

COMMISSION ON COMMUNITY INVESTMENT AND INFRASTRUCTURE

RESOLUTION NO. 02-2022

Adopted January 18, 2022

**AUTHORIZING A NONBINDING TERM SHEET FOR OPERATIONS AGREEMENT
WITH THE TRANSBAY JOINT POWERS AUTHORITY AND THE EAST CUT
COMMUNITY BENEFITS DISTRICT FOR THE DEVELOPMENT OF THE UNDER
RAMP PARK PROJECT; TRANSBAY REDEVELOPMENT PROJECT AREA**

WHEREAS, The Board of Supervisors of the City and County of San Francisco (“Board of Supervisors”) approved a Redevelopment Plan for the Transbay Redevelopment Project Area by Ordinance No. 124-05, adopted on June 21, 2005, and by Ordinance No. 99-06, adopted on May 9, 2006, filed in the Office of the Recorder of the City and County of San Francisco as Document No. 2006-I224836, as amended by Ordinance No. 84-15 (June 18, 2015) as Document No. 2015-K135871, and as amended by Ordinance No. 62-16 (April 19, 2016), as Document No. 2016-K333253, and as it may be amended from time to time, the “Redevelopment Plan”).

WHEREAS, The Redevelopment Plan was adopted to alleviate blight by, among other things, redeveloping 10 acres of property owned by the State of California (the “State-owned parcels”) and generating funding for the Transbay Joint Powers Authority (“TJPA”) to construct the new Transbay Transit Center, now commonly referred to as the Salesforce Transit Center (the “STC”); and,

WHEREAS, The Transbay Redevelopment Project Area Implementation Agreement (the “Implementation Agreement”) is an enforceable obligation that requires the Office of Community Investment and Infrastructure (“OCII”), as the Successor Agency (the “Successor Agency”) to the former San Francisco Redevelopment Agency (the “Former Agency”), to among other things, “execute all activities related to the implementation of the Transbay Redevelopment Plan, including but not limited to, activities related to major infrastructure improvements.” (Section 2.1 (d) of the Implementation Agreement at p. 4) On April 15, 2013, the California Department of Finance (“DOF”) determined “finally and conclusively” that the Implementation Agreement, along with other Transbay-related documents, is an enforceable obligation that will not require additional DOF review in the future, although expenditures under the Implementation Agreement are subject to continuing DOF review; and,

WHEREAS, In July 2011, the Former Agency entered into an agreement (“Contract”) with CMG Landscape Architecture (“CMG”) to complete design documents for select elements of the 2006 Transbay Streetscape and Open Space Plan (“Streetscape Plan”) including the underutilized areas under the off-ramps (“Under Ramp Park,” “URP” or the “Project”) and streetscape improvements to Folsom and Essex Streets; and,

