



City of San Leandro

Meeting Date: July 1, 2019

Staff Report

File Number: 19-314

Agenda Section: CONSENT CALENDAR

Agenda Number: 8.E.

TO: City Council

FROM: Jeff Kay
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: Staff Report for a City of San Leandro City Council Resolution that Authorizes the City Manager to Execute a Standard Public Improvement Agreement for Improvements Associated with a Private Development at 2756 Alvarado Street

SUMMARY AND RECOMMENDATIONS

Staff recommends adoption of a Resolution authorizing the City Manager to execute a Standard Public Improvement Agreement with IPT Alvarado Commerce Center LP (Property Owner) to guarantee the completion of public improvements at the intersection of Alvarado Street and Aladdin Avenue as part of a private development at 2756 Alvarado Street. The agreement was prepared according to San Leandro Municipal Code Section 7-1-945.

BACKGROUND

On June 18, 2018, the property owner received approval of a Conditional Use Permit and Site Plan Review (PLN17-0020 and APL18-0002) for the property at 2756 Alvarado Street, which is located at the southeast corner of Alvarado Street and Aladdin Avenue. The property owner proposes to demolish the existing three connected buildings in order to develop the 6.9-acre site with a new 159,450 square foot building. The property is zoned Industrial General District, consistent with the surrounding uses.

Analysis

The City's 2035 *General Plan EIR Traffic Study* identified an operational deficiency at the signalized intersection of Alvarado Street and Aladdin Avenue. The Conditions of Approval associated with PLN17-0020 and APL18-0002 thus require public right-of-way improvements at this intersection to correct the deficiency in exchange for a corresponding credit to the Development Fee for Street Improvements as allowed by San Leandro Municipal Code §7-11-125. The improvements include:

- Traffic signal modifications to convert the left-turn signal phasing for the eastbound and westbound approaches on Aladdin Avenue from “protected” to “protected-permissive” signal phasing with flashing yellow arrows thus allowing side-street traffic to more easily turn onto Alvarado Street;
- Connecting the traffic signal controller to the City’s fiber optic network to allow for better coordination with surrounding signals;
- Reconstruction of sidewalks and curb ramps for disabled accessibility;
- Constructing new storm drain features for proper street drainage; and
- Relocating a joint utility pole to eliminate a conflict with a proposed driveway.

Plans for the improvements, in conformance with City standards, were submitted by the property owner and approved by the City Engineer. A Standard Public Improvement Agreement with the property owner will provide hold harmless and indemnification provisions for the City during the design and construction of the improvements and will assure completion of the improvements. Performance and payment surety bonds for the value of the work of \$426,767 have been submitted to guarantee that the required improvements will be constructed and that all costs will be paid.

Current Agency Policies

- Maintain and enhance San Leandro’s infrastructure
- Advance projects and programs promoting sustainable economic development, including transforming San Leandro into a center for innovation

Previous Actions

- On May 7, 2018, the City Council heard an appeal from the applicant that sought to overturn the BZA March 1, 2018 decision and staff’s recommendation with respect to the Conditional Use Permit requirement contained in the approval.
- On June 18, 2018, by Resolution No. 2018-065, the City Council approved APL 18-0002, the applicant’s appeal of the Conditional Use Permit requirement, thus allowing Warehouse-Wholesale/Retail Distribution Facilities as a Permitted Use after a 12-month period has elapsed from the City’s issuance of a Certificate of Occupancy.

Applicable General Plan Policies

Policy T-1.2; Keeping Pace with Growth: Improve transportation infrastructure at a rate that keeps pace with growth.

Policy LU-10.; Off-site Impacts. Consider potential for impacts on adjacent uses, including the potential for land use conflicts and increased parking demand and truck traffic.

Permits and/or Variances Granted

Building Permit B19-0564 was issued by the City’s Building Department on April 1, 2019.

Board/Commission Review and Actions

- On March 1, 2018, the Board of Zoning Adjustments (BZA) approved a Site Plan Review subject to Conditions of Approval, for PLN17-0020.

Fiscal Impacts

- All costs incurred in preparing and processing the public improvement plans and the subject Agreement will be paid by IPT Alvarado Commerce Center LP.
- All construction and inspection costs for the public improvements will be paid by IPT Alvarado Commerce Center LP.

Attachment to Staff Report

1. Agreement to Conditions for PLN17-0020 and APL18-0002 recorded on July 25, 2018 (Series No. 2018145759, Official Records of Alameda County).

Attachment to Related Legislative File

1. Standard Public Improvement Agreement

PREPARED BY: Vibha Deshmukh, P.E., Associate Engineer, Engineering and Transportation Department



2018145759

07/25/2018 11:23 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 0.00

RECORDING REQUESTED BY:

City of San Leandro
Planning Services Division
835 East 14th Street
San Leandro, California 94577



21 PGS

WHEN RECORDED MAIL TO:

Tamika Greenwood, City Clerk
City of San Leandro
835 East 14th Street
San Leandro, California 94577

NF
21
CA

THIS SPACE FOR RECORDER'S USE ONLY

(No fee pursuant to Government Code Section 27383)

AGREEMENT TO CONDITIONS

PLN17-0020 and APL18-0002

2756 Alvarado Street

Alameda County Assessor's Parcel Number 77B-800-14

Paceline Investors (applicant) and IPT Alvarado Commerce Center LP (property owner)

THIS AGREEMENT is entered into by and between the CITY OF SAN LEANDRO, a municipal corporation, hereinafter referred to as "City", and Paceline Investors, hereinafter referred to as "Applicant", and IPT Alvarado Commerce Center LP, hereinafter referred to as "Property Owner".

Applicant applied for and received a Conditional Use Permit and Site Plan Review for Alvarado Commerce Center, a new 159,450 square foot industrial building for various industrial uses such as advanced manufacturing, logistics, or warehouse uses at 2756 Alvarado Street. Zoning District: Industrial General (IG); Alameda County Assessor's Parcel Number 77B-800-14.

NOW, THEREFORE, pursuant to the applicable provisions of the Zoning Code, it is mutually agreed as follows:

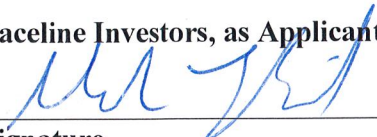
1. Applicant\Property Owner agrees to comply with the Conditions of Approval adopted by the City of San Leandro City Council, more specifically described in the list of Conditions of Approval, attached hereto, and as described in the exhibits on file in the Community Development Department, all of which are incorporated herein by this reference.
2. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
3. City is authorized to record this agreement and any amendments thereto with the Alameda County Recorder, California. All amendments hereto must be in writing and signed by the appropriate authorities of the City and Applicant. The Applicant\Property Owner will be charged the costs of recordation and agrees to pay same. Conditions run with the land and are binding to future owners of the property.

4. Applicant\Property Owner has read and fully understands all of the foregoing terms and conditions, and hereby agrees that all said terms and conditions are as approved by the San Leandro City Council in accordance with law, and hereby agree to comply with all of said terms and conditions.

IN WITNESS WHEREOF, duly executed by the parties as of the day and year below written.

This **CONDITIONAL USE PERMIT** must be exercised within **TWO YEAR** or it expires.

(Acknowledgment)

Paceline Investors, as Applicant.


Signature 6/27/18
Date
Mark English

Print Name

(Acknowledgment)

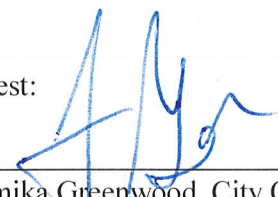
IPT Alvarado Commerce Center LP, as Property Owner.

see attached signature page

Signature Date

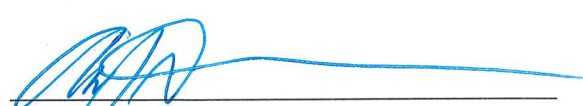
Print Name

Receipt of Executed Approval: I hereby certify that I am the Secretary to the Board of Zoning Adjustments of the City of San Leandro and in that capacity did receive this copy of **PLN17-0020 and APL18-0002** Agreement to Conditions fully executed by all parties thereto, and that the effective date of this zoning approval granted herein is **June 18, 2018**.


