

July 16, 2019

City Council c/o  
Lara Weisiger, City Clerk  
City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501

VIA: Email to

Re: Boatworks LLC's Comments and Objections Concerning July 16, 2019 City Council Consent Agenda Item 5-P (2019-7059 - Ordinance Amending Alameda Municipal Code Chapter XXVII, Section 27-3 Concerning Citywide Development Impact Fees)

Dear City of Alameda Officials:

Boatworks has reviewed the memorandum prepared by the City of Alameda dated July 3, 2019 which responded to questions and concerns raised by Boatworks and our consultants about the City's 2019 Nexus Study and Proposed Citywide Development Impact Fees. As addressed and detailed in separate letters from our Attorney Tom Roth, and our financial consultant, Greg Angelo from DFA; the City's memo has not adequately responded to Boatworks questions and issues raised.

Because of the great public concern about housing costs in the Bay Area, the City of Alameda should take great lengths to ensure that any residential Development Impact Fees imposed by the City are not used for purposes unrelated to development projects.

For this reason, Boatworks is requesting that the City delay adoption of the new Development Impact Fees until all of the questions and concerns are adequately addressed and the Development Impact Fees are properly and legally justified.

Boatworks has additional questions about how the Fee Adjustments listed under Section 27.3.8/c would apply for Transit Oriented Development projects that comply with the City of Alameda's Parking Ordinance.

27-3.8 - Fee Adjustments.

*c. A developer of a residential project subject to the transportation impact fee described in subsection 27-3.5 may apply to the Public Works Director for an adjustment, reduction or waiver of the fee if the residential project is:*

*1) located within one-half mile of a ferry terminal or a "bus hub" which is defined as the intersection of three (3) or more bus routes with a minimum route headway of 10 minutes during peak hours;*

*2) located on a barrier-free walkable path not exceeding one-half mile in length with direct access to the ferry terminal or bus hub;*

*3) located within one-half mile of convenience retail uses, including a store that sells food; and*

*4) the housing development provides either the minimum number of parking spaces required by the City's parking ordinance, or no more than one onsite parking space for zero to two bedroom units, and two onsite parking spaces for three or more bedroom units, whichever is less.*

*The application for the fee adjustment, reduction or waiver shall be accompanied by an automobile trip generation analysis prepared by a qualified traffic engineer that compares the automobile trip generation of the project to housing developments in Alameda without these characteristics. The transportation impact fee shall be reduced by the percentage that is equivalent to the percentage difference between the automobile trip generation for the project and the automobile generation for Alameda housing developments that do not meet the above characteristics.*

Item 4 would seem to preclude any development project that includes a unit (or units) that are required to provided Three Off-Street Parking Spaces per Alameda's **Municipal Code Section 30-7.6 - Schedule of Required Minimum and Maximum Off-Street Parking Space**.

The fact that just one unit, or very few units, could preclude an entire residential development project from reductions or waivers seems unreasonable and unjust. Eliminating "*whichever is less*" from Item 4 would seem to remedy this conflict.

In conclusion, the City of Alameda should take the time to thoroughly analyze and independently review the 2019 Nexus Study and Proposed Citywide Development Impact Fees, and make any necessary revisions and corrections before adopting and implementing.

Thank you.

Robert McGillis AIA

Architect – Alameda Boatworks Project

CC: Tom Roth - Attorney  
Greg Angelo - DFA

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**By Overnight**

July 15, 2019

City Council c/o  
Lara Weisiger, City Clerk  
City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501

**Re: Boatworks LLC's Comments and Objections Concerning  
July 16, 2019 City Council Consent Agenda Item 5-P (2019-  
7059 - Ordinance Amending Alameda Municipal Code  
Chapter XXVII, Section 27-3 Concerning Citywide  
Development Impact Fees); Document Submission**

Dear City of Alameda Officials:

This firm represents Boatworks, LLC ("Boatworks"), and on Boatworks' behalf files comments and objections on the above-referenced agenda item.

**Boatworks renews its requests that the City delay adoption of  
the new Park DIF for 90 days in order to allow time for it and the  
public to carefully review the new Nexus Study and Ordinance.**

The City's new proposed Park DIF, Ordinance and associated 2019 Nexus Study are unlawful and fail to comply with the Mitigation Fee Act.

As part of this agenda item, the City has prepared a July 3, 2019 memo that responds in part to Boatworks previous comments and objections. This memo contains flaws similar to the Park DIF, Ordinance and associated 2019 Nexus Study. A discussion of those flaws is included in this letter, as well as in separate comments and objections prepared by (1) Mr. Greg Angelo, DFA, filed herewith.

The Mitigation Fee Act "was passed by the Legislature 'in response to concerns among developers that local agencies were imposing development fees for purposes unrelated to development projects.'" (*Ehrlich v. City of Culver City* (1996) 12 Cal.4th 854, 864.)



Section 66001 requires the agency to “[i]dentify the purpose of the fee,” “[i]dentify the use to which the fee is to be put,” “[d]etermine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed,” and “[d]etermine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.” (§ 66001, subd. (a).)

While it is only fair that the public at large should not be obliged to pay for the increased burden on public facilities caused by new development, the converse is equally reasonable **and mandated**: the developer must not be required to shoulder the entire burden of financing public facilities for all future users. To impose the burden on one property owner to an extent beyond his own use shifts the government’s burden unfairly to a private party.

The City must demonstrate that **development contributes to the need for the facilities**.

Boatworks previously alerted the City that it may not charge for remediation costs that it is receiving for free. The City appears to simultaneously vigorously disagree with Boatworks’ analysis and yet still agrees not to include remediation costs in the Parks DIF at this time. Legally, the City simply cannot include the remediation costs based on the record before it and thus has no choice but to defer this item.

Nonetheless, a few comments are in order. The City argues that it may need remediation for lands at the Doolittle Landfill or at Jean Sweeny Park. The problem that the City has is that there is no documentation in the record to suggest that. Boatworks has submitted a Public Records Act request seeking information related to these claims, but the City has chosen not to respond until well after July 16. As such, Boatworks reserves its right to introduce extra record evidence in any subsequent litigation since the City itself is making it impossible to submit this information now.

The City asserts that Boatworks remediation argument ignores that the City may provide parks within the City but outside of Alameda Point. Not at all. Boatworks simply made the point that the City’s own Nexus Study said it wanted to charge for environmental remediation on land received by the Navy – remediation the City has received for free.

The City next asserts that it does in fact pay for some remediation costs on land obtained from the Navy. Yet again, the record doesn’t show that. The City asserts that portions of the land are covered with concrete that needs to be removed. Again, the City has failed to provide any documentation of this to the public for review. Also, the City has failed to show that this work would not be paid for by the private developer who is building on that particular parcel. In addition, while at the July 2 City Council hearing one of the Council members



claimed that the City has paid for remediation on these lands in the past, he in the same breath acknowledged that the costs were covered by insurance. If the costs are covered by insurance, then the City *didn't* pay those costs and has no need to recover them.

The City then turns to the reasonableness of its new park improvement cost estimates which are *double* its 2014 estimates.

The City argues that Boatworks' criticism of the City's cherry-picking of the most amenity rich parks as a way to "goose" the cost claims ignores the range of parks in its inventory. This is classic misdirection. The City *didn't use its entire inventory* in developing its cost figures. It cherry-picked 4 parks.

The City then uses euphemisms. According to the City, it used its "recent" experience and that's why it used the most amenity rich parks. The City shyly admits "any sample may not perfectly represent the whole," but Boatworks isn't asking for perfection, it's asking for a reasonable approach to determining the average level of amenities in the existing parks. After all, the City may maintain the existing standard but it can't ask new housing to pay for improving that standard. Regardless whether the parks selected are the most "recent," they can't be used to subtly shift the standard upward.

The City argues that the 2019 cost estimates are based on "actual construction costs." These have not been shared with the public. Further, the costs they refer to have been "adjusted" by the City, and the again, the City hasn't provided detail on those "adjustments."

The City rejects the comment that the 2019 Nexus Study should use depreciated rather than replacement costs. The City claims that this would "significantly underestimate the value of the City's existing park improvements." To the contrary, such an approach would accurately reflect the actual value of the existing improvements. At the June 18, 2019 City Council meeting, at least one City Council member admitted concern (when considering the annual capital project budget) that the City has been deferring long-term maintenance on a number of park facilities. The 2019 Nexus Study therefore errs by failing to consider that the City has been deferring major maintenance projects on park facilities and then seeks to conceal that by using a replacement cost approach rather than a depreciated cost approach. The City's argument that the depreciated cost approach is inaccurate when the facilities are "well-maintained" is contradicted by the City Council's admission that the City has not been able to keep all these facilities well-maintained. Therefore, the City's use of the replacement cost approach is not reasonable in the particular circumstances that the City faces, and violates the Mitigation Fee Act's prohibit of using new DIF monies to remedy existing deficiencies.

The City rejects the criticism that it should exclude from the existing park inventory parks where the public must obtain a permit to use them or when they



are exclusively used or leased by the private Alameda Soccer Club. But the 2019 Nexus Study is internally inconsistent. For instance, the Study states: "Certain park-like improvements, most significantly the City-owned golf course, have not been included. Although the Golf Course is a recreational facility, because it is **privately operated under a lease from the City and charges fees for its use**, Willdan has elected to exclude it from the inventory of park lands that establish the existing standard."

Now, let's be clear. The public may use the golf course. But, Willdan excluded it because it's privately operated, leased from the City and charges a fee for its use.

Now let's apply that analysis to the soccer fields. The public may use the soccer fields, but like the golf course, only under certain conditions. They have to obtain a permit and pay a fee. So, in that sense, the soccer fields are *less* accessible to the public than the golf course because you don't need a permit to use the golf course, just a tee time.

Also, some soccer fields are *operated by a private club*. That's just like the golf course.

The City argues, well, the golf course is operated under a lease, and the soccer fields are operated under a license in exchange for maintenance. But why does that make any difference? In both situations, the public's access is restricted. It doesn't make any difference if the public's access is restricted by a license agreement or a lease. The access is still restricted. Further, the record contradicts the City's assertion that the soccer fields are restricted by a license rather than a lease. Indeed, in the very same paragraph of the City's letter that asserts that the soccer fields are subject to a license agreement, the City cites as evidence the "Alameda Soccer Club *lease*." See also, the staff report for 2017-4733 ["The City currently has two *leases* with Alameda Soccer Club [ASC] for their use, operation and maintenance of the Lexington Fields and Hornet Field at Alameda Point."] Even the license agreement is as involved 25-page agreement as complex and restrictive as any lease.

The Nexus Study can't use one set of rules that compels it to exclude recreation facilities from the existing inventory, and then ignore those rules and express add a recreational facility to the inventory when that facility has the same issues of limited public access. That's not reasonable and it lacks substantial evidence.

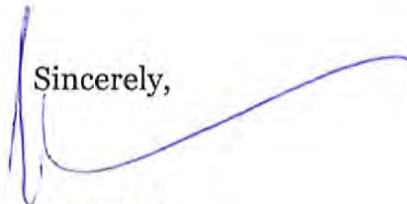
Next, the City fails to consider that parks being built with funds from Alameda Point DIF will provide benefits to residents throughout the City. Strangely, the City argues that it must consider the *costs* of certain new parks in Alameda Point in the *Citywide* Parks DIF, but it can't consider the future *benefits* of those and other future parks to residents throughout the City. Again, this is a question of need under the Mitigation Fee Act. The City argues that new

development outside Alameda Point must pay for new parks in Alameda Point to maintain the existing standard, but then fails to consider the relevant factor that new parks in Alameda Point being funded through other sources (other than the Citywide Parks DIF) will provide recreational benefits that will be enjoyed by all residents of the City, not just Alameda Point residents. This “heads I win, tails you lose” again hammers new development unlawfully.

The City asserts that Boatworks’ arguments regarding the use of DIF funds to remedy an existing deficiency in sports field and certain parks in certain areas of the City have been rejected by the courts. But that rejection only concerned the 2014 DIF. **At oral argument in the Court of Appeal case, the Court expressly stated that Boatworks might be able to prove this violation with respect to a new DIF. Boatworks is thus making these arguments as they apply to the 2019 Nexus Study and the 2019 DIF – which has not been decided by any court.**

Finally, neither the Ordinance nor the 2019 Nexus Study include limitation language that ensures that DIF funds won’t be expended to remedy existing deficiencies.

Sincerely,



Tom Roth

cc: Attachments  
DFA Analysis





## RESPONSE TO CITY OF ALAMEDA MEMORANDUM

To: Boatworks LLC, Tom Roth, Law Offices of Thomas D. Roth  
From: Greg Angelo, Development & Financial Advisory  
Date: 7/16/2019  
Re: Response to City of Alameda Memorandum re Park and Recreation Development Impact Fee, dated July 3, 2019

The City of Alameda ("City") prepared a memorandum titled "Comments received concerning Park and Recreation Development Impact Fee," dated July 3, 2019 ("City Memo"). The City Memo responds to letters submitted by Boatworks, LLC. The previous DFA memorandum was submitted to identify, discuss and analyze a number of errors in the City Park and Recreation Facilities Impact Fee Update and Nexus Study, dated June 17, 2019 ("2019 Park DIF").

This memorandum replies to the City Memo. It appears that Mr. Thomas and Ms. Wooldridge have misunderstood several key points presented in the DFA memorandum dated 7/1/2019. Also, it appears Mr. Thomas and Ms. Wooldridge do not have a solid understanding of nexus studies or the underlying methodologies, particularly with respect to the existing inventory method used by the City to prepare the *Park and Recreation Facilities Impact Fee Update and Nexus Study, dated June 17, 2019*.

### Including Land Remediation Costs

The City Memo properly admits that remediation costs should not be included in the calculation of the 2019 Parks DIF. Simply put, the Park DIF previously assumed that all 25.77 acres of future park improvements, funded by new development via the City Park and Recreation Fee, will require remediation and the remediation costs will be funded solely by the City. As Boatworks has shown with extensive evidence that it has submitted in the record, this assumption is false.

## Calculating the Value of Existing Parks

### Park Improvement Cost Per Acre

In addressing the 2019 Park DIF's basis of value for establishing the park improvement cost of \$933,600 per acre, the City Memo asserts Boatworks "ignores all of the other parks that have greater amenities". This is not correct. To reiterate, DFA simply states that the 2019 Park DIF must identify the inventory of all the City parks, detailing amenities, condition of improvements, etc., rather than "cherry-picking" more amenity rich parks in an effort to increase the per acre park improvement cost. The 2019 Park used a methodology to establish "existing inventory" standards to charge new development; however, **the 2019 Park DIF doesn't actually include a complete inventory.** The City Memo indicates that staff disagrees with the term "amenity rich" as described in the previous DFA memo. In this respect, we are focusing on two issues: (1) only 12% of the City parkland inventory is used in the 2019 Park DIF to establish a sample size for extrapolating "the standard enjoyed by current residents overall" and (2) these parks and trails are well amenitized with asphalt paths, sports fields, lighting, synthetic turf fields, restrooms, parking lots, etc. Related to what the public reader of the 2019 Nexus Study knows about these parks is what he or she doesn't know about the condition and density of improvements of the *other* 160 acres of parks. The 2019 Park DIF and City Memo argue that the other 160 acres of parks are on par with the four parks selected to calculate the cost per acre, but that assertion is completely unsupported in the record. The 2019 Parks DIF fails to provide any information or documentation to support the validity of the assertion. There is no substantial evidence, or any evidence that has been provided or made available to the public on that point. When using the "existing standard" methodology, all inventory should be documented in order to provide for a valid and comprehensive means to establish the "existing parkland standard." It is not reasonable or consistent with industry standards for the City to rely on a 12% sample size, especially when the City has cherry-picked the samples specifically to increase the per acre cost. This is the same type of data manipulation that the courts have already ruled re "accounting tricks."

### Calculating the Cost of Special Use Facilities

The City Memo rejects our recommendation that the City use a depreciated value approach to valuing special use facilities, including buildings, vehicles and equipment because the City believes that approach would underestimate the value of those facilities. Instead, the 2019 Park DIF and City Memo insist using full replacement costs. The City Memo asserts that depreciation is a tax accounting invention and is arbitrary. That really misses the point.

Under the existing inventory methodology, new development must provide funding for park and recreation facilities at an amenity or facility level of standard on par with existing facilities standards. In order to establish existing standards, the law requires some quantification of those standards. For example, if a building suffers from years of deferred maintenance (a reflection of its existing condition), its value is not equivalent to that of a new building. The Faithful+Gould, Inc. City of Alameda Executive Summary FCA Report, dated May 4, 2016, ("FCA Report") details the conditions of Citywide facilities, identifying 37% of facilities as "poor" (*FCA Report page 8*). Poor condition is defined as "subjected to



hard or long-term wear. Nearing the end of its useful or serviceable life" (*FCA Report page 4*). An example of this is the Mastick Senior Center, which the 2019 Park DIF "values" at \$15.4 million, based on full replacement at estimated current construction costs. This is just one example of the Park DIF overstating the value of facilities – thereby improperly charging new development under the existing standard methodology. On page 8 of the Park DIF, it states the values are the "City's existing investment in Special Use Facilities." This incorrect statement mis-represents the true City facilities' inventory value.

#### **Parks Require Permits & Special Access in Exchange for Maintenance & Improvement Obligations**

The City Memo acknowledges some parks require obtaining a permit for access. The City should provide additional information regarding the permit process and its impact on access and availability of these parks and facilities to the public. Limitations of use to the public at large isn't disclosed in the 2019 Park DIF. Furthermore, the fact that the Alameda Soccer Club has a license agreement for access and in exchange pays for improvements highlights another relevant factor not identified in the 2019 Park DIF. This begs the question, are there other non-City sources funding park improvements? Both factors are relevant in determining whether fees charged to new development are reasonable and permissible under the Mitigation Fee Act in light of public access and use limitations and other sources of funding for park improvements.

#### **Other Issues**

##### **Alameda Point Parks**

The City Memo argues the "development impact fees for new development at Alameda Point are to mitigate the impact resulting from new development there; the 2019 Parks DIF being proposed here is to mitigate the impact resulting from new development elsewhere in the City." The City Memo misses the critical issue at hand. The 2019 Park DIF calculates mitigation of parks for 11,012 new residents (Citywide population growth thru 2040, Park DIF page 5). This figure includes residents in Alameda Point. The Park DIF is calculated based on the need of 25.77 acres to mitigate growth of 11,012 residents; however, the City Memo states they are separately mitigating new development impacts in Alameda Point through a separate DIF. If the 11,012 new City residents are mitigated via the 2019 Park DIF and the City is obtaining funding separately via Alameda Point development, the result is an erroneous means of charging for parks in excess of the 25.77 acres identified in the Park DIF. The City can't legitimately fully mitigate its 11,012 new residents via one fee (2019 Park DIF), then collect separately for park mitigation via another funding program. That's double-dipping.

