



Office of the City Manager

CONSENT CALENDAR
November 18, 2025

To: Honorable Mayor and Members of the City Council

From: Paul Buddenhagen, City Manager

Submitted by: Scott Ferris, Director, Parks Recreation and Waterfront

Subject: License Agreement for Temporary Parking for Tom Bates Regional Sports Complex

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a license agreement and any amendments with the East Bay Regional Park District (EBRPD) for the City of Berkeley to use a portion of the North Basin Strip at McLaughlin Eastshore State Park for 18 months as temporary parking for Tom Bates Regional Sports Complex visitors during construction.

FISCAL IMPACTS OF RECOMMENDATION

This recommendation has no fiscal impact as there is no cost associated with the license agreement to use a portion of the North Basin Strip.

CURRENT SITUATION AND ITS EFFECTS

The Tom Bates Regional Sports Complex is one of the most highly used sports facilities in the region, serving around 19,000 youth and adult athletes every year. The City of Berkeley (City) is preparing to construct much-needed Phase 2 improvements including restrooms, a meeting facility, a storage room, six pickleball courts, and an additional grass soccer field on-site. The construction activity will use a large portion of the Sports Complex's existing parking lot to stage vehicles, equipment, and materials. During this construction period, the City will use a portion of the North Basin Strip (owned by EBRPD) to temporarily provide parking for visitors. The proposed location for the temporary parking lot is an existing paved site west of the current lot.

On February 7, 2023, the EBRPD Board of Directors passed Ordinance No. 2023-02-025 (Exhibit B) authorizing its General Manager to enter into a License Agreement (Exhibit A) granting the City temporary use of a portion of the North Basin Strip for Tom Bates Regional Sports Complex visitor parking. Council approval is needed for the City Manager to execute the License Agreement with EBRPD.

BACKGROUND

The North Basin Strip is west of the Tom Bates Regional Sports Complex and is operated by EBRPD as part of the McLaughlin Eastshore State Park Regional Shoreline.

In 2007, the City entered into a Ground Lease agreement with EBRPD for the Tom Bates Regional Sports Complex property (formerly known as Gilman Fields) at 400 Gilman Street in Berkeley. As part of the Ground Lease agreement, the City agreed to construct improvements on the property. The City is now preparing to construct “Phase II Improvements,” which will build much-needed restrooms, a meeting facility, a storage room, six pickleball courts, and a grass soccer field on-site.

This construction is a Strategic Plan Priority Project advancing the City’s goal to provide state-of-the-art, well-maintained infrastructure, amenities, and facilities. The construction is funded by Measure T1 bonds, the Capital Improvement Fund, and the Parks Tax.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

The license agreement provides the City temporary use of an existing paved area on EBRPD property that was previously used as overflow parking for the Golden Gate Fields Racetrack for several decades. There is no environmental impact associated with this license agreement.

RATIONALE FOR RECOMMENDATION

The Tom Bates Regional Sports Complex is one of the most highly used sports facilities in the region. The License Agreement allows the City to maintain public access to this high-demand resource that serves Berkeley and the region while the existing parking lot is used to stage construction activities.

CONTACT PERSON

Scott Ferris, Director, Parks Recreation and Waterfront, 981-6700

Attachments:

1: Resolution

Exhibit A: License Agreement

Exhibit B: East Bay Regional Park District Ordinance No. 2023-02-025

RESOLUTION NO. ##,###-N.S.

LICENSE AGREEMENT FOR TEMPORARY PARKING FOR TOM BATES REGIONAL
SPORTS COMPLEX

WHEREAS, in 2007, the City of Berkeley (“City”) entered into a Ground Lease agreement with the East Bay Regional Park District (“EBRPD”) for the property at 400 Gilman Street in Berkeley, now known as the Tom Bates Regional Sports Complex; and

WHEREAS, as part of the Ground Lease, the City agreed to complete improvements on the leased premises; and

WHEREAS, the City will construct Phase II improvements including restrooms, a meeting room, a storage room, six pickleball courts, and an additional grass soccer field on the leased premises, and staging for the construction will occupy a large portion of the Sports Complex parking lot; and

WHEREAS, the EBRPD Ordinance No. 2023-02-025, passed February 7, 2023, authorizes and directs the agency’s General Manager to grant a license agreement with the City for the use of an approximately one-half acre area, located west of the Tom Bates Regional Sports Complex and within McLaughlin Eastshore State Park Regional Shoreline known as the “North Basin Strip,” to serve as a temporary parking lot for visitors during the construction period.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is authorized to execute a license agreement and any amendments with the East Bay Regional Park District for the City to use a portion of the North Basin Strip at McLaughlin Eastshore State Park Regional Shoreline for 18 months as temporary parking for Tom Bates Regional Sports Complex visitors.

