



## Legislation Text

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**File #:** 16-187, **Version:** 1

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Staff Report for a Resolution Authorizing the City Manager to Execute a Lease Agreement with the Sung Hui Paskewitz Living Trust for Operation of the Pelton Center Way Parking Lot at 100 Pelton Center Way (APNs 77-545-32-1 and 77-545-9)

### **SUMMARY AND RECOMMENDATIONS**

Staff recommends that the City enter into a lease agreement with the property owners of Pelton Center in order to keep the parking at Pelton Center open to the general public, and to enforce reasonable parking regulations to govern its use.

### **BACKGROUND**

In April 1959, the City leased the Pelton Center Way parking lot from Pelton Estates, a California corporation, for public use and commenced enforcement of parking regulations to govern the use and enjoyment of the premises. The Pelton property changed ownership over several incarnations between 2001 and 2009, the last of which rendered Sung Hui Paskewitz the sole owner under the Sung Hui Paskewitz Living Trust. Throughout the changes in ownership, the terms of the 1959 lease remained in effect. Due to the many changes in ownership over the years, the need arose to establish a new and up-to-date lease agreement that appropriately represents the parties and their objectives.

### **Analysis**

The execution of this Lease Agreement would terminate the 1959 Lease and enter into updated terms for operating and enforcing the approximately 75 public off-street parking spaces in the Pelton Center lot. By leasing the lot, the City essentially makes the Pelton Center parking lot part of the City's public parking system. Use of this lot would continue to significantly boost the inventory of publically available parking for shoppers and visitors in Downtown San Leandro, for which a Downtown Parking Strategy is currently being developed. The new Lease Agreement was negotiated jointly by the Community Development Department and the Police Department.

Most of the 75 spaces are currently permitted for two-hour parking. Under the previous and now proposed lease terms, the City maintains the authority to set parking regulations and issue citations. Pelton acknowledges in the lease that the parking on the Premises must be available to the general public without restriction and further agrees that it will not post any signage that restricts the use of any parking spaces for Pelton's owners, agents, employees, tenants, customers, business invitees or specific members of the general public. Revenue from citations will continue to go to the General Fund.

The term of the lease is for one (1) year from the effective date and will automatically extend for an additional year on each annual anniversary of the effective date upon payment of rent, unless

terminated. Either party may terminate the agreement, with or without cause, upon sixty (60) days' advance written notice to the other party.

### **Current Agency Policies**

Pursuant to Section 6-1-845 of the San Leandro Municipal Code, City shall adopt reasonable parking regulations to govern the use and enjoyment of the Premises. The City may adopt regulations which may include, among other things, regulations pertaining to parking time limits, but shall exclude regulations providing for the installation and use of parking meters. The City agrees to confer with Pelton prior to implementation of changes to the parking regulations.

### **Previous Actions**

- In April 1959, City of San Leandro and The Pelton Estates Company executed a lease with respect to Pelton Center Way, an off-street parking lot in Pelton Plaza Shopping Center that has been held open to the public.

### **Legal Analysis**

This Lease Agreement has been reviewed by the City Attorney and approved as to form.

### **Fiscal Impacts**

There is no fiscal impact, as this agreement continues a long-term arrangement. The City's annual rent paid to the Pelton Center is \$1.

### **ATTACHMENT**

#### **Attachment to Resolution**

- Lease Agreement

**PREPARED BY:** Lars Halle, Development Coordinator, Business Development