

Meeting Date: 1/24/12

AGENDA REPORT

City of Santa Clara, California

Agenda Item # CF-1/4B-1



Date: January 24, 2012
To: City Council and Stadium Authority for Action
From: City Attorney/Authority Counsel and City Clerk/Secretary
Subject: Options Regarding Referendum of Resolutions 11-16 and 11-17

EXECUTIVE SUMMARY:

On December 13, 2011, the Stadium Authority approved Resolution 11-16 (Disposition and Development Agreement) and Resolution 11-17 (Joinder Agreement) related to the proposed 49ers stadium. The City Clerk's office was provided completed documentation and attested to the resolutions on December 20, 2011. On Wednesday, January 18, 2012, petitioners submitted two sets of referendum petitions pertaining to Resolution 11-16 and 11-17 to the City Clerk's Office.

The Elections Code requires the petitioner to submit potentially valid signatures from at least 10% of the registered voters in the last update from the County of Santa Clara Registrar of Voters to the Secretary of State. The voter registration at the time the resolutions were attested to was 44,791, which requires 4,480 signatures to qualify for the ballot.

The prima facie check of potentially valid signatures by the City Clerk's Office indicated an amount appropriate to forward the petitions to the Registrar of Voters (ROV) for signature verification. The ROV's raw signature count and random sample verification of 500 signatures provided to the City Clerk on January 23, 2012 indicated:

1) Referendum against Resolution 11-16
4,480 valid signatures required to qualify for ballot
5,613 raw signatures
5,082 projected valid signatures
113.5% of the required number to qualify for the ballot

2) Referendum against Resolution 11-17
4,480 valid signatures required to qualify for ballot
5,732 raw signatures
5,142 projected valid signatures
114.8% of the required number to qualify for the ballot

Pursuant to Elections Code section 9114, the petitions contain the requisite number of valid signatures of electors of the City to qualify the petitions for the ballot.

POST MEETING MATERIAL

ADVANTAGES AND DISADVANTAGES OF ISSUE:

Pursuant to the Elections Code, the City and/or Authority will need to take one or more actions, including, but not limited to:

- 1) Repeal of Resolutions 11-16 and 11-17; or
- 2) Submission of Resolutions 11-16 and 11-17 to a vote of the electorate at a general or special election; or
- 3) Rejection of the referendum petitions because they have failed to meet the requirements of California election law.

It should be noted it is the opinion of the City Attorney that the referenda are deficient because the contested actions by the Authority are administrative in nature and, thus, not subject to referendum. The petitioners have been notified as such.

Also, please note that if the Authority repeals Resolutions 11-16 and 11-17, the same or substantially the same actions cannot be readopted by the Authority for a period of one year after the date of repeal or disapproval by the voters.

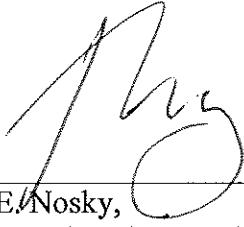
ECONOMIC/FISCAL IMPACT:

Funds for a special municipal election in June 2012 have not been included in the 2010/11 Annual Budget. Should the Council choose to call a special election, additional funds will need to be appropriated for this purpose. The estimated costs from the ROV for an election consolidated with a June 5, 2012 State Primary election range from \$2,695,746 to \$3,963,363.

RECOMMENDATION:

That the Council and/or Stadium Authority:

- 1) Accept the certification of the results of the petition verification, per the recommendation of the City Clerk/Secretary; and/or
- 2) Reject the referendum petitions because they have failed to meet the requirements of California law, per the recommendation of the City Attorney/Stadium Authority Counsel. As previously communicated to the petitioners, it is staff's belief that the resolutions were intended to carry out certain administrative acts contemplated by Measure J, an initiative adopted by Santa Clara voters in June of 2010 that provides the framework for the development and operation of the proposed 49er stadium. Because Measure J expressed the legislative policy of the City with respect to the new stadium, the actions by the Authority on December 13, 2011, were intended to carry out that policy. Under the law, staff believes that such actions are administrative in nature and not subject to referendum; and/or
- 3) Authorize the City Attorney/Stadium Authority Counsel to file litigation in the Santa Clara County Superior Court as soon as possible to establish that the disputed petitions challenge actions by the Authority that are not subject to referendum, per the recommendation of the City Attorney/Stadium Authority Counsel.



Richard E. Nosky,
City Attorney/Stadium Authority Counsel



Rod Diridon, Jr.,
City Clerk/Secretary

Documents Related to this Report:

- Exhibit A:*** Registrar of Voters Verification of Signatures for Referendum Against Resolution 11-16
- Exhibit B:*** Registrar of Voters Verification of Signatures for Referendum Against Resolution 11-17
- Exhibit C:*** Letter from City Attorney to Petitioner from 1/13/2012
- Exhibit D:*** Estimated Costs from Registrar of Voters

County of Santa Clara

Registrar of Voters

1555 Berger Drive, Bldg. 2
San Jose, CA 95112
Mailing Address: P.O. Box 611360, San Jose, CA 95161-1360
(408) 299-VOTE (8683) 866-430-VOTE (8683) FAX: (408) 998-7314
www.sccvote.org

EXHIBIT A



January 20, 2012

Mr. Rod Diridon, Jr., CMC/MMC
City Clerk and Auditor
City of Santa Clara
1500 Warburton Ave
Santa Clara, CA 95050

RE: Referendum against Resolution 11-16

Dear Mr. Diridon:

The initiative petition submitted to our office on January 19, 2012 contained 5,613 signatures. The petition needed 4,480 valid signatures to pass. Based on the registered voters in the City of Santa Clara as of the February 10, 2011 report of registration to the Secretary of State (Election Code Sections 2187 & (9237 municipal) the petition needs 4,480 of valid signatures to pass.

Per 9115 (a) Within 30 days from the date of filing of the petition, excluding Saturdays, Sundays, and holidays, if, from the examination of petitions pursuant to Section 9114 shows that more than 500 signatures have been signed on the petition, the elections official may use a random sampling technique for verification of signatures. The random sample of signatures to be verified shall be drawn so that every signature files with the elections official shall be given an equal opportunity to be included in the sample. The random sampling shall include an examination of at least 500, or 3 percent of the signatures, whichever is greater.

The Registrar of Voters performed verification of a random sampling of 500 signatures, of which 464 signatures were valid. The petition has a projected number of 5,082 valid signatures, which is 113.5% of the number of valid signatures required to pass. Per EC 9115 (b) the statistical sampling is over 110 percent of the number of signatures of qualified voters needed to declare the petition sufficient.

If you have any questions concerning this matter, please feel free to contact me at (408) 299-2161, extension #2051.

Sincerely,

Maggie Smith
Election Division Coordinator
Voter Registration Division
County of Santa Clara

ms: city of santa clara 11-16 cover letter



CLERK'S CERTIFICATE TO INITIATIVE PETITION

I, BARRY GARNER, Registrar of Voters of the **County of Santa Clara**, State of California, hereby certify:

That the "**Referendum against Resolution 11-16**" has been filed with this office on January 19, 2012.

That said petition consists of 246 sections;

That each section contains signatures purporting to be the signatures of qualified electors of this county;

That attached to this petition at the time it was filed was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purportive dates of such of signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

- 1. Number of unverified signatures filed by proponent (raw count) 5,613
- 2. Number of signatures verified 500
 - a. Number of signatures found SUFFICIENT 464
 - b. Number of signatures found NOT SUFFICIENT 36
 - 1. NOT SUFFICIENT because DUPLICATE 1

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of January, 2011.

(SEAL)

Barry Garner
Registrar of Voters

By:  _____
Deputy

County of Santa Clara

Registrar of Voters

1555 Berger Drive, Bldg 2
 San Jose, CA 95112
 Mailing Address: P.O. Box 611360, San Jose, CA 95161-1360
 (408) 299-VOTE (8683) 866-430-VOTE (8683) FAX: (408) 998-7314
 www.sccvote.org



January 20, 2012

Mr. Rod Diridon, Jr., CMC/MMC
 City Clerk and Auditor
 City of Santa Clara
 1500 Warburton Ave
 Santa Clara, CA 95050

RE: Referendum against Resolution 11-17

Dear Mr. Diridon:

The initiative petition submitted to our office on January 19, 2012 contained 5,732 signatures. The petition needed 4,480 valid signatures to pass. Based on the registered voters in the City of Santa Clara as of the February 10, 2011 report of registration to the Secretary of State (Election Code Sections 2187 & (9237 municipal) the petition needs 4,480 of valid signatures to pass.

Per 9115 (a) Within 30 days from the date of filing of the petition, excluding Saturdays, Sundays, and holidays, if, from the examination of petitions pursuant to Section 9114 shows that more than 500 signatures have been signed on the petition, the elections official may use a random sampling technique for verification of signatures. The random sample of signatures to be verified shall be drawn so that every signature files with the elections official shall be given an equal opportunity to be included in the sample. The random sampling shall include an examination of at least 500, or 3 percent of the signatures, whichever is greater.

The Registrar of Voters performed verification of a random sampling of 500 signatures, of which 459 signatures were valid. The petition has a projected number of 5,142 valid signatures, which is 114.8% of the number of valid signatures required to pass. Per EC 9115 (b) the statistical sampling is over 110 percent of the number of signatures of qualified voters needed to declare the petition sufficient.

If you have any questions concerning this matter, please feel free to contact me at (408) 299-2161, extension #2051.

Sincerely,

Maggie Smith
 Election Division Coordinator
 Voter Registration Division
 County of Santa Clara

ms: city of santa clara 11-17 cover letter

CLERK'S CERTIFICATE TO INITIATIVE PETITION

I, BARRY GARNER, Registrar of Voters of the **County of Santa Clara**, State of California, hereby certify:

That the "**Referendum against Resolution 11-17**" has been filed with this office on January 19, 2012.

That said petition consists of 246 sections;

That each section contains signatures purporting to be the signatures of qualified electors of this county;

That attached to this petition at the time it was filed was an affidavit purporting to be the affidavit of the person who solicited the signatures, and containing the dates between which the purported qualified electors signed this petition;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that section, that all of the signatures were made in his or her presence, and that to the best of his or her knowledge and belief each signature to that section was the genuine signature of the person whose name it purports to be;

That after the proponent filed this petition I verified the required number of signatures by examining the records of registration in this county, current and in effect at the respective purportive dates of such of signing, to determine what number of qualified electors signed the petition, and from that examination I have determined the following facts regarding this petition:

- | | | |
|----|--|--------------|
| 1. | Number of unverified signatures filed by proponent (raw count) | <u>5,732</u> |
| 2. | Number of signatures verified | <u>500</u> |
| a. | Number of signatures found SUFFICIENT | <u>459</u> |
| b. | Number of signatures found NOT SUFFICIENT | <u>41</u> |
| 1. | NOT SUFFICIENT because DUPLICATE | <u>1</u> |

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 20th day of January, 2011.

(SEAL)

Barry Garner
Registrar of Voters

By: 
Deputy

SANTA CLARA

C A L I F O R N I A

January 13, 2012



Richard E. Nosky, Jr.
City Attorney

EXHIBIT C

Via Email (affordableelegance@netzero.com) and U.S. Mail

Deborah Bress



Re: Stadium Authority Referenda

Dear Ms. Bress:

This letter is directed to you as the proponent of the two referenda currently being circulated within the City that purport to challenge certain resolutions adopted on December 13, 2011, by the Santa Clara Stadium Authority. The resolutions include: i) approval of a Disposition and Development Agreement between 49ers Stadium, LLC and the Santa Clara Stadium Authority; and, ii) approval of a Joinder Agreement, an Indemnification Contribution Agreement, and other documents related to the financing of a proposed new football stadium in the City.

Specifically, those resolutions were intended to carry out certain administrative acts contemplated by Measure J, an initiative adopted by Santa Clara voters in June of 2010 that provides the framework for the development and operation of the proposed stadium. In fact, it is the City's legal position that Measure J expressed the legislative policy of the City with respect to the new stadium and that the actions by the Authority on December 13, 2011, were intended to carry out that policy. Consequently, this will put you on notice that the City intends to assert that the referenda presently being circulated are not in compliance with California law.

Generally, acts by the electorate that constitute a public purpose and make provisions for the ways and means of its accomplishment are legislative in nature. Once this legislative policy has been established, the administrative acts that follow therefrom are not subject to referendum. *See, e.g., City of San Diego v. Dunkl*, 86 Cal. App.4th 384, 400 (2001). Here, Measure J clearly established such a legislative policy and even embedded it into the Santa Clara City Code. Chapter 17.20 of the Code was adopted as a part of Measure J and provides the minimum requirements for development of the stadium. It specifically states that Measure J "is the legislative policy of the City and provides the ways and means of accomplishing that legislative policy." Further, it also requires that any approvals related to the stadium by the Authority take into account the legislative policy expressed by the voters. *See, Santa Clara City Code Sec. 17.20.30*. Finally, Measure J also directed the City Manager and Authority to promptly take the administrative steps necessary to carry out the will of the voters on the stadium. *See, Measure J, Section 4(B)*.

It is evident that the resolutions adopted by the Authority on December 13, 2011, are part of a series of anticipated actions necessary to implement the legislative policy enunciated in Measure J. These were not actions that made new policies or plans. Instead, they were undertaken to carry out the already expressed legislative policy of Measure J and the voters. As such, the actions were *administrative* in nature and clearly not subject to referendum. Consequently, if and when the referenda are submitted, it is the City's intention to assert that they are not in compliance with California election law.

Please direct any questions concerning the foregoing to me.

Sincerely,

RICHARD E. NOSKY, JR.
City Attorney

cc (via Email): Mayor and Council Members
City Clerk
City Manager

City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
(408) 615-2230
FAX (408) 249-7846
www.santaclaraca.gov

COUNTY OF SANTA CLARA REGISTRAR OF VOTERS
 ESTIMATED COST OF ELECTION
 FOR THE CITY OF SANTA CLARA
 2012 PRIMARY ELECTION

(c/o Rod Diridon, Jr. (408) 615-2221; rdiridon@santacalaraca.gov)

DATA

Registration as of 01/24/2012 45,176
 Projected Registration (110% of actual registration) 49,694

COMPUTATION

	Unit Cost	PRIMARY ELECTION 2012 LOW END (360 PAGES) (2 Measures Only)		Grand Total
		1st Meas	2nd Meas	
(a) Base charge				
1st Issue-1st Measure	\$ 1.25	\$ 62,117	\$	\$ 62,117
Additional Issue-2nd Measure	\$ 0.45	\$	\$ 22,362	\$ 22,362
Absentee Voter Charge				
1st Issue-1st Measure	\$ 0.30	\$ 14,908	\$	\$ 14,908
Additional Issue-2nd Measure	\$ 0.10	\$	\$ 4,969	\$ 4,969
Shared Printing Costs				
1st Issue-1st Measure	\$ 0.75	\$ 37,270	\$	\$ 37,270
Additional Issue-2nd Measure	\$ 0.38	\$	\$ 18,884	\$ 18,884
Estimated Cost of Election		\$ 114,295	\$ 46,215	\$ 160,510
(d) Estimated Cost of Measure Pages		\$ 2,147,908	\$ 387,328	\$ 2,535,235
Total Estimated costs of election and sample ballots		\$ 2,262,203	\$ 433,543	\$ 2,695,746

	Unit Cost	PRIMARY ELECTION 2012 HIGH END (540 PAGES) (2 Measures Only)		Grand Total
		1st Meas	2nd Meas	
1st Issue-1st Measure	\$ 1.25	\$ 62,117	\$	\$ 62,117
Additional Issue-2nd Measure	\$ 0.45	\$	\$ 22,362	\$ 22,362
1st Issue-1st Measure	\$ 0.30	\$ 14,908	\$	\$ 14,908
Additional Issue-2nd Measure	\$ 0.10	\$	\$ 4,969	\$ 4,969
1st Issue-1st Measure	\$ 0.75	\$ 37,270	\$	\$ 37,270
Additional Issue-2nd Measure	\$ 0.38	\$	\$ 18,884	\$ 18,884
Estimated Cost of Election		\$ 114,295	\$ 46,215	\$ 160,510
Total Estimated costs of election and sample ballots		\$ 3,204,256	\$ 598,597	\$ 3,802,853
(d) Estimated Cost of Measure Pages		\$ 3,318,551	\$ 644,812	\$ 3,963,363

Pursuant to Elections Code section 10002, the jurisdiction is required to reimburse the County in full for the costs of the elections services it has requested. The full costs of the election, or the jurisdiction's share of the costs in a consolidated election, will be available 60 days after the election. The costs reflected above are ESTIMATES ONLY and may change following the final calculation of the cost of the election.

Prepared by:
 Anna Kung
 Accountant II
 (408) 282-3024

Meeting Date: 1/24/12

AGENDA REPORT

Agenda Item # 6F-1/4B-1
SA



City of Santa Clara, California



DATE: January 24, 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, January 14 – Tuesday, January 24, 2012 regarding the proposed 49ers Stadium, Agenda item #7F1.

Regards,

A handwritten signature in cursive script that reads "Kimberly Green".

Kimberly Green
Executive Assistant
Mayor & City Council

Attachments: Communications

cc: City Manager
City Clerk

POST MEETING MATERIAL

Kimberly Green

From: Nic Dell [livefournoww@yahoo.com]
Sent: Saturday, January 14, 2012 7:15 PM
To: Mayor and Council
Subject: Letter Concerning the New 49er Stadium

Dear City Council,

You and other supporters of the proposed stadium have frequently stated that the citizens of Santa Clara will not be taxed in the construction and upkeep of the stadium. You have made it perfectly clear that you believe the city's finances will be protected. The City Council and the 49ers have also pointed out that the stadium will create thousands of jobs, many of which will be permanent. The City Council has done an admirable job in negotiating what they see as an excellent deal for this city that has the potential to provide many economic benefits. I appreciate the dedication and commitment of the City Council in their efforts to make the City of Santa Clara a great city. However, these efforts are ultimately short sighted because they have focused almost exclusively on the economics of the city. By focusing primarily if not entirely on the financial well-being of the city, you have neglected to consider how to nurture and improve the social and cultural well-being of the city. The stadium may have the potential to help the city to some degree economically, but it does nothing to improve or enhance our city's social services, its sustainability or environment, its cultural opportunities or enrichment, or the overall welfare and enrichment of the people of the city. You have also neglected to actively listen to and respectfully address the concerns of *all* residents of Santa Clara.

Recently, a group of Santa Clara residents have expressed valid concerns about the financing of the stadium. Mayor Jamie Matthews wrote a column in the Santa Clara Weekly recently and responded to these residents this way: "Unfortunately, a small segment of our community that continues to oppose the stadium - despite the overwhelming approval of voters, continues to spread

false and misleading rhetoric." Expressing such an opinion shows neither respect nor kindness towards these residents. Have you really listened to their concerns and initiated any meaningful dialog with any of these or other people who have expressed concern about the financing of the stadium? A small portion of these residents who are opposed to the stadium are simply uninformed, unreasonable and disrespectful themselves, but most of the residents who are concerned about the stadium are informed, intelligent, and reasonable people. Not all of them are spreading false and misleading rhetoric. These residents correctly believe that it is their right to have a referendum on the stadium decision.

