

2013 OCT 31 PM 3:36

OAKLAND CITY COUNCIL
ORDINANCE NO. 13201 C.M.S.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A LEASE DISPOSITION AND DEVELOPMENT AGREEMENT AND GROUND LEASE BETWEEN THE CITY OF OAKLAND AND OAKLAND MARITIME SUPPORT SERVICES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OR ITS AFFILIATE, IN A FORM AND CONTENT SUBSTANTIALLY IN CONFORMANCE WITH THE ATTACHED DOCUMENTS, FOR THE DEVELOPMENT OF AN ANCILLARY MARITIME SUPPORT FACILITY TO PROVIDE TRUCK PARKING AND TRUCK-RELATED SERVICES ON APPROXIMATELY 17 ACRES IN THE CENTRAL AND NORTH GATEWAY AREAS OF THE FORMER OAKLAND ARMY BASE, WITHOUT RETURNING TO THE CITY COUNCIL

WHEREAS, the San Francisco Bay Conservation and Development Commission (“BCDC”) has jurisdiction over the San Francisco Bay, its shoreline, and certain related waterways, and exerts its authority through the State of California’s Coastal Zone Management Program which includes two planning documents: the *San Francisco Bay Area Seaport Plan* (the “Seaport Plan”) and the *San Francisco Bay Plan* (the “Bay Plan”). These plans define Port Priority Use Areas, which must be reserved for marine terminals and directly related ancillary maritime support (“AMS”) uses such as container freight stations, transit sheds and other temporary storage, railroad yards, and trucking; and

WHEREAS, the Bay Plan and the Seaport Plan designated the entire Oakland Army Base as a Port Priority Use Area to ensure the Port of Oakland (“Port”) would meet projected cargo container through-put requirements for 2020; and

WHEREAS, the Oakland Base Reuse Authority (“OBRA”), a joint powers authority composed of the City of Oakland (“City”) and the Redevelopment Agency of the City of Oakland (“Agency”), was established for the purpose of planning for the closure and reuse of the former Oakland Army Base (“Army Base”), which officially ceased operations in 1999; and

WHEREAS, the OBRA at its meeting of July 27, 1998 passed Resolution No. 98-15 thereby adopting the *Draft Final Reuse Plan for the Oakland Army Base* (“Reuse Plan”), which set forth a land use plan for the 422 acres constituting the Army Base, which included, among other things, maritime uses for the area west of Maritime Street (“OAB-West”) and industrial activities, among other things, for the area east of Maritime Street (“OAB-East”); and

WHEREAS, BCDC found that some of the proposed land uses for GAB-East, as contained in the Reuse Plan, appeared not to be consistent with the Port Priority Use designation; and

WHEREAS, OBRA worked with the Port to reconfigure the proposed land use plan for the Army Base to ensure consistency with the requirements of the Bay and Seaport Plans and to enable the Port and OBRA to achieve their respective goals of developing OAB-East to meet through-put requirements and to include 75 acres of land for AMS; and planning the development of GAB-West to maximize Oakland job and business creation; and

WHEREAS, in September 2000, OBRA and the Port submitted a joint application to BCDC to amend the Bay and Seaport Plans to eliminate the Port Priority Use designation for OAB-West so as to allow the development set forth in the proposed reconfigured land use plan; and

WHEREAS, BCDC held a public hearing on the joint application on December 7, 2000 and received written and oral comments from interested parties, including governmental entities, regarding the proposed amendments to the Bay and Seaport Plans, and on January 4, 2001 adopted Resolution No. 00-10 thereby amending the Bay and Seaport Plans to: (1) delete approximately 175 acres of Port Priority Use Area at the northern part of the Army Base, (2) retain 15 acres of land on the Army Base for AMS, and (3) add an additional 15 acres of land within or near the Port for AMS; and

WHEREAS, in 2003, the Army transferred via a No-Cost Economic Development Conveyance (“EDC”) certain portions of the Army Base (the “EDC Property”) to OBRA, and when OBRA conveyed the land to the Agency and the Port in 2006, OBRA also transferred to each entity the BCDC obligation to maintain 15 acres of land for AMS uses; and