Attest:


Tamika Greenwood, City Clerk

CITY OF SAN LEANDRO, a municipal corporation



Andrew Mogensen, AICP, Secretary
Board of Zoning Adjustments

Approved as to Form:


Richard Pio Roda, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On June 27, 2018 before me, Ken Gwynn, Notary Public
(insert name and title of the officer)

personally appeared Mark English,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

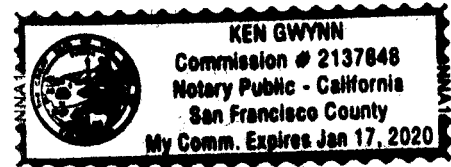
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



IPT Alvarado Commerce Center LP, a Delaware limited partnership

By: IPT Alvarado Commerce Center GP LLC, a Delaware limited liability company, its general partner

By: IPT Real Estate Holdco LLC, a Delaware limited liability company, its sole member

By: Industrial Property Operating Partnership LP, a Delaware limited partnership, its sole member

By: Industrial Property Trust Inc., a Maryland corporation, its general partner

By: 

Name: Peter Vanderburg

Title: Senior Vice President of Development

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

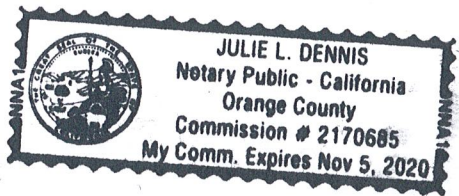
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On July 3, 2018 before me, Julie L. Dennis, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Peter Vanderburg
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Julie L. Dennis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

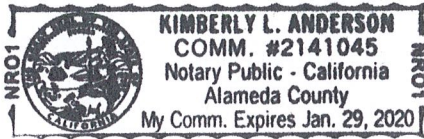
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Alameda)

On July 9, 2018 before me, KIMBERLY L. ANDERSON, NOTARY PUBLIC,
personally appeared Andrew Mogensen,

My commission number is 2141045.



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

My commission expires on January 29, 2020.

WITNESS my hand and official seal.

Handwritten signature of Kimberly L. Anderson, Notary Public, with printed name below.

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement to Conditions; PLN17-0020 & APL18-0002; 2756 Alvarado Street
Document Date: June 18, 2018 Number of Pages: 17

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing: _____

CONDITIONS OF APPROVAL

PLN17-0020/APL18-0002
2756 Alvarado Street, APN: 77B-800-14
Paceline Investors (Applicant) and
IPT Alvarado Commerce Center LP (Property Owners)

I. COMPLIANCE WITH APPROVED PLANS

- A. The applicant and/or property owner and project shall comply with Exhibits A through S, attached to the staff report dated June 18, 2018, except as hereinafter modified. Exhibits are on file at the City of San Leandro Community Development Department, 835 East 14th Street, San Leandro, California.

Exhibit A – Site Plan (DAB-A1.1)
Exhibit B – Floor Plans (DAB-A2.1)
Exhibit C – Roof Plan (DAB-A2.10)
Exhibit D – Elevations (DAB-A3.1)
Exhibit E – Details (DAB-A4.1)
Exhibit F – Colored Elevations & Material Board
Exhibit G – Perspective 1
Exhibit H – Perspective 2
Exhibit I – West Elevation
Exhibit J – Break Area Design
Exhibit K – North & East & South Elevations - With Landscape
Exhibit L – North & East & South Elevations – Without Landscape
Exhibit M – Photometric Plan (P-SL-1)
Exhibit N – Topographic Survey (C1)
Exhibit O – Preliminary Grading and Drainage Plan (C2)
Exhibit P – Preliminary Utility Plan (C3)
Exhibit Q – Stormwater Quality Control Plan (C4)
Exhibit R – Conceptual Landscape Plan (LC1.1)
Exhibit S – Sign Program

- B. The applicant and/or property owner and developer shall be responsible for assuring that any successor in interest who assumes responsibility for this zoning approval is informed of its terms and conditions.
- C. Approval shall lapse after two (2) years following City Council approval of the application unless a grading permit or building permit has been issued, coupled with diligent progress evidencing good faith intention to commence the intended use; or an occupancy permit has been issued.
- D. Prior to issuance of building permits, all building specifications shall be submitted for review and approval to the Zoning Enforcement Official to ensure quality of the exterior design. Any changes to the approved building specifications must be

made in writing to the Zoning Enforcement Official, who may either administratively approve the modification or refer it to the Board of Zoning Adjustments for review. In addition, a final color and materials board shall be submitted for the exterior for the review and approval of the Zoning Enforcement Official, prior to issuance of building permits.

- E. Prior to issuance of building permits a final landscape and irrigation plan that complies with the City's Landscape Ordinance and State Model Water Efficient Landscape Ordinance (MWELO) shall be submitted to the Zoning Enforcement Official for review and approval. Said plans shall include, but is not limited to, trees with a minimum size of 15 gallons, a pallet of shrubs and ground cover planting that is flowering plants, or plants that have colorful foliage. The minimum size for the shrubs shall be five gallons and the ground cover shall be one gallon or shall be from flats with the necessary spacing to cover the planter areas in one growing season.
- F. Prior to issuance of building permits, the developer shall submit final details and specifications for any freestanding or exterior trash enclosure structures. Said details and specifications shall be in compliance with Alameda County Environmental Health requirements and designed to blend in and complement the new building, to the satisfaction of the Zoning Enforcement Official.
- G. Prior to issuance of building permits, the developer shall submit final plans and details for site lighting (including submittal of photometric plans) for the review and approval of the Zoning Enforcement Official and the City Engineer. The plans and details shall show the location, height, decorative features, and construction details including cut sheets, materials and finishes to be used for construction. All outdoor lighting shall be contained in fixtures that direct light below the horizontal plane. No site lighting may spill offsite.
- H. Prior to issuance of building permits, developer shall submit a sign program showing locations (i.e., building signage), details and total sign area calculations for the review and approval of the Zoning Enforcement Official and the City Engineer. Said program shall include but is not limited to building wall signs using individual letters, external illumination in the case the wall signs are lighted, and low-profile monument sign for freestanding signage. Any freestanding monument sign shall not be closer than 10 feet to the adjacent curb or edge of driveway and shall be designed with materials and finishes that blend in or match the new building. Additional signage such as incidental, address, and directional signs on the site shall be reviewed prior to installation, to ensure they comply with the Sign Ordinance.
- I. Prior to issuance of building permits, applicant shall submit and identify on the final site plan the location of on-site bicycle parking locations, counts, details and bicycle parking fixture specifications, for the review and approval of the Zoning Enforcement Official and the City Engineer. Bicycle parking shall be located in a visible area near the front entrance to the building, consisting of securely anchored loops or lockers with sufficient strength to resist vandalism and theft.

- J. Prior to approval of a building permit for the proposed building, a green building and water-efficient landscape checklist shall be completed and incorporated into building permits for this project. For the purposes of this condition, the checklists shall be the Build it Green GreenPoint Rated checklist for New Industrial Buildings, or an equivalent rating system, as approved by the Zoning Enforcement Official.