I realize that the city attorney has stated that it his understanding that there can be no referendum on what has already been voted on regarding the stadium. On the other hand, this is a highly complex issue and therefore may be interpreted in varying ways by other members of the judiciary who are also knowledgeable on this subject. In addition, a referendum is the right thing to do for several other reasons. First, if the people of Santa Clara truly want to have a stadium they will potentially vote overwhelmingly against the referendum that is currently being petitioned if it is placed on the ballot. Secondly, the 49ers put their own initiative in the ballot, namely, Measure J. People who are concerned about the financing of the stadium should now be given an opportunity to put their own initiative on the ballot. During the election campaign the 49ers understandably wanted to emphasize only the benefits of the stadium and minimize—even conceal—the factors that would be of potential concern to citizens. The city council would show good faith by allowing the stadium critics to put their referendum on the ballot. Third, the financing of the stadium is far different from what it was prior to and even after Measure J passed. As a result, the electorate of this city now can be given new knowledge of the stadium financing that they have a right to know. This new knowledge will help people have a better understanding of the stadium than when they voted on Measure J. With this improved understanding, the electorate can address concerns that they did not have when they voted on Measure J. Just as importantly, this new knowledge may help people form new opinions of the stadium that they previously did not have. The

argument many stadium supporters state is that Measure J passed, so there is nothing that can be done now except move forward. However, now that the closed door negotiating between the 49ers and the City Council is essentially over, much new information can be disclosed to the public that they were not aware of regarding the financing.

Although members of the City Council have suggested that nothing of significance has changed since Measure J, the right thing to do is disclose any new information or concerns that were raised in these closed-door meetings to the residents of Santa Clara. The right thing to do is show good faith towards all the people you serve and allow a referendum. I urge you to truly listen to and address the concerns of all the people of this city.

Thank you for your time and for your commitment to the people of this city.

Respectfully,

Nick Dellaporta

Kimberly Green

From: Hazem Ghobarah [hmg3791@yahoo.com]
Sent: Tuesday, January 24, 2012 3:33 PM
To: Mayor and Council
Subject: It's better for the stadium to allow vote on Stadium

Dear Councilors and Mayor,

If you care about the stadium project, it will actually be better to have the vote and have a popular mandate on the DDA arrangement; instead of a cloud of uncertainty.

I'm a resident of Santa Clara, and regardless of whether you are for or against the Stadium, it is important for the issue to go to the voters for a decision of this size (\$850 mil.) !

This is not a small matter, and thousands of residents have asked for the vote. Refusing to have the vote feels undemocratic and a bit elitist. I realize it costs money to have the vote, but it is clear a large portion of city voters want to have a final say on this.

Hazem Ghobarah
4373 Watson Circle, Santa Clara, CA

Kimberly Green

From: mjkaras@yahoo.com
Sent: Tuesday, January 24, 2012 2:38 PM
To: Mayor and Council
Subject: Santa Clara Plays Fair

The following has sent a message:

Name: Mary Jane Karas
Email: mjkaras@yahoo.com

Comments: According to today's San Jose Mercury the group Santa Clara Plays Fair has gathered 4,500 signatures from registered Santa Clara voters.

My concern is that unlike the name that this group has given themselves they did not 'play fair' while they were collecting the signatures. Outside the Safeway Store on Homestead Road a member of their group or the group employed two young paid signature gathering men to collect signatures for their petition. In addition residents of one of the senior residential care facility were bused to the Save Mart store on El Camino expressly for the purpose of signing the petition. Once they had signed the petition, they returned to their facilities bus and left the location.

Arriving at the Santa Clara Senior Center on the morning of January 17, 2012 it was almost impossible to gain entry to the facility due to the approximately 7 gentlemen gathering signatures outside the main entrance. The majority were not aggressive, but a couple of the signature gatherers were almost abusive.

The name they have selected "Santa Clara Plays Fair" does not support their actions over the past month. Truthfully there are a few gentle persons among their ranks, but there are also quite a few abusive individuals in their ranks.

Thank you for this opportunity.

Kimberly Green

From: rhugo1933@aol.com
Sent: Tuesday, January 24, 2012 2:34 PM
To: Mayor and Council
Subject: Stadium

Start over and put the Stadium issue back on the ballot - this time do it right! The cost you say? Compared to voting to spend \$75K on fireworks a few years ago when no \$ we available , this should be negligible. Bob Hughes

Kimberly Green

From: Carol Roberts [carolerchard@yahoo.com]

Sent: Tuesday, January 24, 2012 2:32 PM

To: Mayor and Council

Subject: 49er Statdium--Referrendum

Dear Mayor and Council,

The issue of the stadium definitely needs to go back to the voters. What we were told with regards to financing for Measure J was very deceptive and many of us believe purposely so. It's time you listened to what the citizens of Santa Clara want and not what you, Jed York and the 49ers want. Santa Clara Play's Fair had only a few weeks to gather signatures for their petition. In that short amount of time they found a strong network of support. This was accomplished despite the fact that the 49ers hired people from the IBEW Local 332, to try to stop people from signing the petitions. I think if more time had been available you would have seen just how many Santa Clara citizens no longer are in support of the stadium. We do not want to bear the burden of financing a stadium for millionaire Jed York, the NFL, or the 49ers. We resent all the closed door sessions, lies and mis-information. Let's get back to the business of running a city for the citizens of Santa Clara and not for the 49ers. If the stadium is such a good deal and a money maker then why not put it to a vote again? If you decide otherwise then there will be thousands of dissatisfied citizens who no longer have any faith or trust in your leadership. Is that what you want?

Thank you for your time.
Carol Roberts

Kimberly Green

From: Stephen Ricossa [sricossa@gmail.com]
Sent: Tuesday, January 24, 2012 11:53 AM
To: Mayor and Council
Subject: Stadium Referendum - Not a good idea

Dear Mr. Mayor and City Council,

I am writing to urge you to reject the petitions and referendum on the stadium that is before you this evening.

The people of the City of Santa Clara have spoken when they voted in favor of Measure J in June of 2010.

As you may have read, a good number of merchants, hotel operators, and restaurants in San Francisco have seen a significant surge in business over the past few weeks due to the success of the 49ers and the home games played in Candlestick Park. It is exactly this business and economic vitality that we wish to bring to the City of Santa Clara.

Only 31 communities in the entire United States are home to an NFL franchise. Let's continue the process uninterrupted to become one of those lucky 31.

Thank you,
Steve Ricossa
Santa Clara Resident

--

Steve Ricossa
sricossa@gmail.com

Kimberly Green

From: Karen Shamban [kareness55@yahoo.com]
Sent: Tuesday, January 24, 2012 11:49 AM
To: Mayor and Council
Cc: Karen Shamban
Subject: Please do the right thing for the City of Santa Clara

To Mayor Matthews and Santa Clara City Council members:

I am a concerned Santa Clara resident who feels misled by the exponential differences between what was presented to us for a vote on Measure J in 2010, and the reality of the financing package that you finalized last month. The citizens of Santa Clara were bombarded during the run-up to Measure J by glossy ads and direct mail funded by the 49ers (who spent millions of dollars marketing the initiative); those against the stadium were forced to spend their own funds to disseminate information. That tactic continued during the recent petition drive, with the 49ers funding efforts to derail citizens from expressing their opinions and concerns.

The lack of balance in the communications about Measure J and the subsequent funding package is disturbing and leads me to question how independent of the 49ers influence and objective the Mayor and Council have been in all of your decisions related to this stadium initiative, and whether you are adequately fulfilling your fiscal responsibilities to the City and its taxpayers.

Please either rescind the DDA and Joinder resolutions, or else put the resolutions on the ballot again so that the citizens of Santa Clara can vote with the full knowledge of what this deals means for our City -- it's the right thing to do.

Thank you for your consideration and interest in what's best for the City and Citizens of Santa Clara.

Karen Shamban
2332 Villa Place
Santa Clara

Kimberly Green

From: Richard Alvarez [ricalva@earthlink.net]
Sent: Tuesday, January 24, 2012 11:43 AM
To: Mayor and Council
Cc: SCPF Info; SCPF Editor; Debbie
Subject: Tonight's meeting:recind the 49er financing scam

Mayor and Council:

As a former mortgage banker for originating underwriting, approving of commercial, residential, construction loan products. I find the financing provided by the 49er and their agents Goldman Sachs, Bank of America, US Bank, Merrill Lynch, NFL including Santa Clara's Mayor and Council a scheme based on smoke and mirrors. The loan is a "Wall Street Liar's loan product" and Santa Clara's Mayor with Council participation to be used as a "straw" to facilitate approval of "underwater terms" The financing is a 85% loan based on projections and NFL providing 150 million dollars which they have not provided to date on written request along with terms by the 49ers. This scheme perpetrated by all of the above conspirators 'smacks' of RICO Statue Law. I have notified the Banking regulators, SEC, law enforcement for investigation. (Under the "whistle blowers act")

Yours truly,
Richard Alvarez
415-564-3233

Kimberly Green

From: William Kirkpatrick [wmk@wmkirkpatrick.com]

Sent: Tuesday, January 24, 2012 11:25 AM

To: Mayor and Council

Subject: Financing the stadium

Please rescind the "DDA" and negotiate a new agreement. Insist that the 49ers pay more money.

It boggles the mind that Santa Clara will accept in any form a liability for \$850 million for a stadium to be used ten times a year. At a time when Santa Clara is struggling to maintain services, like libraries and parks, it makes no sense to continue to concentrate the city's efforts on financing this stadium.

I was particularly impressed by a recent article in the Wall St Journal, which quoted a Stanford academic who said that no public-financed stadium ever returned its investment to the public and further that this particular deal was somewhere between break-even and a catastrophe. Come to your senses.

William Kirkpatrick
770 Harrison St #11
Santa Clara 95050

Kimberly Green

From: Jerry Marsalli [jerrymarsalli@yahoo.com]

Sent: Tuesday, January 24, 2012 1:27 AM

To: Mayor and Council

Subject: 49er Stadium Issue and Referendum Petition

Mayor Matthews and Council members Gillmor, Kennedy, Kolstad, Mahan, McLeod and Moore

I want to strongly encourage you to deny accepting the referendum petitions from the Santa Clara Plays Fair organizers because I believe their petition drive was not valid nor does it have legal standing. The recent actions taken by the City Council to approve the DDA, the Finance Plan, and the Parking Agreement with Cedar Fair were all "administrative actions" that were clearly stated and approved in Measure J which was passed by the voters in June 2010. The Council did not take any "legislative" action that made any additions, deletions, or amendments to the provisions outlined in Measure J.

I have the utmost respect for the referendum process when it is conducted in a truthful, informational, and respectful manner and all the facts of the proposition are clearly stated with an honest debate of the issues presented. Unfortunately that has not been the case regarding the referendum being presented to you by the Santa Clara Plays Fair members. Several false and misleading statements were presented by the opposition in an attempt to confuse and create controversy in an attempt to circumvent the City Council carrying out its responsibilities outlined in the DDA. The residents of Santa Clara voted and approved the Stadium issue and said "Yes" to Measure J and all the provisions within the Term Sheet.

In the very first paragraph of the "Santa Clara Stadium Taxpayer Protection and Economic Progress Act" it states "the purposes of this Act are to move forward with the development on City-owned land of a Stadium suitable for the exhibition of professional football games and other events, however, to the binding requirements set forth in this Act to safeguard the City's general and enterprise funds and protect City taxpayers."

All of you along with City Staff have done an excellent job in negotiating a "rock solid" financing deal with the San Francisco 49er's by the creation of the Stadium Authority and the subsequent entities that protect the City's General Fund and overall liability. Everything you have done has been in direct compliance with Measure J and the Stadium Term Sheet. Your actions have been to follow the wishes of the residents of this City who passed this Measure into law.

Please consider this recommendation and take "proactive" measures in your response to Santa Clara Plays Fair by denying their request for a referendum. I believe the City Council has acted both appropriately and judiciously in your decisions and there is no merit to Santa Clara Plays Fair's position.

Thank you for all your diligence and perseverance with the Stadium issue. It's been a long road, but we are coming to the end of a successful journey.

Best regards,

Jerry Marsalli

P.O. Box 2844
Santa Clara, California 95055-2844
408-464-9037
jerrymarsalli@yahoo.com

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Thank you.

Kimberly Green

From: Lynette Nguyen [lynette.dot.n@gmail.com]
Sent: Monday, January 23, 2012 9:30 PM
To: Mayor and Council
Subject: Questions from the citizens of Santa Clara about the 49er stadium

Dear Mayor and Council,

The citizens of Santa Clara are asking many questions about the 49er stadium issue.

Why is the city taking out a huge loan whereas the 49ers are paying nothing?

Why do the 49ers have to oppose the citizens with paid volunteers?

Why isn't this being considered as a regional issue?

Why isn't the council interested in slow and steady growth rather than a huge speculative project?

What considerations will be made to get parishioners to Sunday mass at Our Lady of Peace Church during a game?

How will commuters get to their destinations unimpeded on the major freeways when there is a game?

Why do locals have to show a pass to get into their neighborhoods on game day?

Why don't the north Santa Clarans have a voice into this huge development right in their backyard? Many of the residents have green cards and can't vote.

Why are we saddling future generations of Santa Clarans with huge debt?

SF Chronicle reporter on KGO asks why does Santa Clara want to invite in a fan base that is not disturbed by public drunkenness and violence?

How will the stadium make money where so many others have failed?

All these questions need to be answered clearly to the citizens of Santa Clara.

Lynette Nguyen

Kimberly Green

From: Kate Russell [katerussell010@gmail.com]

Sent: Monday, January 23, 2012 6:21 PM

To: Mayor and Council

Subject: No Stadium!

Tax payers are in no position to finance a new stadium for the 49ers. The loan terms were not made clear when voting occurred - I vote NO!

Kate Russell
1570 Albatross Dr., #3
Sunnyvale CA 94087-3331

Kimberly Green

From: Marta Kosarchyn [mkosarchyn@gmail.com]
Sent: Sunday, January 22, 2012 8:26 PM
To: Mayor and Council
Cc: rob lingley
Subject: I oppose the stadium proposal for Santa Clara

Dear Mayor and City Council members,

The proposed stadium building in Santa Clara is not in the best interests of the city, in the way the deal has been brokered. Having supported the measure that was voted on, I feel betrayed by the way it has been secretly implemented. Please make sure our great city does not go back to corrupt days by re-negotiating the deal with the 49er football team so that there is some benefit to all city residents.

Best Regards
Marta Kosarchyn
120 Elmhurst Ct
Santa Clara, CA 95051

Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]

Sent: Sunday, January 22, 2012 4:39 PM

To: Mayor and Council

Cc: jlee7up@aol.com; stadiumfacts@yahoo.com

Subject: Referendum falls short of the first down

Mayor and Council

The proposed referendum fails to reach the bar.

1. It is based on a lie. Santa Clara Plays Fair keeps referring to this referendum as a petition against the financial agreement and the disposition development agreement claiming they come under Title 17 of the City Code. It does not as the financial agreement is not a development agreement, nor is the disposition development agreement. That section is for development agreements, defined in the Government Code. A DDA is a creature of the Health and Safety Code, and a development agreement is a document concerning the use of land by develop under a given time period while a disposition development agreement is regarding a conveyance of city land. Amazing that some post graduate recipients use the argument that conveyance is related to zoning and land use. Indeed, some petition gatherers expressed the comment that "well the word development is in it." Highly intelligent, isn't it?
2. Using the Irvine Project as the key, the city uses DDAs and Development Agreements seperately as they are seperate. see the minutes of April 2000.
3. The issue of legislative v. administrative action is also significant. Since Hopping (1915), McKeVitt (1922), Reagan v. Sausalito, DaVita v. County Board, San Diego v. Dunkl. the courts have further raised the bar on referendums.
4. The courts have already reviewed the DDA of the stadium plan, at least they have judged it to be a creation of Measure J, so the matter was rendered moot by a court decision on the stadium issued last year.
- 5.. The petition gatherers have said that the matter is going to court. Well, they have proven that they do not voter opinion at all, they want some court clerk to decide.
6. The referendums are not thoroughbreds of prime linneage. Instead they are jack mules derived from rather silly donkeys of bad intrpretations of the law, and an attitude that remains me of the back end of a horse.
- 7, In 2009,the idea of a DDA was presented and Santa Clara Plays Fair made no comment. Indeed, one wonders if the DDA was so inappropriate, why didn't this group ask for reconsideration at the next meeting as one of their own contributors voted for it.
8. Finally, there is the assertion that any law in california can be put on the ballot after its passage. Incorrect, McKeVitt v. Sacramento defines administrative actions as those actions being made as a result of a legislative action. Also, the Rumford Act, banning housing discrimination was subject to a referendum thrown out due the 14th amendment.

This group reminds me of the group that put referendums on the ballot during the 1920s that made it illegal to teach evolution, As Henry Drummond said in INHERIT THE WIND, IGNORANCE AND FANTATICISM IS FOREVER BUSY AND NEEDS FEEDING.

the mantra for santa clara plays fair

Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]
Sent: Sunday, January 22, 2012 11:45 AM
To: Jennifer Sparacino; Mayor and Council
Cc: scpfinfo@gmail.com; stadiumfacts@yahoo.com; Teresa O'Neill; nadeem@drnadeem.com; khardyca@comcast.net
Subject: the lie is that it was a disposition development agreement

<http://sireweb.santaclaraca.gov/cache/2/z4dwmv45hrrzneendioys2je/595414012220121143>

On January 18, 2012, at 3:00pm, Santa Clara Plays Fair will bring in nearly 11,000 signature Santa Clara voters asking the City Council to either repeal the development agreement and the financing plan for the planned 49ers stadium or submit them to the voters.

On December 13, 2011, the Santa Clara City **Council voted to approve a Development Agreement with the San Francisco** 49ers to build a football stadium in what is currently the overflow parking lot of Great America. The agreement calls for the City's Stadium Authority to borrow \$850,000,000 from Goldman Sachs, Bank of America, and US Bank to construct the stadium – terms that were not disclosed during the campaign for Measure J. The City Clerk attested to the agreement on December 20, 2011.

Immediately following the City Clerk's attestation, Santa Clara Plays Fair, a grassroots volunteer organization of concerned citizens, began preparations for referendum petitions on both the **Development Agreement and the Financial Agreement. Both Santa Clara's City Charter and the State of California's Government Code specifically state that Development Agreements are legal actions subject to referendum.**

1/10/12

3c

**MINUTES OF THE CITY COUNCIL OF THE CITY OF SANTA CLARA
FOR MEETING HELD ON TUESDAY EVENING, DECEMBER 13, 2011**

The City Council of the City of Santa Clara met at 5:30 pm, on the above-mentioned date, for a Closed Session in the Council Conference Room for a Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-43-051; APN 104-43-052; APN 104-43-030; APN 104-42-014; and APN 104-42-019; Negotiating Party(ies): Cedar Fair and the San Francisco 49ers; City Negotiator: Jennifer Sparacino, City Manager (or her designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); a Conference with Agency Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Jennifer Sparacino, City Manager (or her designee); Employee Organization(s): Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171; Unit #2 - Santa Clara Police Officer's Association; Unit #3 - International Brotherhood of Electrical Workers (IBEW) Local 1245; Unit #4 - City of Santa Clara Professional Engineers; Units #5, 7 & 8 - City of Santa Clara Employees Association; Unit #6 - American Federation of State, County and Municipal Employees (AFSCME) Local 101; Unit #9 - Miscellaneous Unclassified Management Employees; Unit #9A - Unclassified Police Management Employees; Unit #9B - Unclassified Fire Management Employees; Unit #10 - Public Safety Non-Sworn Employees Association (PSNSEA). The Conference with Real Property Negotiator; pursuant to Government Code Section 54956.8; Property: APN 104-43-030; Negotiating Party(ies): Santa Clara Stadium Authority and the San Francisco 49ers; City Negotiator: Jennifer Sparacino, City Manager (or her designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) as not held.