WHEREAS, on May 15, 2007, the Agency Board approved a staff recommendation to designate a 15-acre area within the East Gateway Area of the Army Base for the future development of AMS uses, and authorized staff to issue a Request for Proposals (“RFP”) for AMS industries to lease space within the East Gateway Area; and

WHEREAS, on June 22, 2007, the Agency issued an RFP for the development of an AMS facility on 15 acres of the East Gateway Area specifically focused on trucking and trucking-related activities, such as parking, transloading, office and/or services targeting the local trucking sector; and

WHEREAS, the Agency selected Oakland Maritime Support Services (“Developer”) to negotiate with regarding development of the 15-acre parcel in the East Gateway Area and entered into an Exclusive Negotiating Agreement (“OMSS ENA”) with Developer on November 7, 2007, a first amendment thereto on August 8, 2008, and a second amendment thereto on February 28, 2009; and

WHEREAS, during the ENA period, Agency staff and Developer evaluated the design and financial feasibility of Developer’s proposed project, which would include tractor and trailer parking, container storage, office space, fueling stations, project-serving retail, and truck maintenance (the “Project”) on the 15-acre parcel in the East Gateway Area, and arrived at a general agreement on terms for the development of the Project; and

WHEREAS, in 2007, the East Bay Municipal Utilities District (EBMUD) initiated proceedings challenging the City's environmental analysis for a planned auto mall in the North Gateway Area of the Army Base; and

WHEREAS, in March 2009, the California Superior Court found in favor of EBMUD and required the City to decertify certain environmental approvals related to the auto mall, including approval to discharge into a 15-inch sanitary sewer line, thereby preventing the use of the line for any new development on the Army Base, including the Project; and

WHEREAS, in 2008, the Agency issued a Request for Qualifications ("RFQ") to identify potential development teams for redevelopment of certain portions of the Army Base exclusive of the 15 acres designated for AMS uses, and on January 22, 2010 executed an ENA with Prologis, L.P. (then named AMB Property, L.P.), and CCIG Oakland Global, LLC (successor-in-interest to California Capital Group) ("Prologis CCIG ENA") to negotiate the master development of the Army Base, including all aspects of planning, site preparation, and related public improvements; and

WHEREAS, pursuant to the Prologis CCIG ENA, CCIG agreed to prepare a master plan for the EDC Property which would take into account the projects under consideration by the Agency and the Port, including the development contemplated by Developer; and

WHEREAS, to enable the Master Plan to move forward efficiently without limitation of predetermined uses, the Agency and Developer allowed the OMSS ENA to expire without entering into a binding agreement for the Project on the East Gateway parcel; and

WHEREAS, the Oakland Army Base Master Plan Design Set, dated April 2, 2012, prepared by Architecture Dimensions Master Design Team ("Master Plan") and approved by the City Council on June 19, 2012, identified for AMS uses an approximately seventeen (17)-acre portion of the EDC Property in the Central and North Gateway Areas (identified as "AMS Site" in Exhibit A); and

WHEREAS, pursuant to a March 3, 2011 Purchase and Sale Agreement, the Agency sold and conveyed the Agency-owned portions of the EDC Property (the "Gateway Development Area") to the City by grant deed recorded January 31, 2012 as Doc. 2012-30757 in the Official Records; and the City desires to continue the redevelopment efforts in the Gateway Development Area; and

WHEREAS, on June 29, 2011, the California Legislature passed, and Governor Jerry Brown signed, Assembly Bill 1x26, and on June 27, 2012, the Governor also signed Assembly Bill 1484, which amended Assembly Bill 1x26, which require the dissolution of all redevelopment agencies (collectively, "AB 26"); and

WHEREAS, on January 31, 2012, the City closed escrow under the Agency-City PSA and took title to the Agency-owned portions of the EDC Property pursuant to the grant deed recorded January 31, 2012 as Document No. 2012-30757 in the Official Records and assumed all of the Agency's rights and obligations under the EDC Property Agreements with respect to such property; and

WHEREAS, Developer desires to lease the AMS Site for development of the Project; and