II. PERMITTED USE

- A. This Conditional Use Permit and Site Plan Review approval allows for Alvarado Commerce Center, a new 159,450 square foot industrial building at 2756 Alvarado Street. A total of 165 on-site parking stalls, 17 bicycle spaces, and 21 truck loading docks will be provided. Alameda County Assessor's Parcel Number 77B-800-14.
- B. Warehouse-Storage Facilities and Warehouse-Wholesale/Retail Distribution Facilities uses shall be prohibited until 12 months have expired following issuance of a Certificate of Occupancy. After the 12 month period concludes, this Conditional Use Permit grants the use of Warehouse-Storage Facilities and Warehouse-Wholesale/Retail Distribution Facilities on the subject property, as defined by the City of San Leandro Zoning Code. Any other conditionally permitted uses shall require approval of an amended Conditional Use Permit, as identified in the San Leandro Zoning Code.
- C. Tenant leases shall contain provisions requiring tenant trucks to adhere to driving on designated truck routes pursuant to San Leandro Municipal Code Chapter 6-7, as may be amended from time to time.
- D. Parking adequacy shall be evaluated prior to the City's issuance of a Business License and/or Administrative Review approval. Additional parking and/or alternative parking options may be required by the Zoning Enforcement Official to compensate for parking deficiencies prior to issuance of a City Business License or Administrative Review approval. These options may include, but are not limited to, the provision of employee shuttle services to BART, parking shelf systems, or the redesign of existing parking and loading areas in order to ensure the property has adequate parking.
- E. The storage and display of equipment, materials, and merchandise outside of the building shall be prohibited. Vehicle and trailer parking shall be restricted to designated areas upon paved surfaces.
- F. These conditions of approval shall be posted conspicuously inside the building prior to Certificate of Occupancy and a copy shall be included with the lease agreement provided to future tenants of the building.
- G. Any changes or additional occupancy deemed minor in nature may be approved by the Zoning Enforcement Official. A change or additional occupancy deemed major shall be referred to the Board of Zoning Adjustments for its consideration as

a modification to the permit.

- H. The project and use shall remain in substantial compliance with the approved plans and exhibits. Any change to project design shall be subject to the review and approval of the Zoning Enforcement Official who may administratively approve or require review by the Board of Zoning Adjustments as a modification.

III. CONSTRUCTION PROVISIONS

- A. Pest and vermin control measures shall be incorporated into the demolition and construction of the project.
- B. During construction the following high standards for sanitation are required: Garbage cans, construction dumpsters, and debris piles shall be removed on a minimum weekly basis. All food related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in closed containers only and shall be regularly removed from the site. At no time shall debris remain on site unattended within the front yard setback of the property. Inspections will be conducted as part of the regular construction compliance, to ensure compliance of the applicant and contractors with this requirement.
- C. Construction activity shall not commence prior to 7:00 a.m. and shall cease by 7:00 p.m. Monday through Friday, and construction activity shall not commence prior to 8:00 a.m. and shall cease by 7:00 p.m. on Saturday and Sunday. No construction is permitted on Federal holidays. As provided in the City of San Leandro's Noise Ordinance (ORDINANCE NO. 2003-005), "construction" shall mean any site preparation, assembly, erection, substantial repair, alteration, demolition or similar action, for or on any private property, public or private right-of-way, streets, structures, utilities, facilities, or other similar property. Construction activities carried on in violation of this Article may be enforced as provided in Section 4-1-1130, and may also be enforced by issuance of a stop work order and/or revocation of any or all permits issued for such construction activity. Procedures with the highest noise potential shall be scheduled for daylight hours, when ambient noise levels are highest. The contractor(s) shall be required to employ the quietest among alternative equipment or to muffle/control noise from available equipment.
- D. Construction activity shall not create dust, noise or safety hazards for adjacent residents and properties. Dirt and mud shall not be tracked onto Aladdin Avenue or Alvarado Street from the project site during construction. Standard construction dust control procedures, such as wetting, daily roadwashing and other maintenance functions to control emissions, shall be implemented at all times during outdoor construction. Dust generating activities such as excavation, paving etc., shall be scheduled in the early morning and other hours when wind speeds are low. All construction contracts shall include the following requirements: 1) unpaved construction sites shall be sprinkled with water at least twice per day; 2) trucks hauling construction materials shall be covered with tarpaulins or other effective covers; 3) streets surrounding demolition and construction sites shall be swept at least once per day; and 4) paving and planting shall be done as soon as

possible. City shall charge applicant, and applicant shall pay, for all costs of sweeping city streets in the vicinity of the project as necessary to control dust and spillage.

- E. The applicant shall prepare a construction truck route plan that would restrict trucks to arterial streets that have sufficient pavement section to bear the heavy truck traffic, thereby minimizing noise and traffic impacts to the community. The construction truck route plan shall be reviewed and approved by the City Transportation Administrator prior to receipt of the grading permit.
- F. Construction-related truck hauling activities shall be restricted to 8:00 a.m. to 5:00 p.m. There shall be no truck hauling activity on Saturdays, Sundays and Federal holidays.
- G. The property shall be secured during construction with a six (6) foot tall chain link fence and any other security measures in accordance with recommendation of the San Leandro Police Department.
- H. Construction workers on the project shall be provided clean drinking water, portable toilets and handwashing stations as sanitary facilities for use during all phases of construction. Said portable toilets shall be screened from view from the public right-of-way or located to the interior or rear of the site.

IV. ALAMEDA COUNTY FIRE DEPARTMENT REQUIREMENTS

- A. A Deferred Submittal is required for the installation of a Fire Protection System.
- B. A Deferred Submittal is required for the installation of a Fire Alarm Monitoring System.
- C. A Deferred Submittal is required for the installation of a New Underground Fire Line.
- D. A Deferred Submittal is required for the installation of a Fire Pump.
- E. Emergency Lighting shall be provided on the inside of the building and the pathway leading to the public way on the exterior of the building.
- F. Illuminated Exit signs shall be provided throughout the building.
- G. Access from the interior of the building to the roof shall be provided.
- H. A 26' wide Fire Lane shall be provided around the building.

- I. A Knox Box shall be provided for Fire Department Access.
- J. An Address shall be provided that is viewed from the street which is on contrasting background.

V. BUILDING & SAFETY SERVICES REQUIREMENTS

- A. All exterior doors must have level landing, and all weather surface path to Right-of-Way.
- B. All required Exit doors must be accessible and meet accessibility Code requirements.
- C. Site and building shall be fully ADA compliant
- D. Code Compliance for Cal Green, Electrical, and Mechanical is required and must be incorporated onto building permit plans.
- E. Complete Energy calculation is required and must be incorporated onto building permit plans.
- F. Plans shall conform to the currently adopted codes and standards at time of building permit submittal.
- G. Demolition of any structure shall have Bay Area Air Quality Management District approval.

VI. ENGINEERING AND TRANSPORTATION REQUIREMENTS

- A. Phase 1 Environmental Site Assessment:
As specified in Sections 7.1.3 and 7.2 on page 26 of the Environmental Site Assessment, the Department of Toxic Substances Control (DTSC) required existing groundwater monitoring wells be protected in order to provide DTSC access to monitor groundwater conditions associated with a regional groundwater plume that extends beneath the property. DTSC issued a No Further Action letter on May 31, 2006, concerning the six existing monitoring wells on the site. DTSC has agreed to allow closure of four of the wells located on the site. The exceptions are wells "MW-2" and "MW-6", which must remain open. DTSC needs to continue to monitor these wells to track the regional groundwater plume known as the DWA Plume, as confirmed via a DTSC letter by Karen M. Toth, dated May 16, 2017.