The Council then met at 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers. The meeting was opened with the recitation of the Pledge of Allegiance and the reading of an Invocation Prayer.

Present: Council Members Lisa M. Gillmor, Will Kennedy, Patrick Kolstad, Patricia M. Mahan, Jamie McLeod and Kevin Moore and Mayor Jamie L. Matthews.

Staff present: City Manager, Assistant City Manager, Director of Planning and Inspection, Director of Public Works/City Engineer, City Attorney and City Clerk/Auditor.

- 3A. MOTION was made by Gillmor, seconded and unanimously carried, that the Minutes for the meeting of November 15, 2011 be adopted as written.

3B. MOTION was made by Gillmor, seconded and unanimously carried with Kennedy abstaining (not present at the meeting), that the Minutes for the meeting of November 29, 2011 - Special Meeting be adopted as written.

6B.1 The Mayor/Chairperson opened a Joint City Council/Santa Clara
6B.2 Stadium Authority (Stadium Authority) Public Hearing for
6B.3 consideration of this evening's action items as they relate to the proposed San Francisco 49ers stadium, including adoption of a Stadium Authority Resolution approving the Disposition and Development Agreement (DDA) with the 49ers Stadium, LLC and adoption of a Stadium Authority Resolution approving a Joinder Agreement in that certain Commitment Letter dated November 4, 2011 and that certain Engagement Letter dated November 4, 2011, an Indemnification Contribution Agreement and the Summary of StadCo Obligations as part of the Preliminary Financing Plan for the construction of the proposed 49ers Stadium.

The City Manager/Executive Director reviewed the Administrative Analyst to the City Manager's memos (12/08/11) and reiterated that this evening's actions would not be taken by the City Council but would be taken by the Stadium Authority only. She then stated that there was extensive outreach to the public prior to this evening's Joint Public Hearing and Joint Council/Stadium Authority Study Sessions were held on December 6, 2011 and December 8, 2011 to review the DDA and the Stadium Preliminary Finance Plan.

She then gave an electronic presentation and stated that bringing forward the DDA and Preliminary Finance Plan are very significant actions related to the overall stadium project for the City of Santa Clara. These documents set the stage for the Final Financial Plan and ultimately, the construction of the stadium. She stated that the purpose of this evening's Joint Public Hearing was to provide an overview of the key elements of Stadium-related documents, including the DDA and the Preliminary Finance Plan and then for the Stadium Authority to consider adoption of the respective Resolutions. She outlined prior Stadium-related actions, including the City Council and Redevelopment Agency approval of the Term Sheet, which provides a general outline of the deal structure, on June 2, 2009 and the voter approval of Measure J, which authorized the City to lease land for the purposes of a stadium, on June 8, 2010. She then reviewed key points as they relate to the Stadium project, including ensuring that Measure J requirements are met; no general fund or enterprise (utilities) monies are used or pledged to the project for construction or operations; that there is no tax increase for the stadium; that the City receives fair market rent for the land;

that the Redevelopment Agency investment does not exceed \$40 million and \$1.6 million for development fees; that there is no subordination of City-owned land; and that although the deal structure has been modified, the City is still protected from Project risk. She then reviewed a site location map, which outlined the location of the stadium, as well as parking locations.

Tom Webber, Redevelopment Attorney, continued the electronic presentation by outlining the protections built into the transaction to mitigate risks for the Stadium Authority. He stated that the proposed structure of the DDA remains consistent with the Term Sheet. The City will ground lease the site to the Stadium Authority who will then develop, own and operate the stadium. StadCo will lease the stadium from the Stadium Authority under the stadium lease. In general, the DDA outlines how the stadium will be built, the financing and the responsibilities of the Stadium Authority and StadCo in both the development and financing efforts. Prior to entering into the stadium lease and commencing construction, both parties have to agree on the final terms of the stadium lease; the non-relocation agreement, which includes requiring the team to play home games in the Stadium for the life of the lease; the public safety agreement; and the parking plan. All of the above-mentioned agreements, as well as other agreements related to the DDA, will be brought back to the Stadium Authority for consideration and final approval.

The DDA provides that the Stadium Authority will have the ultimate responsibility for the construction of the stadium. The Stadium Authority will enter into the design build agreement with the general contractor to construct the stadium. The agreement will have a fixed guaranteed maximum price for the construction of the stadium and will include incentives for early completion as well as damages for late completion. As part of the construction and design, the Stadium Authority will enter into a construction agency agreement with StadCo. StadCo, in consultation with the Stadium Authority, will manage the overall construction of the stadium.

The estimated development cost of the stadium, excluding financing costs, is currently \$1.02 billion, which includes approximately \$150 million in tenant improvements to be paid directly to StadCo. As the stadium design progresses and as the contracts for construction are awarded, the cost will become more fixed. A final development budget, based on contractor guaranteed maximum price, will be approved by the parties prior to commencement of construction. The preliminary financing plan, attached to the DDA, describes the current financing proposal,

which identifies the Stadium Authority's sources for funding construction of the stadium. Prior to commencement of construction, the final financing plan will identify all sources of funds necessary to pay development costs and will be approved by the Stadium Authority. The balance of the construction costs, approximately \$850 million, has been committed by a \$450 million loan from construction lenders to the Stadium Authority and \$400 million from a StadCo subordinated loan. However, the actual amount borrowed for construction is expected to be less than \$850 million and other sources of revenue are expected to become available during construction to pay construction costs, such as Stadium Builders Licenses (SBLs) and naming rights proceeds. He reiterated that no City general funds or enterprise funds will be pledged to repay the Stadium Authority loans and the City's interest in the land will not be at risk. StadCo will be responsible for any construction costs that exceed the maximum amount of the approved final development budget. Following completion of the stadium, the Stadium Authority's construction loan and a portion of the StadCo loan will be replaced with long term financing. If the Stadium Authority is unable to fully repay the \$450 million construction loan, StadCo has committed to buy the loan from the construction lenders and the maturity date will be extended by three years. The Stadium Authority will pledge various revenues to pay off the long term financing, including naming rights, SBLs, 50% of net revenue of non-NFL events, ticket surcharge monies and StadCo facility rent. The facility rent is currently estimated to be in the range of \$30 million annually rather than the \$5 million proposed in the Term Sheet and will be a significant source of repayment for the long term financing and the StadCo loan.

Mr. Webber continued the electronic presentation by stating that once the stadium is complete, the Stadium Authority will lease the stadium to StadCo. The initial lease term will be 40 years, commencing on completion of the stadium, with an option to renew for an additional 20 years. The lease year will be divided into two seasons: NFL Season (August 1 to January 31) and Off Season (February 1 to July 1). StadCo will be responsible for operating costs of the stadium during the NFL Season and the Stadium Authority will be responsible for the operating costs during the Off Season. Non-NFL events will primarily be scheduled during the Off Season. Mr. Webber stated that the lease summary previously had language that provided some ability for StadCo to approve the Non-NFL events. However, he clarified that that language has subsequently been deleted. The proposal now includes language that provides standards and a mediation process, which will be negotiated during the negotiations of the final lease and ultimately brought back to the Stadium Authority for approval. The

stadium lease states that StadCo will pay a facility rent, which will be set to ensure that stadium revenues are sufficient to pay the operating expenses of the stadium, the City's ground rent and the Stadium Authority's debt service on the long term financing.

Mr. Webber continued the electronic presentation and stated that a 49ers affiliate, "ManagementCo" will manage the stadium year round and will provide the Stadium Authority will a line of credit of up to \$25 million to cover revenue shortfalls, if any. Payments of the line of credit will be from excess revenue.

He further stated that as protection, the Stadium Authority will have several opportunities to convert the lease to a 12 month triple net lease ("put rights"). After conversion, StadCo will be responsible for all operating expenses of the stadium and all reserves will be applied to outstanding debt. Any remaining debt will be assumed by StadCo or repaid by StadCo either directly or through facility rent. If the put rights are executed, the facility rent would equal the amount of ground rent and participation rent to be paid to the City and any third-party lender debt service, if needed.

The City Manager/Executive Director then reviewed the next steps of the project, if the DBA is approved, which include Stadium Authority consideration of the following actions in the coming months: approval of the final stadium lease, approval of the final development budget and the final financing plan, approval of a non-relocation agreement and approval of a public safety agreement. She then reviewed the staff recommendation for this evening's action items, which included that the Stadium Authority adopt a Resolution to approve the Disposition and Development Agreement (DDA) between the 49ers Stadium, LLC and the Santa Clara Stadium Authority and that the Stadium Authority adopt a Resolution to approve the Joinder of the Santa Clara Stadium Authority in that certain Commitment Letter dated November 4, 2011 and that certain Engagement Letter dated November 4, 2011, the Indemnification Contribution Agreement and the Summary of StadCo Obligations, as part of the preliminary financing plan for construction of the proposed 49ers stadium.

The City Manager/Executive Director, Karen Tiedemann (redevelopment attorney), Mr. Webber, Larry MacNeil (Chief Financial Officer of the 49ers), Gregory Carey (Managing Director of Goldman Sachs) then responded to questions that had been received prior to this evening's meeting.

The following people addressed the Council/Stadium Authority in favor of the proposed San Francisco 49ers stadium: Neil

Struthers (Building Trades Council), Sheri Macdonald, Andy Coan, Karen Pavese, Pat Sausedo (San Jose Silicon Valley Chamber), Dorothy Rosa, James Rowen, Ricci Herro (Local 393 Plumbers), Andrew Ratterman (Santa Clara Unified School District), Justin Marlaire (Silicon Valley Leadership Group), Rob Mezzetti (Joe Montana), David Tobkin (Santa Clara Chamber of Commerce), George Brown (Santa Clara Vanguard), Warren Barry (Local 393), Benjamin Marchanon (IBEW Local 332), Jim Homer (Construction Labor), Myron Von Raesfeld (Santa Clara County Association of Realtors), Miles Barber, John Bitier (Santa Clara Swim Club), Tefesa O'Neill, Larry Stone, Eric Stroker, Bob Ross, Mike Lacey (Carpenters Union), Mr. Norman (Santa Clara Chamber of Commerce), Rudy Carrasco (Plumbers and Steamfitters - UA Local 393), Jake Herro, Steve Van Dorn (Santa Clara Chamber of Commerce & Convention-Visitors Bureau [SCCC-CVB]), Lydia Blair, Mia White, Patty Atherton, Lisa Santillan and Judy Bush.

The following people addressed the Council/Stadium Authority in opposition to the proposed San Francisco 49ers stadium: Bill Bailey (Santa Clara Plays Fair)(provided handout), Nancy Lang (provided handout) and Deborah Bress.

Michael O'Halloran and Van Langston addressed the Council/Stadium Authority with general comments.

With no further public input, MOTION was made by Kolstad, seconded and unanimously carried, that the Council/Stadium Authority close the public hearing.

The City Manager/Executive Director and Mr. Webber responded to questions that arose during public comment.

Mr. Carey then answered Council/Stadium Authority questions.

A Council/Stadium Authority discussion followed.

MOTION was made by Kolstad, seconded and unanimously carried, that, the Stadium Authority adopt Resolution No. 11-16 (STADIUM AUTHORITY) entitled, "A RESOLUTION OF THE SANTA CLARA STADIUM AUTHORITY APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT WITH THE FORTY NINERS STADIUM, LLC AND MAKING CERTAIN FINDINGS RELATED THERETO" which approves the Disposition and Development Agreement (DDA) with the 49ers Stadium, LLC. MOTION was then made by Kolstad, seconded and unanimously carried, that the Stadium Authority adopt Resolution No. 11-17 (STADIUM AUTHORITY) entitled, "A RESOLUTION OF THE SANTA CLARA STADIUM AUTHORITY APPROVING A JOINDER AGREEMENT, AN INDEMNIFICATION CONTRIBUTION AGREEMENT AND THE SUMMARY OF STADCO FINANCING AND MAKING CERTAIN FINDINGS

RELATED THERETO" which approves a Joinder Agreement in that certain Commitment Letter dated November 4, 2011 and that certain Engagement Letter dated November 4, 2011, an Indemnification Contribution Agreement and the Summary of StadCo Obligations as part of the Preliminary Financing Plan for Construction of the Proposed 49ers Stadium.

MOTION was then made by Kolstad, seconded and unanimously carried, that the Council **note and file the Informational Memo** entitled, "**Withdrawal of request** for the consideration to approve or disapprove the proposed **transfer of ownership** of the **Great America Theme Park** lease from the current lessee, Cedar Fair, L.P., to the proposed lessee, JMA Ventures, LLC, or an affiliate of JMA Ventures.

7A.1 MOTION was made by Mahan, seconded and unanimously carried, that, per the Acting Chief of Police's memo (12/02/11), the Council **approve** the allowance for **Captain Michael Sellers** to **exceed** the maximum **vacation accrual into 2012**.

7A.2 MOTION was made by Mahan, seconded and unanimously carried, that, per the Senior Staff Aide's memo (12/01/11), the Council **approve** and **authorize** the publication of the **February 2012 Mission City SCENES**.

7A.3 MOTION was made by Mahan, seconded and unanimously carried, that, per the City Manager's memo (12/02/11), the Council **note and file** the **Departmental Activity Report** for the month of **October 2011**.

7A.4 MOTION was made by Mahan, seconded and unanimously carried, that, per the Director of Electric Utility's memo (10/03/11), the Council **approve** the use of City Electric forces for the installation of facilities at 1745 Walsh Avenue and for one feeder at Walsh Substation.

7A.5 MOTION was made by Mahan, seconded and unanimously carried, that, per the Director of Finance's memo (12/06/11), the Council **accept** the **Monthly Financial Status Reports** for **July 2011** as presented.

7A.6 MOTION was made by Mahan, seconded and unanimously carried, that, per the Director of Finance's memo (12/06/11), the Council **accept** the **Monthly Financial Status Reports** for **August 2011** as presented.

- 7A.7 MOTION was made by Mahan, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (12/06/11), the Council **accept** the work performed by Granite Rock Company dba Pavex Construction Division on South of Forest Neighborhood Street Improvements - Phases II and III and **authorize** the recordation of the Notice of Completion with the County Recorder (CE 09-10-07).
- 7A.8 MOTION was made by Mahan, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (12/06/11), the Council **accept** the public improvements including installation of new driveways, sidewalk, curb and gutter, curb ramp, electric conduits and domestic and reclaimed water services performed by Redwood City Electric for Site 7053, EP 12,823, APN 216-29-109 & 092 located at 2972 Stender Way and **authorize** the recordation of the Notice of Completion with the County Recorder.
- 7A.9 MOTION was made by Mahan, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (12/06/11), the Council **delegate** authority to the City Manager to **approve project related actions** for the property located at 2500 De La Cruz Boulevard from December 14, 2011 to January 10, 2012.
- 7B.1 MOTION was made by Mahan, seconded and unanimously carried, that, per the Director of Public Works/City Engineer's memo (12/06/11), the Council **approve**, and authorize the City Manager to execute, an Agreement and Covenant Running with the Land [Deferment of Public Improvements (Public Sidewalk)] (Along Frontage of Property) with Coresite Coronado Stender, LLC to defer the installation of City standard sidewalk along a portion of 2972 Stender Way and **authorize** the recordation of the Agreement with the County Recorder (APN 216-26-109; SC 18,508).
- 7B.2 MOTION was made by Mahan, seconded and unanimously carried, that, per the Director of Electric Utility's memo (11/28/11), the Council **approve**, and authorize the City Manager to execute, an Agreement for the Performance of Services with Brenntag Pacific, Inc., in an amount not to exceed \$250,000, for bulk chemicals for the Donald Von Raesfeld (DVR) Power Plant.
- 7B.3 MOTION was made by Mahan, seconded and unanimously carried, that, per the Director of Electric Utility's memo (12/01/11), the Council **approve**, and authorize the City Manager to execute, Amendment No. 3 to Call No. 10-1 for Professional Services with Willdan Energy Solutions dba Intergy Corporation, at no additional cost to the City, to extend the term of the Call for the Retrocommissioning of City Facilities Third Party Energy

Efficiency Program through June 30, 2012.

- 7C.1 MOTION was made by Mahan, seconded and unanimously carried,
7C.2 that the Council **note and file** the following Informational Memos:
7C.3 Status Update on the Fiscal Year 2010-11 Audit and Comprehensive
Annual Financial Report (Director of Finance - 12/08/11); 2011
Annual Report/2012 City Calendar (Public Communications Manager -
12/09/11); and Addition of City Attorney Reports as Sub-item to
Closed Session Matters (City Clerk/Auditor - 12/07/11).
- 7D.1 MOTION was made by Mahan, seconded and unanimously carried,
that the Council **note and file** the Minutes of the International
Exchange Commission for the meeting of November 1, 2011.
- 7D.2 MOTION was made by Mahan, seconded and unanimously carried,
that the Council **note and file** the Minutes of the Cultural
Advisory Commission for the meeting of November 7, 2011.
- 8A. PUBLIC HEARING: The Mayor declared the public hearing for
consideration of the adoption of a Resolution approving the
issuance by the California Statewide Communities Development
Authority (CA Communities) of Multi-Family Housing Revenue Bonds
for the 2525 El Camino Real Senior Apartment Project. The City
Manager reviewed the Housing and Community Services Division
Manager's memo (12/02/11). With no public input, MOTION was made
by Mahan, seconded and unanimously carried, that the Council **close**
the public hearing. MOTION was then made by Mahan, seconded and
unanimously carried, that the Council **adopt** Resolution No. 11-
7895 entitled, "A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA, APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE
COMMUNITIES DEVELOPMENT AUTHORITY OF MULTI-FAMILY HOUSING REVENUE
BONDS FOR THE 2525 EL CAMINO REAL SENIOR APARTMENTS" which
approves the issuance by California Statewide Communities
Development Authority of Multi-Family Housing Revenue Bonds for
the 2525 El Camino Real Senior Apartments Project.
- 9A. PUBLIC HEARING: The Mayor declared the public hearing open
for consideration of the request for a Special Permit from Lee
Ganey to allow the operation of Special Food Services Sales
for business clientele and to-go customers at 4272 Davis Street.
The City Manager introduced the item and the Director of Planning
and Inspection reviewed his memo (12/01/11) and addressed the
Council with an electronic presentation which provided site plans,
an overview of the applicant's request and zoning information
surrounding the property. Staff is recommending to deny the
Special Permit request since the operation of Special Food
Services Sales does not conform to the current General Plan land
use designation of Neighborhood Mixed Use. The appropriate
process for the proposed use of the property would be a rezoning

of the property rather than a Special Permit. The Director of Planning and Inspection answered Council questions. Lee Ganey, applicant, addressed the Council with an electronic presentation outlining his request. Mr. Ganey then answered Council questions. **MOTION** was made by Mahan and seconded that the Council **approve** the request for a Special Permit from Lee Ganey to allow the operation of Special Food Services Sales for business clientele and to-go customers for a period not to exceed 2 years with the following provisions: sales would operate from 10:30 am - 8:30 pm, Monday through Saturday; three tables with 6 chairs each; operation of one mobile unit to conduct food service sales at any given time; the applicant begins the process for the rezoning of the property and that the issue return to Council for review in 6 months. The motion **failed** to pass with Matthews, Kolstad, Moore and Gillmor dissenting. The Director of Planning and Inspection answered Council questions. **MOTION** was made by Kolstad, seconded and carried with Kennedy and Mahan dissenting, that the Council **approve** staff recommendation to **deny** the **Special Permit request** from **Lee Ganey** to allow the operation of **Special Food Services Sales** for business clientele and to-go customers at **4272 Davis Street** (PLN2011-08923).

