideration this evening:
An agreement for stadium design, which authorizes the 49ers to move forward with the next phase of design work on the stadium project.
Putting in place a plan for use of Redevelopment Agency (up to $40 million) and Community Facilities District ($35 million contribution from hotels in the vicinity of the stadium) funds under SB 43. This would mean award of funds to the lowest responsible bidder in accordance with the City Charter.
Entering into an agreement with the 49ers to have them coordinate the marketing and sales of Stadium Buildings Licenses (SBLs), using Legends, the organization that has been successfully marketing the suites for the 49ers. Thus far, Legends has entered into contracts and taken deposits of $138 million for suites.
Entering into an agreement with the concessionaire to participate in the stadium design process, and for the concessionaire to participate in the design of food, beverage and merchandise areas of the stadium.
A contract for the Stadium Authority to continue to receive the economic and financial advice from Keyser Marston Associates to assist with Disposition and Development Agreement (DDA) negotiations and structuring of the overall stadium financing plan. The funds for this contract were budgeted in the Stadium Authority Budget adopted on June 14, 2011.
Hope this helps, Marla.
Carol

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From: Marla Tellez [mailto:marlatellez@hotmail.com]

Sent: Tuesday, July 05, 2011 4:16 AM
To: Carol McCarthy
Subject: NBC Bay Area

Good morning, Mrs. McCarthy,

I'm a reporter with NBC Bay Area, covering the meeting regarding the 49ers stadium tonight.
I have a couple questions:
1)What do you hope comes out of tonight's meeting? What sort of progress can we expect?
2)Right now, what's the estimated cost?

I can be reached at 415 515 9617.
Thank you.
Sincerely,
Marla Tellez

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Carol McCarthy

From: Ron Garratt
Sent: Tuesday, July 26, 2011 3:34 PM
To: 'Cooper, Tiffany'
Cc: Carol McCarthy
Subject: RE: Council Action on the Joe Montana Development Proposal

Tiffany: We certainly will.

Ron Garratt | Consultant | City Manager's Office
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rgarratt@santaclaraca.gov | www.santaclaraca.gov

From: Cooper, Tiffany [mailto:tiffany.cooper@starwoodhotels.com]
Sent: Thursday, July 14, 2011 8:37 PM
To: Ron Garratt
Cc: Carol McCarthy
Subject: RE: Council Action on the Joe Montana Development Proposal

Hi Ron, many thanks for the update. Please let us know if Mr. Montana's group is in need of a brand for the hotel.

Tiffany

From: Ron Garratt [mailto:RGarratt@santaclaraca.gov]
Sent: Wednesday, July 13, 2011 12:05 PM
To: Cooper, Tiffany
Cc: Carol McCarthy
Subject: Council Action on the Joe Montana Development Proposal

Dear Tiffany: Last evening the City Council considered Mr. Montana's request to enter into an Exclusive Negotiating Agreement with the City, working towards a Disposition and Development Agreement that would entitle a hospitality themed hotel and sports bar in support of the proposed 49ers stadium to be constructed across the street. While City staff recommended putting the developer selection process out to competitive bid, after considerable deliberation the Council voted in support of entering into a ENA with Mr. Montana's development group.

I want to thank you for your interest in this project and your patience in waiting through a Council decision on the developer selection process. I hope we have the opportunity to work on another project in the City of Santa Clara down the road.

Sincerely,

Ron Garratt | Consultant | City Manager's Office
City of Santa Clara, California | All-America City
1500 Warburton Ave. | Santa Clara, CA 95050
(O) 408.615.2212 | (F) 408.241.6771
rgarratt@santaclaraca.gov | www.santaclaraca.gov

Hunters Point; (2) Outside Counsel has assisted the Agency in the preparation and drafting of authorizing legislation, which involved extensive negotiations with the State Lands Commission, Department of State Parks and Recreation ("State Parks Department"), interested stakeholders, members of the State Legislature, and Legislative Counsel; (3) Outside Counsel has retained and directed consultants in the preparation of diagrams, surveys, and legal descriptions associated with the proposed concepts for the exchange and the preparation of a land appraisal that will be required for the exchange with the State; (4) Outside Counsel has assisted the Agency in better understanding the actions necessary to ensure compliance with Federal Land and Water Conservation Fund requirements including assistance with the preparation of required NEPA environmental documents and a federal appraisal; (5) Outside Counsel has assisted the Agency in better understanding the requirements associated with the relocation of the existing artist tenants on the Shipyard; (6) Outside Counsel has assisted the Agency in the preparation of the Draft Environmental Impact Report, Comments and Responses Document, and CEQA appeal responses for the proposed integrated redevelopment of the Shipyard and Candlestick Point; (7) Outside Counsel has assisted the Agency with title matters related to Hunters Point Shipyard and Candlestick Point for the purpose of vacating streets and easements; (8) Outside Counsel has provided advice and prepared documentation required for Coastal Zone Management Act consistency and a Bay Plan Amendment for the Project; and (9) Outside Counsel has provided advice regarding litigation challenging the Project.