Sheet C2 of the Kier & Wright plans is in conformance with the above mentioned requirement as it shows wells MW-2 and MW-6 to be protected, and MW-1, MW-5, MW-7 and MW-8 to be closed. The applicant must obtain a Well Closure Permit from Alameda County Public Works Agency prior to issuance of a Demolition Permit from the City. In addition, the above mentioned letter by DTSC

requires submittal of a report documenting the closure of the wells once work has been completed. The applicant must submit the said reports to DTSC prior to issuance of Grading Permit from the City. Alameda County Public Works Agency and DTSC contacts are as below:

Alameda County Public Works Agency
Water Resources Section, Attn: James Yoo
399 Elmhurst Street, Hayward, CA 94544- 1307
Phone: (510) 670-6633 Fax: (510) 782-1939
General Info: www.acgov.org/pwalwells or email at wells@acpwa.org

Department of Toxic Substances Control
Jayantha Randeni
jrandeni@dtsc.ca.gov
Phone 510-540-3806

B. AC Transit Bus Stop:

The applicant proposes to relocate a currently inactive AC Transit bus stop to a new location on Alvarado Street that provides improved bus access and enhanced passenger safety; plans that illustrate the location and installation details of the proposed bus stop shall be approved by AC Transit prior to issuance of a Certificate of Occupancy for the new building. The bus stop shall be consistent with AC Transit's Multi-Modal Corridor Guidelines. If a bus shelter is provided, a widened sidewalk section will be needed for disabled accessibility. According to Parcel Map No. 6631, a 5-foot wide easement has been dedicated to the City of San Leandro for planting and maintaining street trees and appurtenant structures on, over, and under said easement. The proposed AC Transit bus shelter extends over this said easement and will be considered an appurtenant structure. As such, no additional easement is required. For more information, AC Transit contact is:

Austin M. Lee
Transportation Planner
AC Transit Service Planning Department
1600 Franklin Street
Oakland, CA 94612
amlee@actransit.org
Office: (510) 891-4744

C. Traffic Impact Study:

The City's 2035 General Plan EIR Traffic Study identified an operational deficiency at the intersection of Alvarado Street and Aladdin Avenue (Intersection 35). To correct the deficiency, a mitigation measure was adopted that reads as follows: Convert the left-turn signal phasing for the eastbound and westbound approaches on Aladdin Avenue from protected left-turn signal phasing to permitted left-turn signal phasing with flashing yellow arrows.

- Convert the northbound left-turn signal phasing on Alvarado Street from

protected left-turn signal phasing to protected/permitted left-turn signal phasing with flashing yellow arrows.

- Convert the southbound left-turn signal phasing on Alvarado Street from protected left-turn phasing to permitted left-turn signal phasing with flashing yellow arrows.
- Optimize the traffic signal cycle length and splits.

The applicant shall implement the above mitigation measure by modifying the existing traffic signal. Verified costs for said modifications will be eligible for credit against any City-assessed "Development Fee for Street Improvements (DFSI)" as described in San Leandro Municipal Code §7-11-125. The applicant shall be responsible for all costs that exceed the available DFSI credit. The modifications must be completed prior to issuance of a Certificate of Occupancy for the new building. The applicant shall submit improvement plans for the necessary modifications to the City for review and approval prior to issuance of a Building Permit for the new building. Optimizing the traffic signal will require the applicant to connect the traffic signal controller to the City's fiber optic network that exists along the property frontage on Alvarado Street.

D. Geotechnical Investigation:

1. Section 5.1.1 on Page 9 of the report states that there is a potential for liquefaction of localized sand layers during a significant seismic event. Prior to Building permit issuance, the foundation and all exterior walkways that adjoin the foundation at building entrances shall be designed to tolerate the anticipated total and differential settlement.
2. Section 5.1.2 on Page 9 of the report states that undocumented fill was encountered to a depth of 1¼ feet in Boring EB-2. The proposed structure can be supported on shallow foundations provided that remedial grading includes over-excavation and re-compaction of undocumented fill within the building footprint. Prior to Grading Permit issuance, the applicant shall demonstrate that this condition will be satisfied as part of the grading operation.
3. Section 5.1.3 on Page 9 of the report states that moderately expansive soil was encountered in the surficial soils that blanket the site. To reduce the potential for damage to the planned structures, slabs-on-grade shall have sufficient reinforcement and be supported on a layer of non-expansive fill; footings shall extend below the zone of seasonal moisture fluctuation. Prior to Building Permit issuance, the applicant shall demonstrate that this condition will be satisfied as part of the foundation design.
4. Section 5.1.4 on Page 10 of the report states that the JDH Corrosion Consultants report concludes that the corrosion potential for buried concrete does not warrant the use of sulfate resistant concrete. In contrast, corrosion potential exists for buried metallic structures such as

metal pipes. Prior to issuance of a Demolition Permit, the applicant shall collect and test additional samples from the upper 5 feet of soil for sulfates and pH to confirm the type of corrosion protection needed for buried metallic structures.

E. Utilities:

1. Alameda County operates a storm drain network on Aladdin Avenue across the frontage of the subject property. An inlet at the SE corner of Aladdin and Alvarado is owned and operated by the City of San Leandro. Connections to this network will require an Encroachment Permit either from Alameda County or from the City depending on the connection location.
2. The potable water network that serves the site is owned and operated by East Bay Municipal Utility District (EBMUD). Please contact EBMUD at 866-403-2683 for more information about connections and water service.
3. The applicant shall locate all electric and communications utilities serving the site underground prior to Certificate of Occupancy.
4. The City of San Leandro, in partnership with LIT San Leandro, operate a fiber optic network across the property's Alvarado Street frontage. Contact LIT San Leandro at 510-991-0969 for more information.

F. Site Planning Conditions:

1. The sanitary sewer network that serves the site is owned and operated by the City of San Leandro. More information about connections to the City's network can be found at the following web link:
<http://www.sanleandro.org/depts/pw/wpcp/sewer/default.asp>

The proposed site development can tie into the City's network on Alvarado Street. The City is in the process of inspecting any defects in this sanitary sewer segment on Alvarado Street. If the Pipeline Assessment Certification Program (PACP) index rating is 3 or worse (as graded from 1 to 5) or if the new lateral connection will cause any structural damage to the sanitary sewer main line, the applicant shall replace the main pipeline from manhole to manhole as part of this project prior to making the sewer lateral.

2. Submit a sign and striping plan showing STOP control at all three driveways, red painted curbs at required fire lanes, and travel direction pavement arrows prior to Building Permit issuance.
3. Building Permit plans shall show a widened sidewalk around the existing utility poles on Aladdin Avenue such that there is minimum clearance per disabled access requirements around each pole.

4. Sheet C2 of the Kier & Wright plans shows an existing 6 inch sanitary sewer pipe residing outside of the existing sanitary sewer easement recorded as Instrument No. 94273117 of Official Records. Prior to issuance of a Certificate of Occupancy, the existing easement shall be vacated and a new easement shall be recorded in the correct location and width to protect the existing sewer pipe and allow for future access and maintenance.

G. Permits:

1. The applicant shall obtain an Encroachment Permit from the Engineering and Transportation Department prior to any work within public right-of-way. Contractors must be properly licensed, have a valid Business License, and submit proof of insurance. Applicable fees/deposits must be paid.
2. A Grading Permit will be necessary for the project prior to issuance of Building Permit. The requirements for a Grading Permit are indicated in San Leandro Municipal Code §7-12. The geotechnical engineer of record shall certify that the design of site improvements conforms to recommendations from the Geotechnical Investigation.
3. The site will be subject to a Construction General Permit according to the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002. The general permit is applicable to construction sites that disturb on or more acres of land surface. The applicant will be required to register the project with the State Water Board's Storm water Multi-Application and Report Tracking System (SMARTS) website. A Qualified SWPPP Developer (QSD) and a Qualified SWPPP Practitioner (QSP) must be responsible for permit compliance. The SMARTS system will generate a Waste Dischargers Identification (WDID) number which must be printed on the demolition, grading and erosion control plans.

H. Other:

1. The City's traffic impact fee program is called "Development Fee for Street Improvements" (DFSI). According to the City-adopted 2017-18 Fee Schedule, the rate for General Industrial is \$1.24 per gross building square foot with an equivalent credit offered for the prior use. Assuming 159,450 of new proposed building square footage and 154,700 SF of existing (from tax assessor records), the net square footage increase will be 4,750 SF. Thus the DFSI fee shall be assessed in the approximate amount of \$5,890.00. This fee is subject to change each fiscal year and is not vested until Building Permit issuance.
2. A one-time Marina Boulevard/Interstate 880 Traffic Impact Fee shall be assessed. According to the City-adopted 2017-18 Fee Schedule, the rate for General Industrial is \$0.91 per gross building square foot with an equivalent credit offered for the prior use. Assuming 159,450 of new proposed building square footage and 154,700 SF of existing (from tax assessor records), the

net square footage will be 4,750 SF. Marina Boulevard/Interstate 880 Traffic Impact Fee is estimated approximately in the amount of \$4,322.50. This fee is subject to change at the beginning of each fiscal year and is not vested until Building Permit issuance.