10A. **MOTION** was made by Mahan, seconded and unanimously carried, that, per the Director of Public Work's/City Engineer's memo (12/06/11), the Council **award** the contract for the **Removal of Barriers to the Physically Challenged Fiscal Year 2011-12 project to Weber Tractor Service**, in the amount of \$152,190, and **authorize** the City Manager to execute change orders up to 45% of the contract price or an amount not to exceed \$68,486 (CE 11-12-08).

13. Under Public Presentations, Chris Stampolis addressed the Council (provided handout) with a request for the Council to become involved with the San Jose/Silicon Valley 2020 project.

Fire Chief Phil Kleinheinz addressed the Council with comments regarding his retirement after 40 years of service to the City. He thanked the Council for its support through the years and acknowledged City employees and the City Manager and her executive team.

14A. The Council proceeded to consider the **reduction in furlough hours** for the **December 2011 to December 2012 Memorandum of Understanding (MOU)** year for the following Bargaining Units, 24 hours: Unit #4 - City of Santa Clara Professional Engineers; Unit #5,7,8 - City of Santa Clara Employees Association; Unit #6 - American Federation of State, County and Municipal Employees (AFSCME) Local 101; Unit #9 - Miscellaneous Unclassified Management Employees; Unit #2 - Santa Clara Police Officer's

Association and Unit #9A - Unclassified Police Management Employees; 48 hours: Unit #9B Unclassified Fire Management - Suppression/Shift Employees; 24 hours: Unit #9B Non-shift Fire Management and 48 hours for Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171. The City Manager reviewed her memo (12/08/11). At the end of calendar year 2010 and the beginning of calendar year 2011, the above mentioned City bargaining units agreed to economic concessions due to the City's budget challenges. Each of these groups agreed to 96 unpaid furlough hours as part of the concession agreements for the December 2010 - December 2011 Memorandum of Understanding (MOU) year, with the exception of Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171 and Unit #9B - shift employees in the Unclassified Fire Management Employees, which agreed to 144 furlough hours, due to the fact that they work more hours per year. Consistent with the City's obligation under the "trigger language" in the MOUs, the City met with the bargaining units whose concession agreements/MOUs included furloughs. The City has decided and agreed, based on the sacrifices made last year by the bargaining units as well as the City's interest in improving services to the extent possible with the continued challenging financial situation, to reduce the number of furlough hours for the December 25, 2011 - December 24, 2012 MOU year for the above mentioned bargaining units. Council comments were made. **MOTION** was made by McLeod, seconded and unanimously carried, that the Council **approve** the December 2011 to December 2012 Memorandum of Understanding (MOU) year for the following Bargaining Units, 24 hours: Unit #4 - City of Santa Clara Professional Engineers; Unit #5,7,8 - City of Santa Clara Employees Association; Unit #6 - American Federation of State, County and Municipal Employees (AFSCME) Local 101; Unit #9 - Miscellaneous Unclassified Management Employees; Unit #2 - Santa Clara Police Officer's Association and Unit #9A - Unclassified Police Management Employees; 48 hours: Suppression/Shift Employees Unit #9B - Unclassified Fire Management Employees and 24 hours: non-shift (40 hours per week employees) Unit #9B - Unclassified Fire Management Employees and 48 hours: Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171.

15. **MOTION** was made by Kennedy, seconded and unanimously carried, that the Council **approve** the **Bills and Claims** and **Progress Payments**.

18. The City Attorney reported that earlier in the evening the Council met at 5:30 pm for a Closed Session in the Council Conference Room for a Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-43-051; APN 104-43-052; APN 104-43-030; APN 104-42-014; and APN 104-

42-019; Negotiating Party(ies): Cedar Fair and the San Francisco 49ers; City Negotiator: Jennifer Sparacino, City Manager (or her designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) and that there was no reportable action and for a Conference with Agency Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Jennifer Sparacino, City Manager (or her designee); Employee Organization(s): Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171; Unit #2 - Santa Clara Police Officer's Association; Unit #3 - International Brotherhood of Electrical Workers (IBEW) Local 1245; Unit #4 - City of Santa Clara Professional Engineers; Units #5, 7 & 8 - City of Santa Clara Employees Association; Unit #6 - American Federation of State, County and Municipal Employees (AFSCME) Local 101; Unit #9 - Miscellaneous Unclassified Management Employees; Unit #9A - Unclassified Police Management Employees; Unit #9B - Unclassified Fire Management Employees; Unit #10 - Public Safety Non-Sworn Employees Association (PSNSEA) and that there was no reportable action. The Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-43-030; Negotiating Party(ies): Santa Clara Stadium Authority and the San Francisco 49ers; City Negotiator: Jennifer Sparacino, City Manager (or her designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment) was not held.

- 18A. MOTION was made by Moore, seconded and unanimously carried, that per the per the City Attorney's memo (12/07/11), the Council set January 10, 2012 at 5:30 pm for a Closed Session in the Council Conference Room for a Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-43-051; APN 104-43-052; APN 104-43-030; APN 104-42-014; and APN 104-42-019; Negotiating Party(ies): Cedar Fair and the San Francisco 49ers; City Negotiator: Jennifer Sparacino, City Manager (or her designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); a Conference with Real Property Negotiator pursuant to Government Code Section 54956.8; Property: APN 104-43-030; Negotiating Party(ies): Santa Clara Stadium Authority and the San Francisco 49ers; City Negotiator: Jennifer Sparacino, City Manager (or her designee); Under Negotiation: Purchase/Sale/Exchange/Lease of Real Property (provisions, price and terms of payment); and for a Conference with Agency Labor Negotiator pursuant to Government Code Section 54957.6; City Negotiator: Jennifer Sparacino, City Manager (or her designee); Employee Organization(s): Unit #1 - Santa Clara Firefighters Association, IAFF, Local 1171; Unit #2 - Santa Clara Police Officer's Association; Unit #3 - International Brotherhood of

Electrical Workers (IBEW) Local 1245; Unit #4 - City of Santa Clara Professional Engineers; Units #5, 7 & 8 - City of Santa Clara Employees Association; Unit #6 - American Federation of State, County and Municipal Employees (AFSCME) Local 101; Unit #9 - Miscellaneous Unclassified Management Employees; Unit #9A - Unclassified Police Management Employees; Unit #9B - Unclassified Fire Management Employees; Unit #10 - Public Safety Non-Sworn Employees Association (PSNSEA).

- 19A. MOTION was made by McLeod, seconded and unanimously carried, that there being no further business, the meeting was adjourned at 10:38 pm **In Memory** of **Richard H. Bartels** (long time Santa Clara resident) to Tuesday evening, January 10, 2012 at 5:30 pm for a Closed Session in the Council Conference Room, 6:00 pm for interviews to fill vacancies on the Historical and Landmarks Commission and the International Exchange Commission in the lobby reception area adjacent to the City Clerk's Office and to 7:00 pm for the regular scheduled meeting in the City Hall Council Chambers.

ATTEST: _____

City Clerk

APPROVE: _____

Mayor

Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]

Sent: Friday, January 20, 2012 10:40 PM

To: Teresa O'Neill; nadeem@drnadeem.com; Eric Stroker; larrys@scualum.com; Mayor and Council; Jennifer Sparacino; City Attorney; khardyca@comcast.net

Cc: stadiumfacts@yahoo.com; scpfinfo@gmail.com; Alan Eft

<http://www.sftreasureisland.org/modules/showdocument.aspx?documentid=880>

If a dda is a development agreement, then why is the treasure island project requiring both as separate documents?

AGENDA ITEM 3
Treasure Island Redevelopment Authority
City and County of San Francisco
Special Meeting of August 29, 2011

Subject: Resolution Approving the Enforceable Obligation Payment Schedule for the
Treasure Island Redevelopment Authority pursuant to Assembly Bill No. 1X26

Contact Mirian Saez, Director of Operations
Phone (415) 274-0669

BACKGROUND

Since the closure of former Naval Station Treasure Island (the "Base") in 1997, the Authority had been planning to adopt a redevelopment plan under California Community Redevelopment Law ("CRL") for the development and conversion of the Base as a redevelopment project area using redevelopment tax increment financing to help pay for affordable housing and public infrastructure improvements on the Base. Earlier this year the Governor proposed dissolving redevelopment agencies as part of his budget plan for the 2011-2012 fiscal year. In light of this development, the Authority and Treasure Island Community Development, LLC ("TICD"), the master developer for the Base selected by the Authority, decided to shift to a plan capturing property tax increment through infrastructure financing districts instead of using redevelopment powers under CRL.

In June 2011, consistent with the plan to use infrastructure financing districts rather than redevelopment powers to convert the Base, the Authority Board of Directors and the Board of Supervisors approved a Development Agreement, a Disposition and Development Agreement ("DDA") and other project approvals that did not include adoption of a redevelopment plan or creation of a redevelopment project area for the Base. On June 28, 2011, the Authority and TICD executed the Development Agreement and the DDA. Although the Authority continues to exist as a redevelopment agency under the terms of the Treasure Island Conversion Act (AB 699) and Board of Supervisors Resolution 43-98 designating the Authority as a redevelopment agency, the Authority is not now exercising any of its redevelopment powers.

In that same month, as part of a special session that the Governor called to address the State's fiscal emergency and as trailers to the State's budget bill for the 2011-2012 fiscal year, the California Legislature adopted and the Governor signed two companion bills relating to redevelopment, which amended the CRL to drastically restrict the exercise of redevelopment powers throughout the State. On June 28, 2011, the Governor approved the bills, on June 29, 2011, the Secretary of State chaptered those bills, and on June 30, 2011, the Governor signed the State budget bill. By their terms, the companion redevelopment bills became effective immediately because they related to the budget bill.

The first redevelopment bill, AB 26, immediately suspends most new activities of redevelopment agencies with the exceptions of making payments due, enforcing covenants and performing obligations under bonds and other enforceable obligations (the "moratorium on new redevelopment activities"). AB 26 dissolves all redevelopment agencies in the State as of

October 1, 2011 (subject to certain extensions), designates successor agencies, preserves assets for the benefit of taxing entities and winds up the affairs of former redevelopment agencies. AB 26 also subjects the successor agencies' performance of their duties under AB 26 to supervision by newly established oversight boards, which are separate from the local legislative bodies.

AB 26 expressly requires that within 60 days of the effective date of the bill, a redevelopment agency must adopt at a public meeting an "Enforceable Obligation Payment Schedule" ("EOPS") that lists enforceable obligations under which the agency has an obligation to pay money through December 2011, and prohibits the redevelopment agency from making payments after the end of such 60-day period unless it has adopted an EOPS. AB 26 also requires agencies to prepare an Initial Recognized Payment Obligation Schedule based on the approved EOPS.

While the Authority continues to exist as a redevelopment agency, the Authority has *not* exercised its redevelopment powers because the Base is not located in a redevelopment project area and as a result does not produce any redevelopment tax increment. Since the Authority has not been—and is not now—exercising any redevelopment powers, the Authority has not been—and is not now—subject to the moratorium AB 26 places on new redevelopment activities of redevelopment agencies.

The second redevelopment bill, AB 27, allows communities to provide for existing redevelopment agencies to continue to exist and operate within those communities, despite AB 26, if before the agency dissolution date the local legislative body enacts an ordinance to comply with AB 27, including the requirement for the community to make specified payments each year for the benefit of the local school district and other taxing entities.

Consistent with AB 27, on August 2, 2011, the Board of Supervisors passed and on August 3, 2011 the Mayor signed Resolution No. 350-11, expressing the non-binding intent of the City to continue redevelopment activities in San Francisco, including preserving the ability of the Authority to exercise redevelopment powers over the Base in the future should it become appropriate to do so.

On July 18, 2011, the California Redevelopment Association, League of California Cities, and certain other parties filed a petition for writ of mandate and an application for temporary stay in the Supreme Court of the State of California, challenging the constitutionality of AB 26 and AB 27. On August 11, 2011, the California Supreme Court issued an order agreeing to decide the case and granted a partial stay, including a stay of all of AB 27 and all of AB 26 except the provisions of AB 26 that imposed the moratorium on new redevelopment activities, and seemed to include in the scope of the stay the provisions of AB 26 that required the adoption of the EOPS. On August 17, 2011, the California Supreme Court significantly modified its August 11, 2011 order regarding the scope of the stay to exclude the provisions of AB 26 that required adopting the EOPS, thus reviving the requirement that agencies adopt EOPS.

Because the Base is not producing any redevelopment property tax increment and the Authority is not exercising redevelopment powers, it is not clear whether the requirement to adopt an EOPS applies to the Authority. But, out of an abundance of caution, staff recommends that the Authority adopt an EOPS consistent with Board of Supervisors Resolution No. 350-11 under which the Authority would preserve the ability to exercise redevelopment powers in the future should it become appropriate to do so to convert the Base. Authority staff has prepared an EOPS attached to the resolution accompanying this Staff Summary that fulfills the requirements of AB 26.

AB 26 provides for six possible categories of enforceable obligations. Those categories are: 1) Bonds; 2) Loans or Moneys Borrowed by Agency; 3) Payments to Government Entities or Agency Employees; 4) Judgments and Settlements; 5) Agreements or Contracts; and, 6) Agreements for Agency Operations. The Authority's obligations fall under categories 3, 5 and 6, and consist primarily of work orders, purchase orders, and personal services contracts. The Authority's obligations also include the executed documents related to the development of Treasure Island/ Yerba Buena Island, including the DDA and the Treasure Island Homeless Development Initiative Agreement. The total of enforceable obligations for the Authority is \$572,540,293.00.

RECOMMENDATION

Staff recommends adoption of the Resolution Approving the Enforceable Obligation Payment Schedule for the Treasure Island Development Authority pursuant to Assembly Bill No. 1X26

EXHIBITS

Resolution Approving the Enforceable Obligation Payment Schedule for the Treasure Island Development Authority pursuant to Assembly Bill No. 1X26.

Prepared by _____
For Miriam Saez, Director of Island Operations

Type of Obligation (1)	Project Area	Project Name	Payee	Description	Outstanding Amount (As of August 27)	Outstanding Amount (As of August 27)				Estimated Remaining Balance (As of January 1)	Contract Amount
						Sept	Oct	Nov	Dec		
6	N/A	Travel Costs	TIDA Employees	Admin Costs	\$ 1,625.00	\$ 1,625.00	\$ 1,625.00	\$ 1,625.00	\$ 13,000.00	\$ 10,500.00	
6	N/A	Training costs	TIDA Employees	Admin Costs	\$ 941.00	\$ 941.00	\$ 941.00	\$ 941.00	\$ 7,538.00	\$ 11,300.00	
6	N/A	Local Field Exp.	TIDA Employees	Admin Costs	\$ 104.17	\$ 104.17	\$ 104.17	\$ 104.17	\$ 833.23	\$ 1,250.00	
6	N/A	Membership Fees	City of San Francisco	Admin Costs	\$ 225.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 1,800.00	\$ 2,700.00	
6	N/A	Promotional and Marketing Expense	Daily Journal Corporation, McCune Audio Visual Lighting, Pacific Brokerage, Spotlight Promotions, Wine Valley Catering, East Beverage Catering, Borden Decal	Purchase Orders	\$ 500.14	\$ 7,625.00	\$ 7,625.00	\$ 7,625.00	\$ 7,625.00	\$ 61,000.00	\$ 91,500.00
6	N/A	Delivery and Postage	Professional Messengers	Purchase Orders	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 1,666.67	\$ 13,333.33	\$ 20,000.00	
6	N/A	Office Rentals and Leased Equipment	Ricoh - Reproduction Store	Service Contract	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00	\$ 1,850.00	\$ 14,800.00	\$ 22,200.00	
6	N/A	Materials and Supplies	Gainger, Give Something Back LLC, Laserink International Inc., Linda Yffels, The Lignure, Staples Inc & Subsidiaries	Purchase Orders	\$ 2,788.33	\$ 2,788.33	\$ 2,788.33	\$ 2,788.33	\$ 22,306.67	\$ 33,460.00	
6	N/A	Other Administrative Expenses	Mali Finance Inc, Oba Neopost Leasing, Staff Reimbursements, AT&T, SF Chronicle, Trophy Masters, US Pure Water Corp, Agurto Corporation cba Pestac	Purchase Orders	\$ 4,708.33	\$ 4,708.33	\$ 4,708.33	\$ 4,708.33	\$ 37,666.67	\$ 50,500.00	
5	N/A	On Island Boys and Girls Club House	Treasure Island Boys and Girls Club	Service Contract	\$ 11,083.33	\$ 11,083.33	\$ 11,083.33	\$ 11,083.33	\$ 89,888.67	\$ 123,000.00	
5	N/A	Childcare Facility	Catholic Charities	Service Contract	\$ 4,333.33	\$ 4,333.33	\$ 4,333.33	\$ 4,333.33	\$ 34,666.67	\$ 52,000.00	
5	N/A	Homeless Development Initiative Program	Treasure Island Homelessness Development Initiative	Service Contract	\$ 13,083.33	\$ 13,083.33	\$ 13,083.33	\$ 13,083.33	\$ 104,886.67	\$ 157,000.00	
5	N/A	On Island Gym	YMCA	Service Contract	\$ 11,875.00	\$ 11,875.00	\$ 11,875.00	\$ 11,875.00	\$ 95,000.00	\$ 142,500.00	
6	N/A	Waste Salvage	Parker Diving Service	Admin Costs	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 20,000.00	\$ 30,000.00	
6	N/A	Public Art and Preservation	Atthove Fine Art Services	Admin Costs	\$ 3,083.33	\$ 3,083.33	\$ 3,083.33	\$ 3,083.33	\$ 24,666.67	\$ 37,000.00	
5	N/A	Trash Disposal	Recology Golden Gate	Contract	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 50,000.00	\$ 75,000.00	
5	N/A	Janitorial Services	Toolworks Janitorial Services	Service Contract	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 80,000.00	\$ 120,000.00	
5	N/A	Landscape Maintenance	Rubicon Enterprises Inc.	Service Contract	\$ 55,083.33	\$ 55,083.33	\$ 55,083.33	\$ 55,083.33	\$ 440,886.67	\$ 661,000.00	
5	N/A	Public Safety and Security Services	Universal Protection Services	Purchase Orders	\$ 6,375.00	\$ 6,375.00	\$ 6,375.00	\$ 6,375.00	\$ 51,000.00	\$ 76,500.00	
6	N/A	TIDA Director's Liability Insurance	City of San Francisco Risk Manager	Work Order	\$ 7,570.83	\$ 7,570.83	\$ 7,570.83	\$ 7,570.83	\$ 60,566.67	\$ 90,850.00	
6	N/A	Other Professional Services	Fer West Sanitation & Storage Inc., Tri California Events	Purchase Orders	\$ 7,886.67	\$ 7,886.67	\$ 7,886.67	\$ 7,886.67	\$ 61,333.33	\$ 92,000.00	
6	N/A	Parking and Traffic Service	San Francisco Municipal Transportation Agency	Work Order	\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67	\$ 5,333.33	\$ 8,000.00	
6	N/A	Telecommunication Services	Department of Technology	Work Order	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 26,666.67	\$ 40,000.00	