- WHEREAS, OCII has land use authority in the Project Area, but the Redevelopment Plan provides that the land use controls of the Redevelopment Plan apply in Zone 1 and the provisions of the Planning Code apply in Zone 2. Under a Delegation Agreement between the Former Agency and the Planning Department (May 3, 2005), OCII delegated its land use authority in Zone 2 to the Planning Department, except to the extent that a project involves “Agency Action,” such as Agency funding for the project. Accordingly, OCII may retain land use authority over the portion of URP in Zone 2 of the Project Area, but will work with the Planning Department to ensure compliance with the General Plan and Planning Code, as required under Section 9 of the Delegation Agreement and,
- WHEREAS, Through a series of public workshops and Transbay Citizens Advisory Committee (“CAC”) meetings, as well as extensive research and analysis, CMG and its sub-consultants (the “Design Team”) prepared detailed conceptual designs for URP (“Concept Designs”). On June 4, 2013, the Concept Design was approved by the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure (“Commission”); and,
- WHEREAS, In 2017, Caltrans agreed to lease its property in the URP (the reoriented I-80 Fremont Street off-ramp) to the TJPA, which will own or control all of the parcels comprising the Project and own URP’s improvements. In the spring of 2017, OCII directed CMG to modify its design work on the Project and update its original Concept Design; and,
- WHEREAS, In the fall of 2018, CMG finalized a draft Under Ramp Park Schematic Design document. The revised program for the Project envisions a 2.3-acre park situated predominantly under the Caltrans Interstate Highway 80 Fremont Street off-ramp and the TJPA bus ramp serving the new STC. URP’s program now envisions a mix of uses including a dog park, areas for children’s play, walking, biking, adult and youth sports, relaxation spaces, areas for events and community programs, and casual dining characterized by a beer garden/concessions building and three food kiosks in the upper floor of the planned 3,000 square foot pavilion building fronting Folsom Street. The lower story of the pavilion building features office space and storage for the East Cut Community Benefits District (“CBD”), as well as a conference/community room that can be used for parties or community meetings; and,
- WHEREAS, In addition to managing the design of the Project, OCII has also prepared an operations and maintenance budget for URP that showed over the first five years of operations URP’s expenses would consistently exceed its revenues; and,
- WHEREAS, In 2021, TJPA identified the East Cut Community Benefits District (“CBD”) as the URP Operator that would be responsible both for its operations and maintenance. TJPA will own or lease the property comprising URP. OCII will fund the Project’s design and construction, which will be managed by San Francisco Public Works (“SFPW”) under contract with OCII; and,

WHEREAS, TJPA, CBD, and OCII (collectively, the “Parties”) desire to memorialize this relationship and their respective roles in developing, managing and owning the Project through a non-binding term sheet (“Term Sheet”). The Term Sheet provides a summary of the Project, defines the respective roles of the Parties, describes the legal parcels that comprise the URP site, directs the CBD to prepare an operations and maintenance plan for the park, and outlines the CBD’s fundraising plan to cover the anticipated operating deficit; and,

WHEREAS, TJPA will require that CBD achieves two funding milestones. For the first milestone (“Fundraising Milestone 1”), the CBD must raise at least \$1.2 million dollars for the Project. After satisfying the milestone TJPA will authorize OCII to advance processing of construction documents for URP, submitting permit applications and other preconstruction activities for the park. The second fundraising milestone (“Fundraising Milestone 2”) establishes that the CBD must secure an additional \$1.8 million dollars for a grand total of \$3 million. Upon satisfying Fundraising Milestone 2 TJPA will authorize OCII to fund construction of the Project and SFPW will execute a construction contract with a General Contractor and issue a Notice to Proceed; and,

WHEREAS, The Commission’s authorization of the Term Sheet is an organizational activity of government that will not result in direct or indirect physical changes in the environment and is therefore not a “project” that requires environmental review under the California Environmental Quality Act Guidelines Section 15378(b)(5): now, therefore, be it

RESOLVED, The Commission, hereby approves a Term Sheet for Operations Agreement between TJPA, CBD, and OCII that is substantially in the form of the MOU that is attached to this Resolution.

I hereby certify that the foregoing resolution was adopted by the Commission at its meeting of January 18, 2022.



Commission Secretary

Attachment 1: Under Ramp Park – Proposed Term Sheet for Operations Agreement

November 15, 2021

Adam Van de Water
Executive Director
Transbay Joint Powers Authority
425 Mission Street, Suite 250
San Francisco, CA 94105

re: Under Ramp Park – Proposed Term Sheet for Operations Agreement

Dear Ms. Gonzales:

The East Cut Community Benefit District (the “CBD”) wishes to enter into an agreement (“Operations Agreement”) with the Transbay Joint Powers Authority (the “TJPA”) regarding operations, maintenance, and funding of the proposed Under Ramp Park (the “Park”).