5. Outside Counsel's continuing representation of the Agency and the City is necessary to ensure that the Agency's position on public trust, state park, land assembly, and related land use issues are adequately represented.

6. The Candlestick Point - Hunters Point Shipyard Phase 2 Disposition and Development Agreement between the Agency and CP Development Co., LP, a joint venture between Lennar-BVHP, LLC and affiliates of Scala Real Estate Partners, LP, Hillwood Development Company, LLC, and Estein Management Corporation ("Developer") requires the Developer to reimburse the Agency for the cost of Outside Counsel.

7. Both the Agency and the Sierra Club are longstanding clients of Outside Counsel. The Sierra Club has recently filed litigation against the Agency concerning the Project. Sierra Club v. City and County of San Francisco, et al, (Superior Ct., S.F. City and County, No. CGC-10-503180, petition filed Sept. 2, 2010) ("Litigation"). Outside Counsel does not represent the Sierra Club in connection with the Project or the Litigation, but only in a number of current matters that are unrelated to the Project ("Club Matters"). The Sierra Club has retained other counsel to represent it in the Litigation. This Resolution authorizes the Agency's consent to Outside Counsel's concurrent representation of the Agency and the Sierra Club so long as Outside Counsel does not represent the Sierra Club in connection with the Project or the Litigation. Outside Counsel has already received the Sierra Club's consent to concurrent representation.

8. Agency staff recommend authorizing the Executive Director to enter into a Third Amendment to the Contract ("Third Amendment") with Outside Counsel to assist the City and Agency in resolving public trust, state parks issues, and related matters for the Hunters Pont Shipyard Phase 2 - Candlestick Point in the amount of $250,000, for a total

Contract amount not to exceed $1,050,000.

9. Authorization of the Third Amendment with Outside Counsel allows for a change in the terms of the agreement and will not independently result in a physical change in the environment. This action is an Agency administrative activity that is not a project as defined by California Environmental Quality Act ("CEQA") Guidelines Section 15378(b)(5) and is not subject to environmental review under CEQA.

RESOLUTION

ACCORDINGLY, IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that the Executive Director is authorized to 1) execute a Third Amendment to the Legal Services Contract with Shute, Mihaly & Weinberger LLP to provide specialized legal services primarily related to public trust, state park and related issues for the Hunters Point Shipyard Phase 2 - Candlestick Point Project in the amount of $250,000, for a total Contract amount not to exceed $1,050,000, substantially in the form lodged with the Agency General Counsel and 2) to consent to Shute, Mihaly & Weinberger LLP's concurrent representation of the Agency with regard to the Project and the Litigation and its representation of the Sierra Club with regards to Club Matters, subject to the limitations described above.

APPROVED AS TO FORM:

_____

James B. Morales
Agency General Counsel

450-074.10-002

Agenda Item No. **4 (g)**
Meeting of December 7, 2010

MEMORANDUM

TO: Agency Commissioners

FROM: Fred Blackwell, Executive Director

SUBJECT: Authorizing a Third Amendment to the Legal Services Contract with Shute, Mihaly & Weinberger LLP to provide specialized legal services primarily related to public trust and state park issues for the Hunters Point Shipyard Phase 2 - Candlestick Point Project in the amount of $250,000, for a total contract amount not to exceed $1,050,000 and to consent to Shute, Mihaly & Weinberger LLP's concurrent representation of the Sierra Club in unrelated matters; Hunters Point Shipyard and Bayview Hunters Point Redevelopment Project Areas

EXECUTIVE SUMMARY

On May 6, 2008, the Agency Commission authorized a legal services contract with Shute, Mihaly & Weinberger LLP ("Shute Mihaly") in the amount of $250,000 to assist the Agency with analysis of public trust title and public trust exchange related to the Hunters Point Shipyard Phase 2 - Candlestick Point Project ("Project"). On October 6, 2009, the Agency Commission authorized a First Amendment to this legal services contract to increase the total contract amount to $450,000. Additionally, on April 20, 2010, the Agency Commission authorized a Second Amendment to increase the total contract amount to $800,000.