##### **Existing Deficiencies**

The City Memo states "the existing standard methodology ensures that the fee will not improperly fund existing deficiencies." This statement is false as it pertains to the 2019 Park DIF because the City misapplies the methodology. The City also claims that "the fee is calculated to be an amount no greater than is necessary to fund improvements needed to meet the City's actual existing level of service..." But if the 2019 Park DIF improperly establishes the City's actual level of service (as argued here), then the



need has not been established and the 2019 Park DIF is inconsistent with the Mitigation Fee Act. By overstating the City's actual level of service, new development is providing funds that enhance the existing level of service and in effect close the deficiency gap between the actual level of service and level of service purported in the Park DIF. This is a form of existing deficiency funding.

#### **Population and Occupancy Density**

Pertaining to the population and occupancy numbers that changed from 2014-2019, the Park DIF removed data that the City previously relied on. Page 14 of the 2014 DIF included a projection of the number of multi-family and single family dwelling units. In doing so, a material flaw was revealed illustrating an overcharging of fee revenue (as reported in a previous analysis from DFA). This data was removed from the Park DIF in the 2019 edition with no explanation for its removal or how this data changed. The City has violated the law by failing to explain its change in position.

#### **Active vs Passive Parks**

Page 12 of the 2019 Park DIF says that the City will no longer distinguish between "active" parks and "passive" parks. Ultimately reliance is placed on application of an average park improvement cost to all parks, regardless of its respective condition or level of amenities. One 2019 Park DIF flaw is a lack of analysis to properly evaluate the entire inventory of park facilities. The Park DIF claims it used a *less difficult* approach by establishing a level of service equal to the sampling of four (4) more recently developed parks and trails identified. Of course, the level of difficulty in the approach is not a relevant selection criteria, especially when it results in errors in the true existing cost or value. The error in this approach is further detailed in the ***Park Improvement Cost Per Acre*** section above.

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## Details

File #: 2017-4733

Type: Consent Calendar Item

Body: [City Council](#)

On agenda: 10/17/2017

Title: Recommendation to Approve a License Agreement with the Alameda Soccer Club for the Use and Management of the Hornet Soccer Field for a Total of Five Years. (Recreation and Parks 2801010)

Attachments: 1. [Exhibit 1 - License Agreement](#)

Text

Recommendation to Approve a License Agreement with the Alameda Soccer Club for the Use and Management of the Hornet Soccer Field for a Total of Five Years. (Recreation and Parks 2801010)

To: Honorable Mayor and Members of the City Council

From: Jill Keimach, City Manager

Re: Recommendation to Approve a License Agreement with the Alameda Soccer Club for the Use and Management of the Hornet Soccer Field for a Total of Five Years

**BACKGROUND**

The Alameda Recreation and Parks Department (ARPD) collaborates with the Alameda Soccer Club (ASC) on its fields to provide soccer opportunities to Alameda youth. The City currently has two leases with ASC for their use, operation and maintenance of the Lexington Fields and Hornet Field at Alameda Point. This has been a successful partnership that allows ASC to use these fields for hundreds of youth participants while also taking a financial burden off of the City for maintenance of those fields.

On November 15, 2016, the City Council authorized an amendment to the Hornet Field License Agreement to include the operation and maintenance of the adjacent tennis courts to create additional soccer field space. ASC intends to repurpose these old, unused courts into new soccer and futsal fields.

The current Hornet Field License Agreement expires in February 2019; however, ASC requested to start a new 5-year term license agreement in order to provide assurance to their project's grant funder that the field will be actively used for at least the next five years.

**DISCUSSION**

This five-year Hornet Field license agreement requires ASC to maintain the fields at their sole expense. This includes, but is not limited to, mowing and fertilizing the natural turf field, collecting and disposing of refuse, cleanup of the field, maintaining the existing quick coupler irrigation system, lining of the fields, as well as setting up and taking down all soccer games and practices. ASC will be responsible for paying all costs for services and utilities to the License Area, as shown on Exhibit A of the License Agreement, which generally includes the soccer field, adjacent tennis courts and the asphalt area in front of the courts. This area totals 133,304 square feet.

The allowed field uses include soccer practice, competitions, camps and fundraising activities from 8:00 a.m. until 10:00 p.m., seven days a week, with the use of portable lights. ARPD will retain the right to use the fields for various public recreational programs.

At the time that the Hornet License Agreement Amendment was approved by Council in November 2016, ASC planned to renovate all three tennis courts by installing donated synthetic turf at their own expense. However, ASC had difficulty securing the donated turf and the Recreation and Parks Commission set requirements that the turf could not have recycled tire crumb rubber, which is common and can be detrimental. Instead, ASC received a grant from the US Soccer Foundation (USSF) in collaboration with the San Jose Earthquakes to fully fund development of one of the courts with acrylic surfacing (similar to a tennis court or non-asphalt outdoor basketball court). This type of surfacing is durable and will last longer than the donated synthetic turf and is well suited for soccer practices with quick movement drills or futsal, a variation of soccer that is played on a hard court surface.

USSF will directly perform the work, valued at \$40,000, which includes the surfacing, painting lines/logos, goal installation, interior fencing and fence windscreens. USSF requires that ASC fund the asphalt repair and preparation for the court prior to their contractor's work. ASC has already done significant work to clear the courts of all debris and weeds as well as address trees that were overhanging the fence and creating a potential hazard. ASC will need to do additional asphalt preparation and repair funded from their own project budget, estimated to cost \$24,000. ASC will also work to identify other potential donors to complete renovation of the other two courts.

In addition, USSF will fund the "Soccer for Success" program with the Alameda Boys and Girls Club as part of this project. ASC is required to provide the Alameda Boys and Girls Club with the necessary space on the court at least three times per week for two hours each day for two 12 week sessions each year for "Soccer for Success." ASC is directly collaborating with the Boys and Girls Club as well as offering the courts to ARPD for program use.

Since the existing license agreement expires in just over a year, as part of the grant from USSF, USSF required ASC to have at least a five year license agreement with the City in order to ensure its financial investment will be open and available for youth for an extended period of time.

This facility is located within Enterprise Park, which is under State Land Commission (Tidelands) and as a result, is limited by specific regulations of allowable uses. An athletic field or playground is considered a non-compliant use and is therefore a temporary use. The City may only enter into a maximum of a five year license agreement for these use types.

FINANCIAL IMPACT

There is no anticipated financial impact, with all field maintenance expenses paid by the Alameda Soccer Club.

MUNICIPAL CODE/POLICY DOCUMENT CROSS REFERENCE

This action does not affect the Alameda Municipal Code.

ENVIRONMENTAL REVIEW

This action is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15301 of CEQA Guidelines (Operation of Existing Facilities).

RECOMMENDATION

Approve a license agreement with the Alameda Soccer Club for the use and management of the Hornet Soccer Field for a total of 5 years.

Respectfully submitted,  
Amy Wooldridge, Recreation and Parks Director

Financial Impact section reviewed,  
Elena Adair, Finance Director

Exhibit:

1. License Agreement with the Alameda Soccer Club



**LICENSE AGREEMENT**

BY AND BETWEEN

**CITY OF ALAMEDA,**  
a charter city and municipal corporation

AS LICENSOR

and

**ALAMEDA SOCCER CLUB,**  
a California non-profit corporation

AS LICENSEE

DATED October \_\_\_\_, 2017

## TABLE OF CONTENTS

	<u>Page</u>
1. GRANT OF LICENSE .....	1
2. LICENSE AREA.....	1
2.01 License Area .....	1
2.02 Possession .....	1
2.03 Licensors' Reserved Rights .....	1
3. TERM. ....	1
4. FEES.....	2
4.01 Base Fees .....	2
4.02 Additional Fees .....	2
5. USE; COMPLIANCE WITH LAWS.....	2
5.01 Use .....	2
5.02 Compliance with Laws .....	2
5.03 Compliance with Restrictions .....	3
5.04 Intentionally Omitted.....	3
5.05 Parking .....	3
5.06 Scheduling.....	4
6. SECURITY DEPOSIT. ....	4
7. UTILITIES.....	4
7.01 Payments for Utilities and Services .....	4
7.02 No Liability of Licensor.....	4
8. PERSONAL PROPERTY AND POSSESSORY INTEREST TAXES. ....	5
8.01 Licensee's Tax Obligation .....	5
8.02 Possessory Interest Taxes .....	5
8.03 Payment.....	5
9. ALTERATIONS.....	5
9.01 Licensor Consent Required.....	5
9.02 Alterations.....	5
9.03 Excavations .....	6
9.04 Liens.....	6
10. MAINTENANCE AND REPAIR OF LICENSE AREA. ....	7

**TABLE OF CONTENTS**  
**(continued)**

	<b><u>Page</u></b>
10.01 Maintenance and Repair by Licensee .....	7
<b>11. ENVIRONMENTAL PROTECTION PROVISIONS.....</b>	<b>7</b>
11.01 Hazardous Materials .....	7
11.02 Reportable Uses Required Consent .....	8
11.03 Remediation Obligations .....	8
11.04 Environmental Permits.....	9
11.05 Licensor’s Inspection Right .....	9
11.06 Hazardous Materials Handling Plan .....	9
11.07 Hazardous Materials Indemnity .....	10
<b>12. ASSIGNMENT AND SUBLETTING. ....</b>	<b>10</b>
<b>13. INDEMNITY AND WAIVER OF CLAIMS. ....</b>	<b>11</b>
13.01 Licensee Indemnification.....	11
13.02 Waiver of Claims .....	11
13.03 Survival/No Impairment .....	11
<b>14. INSURANCE. ....</b>	<b>12</b>
14.01 Licensee’s Insurance.....	12
14.02 Requirements For All Policies .....	13
14.03 Certificates of Insurance .....	13
<b>15. DAMAGE OR DESTRUCTION. ....</b>	<b>13</b>
15.01 Definitions.....	13
15.02 Partial Damage - Insured Loss.....	14
15.03 Partial Damage - Uninsured Loss .....	15
15.04 Total Destruction .....	15
15.05 Damage Near End of Term .....	15
<b>16. CONDEMNATION.....</b>	<b>15</b>
<b>17. DEFAULT.....</b>	<b>16</b>
17.01 Events of Default .....	16
17.02 Remedies.....	17
17.03 Licensor’s Right to Perform Licensee’s Obligations.....	17
17.04 Severability .....	17



**TABLE OF CONTENTS**  
**(continued)**

	<b><u>Page</u></b>
18. [INTENTIONALLY OMITTED] .....	17
19. SURRENDER OF LICENSE AREA.....	17
20. HOLDING OVER. ....	18
21. MORTGAGES.....	18
22. TENANT’S ESTOPPEL CERTIFICATE. ....	18
23. [INTENTIONALLY OMITTED] .....	18
24. NOTICE. ....	18
25. LABOR PROVISIONS.....	19
25.01 Equal Opportunity.....	19
25.02 Convict Labor .....	19
26. MISCELLANEOUS.....	19
26.01 Governing Law .....	19
26.02 Severability .....	19
26.03 Attorneys’ Fees .....	19
26.04 Force Majeure .....	20
26.05 Sale .....	20
26.06 Signs .....	20
26.07 Brokers.....	20
26.08 Access by Licensor .....	20
26.09 Waiver of Right to Jury Trial.....	21
26.10 Recordation .....	21
26.11 Paragraph Titles .....	21
26.12 Authority .....	21
26.13 Quiet Enjoyment .....	21
26.14 Asbestos Notification for Commercial Property Constructed Before 1979 .....	22
26.15 Lead Warning Statement.....	22
26.16 OFAC Certification.....	22
26.17 Certified Access Specialist Disclosure .....	22
26.18 Time of the Essence .....	22
26.19 Entire Agreement.....	22

**TABLE OF CONTENTS**  
**(continued)**

	<b><u>Page</u></b>
26.20 Rules and Regulations.....	23
26.21 Relocation Benefits.....	23
26.22 Counterparts.....	23

## INDEX OF EXHIBITS

### *Exhibit*

A	LICENSE AREA
A-1	PARKING AREA
B	COMMENCEMENT LETTER
C	ACKNOWLEDGMENT OF RECEIPT
D	ENVIRONMENTAL QUESTIONNAIRE

## LICENSE AGREEMENT

### BASIC LICENSE INFORMATION

<i>License Date:</i>	October __, 2017
<i>Licensors:</i>	City of Alameda, a charter city and municipal corporation
<i>Licensors' Address:</i>	City of Alameda Alameda City Hall 2263 Santa Clara Ave Alameda, CA 94501 Tel: (510) 748-4509 Attn: City Manager
<i>Licensee:</i>	Alameda Soccer Club a California non-profit corporation
<i>Licensee's Address:</i>	2233 Santa Clara Avenue Alameda, CA 94501
<i>License Area:</i>	Those certain premises known as a portion of Lot #22 and an adjacent portion of Certain Term 1 property, located at 250 W. Hornet Ave., Alameda, CA consisting of approximately One Hundred Thirty-Three Thousand Three Hundred and Four (133,304) rentable square feet, as depicted on <b>Exhibit A</b> .
<i>Length of Term:</i>	Sixty (60) months
<i>Estimated Commencement Date:</i>	December 1, 2017
<i>Estimated Expiration Date:</i>	November 30, 2022
<i>Fees:</i>	Consideration for this License shall be in the form of Licensee's maintenance of the field in a safe and playable condition at the Licensee's sole cost through the Term of this License, including, but not limited to, grass cutting, refuse collection and disposal, lining of the fields, set-up and take down for Licensee sponsored soccer games.
<i>Taxes and Utilities:</i>	Licensee shall pay all costs for services and utilities to the License Area, as defined in the License. Licensee shall pay all taxes



(including possessory interest taxes) levied on or against the License Area or its personal property.

*Security Deposit:*

Security Deposit has been waived.

*Permitted Use:*

Maintenance and use as a full-size soccer field for use by organized youth or adult soccer. Soccer field may be used from 8:00 a.m. until 10:00 pm, seven days a week, as needed for soccer practice, soccer competition, and soccer camps.

*Parking:*

Licensee shall have the right, on a non-exclusive basis, to have its employees and visitors park in the paved areas identified in **Exhibit A-1** attached hereto, as further set forth in Section 5.05 herein below.

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** is made and entered into by and between CITY OF ALAMEDA, a charter city and municipal corporation (“**City**” or “**Licensor**”) and ALAMEDA SOCCER CLUB, a California non-profit corporation (“**Licensee**”). The Basic License Information, the Exhibits and this License Agreement are and shall be construed as a single instrument and are referred to herein as the “**License**”.

### 1. GRANT OF LICENSE

#### 1.1 Grant of License.

In consideration of the stated conditions and agreements, Licensor hereby grants permission to Licensee to carry out the Permitted Use within the License Area described in the Basic License Information and Exhibit A attached hereto.

#### 1.2 Termination of 2014 License.

Licensee currently occupies the License Area under a License Agreement dated \_\_\_\_\_, 2014 (the “2014 License”). It is the intent of the parties that the 2014 License shall be and is terminated as of the Commencement Date hereof, except for those indemnification obligations which survive the termination of the 2014 License for claims occurring prior to the Commencement Date of the Agreement. At all times after the Commencement Date, Licensee’s continued use and occupancy of the License Area shall be pursuant to the terms of this Agreement.

### 2. LICENSE AREA

2.01 License Area. The License Area is as specified in the Basic License Information. Said License Area is located on property commonly referred to as the former Naval Air Station Alameda (“**Property**”). The License Area has the address and contains the square footage specified in the Basic License Information; provided, however, that any statement of square footage set forth in this License is an approximation which Licensor and Licensee agree is reasonable and no economic terms based thereon shall be subject to revision whether or not the actual square footage is more or less.

2.02 Possession. Licensee acknowledges that it has been in possession and use of the License Area pursuant to the 2014 License. Licensee acknowledges that the License Area is in good order and satisfactory condition and that neither Licensor nor any agent of Licensor has made any representation or warranty with respect to the suitability of the License Area for the Permitted Use.

2.03 Licensors’ Reserved Rights. Licensor hereby reserves the right, and at any time and from time to time, to enter the License Area without notice at any time for purposes of inspecting the License Area to determine whether the License Area is in good condition and whether Licensee is complying with its obligations under the License; to perform any necessary



maintenance, repairs or restoration to the License Area; and to show the License Area to prospective licensees, tenants or other interested parties. In connection with any of the foregoing activities, Licensor shall use reasonable efforts to minimize any interference with Licensee's use of the License Area. Licensor shall not be liable in any manner and Licensee hereby waives any claims for damages, for any inconvenience, disturbance, loss of business, nuisance, or other damages arising out of Licensor's entry into the License Area.

### 3. TERM.

The term of this License ("**Term**") shall be for the period specified in the Basic License Information, commencing on the later of (a) the Estimated Commencement Date or (b) one (1) day after this License has been approved by the City Council, the date of which approval shall be deemed to be the effective date of an ordinance approving this License as required by the City Charter ("**Commencement Date**"). This License shall terminate at midnight on the last day of the sixtieth (60th) full calendar month following the Commencement Date ("**Expiration Date**"), unless sooner terminated or extended as hereinafter provided. Promptly following the Commencement Date, Licensor and Licensee shall enter into a letter agreement substantially in the form attached hereto as **Exhibit B**, specifying and confirming the Commencement Date and the Expiration Date; if Licensee fails to execute and deliver such letter agreement to Licensor within ten (10) business days after Licensor's delivery of the same to Licensee, said letter agreement will be deemed final and binding upon Licensee.

### 4. FEES.

4.01 Base Fees. Base Fees have been waived. Consideration for this License shall be in the form of Licensee's maintenance of the field in a safe and playable condition at the Licensee's sole cost through the Term of this License, including, but not limited to, grass cutting, refuse collection and disposal, lining of the fields, set-up and take down for Licensee sponsored soccer games.

4.02 Additional Fees. As use in this License, the term "**Additional Fees**" shall mean all sums of money that are due and payable by Licensee under the terms of this License including, but not limited to, Licensee's share of Utilities, if any, in accordance with Article 7 of this License. The term "Fees," as used herein, shall mean all Base Fees (if any), Additional Fees and all other amounts payable hereunder from Licensee to Licensor. Unless otherwise specified herein, all Fees shall be due and payable by Licensee on or before the date that is thirty (30) days after billing by Licensor.