WHEREAS, staff and Developer have negotiated the general terms of a Lease Disposition and Development Agreement (“LDDA”) and its exhibits, including the general terms of the Ground Lease for the lease of the AMS Site for development of the Project, and related documents which set forth the terms and conditions of the development of the Project and the use of the Property by the Developer and any successors to the Property; copies of the general LDDA terms and its attachments are attached hereto as Exhibit B; and

WHEREAS, consistent with the purposes of the EDC transfer from the Army to create local jobs, the City and Developer desire to implement a Community Benefits Program to be set forth in the LDDA that commits to, among other things, creating jobs for the local community in West Oakland, and to that end will include employment policies and procedures that are intended to strengthen existing City policies and expressly supersede the employment portions of City Council Ordinance No. 12389 (12/18/01), as amended by City Council Ordinance 13101 (12/20/11), and the program Guidelines in the Local and Small Local Business Enterprise Program guidance dated February 1, 2012 with regard to Local Employment Program, Local Construction Employment Referral Program, and Apprenticeship Program; and

WHEREAS, consistent with the purposes of the EDC transfer from the Army, the City amended the Reuse Plan to reflect development contemplated in the Master Plan, including the Project; and

WHEREAS, the City finds that the Project will implement the goals and objectives of the Redevelopment Plan and the Reuse Plan; and

WHEREAS, the City previously prepared and certified/adopted the 2002 Oakland Army Base (“OARB”) Redevelopment Plan Environmental Impact Report, which was a “project level” EIR pursuant to California Environmental Quality Act (“CEQA”) Guidelines section 15180(b); the 2006 OARB Auto Mall Supplemental EIR and 2007 Addendum; and the 2009 Addendum for the Central Gateway Aggregate Recycling and Fill Project; while the Port prepared and adopted the Port’s 2006 Maritime Street Addendum (collectively called “Previous CEQA Documents”); and

WHEREAS, in return for the City’s lease of the Property to Developer, Developer is required to pay rent to the City on the terms and conditions as set forth in the terms for the Ground Lease; and

WHEREAS, the initial term of the Ground Lease shall commence on the date possession is delivered under the LDDA, and continue for 55 years from the commencement date, with a 10-year option to extend, all on the terms and conditions as described in the Ground Lease terms; and

WHEREAS, under the Ground Lease, the City shall retain ownership of the AMS Site at all times; and

WHEREAS, the LDDA will require that the Developer construct and operate the Project consistent with the Redevelopment Plan and restrict the use of the Property to specified uses as set forth in the “Scope of Development” to be attached to the LDDA; and

WHEREAS, the LDDA will incorporate a Community Benefits Program that addresses

environmental, contracting and jobs requirements consistent with the so-called "Areas of Agreement" as set forth in that certain City Council meeting report dated December 13, 2011;

NOW, THEREFORE THE COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:

Section 1: The City Council, based upon its own independent review, consideration, and exercise of its independent judgment, hereby finds and determines, on the basis of substantial evidence in the entire record before the City, that none of the circumstances necessitating further CEQA review are present. Thus, prior to approving the Project, the City can rely on the Previous CEQA Documents and the 2012 OARB Initial Study/Addendum.

Section 2: Specifically, the City Council affirms and adopts as its own, the findings and determinations the November 12, 2013, City Council Agenda Report, including without limitation the discussion, findings, conclusions, specified conditions of approval (including the Standard Conditions of Approval/Mitigation Monitoring and Reporting Program ("SCA/MMRP")), and the CEQA findings contained in *Attachment C* to the Agenda Report, each of which is hereby separately and independently adopted by this Council in full, as if fully set forth herein.

Section 3: The City Council finds and determines that this action complies with CEQA and the Environmental Review Officer is directed to cause to be filed a Notice of Determination with the appropriate agencies.

Section 4: The record before this Council relating to this action, includes without limitation those items listed in *Attachment C* to the Agenda Report for this item, as if fully set forth herein, which are available at the locations listed in said Exhibit.