To date, Shute Mihaly has provided extensive legal assistance to the Agency. Due to a number of complexities in the negotiations related to public trust and parks issues, extensive negotiations related to the drafting and adoption of land exchange agreements required for the development of the Project, legal advice related to the relocation of the existing Shipyard artists tenants and other Shipyard tenants, and legal advice related to compliance with requirements of the Coastal Zone Management Act and Bay Plan, Agency staff seeks authorization to enter into a Third Amendment to the Legal Services Contract with Shute Mihaly ("Third Amendment") to increase the contract amount by $250,000 for a total contract amount not to exceed $1,050,000. The proposed Agency resolution analyzing the Third Amendment also provides for the Agency's consent to Shute Mihaly's concurrent representation of the Sierra Club in a number of current matters that are unrelated to the Project, and the Agency's agreement to waive any conflicts based on such concurrent representation. The Sierra Club has already executed a similar consent to concurrent representation with Shute Mihaly.

The cost of specialized outside counsel to assist the Agency with the legal issues for the Project is fully reimbursable by CP Development Co., LP , a joint venture between Lennar and Scala Real Estate Partners, Hillwood, and Estein and Associates, USA (the "Developer") as provided under the Phase 2 Disposition and Development Agreement ("Phase 2 DDA").

RESOLUTION NO. 146-2010

AUTHORIZING A THIRD AMENDMENT TO THE LEGAL SERVICES CONTRACT WITH SHUTE, MIHALY & WEINBERGER LLP TO PROVIDE SPECIALIZED LEGAL SERVICES PRIMARILY RELATED TO PUBLIC TRUST AND STATE PARK ISSUES FOR THE HUNTERS POINT SHIPYARD PHASE 2 - CANDLESTICK POINT PROJECT IN THE AMOUNT OF $250,000, FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $1,050,000 AND TO CONSENT TO SHUTE, MIHALY & WEINBERGER LLP'S CONCURRENT REPRESENTATION OF THE SIERRA CLUB IN UNRELATED MATTERS; HUNTERS POINT SHIPYARD AND BAYVIEW HUNTERS POINT REDEVELOPMENT PROJECT AREAS

BASIS FOR RESOLUTION

1. On May 6, 2008, the Agency Commission authorized, by Resolution No. 41-2008, a legal services contract ("Contract") with Shute, Mihaly & Weinberger LLP ("Outside Counsel") in the amount of $250,000 to assist the Redevelopment Agency of the City and County of San Francisco ("Agency") with analysis of public trust title, public trust exchange negotiations, and administrative and legislative support to address the complex conditions related to the proposed development at Hunters Point Shipyard and Candlestick Point ("Project").

2. On October 6, 2009, the Agency Commission authorized, by Resolution No. 106-2009, a First Amendment to the Contract ("First Amendment") with Outside Counsel to increase the total Contract amount to $450,000 in order to support the Agency and the City and County of San Francisco ("City") in the preparation, negotiations, and adoption of authorizing legislation for the reconfiguration of the Candlestick Point State Recreation Area.

3. On April 20, 2010, the Agency Commission authorized, by Resolution No. 36-2010, a Second Amendment to the Contract ("Second Amendment") with Outside Counsel to increase the total Contract amount to $800,000 in order to support the Agency and City in the ongoing negotiations with the State Parks Department and State Lands Commission related to the Project.

4. Since the May 6, 2008, effective date of the Contract, the October 6, 2009 effective date of the First Amendment, and the April 20, 2010 effective date of the Second Amendment: (1) Outside Counsel has provided the Agency with extensive legal assistance primarily related to State public trust and State parks issues, including providing legal advice and assistance in connection with public trust and title matters relating to the proposed land exchanges and in furtherance of the development of the Phase 1 and Phase 2 portion of the Hunters Point Shipyard ("Shipyard") and the Candlestick Point area of Bayview

legal advice and assistance in connection with public trust and title matters relating to the proposed land exchanges and in furtherance of the development of the Phase 1 and Phase 2 portions of the Shipyard and the Candlestick Point area of Bayview Hunters Point; (2) assisting the Agency in the preparation and drafting of authorizing legislation, which involved extensive negotiations with the State Lands Commission, State Parks Department, interested stakeholders, members of the State Legislature and Legislative Counsel; (3) retaining and directing consultants in the preparation of diagrams, surveys, and legal descriptions associated with the proposed concepts for the exchange and the preparation of a land appraisal that will be required for the exchange with the State; (4) assisting the Agency with compliance with Federal Land and Water Conservation Fund requirements including assistance with the preparation of required National Environmental Policy Act environmental documents and a federal appraisal; (5) assisting the Agency with the requirements associated with the relocation of the existing tenants on the Shipyard; (6) assisting the Agency with the preparation of the Draft Environmental Impact Report, Comments and Responses Document and CEQA appeal responses for the Project; (7) assisting the Agency with title matters related to the Project for the purpose of vacating streets and easements in furtherance of the land exchange agreements with the State; (8) providing advice and preparing documentation required for Coastal Zone Management Act consistency and a Bay Plan Amendment for the Project; and (9) providing advice regarding litigation challenging the Project.