### 5. USE; COMPLIANCE WITH LAWS.

5.01 Use. The License Area shall be used and occupied only for the Permitted Use specified in the Basic License Information and for no other purpose. If the Basic License Information limits the time and location of activities permitted hereunder, then Licensee shall not conduct the activity at times and locations other than at the times and locations hereinabove specified unless express prior written authorization is granted by Licensor.

5.02 Compliance with Laws. Licensee shall comply with all laws, ordinances, rules, regulations and codes, of all municipal, county, state and federal authorities, including the



Americans With Disabilities Act, as amended, (42 U.S.C. Section 1201 et seq. [the “**ADA**”]) (collectively, “**Laws**”) pertaining to Licensee’s use and occupancy of the License Area and the conduct of its business. Licensee shall be responsible for making all improvements and alterations necessary to bring the License Area in to compliance with applicable ADA requirements and to ensure that the License Area remains in compliance throughout the Term of this License. Licensee shall not commit, or suffer to be committed, any waste upon the License Area or any public or private nuisance, nor shall Licensee store any materials on the License Area which are visible from areas adjacent to the License Area, unless otherwise specifically set forth in this License. Licensee shall not permit any objectionable odor to escape or be emitted from the License Area and shall ensure that the License Area remains free from infestation from rodents or insects.

5.03 Compliance with Restrictions. The License Area is located on property known as the former Naval Air Station Alameda, which was conveyed to the City by the United States of America, acting by and through the Department of the Navy by a quitclaim deed dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199810 of Official Records in the Office of the County Recorder, Alameda County, California (“**Quitclaim Deed**”). Said Quitclaim Deed conveyed the License Area subject to certain covenants, conditions, restrictions, easements, and encumbrances as set forth therein. The License Area is further encumbered by those certain restrictions set forth in the Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013 and recorded June 6, 2013 as Series No.: 2013-199782 in the Office of the County Recorder of Alameda County (“**Declaration of Restrictions**”). Copies of the Quitclaim Deed and Declaration of Restrictions have been delivered to Licensee and, concurrently with the execution of this License, Licensee shall sign and return to Licensors the Acknowledgment of Receipt, attached hereto as **Exhibit D**. Use of the License Area is further restricted by the National Environmental Protection Act Record of Decision (“**ROD**”) for the disposal and reuse of the former Naval Air Station Alameda, and all conditions contained therein. A copy of the ROD is available for review at Licensors’ office during normal business hours. The covenants, conditions, restrictions, easements, rights-of-way, reservations, rights, agreements, and encumbrances set forth in the Quitclaim Deed, Declaration of Restrictions and the ROD, as they effect the License Area, are collectively referred to herein as the “**Restrictions**.” Any use of the License Area shall comply with the Restrictions and a failure to so comply shall constitute a Default under this License.

5.04 Intentionally Omitted.

5.05 Parking. Licensee and its employees, agents, suppliers, customers, patrons and invitees shall also have, in common with Licensors and such other persons to whom Licensors may grant the non-exclusive right to use the parking areas identified on Exhibit A-21 (“**Parking Areas**”) for parking purposes, for up to a maximum of sixty (60) unreserved parking spaces. Licensors shall not be required to enforce Licensee’s right to use such parking spaces. Licensors reserves the right, from time to time, to stripe, re-stripe or otherwise designate those areas of the Parking Areas which may be used for parking purposes. Under no circumstances may the Parking Areas be utilized for the storage, repair or maintenance of any vehicles. Should Licensee or its agents, employees or invitees use the Parking Areas or any portion thereof, in violation of this Section 5.05, Licensors shall have the right, without notice, in addition to such other rights and remedies that it may have, to tow away any vehicle involved and charge the cost



of towing and storage to Licensee, which costs shall be immediately payable upon demand by Licensor as Additional Fees. Except in the case of Licensor's gross negligence or willful misconduct, neither Licensor nor any Licensor Related Party (as defined below) shall be liable for (a) loss or damage to any vehicle or other personal property parked or located upon or within the Parking Area, whether pursuant to this License or otherwise and whether caused by fire, theft, explosions, strikes, riots or other cause whatsoever or (b) injury to or death of any person in, about or around any parking spaces or any portion of the Parking Areas or any vehicle parked thereon whether caused by fire, theft, assault, explosion, riot or any other cause whatsoever and Licensee hereby waives any claims for, or in respect to, the above. Licensee shall not assign any of its rights under this Section 5.05.

5.06 Scheduling. Subject to the need for proper field rotation and scheduling with Licensee, the City of Alameda shall have the right to use the License Area for public recreational programs for youth and adults, during any time of the year for which Licensee has not otherwise scheduled its soccer practices and games. Licensee shall meet annually to coordinate public use of the License Area by the City of Alameda Recreation and Park Department. Licensee shall not unreasonably withhold its consent to use the License Area for public recreational programs for youth and adults.

**6. SECURITY DEPOSIT.**

The security deposit has been waived.

**7. UTILITIES.**

7.01 Payments for Utilities and Services. Licensee shall contract directly with the providers of, and shall pay all charges for, water, sewer, gas, electricity, heat, cooling, telephone, refuse collection, janitorial, pest control, security and monitoring services furnished to the License Area, together with all related installation or connection charges or deposits ("Utilities"). If any Utilities are provided by Alameda Municipal Power ("AMP") it is understood and agreed that such entity is separate and distinct from Licensor and Licensee must contract directly with AMP for any such Utilities. If any such Utilities are not separately metered or billed to Licensee for the License Area but rather are billed to and paid by Licensor, Licensee shall pay to Licensor, as Additional Fees, its pro rata share of the cost of such services, as reasonably determined by Licensor. Licensee acknowledges that the water is metered. Licensor shall take meter readings each month and shall prepare and invoice for water used by Licensee for the use, occupancy and maintenance of the License Area during the previous month. Licensor shall not be liable for any reason for any loss or damage resulting from an interruption of any of these services. Licensor may designate the provider of Utilities and in such event Licensee shall use such designated provider; provided that Licensee shall have no claim against Licensor, of any type, for any failure of such provider to provide such service, and Licensee's remedy, if any, shall be limited to such provider.

7.02 No Liability of Licensor. Except in the case of Licensor's gross negligence or willful misconduct, in no event shall Licensor be liable or responsible for any loss, damage, expense or liability, including, without limitation, loss of business or any consequential damages, arising from any failure or inadequacy of any service or utility provided to the Licensee.



Area, whether resulting from any change, failure, interference, disruption or defect in supply or character of the service or utility provided to the License Area, or arising from the partial or total unavailability of the service or utility to the License Area, from any cause whatsoever, or otherwise, nor shall any such failure, inadequacy, change, interference, disruption, defect or unavailability constitute an actual or constructive eviction of Licensee, or entitled Licensee to any abatement or diminution of Fees or otherwise relive Licensee from its obligations under this License.

## **8. PERSONAL PROPERTY AND POSSESSORY INTEREST TAXES.**

8.01 Licensee's Tax Obligation. Licensee shall pay all Taxes (as hereinafter defined) levied or imposed against the License Area or Licensee's personal property or trade fixtures placed by Licensee in or about the License Area during the Term. Taxes shall mean all taxes, assessments and governmental charges, whether federal, state, county or municipal, and whether general or special, ordinary or extraordinary, foreseen or unforeseen, imposed upon, the License Area, any possessory interest therein, or their operation, whether or not directly paid by Licensor.

8.02 Possessory Interest Taxes. The interest created by this License may at some time be subject to property taxation under the laws of the State of California. If property taxes are imposed, the party in whom the possessory interest is vested may be subject to the payment of the taxes levied on such interest. This notice is included in this License pursuant to the requirements of section 107.6 (a) of the Revenue and Taxation Code of the State of California.

8.03 Payment. Licensee shall pay the Taxes directly imposed upon it for its personal property or trade fixtures or possessory interests in accordance with the instructions of the taxing entity. Licensee shall pay the Taxes originally imposed upon Licensor, upon Licensor's election, either (a) annually within thirty (30) days after the date Licensor provides Licensee with a statement setting forth in reasonable detail such Taxes, or (b) monthly in advance based on estimates provided by Licensor based upon the previous year's tax bill. All Taxes originally imposed upon Licensor and payable by Licensee with respect to the License Area shall be prorated on a per diem basis for any partial tax year included in the Term. Licensee's obligation to pay Taxes during the last year of the Term shall survive the termination of this License.

## **9. ALTERATIONS.**

9.01 Licensor Consent Required. Licensee shall not make any alterations, improvements, or additions (each an "Alteration") in or about the License Area or any part thereof without the prior written consent of Licensor, which consent may be granted, withheld or conditioned upon Licensor's sole and absolute discretion.

9.02 Alterations. Any Alterations to the License Area shall be at Licensee's sole cost and expense, and made in compliance with all applicable Laws and all reasonable requirements requested by Licensor. Prior to starting work, Licensee shall furnish Licensor with



plans and specifications (which shall be in CAD format if requested by Licensor); names of contractors reasonably acceptable to Licensor; required permits and approvals; evidence of contractors and subcontractors insurance in amounts reasonably required by Licensor and naming Licensor, the managing agent for the License Area and such other persons or entities as Licensor may reasonably request, as additional insureds; and any security for payment in performance and amounts reasonably required by Licensor. In addition, if any such Alteration requires the removal of asbestos, an appropriate asbestos disposal plan, identifying the proposed disposal site of all such asbestos, must be included with the plans and specifications provided to Licensor. Licensee shall reimburse Licensor for any sums paid by Licensor for third party examination of Licensee's plans for Alterations. Licensor's approval of an Alteration shall not be deemed a representation by Licensor that the Alteration complies with Law. Upon completion, Licensee shall furnish Licensor with at least three (3) sets of "as built" plans (as well as a set in CAD format, if requested by Licensor) for the Alterations, completion affidavit and full and final unconditional waivers of liens and will cause a Notice of Completion to be recorded in the Office of the Recorder of the County of Alameda. Any Alteration shall at once become the property of Licensor; provided, however, that Licensor, at its option, may require Licensee to remove any Alterations prior to the expiration or sooner termination of this License. If Licensee serves a request in writing together with Licensee's request for Licensor's consent to any such Alterations ("**Removal Request**"), Licensor will notify Licensee at the time of Licensor's consent to any such Alterations as to whether Licensor requires their removal. All costs of any Alterations (including, without limitation, the removal thereof, if required) shall be borne by Licensee. If Licensee fails to promptly complete the removal of any Alterations and/or to repair any damage caused by the removal, Licensor may do so and may charge the reasonable costs thereof to Licensee. All Alterations shall be made in a first-class, workmanlike manner, in accordance with Licensor's then-current guideline for construction, and Licensee shall maintain appropriate liability and builders' risk insurance throughout the construction. Licensee shall indemnify, defend, protect and hold Licensor harmless from and against any and all claims for injury to or death of persons or damage or destruction of property arising out of or relating to the performance of any Alterations by or on behalf of Licensee. Under no circumstances shall Licensor be required to pay, during the Term (as the same may be extended or renewed) any ad valorem or Property Tax on such Alterations, Licensee hereby covenanting to pay all such taxes when they become due.

9.03 Excavations. In the event Licensee intends to perform any Alterations requiring excavations below the surface of the License Area or construction of a permanent structure on the License Area, Licensee must determine the actual location of all utilities using standard methods (i.e., potholing, metal fish line, etc.) and submit this information with an application to excavate or application to build a permanent structure to Licensor for approval (which shall also include the approval of other applicable governmental authorities). The application shall include a site plan showing the location of utilities and that construction will not take place above the utility line or within the utility easement, specifically showing that no permanent structure will be constructed in these areas. Licensee shall be responsible for complying with the provisions of the City of Alameda's Marsh Crust Ordinance, and if required, shall obtain a Marsh Crust Permit.

9.04 Liens. Licensee shall pay when due all claims for labor or materials furnished to Licensee for use in the License Area. Licensee shall not permit any mechanic liens



or any other liens against the License Area for any labor or materials furnished to Licensee in connection with work performed on or about the License Area by or at the direction of Licensee. Licensee shall indemnify, hold harmless and defend Licensors (by counsel reasonably satisfactory to Licensors) from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Licensee. In the event that Licensee shall not, within fifteen (15) business days following the imposition of any such lien, cause such lien to be released of record by payment or posting of a proper bond, Licensors shall have, in addition to all other remedies provided herein or by law, the right, but not the obligation, to cause the same to be released by such means as it may deem proper, including payment of the claim giving rise to such lien. All such sums paid by Licensors and expenses reasonably incurred in connection therewith, including attorneys' fees and costs, shall be payable to Licensors by Licensee on demand.

## **10. MAINTENANCE AND REPAIR OF LICENSE AREA.**

### **10.01 Maintenance and Repair by Licensee.**

(a) Licensee Maintenance. Licensee shall, at its sole costs and expense, maintain the License Area in good repair and in a neat and clean condition, including making all necessary repairs and replacements. Licensee's repair and maintenance obligations include, without limitation, repairs to: (i) field turf; (ii) bleachers; (iii) irrigation; (iv) fencing; and (v) Alterations, described in Article 9;

(b) Licensee Repair. Licensee shall further, at its own cost and expense, repair or restore any damage or injury to all or any part of the License Area caused by Licensee or Licensee's agents, employees, invitees, licensees, visitors or contractors, including but not limited to repairs or replacements necessitated by (i) the construction or installation of improvements to the License Area by or on behalf of Licensee and (ii) the moving of any property into or out of the License Area. If Licensee fails to make such repairs or replacement within fifteen (15) days after notice from Licensors, then Licensors may, at its option, upon prior reasonable notice to Licensee (except in an emergency) make the required repairs and replacements and the costs of such repairs or replacement shall be charged to Licensee as Additional Fees and shall become due and payable by Licensee within thirty (30) days.

## **11. ENVIRONMENTAL PROTECTION PROVISIONS.**

11.01 Hazardous Materials. "**Hazardous Materials**" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive, flammable, explosive, radioactive or corrosive, including, without limitation, petroleum, solvents, lead, acids, pesticides, paints, printing ink, PCBs, asbestos, materials commonly known to cause cancer or reproductive problems and those materials, substances and/or wastes, including wastes which are or later become regulated by any local governmental authority, the state in which the License Area are located or the United States Government, including, but not limited to, substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery



Act; all environmental laws of the state where the Station is located, and any other environmental law, regulation or ordinance now existing or hereinafter enacted. **"Hazardous Materials Laws"** shall mean all present and future federal, state and local laws, ordinances and regulations, prudent industry practices, requirements of governmental entities and manufacturer's instructions relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or transportation of any Hazardous Materials, including without limitation the laws, regulations and ordinances referred to in the preceding sentence.

11.02 Reportable Uses Required Consent. Except as permitted in this Article 11, Licensee hereby agrees that Licensee and Licensee's officers, employees, representatives, agents, contractors, subcontractors, successors, assigns, subtenants, concessionaires, invitees and any other occupants of the License Area (for purposes of this Article 11, referred to collectively herein as **"Licensee Representatives"**) shall not cause or permit any Hazardous Materials to be used, generated, manufactured, refined, produced, processed, stored or disposed of, on, under or about the License Area or transport to or from the License Area without the express prior written consent of Licensor, which consent may be limited in scope and predicated on strict compliance by Licensee of all applicable Hazardous Materials Laws and such other reasonable rules, regulations and safeguards as may be required by Licensor (or any insurance carrier, environmental consultant or lender of Licensor, or environmental consultant retained by any lender of Licensor) in connection with using, generating, manufacturing, refining, producing, processing, storing or disposing of Hazardous Materials on, under or about the License Area. In connection therewith, Licensee shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by Licensee or any of Licensee's Representatives of Hazardous Materials on the License Area, including without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the License Area. The foregoing notwithstanding, Licensee may use ordinary and customary materials reasonably required to be used in the course of the Permitted Use, including fertilizers, pesticides and fungicides, so long as such use is in compliance with all Hazardous Materials Laws and does not expose the License Area or neighboring property to any meaningful risk of contamination or damage or expose Licensor to any liability therefor.

11.03 Remediation Obligations. If at any time during the Term, any contamination of the License Area by Hazardous Materials shall occur where such contamination is caused by the act or omission of Licensee or Licensee's Representatives (**"Licensee's Contamination"**), then Licensee, at Licensee's sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the License Area or the groundwater underlying the License Area to the extent required to comply with applicable Hazardous Materials Laws. Licensee shall not take any required remedial action in response to any Licensee's Contamination in or about the License Area or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any Licensee's Contamination without first obtaining the prior written consent of Licensor, which may be subject to conditions imposed by Licensor as determined in Licensor's sole discretion. Such prior written consent shall not be required to the extent the delay caused by the requirement to obtain consent may increase the damage to the License Area or the risk of harm to human health, safety or security caused by the Licensee's Contamination. Licensor and Licensee shall jointly prepare a remediation plan in compliance with all Hazardous Materials Laws and the provisions



of this License. In addition to all other rights and remedies of Licensor hereunder, if Licensee does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any Licensee's Contamination, and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with Licensee's Contamination within thirty (30) days after all necessary approvals and consents have been obtained, and thereafter continue to prosecute such remediation to completion in accordance with the approved remediation plan, then Licensor, at its sole discretion, shall have the right, but not the obligation, to cause such remediation to be accomplished, and Licensee shall reimburse Licensor within fifteen (15) business days of Licensor's demand for reimbursement of all amounts reasonably paid by Licensor (together with interest on such amounts at the highest lawful rate until paid), when such demand is accompanied by proof of payment by Licensor of the amounts demanded. Licensee shall promptly deliver to Licensor, copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the License Area as part of Licensee's remediation of any Licensee's Contamination. The foregoing notwithstanding, "Licensee's Contamination" shall not refer to or include any Hazardous Materials that were not clearly introduced to the License Area by Licensee or Licensee's Representatives. As an example, if lead dust or asbestos are found on the License Area, unless there is clear evidence that Licensee introduced those Hazardous Materials to the License Area, those Hazardous Materials shall not be considered "Licensee's Contamination," and it shall not be Licensee's responsibility to take remedial action relating to such Hazardous Materials.

11.04 Environmental Permits. Licensee, its contractors, assigns or subtenants shall be solely responsible for obtaining, at their cost and sole expense, any environmental permits required for Licensee's operations under the License, independent of any existing permits held by Licensor. Licensee shall not conduct operations or activities under any environmental permit that names Licensor as a secondary discharger or co-permittee. Licensee shall provide prior written notice to Licensor of all environmental permits and permit applications required for any of Licensee's operations or activities. Licensee acknowledges that Licensor will not consent to being named a secondary discharger or co-permittee for any operations or activities of Licensee, its contractors, assigns or subtenants. Licensee shall strictly comply with any and all environmental permits (including any hazardous waste permit required under the Resource Conservation and Recovery Act or its state equivalent) and must provide, at its own expense, any hazardous waste management facilities complying with all Hazardous Material Laws.

