

CARSON REFINERY PERIMETER BEAUTIFICATION AGREEMENT

THIS CARSON REFINERY PERIMETER BEAUTIFICATION AGREEMENT (“Agreement”) is executed as of May __, 2019 by and between the **CITY OF CARSON**, a California municipal corporation (“City” or “Carson”), and **TESORO REFINING & MARKETING COMPANY LLC**, a Delaware limited liability company, authorized to do business in California (“Tesoro”). City and Tesoro may be referred to, individually or collectively, as “Party” or “Parties”, as applicable.

RECITALS

A. Tesoro owns and operates the petroleum refinery located at 2350 East 223rd Street in Carson (“Carson Refinery”). The Carson Refinery manufactures gasoline, jet fuel, diesel fuel, petroleum coke, fuel oil, fuel gases, propylene and calcined coke. It receives crude oil at terminals in the Los Angeles/Long Beach Port Complex, and ships products throughout Southern California, Arizona and Nevada via product distribution pipelines and terminals.

B. Tesoro is in the process of implementing the Los Angeles Refinery Integration and Compliance (“LARIC”) project. As part of the LARIC project, the Carson Refinery will be more fully integrated with the Tesoro Los Angeles Refinery – Wilmington Operations, located at 2101 East Pacific Coast Highway in the Wilmington District of the City of Los Angeles, to form the Los Angeles Refinery. In addition to further Refinery integration, the LARIC project is designed to comply with federally-mandated Tier 3 gasoline specifications and with State and local regulations mandating emission reductions. The LARIC project is expected to substantially reduce greenhouse gas (GHG), sulfur oxides (SOx), nitrogen oxides (NOx), and carbon monoxide (CO) at the Los Angeles Refinery.

C. Tesoro and the City entered into a Community Benefits Agreement (“CBA”) relating to the Los Angeles Refinery, including the LARIC project. The CBA was approved by the Carson City Council on July 5, 2017.

D. Tesoro and the City also entered into a Side Letter Agreement, dated July 5, 2017 (“Side Letter”), regarding potential conditions of approval for a conditional use permit as part of the LARIC project, defined in Section 2.1 of the CBA as the “AST CUP.”

E. Pursuant to the Side Letter, Carson and Tesoro have undertaken a collaborative process, in good faith, to seek agreement regarding the potential conditions discussed in that agreement. That process included in-person meetings and site visits to portions of the Carson Refinery property on May 29, 2018; July 31, 2018, September 13, 2018; and October 23, 2018.

F. As a result of that collaborative process, Carson desires that Tesoro make investments at the Carson Refinery to improve the aesthetic appearance of the facility, and Tesoro desires to make such investments to improve the quality of the environment and assist Carson residents in having a safe and healthy place to work, live and raise families. The Parties are entering into this Agreement to resolve comprehensively all issues between them in a cooperative manner, and thereby allow Tesoro to implement the aesthetic improvements.

NOW, THEREFORE, and in consideration of the mutual covenants contained herein and incorporating the Recitals above which are deemed to be true and correct, the Parties mutually agree to the following:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals set forth above as though fully set forth herein.

2. **Effective Date.** “Effective Date” means the date this Agreement has been executed by the last Party to sign as shown on the signature page below, following approval by public action taken at a duly noticed meeting of the City Council.

3. **Tesoro Beautification Project.** In accordance with the terms of this Agreement, Tesoro shall at its sole cost, and expense, implement aesthetic improvements along the boundary of the Carson Refinery (collectively, “Beautification Project”), including without limitation the following:

(a) Wilmington Avenue and 223rd Street Intersection: Installation of an urban statement along the fence line at the south-east corner of Wilmington Avenue and 223rd Street, including incorporation of decorative perforated metal screen panels into the fence if deemed feasible and appropriate by City staff. The design of these improvements shall be developed and agreed upon with the City staff.