Through this Term Sheet, we capture the current intentions and understandings of the CBD, the Office of Community Investment and Infrastructure (“OCII”), and TJPA on specified aspects of fundraising, development, operations, and maintenance of the Park; however, it is not a legally binding agreement, and it is not enforceable by any party against another. Any Operations Agreement would be subject to final approval by the CBD and the TJPA Board of Directors.

Any Operations Agreement also would be contingent on, among other things, TJPA, OCII, and the City and County of San Francisco Department of Public Works (“PW”) reaching a mutually-acceptable agreement regarding capital funding, design and construction of the Park (“Construction Agreement”).

Following are the terms currently contemplated by the CBD, TJPA, and OCII for the Operations Agreement and related aspects of Park development.

Park

The Park is planned to be located below and adjacent to the existing Caltrans Interstate 80 Fremont Street off-ramp and TJPA’s bus ramp connection to the Salesforce Transit Center. As planned, the Park is generally bounded by Howard Street to the north, First Street to the east, Folsom Street to the south, and Essex Street to the west. The Park is expected to total about 2.3 acres and span four blocks. See Schedule 1 – Site Plan (dated September 20, 2018).

The Park is one of the Parks and Greenspaces identified in OCII’s Transbay Redevelopment Project Area Design for Development and Transbay Streetscape and Open Space Plan documents, which implement the City’s and OCII’s Transbay Redevelopment Plan and establishes specific plans for all streetscapes improvements and parks on and adjacent to former State-owned property in the Transbay Project Area.

OCII is designing the Park. Based on OCII’s most recent schematic design for the Park, dated September 20, 2018, plans for the Park include gardens,

sports and recreation areas, food, beverage, and other small commercial spaces, public event spaces, community offices, and a dog park. As planned, approximately 25% of the Park will be open to the sky. The design of the Park is subject to change; TJPA cannot guarantee the Park elements, sizing, configuration, or related design issues. OCII will finalize the design of the Park with assistance from PW, subject to entitlement approvals, before the Operations Agreement is approved. The construction of the Park may occur in phases; TJPA cannot guarantee the timing for or scope of construction of the Park.

Property

TJPA owns a portion of the properties on which the Park will be located. TJPA has granted an easement to a private party for a portion of the TJPA property where the Park will be located (recorded March 2, 2018 as Doc No. 2018-K584625). Caltrans retains a right to retake a portion of the TJPA property if the property is not dedicated to park purposes by January 1, 2024 (see document recorded September 11, 2018 as Doc No. 2018K671708).

Caltrans owns the remainder of the properties on which the Park would be located. Although the Park is planned to span multiple blocks, the City ROW is not included in the design of the Park. See Schedule 1 – Site Plan.

Use of Caltrans property for the Park is subject to approval by Caltrans in its discretion. TJPA plans to seek Caltrans approval of a mutually-acceptable lease agreement for such occupancy and use. TJPA cannot guarantee that it will be able to reach such an agreement with Caltrans.

Under the Transbay Redevelopment Plan, most of the Park will be located in Zone 2, which is subject to the Planning Code and administration of land use approvals by the Planning Department under the Delegation Agreement (May 3, 2005) between the Planning Department and the former Redevelopment Agency. For Zone 2 projects that require OCII action, such as funding, the Delegation Agreement provides that final approval of the projects may remain with OCII subject to compliance with the Planning Code and consultation with the Planning Department. As the designer and funder of the Park, which are OCII actions, OCII intends to review and approve the Park.

TJPA

TJPA is a joint powers authority created under California Government Code Sections 6500 *et seq.* TJPA owns a portion of the property on which the Park would be located. TJPA has granted an easement to a private party for a portion of the TJPA property where the Park will be located, off Howard Street; design, construction, and operation of the Park must be consistent with that easement. TJPA will seek to enter a lease with Caltrans for occupancy and use rights on the portion of the Park planned to be located on Caltrans property.

A portion of TJPA's bus ramp is constructed on and over these properties; TJPA must ensure the construction and operation of the Park do not impair the safety or maintenance of those improvements.