Section 5: The City hereby finds and determines that the lease of the Property through the Ground Lease by the City to the Developer for the Project furthers economic development in the City, conforms to and furthers the goals and objectives of the City in that the Project, once developed will: (1) satisfy the BCDC mandate to the City to reserve 15 acres for port-related trucking services; (2) relocate existing trucking uses out of residential areas to improve the quality of life for West Oakland residents; (3) retain and create high quality jobs in trucking, logistics, and services targeting the local trucking sector; and (4) support modernization and expansion of the Port of Oakland.

Section 6: The City Administrator or her designee is authorized to lease the Property to Developer, subject to and on the terms and conditions of the LDDA and the Ground Lease to be negotiated and executed pursuant to Section 8 of this Ordinance.

Section 7: The City and the Developer have agreed to a Community Benefits Program that includes environmental, contracting and jobs provisions to be set forth in the LDDA. The environmental requirements are set forth in the SCA/MMRP to be attached to the LDDA. The contracting requirements follow the City's Contracting Policy (Council Ordinance 13101 (12/20/11)), as amended by this LDDA to provide for a capacity study/good faith compliance provisions and special conditions for contracting with West Oakland businesses. The Developer has agreed to implement a Construction Jobs Policy and an Operations Job Policy, both of which strengthen existing City employment policies. The Construction Jobs Policy and the Operations Job Policy expressly supersede the employment portions of City Ordinance No. 12389, as amended by Council Ordinance 13101 (12/20/11), and the program Guidelines in the Local and

Small Local Business Enterprise Program guidance dated February 1, 2012 with regard to Local Employment Program, Local Construction Employment Referral Program, and Apprenticeship Program.

Section 8: The City Administrator or her designee is hereby authorized to negotiate and execute, in form and content substantially in conformance with the terms of the LDDA and its attachments, including the terms of the Ground Lease, as set forth in Exhibit B, without returning to City Council: (1) the LDDA with the Developer for the Project, (2) upon satisfaction or waiver of the conditions precedent, the Ground Lease; and (3) such other additions, amendments or other modifications to the LDDA (including, without limitation, preparation and attachment of, or changes to, any or all of the exhibits) that the City Administrator, in consultation with the City Attorney's Office, determines are in the best interests of the City, do not materially increase the obligations or liabilities of the City, and are necessary or advisable to complete the transactions which the LDDA contemplates to be conclusively evidenced by the execution and delivery by the City Administrator of the LDDA and any such amendments thereto; and (4) such other documents as necessary or appropriate, in consultation with the City Attorney's Office, to facilitate the lease and development of the Property for the Project in order to consummate the transaction under the LDDA in accordance with this Ordinance, or to otherwise effectuate the purpose and intent of this Ordinance and its basic purpose.

Section 9: The City Administrator shall determine satisfaction of conditions precedent under the LDDA to the conveyance of the leasehold estate in the Project, such determination to be conclusively evidenced by the execution and delivery by the City Administrator of the Ground Lease.

Section 10: All documents related to this transaction shall be reviewed and approved by the City Attorney's Office prior to execution, and copies will be placed on file with the City Clerk.

DEC 03 2013

IN COUNCIL, OAKLAND, CALIFORNIA, _____

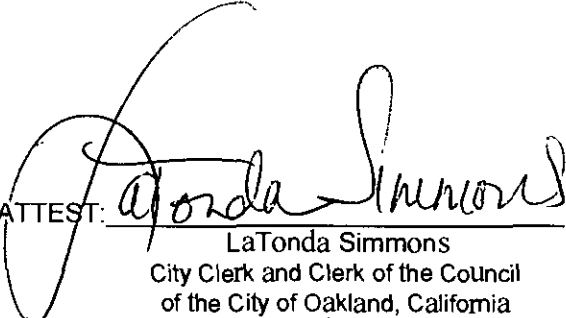
PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, GALLO, GIBSON MCELHANEY, ~~WATTS~~, KAPLAN, REID, SCHAAF, and PRESIDENT KERNIGHAN - 7