(b) Wilmington Avenue: At the Carson Refinery perimeter along the east side of Wilmington Avenue from E. 223rd St. to Sepulveda Boulevard:

- (i) Replace existing fence fabric with new privacy slats;
- (ii) Install new landscaping and irrigation and remove all unhealthy landscaping;
- (iii) Amend and level soil in landscaped areas, including by adding ground cover or gravel if necessary;
- (iv) Replace missing and existing unhealthy juniper trees with bougainvillea trees;
- (v) Remove all unhealthy existing landscaping and add new landscaping with upgraded drought-tolerant landscaping and irrigation at the Gate 7 parking lot entrance (“Main Entrance”);
- (vi) Remove all unhealthy existing landscaping and replace with all new upgraded drought-tolerant landscaping and irrigation at the closed entrance on Wilmington Avenue;
- (vii) Install new irrigation and landscaping including trees approved by City staff for all medians identified by City staff along Wilmington Avenue from 223rd to Sepulveda Boulevard to be maintained by the City; and
- (viii) Install new landscaping and irrigation along Wilmington Avenue on an approximately 750-foot long stretch south of the Tank Farm CUP site, to the extent such property is owned by Tesoro or its affiliates.

(c) Wilmington Avenue and Sepulveda Boulevard Intersection: Installation of signage, irrigation, and landscaping, such as palm trees, at the north-east corner of Wilmington Avenue and Sepulveda Boulevard, consistent with the north-west corner, to

the extent feasible without impacting existing underground pipelines or utility lines in accordance with California State Fire Marshal regulations.

(d) Sepulveda Boulevard: At the Carson Refinery perimeter along the north side of Sepulveda Boulevard, approximately 1.0 mile in length:

- (i) Replace existing fence fabric with new privacy slats;
- (ii) Install rectangular bump-out fencing, spaced at approximately one thousand feet (1,000') intervals to match the existing medians,
- (iii) Install concrete with decorative stones at bump-out locations. The design of these improvements shall be developed and agreed upon with the City; and
- (iv) Install irrigation and plants and trees for all medians identified by the City along the Carson Refinery perimeter on Sepulveda Boulevard to be maintained by the City.

(e) Master Plan of Bikeways: A 6' bike lane with a 4' buffer shall be provided along the north side of Sepulveda Blvd. as deemed necessary by City staff. The buffered bike lanes shall provide additional space between the bike lane and auto travel lanes or on-street parking, but shall not require any reconfiguration or alteration to any sidewalks. The buffer space shall be painted with a hatched striping pattern.

(f) Street Repairs: Repair all sidewalks, curb, gutter, and driveways along Wilmington Avenue and Sepulveda Boulevard. To the extent that any such repairs or alterations require enhancements to ensure accessibility pursuant to the Americans with Disabilities Act ("ADA"), Tesoro shall make the necessary enhancements and alterations and ensure compliance with all ADA requirements.

(g) Long Term Maintenance: Tesoro shall be responsible for maintaining all improvements located on property owned by Tesoro (or its affiliates) that are installed for the Beautification Project and all other improvements located on the Carson Refinery.

All of the foregoing described improvements must be constructed, installed and maintained in accordance with applicable laws and regulations applicable to refineries including applicable City codes and regulations, ADA regulations, and Department of Homeland Security regulations for perimeter security. Tesoro shall prepare plans for Beautification Project for City's review and approval and shall design and complete the improvements in accordance with the Project Schedule attached hereto as Exhibit A.

4. **Deposit.** Within thirty (30) days following the Effective Date, Tesoro shall submit a deposit to the City in the amount of Fifty Thousand Dollars (\$50,000) (the "Project Deposit") as security for the performance and completion of the Beautification Project in accordance with the Project Schedule. Subject to Force Majeure, the Beautification Project shall be completed in accordance with City-approved plans and specifications, on or before May 30, 2021 (the "Outside Completion Date"), as certified by and accepted by the City. In the event Tesoro fails to complete the Beautification Project in accordance with the plans and specifications approved by the City on or before the Outside Completion Date, subject to Force Majeure and following notice from the City and a grace period of thirty (30) days to finish completion following such notice, Tesoro shall be deemed to be in immediate Default hereunder and City shall be entitled to retain the entire Project Deposit, or a reasonable portion thereof, in

the City's sole discretion. In such event, City shall give written notice of its retention of the Project Deposit to Tesoro.