3. Alvarado Street is in the City's adopted Underground Utility District Master Plan; as such an in lieu fee is required to be assessed in the amount of \$137,752.32, which is calculated at \$372.36 per linear foot frontage. This undergrounding overhead utility conversion fee is subject to change at the beginning of each fiscal year and is not vested until Building Permit issuance.

VII. ENVIRONMENTAL SERVICES REQUIREMENTS

- A. The storage of hazardous materials in quantities equal to or greater than 55 gallons, 200 cubic feet or 500 pounds and generation of any amount of hazardous waste requires submittal of a Hazardous Materials Business Plan (HMBP). HMBP submittal shall be completed via the California Environmental Reporting System or CERS online database (<http://cers.calepa.ca.gov/>). An HMBP shall be submitted prior to issuance of a Certificate of Occupancy or placement of the registerable chemicals on to the site, whichever occurs first. The plan is subject to the review and approval of Environmental Services.
- B. The storage of hazardous materials in quantities equal to or exceeding permit amounts listed in CA Fire Code Section 105, Tables 105.6.8, 105.6.10 or 105.6.20, but below HMBP quantities and the generation of any amount of hazardous waste requires registration via CERS. Registration shall be completed prior to issuance of a Certificate of Occupancy or placement of the registerable materials on site, whichever occurs first. The registration is subject to review and approval of Environmental Services.
- C. Fees and charges related to Environmental Services programs shall be paid promptly in full. Failure to keep accounts current shall be grounds for revocation of the conditional use permit.
- D. Compressed gas containers, cylinders, tanks, and systems shall comply with applicable Chapters, including Chapters 50, 53, 55, 61 and 63 of the California Fire Code or applicable adopted code at time of construction. Compressed gas containers, cylinders, and tanks shall be secured to prevent falling due to contact, vibration, or seismic activity per 2016 California Fire Code §5303.5.3 by acceptable methods. Cylinders may be stored outside in secure gated and locked enclosures within the exempt amounts listed in the 2016 California Fire Code Table 5003.1.1(3).
- E. Hazardous waste generated on site shall be handled and disposed pursuant to applicable local, state and federal law. Generators of hazardous waste must register with the City's Environmental Services, which is the Certified Unified Program Agency (CUPA), and through California Environmental Reporting System or CERS.

- F. The elimination of exposure of materials, processes, or equipment to the maximum extent practicable is necessary to prevent contamination of rainwater. Exposures that cannot be eliminated require use of Best Management Practices (BMPs), both engineered and administrative, to prevent any exposure from impacting rainwater runoff.
- G. The storage of materials or installation of processes and/or equipment outdoors may subject the facility to the General Industrial Stormwater Permit program and require submittal to the Regional Water Quality Control Board (RWQCB) of a Notice of Intent (NOI) for coverage under the Statewide General Industrial Facility Permit. Elimination of exposure to stormwater of materials or activities by relocating indoors, covering, or utilizing engineered controls is highly recommended. If an NOI is required, it must be submitted prior to finaling of the building permit or issuance of Certificate of Occupancy. A copy of the NOI shall be provided to the City's Environmental Services office.
- H. No outdoor activities shall be conducted on the site that would create an illicit discharge to the storm water collection system, including the street curb & gutter. Any outdoor activities that create a potential for pollutant exposure to storm water shall be mitigated by the use of Best Management Practices (BMPs); with first preference giving to moving the activity indoors.
- I. If the facility will handle materials subject to the California Accidental Release Prevention (CalARP) Program, a Risk Management Plan shall be submitted prior to the date the regulated substance is first present in a process above the threshold quantity.
- J. Air discharge permits required by either the Bay Area Air Quality Management District (BAAQMD) or CA Air Resources Board (CARB), including those for but not limited to refrigerants, diesel generators, diesel ASTs, diesel-powered condensers and/or any other equipment or process on site, shall be active prior to issuance of the final Certificate of Occupancy.
- K. If the facility stores petroleum products, including mixtures with any concentration of petroleum, in a quantity equal to or greater than 1,320 gallons as an aggregate of all individual aboveground "tanks" equal to or greater than 55 gallons shell capacity (including drums, tanks, containers, totes, oil-filled electrical equipment, oil-filled manufacturing equipment and oil-filled operational equipment), the facility must comply with the requirements of the California Aboveground Petroleum Storage Act (APSA) as required in Chapter 6.67 of the CA Health & Safety Code and implement a Spill Prevention Control and Countermeasure Plan (SPCC) in conformance with 40 CFR 112. They shall also register APSA activity on the California Environmental Reporting System or CERS.
- L. The generation or discharge of wastewaters, other than domestic sewage, may require a pretreatment permit for discharge to the sanitary sewer. If a permit is required, submittal of an application to the City's Environmental Services office

is required prior to finaling of the building permit or commencing the discharge, whichever occurs first. Pretreatment of non-domestic wastewaters may be required to comply with discharge limitations specified in Title 3, Chapter 14 San Leandro Municipal Code titled Uniform Wastewater Discharge Regulations. All non-domestic discharges, whether permitted or non-permitted, are required to meet the general discharge prohibitions specified in the Ordinance.

- M. Accessible and secure monitoring facilities shall be constructed at the site's final combined sanitary sewer outfall to allow for the City to periodically install sampling equipment and collect wastewater samples to determine compliance with the facility's Pretreatment Permit.
- N. Properly sized grease interceptors shall be installed and maintained to pretreat discharges from food handling facilities to the sanitary sewer. No domestic sewage may discharge through grease interceptors.
- O. New, modified, or existing connections to the City's storm water collection system shall be protected from trash loading by installation of RWQCB approved full trash capture structural Best Management Practices (BMPs).

VIII. PUBLIC WORKS REQUIREMENTS

- A. Applicant is subject to Alameda County Mandatory Recycling Ordinance #2012-01. For more information, visit www.RecyclingRulesAC.org.
- B. Project is subject to Construction & Demolition Debris Recycling Ordinance as per Chapter 3-7 of the San Leandro Municipal Code, which states: all asphalt and concrete and 50% of all other materials generated at a project site must be recycled for projects with a valuation in excess of \$100,000. Permit applicants must demonstrate compliance by completing and submitting an online Waste Management Plan using Green Halo Systems prior to permit issuance. Applicants must submit recycling and disposal receipts online and submit the waste management report before scheduling the final inspection. Note: Project will not be finalized until all recycling and disposal tags have been registered into Green Halo Systems.

IX. MAINTENANCE

- A. The project site shall be well-maintained and shall be kept free of litter, debris and weeds at all times.
- B. Parking lots, landscaping, and all common areas on the property shall be monitored and maintained to collect and prevent the accumulation of errant litter and debris.
- C. Any graffiti shall be promptly removed from building walls, perimeter soundwalls and/or fences. The developer and its successors in interest shall comply with the rules and regulations of the City's graffiti removal program and shall grant a

license and right of entry as requested to enforce the terms of such program.

- D. All fencing and walls on the project site shall be structurally sound, graffiti-free and well maintained at all times.
- E. Rear fencing and gates shall be 8-foot high black vinyl coated chain link as proposed on the Site Plan.
- F. All landscaping improvements shall be maintained in a healthy, growing condition at all times.
- G. Upon demolition or removal of existing structures and improvements, the site shall be enclosed with a security fence with appropriate screening measures.