Exhibits

A: License Agreement

B: East Bay Regional Park District Ordinance No. 2023-02-025

LICENSE AGREEMENT

for
TEMPORARY PARKING FOR TOM BATES REGIONAL SPORTS COMPLEX

EAST BAY REGIONAL PARK DISTRICT
and
CITY OF BERKELEY

McLAUGHLIN EASTSHORE STATE PARK

This AGREEMENT is made and entered into this _____ day of _____, 2025, (herein referred to as the “Effective Date”) by and between the EAST BAY REGIONAL PARK DISTRICT, a California special district, hereinafter called "PARK DISTRICT," and the CITY OF BERKELEY, a political subdivision of the State of California, hereinafter called “CITY”. PARK DISTRICT and CITY are referred to collectively herein as the “Parties.”

RECITALS

1. PARK DISTRICT is the owner of a 47.15-acre property (herein referred to as the “North Basin Strip Property”) located in Berkeley and comprised of two parcels identified as Alameda County Assessor’s Parcel Nos. 060 -2529-001-004 and 060 -2529-002-01; and
2. The North Basin Strip Property is operated by the PARK DISTRICT as part of the McLaughlin Eastshore State Park, subject to the terms and conditions of the 2002 *Eastshore State Park General Plan* and the 2013 *Operating and Management Agreement* executed by the PARK DISTRICT and the California Department of Parks and Recreation (hereinafter referred to as “State Parks”); and
3. The PARK DISTRICT leases to the CITY an adjacent 15.73-acre property identified as Alameda County Assessor’s Parcel No. 060 -2529-001-06 and known as the Tom Bates Regional Sports Complex and commonly referred to as the “Gilman Fields” (and so named in this agreement) under the terms and conditions of the 2007 *Ground Lease*; and
4. The CITY is preparing to construct the Phase II Improvements at the Gilman Fields, first described in the *Ground Lease*, and the construction activities will necessitate the staging of vehicles, equipment, and materials on a large portion of the Gilman Fields parking lot; and
5. Therefore, the CITY wishes to use a portion of the PARK DISTRICT’s North Basin Strip for temporary parking for Gilman Fields visitors; and
6. The temporary use of this section of the North Basin Strip Property for parking is consistent with Section III, Chapter D, item 3 of the *Eastshore State Park General Plan* and Section 15 of the *Operating and Management Agreement*; and
7. The PARK DISTRICT has secured the necessary concurrence from State Parks, pursuant to Section 15 of the *Eastshore State Park General Plan* and Section 15 of the *Operating and Management*

Agreement; and

8. The CITY shall secure the required permit from the Bay Conservation and Development Commission (“BCDC”), which is necessary for this licensed use because the greater portion of the North Basin Strip Property is located within BCDC’s jurisdiction.

Therefore, PARK DISTRICT, for a good and valuable consideration and in further consideration of the faithful performance and observance by CITY of all the terms and conditions herein contained, does hereby grant to CITY a license for the use of a portion of the North Basin Strip Property.

The license is granted by PARK DISTRICT and accepted by CITY upon the following terms and conditions and CITY does hereby agree with PARK DISTRICT as follows:

1. LICENSED PREMISES

Subject to the terms and conditions set forth in this agreement, PARK DISTRICT hereby licenses to CITY and CITY hereby licenses from PARK DISTRICT a 75-foot-wide by 385-foot-long portion of that property identified as Alameda County Assessor’s Parcel No. 060 -2529-001-04 and 060 -2529-002-01, hereinafter referred to as the “Licensed Premises.” The 28,875-square-foot Licensed Premises are depicted in Exhibit A, attached hereto.