The proposed Agency resolution analyzing the Third Amendment also provides for the Agency's consent to Shute Mihaly's concurrent representation of the Sierra Club in a number of current matters that are unrelated to the Project, and the Agency's agreement to waive any conflicts based on such concurrent representation. Both the Agency and the Sierra Club are longstanding clients of Shute Mihaly, and the Sierra Club has recently filed litigation against the Agency concerning the Project ("Litigation"). Shute Mihaly does not represent the Sierra Club in connection with the Project or the Litigation, and the Sierra Club has retained other counsel to represent it in the Litigation. The consent provides that Shute Mihaly will not represent the Sierra Club in connection with the Project or the Litigation. Shute Mihaly has already received the Sierra Club's consent to concurrent representation.

Shute Mihaly's continued representation of the Agency is necessary to ensure that the Agency's position on public trust, State Park and related land assembly and land use matters is adequately represented. Furthermore, the Agency has benefitted and will continue to benefit from the expertise and efficiency provided by an outside counsel already familiar with complex conditions and issues to be addressed.

The Agency and the Developer anticipated the use of specialized outside counsel to assist in the negotiations over the public trust, state parks and related land assembly and land use issues. All costs for outside counsel, including Shute Mihaly, are reimbursed by the Developer under the Phase 2 DDA.

Agency staff recommends authorizing the Executive Director to enter into a Third Amendment to the Legal Services Contract with Shute, Mihaly & Weinberger LLP to assist the Agency in resolving public trust, parks and related issues for the Hunters Point Shipyard Phase 2 - Candlestick Point Project in the amount of $250,000, for a total contract amount not to exceed $1,050,000.

DISCUSSION

Significant portions of the Shipyard and Candlestick Point are either owned by the State of California ("State") or subject to special State restrictions as a public trust. Under the law of public trust lands, the State owns and controls certain natural resources, such as tidal and submerged lands or those areas that were formerly tidal or submerged lands, for the purpose of protecting the public's interest in commerce, navigation, and fisheries ("Trust Lands"). In addition, the State Department of Parks and Recreation ("State Parks Department") owns the property situated within the Candlestick Point State Recreation Area ("CPSRA"). Existing State law restricts the sale or lease of State Parks for non-recreational purposes. State law further limits the types of agreements by which the State may grant the City or other parties the right to use and occupy State land. The use of Trust Lands for the Project requires specialized legal assistance to negotiate and finalize agreements with the State Lands Commission, the State Parks Department, the State Legislature, and other parties.

On May 6, 2008, the Agency Commission authorized, by Resolution No. 41-2008, a legal services contract with Shute Mihaly in the amount of $250,000 to assist the Agency with analysis of public trust title and public trust and park exchanges, negotiating strategies, and administrative and legislative review to address the complex conditions related to development of the Project. Additionally, on October 6, 2009, the Agency Commission authorized, by Resolution No. 106-2009 a First Amendment to the legal services with Shute Mihaly to increase the total contract amount to $450,000 in order to support the Agency and City in the preparation, negotiations and adoption of authorizing legislation for the reconfiguration of the CPSRA.

In the fall of 2009, the State legislature approved and the Governor signed Senate Bill Number 792 ("SB 792"), the authorizing legislation, which provided for the reconfiguration of CPSRA and improvement of the State park in connection with the development of the Project. On April 20, 2010, the Agency Commission authorized, by Resolution No. 36-2010, a Second Amendment to the legal services with Shute Mihaly to increase the total contract amount to $800,000 in order to support the Agency and City in the ongoing negotiations with the State Parks Department and State Lands Commission and other state and federal agencies related to the Project. The Agency Commission and the Board of Supervisors authorized the execution of agreements with the State Lands Commission and State Parks Department in June 2010 and August 2010, respectively. However, additional legal services from Shute Mihaly are required in order to complete the State Lands Commission and State Parks Department approval actions for these agreements and to commence the initial closings from the State.