Pursuant to a Construction Agreement, TJPA plans to authorize OCII to fund and PW to cause the construction of Park improvements on TJPA owned-property as well as the Caltrans leased properties. TJPA will own those Park improvements constructed on its property upon their completion. Caltrans is expected to own the Park improvements (or require removal of same) at the end of the term of the lease with TJPA.

Pursuant to the Operations Agreement, TJPA plans to contract with CBD to operate and maintain the Park and provide all funding associated therewith. The Greater Rincon Hill Community Benefit District (now known as the East Cut Community Benefit District) ("District") currently expires in June 2030; if the District and associated Assessment Funds are not timely extended and no alternate outside funding source can be identified, or if the Operations Agreement with the CBD is terminated, or if the City terminates the Administration Agreement with the CBD, TJPA would retain sole discretion on all decisions relating to operations and maintenance of the TJPA's property and the Park improvements (which may include closure if adequate outside funding for operations and maintenance cannot be secured).

OCII

OCII is the Successor Agency to the former Redevelopment Agency of the City and County of San Francisco. In 2012, the State of California dissolved the former Redevelopment Agency and established a successor agency to wind down redevelopment activities and complete some of the unfinished enforceable obligations of the former agency. OCII is a public entity separate from the City and County of San Francisco with a Mayoral-appointed Commission to which the Board of Supervisors has delegated authority. In addition, certain OCII actions, including its annual expenditure authorization, is subject to approval by the Oversight Board and the California Department of Finance ("DOF"). DOF finally and conclusively approved, as an enforceable obligation of OCII, the Transbay Implementation Agreement, which authorized the former agency to complete certain infrastructure improvements, including new public parks.

OCII will be the lead agency responsible for funding all costs related to the design and construction of the Park, subject to the approval of the budget and expenditures by the OCII Commission, the Board of Supervisors, the Oversight Board, and DOF. OCII intends to advance design of the Park with assistance from PW and its consultant contractor(s) as needed. OCII plans to enter into a Construction Agreement with TJPA and PW at the appropriate time. OCII, however, has no authority to acquire and operate the Park. OCII will not have any ownership or leasehold interest in either the land or the improvements for the Park during or after construction.

East Cut CBD

The CBD is a 501(c)(3) non-profit corporation. The CBD entered into an agreement with the City and County of San Francisco for implementing the Management Plan for the District and administering, managing, and providing property-related services, improvements, and activities funded with Assessment Funds in the District (“Administration Agreement”).

The Park is wholly within the boundaries of the District and described in the District’s Management Plan. The Management Plan and Administration Agreement contemplate that the CBD will operate and manage certain parks within the District in conjunction with their public owners. The proposal here for the CBD to operate and maintain the Park is consistent with the Management Plan and the Administration Agreement.

The CBD plans to raise all funds necessary for the operations and maintenance of the Park, and to be responsible for all operations and maintenance functions of the Park, including securing all approvals associated therewith, through at least June 2030.

Operations Plan and Operating Budget

The CBD shall prepare an operations and maintenance plan (“Operations Plan”) and 5-year operations and maintenance budget (“Operating Budget”) for TJPA’s review and approval that does all of the following:

- Provides a budget demonstrating no cost contributions from TJPA or OCII toward Park operation, maintenance, or repair through at least June 2030;
- Provides appropriate protection for TJPA’s facilities that may be affected by Park operations, such as security and hours of operation;
- Provides TJPA adequate permissions to repair and maintain TJPA bus ramp and related-transportation facilities that are located on the properties, as needed;
- Addresses the CBD’s operation and maintenance plans, including services, repairs, contractor retention and management, and programming decisions, while providing the CBD with discretion to operate and manage the Park;
- Demonstrates how the Operations Plan for the Park will achieve a unified, cohesive network of parks and greenspaces in the District;
- Ensures adequate public access to the Park;
- Ensures adequate maintenance, repair, and upkeep of the Park improvements;
- Includes reasonable reporting requirements to the TJPA Board of Directors regarding implementation of the Operations Plan, including Park operations and metrics of usage, maintenance activities, and budget.