11.05 Licensor's Inspection Right. Licensor shall have the right to inspect the License Area for compliance with environmental, safety, and occupational health laws and regulations, regardless of whether Licensor is responsible for enforcing or complying with them. Licensee shall have no claim against Licensor, or any officer, agent, employee, contractor or subcontractor of Licensor by reason of entrance of such Licensor officer, agent, employee, contractor or subcontractor onto the License Area.

11.06 Hazardous Materials Handling Plan. Prior to the execution of this License, Licensee shall complete, execute and deliver to Licensor an Environmental Questionnaire Disclosure Statement (the "**Environmental Questionnaire**"), in the form of **Exhibit D** attached hereto. To the extent Licensee intends to store, use, treat or dispose of Hazardous Materials on the License Area, Licensee shall prepare and submit together with the Environmental Questionnaire a Hazardous Materials Handling Plan (the "**Hazardous Materials**



**Handling Plan**”). For a period of fifteen (15) days following Licensor's receipt of the Environmental Questionnaire and Hazardous Materials Handling Plan, if applicable, Licensor shall have the right to approve or disapprove such documents. The failure of Licensor to approve such documents shall be deemed Licensor's disapproval thereof. Licensor approval of the Environmental Questionnaire and the Hazardous Materials Handling Plan shall constitute approval for Licensee's use of the Hazardous Materials set forth therein in compliance with Hazardous Materials Laws and the Hazardous Materials Handling Plan. Following approval of the Hazardous Materials Handling Plan, Licensee shall comply therewith throughout the Term. To the extent Licensee is permitted to utilize Hazardous Materials upon the License Area, such use shall be limited to the items set forth in the Environmental Questionnaire, shall comply with Hazardous Materials Laws and the Hazardous Materials Handling Plan and Licensee shall promptly provide Licensor with complete and legible copies of all the following environmental items relating thereto: reports filed pursuant to any self-reporting requirements; permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans or documents relating to water discharges, air pollution, waste generation or disposal, and underground storage tanks for Hazardous Materials; orders, reports, notices, listing and correspondence of or concerning the release, investigation of, compliance, cleanup, remedial and corrective actions, and abatement of Hazardous Materials; and all complaints, pleadings and other legal documents filed by or against Licensee related to Licensee's use, handling, storage or disposal of hazardous materials. If, in conjunction with Licensee's Permitted Use of the License Area, Licensee desires to commence the use, treatment, storage or disposal of previously undisclosed Hazardous Materials, prior to such usage thereof, Licensee shall notify Licensor thereof, by written summary detailing the scope of such proposed usage and updating the Hazardous Materials Handling Plan to the extent required by such proposed usage. For a period of fifteen (15) days following Licensor's receipt of such notice, Licensor shall have the right to approve or disapprove of such documents. The failure of Licensor to approve of such documents within such time period shall be deemed Licensor's disapproval thereof.

11.07 Hazardous Materials Indemnity. In addition to any other provisions of this License, Licensee shall, and does hereby agree, to, indemnify and hold harmless Licensor from any costs, expenses, liabilities, fines or penalties resulting from discharges, emissions, spills, storage or disposal arising from Licensee's occupancy, use or operations, or any other action by Licensee or its contractors, employees, agents, assigns, invitees, or subtenants giving rise to liability, civil or criminal, or any other action by Licensee or its contractors, employees, agents, assigns, or subtenants giving rise to responsibility under any Hazardous Materials Laws. Licensee's obligations hereunder shall apply whenever Licensor incurs costs or liabilities for Licensee's activities or for the activities of Licensee's contractors, employees, agents, assigns, invitees, or subtenants as provided hereunder. This provision shall survive the expiration or termination of this License.

## **12. ASSIGNMENT AND SUBLETTING.**

12.1 Except as otherwise provided in this Article 12, this License is personal and non-assignable by Licensee. Licensee may assign this License or sub-license the License Area to one or more sports organizations with Licensor's prior written approval. Any such request for approval shall include the name, address and description of the proposed assignee or sub-



licensee, its most recent financial statement and other evidence of financial responsibility, its intended use of the License Area, the terms and conditions of the proposed assignment or sub-license, and such other information as Licensor may reasonably request. Any such assignment or sub-license shall be made pursuant to an assignment agreement or sub-license, as applicable, in a form reasonably acceptable to Licensor. Without affecting any of its other obligations under this License, Licensee shall pay Licensor as additional Fee, one-half of any sums or other economic considerations that are received by Licensee as a result of such assignment or sub-licensing. Except as otherwise expressly provided above with respect to Licensor-approved assignments or sub-licenses, any attempt to sublease the License Area or assign any of Licensee's interests under this License, without prior written consent from the Licensor, shall be null and void and shall constitute a Default within the meaning of Article 17.

### 13. INDEMNITY AND WAIVER OF CLAIMS.

13.01 Licensee Indemnification. Licensee shall indemnify, defend and hold Licensor and Licensor Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges, judgment and expenses (including reasonable attorneys' fees, costs and disbursements) (collectively referred to as "**Losses**"), arising from (a) the use of, or any activity done, permitted or suffered in or about the License Area; (b) any activity done, permitted or suffered by Licensee or Licensee's agents in or about the License Area; (c) any act, neglect, fault, or willful misconduct of Licensee or Licensee's agents; or (d) from any breach or default in the terms of this License by Licensee or Licensee's agents, except to the extent such claims arise out of or relate to the gross negligence or willful misconduct of Licensor. If any action or proceeding is brought against Licensor by reason of any such claim, upon notice from Licensor, Licensee shall defend the same at Licensee's expense by counsel reasonably satisfactory to Licensor. As a material part of the consideration to Licensor, Licensee hereby releases Licensor and its trustees, members, principles, beneficiaries, partners trustees, members, principles, beneficiaries, partners, elected officials, officers, directors, employees, property managers, Mortgagees and agents ("**Licensor Related Parties**") from responsibility for, waives its entire claim of recovery for and assumes all risks of (i) damage to property or injury to person in or about the License Area from any cause whatsoever except to the extent caused by the gross negligence or willful misconduct of Licensor or Licensor Parties, or (ii) loss resulting from business interruption or loss of income at the License Area.

13.02 Waiver of Claims. Except in the event of its own gross negligence or willful misconduct, Licensor shall not be liable to Licensee and Licensee hereby waives all claims against Licensor and Licensor Related Parties for any injury or damage to any person or property occurring or incurred in connection with or in any way relating to the License Area from any cause. Without limiting the foregoing, neither Licensor nor any Licensor Related Party shall be liable for and there shall be no abatement of Fees for (a) any damage to Licensee's property stored with or entrusted to any Licensor Related Party, (b) loss of or damage to any property by theft or any other wrongful or illegal act, or (c) any injury or damage to person or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the License Area or from the pipes, appliances, appurtenance or plumbing works thereof or from the roof, street or surface or from any other place or resulting from dampness or any other cause whatsoever or from the acts or omissions of other tenants, occupants or other visitors to the License Area or from any other cause whatsoever, (d) any

diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to the License Area or (e) any latent or other defects in the License Area. Licensee agrees that in no case shall Licensors or any Licensors Related Party be responsible or liable on any theory for any injury to Licensee's business, loss of profits, loss of income or any other form of consequential damage.

13.03 Survival/No Impairment. The obligations of Licensee under this Article 13 shall survive any termination of this License. The foregoing indemnity obligations shall not relieve any insurance carrier of its obligations under any policies required to be carried by either party pursuant to this License, to the extent that such policies cover the peril or currents that results in the claims that are subject to the foregoing indemnity.

#### **14. INSURANCE.**

##### **14.01 Licensee's Insurance.**

(a) Liability Insurance. Licensee shall maintain in full force throughout the Term, commercial general liability insurance providing coverage on an occurrence form basis with limits of not less than Two Million Dollars (\$2,000,000.00) each occurrence for bodily injury and property damage combined, or such larger amount as Licensors may prudently require from time to time, covering bodily injury and property damage liability and product liability if a product is sold from the License Area. Each policy of liability insurance required by this Section shall: (i) contain a cross liability endorsement or separation of insureds clause; (ii) provide that any waiver of subrogation rights or release prior to a loss does not void coverage; (iii) provide that it is primary to and not contributing with, any policy of insurance carried by Licensors covering the same loss; (iv) provide that any failure to comply with the reporting provisions shall not affect coverage provided to Licensors, its partners, property managers and Mortgagees; and (v) name Licensors, and such other parties in interest as Licensors may from time to time reasonably designate to Licensee in writing, as additional insureds. Such additional insureds shall be provided at least the same extent of coverage as is provided to Licensee under such policies.

(b) The additional insured endorsement shall be in a form at least as broad as endorsement form number CG 20 11 01 96 promulgated by the Insurance Services Office and shall read as follows: City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured by endorsement under all insurance coverages, except any professional liability insurance, required by this Agreement.

(c) Property Insurance. In the event Licensee makes any Alterations to the License Area or otherwise constructs or installs any improvements in which Licensors has an interest, Licensee shall obtain and keep in full force and effect a policy or policies in the name of Licensors, with loss payable to Licensors and to any Mortgagee insuring loss or damage to the License Area and any Alterations or other improvements constructed by Licensee therein. The amount of such insurance shall be equal to the full insurable replacement costs of the Alterations or other improvements, as the same shall exist from time to time, or the amount required by any Mortgagee, but in no event more than the commercially reasonable and available insurable value thereof. If the coverage is available and commercially appropriate, such policy or policies shall



insure against all risks of direct physical loss or damage, including coverage for debris removal and enforcement of any applicable Laws requiring the upgrading, demolition, reconstruction or replacement of any portion of the License Area as a result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause and inflation guard protection causing an increase in the annual property insurance amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for San Francisco-Oakland-San Jose.

(d) Worker's Compensation Insurance; Employer's Liability Insurance. Licensee shall, at Licensee's expense, maintain in full force and effect during the Term of this License, worker's compensation insurance with not less than the minimum limits required by law, and employer's liability insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00).

14.02 Requirements For All Policies. Each policy of insurance required under Section 14.01 shall: (a) be in a form, and written by an insurer, reasonably acceptable to Licensors, (b) be maintained at Licensee's sole cost and expense, and (c) require at least thirty (30) days' written notice to Licensors prior to any cancellation, nonrenewal or modification of insurance coverage. Insurance companies issuing such policies shall have rating classifications of "A-" or better and financial size category ratings of "VII" or better according to the latest edition of the Best Key Rating Guide. All insurance companies issuing such policies shall be admitted carriers licensed to do business in the state where the Property is located. Any deductible amount under such insurance shall not exceed \$5,000. Licensee shall provide to Licensors, upon request, evidence that the insurance required to be carried by Licensee pursuant to this Section, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefor have been paid. Licensee shall, at least thirty (30) days prior to expiration of each policy, furnish Licensors with certificates of renewal thereof and shall provide Licensors with at least thirty days prior written notice of any cancellation or modification. Licensors and Licensee agree, to the extent such waivers are commercially reasonable, to have their respective insurance companies waive any rights of subrogation that such company may have against Licensors or Licensee, as the case may be.

14.03 Certificates of Insurance. Upon execution of this License by Licensee, and not less than thirty (30) days prior to expiration of any policy thereafter, Licensee shall furnish to Licensors a certificate of insurance reflecting that the insurance required by this Article is in force, accompanied by an endorsement(s) showing the required additional insureds satisfactory to Licensors in substance and form.

## **15. DAMAGE OR DESTRUCTION.**

### **15.01 Definitions.**

(a) **"License Area Partial Damage"** shall mean damage or destruction to the improvements on the License Area, other than Licensee owned trade fixtures, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Licensors shall notify Licensee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing,



License Area Partial Damage shall not include damage to turf and fence, and/or other similar items which Licensee has the responsibility to repair or replace pursuant to the provisions of Section 10.01.

(b) **“License Area Total Destruction”** shall mean damage or destruction to the License Area, other than Licensee owned trade fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Licensor shall notify Licensee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) **“Insured Loss”** shall mean damage or destruction to improvements on the License Area, other than Licensee owned trade fixtures, which was caused by an event required to be covered by the insurance described in Section 14.01, irrespective of any deductible amounts or coverage limits involved. Licensee shall assign to Licensor any such insurance proceeds.

(d) **“Replacement Cost”** shall mean the cost to repair or rebuild the improvements owned by Licensor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Laws governing the License Area, and without deduction for depreciation.

(e) **“Hazardous Material Condition”** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Material as defined in Section 12.01, in, on, or under the License Area which requires repair, remediation, or restoration.

15.02 Partial Damage - Insured Loss. If a License Area Partial Damage that is an Insured Loss occurs, the Licensor shall, at Licensor’s expense, repair such damage (but not Licensee’s trade fixtures) as soon as reasonably possible and this License shall continue in full force and effect; provided, however, that Licensee shall, at Licensor’s election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Licensor shall make any applicable insurance proceeds available to Licensee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, Licensee shall promptly contribute the shortage in proceeds (except as to the deductible which is Licensee’s responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Licensor shall have no obligation to fully restore the unique aspects of the License Area unless Licensee provides Licensor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Licensor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this License shall remain in full force and effect. If such funds or assurance are not received, Licensor may nevertheless elect by written notice to Licensee within 10 days thereafter to: (a) make such restoration and repair as is commercially reasonable with Licensor paying any shortage in proceeds, in which case this License shall remain in full force and effect, or (b) have this License



terminate 30 days thereafter. Licensee shall not be entitled to reimbursement of any funds contributed by Licensee to repair any such damage or destruction. License Area Partial Damage due to flood or earthquake shall be subject to Section 15.03, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

15.03 Partial Damage - Uninsured Loss. If a License Area Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Licensee (in which event Licensee shall make the repairs at Licensee's expense), Licenser may either: (a) repair such damage as soon as reasonably possible at Licenser's expense, in which event this License shall continue in full force and effect, or (b) terminate this License by giving written notice to Licensee within 30 days after receipt by Licenser of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Licenser elects to terminate this License, Licensee shall have the right within 20 days after receipt of the termination notice to give written notice to Licenser of Licensee's commitment to pay for the repair of such damage without reimbursement from Licenser. Licensee shall provide Licenser with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this License shall continue in full force and effect, and Licenser shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Licenser does not make the required commitment, this License shall terminate as of the date specified in the termination notice.

15.04 Total Destruction. Notwithstanding any other provision hereof, if a License Area Total Destruction occurs, this License shall terminate 60 days following such destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Licensee, Licenser shall have the right to recover Licenser's damages from Licensee.

15.05 Damage Near End of Term. If at any time during the last 6 months of this License Term (or the last 6 months of any Renewal Term) there is damage for which the cost to repair exceeds Ten Thousand Dollars (\$10,000), whether or not an Insured Loss, Licenser may terminate this License effective 60 days following the date of occurrence of such damage by giving a written termination notice to Licensee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Licensee at that time has an exercisable option to extend this License, then Licensee may preserve this License by, (a) exercising such option and (b) providing Licenser with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 20 days after Licensee's receipt of Licenser's written notice purporting to terminate this License, or (ii) the day prior to the date upon which such option expires. If Licensee duly exercises such option during such period and provides Licenser with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Licenser shall, at Licenser's commercially reasonable expense, repair such damage as soon as reasonably possible and this License shall continue in full force and effect. If Licensee fails to exercise such option and provide such funds or assurance during such period, then this License shall terminate on the date specified in the termination notice and Licensee's option shall be extinguished.

## **16. CONDEMNATION.**



If the whole or if any material part of the License Area is taken or condemned for any public or quasi-public use under either state or federal law, by eminent domain or purchase in lieu thereof (a **"Taking"**), and (a) such Taking renders the License Area unsuitable, in Licensors' reasonable opinion, for the purposes for which they were constructed; or (b) the License Area cannot be repaired, restored or replaced at reasonable expense to an economically profitable unit, then Licensors may, at its option, terminate this License as of the date possession vests in the condemning party. If twenty-five percent (25%) or more of the License Area is taken and if the License Area remaining after such Taking and any repairs by Licensors would be untenable (in Licensee's reasonable opinion) for the conduct of Licensee's sports operations, Licensee shall have the right to terminate this License as of the date possession vests in the condemning party. The terminating party shall provide written notice of termination to the other party within 30 days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If only a part of the License Area is subject to a Taking and this License is not terminated, Licensors, with reasonable diligence, will restore the remaining portion of the License Area as nearly as practicable to the condition immediately prior to the Taking. Licensee hereby waives any and all rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure, or any similar or successor Laws. Licensors shall be entitled to any and all compensation, damages, income, rent, awards or any interest thereon which may be paid or made in connection with any such Taking.

## **17. DEFAULT.**

17.01 Events of Default. The occurrence of any of the following shall constitute a **"Default"** by Licensee:

(a) Licensee fails to make any payment of Fees when due, if payment in full is not received by Licensors within five (5) days after written notice that it is past due.

(b) Licensee abandons the License Area as defined in Section 1951.3 of the California Civil Code.

(c) Licensee fails timely to deliver any subordination document or estoppel certificate requested by Licensors within the applicable time period specified hereinbelow.

(d) Licensee violates the restrictions on Transfer set forth in Article 12.

(e) Licensee ceases doing business as a going concern; makes an assignment for the benefit of creditors; is adjudicated an insolvent, files a petition (or files an answer admitting the material allegations of a petition) seeking relief under any state or federal bankruptcy or other statute, law or regulation affecting creditors' rights; all or substantially all of Licensee's assets are subject to judicial seizure or attachment and are not released within thirty (30) days, or Licensee consents to or acquiesces in the appointment of a trustee, receiver or liquidator for Licensee or for all or any substantial part of Licensee's assets.

(f) Licensee fails to perform or comply with any provision of this License other than those described in (a) through (e) above, and does not fully cure such failure within fifteen (15) days after notice to Licensee or, if such failure cannot be cured within such fifteen (15) day period, Licensee fails within such fifteen (15)-day period to commence, and thereafter diligently proceed with, all actions necessary to cure such failure as soon as reasonably possible but in all events within ninety (90) days of such notice.

17.02 Remedies. Upon default by Licensee, Licenser shall, without further notice or demand of any kind to Licensee or to any other person, in addition to any other remedy Licenser may have under this License and at law or in equity, have the ability to immediately terminate this License and Licensee's right to use the License Area. Upon notice of any such termination, Licensee shall immediately vacate and discontinue its use of the License Area and Licenser may take any and all actions to enforce Licensee's obligations.