X. GENERAL REQUIREMENTS

- A. All exterior mechanical equipment such as air conditioning/heating units and antennas shall be screened from view so as not to be visible from adjacent properties or streets to the satisfaction of the Zoning Enforcement Official.
- B. No sight lighting shall spill off-site, over property lines, or shine above the horizontal plane.
- C. All uses and activities shall comply with the provisions of the San Leandro Noise Regulations (Title IV, Chapter 1 of the Municipal Code).
- D. Applicant shall implement and comply by all mitigation measures identified in the Initial Study - Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program.
- E. Applicant shall continue to comply with Title 14 of the California Code of Regulations
- F. All electrical transformers shall be vaulted underground or concealed within building cabinets. In the event that the transformer cannot be undergrounded, it shall be painted an appropriate color and screened from view with landscaping consistent with the access requirements of PG&E. Details for screening shall be subject to the review and approval of the Zoning Enforcement Official.
- G. No temporary or unauthorized signs including but not limited to banners, streamers and pennants shall be placed on the property, unless approved by the City under a Temporary Sign Permit or Special Event Permit. The use of spotlights, feather signs, animated or inflatable signs, balloons, and lasers shall be prohibited at all times. These requirements shall be identified in the final Sign Program.
- H. No objectionable odors emanating from the buildings or trash enclosures shall be detectable beyond the subject property. The City may require noncompliant tenants to install odor control measures including but not limited to the installation of air

filters or odor control systems.

- I. Vehicle idling shall be actively discouraged and restricted to a maximum of two minutes. A sign up to three (3) square feet in size shall be clearly posted at all entry gates to notify drivers of this requirement.
- J. No use, activity, or process shall produce vibrations that are perceptible without instruments by a reasonable person at the property lines of the site.
- K. No use, process, or activity shall produce dust that is perceptible without instruments by a reasonable person at the property lines of the site.
- L. There shall be no loitering permitted on the site and the site shall be posted to permit enforcement of the City ordinance prohibiting loitering by the City of San Leandro Police Department.
- M. Applicant shall pay its City development, permitting, and plan check fees in accordance with the fee schedules in effect at the time.
- N. Any outstanding Planning Services and Appeal deposit fees or balance shall be paid prior to issuance of a building permit.
- O. The approvals granted by the City as a result of this application, as well as the Conditions of Approval, shall be recorded in the Office of the County Recorder of Alameda County.
- P. No application for amendment of the application or Conditions of Approval may be submitted or accepted for processing by the City unless (i) there is full compliance with all terms of the application and Conditions of Approval; or (ii) the Zoning Enforcement Official waives compliance with the terms of the application and Conditions of Approval pending application for amendment.
- Q. As requested by the Applicant and pursuant to Zoning Code Section 5-2218, this approval shall lapse on **June 18, 2020**, unless a) approval of required State and County permits have been issued, coupled with diligent progress evidencing a good faith intent to commence the intended use, or b) a building permit has been issued.



City of San Leandro

Meeting Date: July 1, 2019

Resolution - Council

File Number: 19-315

Agenda Section: CONSENT CALENDAR

Agenda Number:

TO: City Council

FROM: Jeff Kay
City Manager

BY: Keith Cooke
Engineering & Transportation Director

FINANCE REVIEW: David Baum
Finance Director

TITLE: RESOLUTION of the City of San Leandro City Council to Authorize the City Manager to Execute a Standard Public Improvement Agreement for Improvements Associated with a Private Development at 2756 Alvarado Street

WHEREAS, the City approved a Conditional Use Permit and Site Plan Review (PLN17-0020 and APL18-0002) on June 18, 2018, by Resolution No. 2018-065, at 2756 Alvarado Street (Assessor's Parcel Number 077B-0800-014); and

WHEREAS, an Agreement to Conditions for PLN17-0020 and APL18-0002 was recorded with the Alameda County Recorder's Office on July 25, 2018, as Series No. 2018145759; and

WHEREAS, the Conditions of Approval require the Property Owner to construct public improvements including traffic signal improvements at the intersection of Alvarado Street and Aladdin Avenue; and

WHEREAS, a Standard Public Improvement Agreement between the City of San Leandro and the property owner, IPT Alvarado Commerce Center LP, was presented to this City Council to assure construction of required public improvements; and

WHEREAS, said Agreement conforms to San Leandro Municipal Code §7-1-945; and

WHEREAS, said Agreement is guaranteed by a Performance Bond and a Payment Bond issued by Argonaut Insurance Company, each in the amount of \$426,766.67; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said Agreement and acceptance of said bonds.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That the Standard Public Improvement Agreement between the City of San Leandro and IPT Alvarado Commerce Center LP is hereby approved, and execution by the City Manager is hereby authorized; and
2. That the City Manager is authorized to make non-substantial revisions to said Agreement, subject to the approval of the City Attorney; and
3. That an original executed copy of said Agreement shall be attached to and made a part of this Resolution; and
4. That the City Manager is authorized to accept said surety bonds to guarantee the required public improvements in conformance with the recorded Agreement to Conditions.

CITY OF SAN LEANDRO

STANDARD PUBLIC IMPROVEMENT AGREEMENT

THIS STANDARD PUBLIC IMPROVEMENT AGREEMENT ("Agreement"), entered into on _____, 2019 by and between the CITY OF SAN LEANDRO, a municipal corporation of the State of California, hereinafter referred to as "City," and IPT ALVARADO COMMERCE CENTER LP, a Delaware limited partnership, hereinafter referred to as "Owner."

In consideration of the granting of certain entitlement of use described as follows: Agreement to Conditions, PLN17-0020 and APL18-0002, 2756 Alvarado Street, Alameda County Assessor's Parcel Number 77B-800-14, recorded on July 25, 2018, Document No. 2018145759, Official Records of Alameda County, hereinafter referred to as "Project."

It is mutually agreed as follows:

AGREEMENTS

1. Performance of Work. Owner agrees to furnish, construct, and install at its own expense all required public improvements as required in the Agreement to Conditions and as shown on plans prepared by Kier & Wright Civil Engineers & Surveyors, Inc., (Job# A16657, total 11 Sheets), identified as Site Improvement Plans for 2756 Alvarado Street for Industrial Property Trust, and Traffic signal modification plans at the intersection of Alvarado Street and Aladdin Avenue prepared by TJKM Transportation Consultants (total 3 sheets), a copy of which is on file in the Office of the City Engineer and is incorporated herein by reference, and all other improvements required by the City Engineer based upon the standards imposed by Title VII, Chapter 8 of the San Leandro Municipal Code and the Standard Specifications adopted by the City of San Leandro for public works. Owner's costs shall include all necessary relocation of existing utilities.

2. Work; Satisfaction of City Engineer. All of the work on the required improvements is to be done at the places, with the materials, in the manner, and at the grades, all as shown upon the approved plans and specifications, and to the reasonable satisfaction of the City Engineer.

3. Work; Inspections; Fees. The City Engineer or his designee shall inspect all of the improvements made pursuant hereto to determine that they comply with all City regulations. Concurrently with the execution of this Agreement, the Owner shall deposit with the City the sum of Ten Thousand DOLLARS (\$10,000) to cover the cost of design review and inspection of the improvements. Owner hereby agrees to increase the amount of the deposit to pay City the actual cost of inspection if such costs should exceed the original deposit and City shall refund any portion of the deposit not used for design review and inspection of the improvements within thirty (30) days after final acceptance thereof by the City.

4. Modification for Unforeseeable Circumstances. Owner reserves the right to modify said plans and specifications as the development progresses should unforeseen conditions occur, provided written approval is first obtained from the City Engineer, which approval shall not be unreasonably withheld. The City shall bear no responsibility whatsoever for work performed and reasonably rejected by the City Engineer. City reserves the right to make reasonable modifications to the plans and specifications whenever field conditions and/or public safety require such modifications. Owner shall pay City for all costs incurred in plan checking and inspection resulting from said modifications.

5. Work; Time for Commencement and Performance. City hereby fixes the time for the commencement of the required work to be on or before the 23rd day of May 2019, and for its completion to be on the 23rd day of May 2020. At least 15 calendar days prior to the commencement of work hereunder, Owner shall notify the City Engineer in writing of the date fixed by Owner for commencement thereof, in order that the City Engineer shall be able to provide services for inspection.