2. TERM

The term of this License shall be eighteen (18) months, commencing on the Effective Date (“Term”). Notwithstanding anything herein contained to the contrary, PARK DISTRICT shall also have the right to terminate this License as to all or any portion of the Licensed Premises if PARK DISTRICT requires the Licensed Premises to be devoted to park development or other park-related purposes. Said termination shall become effective upon PARK DISTRICT giving CITY ninety (90) days’ prior written notice thereof. In the event that PARK DISTRICT terminates the License or the License automatically terminates pursuant to this section, PARK DISTRICT shall not be liable for any damage caused to CITY due to the early termination, and CITY expressly waives any claim for damages due to termination of the License.

3. PURPOSE

The purpose of this License is to provide temporary public vehicular parking for the users of the adjacent Gilman Fields while the Gilman Fields parking lot is impacted by the Phase II Improvements construction project.

4. TITLE OF PARK DISTRICT

CITY hereby acknowledges the title of PARK DISTRICT in and to the Licensed Premises and agrees never to assail or to resist said title. CITY agrees that it has not nor will it hereafter acquire any rights or interest in the Licensed Premises, nor does CITY have nor will it obtain any right or claim to the use of the Licensed Premises beyond those specifically granted in this License.

5. PARK ACCESS

CITY may access the Licensed Premises from 8:00am to 11:00pm, corresponding to the Gilman Fields operational hours.

6. TERMS OF USE

CITY's use of the Licensed Premises is subject to the following terms and conditions:

- a) The CITY shall obtain all necessary permits for the improvements on the Licensed Premises and the operation of a parking lot on the Licensed Premises.
- b) The CITY shall construct the improvements and operate the parking lot in accordance with all applicable local, state, and federal laws, rules, and regulations.
- c) The CITY shall install sufficient additional cyclone fencing to secure the Licensed Premises and prevent unauthorized vehicular ingress during the Gilman Fields' closed hours.
- d) However, the CITY shall include a 10'-wide gap in the center of the newly constructed southern fence for emergency vehicle and pedestrian/bicyclist ingress and egress, with a bollard in the middle to prevent vehicular trespass to the southern portion of the North Basin Strip Property.
- e) The CITY shall install signage directing San Francisco Bay Trail and North Basin Strip Property pedestrians and cyclists to travel along the northern, western, and southern fencelines of the Licensed Premises, to avoid vehicles entering and exiting the Licensed Premises.
- f) The CITY shall install signage to indicate that the Licensed Premises are for the sole use of Gilman Fields visitors on a temporary basis, that parking lot hours are 8:00am to 11:00pm, and that overnight parking is prohibited.
- g) The CITY shall install its own lock on the daisy chain of locks and keep the gate locked from 11:00pm to 8:00am.
- h) The CITY shall construct four Americans with Disabilities Act-compliant parking spaces.
- i) The CITY shall keep the Licensed Premises free of litter and weeds.
- j) CITY shall not leave or allow to remain on the Licensed Premises any garbage, refuse, debris, construction equipment or materials associated with the Phase II Improvements project, or any personal property.

If CITY violates any of the terms of use, PARK DISTRICT shall promptly notify the CITY of such violations, and the CITY shall have ten (10) calendar days to cure such violations. If the CITY fails to cure within ten (10) calendar days following notice by PARK DISTRICT, CITY will pay PARK DISTRICT any actual and reasonable costs incurred by PARK DISTRICT; provided, however, if the cure would reasonably take longer than ten (10) days to complete, CITY will be deemed to be in compliance if it commences the cure within such ten (10) day period and diligently prosecutes the same to completion.

7. REVOCATION

PARK DISTRICT may suspend or revoke this license in the event that CITY violates the terms of this License after providing written notice and an opportunity to cure.

8. CLEAN-UP AND SURRENDER OF LICENSED PREMISES TO PARK DISTRICT

At the expiration of the Term, or when CITY no longer requires access to and use of the Licensed Premises, or in the event that PARK DISTRICT revokes this License for CITY's failure to abide by the terms and conditions, whichever occurs sooner, CITY shall, at its sole expense, properly remove all of its fencing, gate, and signage from the Licensed Premises, and shall leave the Licensed Premises in as good order and condition as it was delivered to CITY as of the Effective Date.