TJPA’s approval of the Operations Plan and Operating Budget are a pre-condition to PW causing commencement of construction of the Park to occur.

Funds for Design & Construction

OCII plans to fund all costs related to the design and construction of the Park, subject to approval of the budget and expenditures by the OCII Commission, the Board of Supervisors, the Oversight Board, and DOF. OCII intends its funding strategy to be reflective of the design of the Park and the operation and maintenance concept described in this Term Sheet. TJPA cannot guarantee OCII's success in securing such funding or the timing therewith. TJPA has no source of funds available to contribute to the cost of design and construction of the Park.

Funds for Operations & Maintenance

The CBD plans to fund all costs related to the operations and maintenance of the Park (including any rent related to the Caltrans lease) through a combination of Assessment Funds, revenues generated by Park retail/event activities, and private donations. TJPA and OCII have no source of funds available to contribute to the cost of operations and maintenance of the Park.

Development Timeline and Milestones

OCII's development timeline for the construction of the Park is:

1. OCII will complete the Schematic Design of the Park and seek approval of the design from the Planning Department and/or the OCII Commission and the TJPA Board of Directors (± 5 months): [Jan 2022 – May 2022]
2. TJPA (as the landowner) will obtain, with the cooperation of OCII (as the designer and funder), all necessary entitlement approvals (±3 months): [Jun 2022 – Aug 2022]
3. OCII will secure all funds necessary for design and construction based on budget approved by TJPA and by the OCII Commission, Board of Supervisors, the Oversight Board, and DOF (±21 months): [Mar 2022 – Dec 2023]
4. PW will issue contractor & subcontractor bid documents, and TJPA, OCII, and PW will negotiate and enter the Construction Agreement (± 5 months): [Dec 2023 – May 2024]
5. OCII and/or PW, with the cooperation of the TJPAA, will oversee the processing of construction documents & permits (±15 months): [Sep 2022 – Dec 2023]
 - *Pre-conditions: TJPA and the CBD entering the Operations Agreement and the CBD achieving Fundraising Milestone 1*
6. TJPA will secure all necessary rights to affected Caltrans Rights of Way (± 7 months): [Jan 2022 – Jul 2022]
7. PW will cause commencement of construction to occur: [May 2024]
 - *Pre-conditions: The CBD achieving Fundraising Milestone 2 and TJPA approving the CBD's Operations Plan and Operating Budget*
8. Construction period (±24 months): [May 2024 – May 2026]

9. Construction contractor completes construction and conveys improvements and associated warranties to TJPA: [Jun 2026]

The activities identified above are intended to occur in sequence; TJPA reserves the right to not proceed with, and OCII reserves the right to not fund, a particular activity unless/until they determine in their discretion that any preceding activity has been adequately accomplished. The dates specified above are estimates only and are subject to change.

**CBD Fundraising
Commitment,
Timeline and
Milestones**

An estimate of anticipated operating expenses, revenues and net cash flows was commissioned by OCII in 2018. A summary of this preliminary operating budget is attached at Schedule 2.

The CBD will prepare an Operating Budget for TJPA review and approval that updates and refines the preliminary budget, and as a result, the amount of Supplementary Funds may be adjusted accordingly, and if so, any changes to required amounts of Supplementary Funds shall be reflected by adjusting accordingly the Fundraising Milestone 2 amount noted herein.

TJPA and OCII have no source of funds available to contribute to the cost of operations and maintenance of the Park; the CBD plans to fund all costs related to the operations and maintenance of the Park.

\$235,000 of Assessment Funds per year is currently dedicated under the Management Plan to Park operations and maintenance.