17.03 Licenser's Right to Perform Licensee's Obligations. If Licensee is in Default of any of its non-monetary obligations under this License, in addition to the other rights and remedies of Licenser provided herein, then Licenser may at Licenser's option, but without any obligation to do so and without further notice to Licensee, perform any such term, provision, covenant or condition or make any such payment and Licenser by reason of doing so shall not be liable or responsible for any loss or damage thereby sustained by Licensee. If Licenser performs any of Licensee's obligations hereunder in accordance with this Section 17.03, the full amount of the costs and expense incurred or the payments so made or the amount of the loss so sustained shall be immediately be owed by Licensee to Licenser, and Licensee shall promptly pay to Licenser upon demand, as Additional Fees, the full amount thereof with interest thereon from the day of payment by Licenser the lower of ten percent (10%) per annum, or the highest rate permitted by applicable Law.

17.04 Severability. This Article 17 shall be enforceable to the maximum extent such enforcement is not prohibited by applicable Law, and the unenforceability of any portion thereof shall not thereby render unenforceable any other portion.

**18. [INTENTIONALLY OMITTED]**

**19. SURRENDER OF LICENSE AREA.**

At the termination of this License or Licensee's right of possession, Licensee shall remove Licensee's property including any furniture, fixtures, equipment or cabling installed by or for the benefit of Licensee from the License Area, and quit and surrender the License Area to Licenser, broom clean, and in good order, condition and repair, ordinary wear and tear and damage which Licenser is obligated to repair hereunder excepted. Subject to Article 9 above, Licenser may, by notice to Licensee not less than sixty (60) days prior to the Expiration Date (except in the event of a termination of this License prior to the scheduled Expiration Date, in which event no advance notice shall be required) require Licensee, at Licensee's expense, remove any Alterations and repair any damage caused by such removal. If Licensee fails to remove any of Licensee's property, or to restore the License Area to the required condition, Licenser, at Licensee's sole cost and expense, shall be entitled (but not obligated) to remove and store Licensee's property and/or perform such restoration of the License Area. Licenser shall



not be responsible for the value, preservation or safekeeping of Licensee's property. Licensee shall pay Licenser, upon demand, the expenses and storage charges incurred. If Licensee fails to remove Licensee's property from the License Area or storage, within 30 days after notice, Licenser may deem all or any part of Licensee's property to be abandoned and, at Licenser's option, title to Licensee's property shall vest in Licenser or Licenser may dispose of Licensee's property in any manner Licenser deems appropriate.

## **20. HOLDING OVER.**

If Licensee does not surrender possession at the end of the Term or sooner termination of this License, Licensee shall indemnify and hold Licenser harmless from and against any and all losses or liability resulting from delay in Licensee so surrendering the License Area including, without limitations, any loss or liability resulting from any claim against Licenser made by any succeeding tenant or prospective tenant founded on or resulting from such delay. In addition to the foregoing, Licensee shall reimburse Licenser its reasonable attorneys' fees and costs incurred in enforcing Licensee's obligations under this Article, which include but are not limited to, any attorneys' fees and costs incurred in an unlawful detainer, ejectment or other legal proceeding to compel Licensee to relinquish possession of the License Area.

## **21. MORTGAGES.**

Licensee accepts this License subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now or subsequently arising upon the License Area and any ground lease(s) or other agreements or covenants running with the land now or subsequently arising upon the License Area, and to renewals, modifications, refinancing and extensions thereof (collectively referred to as a "**Mortgage**"). The party having the benefit of a Mortgage shall be referred to as a "**Mortgagee**". This clause shall be self-operative, but upon request from a Mortgagee, Licensee shall, within ten (10) days written request therefor from Licenser, execute a commercially reasonable subordination and non-disturbance agreement in favor of the Mortgagee.

## **22. ESTOPPEL CERTIFICATE.**

Within ten (10) days after written request therefor, Licensee shall execute and deliver to Licenser, in a form provided by or satisfactory to Licenser, an estoppel certificate stating, that this License is in full force and effect, describing any amendments or modifications thereto, acknowledging that this License is subordinate or prior, as the case may be, to any Mortgage and stating any other information Licenser may reasonably requests, including the Term, the monthly Fees, the date to which Fees has been paid, the amount of any security deposit or prepaid rent, whether either party hereto is in default under the terms of the License, and whether Licenser has completed any construction obligations hereunder. Any such estoppel certificate may be relied upon by any person or entity purchasing, acquiring an interest in or extending finance. If Licensee fails to provide such certificate within ten (10) business days as herein provided, such failure shall at Licenser's election, constitute a Default and Licensee shall be deemed to have given such certificate as above provided without modification and shall be deemed to have admitted the accuracy of any information supplied by Licenser to a prospective purchaser or Mortgagee or deed of trust holder.



**23. [INTENTIONALLY OMITTED]**

**24. NOTICE.**

All notices shall be in writing and delivered by hand or sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in the Basic License Information. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Licensee has vacated the License Area or any other Notice Address of Licensee without providing a new Notice Address, 3 days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

**25. LABOR PROVISIONS.**

**25.01 Equal Opportunity.** During the Term, and with respect to person(s) in or about the License Area or employment or employees at the License Area, Licensee agrees as follows:

Licensee will not discriminate against any guest, visitor, invitee, customer, employee of Licensee or applicant for employment because of employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status. The employees of Licensee shall be treated during employment, without regard to their employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment, upgrading demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, notices to be provided by the applicable government agencies, setting forth the provisions of this nondiscrimination provision.

Licensee will, in all solicitations or advertisements for employees placed by or on behalf of Licensee, state that all qualified applicants will receive consideration for employment without regard to employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status. Licensee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a, advising the labor union or worker's representative of Licensee's commitments under this Equal Opportunity Clause and shall post copies of notice in conspicuous places available to employee and applications for employment.



25.02 Convict Labor. In connection with the performance of work required by this License, Licensee agrees not to employ any person undergoing a sentence of imprisonment at hard labor.

## 26. MISCELLANEOUS.

26.01 Governing Law. This License shall be interpreted and enforced in accordance with the Laws of the State of California and Licensors and Licensee hereby irrevocably consent to the jurisdiction and proper venue of such state.

26.02 Severability. If any section, term or provision of this License is held invalid by a court of competent jurisdiction, all other sections, terms or severable provisions of this License shall not be effected thereby, but shall remain in full force and effect.

26.03 Attorneys' Fees. In the event of an action, suit arbitration or proceeding brought by Licensor or Licensee to enforce any of the other's covenants and agreements in this License, the prevailing party shall be entitled to recover from the non-prevailing party any costs, expenses (including out of pocket costs and expenses) and reasonable attorneys' fees incurred in connection with such action, suit or proceeding. Without limiting the generality of the foregoing, if Licensor utilizes the services of an attorney for the purpose of collecting any Fees due and unpaid by Licensee or in connection with any other breach of this License by Licensee following a written demand of Licensor to pay such amount or cure such breach, Licensee agrees to pay Licensor reasonable actual attorneys' fees for such services, irrespective of whether any legal action may be commenced or filed by Licensor.

26.04 Force Majeure. Whenever a period of time is prescribed for the taking of an action by Licensor or Licensee (other than the payment of Fees), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, pandemics, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**").

26.05 Sale. Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License and in the License Area. Upon transfer, Licensor shall be released from any further obligations hereunder and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations, provided that any successor pursuant to a voluntary, third party transfer (but not as part of an involuntary transfer resulting from a foreclosure or deed in lieu thereof) shall have assumed Licensor's obligations under this License and received the Security Deposit from Licensor.

26.06 Signs. Licensee shall not place any sign upon the License Area without Licensor's prior written consent, which consent shall not be unreasonably withheld. All signage shall comply with Licensor's signage design criteria, as exist from time to time. In addition, any style, size, materials and attachment method of any such signage shall be subject to Licensor's prior written consent. The installation of any sign on the License Area by or for Licensee shall be subject to the provisions of this License. Licensee shall maintain any such signs installed on the License Area. Unless otherwise expressly agreed herein, Licensor reserves the right to

install, and all revenues from the installation of, such advertising signs on the License Areas do not unreasonably interfere with the conduct of Licensee's business.

26.07 Brokers. Licensors and Licensees each represents and warrants to the other that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker in the negotiating or making of this License. Each party agrees to indemnify and hold harmless the other from any claim or claims, and costs and expenses, including attorneys' fees, incurred by the indemnified party in conjunction with any such claim or claims of any other broker or brokers to a commission in connection with this License as a result of the actions of the indemnifying party.

26.08 Access by Licensor. In addition to access provided by this License, Licensor shall be allowed access to the License Area at all reasonable times throughout the Term of this License, for any reasonable purpose. Licensee shall not change any existing locks, or attach any additional locks or similar devices to any door or window, without providing to Licensor one set of keys therefor. All keys must be returned to Licensor at the expiration or termination of this License. Licensee shall have no claim against Licensor for exercise of its rights of access hereunder.

26.09 Waiver of Right to Jury Trial. Licensors and Licensees waive their respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint, or cause of action in any action, proceeding, or hearing brought by either party against the other on any matter arising out of or in any way connected with this License, the relationship of Licensor and Licensee, or Licensee's use or occupancy of the License Area, including without limitation any claim of injury or damage or the enforcement of any remedy under any current or future law, statute, regulation, code, or ordinance. Licensors and Licensees agree that this paragraph constitutes a written consent to waiver of trial by jury within the meaning of California Code of Civil Procedure Section 631(f)(2), and Licensee does hereby authorize and empower Licensor to file this paragraph and/or this License, as required, with the clerk or judge of any court of competent jurisdiction as a written consent to waiver of jury trial. If the waiver set forth in this Section 26.09 is determined by any court to be invalid because it was executed prior to the commencement of any action, then Licensors and Licensees each covenant and agree to execute and deliver to the other, within five (5) days of a written request by the other, a waiver of the right to trial by jury similar in terms and scope to the waiver set forth in this Section 26.09 at such time following the commencement of such action as such waiver, if then made, would be valid.

26.10 Recordation. Neither this License, nor any memorandum, affidavit nor other writing with respect thereto shall be recorded by Licensee or by anyone acting through, under or on behalf of Licensee. Any recording thereof in violation of this provision shall make this License null and void at Licensor's election.

26.11 Paragraph Titles. The paragraph titles use herein are not to be considered a substantive part of this License, but merely descriptive aids to identify the paragraph to which they referred. Use of the masculine gender includes the feminine and neuter, and vice versa.



26.12 Authority. If Licensee is a corporation, partnership, trust, association or other entity, Licensee and each person executing this License on behalf of Licensee does hereby covenant and warrant that (a) Licensee is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Licensee has and is duly qualified to do business in California, (c) Licensee has full corporate, partnership, trust, association or other power and authority to enter into this License and to perform all Licensee's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this License on behalf of Licensee is duly and validly authorized to do so. Upon execution hereof, Licensee shall provide Licensors with a written certification of its Corporate Secretary or other appropriate authorizing officer or partner attesting that at a duly noticed meeting of its Board of Directors or other governing body a resolution has been unanimously adopted approving Licensee's execution hereof, thereby binding itself to the terms of this License and identifying the person(s) authorized to execute this License on behalf of Licensee.

26.13 Quiet Enjoyment. Licensee, upon paying the Fees reserved and performing all of its obligations under this License, shall peaceably and quietly enjoy the License Area, subject to the terms and conditions of this License and any mortgage or deed of trust to which this License may be subordinate.

26.14 Asbestos Notification for Commercial Property Constructed Before 1979. Licensee acknowledges that Licensors have advised Licensee that, because of their age, buildings on the Property, if any, may contain asbestos-containing materials ("ACMs"). If Licensee undertakes any Alterations as may be permitted by Article 10, Licensee shall, in addition to complying with the requirements of Article 10, undertake the Alterations in a manner that avoids disturbing any ACMs that may be present. If ACMs are likely to be disturbed in the course of such work, Licensee shall encapsulate or remove the ACMs in accordance with an approved asbestos-removal plan and otherwise in accordance with all applicable Hazardous Materials Laws, including giving all notices required by California Health & Safety Code Sections 25915-25919.7.

26.15 Lead Warning Statement. Licensee acknowledges that Licensors have advised Licensee that buildings built before 1978 may contain lead-based paints ("LBP"). Lead from paint, paint chips and dust can pose health hazards if not managed properly. Subject to Article 9 of this License, Licensee may at its sole cost and expense, have a state certified LBP Inspector complete a LBP inspection and abatement and provide an abatement certification to Licensors. Licensors have no specific knowledge of the presence of lead-based paint in the License Area.

26.16 OFAC Certification. Licensee represents, warrants and covenants that: (a) Licensee and its principals are not acting, and will not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "**Specially Designated and Blocked Person**," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; (b) Licensee acknowledges that the breach of this representation, warranty and covenant by Licensee shall be an immediate Default under the License.



26.17 Certified Access Specialist Disclosure. In accordance with Civil Code Section 1938, Licensors hereby disclose that the License Area has not undergone inspection by a Certified Access Specialist for purposes of determining whether the property has or does not meet all applicable construction related accessibility standards pursuant to Civil Code Section 55.53. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the licensee, lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the licensee, lessee or tenant, if requested by the licensee, lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the License Area. The forgoing notwithstanding, the parties agree that Licensee shall be solely responsible for the payment of all fees for the CASp inspection. The cost of making any repairs necessary to correct violations of construction-related accessibility standards within the License Area shall be governed by Section 5.02 above.

26.18 Environmental and Planning Documents. Licensee acknowledges that its use of the License Area and any Alterations thereto shall comply with the terms, conditions and requirements of: (a) the Environmental Impact Report for Alameda Point and the Mitigation Monitoring and Reporting Program adopted pursuant thereto; (b) the Master Infrastructure Plan; (c) the Town Center and Waterfront Precise Plan (as applicable); and (d) the Alameda Point Transportation Demand Management Plan. Compliance with the foregoing may include the preparation of a Compliance Strategy consistent with the Transportation Demand Management Plan and payment of transportation program fees.

26.19 Time of the Essence. Time is of the essence of this License and each and all of its provisions.

26.20 Entire Agreement. This License contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this License, and no prior agreements or understandings pertaining to any such matter shall be effective for any purpose. It is specifically understood and agreed that this License supersedes and replaces the Original License. No provision of this License may be amended or added except by an agreement in writing signed by the parties hereto or their respective successors-in-interest.

26.21 Rules and Regulations. Licensee shall faithfully observe and comply with any rules and regulations governing its use and occupancy of the License Area as Licensors may, from time to time, promulgate.

26.22 ~~26.21~~ Relocation Benefits. Licensee acknowledges that upon the expiration or earlier termination of this License, for any reason other than a Taking as defined at Article 15, Licensee shall, and hereby does, waive any and all claims for relocation benefits, assistances and/or payments under Government Code Sections 7260 et seq., California Code of Regulations Sections 600 et seq., 42 U.S.C 4601 et seq., 29 C.F.R. Sections 121 et seq. and 49 C.F.R Sections 24.1 et seq. (collectively the “**Relocation Assistance Laws**”). Licensee further



acknowledges and agrees that upon the expiration or earlier termination of this License for any reason, other than a Taking as hereinabove defined, no claim shall arise, nor shall Licensee assert any claim for loss of business goodwill (as that term is defined at CCP §1263.510) and no compensation for loss of business goodwill shall be paid by Licensor.

26.23 Counterparts. This License may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

Licensor and Licensee have executed this License as of the day and year first above written.

**(Signatures on following page)**

**LICENSOR:**

City of Alameda,  
a charter city and municipal corporation

By: \_\_\_\_\_  
Jill Keimach  
City Manager

Date: \_\_\_\_\_

Recommended

By: \_\_\_\_\_  
Amy Wooldridge  
Recreation and Parks Director

Approved as to Form

By: \_\_\_\_\_  
Janet Kern  
City Attorney

**LICENSEE:**

Alameda Soccer Club,  
a California non-profit corporation

By: \_\_\_\_\_  
Name: Vince San Nicolas  
Title: Vice President

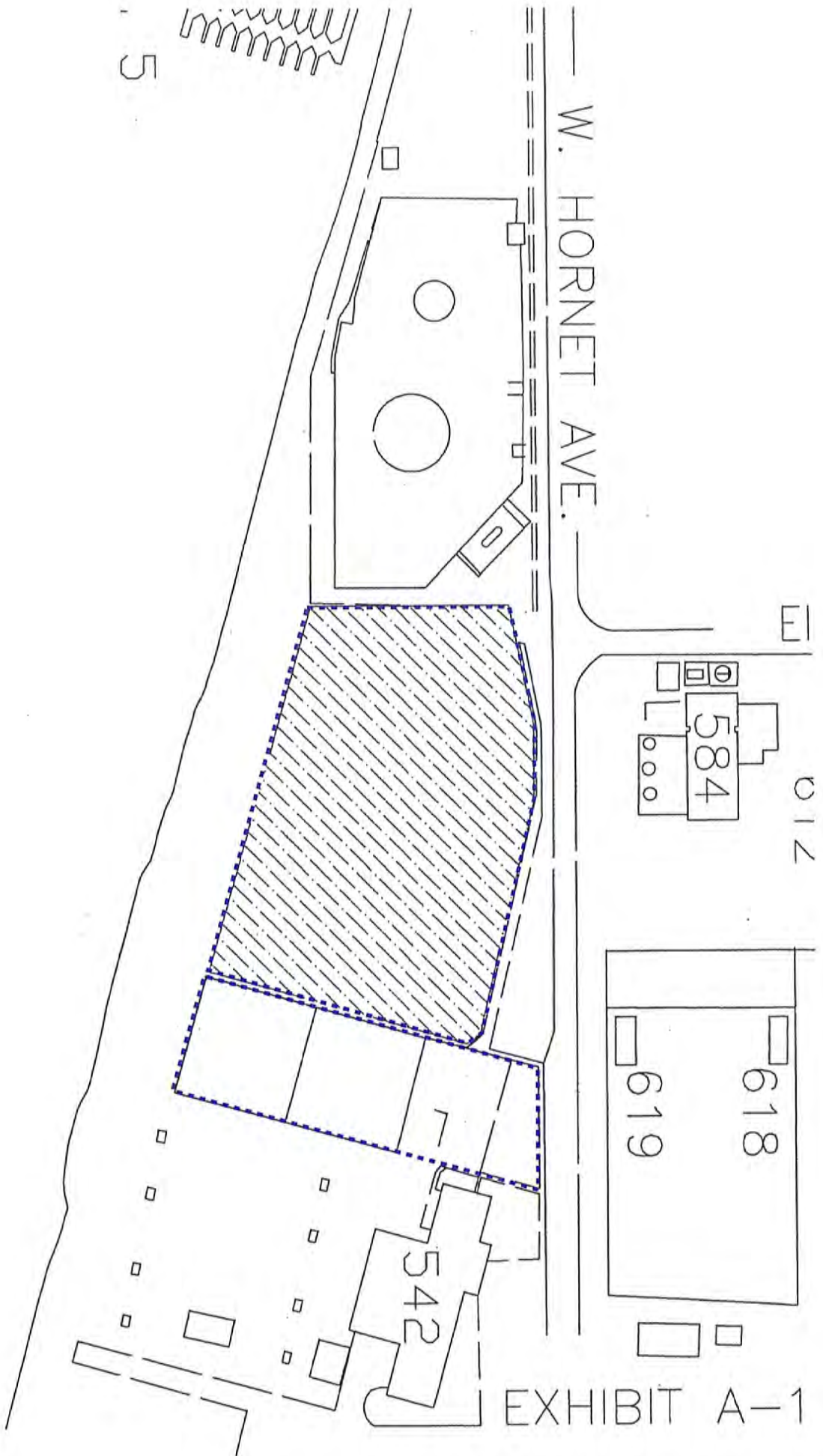
Date: 9/25/2017

By: \_\_\_\_\_  
Name: Jon Pearson  
Date: 9/25/2017



**EXHIBIT A**  
**LICENSE AREA**







**EXHIBIT B**

**COMMENCEMENT LETTER**

Date: Sep 25<sup>th</sup> 2017

Re: License dated as of \_\_\_\_\_, \_\_\_, by and between City of Alameda, as Licensor, and Alameda Soccer Club, as a California non-profit corporation, as Licensee, for 104,544 square feet.