If CITY fails to cure within thirty (30) calendar days following notice by PARK DISTRICT, CITY agrees to promptly reimburse PARK DISTRICT for any actual and reasonable costs incurred by PARK DISTRICT in repairing any damage done to the Licensed Premises caused by CITY's occupation or use, excepting reasonable wear and tear, and damage by the elements; provided, however, if the cure would reasonably take longer than thirty (30) days to complete, CITY will be deemed to be in compliance if it commences the cure within such thirty (30) day period and diligently prosecutes the same to completion.

9. NOTICES

All notices pursuant to this License other than the above notification for access in Section 10 hereinabove shall be addressed as set forth below or as either party may subsequently designate by written notice and shall be sent through the United States mail, email or by personal delivery. Email notices must clearly state that it is a notice given under this License.

TO: PARK DISTRICT
Land Acquisition Department
East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605-5369
ATTN: Land Acquisition Department
Or by email to:
landacquisition@ebparks.org

TO: CITY
Scott Ferris
Director of Parks, Recreation and Waterfront
City of Berkeley
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

10. DAMAGE AND DESTRUCTION

If during the Term any of the Licensed Premises is wholly or partially destroyed from any cause, PARK DISTRICT shall have no obligation to repair or restore such damage and may elect, by written notice at any time after such damage or destruction occurs, to terminate this LICENSE effective the date of such notice. PARK DISTRICT's written notice will include a description of the cause of such damage if known. If such damage renders the area no longer suitable for CITY's use, CITY may elect to terminate the License and shall provide PARK DISTRICT with written notice.

If such damage is caused by the actions of CITY then CITY shall restore said Licensed Premises to substantially the same condition as immediately before the damage. In the event of damage caused by the CITY, CITY shall notify PARK DISTRICT within ten (10) business days and subsequently shall submit plans for repair to PARK DISTRICT for PARK DISTRICT's review and approval, which shall not be unreasonably withheld, conditioned or delayed. The PARK DISTRICT reserves the right to require CITY to temporarily or permanently vacate the Licensed Premises if the PARK DISTRICT deems any condition on the Licensed Premises to be unsafe for occupancy, upon written notice that includes a description of the reason(s) the

Licensed Premises has been deemed no longer safe for occupancy and the cause of such condition if known.

11. INDEMNIFICATION

CITY shall indemnify, save, protect, defend and hold harmless PARK DISTRICT, its boards, officers, employees, agents and contractors from and against any and all loss, liability, expense, claims, costs, suits and damages, including attorney's fees, arising out of or connected with CITY'S use and possession of the Licensed Premises, except to the extent that such damages or claims are due to the gross negligence, willful misconduct or intentional acts or intentional omissions of PARK DISTRICT or any of its officers, employees, agents, contractors, successors, assigns, and invitees.

As to claims arising from this License or from CITY's use and possession of the Licensed Premises, no party is liable to any other party for any of the following: (A) indirect or consequential loss; (B) loss of profits, loss of prospective economic advantage or benefit, or loss of business opportunity, whether direct or indirect; or (C) punitive or exemplary damages.

CITY agrees that the use of the equipment herein described within Licensed Premises shall be operated with all reasonable diligence and precaution to avoid damage or harm to the land, property, or personnel of PARK DISTRICT.

12. INSURANCE

- a) CITY shall procure and keep in force during the term of the License, at CITY's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California and which are acceptable to PARK DISTRICT in PARK DISTRICT'S sole opinion. CITY shall, within fifteen (15) days from the date of the License, supply PARK DISTRICT with a copy of any policy certified to be a true and complete copy of the original showing that such insurance is in force prior to commencement of the term. Coverage shall be at least as broad as:
 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be twice the required occurrence limit.
 2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if CITY has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

4. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work performed, with a limit no less than \$2,000,000 per claim or occurrence and \$4,000,000 aggregate per policy period of one year.

Each of the above policies must contain a provision that policy shall not be cancelled or materially changed without thirty (30) days' prior written notice to PARK DISTRICT. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of CITY to furnish the required insurance during the term of the License.