5. **Utilities.** The City hereby agrees that it will not request or require Tesoro to install underground any existing or future utilities, including without limitation electrical distribution lines, at any location along the perimeter of or within the Carson Refinery property. The City further acknowledges and agrees that it has received, through the CBA and the provisions of this Agreement, adequate consideration for in-lieu fees relating to the undergrounding of utilities.

6. **Project Approvals.** The Parties hereby agree that construction of the Beautification Project will require the processing of ministerial permits, including an Administrative Site Plan and Design Review application, encroachment permits for work within the public right-of-way, grading permits, building and other similar permits, maps, plans, licenses or approvals by Carson, including any amendments or modifications thereto (collectively, "Permits"). The City shall accept for processing, review and action all applications for Permits, and such applications shall be processed in the normal manner for processing such matters in accordance with any then-existing land use regulations. The City hereby acknowledges and affirms that the Beautification Project is categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulations section 15304 (Minor Alterations to Land), however, if any action or challenge to the Beautification Project is filed or claimed by a third party, the City shall be entitled to require any necessary environmental review processing under CEQA. The Parties acknowledge that under no circumstances shall City be obligated in any manner to approve any Permit, or to approve any Permit with or without any particular condition. In the event the Beautification Project is determined to require any discretionary entitlement or environmental review, nothing herein shall obligate City to exercise its discretion in any particular manner, and any exercise of discretion reserved hereunder or required by law shall not constitute a waiver of the City's police powers and shall not be deemed to constitute a breach or default by City under this Agreement. Nothing in this Agreement limits, and Tesoro expressly reserves, any appeals, claims, rights or remedies Tesoro may have regarding the Permits, including the City's compliance with any applicable statutes, ordinances, regulations and/or codes with respect to processing, review and action on any Permits. However, unless otherwise requested by Tesoro, City shall not, upon issuance of any Permit, amend or rescind the same. Processing of Permits shall not require an amendment to this Agreement. The Parties acknowledge and agree that Tesoro has separately applied for certain discretionary permits pursuant to Design Overlay Review No. 1727-18 (the "DOR") and Conditional Use Permit No. 1065-18 (the "CUP") for the construction, use, and maintenance of six (6) new, aboveground storage tanks on an adjacent site. Nothing contained herein shall diminish or in any way alter Tesoro's rights or obligations pursuant to the DOR or CUP or the City's approval or conditions of approval for same, however, Tesoro hereby agrees to comply with all conditions of approval issued by the City for the CUP.

7. **Release of Claims.** Except with respect to the obligations created by, acknowledged under, or arising from this Agreement or any other documents contemplated hereunder, each of the Parties hereto, on behalf of themselves, and their respective officials, attorneys, agents, representatives, employees, successors, board members, assigns, partners, managers, brokers, officers, directors, shareholders, insurers, sureties and persons and entities holding beneficial interests, does hereby release and absolutely and forever discharge the other

Party and each of the other Party's successors, servants, board members, agents, employees, heirs, assigns, partners, managers, brokers, officers, directors, shareholders, insurers, sureties and persons and entities holding beneficial interests from any and all claims, demands and causes of action, whether or not now known, suspected or claimed, which any of the Parties ever had or now has against the other Party relating to or arising from the Beautification Project, on or before the Effective Date of this Agreement.

8. **Covenant Not to Sue.** In consideration of the promises set forth in this Agreement, City and its officials, attorneys, agents, representatives, employees, officers, directors, predecessors-in-interest, successors-in-interest and assigns (collectively, "City Related Parties") hereby covenant not to file, fund or otherwise voluntarily assist any third party in filing any litigation, claim, cause of action, demand, obligation or liability that arises out of or relates to the Beautification Project or the Carson Refinery, except with respect to any breach or default by Tesoro under this Agreement. Nothing in this paragraph is intended to limit City Related Parties' right to participate in any electoral or other public proceeding.

9. **Conflicts of Interest.**

9.1 **No Financial Relationship.** Tesoro acknowledges the requirements of Government Code Sections 1090 *et seq.* (the "**1090 Laws**") and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Tesoro solicit, participate in, or facilitate a violation of the 1090 Laws.