Dear Alameda Soccer Club:

In accordance with the terms and conditions of the above referenced License, Licensee accepts possession of the License Area and agrees:

1. The Commencement Date of the License is \_\_\_\_\_;
2. The Expiration Date of the License is \_\_\_\_\_.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention.

Sincerely

Agreed and Accepted:

\_\_\_\_\_  
Amy Wooldridge  
Recreation & Park Director  
City of Alameda

Licensee: Alameda Soccer Club

By: [Signature]

Name: Vincent San Nicolas

Title: VP Alameda Soccer Club


Address: 875 ISLAND DR AIA, 94502


[Exhibit Do not sign]

## EXHIBIT C

### ACKNOWLEDGMENT OF RECEIPT

Pursuant to that certain License Agreement entered to by and between City of Alameda, a charter city and municipal corporation ("Licensor") and Alameda Soccer Club, a California non-profit corporation ("Licensee") dated as of October \_\_\_\_, 2017 ("License") Licensee hereby acknowledges that Licensor has provided it with copies of the following documents:

 Quitclaim Deed from the United States of America, acting by and through the Department of the Navy to the City of Alameda, dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199810 of Official Records in the Office of the County Recorder, Alameda County, California ("Quitclaim Deed");

 Declaration of Restrictions (Former Naval Air Station Alameda) dated June 4, 2013, recorded June 6, 2013 as Series No. 2013-199782 in the Office of the County Recorder of Alameda County (" Declaration of Restrictions" ).

Pursuant to Section 6.03 of the License, Licensee acknowledges receipt of the above referenced documents and agrees that its use of the License Area (as defined License) shall comply with the restrictions set forth in said documents and failure to do so shall constitute a Default under the License.

Alameda Soccer Club, a California non-profit corporation

By: 

Its: VP ASC

Date: Sep 25th 2017.



**EXHIBIT D**  
**ENVIRONMENTAL QUESTIONNAIRE**

<b>Summary report:</b> <b>Litéra® Change-Pro 10.0.0.42 Document comparison done on 9/6/2017</b> <b>1:49:23 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://aws-dms01/iManage/1282979/1	
<b>Modified DMS:</b> iw://aws-dms01/iManage/1282978/1	
<b>Changes:</b>	
Add	33
<del>Delete</del>	29
<del>Move From</del>	0
Move To	0
Table Insert	0
<del>Table Delete</del>	0
Table moves to	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>62</b>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Ft. Worth, TX 76116		<b>CONTACT NAME:</b> Sports Division	
		<b>PHONE</b> (A/C, No, Ext): (817) 738-6100	<b>FAX</b> (A/C, No): (817) 738-2993
		<b>E-MAIL</b> ADDRESS: contact@pullenins.com	
<b>INSURED</b> Alameda Soccer Club 875-A Island Drive Alameda, CA 94502		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> National Casualty Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
		<b>NAIC #</b> 11991	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	KRO 6536200	9/1/2017	9/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XKO 711570	9/1/2017	9/1/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>						EXCESS MEDICAL \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location of Premises: Alameda Point Fields, 2655 Lexington Street, Alameda, CA 94501; Hornet Field, 250 Hornet Avenue, Alameda, CA 94501

City of Alameda, Alameda Municipal Power, City of Alameda Housing Authority, Community Improvement Commission, The City Council, The Alameda Reuse and Redevelopment Authority, its Boards, Commissions, Officers, Employees, Agents and Volunteers, PM Realty Group, L.P., their Officers & Employees, the United States Department of the Navy and any other party designated by the City of Alameda are Additional Insured. Waiver of Subrogation included.

**CERTIFICATE HOLDER**City of Alameda, et al.  
(Owner / Lessor of Premises)**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  City of Alameda, Alameda Municipal Power, City of Alameda Housing Authority, Community Improvement Commission, The City Council, The Alameda Reuse and Redevelopment Authority, its Boards, Commissions, Officers, Employees, Agents and Volunteers, PM Realty Group, L.P., their Officers & Employees, the United States Department of the Navy and any other party designated by the City of Alameda c/o PM Realty Group, LP, as agent 101 W Atlantic Ave Alameda, CA 94501
<b>Additional Premium:    \$    Included</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**CITY OF ALAMEDA**  
Risk Management  
Date 10-1-17  
*[Signature]*  
Lucretia Akil, City Risk Manager



POLICY NUMBER: KRO-65362-00

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

City of Alameda, Alameda Municipal Power, City of Alameda Housing Authority, Community Improvement Commission, The City Council, The Alameda Reuse and Redevelopment Authority, its Boards, Commissions, Officers, Employees, Agents and Volunteers, PM Realty Group, L.P., their Officers & Employees, the United States Department of the Navy and any other party designated by the City of Alameda  
c/o PM Realty Group, LP, as agent  
101 W Atlantic Ave  
Alameda, CA 94501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**CITY OF ALAMEDA**  
Risk Management  
  
Date 10-1-17  
Lucretia Akil, City Risk Manager

# Citywide Executive Summary Report for Facility Condition Assessment Services

For  
City of Alameda  
Police Station  
1555 Oak Street  
Alameda,  
California, 94501



Date of Report: May 4, 2016

Provided By:

Faithful+Gould, Inc

Provided For:

City of Alameda



FAITHFUL  
GOULD  
CONSTRUCTIVE EXPERTISE



## TABLE OF CONTENTS

<u>INTRODUCTION</u>	<u>2</u>
<u>LIMITING CONDITIONS</u>	<u>2</u>
<u>SCOPE OF WORK PROVIDED</u>	<u>3</u>
<u>FACILITY DETAILS</u>	<u>5</u>
<u>FACILITY CONDITION NEEDS INDEX (FCNI)</u>	<u>6</u>
<u>SUMMARY OF EXPENDITURE FINDINGS</u>	<u>9</u>
<u>KEY FINDING EXAMPLES</u>	<u>11</u>
<u>DISTRIBUTION OF CAPITAL NEEDS BY BUILDING SYSTEM OVER 10 YEAR STUDY PERIOD</u>	<u>26</u>
<u>NEEDS SORTED BY PRIORITIZATION OF WORK</u>	<u>27</u>
<u>NEEDS BY PLAN TYPE</u>	<u>28</u>
<u>CONCLUSION</u>	<u>29</u>

## EXECUTIVE SUMMARY

### INTRODUCTION

In accordance with the agreement held between the City of Alameda dated December 1, 2014 and Faithful+Gould Inc, this completed report provides a combined executive summary of the individual building Facility Condition Assessments for the City wide Facility Condition Assessment.

This reports provides an overview summary for the City containing: a summary of the scope of the work provided, a summary of the agency buildings, a building expenditure summary, key findings, a distribution of immediate (year 1) needs by building system, a distribution of year 2 to 10 needs by building system, prioritization of work and an identification of work type over the study period. A Facility Conditions Index (FCI) is calculated for the facilities which is used in Facilities Management to provide a benchmark to compare the relative condition of a group of facilities. The FCI is primarily used to support asset management initiatives of federal, state, and local government facilities organizations.

This report provides a summary of the facility information known to us at the time of the study, the scope of work performed, an equipment inventory, evaluation of the visually apparent condition of The Property together with a capital expenditure forecast of expenditures anticipated over the next 10 years. The expenditure forecast does not account for typical preventative maintenance items such as changing filters to fan coil units.

Our cost rates to produce life cycle and replacement cost estimates are based on our knowledge of the local regional market rates. Our line item costs assume that the work will be procured through public general contractor bids. Capital expenditure pricing includes an uplift of 35% to allow for professional fees, general contractor overhead/profit management costs permitting, etc.

### LIMITING CONDITIONS

This report has been prepared for the exclusive and sole use of the City of Alameda. The report may not be relied upon by any other person or entity without the express written consent of Faithful+Gould.

Any reliance on this report by a third party, any decisions that a third party makes based on this report, or any use at all of this report by a third party is the responsibility of such third parties. Any reuse without written verification or adaptation by Faithful+Gould for the specific purpose intended will be at user's sole risk and without liability or legal exposure to Faithful+Gould.

The assessment of the building/site components was performed using methods and procedures that are consistent with standard commercial and customary practice as outlined in ASTM Standard E 2188-08 for PCA assessments. As per this ASTM Standard, the assessment of the building/site components was based on a visual walk-through site visit, which captured the overall condition of the site at that specific point in time only.

No legal surveys, soil tests, environmental assessments, geotechnical assessments, detailed barrier-free compliance assessments, seismic assessments, detailed engineering calculations, or quantity surveying compilations have been made. No responsibility, therefore, is assumed concerning these matters. Faithful+Gould did not design or construct the building(s) or related structures and therefore will not be held responsible for the impact of any design or construction defects, whether or not described in this report. No guarantee or warranty, expressed



or implied, with respect to the property, building components, building systems, property systems, or any other physical aspect of The property is made.

The recommendations and our opinion of probable costs associated with these recommendations, as presented in this report, are based on walk-through non-invasive observations of the parts of the building which were readily accessible during our visual review. Conditions may exist that are not as per the general condition of the system being observed and reported in this report. Opinions of probable costs presented in this report are also based on information received during interviews with operations and maintenance staff. In certain instances, Faithful+Gould has been required to assume that the information provided is accurate and cannot be held responsible for incorrect information received during the interview process. Should additional information become available with respect to the condition of the building and/or site elements, Faithful+Gould requests that this information be brought to our attention so that we may reassess the conclusions presented herein.

The opinions of probable costs are intended for global budgeting purposes only. Faithful+Gould has no control over the cost of labor and materials, general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions. The data in this report represent an opinion of probable cost of construction and is made on the basis of the experience, qualifications, and best judgment of the professional consultant familiar with the construction industry. Faithful+Gould cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent Cost Estimates. The scope of work and the actual costs of the work recommended can only be determined after a detailed examination of the site element in question, understanding of the site restrictions, understanding of the effects on the ongoing operations of the site/building, definition of the construction schedule, and preparation of tender documents.

### SCOPE OF WORK PROVIDED

Faithful+Gould visited city owned facilities from December 2014 (Phase 1) and July 2015 (Phase 2) to undertake Facility Condition Assessments (FCA) to the Alameda Point Public Facilities, General City Buildings, Maintenance Service and Garage buildings, Parks and Recreation areas, and Public Safety Buildings.

The FCA's include an assessment of the architecture, the mechanical, electrical and plumbing elements, an accessibility overview, energy conservation measures, as well as a seismic study of each of the agency facilities. The assessments identify the current condition of the facilities, identifying physical or operational deficiencies and providing cost estimates and prioritized schedules of repair work over a 10 year period. Our cost rates to produce life cycle and replacement cost estimates are based on our knowledge of the local regional market rates. The data in this report represent an opinion of probable cost of construction and is made on the basis of the experience, qualifications, and best judgment of the professional consultant familiar with the construction industry.

The assessments were conducted using facility information, equipment inventories and a visual only inspection of the facilities. The assessment of the building/site components was performed using methods and procedures that are consistent with standard commercial and customary practice as outlined in ASTM Standard E 2188-08 for PCA assessments. As per this ASTM Standard, the assessment of the building/site components was based on a visual walk-through site visit, which captured the overall condition of the site at that specific point in time only.

The FCA's reviewed substructure systems, shell systems, interior systems, service systems, equipment and furnishing systems and building site work systems.

Each FCA calculated an FCNI and gave an overall condition rating for the property.

The FCI is the ratio of accumulated Total Cost (TC) (Deferred Maintenance, Capital Renewal and Plant Adaptation) to the Current

Replacement Value (CRV) for a constructed asset calculated by dividing the TC by the CRV. The range is from zero for a newly constructed asset, to one for a constructed asset with a TC value equal to its CRV. Acceptable ranges vary by "Asset Type", but as a general guideline the FCNI scoring system is as follows:

$$FCI = \frac{\text{Deferred Maintenance} + \text{Capital Renewal} + \text{Plant Adaptation (TC)}}{\text{Current Replacement Value of the Facility(s) (CRV)}}$$

If the FCI rating is 60% or greater then replacement of the asset/building should be considered instead of renewal.

Condition	Definition	Percentage Value
GOOD	In a new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies	0% to 5%
FAIR	Subject to wear, and soiling but is still in a serviceable and functioning condition	5% to 10%
POOR	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	Greater than 10%
V-POOR	Subjected to hard or long-term wear. Has reached the end of its useful or serviceable life. Renewal now necessary	Greater than 60%



## FACILITY DETAILS

The City of Alameda has a building portfolio which consists of thirty-eight facilities located across the City. The buildings fall under different categories with 15 Parks and Recreation buildings, 8 Public Safety buildings, 7 General City buildings, 5 Maintenance service buildings and 3 buildings located at Alameda Point.

The buildings vary in construction and style from the architectural brick veneer walls of the City hall building, CMU enclosures to wood structure and stucco finish of the park facilities.

The largest occupied facility is Building 1 - City Hall West - Alameda Point at 47,945 Gross Square Feet (GSF) with the City parking structure 90,000 GSF and the smallest building in the study is the 64 GSF Paint Shed Building at Fire Station #2.

The parks and recreational facilities provide a variety of amenities and facilities to the public of Alameda. The assessment included both the Harbor bay and Marina Village facilities and amenities which included board walks, grass playing fields, restrooms, park benches, bike racks, picnic tables, barbecue grills, and small areas dedicated for playground equipment.



**FACILITY CONDITION NEEDS INDEX (FCI)**

Table 1.1 below lists information regarding each building within the agency with their, total capital needs, immediate capital needs, FCI rating and building condition rating.

*Note: the Facility condition index has been calculated at net construction costs net of the 35% soft costs to provide consistence with the index as some actions may not require the 35% uplift due to the simple nature of the repair action.*

**Table 1.1: Key**

Condition	Definition	Percentage Value
<b>GOOD</b>	In a new or well-maintained condition, with no visual evidence of wear, soiling or other deficiencies	0% to 5%
<b>FAIR</b>	Subject to wear, and soiling but is still in a serviceable and functioning condition	5% to 10%
<b>POOR</b>	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.	Greater than 10%
<b>V-POOR</b>	Subjected to hard or long-term wear. Has reached the end of its useful or serviceable life. Renewal now necessary	Greater than 60%

**Table 1.1: Individual Building FCI Summary**

Facility	Gross Square Footage	Current Replacement Value (\$)	Immediate Capital Needs (\$)	Total Capital Needs Over 10 Year Study Period (\$)	Current Year FCI Rating %	Year 10 FCI Rating %
<b>Alameda Point Public Facilities</b>						
Building 1 - City Hall West - Alameda Point	47,945	\$10,398,125	\$0.00	\$926,355.00	0.00%	8.91%
Building 60 - Officers Club - Alameda Point	28,538	\$3,274,000	\$808,953.51	\$1,205,981.39	24.71%	36.84%
Main Library - 1550 Oak Street	47,500	\$20,615,000	\$80,007.50	\$672,506.60	0.39%	3.26%
<b>General City Building</b>						
1429 Oak Street	22,000	\$525,000	\$94,565.00	\$95,736.20	18.01%	18.24%
City Hall Building	33,686	\$9,608,000	\$462,499.65	\$1,411,444.34	4.81%	14.69%
City Hall Complex Garage Building	3,813	\$473,000	\$223,571.90	\$244,042.70	47.27%	51.59%
City Hall Complex Veterans Building	39,051	\$9,387,860	\$0.00	\$1,876,588	0.00%	19.99%
Harbor Bay	210,000	\$999,999	\$0.00	\$74,040.00	0.00%	7.40%
Marina Village	100,000	\$999,999	\$0.00	\$380,102	0.00%	38.01%
Washington Park Building	1,794	\$1,000,000	\$9,940.00	\$704,851.98	0.99%	70.49%
<b>Maintenance Service and Garage</b>						
Animal Shelter	3,500	\$612,000	\$196,841.35	\$230,353.35	32.16%	37.64%
Civic Center Parking Structure	90,000	\$16,200,000	\$0.00	\$470,602.40	0.00%	2.90%
Garage Central Repair Building	8,743	\$1,302,000	\$189,329.27	\$576,457.96	14.54%	44.27%