NOES- 0

ABSENT- 0

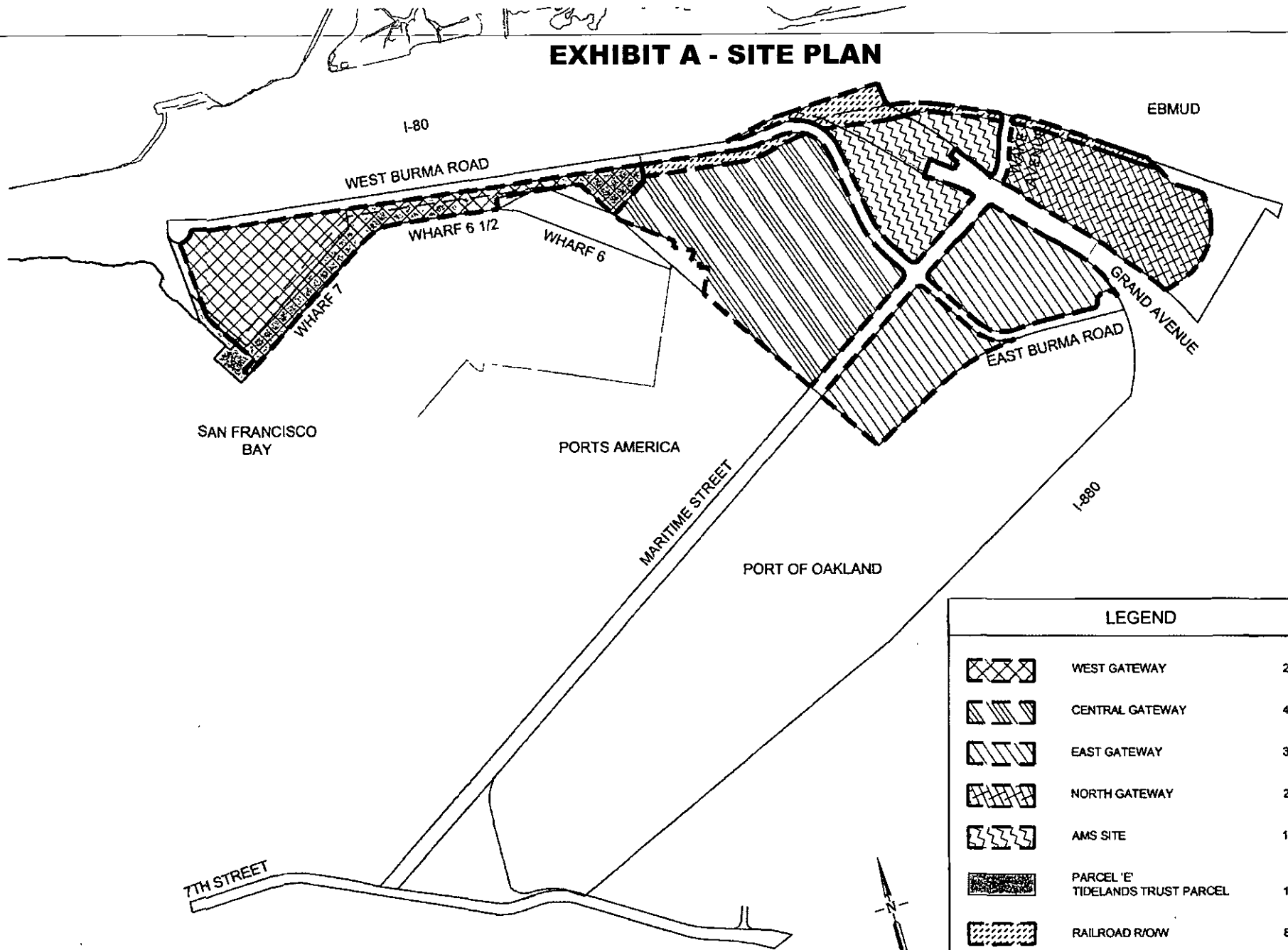
ABSTENTION- Kalb-1








ATTEST: 
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

Introduction Date NOV 19 2013

DATE OF ATTESTATION: 12/4/13

EXHIBIT A - SITE PLAN



LEGEND		
	WEST GATEWAY	26.09 A.C.
	CENTRAL GATEWAY	42.5 A.C.
	EAST GATEWAY	30.33 A.C.
	NORTH GATEWAY	22.09 A.C.
	AMS SITE	17.04 A.C.
	PARCEL 'E' TIDELANDS TRUST PARCEL	13.2 A.C.
	RAILROAD R/O/W	8.45 A.C.