6	N/A	Insurance Consulting	Risk Management Insurance Consulting	Admin Costs	\$ 8,237.50	\$ 8,237.50	\$ 8,237.50	\$ 8,237.50	\$ 65,900.00	\$ 98,850.00
3	N/A	Island Operations and Project Staff Payroll	General Services Agency	Memorandum of Agreement	\$ 155,242.25	\$ 155,242.25	\$ 155,242.25	\$ 155,242.25	\$ 1,241,936.00	\$ 1,862,907.00
5	N/A	Island Operations Legal Services	City Attorney's Office	Work Order	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 10,416.67	\$ 83,333.33	\$ 125,000.00
6	N/A	Human Resources	City of San Francisco/ GSA	Work Order	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 3,000.00
6	N/A	Auto Maintenance	Department of Public Works	Work Order	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 2,333.33	\$ 3,500.00
6	N/A	Fuel Stock	Department of Public Works	Work Order	\$ 291.67	\$ 291.67	\$ 291.67	\$ 291.67	\$ 2,333.33	\$ 3,500.00
6	N/A	Reproduction Services	City of San Francisco/ GSA	Work Order	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 4,000.00	\$ 6,000.00
6	N/A	Utilities Services / MOU for outstanding Utilities Charges	Public Utilities Commission	Contract	\$ 83,166.67	\$ 83,166.67	\$ 83,166.67	\$ 83,166.67	\$ 2,693,724.33	\$ 3,020,391.00
6	N/A	Building Repair	Department of Public Works	Work Order	\$ 65,546.67	\$ 65,546.67	\$ 65,546.67	\$ 65,546.67	\$ 524,373.33	\$ 786,560.00
6	N/A	Street Environmental Services	Department of Public Works	Work Order	\$ 17,372.50	\$ 17,372.50	\$ 17,372.50	\$ 17,372.50	\$ 138,980.00	\$ 208,470.00
6	N/A	Street and Sewer Repair Services	Department of Public Works	Work Order	\$ 6,688.75	\$ 6,688.75	\$ 6,688.75	\$ 6,688.75	\$ 53,510.00	\$ 80,265.00
6	N/A	Urban Forestry Services	Department of Public Works	Work Order	\$ 13,333.33	\$ 13,333.33	\$ 13,333.33	\$ 13,333.33	\$ 106,666.67	\$ 160,000.00
6	N/A	Facilities Management Services	Department of Real Estate	Work Order	\$ 2,672.67	\$ 2,672.67	\$ 2,672.67	\$ 2,672.67	\$ 21,381.33	\$ 32,072.00
6	N/A	Public Safety Services	San Francisco Police Department	Work Order	\$ 5,886.00	\$ 5,886.00	\$ 5,886.00	\$ 5,886.00	\$ 47,096.00	\$ 70,632.00
6	N/A	Facilities Management	As needed management services	Purchase Orders	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 16,666.67	\$ 133,333.33	\$ 200,000.00
6	N/A	Capital Improvement Projects	AAA Flag & Banner Mfg Co. Inc., Ace Drilling & Excavation, Canning Electric Inc., Clear Channel, Madden Plumbing and Fire Protection, Paul McKenna Construction, W. Wong Construction, Design Space Modular Buildings Inc.	Purchase Orders	\$ 36,250.00	\$ 36,250.00	\$ 36,250.00	\$ 36,250.00	\$ 290,000.00	\$ 435,000.00
6	N/A	Technology/Software	As needed technology supplies	Purchase Orders	\$ 416.00	\$ 416.00	\$ 416.00	\$ 416.00	\$ 3,336.00	\$ 5,000.00
3	N/A	State Lands staff reimbursement for work performed on TI	State Lands Commission	Reimbursement Agreement	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ 30,000.00
5	N/A	Environmental services	AMEC Geomatrix	Contract	\$ 22,028.55	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 588,483.45
5	N/A	Urban design consulting services	SERA Architects	Contract	\$ 1,442.50	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
5	N/A	Financial services and analysis	Economic Planning systems	Contract	\$ 23,071.50	\$ 4,166.00	\$ 4,166.00	\$ 4,166.00	\$ 43,251.50	\$ 515,500.00
5	N/A	Infrastructure peer review	URS	Contract	\$ 5,248.07	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
5	N/A	Stormwater Discharge Fees	Engoo	Contract	\$ 4,729.17	\$ 4,729.17	\$ 4,729.17	\$ 4,729.17	\$ 56,750.00	\$ 56,750.00
5	N/A	Redevelopment consulting services	Saital	Contract	\$ 833.33	\$ 833.33	\$ 833.33	\$ 833.33	\$ 100,000.00	\$ 100,000.00

6	N/A	City staff reimbursement for work performed on TI Development Project	OEWD	Work Order	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 110,000.00	\$ 150,000.00
5	N/A	Legal Services for TI Development Project	City Attorney's Office	Work Order	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 780,000.00	\$ 1,180,000.00
6	N/A	City staff reimbursement for work performed on TI Development Project	Planning Department	Interagency Cooperative Agreement	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 17,000.00	\$ 25,000.00
6	N/A	City staff reimbursement for work performed on TI Development Project	Public Utilities Commission	Interagency Cooperative Agreement	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 6,250.00	\$ 50,000.00	\$ 75,000.00
6	N/A	City staff reimbursement for work performed on TI Development Project	San Francisco Municipal Transportation Agency	Interagency Cooperative Agreement	\$ 2,083.00	\$ 2,083.00	\$ 2,083.00	\$ 2,083.00	\$ 16,664.00	\$ 25,000.00
5	N/A	THDI Agreement	Treasure Island Homeless Development Initiative	Contract	\$ -	\$ -	\$ -	\$ -	\$ 82,321,207.00	\$ 82,321,207.00
5	N/A	MOU regarding YBI ramps project	San Francisco County Transportation Authority	Contract	\$ -	\$ -	\$ -	\$ -	\$ 18,830,000.00	\$ 18,830,000.00
5	N/A	Solis contract	DA McCosker Construction	Contract	\$ -	\$ -	\$ -	\$ -	\$ 980,000.00	\$ 980,000.00
5	N/A	MOU for funding for submarine cable	Public Utilities Commission	Contract	\$ -	\$ -	\$ -	\$ -	\$ 5,438,059.00	\$ 5,438,059.00
5	N/A	DDA	Treasure Island Community Development, LLC	DDA	\$ -	\$ -	\$ -	\$ -	\$ 451,734,370.00	\$ 451,734,370.00

TOTALS \$ 67,280.76 \$ 754,728.17 \$ 822,018.83 \$ 739,728.17 \$ 739,728.17 \$ 567,785,525.28 \$ 572,540,283.00

- Key:
1. Bonds
2. Loans or Monies Borrowed by Agency
3. Payments to gov't entities; to Agency employees
4. Judgments and settlements
5. Agreements or contracts
6. Agreements for Agency operations

1 WHEREAS, in early 2000, the Authority initiated a master developer selection process,
2 culminating in the selection of Treasure Island Community Development, LLC ("TICD") for the
3 reuse and development of the Base; and,
4 WHEREAS, for about a decade, the Authority, the City and TICD had been planning
5 for the development and conversion of the Base as a redevelopment project area to use
6 redevelopment tax increment financing to help pay for affordable housing and public
7 infrastructure improvements on the Base, but this Spring, after the Governor proposed
8 dissolving redevelopment agencies as part of his budget plan for the 2011-2012 fiscal year,
9 the Authority and the City, in negotiation with TICD, decided to shift to a plan capturing
10 property tax increment through infrastructure financing districts instead of using
11 redevelopment powers; and,
12 WHEREAS, in June 2011, consistent with the plan for the Authority to use
13 infrastructure financing districts rather than redevelopment powers to convert the Base, the
14 Board, by unanimous vote, and the Mayor approved a development plan, including zoning
15 changes, a disposition and development agreement with TICD and related agreements, and
16 that development plan did not include adoption of a redevelopment project area for the Base;
17 and,
18 WHEREAS, under these approvals, on June 28 2011, the Authority and TICD entered
19 into a binding disposition and development agreement for the conversion of the Base (the
20 "Disposition and Development Agreement"); and,
21 WHEREAS, in June 2011, as part of a special session that the Governor called to
22 address the State's fiscal emergency and as trailers to the State's budget bill for the 2011-
23 2012 fiscal year, the California Legislature adopted and the Governor signed two companion
24 bills relating to redevelopment, which amended the CRL, to drastically restrict the exercise of
25 redevelopment powers throughout the State. On June 28, 2011, the Governor approved the

1 [Enforceable Obligation Payment Schedule]
2 **Resolution Approving the Enforceable Obligation Payment Schedule for the Treasure**
3 **Island Development Authority pursuant to Assembly Bill No. 1X26.**
4 WHEREAS, Naval Station Treasure Island is a former military base located on
5 Treasure Island and Yerba Buena Island (together, the "Base"), which was selected for
6 closure and disposition by the Base Realignment and Closure Commission in 1993, acting
7 under Public Law 101-510, and its subsequent amendments; and,
8 WHEREAS, under the authority granted by Board of Supervisors (the "Board") under
9 Board Resolution No. 380-97, the Mayor's Treasure Island Project established the Treasure
10 Island Development Authority (the "Authority") as a non-profit public benefit corporation to act
11 as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse
12 and conversion of the Base for the public interest, convenience, welfare and common benefit
13 of the inhabitants of the City and County of San Francisco; and,
14 WHEREAS, The Board also designated the Authority as having the powers of a
15 redevelopment agency ("redevelopment powers") under the California Community
16 Redevelopment Law, California Health and Safety Code section 33000 et. seq. (the "CRL"),
17 as allowed by the Treasure Island Conversion Act of 1997, which amended Section 33492.5
18 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the
19 Statutes of 1968 (the "Conversion Act"); and,
20 WHEREAS, Consistent with the Board's approvals and the Conversion Act, the
21 Authority has been and continues to be responsible for overseeing interim uses of the Base
22 and plans for the conversion and development of the Base, and acting as the local reuse
23 authority for purposes of federal base closure law; and,
24
25

1 bills, on June 29, 2011, the Secretary of State chaptered those bills, and on June 30, 2011,
2 the Governor signed the State budget bill. By their terms, the companion redevelopment bills
3 became effective immediately because they related to the budget bill; and,
4 WHEREAS, The first redevelopment bill, Assembly Bill No. 1X 26 (Chapter 5, Statutes
5 of 2011-12, First Extraordinary Session) ("AB 26"), immediately suspends most new activities
6 of redevelopment agencies except for making payments due, enforcing covenants and
7 performing its obligations under bonds and other enforceable obligations (the "moratorium on
8 new redevelopment activities"). AB 26 dissolves all redevelopment agencies in the State as
9 of October 1, 2011 (subject to certain extensions), designates successor agencies, and
10 preserves assets for the benefit of taxing entities and winds up the affairs of former
11 redevelopment agencies. AB 26 also subjects the successor agencies' performance of their
12 duties under AB 26 to supervision by newly established oversight boards, which are separate
13 from the local legislative bodies; and,
14 WHEREAS, AB 26 requires that within 60 days of the effective date of the bill, a
15 redevelopment agency must at a public meeting adopt an "Enforceable Obligation Payment
16 Schedule" ("EOPS") that lists enforceable obligations, as defined in AB 26, under which the
17 agency has an obligation to pay money through December 2011, prohibits the redevelopment
18 agency from making payments after the end of such 60-day period unless it has adopted an
19 EOPS, and requires agencies to prepare an initial recognized payment obligation schedule
20 based on the approved EOPS ("IRPOS"); and,

21 WHEREAS, Since AB 26 became law, the Authority has *not* been using its
22 redevelopment powers because the Base is not located in a redevelopment project area and
23 as a result does not produce any redevelopment tax increment; and,
24 WHEREAS, The second redevelopment bill, Assembly Bill No. 1X 27 (Chapter 6,
25 Statutes of 2011-12, First Extraordinary Session) ("AB 27"), allows communities such as the

1 City to provide for existing redevelopment agencies to continue to exist and operate within
2 those communities, despite AB 26, if before the agency dissolution date the local legislative
3 body enacts an ordinance to comply with AB 27, including the requirement for the community
4 to make specified payments each year for the benefit of the local school district and other
5 taxing entities; and,

6 WHEREAS, Since the Authority has not been—and is not now—exercising any
7 redevelopment powers, it has not been—and is not now—subject to the moratorium AB 26
8 places on new redevelopment activities of redevelopment agencies; and,
9 WHEREAS, Consistent with AB 27, on August 2, 2011, the Board passed and on
10 August 3, 2011 the Mayor signed Resolution No. 350-11, expressing the non-binding intent of
11 the City to continue redevelopment activities in San Francisco, including preserving the ability
12 of the Authority to exercise redevelopment powers over the Base in the future should it
13 become appropriate to do so, and subject to all required later approvals; and,

14 WHEREAS, In Resolution No. 350-11, the Board adopted findings making clear that
15 the Authority is not now exercising redevelopment powers in connection with the development
16 of the Base and has not exercised such powers since the adoption of AB 26 and that as a
17 result the Authority is not subject to the restrictions AB 26 places on redevelopment activities;
18 and also that the Authority may proceed with its day-to-day operation, including but not limited
19 to the interim subleasing property to generate revenue to offset the costs of managing the
20 Base and performing its rights and obligations under the disposition and development
21 agreement. Further, the findings make clear that the Board did not intend to affect the
22 Authority's status as the Local Reuse Authority for the Base or the tidelands trust trustee for
23 the portions of the Base subject to the trust, nor any of the other non-redevelopment powers
24 or non-development authority that the City has granted to the Authority and that the Authority
25 has under its articles, bylaws, and other applicable instruments and laws; and,

1 WHEREAS, On July 18, 2011, the California Redevelopment Association, League of
2 California Cities, and certain other parties filed a petition for writ of mandate and an
3 application for temporary stay in the Supreme Court of the State of California, challenging the
4 constitutionality of AB 26 and AB 27 and seeking approval of the Court to accept original
5 jurisdiction over the case, *California Redevelopment Association v. Matosantos*, No. S194861
6 (the "Action"); and,

7 WHEREAS, On August 11, 2011, the California Supreme Court issued an order
8 agreeing to decide the Action and granting a partial stay, including a stay of all of AB 27 and
9 all of AB 26 except the provisions of AB 26 that imposed the moratorium on new
10 redevelopment activities, and seemingly including in the scope of the stay the provisions of
11 AB 26 that required the adoption of the EOPS; and,

12 WHEREAS, On August 17, 2011, the California Supreme Court significantly modified
13 its August 11, 2011 order regarding the scope of the stay to exclude the provisions of AB 26
14 that required adopting the EOPS, thus reviving the requirement that agencies adopt EOPS;
15 and,

16 WHEREAS, Subject to approval of this resolution by the Authority Board of Directors,
17 on August 29, 2011, the Director of Island Operations (the "Director") approved the EOPS
18 dated as of 8/26, 2011, a copy of which is attached to this resolution as Exhibit A
19 and incorporated by reference in this resolution, and the Director posted the EOPS on the
20 Authority's website; and,

21 WHEREAS, Because the Base is not producing any redevelopment property tax
22 increment and the Authority is not exercising redevelopment powers, it is not clear whether
23 the requirement to adopt an EOPS applies to the Authority, but, as a matter of caution, the
24 Authority wishes to do so consistent with Board Resolution No. 350-11 under which the Board
25 and the Authority wish to preserve the ability of the Authority to exercise redevelopment

1 powers in the future should it become appropriate to do so to convert the Base; now,
2 therefore; be it

3 RESOLVED, That based on the findings set forth above, and consistent with Section
4 34169(g)(1) of the CRL, added by AB 26, and the modified order that the California Supreme
5 Court issued on August 17, 2011 relating to the Action, the Authority hereby approves the
6 EOPS; and, be it,

7 FURTHER RESOLVED, That the Director shall transmit the EOPS and post the EOPS
8 on the Authority's website in accordance with Section 34169(g)(1); and, be it

9 FURTHER RESOLVED, That the Director shall prepare an IRPOS, based on the
10 EOPS, in accordance with Section 34169(h) of the CRL, as added by AB 26; and, be it

11 FURTHER RESOLVED, That all actions of the Director in furtherance of adopting the
12 EOPS and satisfying any related requirements of AB 26 that apply to the Authority are hereby
13 approved and ratified.

14
15
16 CERTIFICATE OF SECRETARY

17 I hereby certify that I am the duly elected Secretary of the Treasure Island
18 Development Authority, a California nonprofit public benefit corporation, and that the
19 above Resolution was duly adopted and approved by the Board of Directors of the
20 Authority at a properly noticed meeting on August 29, 2011.

21
22 _____
23 Jean-Paul Samaha, Secretary
24
25

Kimberly Green

From: Paul Buchanan [dbuch981@msn.com]
Sent: Friday, January 20, 2012 7:53 PM
To: Mayor and Council; Manager
Cc: Lisa Fernandez; Howard Mintz; Miles Barber
Subject: We're Going Into DEBT For This ?

WAKEN UP !

Start looking down the road . . . next thing will be a beating [or death] like in LA last year !



USA TODAY

NFL stepping up security, lowering tolerance for "abusive 49er
Washington Post - 1 hour ago

SAN FRANCISCO - Don't yell obscenities, don't flip the bird - and don't even think about insu

The Washington Post

[Back to previous page](#)

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The advertisement features a central image of a television set displaying a football game, with a laptop and a mobile phone in front of it. The AT&T globe logo is visible in the bottom right corner of the ad.

NFL stepping up security, lowering tolerance for abusive 49ers fans

By Associated Press, Published: January 20

SAN FRANCISCO — Don't yell obscenities, don't flip the bird — and don't even think about insulting

anyone's mother.

The San Francisco 49ers and the NFL have adopted extraordinary security measures for Sunday's NFC championship against the New York Giants after New Orleans Saints fans complained of harassment by unruly 49ers faithful last week.

Undercover police will be dressed in Giants' garb and on the lookout for nasty fans. Giants ticketholders will be handed a card as they enter Candlestick Park with details on how to contact police if they feel threatened. And more security cameras and undercover police officers will be in place to identify abusive fans.

Season ticketholders have also been warned to follow the NFL Fan Code of Conduct: no foul or abusive language or obscene gestures and no verbal or physical abuse of opposing team fans.

The nail-biting 36-32 win last Saturday for the 49ers was the team's first playoff game in nine years, and a raucous crowd was on hand to enjoy the victory at the expense of the Saints.

"I apologize for any rudeness that may have happened," San Francisco 49ers president and CEO Jed York said. "I think you saw 49ers fans who were very excited about hosting a playoff game for the first time in a long time."

Those fans were so excited that they ruined the day for a shaken Don Moses and his two teenage daughters. Moses, a longtime Bay Area resident who is from New Orleans, said they were wearing the Saints colors and prepared for some good-natured ribbing.

Instead, he tells a horror story of fear and humiliation when his daughters asked him why he didn't do anything to stop the hulking 49ers fans who yelled vulgarities and threw footballs at them, screamed in their faces and called their mother a whore.

"The hostility and threats of violence were a constant throughout our experience," Moses said in a letter to the San Francisco Chronicle, one that launched some soul-searching by city officials and led to some 49ers fans to apologize on behalf of their city.

"Every other word from dozens of fans around us was an f-bomb shouted at the top of their lungs," Moses said. "There were seven or eight large 30- to 35-year-old guys directly behind us who cursed and threatened us the entire game." He turned to ask them to tone it down in front of his girls and they yelled: "Do not turn around again! Do not ever turn around again."