Maintenance Covered Garage Building	9,960	\$986,538	\$271,669.60	\$389,128.60	27.54%	39.44%
Maintenance Service Center Building	24,407	\$4,283,750	\$801,375.20	\$1,453,010.94	18.71%	33.92%
Facility	Gross Square Footage	Current Replacement Value (\$)	Immediate Capital Needs (\$)	Total Capital Needs Over 10 Year Study Period (\$)	Current Year FCNI Rating %	Year 10 FCNI Rating %
<b>Parks and Recreation</b>						
Bayport Recreation Center	2,100	\$407,400	\$6,500.00	\$63,101.00	1.60%	15.49%
Building 134 Gymnasium Alameda Point	36,660	\$6,222,000	\$278,217.76	\$1,039,735.42	4.47%	16.71%
Building 76 (Pool)	20,200	\$4,723,972	\$735,899.90	\$1,063,098.90	15.58%	22.50%
Franklin Park	129,809	\$1,174,452	\$223,542.80	\$660,824.62	19.03%	56.27%
Godfrey Park	234,353	\$1,340,677	\$33,414.00	\$983,708.59	2.49%	73.37%
Krusi Park Building	2,300	\$787,000	\$174,988.00	\$542,981.12	22.23%	68.99%
Leydecker Park	256,133	\$1,803,880	\$104,809.00	\$807,782.98	5.81%	44.78%
Lincoln Park	339,768	\$3,323,443	\$308,029.40	\$2,054,770.95	9.27%	61.83%
Littlejohn Park	150,282	\$1,216,541	\$17,434.24	\$641,672.38	1.43%	52.75%
Longfellow Park	61,420	\$800,000	\$232,718.00	\$329,215.30	29.09%	41.15%
Mastick Senior Center	26,000	\$1,364,000	\$458,664.75	\$1,129,242.62	33.63%	82.79%
McKinley Park Recreation Center	1,673	\$310,000	\$32,988.45	\$48,480.45	10.64%	15.64%
Recreation/Park Admin Building	6,286	\$1,005,760	\$60,115.00	\$228,645.54	5.98%	22.73%
Tillman Park	174,676	\$914,741	\$16,900.00	\$353,211.73	1.85%	38.61%
Woodstock Park	172,498	\$1,323,855	\$28,508.00	\$869,997.90	2.15%	65.72%
<b>Public Safety Building</b>						
Building 522 Training Center – Alameda Point	2,624	\$476,991	\$0.00	\$144,218.34	0.00%	30.24%
Fire Station #1 - 1300 Park Street	12,742	\$4,377,530	\$147,013.78	\$690,824.54	3.36%	15.78%
Fire Station #2 - 635 Pacific Avenue	5,575	\$2,285,750	\$164,393.84	\$439,735.69	7.19%	19.24%
Fire Station #2 - Garage Building	855	\$87,725	\$0.00	\$23,795.55	0.00%	27.13%
Fire Station #2 - Paint Shed Building	64	\$9,000	\$0.00	\$3,180.12	0.00%	35.33%
Fire Station #4 - 2595 Mecartney Road	11,234	\$3,769,569	\$62,436.66	\$726,251.66	1.66%	19.27%
Fire Station #5/ Bldg 6	36,500	\$7,929,000	\$890,959.80	\$1,331,757.60	11.24%	16.80%
Police Station 1555 Oak Street	35,184	\$12,920,000	\$451,722.81	\$814,915.73	3.50%	6.31%
<b>Total for City of Alameda</b>	<b>2,389,873</b>	<b>\$138,601,557</b>	<b>\$7,568,009</b>	<b>\$25,702,350</b>	<b>5.46%</b>	<b>18.54%</b>

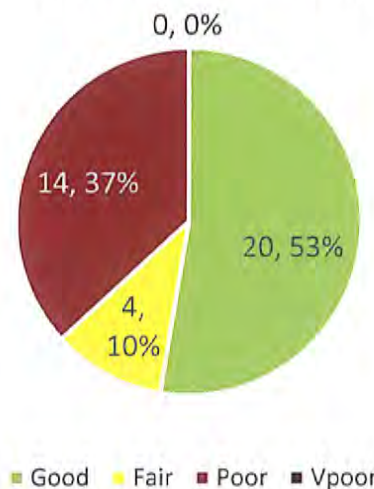
### CITY CONDITION RATING / KEY FINDINGS

The City of Alameda has 38 facilities which are currently rated as in poor through good conditions; 20 are rated in good, 4 are rated as fair, and 14 are rated as poor. The City of Alameda as a whole has a current FCI rating of 5.46%, this being in Fair condition. In year 10 of the study period the condition ratings will change if there is no capital investment, 2 buildings will be rated as good, 3 will be rated as fair, 27 will be rated as poor, and 6 will be rated as very poor. The overall FCI rating in year 10 will increase to 18.53% if there is no investment over the study period, which results as the facilities being in poor condition.

The chart below indicates the number of buildings and percentage of buildings with their current FCI condition rating.

Current Condition of Buildings (FCI)

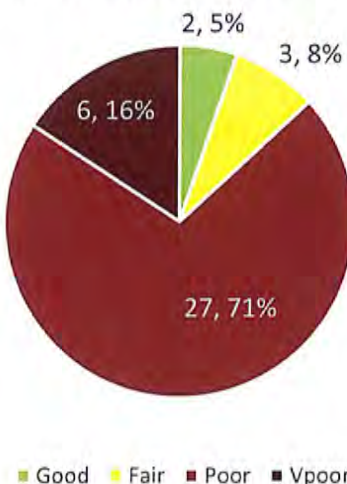
Value of Current Need **\$12,318,326**



The Chart below indicates the cumulative effects of the FCI ratio over the study period assuming the required funds and expenditures are NOT provided to address the identified works and deferred maintenance each year.

Year-10 Condition of Buildings (FCI)

Need will grow to **\$34,669,950** over 10-years





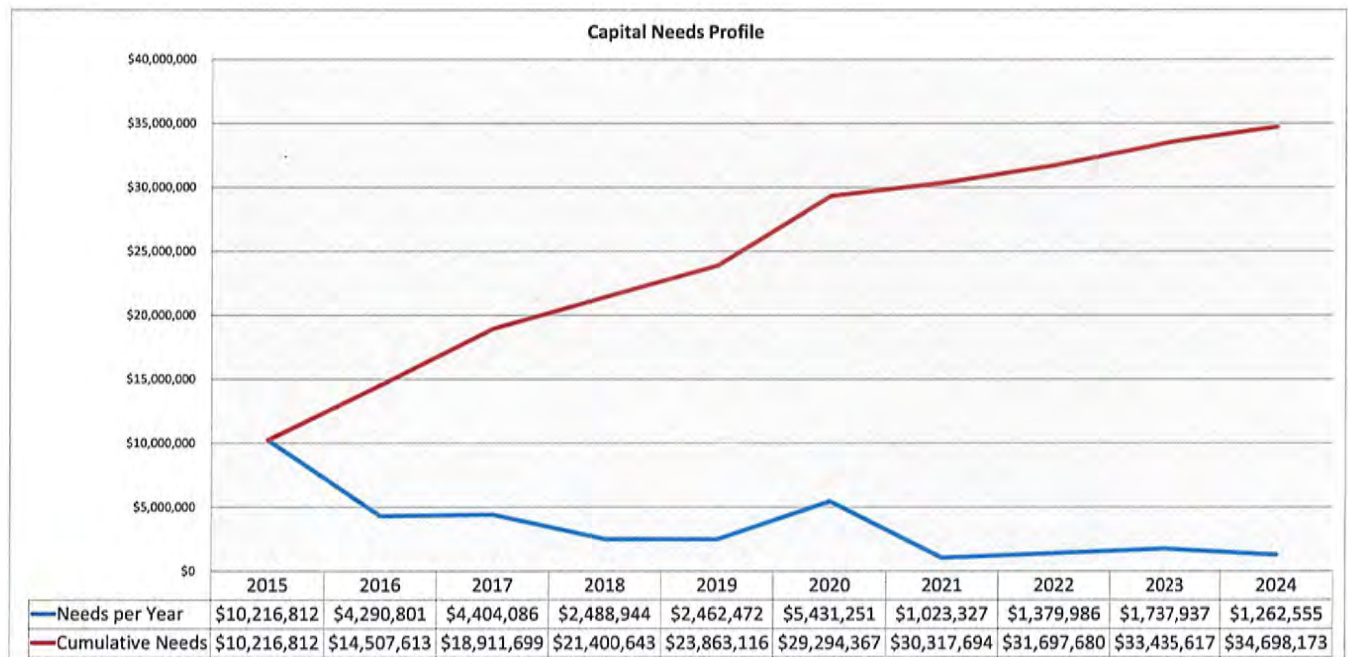
### SUMMARY OF EXPENDITURE FINDINGS

The City of Alameda has immediate capital needs of \$10,216,812 with a total of \$24,481,360 capital needs from years 2 to 10.

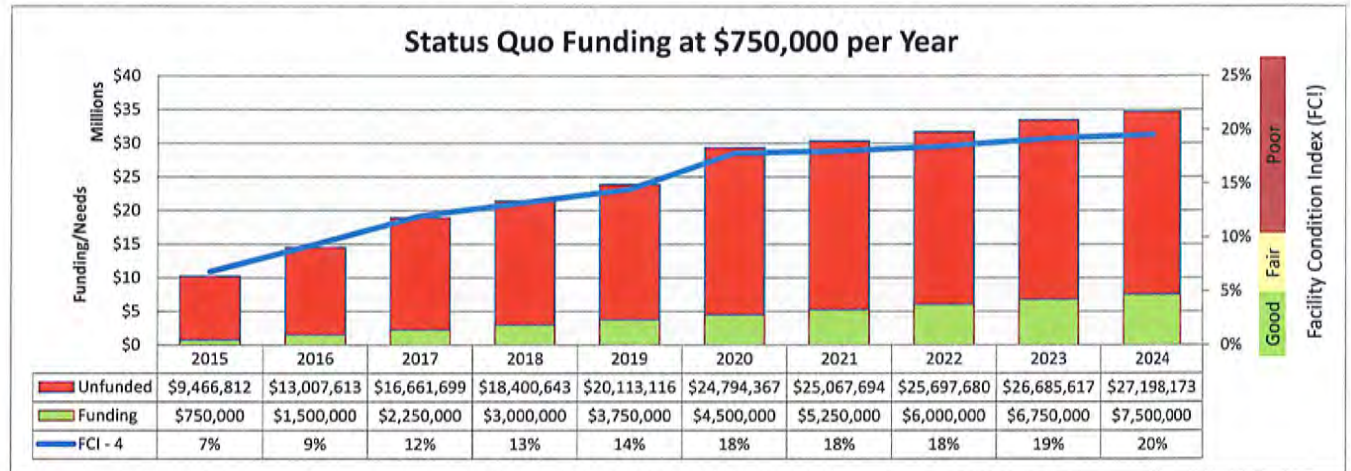
*Our cost rates to produce life cycle and replacement cost estimates are based on our knowledge of the local regional market rates. Our line item costs assume that the work will be procured through public general contractor bids. Capital expenditure pricing includes an uplift of 35% to allow for professional fees, general contractor overhead/profit management costs permitting, etc.*

Key Findings	Metric
Immediate Capital Needs (included in FCNI)	\$10,216,812
Year 2 to Year 10 Capital Needs	\$24,481,360

The chart below provides a summary of yearly anticipated expenditures over the ten year study period for the City of Alameda. Further details of these expenditures are included within each respective report section. The results illustrate a total anticipated expenditure over the study period of circa **\$34,698,173**.



The chart below provides a summary of what impact the current funding level of \$750,000 per year will have on the accumulative yearly need over the ten year study period for the City of Alameda.

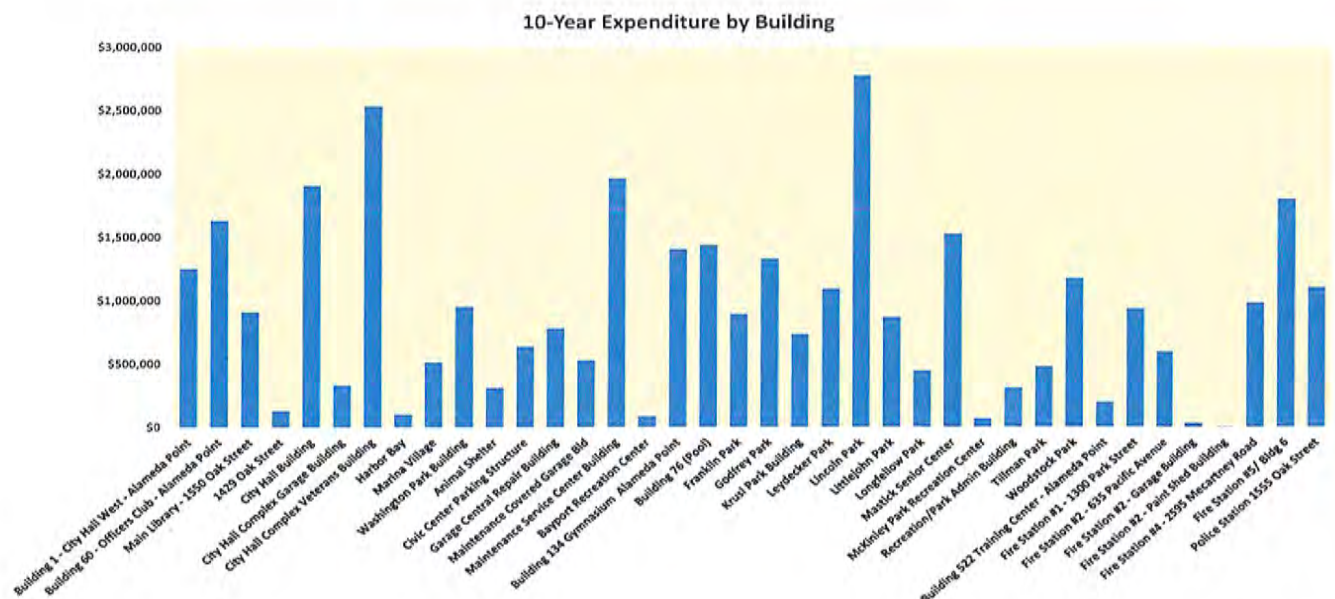


The chart illustrates that with current funding of \$750,000, year 1 will have an unfunded current deferred maintenance need of \$9,466,812. This unfunded need will grow over the next 10-years to over \$27 million of unfunded need.

A comparison is also made with the Facility Condition index and how the current funding level will impact the condition rating. We see that the facilities will go from a current 7% Fair condition and deteriorate over time to a citywide condition index score of 20% Poor condition.

### SUMMARY OF EXPENDITURE FINDINGS CONTINUED

The chart below shows a 10 year cost expenditure by building. As can be seen the City Hall Complex Veterans Building has the largest anticipated spend of \$2,175,483 over the study period.





**KEY FINDING EXAMPLES**

The following information shows selected higher value key findings above \$10,000 from the assessed facilities, providing a brief summary of their recommended repairs.

**KEY FINDINGS - BUILDING 1 - CITY HALL WEST - ALAMEDA POINT**

- ✦ B Shell: Repaint Exterior Wall Surfaces at an estimated cost of \$56,352 in year 2021
- ✦ B Shell: Replace Wood Window Units with Newer Style UPVC Units at an estimated cost of \$26,840 in year 2015
- ✦ B Shell: Repair Localized Cracked BUR Cap Sheet Areas at an estimated cost of \$16,860 in year 2015
- ✦ B Shell: Replace BUR (Built-up Roofing) System at an estimated cost of \$337,196 in year 2018
- ✦ C Interiors: Repaint Wall & Ceiling Surfaces at an estimated cost of \$62,930 in year 2021
- ✦ C Interiors: Replace Broadloom Standard without Padding at an estimated cost of \$54,647 in year 2017
- ✦ C Interiors: Replace Damaged / Loose and Mismatched Acoustic Ceiling Tiles at an estimated cost of \$11,820 in year 2015
- ✦ D Services: Replace Cabinet Heaters with Blower at an estimated cost of \$14,274 in year 2017
- ✦ D Services: Replace HW Fan Coil Units (106 no.) at an estimated cost of \$206,912 in year 2017
- ✦ G Building Sitework: Replace Asphalt Parking Lot - West at an estimated cost of \$51,606 in year 2015
- ✦ G Building Sitework: Replace Concrete Pedestrian Walkways at an estimated cost of \$35,624 in year 2015

**KEY FINDINGS - BUILDING 60 - OFFICERS CLUB - ALAMEDA POINT**

- ✦ B Shell: Repaint all Exterior Concrete and Stucco Wall Surfaces at an estimated cost of \$27,501 in year 2017
- ✦ B Shell: Repair Localized Exterior Stucco Wall Construction at an estimated cost of \$21,750 in year 2015
- ✦ B Shell: Replace Double Aluminum Glazed Door(s) at an estimated cost of \$18,026 in year 2015
- ✦ B Shell: Replace Glazed Aluminum Framed with Swing Door(s) at an estimated cost of \$16,305 in year 2015
- ✦ B Shell: Replace Single Solid Core Wood Door(s) at an estimated cost of \$11,956 in year 2015
- ✦ B Shell: Replace BUR (Built-up Roofing) Covering - w/ Modified Bitumen Cap Sheet at an estimated cost of \$279,880 in year 2015
- ✦ B Shell: Replace BUR (Built-up Roofing) Covering - w/ Pea Gravel Ballast at an estimated cost of \$68,283 in year 2015
- ✦ B Shell: Replace Gutters & Downspouts at an estimated cost of \$12,200 in year 2015
- ✦ C Interiors: Repaint GWB Wall and Textured GWB Ceiling Finishes at an estimated cost of \$65,573 in year 2018
- ✦ C Interiors: Replace Acoustic 1' x 1' Ceiling Tiles at an estimated cost of \$22,304 in year 2015
- ✦ C Interiors: Replace Acoustic Suspended Ceiling System - Standard at an estimated cost of \$33,023 in year 2015
- ✦ C Interiors: Replace Broadloom Standard without Padding at an estimated cost of \$48,556 in year 2020
- ✦ C Interiors: Replace Broadloom with Padding at an estimated cost of \$29,045 in year 2020
- ✦ D Services: Replace Floor Mounted Water Closet(s) at an estimated cost of \$10,651 in year 2015
- ✦ D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of \$27,328 in year 2015



- ✦ D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of \$19,520 in year 2015
- ✦ D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of \$14,640 in year 2015
- ✦ D Services: Replace Packaged Outdoor - Cooling and Heating at an estimated cost of \$11,712 in year 2015
- ✦ D Services: Replace Special Cooling System (Walk-in Cooler) at an estimated cost of \$12,200 in year 2015
- ✦ D Services: Replace Special Cooling System (Walk-in Cooler) at an estimated cost of \$12,200 in year 2015
- ✦ D Services: Replace Special Cooling System (Walk-in Freezer) at an estimated cost of \$12,200 in year 2015
- ✦ D Services: Replace Special Cooling System (Walk-in Freezer) at an estimated cost of \$12,200 in year 2015
- ✦ D Services: Replace Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$139,265 in year 2020
- ✦ D Services: Replace Panelboards - 120/208volts, 100amp at an estimated cost of \$14,030 in year 2015
- ✦ D Services: Replace Recessed Can Light Fixture(s) at an estimated cost of \$32,025 in year 2018
- ✦ G Building Sitework: Crack Repair, Seal Coating and Restriping at the North Parking Lot at an estimated cost of \$21,000 in year 2015
- ✦ G Building Sitework: Replace Concrete Paving - Outer Area at an estimated cost of \$20,496 in year 2015
- ✦ G Building Sitework: Replace Paving and Surfacing at the Delivery Access Area at an estimated cost of \$22,936 in year 2015