The CBD will engage in fundraising activities in an effort to dedicate at least \$3 million in private funds (“Supplementary Funds”) to supplement (i) the Assessment Funds already dedicated to the Park and (ii) anticipated Park net revenues identified in the preliminary budget. The purpose of the Supplementary Funds is to ensure the CBD has an adequate source of funding, including contingency/reserve and a source of funding for Park-related expenses that cannot be funded with Assessment Funds, for operation and maintenance of the Park for the period from the completion of Park construction through 2030. Supplementary Funds shall be held in one or more segregated, interest-bearing accounts until needed for Park operations and maintenance.

Certain TJPA actions regarding development of the Park shall be contingent on the CBD’s satisfaction of the following Fundraising Milestones:

Fundraising Milestone 1: The CBD has successfully raised and/or reserved at least \$1.2 million in Supplementary Funds for Park operation and maintenance; at least 50% of such amount shall be in the form of funds in hand, and the remaining amount may be in the form of written pledges from donors. The CBD has already received \$470,000 in Supplementary Funds toward Fundraising Milestone 1.

Fundraising Milestone 2: The CBD has successfully secured at least \$3 million in Supplementary Funds for Park operation and maintenance, in the form of funds in hand. Such amount includes the funds secured under Fundraising Milestone 1, but any written pledges from Fundraising Milestone 1 must be converted into funds in hand to qualify toward the Fundraising Milestone 2 amount.

OCII and TJPA Actions at Milestones Upon the CBD’s satisfaction of Fundraising Milestone 1, PW will oversee the processing of construction documents, submit a site permit application and other required permits for the Park, and take other steps related to advancement of the Park design and pre-construction phase.

Upon the CBD’s satisfaction of Fundraising Milestone 2, PW will cause commencement of construction to occur, and take other steps related to advancement of the Park construction.

Entitlement Approvals TJPA (as the landowner) will obtain, with the cooperation of OCII (as the designer and funder), all necessary entitlement approvals to develop and construct the Park. Entitlement approvals are expected to include, but not be limited to, obtaining all approvals required by Caltrans, the OCII Commission, the Planning Department, and the TJPA Board of Directors for, among other things, schematic design, as well as compliance with the California Environmental Quality Act.

Risk and Liability The CBD shall maintain adequate insurance coverage protecting TJPA and OCII from liability arising from Park operations and maintenance, including naming TJPA and its related entities as additional insureds. The CBD shall indemnify and defend TJPA, OCII and their respective related entities from claims arising directly or indirectly from fundraising, operations and maintenance of the Park and the CBD’s performance of the Operations Agreement.

Advance Access to Property TJPA, OCII, and PW will reasonably cooperate with the CBD in obtaining access to TJPA property in advance of completion of construction of the Park for the purpose of hosting fundraising events for the Park. The parties plan to negotiate and enter into an appropriate form of agreement(s) which may be part of or separate from the Operations Agreement.

Cooperation The parties shall reasonably cooperate and coordinate with each other to facilitate each party’s satisfaction of its obligations relative to the Park.

The parties shall respond promptly to requests for coordination, consultation and scheduling of meetings regarding the Park. The parties shall use good faith efforts to meet their respective obligations.

Form of Agreement The form of Operations Agreement between the TJPA and CBD may be a lease agreement, agreement for permit to enter, or other legal mechanism

to enable the CBD to enter TJPA's property and operate and maintain the Park consistent with the key terms and conditions herein.

Assumption of Risk

The CBD shall work diligently and in good faith to raise funds necessary to satisfy the Fundraising Milestones in a timely manner. The CBD will be solely responsible for all of the CBD's costs and expenses in this effort, and shall not have any claim against TJPA or OCII for reimbursement for any such costs and expenses, irrespective of whether Park construction proceeds.

The CBD acknowledges the risk that Park construction may not proceed and, notwithstanding the risk, wishes to enter the Operations Agreement.