7TH STREET

AD-0188 02
1403

EXHIBIT B

**OMSS LEASE DISPOSITION AND DEVELOPMENT AGREEMENT
DRAFT REAL ESTATE TERMS**

1	LANDLORD:	City of Oakland
2	DEVELOPER:	Oakland Maritime Support Services, LLC or its Affiliate
3	LDDA GUARANTY:	Developer to provide Landlord a Guaranty as part of LDDA. Developer must be financially strong entity with significant assets to guarantee LDDA Project completion obligation, as determined by City.
4	PROPERTY:	Approximately 17 acres of Army Base Property owned by the City.
5	PROJECT DESCRIPTION:	The truck parking and truck-related services operation will include truck/trailer parking, container storage, transload services, truck maintenance and refueling, truck weigh stations, and commercial activities that include a convenience market, restaurant/café, and office space for medical, consultative, administrative and other such business services.
6	INITIAL BASE RENT:	\$0.047/sf of Property to be conveyed
7	TIME OF PAYMENT:	Not later than thirty (30) days after the commencement of each calendar quarter during each Lease Year, Developer shall pay to Landlord in advance the Base Rent for such quarter.
8	TERM OF LEASE:	55 years; one 10-year option to extend
9	PARKING TAX SURCHARGE ADJUSTMENT:	At the sunset of the 8.5% parking tax surcharge (PTS), the Base Rent shall be increased by \$0.006/sf. The PTS adjustment shall take effect the same date as the new parking tax rate. If the new parking tax rate takes effect at the commencement of a calendar quarter and prior to Developer's quarterly payment, then Developer shall pay the PTS adjusted rent within the time specified for payment of rent. If the new parking tax rate takes effect after Developer has made the quarterly rent payment, Developer shall pay to Landlord within 30 days of the effective date of the new parking tax rate the additional rent pro-rated for the calendar quarter.
10	ESCALATION:	The Base Rent shall be increased every five years by the cumulative and annually compounded CPI of the immediately preceding five Lease Years. The annual percentage increase shall not be less than 1.5% and not more than 3%.
11	FAIR MARKET ADJUSTMENT	<p>Base rent shall be adjusted on the first day of the 20th Year, on the first day of the 40th Year, and on the first day of the 10-year Option to Extend to an amount equal to the Fair Market Rent for the uses allowed under the Lease. In no event shall the FMR Adjusted Base Rent be less than the Pre-FMR Adjustment Base Rent applicable at the FMR Adjustment Date.</p> <p>In no event shall the FMR Adjusted Base Rent be greater than an amount equal to the Initial Base Rent increased each Lease Year on a cumulative and annually compounded basis at the rate of 4.0% for each Lease Year prior to the FMR Adjustment Date.</p>

12	PARTICIPATION	\$0.01/gal of truck fuel sold for first 850,000 gallons. Additional \$0.0025/gal of truck fuel sold for every gallon sold above 850,000. Participation shall be paid in arrears at the same time as payment of Base Rent, and shall be subject to annual reconciliation.
13	CONTINGENCIES:	Conveyance of Property to be contingent upon completion of all LDDA terms and conditions including, but not limited to: <ul style="list-style-type: none"> i) Completion of Infrastructure Project improvements necessary for Property (Developer may waive this contingency at its own risk); 2) Completion of grading to elevation (Developer may waive this contingency at its own risk); 3) Full financing, approved by City, in place to develop the Project; 4) City approval of project plans and specifications; 5) Receipt of all government approvals for the Project; 6) City approval of any amendments to redevelopment and/or implementation plans that are needed to permit the Project; and 7) Developer to have obtained all necessary approvals from state or federal authorities or other agencies having jurisdiction over the Property.
14	TITLE INSURANCE:	Developer to secure title insurance policy, if desired, at its own cost and expense. City to provide certification if required by the title company for issuance of an ALTA policy.
15	CLOSING COSTS:	Parties to pay all costs related to the Close of Escrow per the custom and practice in the County of Alameda.
16	ARMY & DTSC RIGHT OF ENTRY	Developer acknowledges and consents to Army right of access to any and all portions of the Property for purposes of environmental investigation, remediation, or other corrective actions of environmental conditions that existed during Army's occupancy. Developer acknowledges and consents to California Department of Toxic Substances Control ("DTSC") right of access to Property under the Covenant to Restrict Use of Property to the Army Base ("CRUP") to perform inspections, monitoring and other activities consistent with the CRUP or as deemed necessary by DTSC.
17	NET LEASE	All rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the full amount of the rent at all times during the Term, without deduction, abatement or offset. Developer shall be responsible for any and all taxes, insurance, improvements, repairs, and maintenance associated with the Property.
18	CONDITION OF PROPERTY AT DELIVERY	Landlord to deliver the space rough graded and with utilities(except for water) stubbed to property line