6. Location of Construction Yard. Owner agrees to locate any construction yard for the storage of equipment, vehicles, supplies and materials, or the preparation or fabrication thereof, to be used in connection with the installation of improvements for said project or the construction of buildings therein, in such a manner so as to cause a minimum of inconvenience to persons living in the areas immediately adjacent to said project, including installation of appropriate fencing and screening, and to obtain the approval of the City Engineer as to the proposed location and standards of maintenance of the yard. Immediately upon completion of the improvements to be constructed to which this Agreement refers, Owner agrees to cease

using the construction yard, clear the site and restore it to its original condition, and to remove therefrom all supplies, materials, equipment, or vehicles being stored or kept thereon. Owner agrees not to use the construction yard in connection with the installation of improvements or construction of buildings elsewhere. City may extend the time within which the construction yard may be used or within which supplies, materials, equipment or vehicles may be stored or kept thereon if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Owner to the City Engineer stating fully the grounds and facts relied upon for such extension.

7. Rights-of-Way Free From Obstruction. Owner agrees to keep and maintain all areas within the improved or partially improved public streets or public rights-of-way contiguous and adjacent to and within the hereinabove referred to Property, including streets being constructed and/or improved pursuant to this Agreement, free and clear of all building materials, dirt, mud, sand, gravel, rocks, bricks, stones, shingles, roofing material, lumber, tool sheds, construction buildings and other similar items at all times during the improvement and construction of the improvement and all buildings and other structures within said Project.

8. Extension. The dates for commencement and completion of the work of construction may be extended as herein provided. The City Engineer shall extend said dates for delays in said work actually caused by acts of God, fire, earthquake, floods, explosion, acts of the elements, war, invasion, insurrection, riot, mob violence, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lock outs, actions of labor unions, condemnation, requisition, orders of governmental or military authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of Owner (financial inability, imprudent management or negligence excepted). Extension of said dates for any other cause shall be made only by the City Engineer. The City Engineer shall reasonably determine whether good cause has been shown to entitle Owner to an extension. Any extension granted pursuant to this paragraph shall not obligate City in any manner to grant other requests for extension.

9. Request for Extension; Granting. Any request for extension of any commencement and completion date shall be in writing, shall fully state the facts and grounds relied upon for said extension, and shall be delivered to City in the manner hereinafter specified for services of notices. Extensions shall be granted in writing and any purported oral extension or purported oral agreement to make an extension shall not be valid for any purpose whatsoever.

10. Extension; No Release of Obligations. In the event it is deemed necessary by the City to extend the time of commencement or completion of the work to be done under this Agreement beyond the dates specified herein, such extension shall in no way release any guarantee given by Owner pursuant to this Agreement, or relieve or release those providing improvement security pursuant to this Agreement. The sureties in executing the bonds shall be deemed to stipulate and agree that no change, extension of time, alteration or addition to the term of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on the bond, and to waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

11. Extension; Condition. The granting of any extension may be conditioned upon Owner providing City with increased inspection fees, a cash deposit which sum is equal to one hundred percent (100%), of the estimated cost of plan check and/or inspection services not covered by the deposit made in paragraph 3, and new or amended surety bonds in amounts increased to reflect increases in the cost of constructing the required improvements that have occurred prior to the granting of the extension.

12. No Waiver by the City, Final Acceptance. Inspection of the work and/or materials, or approval of work and/or materials inspected, use of the work by the public as public right-of-way, or statement by any officer, agent, or employee of the City indicating the work complies with the requirements of this Agreement, shall not relieve the Owner from the obligation to fulfill the Agreement as prescribed herein. Acceptance of any part or stage of said improvements shall not be final until a written notice of acceptance of all the improvements has been delivered to Owner. Upon request from Owner for a completeness determination, the City Engineer shall promptly determine whether the improvements are ready for their

intended use and completed substantially in conformity with the requirements of this Agreement ("Completion") and shall notify Owner as soon as reasonably practicable in writing of the determination. Promptly after Completion, City Engineer and City shall take such steps as may be required for the City to accept the dedication of such improvements.

13. Improvement Security. Concurrently with the execution hereof, Owner shall furnish City:

(a) Improvement security in the sum of Four Hundred Twenty Six Thousand, Seven Hundred Sixty Six DOLLARS and Sixty Seven CENTS (\$426,766.67), which sum is equal to one hundred percent (100%), of the estimated cost of constructing the required improvements according to the Engineer's Opinion of Probable cost prepared by Kier & Wright dated May 14, 2019 (Job# A16657) and the cost of any other obligation to be performed by Owner hereunder, securing the faithful performance of this Agreement.

(b) Separate improvement security in the sum of Four Hundred Twenty Six Thousand, Seven Hundred Sixty Six DOLLARS and Sixty Seven CENTS (\$426,766.67), which sum is equal to one hundred percent (100%) of the estimated cost of constructing the required improvements, security payment to the contractor, his subcontractor and to persons furnishing labor, materials or equipment to them for the construction of the required improvements, and for the payment of amounts due under the Unemployment Insurance Act with respect to such work or labor in connection with the installation of such improvements. The form of the improvement security shall be subject to the reasonable approval of the City Attorney. Improvement security shall be released by City upon the final acceptance of the work by the City. No change, alteration or addition to the terms of this Agreement or the plans and specifications accompanying the same shall in any manner affect the obligation of those providing improvement security pursuant to this Agreement.

14. Maintenance Security: Prior to final acceptance of the work, Owner shall furnish the City a maintenance and repair security in a form reasonably acceptable to the City Engineer in the amount of Forty Two Thousand Six Hundred Seventy Six DOLLARS and Sixty Seven CENTS (\$42,676.67), to guarantee that all areas to be improved are free from defect for a period of one year after final acceptance of the work by the City. In the event Owner fails, neglects, or refuses to maintain said areas after notice and an opportunity to cure, City is hereby authorized to expend all or any portion of said security during the one year maintenance

period to accomplish the above. Maintenance security shall be released by City upon the expiration of the one year maintenance period. Final acceptance by the City shall not occur until the maintenance security required by this section is furnished to the City.

15. Hold Harmless Agreement. Owner hereby agrees to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees (the "City Parties") harmless from and against any or all loss, liability, expense, claim, costs, suits, damages of every kind, nature and description directly or indirectly arising from the performance of the work from Owner, Owner's contractors', subcontractors', agents' or employees' operations under this Agreement prior to Completion, except to the extent caused by the negligence or willful misconduct of the City Parties. Owner agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused or alleged to have been caused, by reason of any of the aforesaid operations, except to the extent caused by the negligence or willful misconduct of the City Parties; provided as follows:

(a) That City does not, and shall not, waive any rights against Owner which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by City, or the deposit with City by Owner, of any of the insurance policies described in paragraph 16 hereof.

(b) That the aforesaid hold harmless agreement by Owner shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph (except to the extent caused by the negligence or willful misconduct of the City Parties), regardless of whether or not City has prepared, supplied, or approved of plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Owner's Insurance. Concurrently with the execution hereof, Owner shall obtain or cause to be obtained and filed with the Risk Manager, all insurance required under this paragraph, and such insurance shall have been reasonably approved by the Risk Manager of City, as to form, amount and carrier. Prior to the commencement of work under this Agreement, Owner's general contractor shall obtain or cause

to be obtained and filed with the Risk Manager, all insurance required under this paragraph, and such insurance shall have been approved by the Risk Manager of City, as to form, amount and carrier. Owner shall not allow any contractor or subcontractor to commence work on the contract or subcontract until all insurance required for Owner and Owner's general contractor shall have been so obtained and approved. Said insurance shall be maintained in full force and effect until the completion of the work under this Agreement and the final acceptance thereof by the City. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

- (a) Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
 - 3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

- (b) Minimum Limits of Insurance. Owner shall maintain limits no less than:
 - 1. General Liability: \$3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
- (c) Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or the Owner shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages.
 - a. The City, its officers, agents, officials, employees and volunteers shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the owner; products and completed operations of the Owner, premises owned, occupied or used by the Owner, or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The Owner's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Owner's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

d. The Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Owner for the City.

3. All Coverages.

Owner shall promptly provide notice to City if the insurance required hereunder is suspended, voided, cancelled, reduced in coverage or in limits .