- b) The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. Additional Insured Status. PARK DISTRICT, its officers, directors, officials, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CITY including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to CITY's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 2. Primary Coverage. For any claims related to this contract, CITY's insurance coverage will be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the PARK DISTRICT, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by PARK DISTRICT, its officers, directors, officials, agents, employees, or volunteers will be excess of CITY's insurance and will not contribute with it.
 3. Self-Insured Retentions. Self-insured retentions must be declared to and approved by PARK DISTRICT. PARK DISTRICT may require CITY to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
 4. Acceptability of Insurers. Insurers must maintain a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to PARK DISTRICT.
 5. Verification of Coverage. CITY will furnish PARK DISTRICT with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by PARK DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning will not waive CITY's obligation to provide them. PARK DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
 6. Failure of Coverage. Failure, inability or refusal of CITY to take out and maintain during the entire term of this License any and all of the insurance as aforesaid shall at the option

of PARK DISTRICT constitute a breach of this License and justify immediate termination of the same.

If required, CITY shall cause to be procured and maintained in force during all times this License is in effect and during the time any of the work herein referred to is being performed, and six months thereafter, public liability and property damage insurance, including completed operations, contractual, and owned and non-owned automobiles in the sum of one million and no/100 dollars (\$1,000,000.00) combined single limit. PARK DISTRICT and its directors, officers, agents and employees shall be named as additional insureds in such insurance coverage which shall be filed with PARK DISTRICT prior to the time of issuance of this License. Said certificate shall provide that such insurance coverage will not be canceled or reduced without at least 30 days' prior written notice to the PARK DISTRICT Representative.

CITY will be permitted to self-insure in lieu of the requirements for insurance secured from a private carrier. CITY shall submit a letter of self-insurance signed by a duly authorized representative to the PARK DISTRICT evidencing that CITY's self-insurance program is in full force and effect.

13. CONFLICT OF INTEREST

Neither PARK DISTRICT, nor any director, employee, agent, representative, contractor or supplier of PARK DISTRICT, may in connection with this License (A) give to or receive from any director, officer, employee, or agent of CITY or its affiliate anything that is more than a nominal cost or value, or (B) enter into any business arrangement with any director, officer, employee, or agent of CITY or its affiliate without CITY's prior written consent.

14. RECORDS AND INSPECTION

Up until 24 months from the end of the calendar year in which this License is terminated, (A) PARK DISTRICT and CITY shall retain all records related to this License and, (B) the other Party may inspect at any time all records to confirm that the requirements of this License are met.

15. ELECTRONIC SIGNATURES

This License may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this License and shall have the same force and effect as a manually executed original.

16. COUNTERPARTS

The exchange of counterpart signature pages between the Parties constitutes execution and delivery of this License. Executed signature pages sent by email, scan or otherwise by photocopy are valid means of delivery.

17. SEVERABILITY AND SAVINGS

Each provision of this License is severable, and any determination of invalidity of any provision does not affect any other provision.

18. PRIOR AGREEMENTS

This License supersedes all prior and contemporaneous representations, agreements, or commitments between the Parties concerning the subject matter of this License.

19. RESOLUTION OF DISPUTES

If a dispute arises between the Parties relating to this License, the Parties agree to resolve the dispute first by negotiation in good faith. If the dispute cannot be resolved by direct negotiation, the Parties agree to mediate the dispute before initiating litigation or arbitration. All mediation and arbitration fees and costs must be paid equally and each party shall bear its own attorneys' fees and costs in connection with such mediation and arbitration.

IN WITNESS WHEREOF, the Parties have executed this License effective as of the last date set forth below.

LICENSOR

EAST BAY REGIONAL PARK DISTRICT

By: _____
Sabrina Landreth
General Manager

Date: _____

Approved as to Form:

By: _____
Jason Rosenberg
Assistant District Counsel

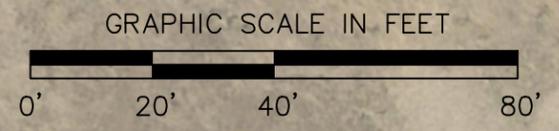
Date: _____

LICENSEE

CITY OF BERKELEY

By: _____
Paul Buddenhagen
City Manager, City of Berkeley

Date _____



NORTH LOT



EXHIBIT A: LICENSED PREMISES
NORTH BASIN STRIP
MCLAUGHLIN EASTSHORE STATE PARK

EAST BAY REGIONAL PARK DISTRICT

ORDINANCE NO.: 2023 – 02 – 025

February 7, 2023

AUTHORIZATION TO AMEND THE GROUND LEASE WITH THE CITY OF BERKELEY AT
THE TOM BATES REGIONAL SPORTS COMPLEX SITE TO EXTEND THE TERM OF THE
LEASE THROUGH DECEMBER 31, 2053 AND TO GRANT A LICENSE AGREEMENT FOR
TEMPORARY PARKING:
MCLAUGHLIN EASTSHORE STATE PARK REGIONAL SHORELINE