19	ENVIRONMENTAL REMEDIATION	<p>At Pre-Close of Escrow, Developer may conduct environmental testing of the Property at Developer's own expense to confirm the presence or absence of additional conditions that may require remediation pursuant to the RAP/RMP. If the inspection reveals conditions that require remediation per RAP/RMP, then the City and Developer shall meet and confer. If the City determines sufficient funding is available in the Joint Environmental Remediation Account Fund (JERAF) to cover remediation costs, Developer shall perform remediation under the City's direction and the City shall reimburse Developer for remediation costs. If the City determines there is insufficient funding in the JERAF to reimburse Developer, Developer may elect to perform the remediation without reimbursement or Developer has the option to terminate the agreement. After Close of Escrow, Developer shall be responsible for completion of any and all environmental remediation discovered at, on, under or in the Property, including, but not limited to, remediating and removing existing utility infrastructure, and receiving closure letters from environmental regulatory agencies.</p>
20	INDEMNIFICATION	<p>Developer shall defend (with counsel acceptable to the City), indemnify, and hold harmless the City, the Oakland City Council, the Oakland City Planning Commission and their respective agents, officers, employees and volunteers (hereafter collectively called "City Parties") from any liability, damages, claim, judgment, loss (direct or indirect) action, causes of action, or proceeding (including legal costs, attorneys' fees, expert witness or consultant fees, City Attorney or staff time, expenses or costs) (collectively called "Action") against the City to attack, set aside, void or annul this Agreement or any CEQA related City Approvals or any Subsequent Approval or the implementation of the same. The City may elect, in its sole discretion, to participate in the defense of said Action and Developer shall reimburse the City for its reasonable legal costs and attorneys' fees.</p> <p>Developer shall agree to provide standard commercial hold harmless and defend provisions to the City of Oakland and its employees, officers, directors, shareholders, partners and agents. City and Developer to negotiate the various levels of indemnification and project stages as part of the LDDA and ground lease.</p>
21	DEED RESTRICTIONS & ENVIRONMENTAL USE RESTRICTITONS	<p>Developers accept and acknowledge the Property is subject to: 1) deed restrictions in the transfer deeds, 2) a recorded covenant to restrict use of property, and 3) right of access across the Property to allow construction and maintenance of a billboard, or for remediation or monitoring by federal and state agencies.</p>