Public Communications

The CBD and TJPA agree that they will not issue any press release or hold any press conference with respect to the CBD's Park fundraising efforts without agreement of the other party, which agreement shall not be unreasonably withheld. This provision is not intended to restrict the parties from presenting this term sheet, the proposed agreements contemplated herein, or the Park plans, in the context of their public meetings, or from meeting their obligations under federal, state, or local law.

Assignment; Termination

The CBD may not assign the Operations Agreement without TJPA's consent, which it may grant or withhold in its sole discretion. In the event the City and County of San Francisco terminates the Administration Agreement, TJPA would have the right to consent to assignment of the Operations Agreement to the successor, or terminate the agreement. The parties would have certain rights to terminate the Operations Agreement upon default of a party, upon notice and after expiration of any cure periods.

Other Terms and Conditions

The Operations Agreement generally is expected to incorporate terms and conditions similar to the Administration Agreement and other agreements between the CBD and TJPA.

If the above terms to be negotiated meet with the approval of you and the TJPA Board of Directors, please execute where indicated below. Many thanks for your consideration; the CBD looks forward to working with OCII and TJPA to complete development and operation of this Park for the benefit of the public.

Sincerely,

The East Cut Community Benefit District,
a California 501(c)(3) non-profit corporation

By: _____

Name: Andrew Robinson
Title: Executive Director

Agreed and accepted this ___ day of _____, 2022.

Transbay Joint Powers Authority,

By: _____

Name: Nila Gonzales
Title: Interim Executive Director

Acknowledged this ___ day of _____, 2022.

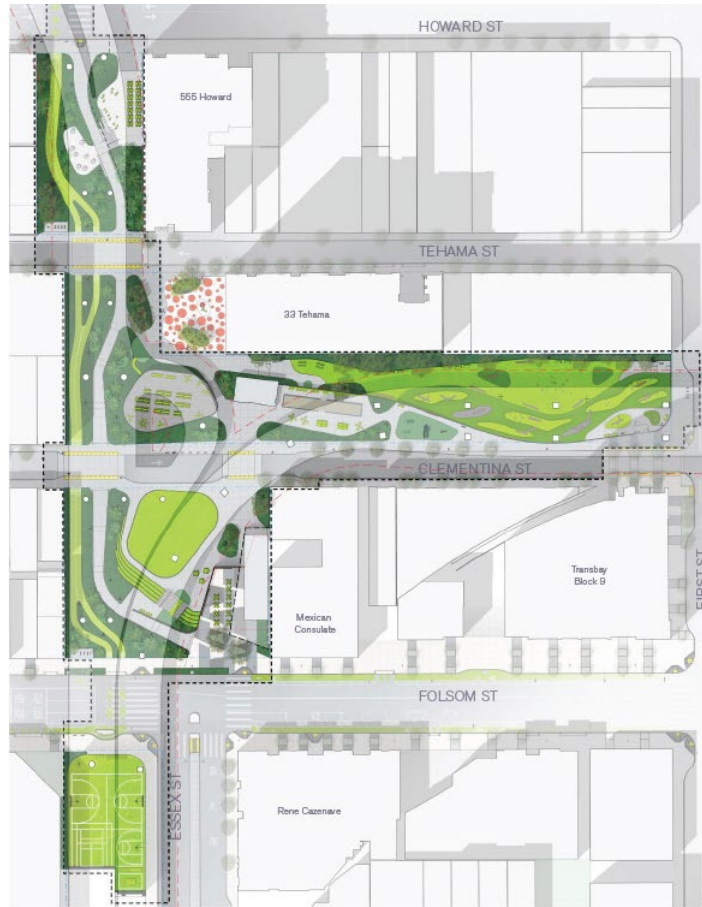
Office of Community Investment and Infrastructure,