WHEREAS, in December 2003, the East Bay Regional Park District (Park District) purchased a 15.73-acre property adjacent located south of Gilman Street and west of Interstate 80 from MEC Landholdings, LLC and then entered into a joint powers agreement (JPA) with the cities of Berkeley, Albany, El Cerrito, Emeryville, and Richmond for the development and operation of sports fields on the property; and

WHEREAS, the Park District and City of Berkeley (City) then entered into a Cooperative Funding Agreement which enabled the City to design and construct the sports fields and facilities; and

WHEREAS, in 2007, by No. 2007-03-070, the Park District Board of Directors authorized a 25-year Ground Lease with the City of Berkeley for the City's operation and maintenance of the Tom Bates Regional Sports Complex at the site; and

WHEREAS, Phase I of the project included the design and construction of two artificial turf soccer fields, two grass soccer fields, a grass softball field, and parking for well over one hundred cars; and

WHEREAS, Phase II of the project will include much-needed restroom facilities, a fieldhouse with storage, classroom and office space, a youth soccer field, and pickleball courts; and

WHEREAS, the City plans to fund the Phase II improvements with its local City Measure T1 bond program, passed by Berkeley voters in 2016, and because that bond measure requires that the City have a formal land tenure agreement for the 25- to 30-year length of the bond, the City has requested an early extension of the Ground Lease, which is set to expire on March 19, 2032; and

WHEREAS, the proposed amendment would extend the current term of the Ground Lease through December 31, 2053, to satisfy the land tenure requirement of the bond measure, while the City would retain the option to extend the Ground Lease up to an additional 25 years upon mutual agreement by the Park District and the City; and

WHEREAS, the City is also requesting the use of an approximately one-half acre portion of the adjacent "North Basin Strip" located within McLaughlin Eastshore State Park Regional Shoreline (MESP) to serve as a temporary parking lot for sports complex visitors during the project construction period, and the grant of a license agreement to the City for this purpose is a permissible action under the terms of the 2002 MESP General Plan; and

WHEREAS, the extension of the term of the Ground Lease is categorically exempt from California Environmental Quality Act (CEQA) requirements for preparing and processing environmental documentation pursuant to Section 15301 of State CEQA Guidelines which in part exempts the leasing of existing public facilities, and the City of Berkeley will be the lead agency responsible for compliance under CEQA for the planned Phase II improvements;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the East Bay Regional Park District hereby authorizes the General Manager to amend the City of Berkeley's Ground Lease at the Tom Bates Regional Sports Complex site to extend the term of the lease through December 31, 2053, while retaining the City's option to further extend the Ground Lease up to an additional 25 years upon mutual agreement by the Park District and the City; and

BE IT FURTHER RESOLVED that the General Manager is hereby authorized to grant a license agreement to the City for the use of an approximately one-half acre area, located adjacent to the sports complex and within McLaughlin Eastshore State Park Regional Shoreline, to serve as a temporary parking lot for sports complex visitors during the project construction period; and

BE IT FURTHER RESOLVED that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director Corbett, seconded by Director Echols, and adopted this 7th day of February, 2023 by the following vote:

FOR: Colin Coffey, Ellen Corbett, Elizabeth Echols, Dee Rosario, Dennis Waespi, Olivia Sanwong, John Mercurio.

AGAINST: None.

ABSTAIN: None.

ABSENT: None.


Dennis Waespi
Board President

CERTIFICATION
I, Yolande Barial Knight, Clerk of the Board of Directors of the East Bay Regional Park District, do hereby certify that the above and foregoing is a full, true and correct copy of Resolution No. 2023-02-025 adopted by the Board of Directors at a regular meeting held on February 7, 2023.


Tom Bates Regional Sports Complex Lease Renewal

McLaughlin Eastshore State Park



0 100 Feet