He was afraid that if the fans saw him calling or texting security, the men would harm his daughters.

"Every 49ers fan, the team and its owners should be ashamed and embarrassed to wear the red and gold today," Moses wrote in the letter published Tuesday. "They won the game but are losers in every other way."

NFL security director Jeff Miller told the AP that if the security cameras or undercover police catch such abusive behavior by fans on Sunday, they will be yanked from the stadium.

"We'll be looking early on to identify people trying to do those things in the parking areas and take action to remove them," said Miller, who will be at the game. "We're not going to be warning people inside the stadium. They will be removed."

Authorities are already sensitive about the heartbreaking case of Brian Stow, a paramedic and San Francisco Giants fan who suffered a traumatic brain injury after a beating by two men dressed in Dodgers gear following the home opener against the Giants in Los Angeles on March 31. Medical care for Stow is expected to cost as much as \$50 million and the father of two has sued the Dodgers.

Tailgating after kickoff already has been banned from the parking lot at Candlestick Park under security measures introduced after two shootings, a beating and fights broke out during an Aug. 20 pre-season game with across-the-bay rivals Oakland Raiders.

San Francisco Police Chief Greg Suhr said he heard first-hand how Saints fans were treated last Saturday when he gave three of them a lift from the stadium back into the city after the game. They gave him an earful about how badly they'd been belittled.

"We're all native San Franciscans and, you know, that's not the way we want to represent the team and the city," Suhr said.

He said Mayor Ed Lee instructed him to do whatever it takes to make Giants fans feel safe.

Police officers and team personnel at the ticket gates will be welcoming them with cards that tell them how to contact police.

The 49ers also purchased Giants attire for undercover police officers.

"They'll be seated around the stadium as decoys, if you will, trying to draw out the obnoxious fans and they will be removed immediately," he said.

Then there are the lights.

A good portion of the game will be played under the same stadium lights that blacked out and delayed the nationally televised Monday Night Football game between the 49ers and the Pittsburgh Steelers on Dec. 19.

The city and the Pacific Gas & Electric Co. insist there won't be an embarrassing repeat of the two blackouts at the 51-year-old stadium, which had prompted the mayor to call the night a "national embarrassment."

PG&E spokesman Joe Molica is confident the nearly \$1 million in upgrades to the park by the electric utility and the city will prove the old bayside stadium proud.

He said the wire for the electrical circuit that serves the park has been replaced with more than a mile and a half of new wire that is resistant to contact and carries three times the electrical load. A new computer system allows workers to better monitor the circuit.

The command center at the stadium has conducted a string of tests simulating the Dec. 19 blackout and everything tested well.

Will Molica be holding his breath on Sunday about another blackout?

No, he said, "I'll be holding my breath for the 49ers to win."

AP Sports Writer Janie McCauley contributed to this report from Santa Clara, Calif.

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Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]
Sent: Friday, January 20, 2012 7:02 PM
To: Mayor and Council; Jennifer Sparacino
Cc: Rod Diridon; Teresa O'Neill; nadeem@drnadeem.com; khardyca@comcast.net; Eric Stroker; larrys@scualum.com
Subject: Council Agenda Item---Referendum, Part One
Mayor and Council

A. City Management, Legal Staff, and especially the City Clerk and his staff need to commended. They are the city staff and management for all of the citizens and through this issue they have shown nonpartisanship in the highest traditions of our ethical city government.

B. This referendum is not valid. It is based on false assumptions and a complete misunderstanding of city laws and state provisions,

C. A DDA is not a development agreement. A development agreement is a document borne from the Government Code, and no development agreement exists on this project. Of the eight development agreements on file at the city, only one is set for city land. It is for the IRVINE PROJECT, set in April 2000, and that was accompanied by a disposition development agreement as it is for use of land that is city property. The other agreements are development agreements for private land use. A DDA is a document set forth from past laws and current law within the Health and Safety Code, while development agreements concern land use issues as proffered in the Government Code and Title 17 of City Code.

D. Case law on referendums is clear. LEGISLATIVE NOT ADMINISTRATIVE ACTS ARE ACTIONABLE BY REFERENDUMS.

E. The Joinder Agreement is not a development agreement either.

F. CEDAR FAIR V. SANTA CLARA set forth, in the appellate opinion, the CEQA determinations and the fact the stadium DDA was borne from Measure J, see article 3 and article 7.

G. If there was dispute on the Stadium DDA, then why didn't the opposition ask for a reconsideration at the immediately preceding,

H. At one time there was a discussion of a development agreement for the stadium, but it was never drafted or made part of the ceqa discussion.

I. July 2009

- a. DDA is considered as part of the term sheet
- b. financing is set for the DDA

Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]
Sent: Friday, January 20, 2012 7:19 PM
To: Mayor and Council; Jennifer Sparacino; Eric Stroker; Teresa O'Neill; nadeem@drnadeem.com; khardyca@comcast.net; City Attorney
Cc: larrys@scualum.com
Subject: Referendum part two

Mayor and Council

This referendum is a jack mule put together by the back end of a mare and a donkey.

April 2000

City considers a separate development agreement and a dda for Irvine.

Why?

Because they are separate functioning agreements,

Cousins have related but separate parents.

Case law holds this to be true

2009

FROM James Brown

meet the parking needs of the Great America Theme Park, the Stadium and the Convention Center area using City enterprise funds to pay the costs of the relocation.

DRAFT

**ARTICLE 3.
DISPOSITION AND DEVELOPMENT AGREEMENT.**

Section 3.1 DDA and Preconditions to Closing. The City and Stadium Authority will enter into a Disposition and Development Agreement ("DDA") with 49ers Stadium Company. The DDA will set forth the predevelopment activities to be performed, the preconditions to commencement of construction of the Stadium and the amount and timing of Agency, CFD, Stadium Authority and 49ers Stadium Company funding of construction costs. The execution of the Ground Lease and the Stadium Lease (the "Closing") will be conditioned on the satisfaction of various conditions ("Conditions to Closing"), including without limitation, the following:

- (a) The Parties' approval of the design of the Stadium;
- (b) The Parties' approval of a schedule for the commencement and completion of construction of the Stadium;
- (c) The Parties' approval of a guaranteed maximum price design/build contract with a design/build contractor that is procured in accordance with applicable laws, which may include an amendment of the City Charter as described in Section 6.3 below ("Construction Contract");
- (d) The Parties' approval of the Development Budget and the Project Management Agreement;
- (e) The Parties' approval of a detailed Finance Plan as described in Article 7 below;
- (f) The Parties' approval of the Stadium Lease, Team Sublease and the Non-Relocation Agreement;
- (g) The Parties' approval of line items to be included in the Reimbursable Expenses;
- (h) The Parties' approval of a parking plan for NFL Events;
- (i) The Parties' approval of the Public Safety Agreement; and,
- (j) All entitlements and other regulatory approvals necessary to commence construction are final, including but not limited to any necessary SB 211 Plan Amendment to the Bayshore North Redevelopment Plan, zoning amendment and street vacation.

RECEIVED

JAN 20 2012

OFFICE OF THE MAYOR
CITY OF SANTA CLARA

Kimberly Green

From: Dorin Chibeleanu [Dchibeleanu@aurora.com]
Sent: Friday, January 20, 2012 1:41 PM
To: Mayor and Council
Subject: <SUSPECTED SPAM> PLEASE DO NOT BUILD THE STADIUM

Dear Sir/Madam,
I just bought a house in the area.
If you build the Stadium the house price will go down at least 20%.
PLEASE DO NOT BUILD THE STADIUM.
Thank you,
Dorin

Dorin Chibeleanu

*Senior Electronic Engineer
Aurora Networks Inc.
5400 Betsy Ross Drive
Santa Clara, CA 95054
408.235.7006 direct dial
408.235.7000 main
408.845.9043 fax
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Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]
Sent: Friday, January 20, 2012 11:46 AM
To: Jennifer Sparacino; Mayor and Council
Cc: Teresa O'Neill; nadeem@drnadeem.com; larrys@scualum.com; scpfinfo@gmail.com
Subject: DDA

Interesting week.

A document which is laid out by sections 33430 and 33449 of the Health and Safety Code becomes a document that is clearly defined in the Government Code as a planning document.

A series of comments that the DDA was its own legislative act, though in June and July of 2009 it was laid out as a creature stemming from a legislative act and even mentioned in the CEQA case before the Court of Appeal as an administrative act is a legislative act.

To quote Lewis Carroll

*We are all of us weak at times
But going under a false pretense
was never one of my crimes.*

Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]

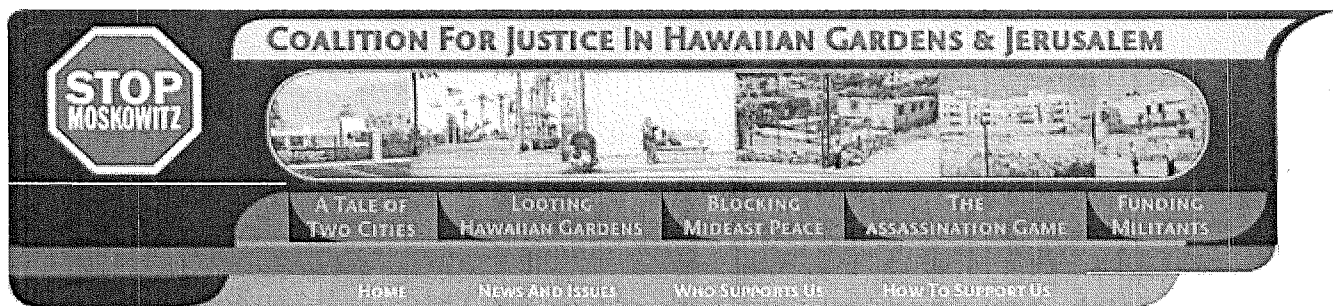
Sent: Thursday, January 19, 2012 1:29 PM

To: Mayor and Council; teresa.oneill@hp.com

Cc: cschuk@earthlink.net

Subject: <SUSPECTED SPAM> check this

<http://stopmoskowitz.org/story.shtml>



LOOTING HAWAIIAN GARDENS

Irving Moskowitz and Hawaiian Gardens
by Jane Hunter

This is the first installment of the story of Irving Moskowitz and Hawaiian Gardens. Some of the quotations and documents were gathered in the preparation of a story for a local publication, which did not publish the work. This installment was written in 2000 and reflects the political situation at that time.

[Switching Contracts](#)
In This Section:

[The Story Of Irving Moskowitz and Hawaiian Gardens](#)

[Casino Contracts Compared – DDA: Redevelopment Contract](#)

[Coalition Refutes Moskowitz Booklet praising Moskowitz gambling operation in ten-part graphic series](#)



Neon beckons drivers on the 605 freeway to the white-domed casino in Hawaiian Gardens, a city with none of the romance of its name. The casino project, that was to lift from poverty the tiny city in southeast Los Angeles County, has instead brought crushing debts and heartache. Now, like the gamblers it hopes will save it, Hawaiian Gardens wagers on credit, some funded by the casino developer himself, Irving Moskowitz.



That's Irving Moskowitz, M.D., internationally prominent-enemy of Israeli-Palestinian peace and kingpin of Hawaiian Gardens. Before Moskowitz ventured into casino gambling, he made a fortune in the hospital business. His first venture in Hawaiian Gardens was the local hospital. Much of Moskowitz' local power derives from an enormous bingo hall he runs through his Irving I. Moskowitz Foundation.

This should be crunch time for the 72-year-old Moskowitz. A decision on his permanent casino license is imminent – just when the California Joint Legislative Audit Committee (JLAC) has launched a probe into Moskowitz's financial dealings with Hawaiian Gardens. But at City Hall they're saying the license, which must be approved by Attorney General Bill Lockyer, is a done deal.

How this can be is a puzzler, when, according to a [news report](#), the JLAC is looking at the Hawaiian Gardens Community Redevelopment Agency 's financing of the casino. There are questions about whether the funding violates a state law forbidding investment of redevelopment funds in gambling ventures.

For months, the Coalition for Justice has been encouraging letters to Lockyer asking him not to grant Moskowitz a license. The letter campaign focused on the questionable use of redevelopment funds for the casino. Letter-writers also voiced concern about the Moskowitz Foundation's bingo operation exploitation of Latino "volunteer" workers to generate millions of dollars for organizations fighting Israeli-Palestinian peace far from Hawaiian Gardens.

Support the Coalition with your Donation

Donation Amount

- \$25.00
- \$50.00
- \$100.00
- \$250.00
- \$500.00
- \$1000.00



thank you

The Coalition for Justice in Hawaiian

Gardens and Jerusalem is no longer active

Los Angeles CA 90067
310 910-9153
[email](#)



Moskowitz' casino under construction in mid-1999

Tell-tale document found

But now the Coalition has obtained something that surely must give Lockyer pause: long-sought evidence supporting allegations that, moments before Hawaiian Gardens approved the agreement that governs the casino project, a Moskowitz-friendly draft was substituted for the official document.

The difference between the two documents is enormous. For starters, the substitute document knocked Moskowitz's good faith deposit down from \$3 million to \$25,000. But potentially even more expensive is some stealth language that could free Moskowitz from the casino tax specified in his city license – the revenue justifying the whole project and at least some of the pain it has caused. [\[Click here to see a .pdf document comparing the two agreements.\]](#)

Small cities are naturally attractive to would-be casino operators. But, for the most part the gambling moguls significantly bolster the cities' finances. This story is about how a little city of hard-working people has gone into debt to build a rich man a casino.

Kingpin of Hawaiian Gardens

It's hard not to notice the Moskowitz presence in Hawaiian Gardens, even if you manage to miss the large "Irving Moskowitz Little League" banner in the local ballfield. That's across from the Tri-City Regional Medical Center, which Moskowitz built in 1969, his first local venture. Not far off, the Hawaiian Gardens Food Bank, recipient of most of the bingo proceeds which Moskowitz spends in Hawaiian Gardens, gives out food and used clothes to the many impoverished families among Hawaiian Gardens' population of 14,800.

Abutting the hospital (and sharing its parking lot) stands the bingo hall, where signs remind players the operator is the Irving I. Moskowitz Foundation. Inside, tired-looking immigrant workers move between the long rows of players. They hand out dollar-a-game cards and pluck up bills for the Irving I. Moskowitz Foundation. The foundation sends millions of those bingo dollars to support the doctor's causes – most infamously, the purchase of homes in Palestinian neighborhoods of Jerusalem for occupation by right-wing Jewish opponents of Israeli-Palestinian peace. If he gets the casino going full tilt, Moskowitz could have not handfuls, but hundreds of millions to spend on derailing the peace process.

One block up Carson Street from the bingo, amid shabby franchise food outlets and low-rent merchandisers, Moskowitz' poker casino sits far back behind a forbidding iron fence. Viewed up close, the casino's dazzle turns out to be lights playing on cinderblocks and a shiny white vinyl roof. Moskowitz operatives recently evicted and dismantled a popular [donut shop](#) that clung to the casino's perimeter (see photo at end of story).

Moskowitz lives in Miami Beach, letting his lawyers and his two Israeli sons-in-law do his legwork in Hawaiian Gardens. Nevertheless, those who've dealt with the retired physician say he's a control freak who keeps close watch on local developments. "He phones quite often, and he'll talk and talk," said former Hawaiian Gardens mayor and councilmember Kathleen Navejas, recalling the days before she and the doctor became political foes.

Lupe Cabrera, a member of the current city council who occasionally strays from the Moskowitz program, said in a 1999 interview that he expected Moskowitz to run someone against him, spending many times his own typical campaign budget of \$2,000. "Two of the councilmembers elected [in March] were his people," said Cabrera, referring to Petra Prida and Leonard Chaidez, who, with Betty Schultze make up the current Moskowitz majority. "And," continued Cabrera, "he's grooming others to take my place." Cabrera, who was



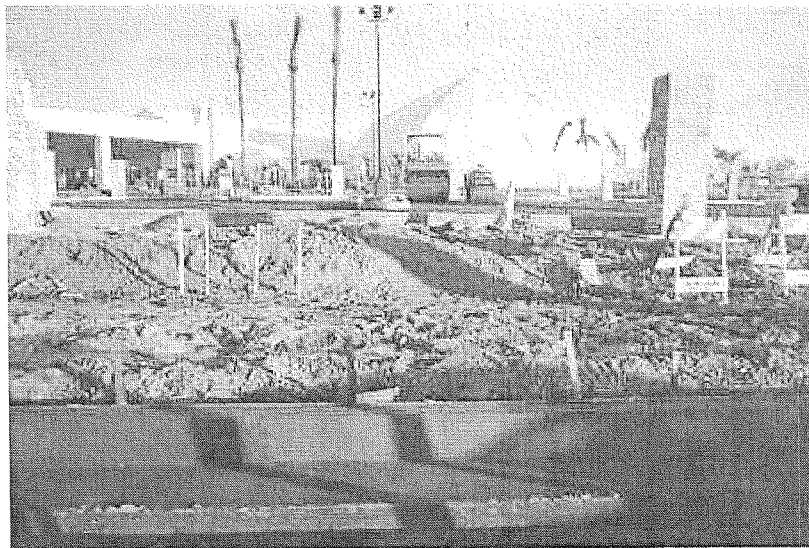


born in Hawaiian Gardens when the place was "nothing but a swamp," and who was president of the Chamber of Commerce in 1964, when the city incorporated, sighed. "There's a lot of good history – but ugly politics."

The Moskowitz casino project

An especially ugly spell of local politics began in 1993, with the development agreement for the project that eventually became Moskowitz' casino. Initially, Moskowitz approached city officials – in their dual roles as directors and staff of the Community Redevelopment Agency (CRA) – with a proposal to build a supermarket on the choice land on Carson Street, just off the 605 freeway. But, according to several former and current city officials, it was widely believed that the doctor really planned to use the site for a casino.

Indeed, in 1989 a member of the City Council wrote his colleagues a memo, saying "some of you are upset with the recent meeting I had with Dr. Moskowitz concerning the development of the 23-acre parcel at the northeast corner of Pioneer and Carson, adjacent to a parcel of land owned by the Redevelopment Agency. He wants a card casino on the property."



Late December 1999: Moskowitz' casino nears completion

Moskowitz owned some of the land, but businesses were flourishing on additional parcels he wanted. So Moskowitz asked the CRA to condemn these and sell them to him, recounts Nelson Oliva, who was, at the time, the Hawaiian Gardens city manager, and therefore also the CRA's executive director. In interviews with the Coalition and this writer, Oliva told how the agency began drafting the deal, known in California as a "disposition and development agreement," or DDA.

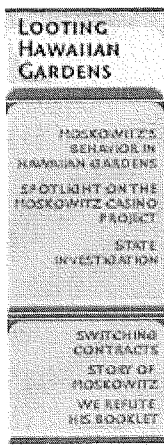
According to Oliva, "One of the issues in negotiations over the DDA was that current property owners . . . [and their] tenants would be treated in a proper way. . . . Assurances were made that the city and agency would pay them the market value of the property and that their tenants would be treated in a professional way. They would be protected under the laws of California redevelopment, which provide certain assurances to tenants being displaced by redevelopment activity," said Oliva.

Six years later, several of those business owners have harrowing tales to tell about their eviction and their long wait, which continues, for the CRA to pay their relocation expenses so they can get back into business.

But no one knew, back in 1993, when the CRA board members (the city councilmembers wearing their CRA hats) approved the DDA, how things would turn out. Indeed, very few people even realized that the DDA that they passed was a different document than the DDA the CRA staff negotiated with the Moskowitz organization. That staff-written DDA was generous enough, with the agency charging Moskowitz only 50 percent—\$2.75 million of what it paid to acquire the parcels of land.