By: _____

Name: Sally Oerth
Title: Interim Executive Director

SCHEDULE 1

SITE PLAN



Plan Rendering with Overhead Ramps

UNDER RAMP PARK 100% SCHEMATIC DESIGN

SCHEDULE 2

5 YEAR PRELIMINARY OPERATING BUDGET

URP Summary 5-YEAR CASH FLOW

Assumptions

Project Completed and Opens:	Jan-25
Annual Income Increase:	2.5%
Annual Misc. Income Increase:	2.5%
Annual Expense Increase:	3.5%
Complete FY (in months)	12
Vacancy/Collection Loss:	5%
Year 1 Revenue:	60% Assumes earning 60% of maximum potential income, despite park operating 9.5 months of 2025. Operations will need to ramp up so 60% of potential revenue is reasonable. Assumption is no vacancy during this year.
Year 2 Revenue:	90% Assumes earning 90% of maximum potential income, despite park operating for the full year. Assumption is no vacancy during this year.
Landscape Maintenance	0.00% Assumes landscape maintenance under contract for years 1 and 2, minimally

	Jan-25 Year 1	Jan-26 Year 2	Jan-27 Year 3	Jan-28 Year 4	Jan-29 Year 5
CBD URP Operations Services Contribution	\$471,522	\$471,522	\$240,476	\$245,286	\$250,191
Food Truck	\$36,000	\$54,000	\$60,000	\$61,500	\$63,038
Sport Court Rent	\$9,000	\$13,500	\$15,000	\$15,375	\$15,759
Event Rental Fees	\$68,377	\$102,565	\$113,961	\$116,810	\$119,730
Rent CBD Space	\$18,000	\$27,000	\$30,000	\$30,750	\$31,519
Rent Pavilion Food Kiosks	\$54,000	\$81,000	\$90,000	\$92,250	\$94,556
Rent Beer Garden/Adjacent Outdoor Space	\$139,212	\$208,818	\$232,020	\$237,821	\$243,766
Gross Potential Income	\$796,111	\$958,405	\$781,457	\$799,791	\$818,560
less: Vacancy/Collection Loss	\$0	\$0	(\$16,101)	(\$16,504)	(\$16,916)
Effective Gross Income	\$796,111	\$958,405	\$765,356	\$783,288	\$801,644
CBD Annual Assessment	(\$20,000)	(\$20,000)	(\$20,600)	(\$21,218)	(\$21,855)
Insurance	(\$26,850)	(\$26,850)	(\$27,790)	(\$28,762)	(\$29,769)
Maintenance Services	(\$56,907)	(\$56,907)	(\$58,899)	(\$60,960)	(\$63,094)
Janitorial Services	(\$34,865)	(\$34,865)	(\$36,085)	(\$37,348)	(\$38,655)
Landscape Maintenance	\$0	\$0	(\$151,057)	(\$156,344)	(\$161,816)
Security Services	(\$337,961)	(\$337,961)	(\$349,790)	(\$362,032)	(\$374,703)
Signage	(\$10,000)	(\$10,000)	(\$10,350)	(\$10,712)	(\$11,087)
Events	(\$150,000)	(\$150,000)	(\$155,250)	(\$160,684)	(\$166,308)
Management staff & administration	(\$355,000)	(\$355,000)	(\$367,425)	(\$380,285)	(\$393,595)
Marketing	(\$20,000)	(\$20,000)	(\$20,700)	(\$21,425)	(\$22,174)
Other Contracted Services	(\$9,708)	(\$9,708)	(\$10,048)	(\$10,399)	(\$10,763)
Trash Removal	(\$24,000)	(\$24,000)	(\$24,840)	(\$25,709)	(\$26,609)
Purchased Utilities	(\$132,216)	(\$132,216)	(\$136,844)	(\$141,633)	(\$146,590)
Capital Expenditures (annual)	(\$37,396)	(\$47,237)	(\$48,890)	(\$47,237)	(\$47,237)
Total Operating Expenses	(\$1,214,903)	(\$1,224,744)	(\$1,418,568)	(\$1,464,750)	(\$1,514,257)
Net Operating Income	(\$418,792)	(\$266,339)	(\$653,211)	(\$681,462)	(\$712,613)