(e) Acceptability of Insurers. Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

(f) Verification of Coverage. Owner shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. The City reserves the right to reasonably modify these insurance requirements as the best interests of the City dictate.

(g) Subcontractors. Owner and/or Owner's general contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

17. Title to Improvements. Title to, and ownership of, all improvements constructed hereunder by Owner shall vest absolutely in City, upon completion and acceptance of such improvements by City unless otherwise provided.

18. Repair or Reconstruction of Defective Work. Except as otherwise expressly provided in this Agreement, and excepting only items of routine maintenance, ordinary wear and tear and unusual abuse or neglect, Owner guarantees all work executed by Owner and/or Owner's agents, and all supplies, materials and devices of whatsoever nature incorporated in, or attached to the work, or otherwise delivered to City as a part of the work pursuant to the Agreement, to be free of all defects of workmanship and materials for a period of one year after final acceptance of the work by the City. Owner shall repair or replace any or all such work or material, together with all or any other work or materials which may be displaced or damaged in so doing, that may prove defective in workmanship or material within said one year guarantee period without expense or charge of any nature whatsoever to City. Owner further covenants and agrees that when defects in design, workmanship and materials actually appear during the guarantee period, and have been corrected, the guarantee period shall automatically be extended for an additional year as to such defective and corrected elements only to insure that such defects have actually been corrected.

In the event the Owner shall fail to comply with the conditions of the foregoing guarantee within thirty (30) days' time, after being notified of the defect in writing, City shall have the right, but shall not be obligated, to repair or obtain the repair of the defect, and Owner shall pay to City on demand all reasonable costs and expense of such repair. Notwithstanding anything herein to the contrary, in the event that any defect in workmanship or material covered by the foregoing guarantee results in a condition which constitutes an immediate hazard to the public health, safety, or welfare, City shall have the right to immediately repair, or cause to be repaired, such defect, and Owner shall pay to City on demand all reasonable costs and expense of

such repair. The foregoing statement relating to hazards to health and safety shall be deemed to include either temporary or permanent repairs which may be required as determined in the reasonable discretion and judgment of City.

If City, at its sole option, makes or causes to be made the necessary repairs or replacements or performs the necessary work, Owner shall pay, in addition to actual reasonable costs and expenses of such repair or work, twenty percent (20%) of such costs and expenses for overhead as well as interest at the maximum rate of interest permitted by law accruing thirty (30) days from the date of billing for such work or repairs.

19. Owner Not Agent of City. Neither Owner nor any of Owner's agents or contractors are or shall be considered to be agents of City in connection with the performance of Owner's obligations under this Agreement.

20. Notice of Breach and Default. If, after written notice and a reasonable opportunity to cure, Owner refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Owner should be adjudged as bankrupt, or should make a general assignment for the benefit of Owner's creditors, or if a receiver should be appointed, or if Owner, or any of Owner's contractors, subcontractors, agents or employees should violate any of the provisions of this Agreement, the City Engineer may serve written notice on Owner and Owner's surety or holder of other security of breach of this Agreement, or of any portion, thereof, and default of Owner.

21. Breach of Agreement; Performance by Surety or City. In the event of any such notice of breach of this Agreement and expiration of such cure period without cure by Owner, Owner's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within thirty (30) days after the serving upon it of such notice of breach and failure to cure, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within thirty (30) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem

advisable, for the account and at the expense of Owner and Owner's surety shall be liable to City for any damages and/or reasonable and documented excess costs occasioned by City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Owner as may be on the site of the work and necessary therefor.

22. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

City Clerk
Civic Center
835 E. 14th Street
San Leandro, California 94577.

Notices required to be given to Owner shall be addressed as follows:

IPT Alvarado Commerce Center LP
Peter Vanderburg, Managing Director
4675 MacArthur Court, Suite 625
Newport Beach, CA 92660

Any party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

23. Recordation of Abstract. Concurrently with the execution of this Agreement, Owner has executed and has caused to be acknowledged an abstract of this Agreement. Owner agrees City may record said abstract in the Official Records of Alameda County.

24. Assignment. This Agreement will not be assigned without the prior written consent of City, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year herein above written.

CITY OF SAN LEANDRO, a Municipal Corporation

Dated: _____

By: _____

Jeff Kay
City Manager

Owner:

IPT Alvarado Commerce Center LP,
a Delaware limited partnership

By: IPT Alvarado Commerce Center GP LLC,
a Delaware limited liability company
Its: General Partner

By: IPT Real Estate Holdco LLC,
a Delaware limited liability company,
Its: Sole Member

By: Industrial Property Operating Partnership LP,
a Delaware limited partnership
Its: Sole Member

By: Industrial Property Trust Inc.,
a Maryland corporation,
Its: General Partner

By: 
Name: Peter Vanderborg
Title: Managing Director, Development

Date: 5/29/19

Attach: Engineer's Opinion of Probable Cost, Alvarado St. & Aladdin Ave. – Street Improvements for IPT San Leandro by Kier & Wright Civil Engineers & Surveyors, Inc., dated May 14, 2019

[Appropriate Notary]
[Acknowledgment]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On May 24, 2019 before me, Julie L. Dennis, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Peter Vanderburg
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Julie L. Dennis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

ENGINEER'S OPINION OF PROBABLE COST

Alvarado St. & Aladdin Ave. - Street Improvements
 for
 IPT San Leandro
 2756 Alvarado St., San Leandro, CA

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT
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I. Demolition

1	SAWCUT	LF	503	\$1.50	\$754.50
SUBTOTAL==>					\$754.50

II. Utilities

1	STORM DRAIN MANHOLE	EA	1	\$5,000.00	\$5,000.00
2	STORM DRAIN CATCH BASIN	EA	1	\$4,500.00	\$4,500.00
3	STREET TRENCH (24"SD, 12"SD, 10"FS, 1"IRR)	LS	1	\$25,621.00	\$25,621.00
4	POWER POLE RELOCATION	EA	1	\$25,000.00	\$25,000.00
SUBTOTAL==>					\$60,121.00

III. Paving Activities

1	CONCRETE CURB AND GUTTER	LF	503	\$107.00	\$53,821.00
2	CONCRETE DRIVEWAY (8" DWY)	SF	1,111	\$26.00	\$28,875.60
3	CONCRETE SIDEWALK	SF	1,207	\$17.00	\$20,519.00
4	ACCESSIBLE CURB RAMP	SF	706	\$31.00	\$21,886.00
SUBTOTAL==>					\$125,101.60

IV. Traffic Signal & Fiber Optics

1	TRAFFIC SIGNAL MODIFICATION	LS	1	\$123,875.00	\$123,875.00
	Traffic Control				
	Replace econolite controller				
	Remove & salvage existing left turn heads, furn and install 4 section sign heads				
	Audible tactile pedestrian push buttons				
	Comply with all notes on E1 & E2				
	Include street name sign changes if required				
Include all new conductor/feeder as shown on E2					
2	FIBER OPTIC IMPROVEMENTS	LS	1	\$13,424.00	\$13,424.00
	Prep and splice fibers as per design provided by CSL and SLDF				
	Bi-directional test OTDR 1310/1550 & Power Meter fiber strand on Splice Diagram				
	Provide OTDR/Power Meter Test Data and PDF Reports to customer				
SUBTOTAL==>					\$137,299.00

V. Traffic Control & Erosion Control

1	TRAFFIC CONTROL	LS	1	\$35,500.00	\$35,500.00
2	EROSION & SEDIMENT CONTROL	LS	1	\$21,500.00	\$21,500.00
SUBTOTAL==>					\$57,000.00

VI. BONDS FOR GRADING PERMIT

1	PERFORMANCE BOND FOR GRADING PERMIT	LS	1	\$4,293.60	\$4,293.60
2	EROSION AND SEDIMENT CONTROL BOND FOR GRADING PERMI	LS	1	\$3,400.00	\$3,400.00
SUBTOTAL==>					\$7,693.60

TOTAL ==> \$387,969.70

10% CONTINGENCY \$38,796.97

GRAND TOTAL \$426,766.67