A last-minute switch

As Oliva tells it, during an agency meeting, "there was a request by one of the members of the agency that the agency be allowed to go into closed emergency session." On a large conference table in the room where they gathered, Oliva continued, "was a stack of legal documents. When I went to review these documents – knowing that there was nothing in there prior to the meeting starting – I realized this was another DDA. Not the one that staff had prepared, not the one that had been hammered and negotiated with Beryl Weiner [Dr.





Moskowitz' attorney] and the CRA attorneys and the city attorneys, but another DDA."

Oliva continued: "[Then city attorney] Graham Ritchey says, 'What's this? All of a sudden Dr. Moskowitz needs to have [changes]?' We asked them for time to read it," Oliva said. But that wasn't allowed. "Graham Ritchey was graciously allowed to grab a copy."

The CRA directors promised not to discuss the new document, but "to talk about something else," Oliva continued. When "they came out, Weiner has a box of documents and the vote is taken [to approve] their DDA."

Added Oliva: "It was conveyed to me by some of the members of the agency at the time that this was the agreement that Mr. Weiner and Mr. Moskowitz were comfortable with, and the project would still not be jeopardized. It would still be developed as talked about and discussed for almost a year."

Navejas, a councilmember at the time, confirmed Oliva's account. "That's true, and we all voted for it," she said. "Because Moskowitz called and called and there was so much pressure, we asked staff to step out."

Asked if he recalls the DDA's being switched, Ritchey said he was reluctant to probe old history because "I left Hawaiian Gardens under friendly circumstances." He said, "I don't recall if that was the case."

Julia Sylva, who succeeded Ritchey, said the switch was possible. Two years ago, in a letter to Weiner, Sylva put it more strongly: The DDA, she wrote, "appears to be an incongruous and hastily drafted document."

Lupe Cabrera described the DDA as "put together by the doctor's attorney."

"Absolutely not!" said Weiner, when asked to comment on the alleged switch.

However, when the Coalition for Justice obtained a copy of the original DDA and compared it, line for line, with the substitute that became the official DDA, several stark differences jumped off the pages. For starters, the good faith deposit required of Moskowitz was reduced from \$3 million to \$25,000! [\[Click here to see the relevant page in the DDA in .pdf format.\]](#)

Where the original DDA said the CRA would deliver the site to Moskowitz in an "as is" condition and the parties would split the cost of removing hazardous substances, the substitute DDA required the CRA to take responsibility for hazardous substances on the site.

Potentially more serious is some language added to the substitute DDA that appears to allow Moskowitz to challenge the casino revenue tax established in 1995. This language says, "[N]either the Agency nor the City of Hawaiian Gardens may at any time designate . . . [any] property or business located at or near the Site on property now owned or hereafter acquired by Redeveloper [Moskowitz], for greater tax assessments or treatment (including, but not limited to, business license or other taxes) that established for all other properties or businesses within the City of Hawaiian Gardens, nor may any such taxes, assessments or treatment (including, but not limited to, business license or other taxes) be hereafter increased by any percentage greater than such increases for all other properties and businesses within the City of Hawaiian Gardens ."

[\[Click here to see this page of the revised DDA; the key text is in red.\]](#)

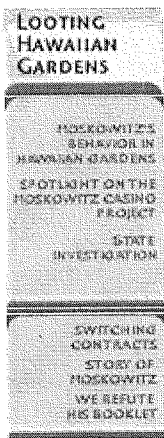
Potentially devastating language

That may be pretty tame boilerplate language for a supermarket development. But a casino, with all the potential crime, blight, congestion and stigma it brings a city, is expected to bring millions of dollars to the municipal coffers of those cities willing to tolerate it. The ordinance permitting the casino, which Hawaiian Gardens voters passed in 1995, specified a tax rate of between 10 percent and 13.2 percent of the casino's gross receipts.

Just now, Moskowitz would probably not want to invoke that little clause. He recently loaned the city \$3.5 million, to be paid back (interest first) out of casino revenues. But once the city pays down the loan, it might be confronted with the devastating prospect of giving the casino a free ride. Compare it to Atlantic City paying Donald Trump to establish casinos.

The substitute DDA also had an attachment calling for the city or the CRA to be responsible for any improvements on and off the site, noted Oliva. "Those improvements could be curbs, gutters, redesign of streets, traffic lights, parking lot improvements. Anything the city or agency would impose as a condition of development on the developer. Obviously," he said, "this appeared to be a very done deal due to some very strong lobbying efforts behind the staff's and technicians' backs. There was very little we could do."

The original DDA obtained by the Coalition refers to attachments, although they are not attached, so it is





impossible to verify that these conditions were absent in that document.

Although no one ever formally challenged the DDA's validity, suspicion over the document never diminished. In 1999, the Moskowitz organization prevailed on the city council and the CRA to call a special (and especially inconvenient) early-morning meeting to approve a "Certificate of Estoppel," a formal, legalistic avowal of the DDA's authenticity.

An amendment to the DDA passed in 1994, heaped even more expenses onto taxpayers. Where previously the DDA had the agency and Moskowitz sharing the costs of evicting the existing businesses on the site, the amendment obliged the CRA "to bear all costs, expenses, damages and liabilities incurred by Redeveloper [Moskowitz]."

Additionally, the amendment committed the agency to hire Beryl Weiner's law firm to represent the agency and Moskowitz in the eminent domain cases against the businesses. The hourly fees for Weiner and other attorneys in his firm were specified in the amendment, as was the agency's statement that it was willing to tolerate any potential conflict of interest Weiner's representation might entail.

Whether or not Moskowitz and Weiner were laying the groundwork for the casino, when, in 1995, they made their intentions clear, the contractual foundation was beautifully prepared. By contrast, the public process that followed was surpassingly ugly, featuring recall elections, lawsuits and pain that has yet to be assuaged.

A brutal campaign

In the months leading up to the special referendum on the casino, Moskowitz started pumping significant amounts of bingo proceeds into the city, through foundations under his control. The bingo money underwrote a significant portion of the city's expenses including a municipal police force, established to replace the county sheriff's contract services. (It's difficult to say exactly how much of the city's budget Moskowitz subsidized, because the city skipped a few years of budget writing.)

The casino referendum sparked lawsuits, recall elections and enduring bitterness. Over the course of two weeks – and several emergency City Council meetings – in August 1995, Nelson Oliva and City Attorney Maurice O'Shea were fired (O'Shea pre-empting the axe by quitting), Navejas was served with a recall, the casino measure went on the ballot and the DDA was amended to drop the language that specified a supermarket.

Oliva says he'd been arguing with Beryl Weiner that there should be a new deal – not an amendment – because the basic nature of the project had changed. Such a deal should require "that \$3 million should be put back," said Oliva, referring to the good faith deposit, whittled down in the substitute DDA. A redrawn deal should also require Moskowitz to pay for all the site improvements and half the eminent domain costs. "If it was gaming" that Moskowitz was planning as the redevelopment project, Oliva said he told Weiner, "taxpayers shouldn't subsidize any of it."

Oliva remembers his last negotiating session with Weiner, on August 7th, a Monday. The next night, there was a regular City Council meeting with a routine agenda. But, Oliva said, before the end of the meeting, Mayor Robert Canada "started passing out the agenda for a 24-hour notice emergency meeting." On that agenda was the "firing of the city attorney, firing of the administrator and the agency attorney." Oliva said he cautioned the members that Canada's agenda hadn't been prepared by city clerk, but "was prepared by someone off staff and faxed in, so the council should be sure its actions were legal." But "at the Wednesday meeting, I was terminated. They retained Mr. Ritchey [the CRA's attorney] for five months, and after frustration, he resigned."

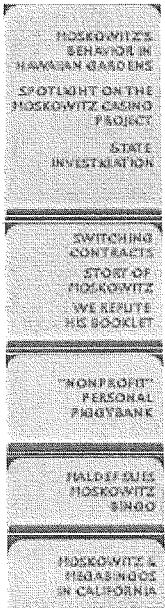
The project, concluded Oliva, had become "a full gambling casino."

For reasons that have never become clear, the amendment to the DDA, passed on August 15, 1995, did not explicitly state that the project was to be a card club, as California casinos are called. Instead, it was simply called "a commercial development of between 50,000 to 80,000 square feet."



Moskowitz may ultimately come to regret those vague words, which may cost him, retroactively, the CRA subsidy. One of Hawaiian Gardens' own State Assembly representatives, Alan Lowenthal, announced last year that he would investigate whether the agency's spending on Moskowitz's casino was illegal under 1996 legislation called the "Isenberg Amendment." That measure prohibits spending redevelopment agency funds on gambling establishments contracted after April 1, 1996. Lowenthal, who represents about 70 percent of Hawaiian Gardens and chairs the Assembly Housing and Redevelopment Committee, said in an interview with this writer: "My sense is that amendment was written for Hawaiian Gardens."

Moskowitz attorney Beryl Weiner argues that city voters authorized the casino in a November 1995 referendum. Others say the first explicit mention of a casino came long after the cutoff date. Lowenthal said that "there are serious questions" involved and, if he finds the agency used funds illegally, "I would be



compelled to act. No one is above the law." The investigation launched last fall by the State of California's Joint Legislative Audit Committee may also scrutinize the use of agency funds for the casino.

Beginning in the fraught month of August 1995, Navejas, Oliva and their allies, backed by three big area casinos, filed a series of lawsuits against Moskowitz, the city and the agency. (The three casinos were the Commerce Club, the Bicycle Club and Hollywood Park, the latter of which tried to apply for a Hawaiian Gardens casino license but was rejected.) Their first action sought to block the referendum and they persuaded a Superior Court judge to order the measure off the ballot because of fraudulent petition gathering practices. However, an appeals panel put it back on.

Next, the group sued to block construction of the casino and punish Moskowitz and the city for alleged illegalities in the referendum and the granting of the casino's business license (which doesn't expire until 2021).

They complained that the special meeting at which three pro-Moskowitz councilmembers fired Oliva and forced O'Shea's resignation was illegal. Their complaint contended that the two were fired "because they refused to accede blindly to the . . . demands and plans of Moskowitz. . ." for the casino referendum.

The lawsuit alleged that "City workers were permitted to campaign for the initiative. . . on city time and using city vehicles and other resources; campaign posters were permitted to be plastered on city property, including posting at City Hall."

Stratospheric campaign spending

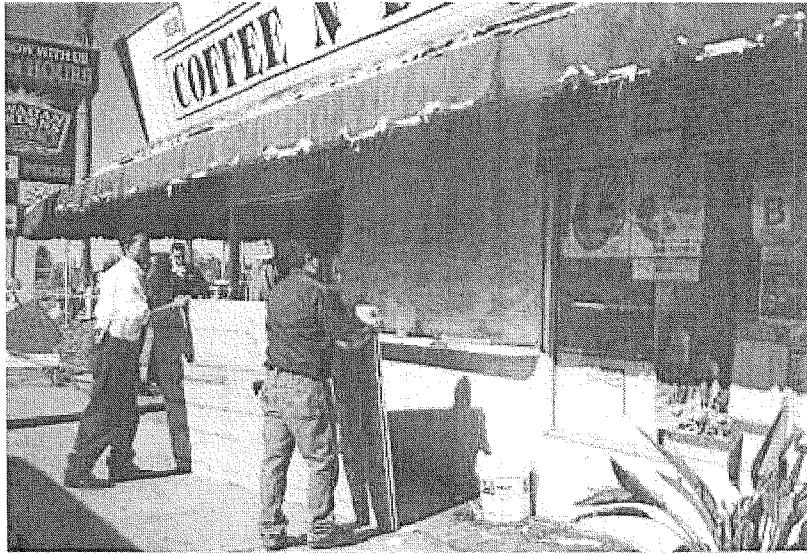
The lawsuit also complained of Moskowitz' huge personal expenditure on the special election held on the casino referendum. The infusion of cash was one of the factors prompting persistent questions about the validity of the election, which legalized casino gambling in Hawaiian Gardens. Indeed, according to campaign spending reports, Moskowitz pumped \$561,000 into the contest, gaining the votes of 965 of the 1687 who went to the polls. Most of the money was given directly to individual Hawaiian Gardens residents, in amounts ranging from \$100 to several thousand dollars.

During the referendum, allege the plaintiffs, "[s]ome of the proponents. . . received thousands of dollars" from Moskowitz and his Cerritos Gardens General Hospital Company (which is the landlord for the casino, the bingo and the hospital). Recipients of Moskowitz campaign largesse included the wife of a city councilmember and several city workers, one of whom, Fred Licon, collected \$11,733.15 for campaign work; a Patty Licon at the same address given for Fred got \$5,300. In a sworn statement in an unrelated lawsuit, Moskowitz describes Fred Licon as "an employee of the City and during off-hours, he works at one of my projects." During the voting, the suit alleged, casino supporters challenged many voters and told others they weren't on the voter lists.

In July 1997, Navejas and her allies won a reported settlement of \$281,383 from Moskowitz and undisclosed cash payments from the city and agency. In a letter, Sylva, the ex-city attorney, mentions the city's obligation for \$100,000 in legal fees to the plaintiffs' attorney's firm for the case. In return for the settlement, the plaintiffs had to drop their claims of illegalities surrounding the casino referendum and the DDA.

An internal city document used in the settlement talks shows that city lawyers believed that, if the case went to trial, Hawaiian Gardens might be found guilty of several of the plaintiffs' allegations, including violating laws governing open meetings, elections, redevelopment and using public funds for partisan purposes. The document estimated that a trial might result in potential liability and costs amounting to more than \$5 million. Plus, it notes, the city could lose \$5 million a year in card club revenue during litigation that prevented the casino from operating. (The city's budget is currently around \$4 million a year.)

While the lawsuit moved through the system, Navejas mounted recall elections against two Moskowitz loyalists on the council, knocking out one. But in the same election, Moskowitz won his recall of Navejas. In 1997, Moskowitz reported spending \$16,925.00 on the recall of Navejas' ally Rene Flores, which also succeeded.



December 1999: Workers board up building, as Moskowitz' casino evicts popular donut stand. A contractor subsequently leveled the building without the required asbestos procedures, prompting the Coalition to seek an investigation [see the [Coalition's News Release – Jan. 5 2000.](#)]

Moskowitz hired gang members to stump for recall votes against Navejas, according to several sources. An Israeli TV crew interviewed one of the recall workers, who called himself "Boxer" and said Moskowitz had paid him and his relatives \$1,000 each. "Boxer. That's his street name," said Nelson Oliva, who added that, as city manager, he "had a good working relationship" with local gang members – good enough to keep municipal property graffiti-free. "Boxer was one of the main players in the Hawaiian Gardens street gang," said Oliva.

Cabrera confirmed that Moskowitz "of course" used members of the local street gang as election workers. "A lot of these guys were felons, and they couldn't work for the casino. But they were okay for campaigning. I've heard they pay them \$7 an hour." He added: "One of the kids [Moskowitz] hired is in jail" for killing a black youth during a period of Latino-African-American strife. According to one source, anti-card club campaigners hired security staff for protection against Moskowitz's precinct walkers.

Navejas says she previously employed some of the same the same young men as part of a bingo-funded gang diversion program – until she fell out with Moskowitz and he stopped the money. Then, she says, he bought the building that housed the program and took her name off it. It stands empty today. "Four years later and he leaves the lights on every night," she said. The program, which provided a range of services to at-risk kids and their families never resumed. "He's very good at playing psychological warfare," said Navejas.

Perhaps the cruelest blow was the one dealt by the arm of the law against Navejas and her ex-husband the day before the casino referendum. As volunteers, the two had been running the community food bank, which in the days of harmony, enjoyed Moskowitz' funding. On that November morning, Navejas recalls, investigators from the Los Angeles District Attorney's office swooped down on both their houses.

The story went out to the media that Carlos Navejas had embezzled money from the food bank. (Such allegations are not usually leaked, much less made formally, by a disinterested third party with a puckish sense of timing.) No charges were ever brought. Indeed, no embezzlement was ever alleged. But the DA ignored repeated appeals to formally close the case and return seized documents.

[Click here to see a .pdf of the [Coalition's News Release Regarding the Changed Agreements](#)]



Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]

Sent: Wednesday, January 18, 2012 8:41 PM

To: Mayor and Council; Kevin Riley; Jennifer Sparacino; Teresa O'Neill; nadeem@drnadeem.com; Brian Darby; Alan Eft; City Attorney; Lisa Fernandez; khardyca@comcast.net; scweekly@ix.netcom.com; sherhold@mercurynews.com; Eric Stroker

Cc: scpfinfo@gmail.com; stadiumfacts@yahoo.com

Subject: Section 65867 of gov code

Pursuant to 65867 of government code, if the niners dda was a development agreement, when did planning look at it or hold the hearing required?

But it isn't!

Is it?

Kimberly Green

From: JC Rowen [jcrowensanjosestate@yahoo.com]
Sent: Wednesday, January 18, 2012 7:04 PM
To: Mayor and Council; Jennifer Sparacino; cschuk@earthlink.net; Teresa O'Neill; nadeem@drnadeem.com; khardyca@comcast.net; Alan Eft; ttosta@luce.com
Cc: scpinfo@gmail.com; stadiumfacts@yahoo.com; larrys@scualum.com; blpolk@comcast.net; Rod Diridon; City Attorney; scweekly@ix.netcom.com; Lisa Fernandez; Brian Darby
Subject: Points and authorities

We have been told that the DDA for the 49ers is a development agreement as defined in the Government Code and Title 17 of the city code.

However, the term is used as a planning document. As defined it is reviewed by the planning director,

Of the eight development agreements on file in the city, BAREC (approved by referendum), BRE, Yahoo, Cognac Great America, Oracle (approved by referendum), Irvine, Fairfield, AMC None of them involve city land except Irvine. All of them had planning review, and SCPF assistant treasurer karen Hardy reviewed irvine in April 2000.

However, Irvine also has a DDA.

That DDA as well as the inactive DDA for the convention center is SEPARATE from the development agreements on file classified by ordinance while the DDAs are done by resolution.

Because while a dda might include a ground lease, which is a leg act, see title 17 for the stadium lease derived from measure j, it is not a dev agreement.

Resolutions involving zoning defined by case law as leg act are not used for development agreements
ordinances are.

Because a dda is an administrative act done by resolution.

Hardy knew this in the irvine application,

Case law would define the joinder as admin act.

It is more fun for this group to assert ufos are flying overhead than speak the truth.

Kimberly Green

From: Adam Lopez [djurbun@sbcglobal.net]

Sent: Tuesday, January 17, 2012 10:18 PM

To: Mayor and Council

Subject: Censoring Santa Clara Tax Paying Residents

It is pretty amazing that the City of Santa Clara is not allowing their tax paying residents to even comment or disagree with this stadium deal. They will allow all these Pro stadium people to post on the Facebook page but one disagreement and they delete post and remove comments. This is completely unfair. My tax dollars pay to run the City and we should have the ability to have an opinion. It is so obvious this deal is being strong armed into the throat of Santa Clara. Why have you removed me from making comments on the Santa Clara Facebook page. I did not use profanity, I did not threaten or cause any harm. THIS IS NOT FAIR!

Adam Lopez

Kimberly Green

From: Paul Buchanan [dbuch981@msn.com]
Sent: Tuesday, January 17, 2012 11:20 AM
To: Mayor and Council; Manager
Cc: Howard Mintz; Lisa Fernandez; Miles Barber; Jon Carroll
Subject: Are We Missing Something ?