22	PUBLIC IMPROVEMENTS MAINTENANCE & INSURANCE	City Army Base Infrastructure Project to construct new Wake Avenue, new West Burma Road (names of road are preliminary only) and trunk line utility systems in these roads to the edge of the Property. Developer is responsible for connecting Property utility systems to the trunk line infrastructure, including, but not limited to, any and all expense and costs for this obligation.
23	MAINTENANCE	Developer is responsible for all maintenance within the Property. Developer agrees to be subject to, part of and sign agreements for a Community Facilities District (CFD) at the Army Base and to pay its fair share of CFD costs and expenses based on respective Property acreage.
24	NO COMMISSION	Landlord shall not pay or be liable for any commissions or brokerage fees. Developer shall hold harmless and defend Landlord against any claims for commissions or brokerage fees.
25	SIGNAGE	Developer may not install or place signage on any existing City street on the Property or within any City street to be created or the public corridor. Developer may install and place signage on the remaining Property in compliance with City codes, Gateway Zoning or other applicable codes or regulations. The definitional issue of billboard versus signage to be discussed.
26	STANDARD OF PROPERTY	Developers to maintain the Property and Project in first-class condition and will ensure at no time does the Property violate the City Blight Ordinance.
27	FAIR SHARE	Developer shall be responsible for paying a fair share of any required off-site traffic improvements and/or other mitigations, as determined by the City, pursuant to the Standard Conditions of Approval/Mitigation Monitoring & Reporting Report of the 2012 Oakland Army Base Project.
28	COMMUNITY FUND	Developer shall pay Sixteen Thousand dollars (\$16,000) per acre into the City-designated Community Fund upon execution of the Ground Lease. Developer shall contribute to the Community Fund an additional \$0.0025/gal for every gallon of truck fuel sold above 850,000 gallons.
29	RESOURCE CENTER FUNDING	Developer shall contribute to the Job Resource Center \$0.0025/gal for every gallon truck fuel sold above 850,000 gallons.
30	CITY PROGRAMS & COMMUNITY BENEFITS	In addition to helping to minimize truck traffic in West Oakland, Developer voluntarily agrees to comply with Army Base Community Benefits and City social programs in both construction and operations including, without limitation, labor peace agreement, prevailing wages, living wages, local and small local business, equal benefits, disabled access, and apprenticeship/job training/first source hiring programs. Developer will agree to comply with compliance monitoring by City.

31	SECURITY DEPOSIT	Developer shall deposit with the Landlord an LDDA Security Deposit of \$50,000 within 30 days of Developer's receipt of the six-months Notice of Completion of public improvements applicable to the Property. If Developer fails to fulfill the conditions or meet the obligations set forth in the LDDA as reasonably determined by Landlord, Landlord may exercise its option to retain the LDDA Deposit as liquidated damages. Upon execution of the Ground Lease, the LDDA Deposit shall be applied to the Ground Lease Deposit, and Developer shall within 10 business days deposit with Landlord another estimated \$54,946 (three months Initial Base Rent in total) for the Ground Lease Deposit.
32	PROJECT EXPENSE PAYMENTS:	Developer shall pay the City agency(s) / department(s) directly for City approvals/services required for the project, including, but not limited to, engineering review, inspections, plan review, plan checks, permits. Evidence of the required payment(s) shall be submitted concomitant with the Final Construction Documents.
33	PAYMENT & PERFORMANCE BONDS	Developer shall obtain payment and performance bonds in an amount not less than 100% of the cost of construction of the Project pursuant to the Construction Contract to be executed by Developer.
34	EBMUD MOA	Developer agrees to comply with any and all applicable terms and conditions of the Memorandum of Agreement between the City and East Bay Municipal Utility District and to become a party to the MOA if the City determines it is necessary.
35	ARMY BASE EIR REIMBURSEMENT	Developer agrees to reimburse City for its fair share of 2012 Army Base CEQA Addendum costs and expense. Terms to be negotiated and detailed in the LDDA.
36	PARKING TAX	Developer shall be current in parking taxes as condition to Closing and to remain in compliance under the ground lease.

NOTICE AND DIGEST

2013 NOV 22 PM 2:06

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A LEASE DISPOSITION AND DEVELOPMENT AGREEMENT AND GROUND LEASE BETWEEN THE CITY OF OAKLAND AND OAKLAND MARITIME SUPPORT SERVICES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OR ITS AFFILIATE, IN A FORM AND CONTENT SUBSTANTIALLY IN CONFORMANCE WITH THE ATTACHED DOCUMENTS, FOR THE DEVELOPMENT OF AN ANCILLARY MARITIME SUPPORT FACILITY TO PROVIDE TRUCK PARKING AND TRUCK-RELATED SERVICES ON APPROXIMATELY 17 ACRES IN THE CENTRAL AND NORTH GATEWAY AREAS OF THE FORMER OAKLAND ARMY BASE, WITHOUT RETURNING TO THE CITY COUNCIL

This ordinance authorizes lease and development by Oakland Maritime Support Services, LLC, of approximately 17 acres of City-owned land at the former Oakland Army Base into a mixed-use ancillary maritime support (truck parking and truck-related services) and commercial project.