9.2 **Tesoro's Representations and Warranties.** Tesoro represents and warrants that for the twelve (12) month period preceding the effective date of this Agreement it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code sections 87100 *et seq.*).

10. **Indemnification and Hold Harmless.**

10.1 **Non-liability of City Concerning Improvements.** The Parties acknowledge that there may be challenges to the legality, validity and adequacy of the Beautification Project and/or this Agreement in the future; and if successful, such challenges could delay or prevent the performance of this Agreement and/or implementation of the Beautification Project. City shall have no liability under this Agreement for the inability of Tesoro to implement the Beautification Project as the result of a judicial determination that some or all of this Agreement is invalid or inadequate or not in compliance with law.

10.2 **Indemnity.** Tesoro agrees to indemnify, protect, defend, and hold harmless City, and its respective officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against City that may arise from or are related to this Agreement or implementation of the Beautification Project (herein the "**Claims and Liabilities**"), whether such Claims and

Liabilities arise out of or under planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure section 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. Notwithstanding the foregoing, Tesoro shall have no obligation to indemnify City against claims Tesoro may assert against City arising out of or relating to the Beautification Project.

10.3 City Right to Abandon. If Tesoro fails to timely pay the Litigation Deposit or any agreed upon additional deposit, City may abandon any litigation without liability to Tesoro and may recover from Tesoro any attorney fees and other costs for which the City may be liable as a result of such abandonment. Under such circumstances, the City shall also have the right to revoke any and all Permits granted to Tesoro.

10.4 City Discretion. It is expressly agreed that City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. Tesoro's obligation to pay the defense costs of City shall extend until final judgment, including any appeals, unless this Agreement is otherwise terminated by Tesoro as described hereinabove. City agrees to fully cooperate with Tesoro in the defense of any matter in which Tesoro is defending and/or holding City harmless. City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any litigation brought against City in its reasonable discretion.

10.5 Hold Harmless. Tesoro hereby agrees to, and shall defend, save and hold City, and each of its respective elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorney fees) and liability for any damages, personal injury or death, that may arise, directly or indirectly, from Tesoro's or Tesoro's agents, contractors, subcontractors, agents, or employees activities arising out of or related to this Agreement and/or implementation of the Beautification Project, whether implementation of the Beautification Project is undertaken by Tesoro or by any of Tesoro's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for Tesoro or any of Tesoro's agents, contractors or subcontractors. Nothing herein is intended to require Tesoro to hold City harmless for the negligent or illegal acts of City's officers, employees, agents, contractors, or subcontractors.

10.6 Exception. The obligations of Tesoro under this Section 20 shall not apply to any claims, actions, or proceedings arising through the gross negligence or willful misconduct of the City, and its respective members, officers, or employees.

10.7 Survival of Indemnity & Hold Harmless Obligations. All indemnity and hold harmless provisions set forth in this Agreement shall survive termination of this Agreement.

11. Binding on Successors. This Agreement shall bind the heirs, personal representatives, successors and assigns of the Parties, and inure to the benefit of each Party, its officials, departments, representatives, agents, directors, managers, members, brokers, officers, partners, employees, servants, successors, franchisors, and assigns.

12. Assignment. Tesoro may not assign this Agreement to any other entity unless agreed to in writing by City, in its sole and absolute discretion, and upon proof of the financial viability of the successor entity to fulfill the obligations of Tesoro under this Agreement. City's consent to assignment shall not be unreasonably withheld.

13. **Name Change.** In the event that Tesoro changes its legal name, Tesoro shall advise the City by written notice pursuant to Section 16 herein before the expiration of sixty (60) days after the effective date of such name change. A notice of a change in legal name does not constitute, and shall not be deemed, an amendment or modification of any terms of this Agreement.

14. **Relationship Between the Parties.** The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Tesoro. Nothing herein shall be deemed to make Tesoro an agent of City.

15. **Authority to Enter Agreement.** The person(s) executing this Agreement on behalf of each Party represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of such Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which such Party is bound.

16. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City:	City of Carson 701 East Carson Street Carson, CA 90745 Attn: City Manager & Community Development Director
Copy to:	Aleshire & Wynder, LLP 18881 Von Karman Ave., Suite 1700 Irvine, CA 92612 Attn: Sunny Soltani
To Tesoro:	Tesoro Refining & Marketing Company LLC 2350 E. 223rd Street Carson, CA 90810 Attn: Deborah P. Felt
Copy to:	Meyers Nave Riback Silver & Wilson, PLC 707 Wilshire Boulevard, 24 th Floor Los Angeles, CA 90017 Attn: Amrit S. Kulkarni

Depending upon the method of transmittal, notice shall be deemed received as follows: by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

17. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

18. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. All references to Tesoro include all personnel, employees, agents, and contractors of Tesoro, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

20. **Events of Default.** If City determines that an Tesoro has not complied with any of the terms and conditions of this Agreement, City shall, by written notice to Tesoro, specify the manner in which Tesoro has failed to so comply and state the steps Tesoro must take to bring itself into compliance. If, within thirty (30) days after the effective date of notice from City specifying the manner in which such Tesoro has failed to so comply, Tesoro does not commence all steps reasonably necessary to bring itself into compliance as required and thereafter diligently pursue such steps to completion and taken all corrective action necessary to cure the default specified by the City, then Tesoro shall be deemed to be in "Default" under the terms of this Agreement. Any failure of a representation or warranty made by Tesoro set forth in this Agreement to be true in any material respect as of the date when made or required to be made under this Agreement shall constitute an immediate Default under this Agreement. Notwithstanding the foregoing, in the event Tesoro fails to complete any of the tasks set forth in the Project Schedule within the timeframes shown therein (including completion of the Beautification Project on or before the Outside Completion Date), subject to Force Majeure and a grace period of thirty (30) days for each task Tesoro is responsible for, Tesoro shall be deemed to be in immediate Default hereunder and City shall be entitled to retain the entire Project Deposit, or a reasonable portion thereof, in the City's sole discretion.

21. **Dispute Resolution.** If a legal dispute arises related to the interpretation or enforcement of the terms and conditions of this Agreement, including the rights and obligations of the Parties hereunder (the "Disagreement"), City and Tesoro shall first attempt to resolve it through informal discussions. In the event a Disagreement cannot be resolved in this manner within twenty-one (21) days, City and Tesoro shall endeavor to settle the Disagreement by mediation which, except as otherwise mutually agreed upon by the Parties, shall be conducted under the then-current JAMS rules and procedures for mediating business disputes by a neutral third party selected from the JAMS panel of neutrals. This dispute resolution procedure shall be undertaken in good faith and exhausted prior to the institution of legal proceedings by either Party.

22. **Remedies.** If a Default occurs and continues under this Agreement, in addition to any other rights or remedies the City may have, the City may take legal action, in law or in equity, to cure, correct or remedy any Default, to recover damages for any Default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

23. **Costs of Enforcement.** Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to recover their actual attorneys' fees, costs, and expenses, which are reasonably incurred, from the non-prevailing party.

24. **Waiver.** No waiver of any Default shall constitute a waiver of any other Default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

25. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

26. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

27. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

28. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the terms and conditions of this Agreement or the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Tesoro expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure § 394.

29. **Time is of the Essence.** Time is of the essence with respect to the terms and conditions of this Agreement.

30. **Force Majeure.** Tesoro shall not be held responsible for any delays in the performance of its obligations under this Agreement when caused by strikes, lockouts, labor disputes, weather, natural disasters, inability to obtain labor or materials or reasonable substitutes therefore, unreasonable governmental delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond its reasonable control.

31. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

32. **Entire Agreement.** This Agreement contains the entire agreement between City and Tesoro and supersedes any prior oral or written statements or agreements between City

and Tesoro with respect to the subject matter of this Agreement, including without limitation, the Side Letter.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below.

TESORO:

TESORO REFINING & MARKETING
COMPANY LLC

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Deborah P. Felt, Senior Counsel

CITY:

CITY OF CARSON, a municipal corporation

By: _____

Albert Robles, Mayor

Date: _____

ATTEST:

By: _____

Donesia Gause-Aldana, MMC, City Clerk

APPROVED AS TO FORM:

By: _____

Sunny K. Soltani, City Attorney

EXHIBIT A
PROJECT SCHEDULE

[Attached]