And We Want To Support This Sort of Behavior ?

[In the editorial page of the San Francisco Chronicle today (1/17/2012)]

Ugly side of 49ers' big game

I've lived in the Bay Area for 25 years but have remained a staunch Saints fan with close ties to New Orleans. My family still lives in New Orleans and has held our season tickets since 1967. I "get" the emotion of the game, the moment and the enthusiasm of the 49er fans.

Despite the extraordinary setting at the 'Stick, we were shocked by the hostility, vulgarity and intimidation that rained down on me and my two teenage daughters from the moment we stepped into the parking lots. Yes, we were proudly wearing our Saints colors; that's what loyal fans do. And yes, we expected some good-natured jeering.

We had vulgarities screamed at us repeatedly in the parking lots and literally nonstop by the hooligans around us in the stands. While walking through the lots we had footballs thrown at us, guys screaming curses in our faces — my daughters asked if I had heard the guy who yelled "your mother's a whore," which I had, but couldn't show a reaction for fear for my daughters' and my own safety. We finally took to shadowing two cops that were strolling through the lots until we dashed for what we thought would be the relative sanity of the stadium.

The stadium was no better. Every other word from dozens of fans around us was an f-bomb shouted at the top of their lungs. There were seven or eight large 30- to 35-year-old guys directly behind us who cursed and threatened us the entire game. After one string of profanities I turned around to look at them and the most obnoxious and combative of the bunch yelled, "Do not turn around again! Do not ever turn around again" and punctuated it with a profanity. They used gay slurs repeatedly at the husband of a middle-aged couple in front of us, the only other Saints fan in our area, and called his wife a bitch.

One of my daughters asked me, "Why don't you do something, Daddy?" Do what? Fight 10 guys, call/text security when all those guys behind me would know who would have fingered them?

Leave early? We almost did.

The hostility and threats of violence were a constant throughout our experience. It appeared to be ingrained in the fans' culture, similar to the hooliganism that destroyed the reputation of English soccer. The long wait for the playoffs, the excitement of a big game? No excuse. I've been to big

games in venues around the world and believe me, I've been a Saints fan my whole life so I certainly know about long playoff waits. The Vikings fans in the tailgate parties before the NFC championship game were eating crayfish and dancing along with the Saints fans — they weren't threatened, they were having a great time.

Every 49ers fan, the team and it's owners should be ashamed and embarrassed to wear the red and gold today.

They won the game but are losers in every other way.

Don Moses, Mill Valley

1/24/12

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ELECTRICAL WORKERS WIRING SILICON VALLEY SINCE 1912

January 06, 2012

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Help Save New 49ers Stadium

Updated On: Jan 06, 2012 (10:10:00)

Help needed to save 49ers stadium

Hand billing against petition to rescind measure (v)

Opportunity Pays 100.00 for 4 hour commitment

Contact George Galindo @ info@ibew332.org

AFFILIATES... we have been asked by the 49ers to generate between 10-20 individuals to act as "interceptors" in an effort to derail a ballot referendum targeted at overturning the City of Santa Clara's recent vote to approve the Development Agreement with the 49ers. Opponents only need to collect about 6,000 signatures to force another vote on the Stadium and thus delay the project indefinitely.

We need between 10-20 individual who can work this Friday, Saturday and Sunday (for now, more days to follow) anyone who works a 4hr shift will be paid \$100 "interceptors" will ask potential signers of the misleading referendum to not sign it and instead to read the facts contained in a flier to be provided by the 49ers.

Please have your members/others contact **Paul Olson at (559)308-5005** on where to go to receive a brief training and materials (fliers).

We cannot let a small group of NIMBY's derail a \$1-Billion construction project... not if we can prevent it! - LET'S GET INVOLVED!

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29	30	31				

Upcoming Events:
Christmas in the Park

1/24/12

6F.1
4B.1 SA

Mr. Mayor, Members of the City Council, City Staff, and Santa Clarans,

There's a loophole in California's election laws. State law requires financial disclosure for all state-wide ballot propositions and for all county-wide ballot measures. However, for city-wide ballot measures, state law does not require financial disclosure.

In April 2010 a Santa Clara resident took the city to court in Santa Clara County Superior Court to request that stadium construction costs be included on the Measure J ballot.

Our former city attorney argued before the judge that because the state does not require financial disclosure on city-wide ballot measures, the Measure J ballot materials did not have to include costs, and her 'impartial' analysis of Measure J also did not have to disclose costs.

A check on the state's website shows that our former city attorney is correct. California Elections Code Section 9280 has a loophole. There is no requirement for a fiscal analysis for a city-wide ballot measure.

To be fair to taxpayers, all ballot measures should be rigorously honest, particularly when it comes to financial information, whether or not there is a state requirement to do so.

The City Clerk has been provided with a copy of the applicable state election codes, a copy of our former City Attorney's 'impartial' analysis, and the portion of the court case transcript which shows that our former City Attorney told the judge that the state does not require financial disclosure for city-wide ballot measures.

Please upload these materials to the city's website as 'post-meeting' materials, so that all Santa Clarans have access to these materials.

Thank you for your time.

POST MEETING MATERIAL

REQUIREMENT FOR IMPARTIAL ANALYSIS FOR CITY-WIDE BALLOT MEASURES

CALIFORNIA CODES

ELECTIONS CODE

SECTION 9280-9287

9280. Whenever any city measure qualifies for a place on the ballot, the governing body may direct the city elections official to transmit a copy of the measure to the city attorney, unless the organization or salaries of the office of the city attorney are affected. **The city attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure.** If the measure affects the organization or salaries of the office of the city attorney, the governing board may direct the city elections official to prepare the impartial analysis. The analysis shall be printed preceding the arguments for and against the measure. The analysis shall not exceed 500 words in length.

REQUIREMENT FOR IMPARTIAL ANALYSIS AND A FISCAL IMPACT STATEMENT FOR COUNTY-WIDE BALLOT MEASURES

CALIFORNIA CODES

ELECTIONS CODE

SECTION 9160-9168

9160. (a) Whenever any county measure qualifies for a place on the ballot, the county elections official shall transmit a copy of the measure to the county auditor and to the county counsel or to the district attorney in any county which has no county counsel.

(b) **The county counsel or district attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure.**

(c) Not later than 88 days prior to an election that includes a county ballot measure, **the board of supervisors may direct the county auditor to review the measure and determine whether the substance thereof, if adopted, would affect the revenues or expenditures of the county. He or she shall prepare a fiscal impact statement which estimates the amount of any increase or decrease in revenues or costs to the county if the proposed measure is adopted.** The fiscal impact statement is "official matter" within the meaning of Section 13303, and shall be printed preceding the arguments for and against the measure. The fiscal impact statement may not exceed 500 words in length.

REQUIREMENT FOR IMPARTIAL ANALYSIS AND FISCAL ANALYSIS/FISCAL IMPACT SUMMARY FOR STATE-WIDE MEASURES AND BOND MEASURES

CALIFORNIA CODES

ELECTIONS CODE

SECTION 9080-9096

9087. (a) **The Legislative Analyst shall prepare an impartial analysis of the measure describing the measure and including a fiscal analysis of the measure showing the amount of any increase or decrease in revenue or cost to state or local government.** If it is estimated that a measure would result in increased cost to the state,

an analysis of the measure's estimated impact on the state shall be provided, including an estimate of the percentage of the General Fund that would be expended due to the measure, using visual aids when appropriate. An estimate of increased cost to the state or local governments shall be set out in boldface print in the ballot pamphlet.

(b) The analysis shall be written in clear and concise terms, so as to be easily understood by the average voter, and shall avoid the use of technical terms wherever possible. The analysis may contain background information, including the effect of the measure on existing law and the effect of enacted legislation which will become effective if the measure is adopted, and shall generally set forth in an impartial manner the information the average voter needs to adequately understand the measure. To the extent practicable, the **Legislative Analyst shall utilize a uniform method in each analysis to describe the estimated increase or decrease in revenue or cost of a measure, so that the average voter may draw comparisons among the fiscal impacts of measures. The condensed statement of the fiscal impact summary for the measure prepared by the Attorney General to appear on the ballot shall contain the uniform estimate of increase or decrease in revenue or cost of the measure prepared pursuant to this subdivision.**

(e) The title of the measure that appears on the ballot shall be amended to contain a summary of the Legislative Analyst's estimate of the net state and local government fiscal impact.

9088. (a) At each statewide election at which **state bond measures** will be submitted to the voters for their approval or rejection, the ballot pamphlet for that election shall include a **discussion, prepared by the Legislative Analyst, of the state's current bonded indebtedness situation.**

(b) This discussion shall include information as to the dollar amount of the state's current authorized and outstanding bonded indebtedness, the approximate percentage of the state's General Fund revenues which are required to service this indebtedness, and the expected impact of the issuance of the bonds to be approved at the election on the items specified in this subdivision. In cases where a bond measure allocates funds for programs, the discussion shall also include, to the extent practicable, the proportionate share of funds for each major program funded by the measure.

RECEIVED

MAR 03 2010

City Clerk's Office
City of Santa Clara

CITY ATTORNEY'S IMPARTIAL ANALYSIS OF MEASURE __

This measure would add Chapter 17.20, entitled "Professional Football Stadium Ground Lease," to the Code of the City of Santa Clara.

Under existing law, the City Council can lease City-owned land for any public purpose. A long term lease of land is called a "ground lease."

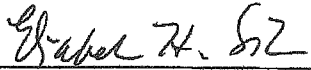
If approved by majority vote, Chapter 17.20 would require any ground lease of City property for a stadium suitable for professional football to include these requirements:

- The ground lease would be to a new legal entity created by the City and its Redevelopment Agency called the "Santa Clara Stadium Authority."
- Neither the City nor its Redevelopment Agency would be liable for Stadium Authority obligations although the City could elect to pay operating and maintenance expenses of certain events it conducts or approves.
- The initial ground lease term would be 40 years.
- The ground lease would require the Stadium Authority pay the City "base rent" totaling \$40,875,000 in nominal dollars over the 40-year term and would require the Stadium Authority pay the City "performance based rent" pursuant to a formula. Together, the "base rent" and "performance based rent" are called "ground rent."
- The ground lease would also require payment of a \$0.35 fee per football ticket, to a maximum of \$250,000/year, for City senior and youth park, recreation and library programs, such as the "Youth Championship Team Fund."
- The ground lease would require the Stadium Authority lease the property or stadium to a private tenant who would use the stadium for one or two professional football teams and other events.
- The tenant's lease would require the tenant pay rent to the Stadium Authority sufficient to pay the "ground rent" to the City and stadium operating/maintenance expenses, a capital improvements reserve, and to reimburse reasonable City public safety and traffic management costs.
- The tenant's lease would require it pay stadium construction cost overruns.
- The City could not use or pledge any general funds or enterprise funds (electric, water, sewer) for stadium financing or development, except if the City opts to relocate/reconfigure an electrical substation.
- The City could not allow its ownership interest of the property, in any other property or in the "ground rent" to be used to secure stadium financing.
- The ground lease would limit Redevelopment Agency funding for stadium construction to \$40,000,000 (exclusive of debt service, financing costs and payments for development fees). The tenant would be required to repay amounts the Agency actually contributed to construction costs and development fees if a second team occupies the stadium.
- The ground lease would not rely on any new or increased taxes for stadium development, operation or maintenance except a possible special tax imposed

upon hotels, with consent of the landowners, to fund up to \$35,000,000 for stadium development and infrastructure.

Measure __ also contains statements of purposes, findings and declarations that would not be added to the City's Code.

Measure __ requires a majority vote. If approved, only the voters could amend Chapter 17.20.



Elizabeth H. Silver
Interim City Attorney
City of Santa Clara

March 3, 2010

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
SANTA CLARA COUNTY JUDICIAL DISTRICT
DEPARTMENT NUMBER 9
BEFORE HONORABLE MARK H. PIERCE, JUDGE

---o0o---

DEBORAH BRESS,)
)
)
 Plaintiff,)
)
 vs)
)
 ROD DIRIDON, JR.,)
)
 Defendant.)
_____)

CASE NO: 1-10-CV-166465
1-10-CV-167697

COPY

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TRANSCRIPT OF PROCEEDINGS HELD ON:
APRIL 4, 2010 - 10:00 A.M.

A P P E A R A N C E S

FOR THE PLAINTIFF: HAROLD SMITH, ATTORNEY AT LAW

FOR THE DEFENDANT: ELIZABETH SILVER, ATTORNEY AT LAW
JONATHAN BASS, ATTORNEY AT LAW

Official Court Reporter: Tricia Gandsey, CSR
Certificate No. 10334

---o0o---

1 in net present value so there is in his opinion an apples and
2 apples comparison.

3 For a variety of reasons I believe that his argument
4 is wrong and should be rejected. First of all, there is no
5 requirement in the law that in writing the impartial analysis
6 the city attorney state include a physical* analysis. The
7 legislature was required -- the legislative analyst for state
8 measures to include a fiscal analysis. And, in fact, the
9 statute with respect to state matters not that require the
10 fiscal analysis of the different state measure be done in the
11 same manner, so it's apples and apples comparison.

12 The legislature clearly knows how to require that
13 kind of analysis, if they want. It did not require city
14 attorney to include a fiscal analysis in the impartial
15 statement impartial analysis. That's one reason we shouldn't
16 include. I should not be required by this court to calculate
17 the net present value of the forty million eight hundred
18 seventy-five thousand dollar rent.

19 Secondly, I am not qualified to do that.

20 THE COURT: I was going to say that's a problem I
21 have, too, is that present value can be -- you can get three
22 or four economists in here to determine the present value and
23 you know that seems to open up an incredible can of worms,
24 frankly.

25 MS. SILVER: To make the point clear Mr. Smith has
26 failed to recognize that the forty million eight hundred and
27 seventy-five thousand dollar rent is rent paid if this stadium
28 authority is created to the city, the other forty million cap,

*fiscal

1/24/12

**Veracity of arguments and public statements made
by persons fighting to overturn results of Measure J.**

GF.1

J. Byron Fleck · San Francisco, California 01/23/12 ~9:00 PM – Published on-line note in San Jose Mercury News
"The 49ers are not putting one cent into the project."
"It's \$850 million of your money (\$31,000 from each Santa Clara family)"
"As the WSJ suggested yesterday, this is the stupidest of any public participation in a stadium venture ever"

\$850M from residents? Is this a threat to city tax payers?
\$31 thousand from each family? Will the Niners send Patrick Willis and Navorro Bowman to collect?
WSJ - Wall Street Journal? Searched on line - no such article yesterday.
Last week - an article appeared quoting economists with a history of opposing stadiums.
The usual "stadiums have no economic benefit" claim was repeated. WSJ did not suggest anything was "stupid".

Question the veracity and intent of local media. Do they have a Anti stadium agenda?

Mike Rosenberg - San Jose Mercury News Article dated 01/24/12 ~8:00 AM

"Opponents of the San Francisco 49ers move to Santa Clara"

The team is not moving. Team Headquarters has been located in Santa Clara for nearly 20 years.
The team is simply replacing a deteriorating stadium which San Francisco Parks & Rec has neglected for years.
The team has chosen a Santa Clara site to play 10 or 12 games/year. They are not moving.

"Despite interference from pro-stadium union workers"

First Amendment right to free speech is not "interference"
Measure J - was passed by a significant majority of voters in favor of building a stadium
Should he not call an attempt to reverse the voice of the people "interference"?

"When the issue was first put before voters, the 49ers spent huge sums to win"

"Huge sums"? relative to what?
Compared to PG & E spending? Compared to Fossil Fuel industry spend to defeat clean air initiatives?
How much is huge? Is this a biased opinion or fair and honest reporting?

In the same article - Debra Bress is quoted as stating:

"We are prepared to tie up this project for years if that's what they want to do. We will stop everything."

Unsured of veracity of this reporting. Perhaps it is as inaccurate or biased as Rosenberg's other comments

We do know Anti-Stadium Signature gatherers have told the public a different story:

Booster Club member wearing her Niner gear reported she was approached and asked to sign the petition. She replied,
QUOTE: "Heck, no! Why would I sign that?"
The gatherer said they were not against the stadium, only the financing.
I asked her to point that out in the petition. She was unable to do so.
I asked her if she was willing to support my petition to have a do over vote for president
I wasn't against him, just how he manages finances." END QUOTE

Are they against the stadium or are they not?

We know Bress has tried taking the project to court before:
On April 5, 2010, Santa Clara County Superior Court Judge Mark Pierce dismissed a lawsuit filed by Bress.
The purpose of the lawsuit was to completely remove Measure J from the June ballot due improper wording.
Ruling- Bress did not provide sufficient evidence to show the original ballot language would mislead voters.
Now she has declared she is raising money for a court fight and is "prepared to tie up this project for years".
I am hoping the Court will not allow her to file another suit until she pays legal fees as ordered after her first loss.

Who pays for nuisance lawsuits against the city? The same people Byron Fleck attempts to scare with his fictitious pronouncements. But in reality, a lawsuit **will** result in an **actual real expense** to the General Fund. Funds for Public services will be impacted. Libraries, Senior Services, police, fire and other public services may be impacted. **"We are prepared to tie up this project for years..." – at what cost? Who benefits? Who loses? Whose jobs are at stake?**

1998 General Election - Mayoral Candidate Ms. Bress - League of Women's Voters' pamphlet
"Top Priorities if Elected - **REAL Truth, Honesty, Integrity and open, unbiased communication -- NOT just rhetoric**"
The Plays Fair group should heed the voice of the people who directed the city to build a stadium. Stop this costly opposition to Measure J and abide by the priorities expressed back in 1998. The people have spoken. It's time to listen.

1/24/12

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4B.1
SA

Santa Clara Plays Fair
www.SantaClaraPlaysFair.org
P.O Box 6244 Santa Clara, CA 95056-6244

Mr. Mayor, Santa Clara City Councilmembers and City Staff, thank you & good evening. I'm Bill Bailey and I have lived in Santa Clara for 21 years. I'm the Treasurer of **Santa Clara Plays Fair • org**. All of us are volunteers.

We know exactly why the liabilities of the Santa Clara Stadium Authority were never capped by Measure J – and the rather appalling events of December 13th are proof of same. You're proposing to saddle the Santa Clara Stadium Authority with \$850,000,000 in debts. The claim that Personal Seat Licenses and Naming Rights are going to cover that debt is unproven at best and it's delusional at worst.

We've learned that although the San Francisco 49ers will be taking nearly all of the NFL revenues out of the stadium, you've made sure that the team pays not a cent for it – and also that our city is stuck with the same atrocious Ground Lease you negotiated in June of 2009.

Worse, you've done even more damage to the City's General Fund by denying us the future increase in Great America theme park lease payments that we were entitled to – proving once again that the General Fund of the City of Santa Clara is going to lose even more with the 49ers stadium subsidy than we were told in 2007.

But what's even more troubling is that, as a Council, you've already admitted that we can't afford it. You conceded just that by your inclusion of the twelve-month triple-net lease in your agreement. If the Santa Clara Stadium Authority were the going concern you claim it to be, you would never have a clause turning control of a \$1 BILLION asset over to the 49ers themselves – **a stadium you told us was ours.**

You owe it to all Santa Clarans to rescind your ill-conceived vote of December 13th. If you won't do that, then put it to a vote. Our vote.

We know what Measure J said – and a city-issued credit card to the 49ers for \$850,000,000 certainly was not what we chose.

Thank you.