To date, Shute Mihaly has incurred costs in connection with providing the following legal services to the Agency and the City, these include: (1) providing the Agency with extensive legal assistance primarily related to State public trust and State parks issues, including providing

02/28/12

6B.1/4B.1
SA

Santa Clara Stadium Authority and City of Santa Clara Actions for proposed 49ers Stadium

February 28, 2012
Staff Presentation

Key Points

- Measure J requirements met
- No General or Enterprise Fund (utilities) monies used or pledged to project for construction or operations
- No tax increase for Stadium
- Fair market rent for land to City
- RDA investment capped at $40 million, CFD at $35 million
- No subordination of City-owned land
- Although deal structure modified, City still protected from risk

POST MEETING MATERIAL

Stadium Authority/City Actions

- Approval of Ground Lease Agreement with Santa Clara Stadium Authority for City Owned Property
- Approval of Final Subdivision Map
- Approval of 2nd Amendment of the Training Facility Lease

Future Actions

- March 13, 2012 and as needed March 15, 2012
  - Final Development Budget & Final Financing Plan
  - Stadium Lease between SA and StadCo
  - Non-Relocation Agreement
  - Loan documents for construction loan
  - Line of Credit Agreement
  - Management Agreement
  - Public Safety Plan and Agreement
  - Loan documents for CFD and Agency advances
  - CFD Reimbursement Agreement
  - Third Amendment to Training Facility Lease
  - Parking Rights Agreement
  - First Amendment to Reservation of Easement Rights Agreement

Ground Lease Overview

- Parties to the Ground Lease: City of Santa Clara and Santa Clara Stadium Authority
- The Ground Lease complies with Measure J requirements:
  - The City's fee interest in the Stadium site is not to be subordinated to any Stadium financing.
  - The initial term of the Ground Lease will be for a forty (40) year period.
  - The Ground Lease provides for a fixed base rent, and Performance Based Rent.

The Ground Lease complies with Measure J requirements (cont.):

- The former redevelopment agency's contribution is limited to a maximum of Forty Million Dollars ($40,000,000), exclusive of debt service and financing costs, and payment to the City for development fees.
- If a second team relocates to the Stadium, the fixed base rent will be increased and the City will receive an amount equal to the former redevelopment agency's investment in the Stadium.
- The Ground Lease provides that construction of the Stadium will not commence prior to the Stadium Lease being executed.
- Following the opening of the Stadium, the City will receive the Senor and Youth Program Fee of up to $250,000 per year.

Ground Lease Overview (Cont.)

- The Ground Lease will be executed concurrently with the close of escrow for the construction financing.
- Construction of the Stadium must commence within 120 days following the execution of the Ground Lease and must be completed within three (3) years.
- The initial forty year term of the Ground Lease will commence upon substantial completion of the Stadium.

Ground Lease Overview (Cont.)

- The Stadium Authority will also have five (5) options, each for four (4) years, and one interim option.
- The City will receive a fixed ground rent of $180,000 in the first year of the term, which will increase to $1,500,000 per year for the last five years of the initial term of the Ground Lease.
- The Ground Lease also provides that the City receive a performance based rent for each year equal to fifty percent (50%) of the net income from Non-NFL Events, less certain credits.

Ground Lease Overview (Cont.)

- The Updated Economic Report provided by Keyser Marston Associates concludes the fixed ground rent together with the performance based rent is projected to provide fair market rent to the City.
- The Ground Lease provides that the Stadium Authority may sublease the Stadium to StadCo and allows StadCo to sublease the Stadium to the 49ers football team.
- The Ground Lease provides that the StadCo may also sublease to a Second Team.

Ground Lease Overview (Cont.)

- If a Second Team relocates to the Stadium, the City will receive additional rent in the amount of former redevelopment agency's contribution to the Stadium.
- In addition, the Fixed Ground Rent will be increased by One Million Dollars ($1,000,000) and will increase periodically thereafter
- At the election of the City, the Stadium Authority will be required to demolish the Stadium. If the City elects not to demolish the Stadium, the City will own the Stadium.

Amendment To Training Facility Lease

- The City and the 49ers entered into the lease for the Training Facility in 1987.
- The amendment to the Training Facility Lease will remove property needed for the construction of the Stadium.
- The amendment also grants the 49ers, as lessee, rights to use certain easements and grants certain easements over the Training Facility property for the benefit of the Stadium.

Recommendation

- That the Council & Stadium Authority adopt the Resolution to approve a Ground Lease between the City and the Santa Clara Stadium Authority for City-owned property to be developed for a professional football stadium.
- That the Council adopt the Resolution authorizing the execution of Amendment No. 2 to the Lease Agreement (Training Facility Lease) with Forty Niners LTD and the execution of the First Amendment to Reservation of Easement rights Agreement
- Approve the Final Map for Tract 10118