#### **KEY FINDINGS - MAIN LIBRARY - 1550 OAK STREET**

- ✦ B Shell: Re-line Interior Leaders and Install Storm Drain Outlets With a Filtration System to Increase the Discharge Flow of Rain Water at an estimated cost of \$18,540 in year 2015
- ✦ B Shell: Removal and Reinstallation of the Solar Array Modules at an estimated cost of \$15,000 in year 2020
- ✦ B Shell: Replace BUR (Built-up Roofing) System at an estimated cost of \$183,537 in year 2020
- ✦ C Interiors: Replace Interior Electronic Door Hardware at an estimated cost of \$29,280 in year 2015
- ✦ C Interiors: Repaint Wall & Ceiling Surfaces at an estimated cost of \$68,075 in year 2022
- ✦ C Interiors: Re-stain / Re-varnish Wood Shutter Ceilings at an estimated cost of \$57,330 in year 2022
- ✦ D Services: Install New Cooling System for Computer Room at an estimated cost of \$25,010 in year 2015
- ✦ D Services: Replace Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$231,800 in year 2020

#### **KEY FINDINGS - 1429 OAK STREET**

- ✦ B Shell: Replace Steel Siding at an estimated cost of \$37,576 in year 2015
- ✦ B Shell: Replace Wood Shingle Siding at an estimated cost of \$14,329 in year 2015
- ✦ B Shell: Replace Wood Window Units - Casement, Double Hung, Vent or Sliding at an estimated cost of \$20,130 in year 2015

#### **KEY FINDINGS - CITY HALL BUILDING**

- ✦ B Shell: Repaint Fire Escape Stair, Gutters and Soffits at an estimated cost of \$11,770 in year 2018
- ✦ B Shell: Apply Hydrophobic Weatherseal to Brick Veneer at an estimated cost of \$34,925 in year 2015
- ✦ B Shell: Apply Hydrophobic Weatherseal to Brick Veneer at an estimated cost of \$34,925 in year 2023



- ✦ B Shell: Overhaul Sliding Sash Windows at an estimated cost of \$40,000 in year 2018
- ✦ B Shell: Replace Perimeter Caulking to Windows - Putty at an estimated cost of \$18,788 in year 2015
- ✦ B Shell: Re-point Mortar Joints with Suitable Mortar at an estimated cost of \$73,320 in year 2015
- ✦ B Shell: Replace BUR (Built-up Roofing) Covering and Install Tapered Insulation at an estimated cost of \$11,256 in year 2015
- ✦ B Shell: Replace Cast Iron Perimeter Gutters & Downspout at an estimated cost of \$16,104 in year 2020
- ✦ B Shell: Replace Standing Seam Metal Panels at an estimated cost of \$122,000 in year 2023
- ✦ C Interiors: Re-paint Walls and Ceilings at an estimated cost of \$64,050 in year 2017
- ✦ C Interiors: Replace Acoustic Ceiling System - Standard at an estimated cost of \$27,879 in year 2017
- ✦ C Interiors: Replace Broadloom Deluxe with Padding at an estimated cost of \$164,456 in year 2020
- ✦ C Interiors: Replace Broadloom Standard without Padding at an estimated cost of \$11,175 in year 2017
- ✦ C Interiors: Replace Grout at Ceramic Floor and Wall Tiles at an estimated cost of \$12,551 in year 2017
- ✦ D Services: Replace Cab Finishes at an estimated cost of \$24,400 in year 2016
- ✦ D Services: Replace Hydraulic Elevator - Standard at an estimated cost of \$164,700 in year 2016
- ✦ D Services: Replace Countertop Single Bowl Kitchen Sink at an estimated cost of \$11,712 in year 2017
- ✦ D Services: Install New Card Access System at an estimated cost of \$61,645 in year 2015
- ✦ D Services: Install New CCTV System at an estimated cost of \$71,920 in year 2015
- ✦ D Services: Replace Exit Light(s) L.E.D at an estimated cost of \$13,481 in year 2020
- ✦ D Services: Replace Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$165,276 in year 2015
- ✦ D Services: Replace Recessed Can Light Fixture(s) at an estimated cost of \$91,500 in year 2017
- ✦ G Building Sitework: Replace Generator Sets, Diesel Engine - 250 kW at an estimated cost of \$78,690 in year 2020

#### **KEY FINDINGS - CITY HALL COMPLEX GARAGE BUILDING**

- ✦ B Shell: Apply Hydrophobic Weatherseal to Brick Veneer and Paint Windows and Doors at an estimated cost of \$12,712 in year 2015
- ✦ B Shell: Apply Hydrophobic Weatherseal to Brick Veneer and Paint Windows and Doors at an estimated cost of \$12,712 in year 2023
- ✦ B Shell: Install a Grate Trench Drain at the Perimeter of the Building at an estimated cost of \$33,750 in year 2015
- ✦ B Shell: Re-point Mortar Joints at an estimated cost of \$72,587 in year 2015
- ✦ B Shell: Replace and Repair Soffits at an estimated cost of \$18,788 in year 2015
- ✦ B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$29,280 in year 2015
- ✦ B Shell: Replace Standing Seam Metal Panels at an estimated cost of \$36,600 in year 2015

#### **KEY FINDINGS - CITY HALL COMPLEX VETERANS BUILDING**

- ✦ B Shell: Encapsulate Exterior Stucco - Reportedly Containing Asbestos at an estimated cost of \$65,912 in year 2015
- ✦ B Shell: Encapsulate Exterior Stucco - Reportedly Containing Asbestos at an estimated cost of \$65,912 in year 2023

- ✦ B Shell: Repair Damaged Stucco, Replace Louver and Remove any Asbestos Containing Material at an estimated cost of \$22,500 in year 2015
- ✦ B Shell: Apply Cold Applied Liquid Membrane to the BUR Covering at an estimated cost of \$72,224 in year 2017
- ✦ B Shell: Replace BUR (Built-up Roofing) System at an estimated cost of \$59,780 in year 2017
- ✦ C Interiors: Asbestos and Lead Abatement and Encapsulation Throughout the Interior of the Building at an estimated cost of \$191,992 in year 2015
- ✦ C Interiors: Encapsulate Asbestos and Lead and Paint and Stain Interiors at an estimated cost of \$174,666 in year 2023
- ✦ C Interiors: Replace Broadloom Deluxe with Padding at an estimated cost of \$20,557 in year 2023
- ✦ C Interiors: Replace Grout at Ceramic Wall Tiles at an estimated cost of \$14,025 in year 2020
- ✦ C Interiors: Replace Grout to Clay and Ceramic Floor Tiles at an estimated cost of \$49,063 in year 2020
- ✦ C Interiors: Replace Laminate Wood Floors at an estimated cost of \$39,150 in year 2020
- ✦ C Interiors: Sand Down Wood Flooring at an estimated cost of \$15,250 in year 2020
- ✦ D Services: Replace Cab Finishes at an estimated cost of \$24,400 in year 2015
- ✦ D Services: Replace Elevator Controls - Motor Controller at an estimated cost of \$51,240 in year 2015
- ✦ D Services: Replace Traction Geared Elevator - Low Rise at an estimated cost of \$305,000 in year 2015
- ✦ D Services: Replace Group Wash Fountain System Semicircular - Industrial at an estimated cost of \$32,696 in year 2020
- ✦ D Services: Install Full HVAC System at an estimated cost of \$425,780 in year 2015
- ✦ D Services: Remove Convactor Heaters and Install Full HVAC System - Cost Included Within HVAC Installation at an estimated cost of \$36,600 in year 2015
- ✦ D Services: Replace Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$190,569 in year 2023
- ✦ D Services: Replace Switchboard - 120/208volts, 2000amp at an estimated cost of \$65,880 in year 2015
- ✦ D Services: Replace Telephone & Data System at an estimated cost of \$38,114 in year 2023
- ✦ D Services: Replace Wiring Systems (Inc. Receptacles & Switches) at an estimated cost of \$23,821 in year 2015
- ✦ G Building Sitework: Replace Asphalt Mill & Overlay including Re-Striping at an estimated cost of \$58,560 in year 2015
- ✦ G Building Sitework: Replace Concrete Pavement at an estimated cost of \$12,144 in year 2015

#### **KEY FINDINGS - HARBOR BAY**

- ✦ G Building Sitework: Replace 12' High Site Lighting at an estimated cost of \$50,600 in year 2015
- ✦ G Building Sitework: Replace Bollard Lighting at an estimated cost of \$21,000 in year 2015

#### **KEY FINDINGS - MARINA VILLAGE**

- ✦ G Building Sitework: Replace Exercise Equipment at an estimated cost of \$5,978 in year 2023
- ✦ G Building Sitework: Replace Park Bench at an estimated cost of \$5,124 in year 2015

#### **KEY FINDINGS - WASHINGTON PARK BUILDING**



- + G Building Sitework: Install New Playground Flooring System at an estimated cost of \$97,500 in year 2018
- + G Building Sitework: Renovate Hard Ball Infield Surface at an estimated cost of \$60,000 in year 2016
- + G Building Sitework: Repaint Exteriors And Interiors- Recreation Building at an estimated cost of \$16,100 in year 2016
- + G Building Sitework: Repair Asphalt Walkways And Resurface at an estimated cost of \$37,200 in year 2020
- + G Building Sitework: Replace Asphalt Mill & Overlay including Re-Striping at an estimated cost of \$58,560 in year 2017
- + G Building Sitework: Replace Asphalt Paving Tennis Court at an estimated cost of \$65,220 in year 2022
- + G Building Sitework: Replace Fiberglass Planks With Aluminum at an estimated cost of \$10,000 in year 2022
- + G Building Sitework: Replace High Site Lighting at an estimated cost of \$315,980 in year 2020

#### **KEY FINDINGS - ANIMAL SHELTER**

- + B Shell: Replace Locking Seam Metal Panels at an estimated cost of \$85,400 in year 2015
- + B Shell: Replace Skylights - Metal Framed / Plastic Glazed at an estimated cost of \$11,712 in year 2015
- + C Interiors: Repaint Interior Walls & Ceiling Surfaces at an estimated cost of \$19,975 in year 2020
- + D Services: Replace Suspended Electric Infrared Radiant Heaters at an estimated cost of \$19,520 in year 2015
- + D Services: Install Building Interior Door / Exterior Door Access Card Access System at an estimated cost of \$20,000 in year 2015
- + E Equipment & Furnishing: Replace Kitchen Cabinet(s) within the Kennel Support Service Room at an estimated cost of \$19,032 in year 2015

#### **KEY FINDINGS - CIVIC CENTER PARKING STRUCTURE**

- + B Shell: Repaint Exterior Wall Surfaces at an estimated cost of \$16,350 in year 2023
- + D Services: Replace Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$448,252 in year 2023

#### **KEY FINDINGS - GARAGE CENTRAL REPAIR BUILDING**

- + B Shell: Replace Rolling Overhead Door(s), Electric at an estimated cost of \$76,860 in year 2018
- + B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$170,663 in year 2018
- + C Interiors: Replace Epoxy Floor Coating at an estimated cost of \$29,280 in year 2015
- + C Interiors: Replace Epoxy Floor Covering at an estimated cost of \$29,280 in year 2022
- + D Services: Install Wet-Pipe Sprinkler System at an estimated cost of \$38,719 in year 2015
- + D Services: Install New CCTV System at an estimated cost of \$18,671 in year 2015
- + D Services: Install New Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$42,666 in year 2015
- + D Services: Replace Switchboard - 120/208volts, 800amp at an estimated cost of \$26,352 in year 2017
- + E Equipment & Furnishing: Replace Kitchen Cabinet(s) at an estimated cost of \$21,960 in year 2015

#### **KEY FINDINGS - MAINTENANCE COVERED GARAGE BUILDING**

- + B Shell: Apply Protective Coating to Metal Panels at an estimated cost of \$11,320 in year 2016



- ✦ B Shell: Replace Rolling Overhead Door(s), Electric at an estimated cost of \$15,738 in year 2018
- ✦ B Shell: Re-point Mortar Joints at an estimated cost of \$73,200 in year 2020
- ✦ B Shell: Replace Lock Seam Metal Panels at an estimated cost of \$243,024 in year 2015
- ✦ D Services: Replace CCTV System at an estimated cost of \$21,265 in year 2015
- ✦ D Services: Replace Exterior Fluorescent Strip Fixture(s) at an estimated cost of \$13,664 in year 2021

#### **KEY FINDINGS - MAINTENANCE SERVICE CENTER BUILDING**

- ✦ B Shell: Install New Canopy at an estimated cost of \$19,520 in year 2015
- ✦ B Shell: Apply Protective Coating to Metal Panels at an estimated cost of \$77,518 in year 2016
- ✦ B Shell: Replace Aluminum Window Units at an estimated cost of \$61,488 in year 2018
- ✦ B Shell: Replace Rolling Overhead Door(s), Electric at an estimated cost of \$15,738 in year 2018
- ✦ B Shell: Replace Single HM Door(s) at an estimated cost of \$20,130 in year 2018
- ✦ B Shell: Re-point Mortar Joints at an estimated cost of \$25,620 in year 2018
- ✦ B Shell: Replace Galvanized Steel Perimeter Gutters & Downspout at an estimated cost of \$14,762 in year 2015
- ✦ B Shell: Replace Locking Seam Metal Panels at an estimated cost of \$521,089 in year 2015
- ✦ C Interiors: Replace Restroom Cubicles at an estimated cost of \$36,600 in year 2024
- ✦ C Interiors: Re-paint Walls, Ceilings and Doors at an estimated cost of \$32,025 in year 2018
- ✦ C Interiors: Replace Grout at Ceramic Floor and Wall Tiles at an estimated cost of \$13,692 in year 2018
- ✦ D Services: Replace Wall Mounted Standard Drinking Fountain (Dual/Bi-Level) at an estimated cost of \$12,688 in year 2015
- ✦ D Services: Install New Card Access System at an estimated cost of \$44,665 in year 2015
- ✦ D Services: Replace CCTV System at an estimated cost of \$52,109 in year 2015
- ✦ D Services: Replace Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$119,106 in year 2017
- ✦ D Services: Replace Fluor. Light 2' x 4' Recess/Surface Mounted Fixture(s) at an estimated cost of \$14,164 in year 2021
- ✦ D Services: Replace Switchboard - 120/208volts, 800amp at an estimated cost of \$26,352 in year 2015
- ✦ E Equipment & Furnishing: Replace Automatic Vehicle Wash and Dryer at an estimated cost of \$103,700 in year 2015
- ✦ E Equipment & Furnishing: Replace Kitchen Cabinet(s) - Deluxe at an estimated cost of \$12,200 in year 2020
- ✦ G Building Sitework: Replace Asphalt Mill & Overlay including Re-Striping at an estimated cost of \$60,024 in year 2016
- ✦ G Building Sitework: Replace Fuel Dispenser(s) at an estimated cost of \$47,580 in year 2017

#### **KEY FINDINGS - BAYPORT RECREATION CENTER**

- ✦ G Building Sitework: Replace Chain Link Galvanized Fence at an estimated cost of \$39,650 in year 2020

#### **KEY FINDINGS - BUILDING 134 GYMNASIUM ALAMEDA POINT**

- ✦ B Shell: Replace Aluminum Window Units at an estimated cost of \$77,689 in year 2015



- ✦ B Shell: Replace Double Aluminum Glazed Door(s) at an estimated cost of \$12,017 in year 2020
- ✦ B Shell: Replace Localized Areas of Missing and Loose Vinyl Siding at an estimated cost of \$24,500 in year 2015
- ✦ B Shell: Replace EPDM Single-ply Membrane - Granular Finish at an estimated cost of \$536,702 in year 2020
- ✦ C Interiors: Replace Ceramic Floor Tiles at an estimated cost of \$19,668 in year 2018
- ✦ C Interiors: Replace Painted Exposed Wood Truss Finishes at an estimated cost of \$45,500 in year 2020
- ✦ C Interiors: Replace Painted GWB Wall & Ceiling Finishes at an estimated cost of \$78,281 in year 2020
- ✦ C Interiors: Replace Rubber Tile at an estimated cost of \$27,809 in year 2018
- ✦ D Services: Replace Wiring Systems (Inc. Receptacles & Switches) at an estimated cost of \$22,326 in year 2015
- ✦ G Building Sitework: Replace Concrete - Aprons / Walkways at an estimated cost of \$58,157 in year 2015

#### **KEY FINDINGS - BUILDING 76 (POOL)**

- ✦ B Shell: Replace Aluminum Window Units at an estimated cost of \$90,181 in year 2015
- ✦ B Shell: Replace Vinyl Siding at an estimated cost of \$145,522 in year 2015
- ✦ B Shell: Replace EPDM Single-ply Membrane - Granular Finish at an estimated cost of \$325,008 in year 2018
- ✦ C Interiors: Replace Ceramic Floor Tile at an estimated cost of \$19,668 in year 2015
- ✦ C Interiors: Replace Ceramic Wall Tiles at an estimated cost of \$36,600 in year 2015
- ✦ D Services: Replace Cold Water Distribution at an estimated cost of \$77,629 in year 2015
- ✦ D Services: Replace Domestic Hot Water Heater - Gas at an estimated cost of \$10,675 in year 2015
- ✦ D Services: Replace Floor Mounted Water Closet(s) at an estimated cost of \$15,976 in year 2015
- ✦ D Services: Replace Pool Hot Water Distribution System - 2 Pipe System at an estimated cost of \$41,480 in year 2015
- ✦ D Services: Replace Wall Hung Lavatories at an estimated cost of \$10,248 in year 2015
- ✦ D Services: Replace Liquid to Liquid Heat Exchanger - Shell & Tube Type (Small) at an estimated cost of \$26,840 in year 2015
- ✦ D Services: Replace Pool Water Steam Boiler at an estimated cost of \$89,670 in year 2015
- ✦ D Services: Replace Steam Condensate Return System at an estimated cost of \$11,956 in year 2015
- ✦ D Services: Replace High Bay Fixture(s) at an estimated cost of \$18,000 in year 2015
- ✦ D Services: Replace Wiring Systems (Inc. Receptacles & Switches) at an estimated cost of \$12,322 in year 2015
- ✦ G Building Sitework: Replace Concrete Apron on East Elevation at an estimated cost of \$40,992 in year 2015

#### **KEY FINDINGS - FRANKLIN PARK**

- ✦ C Interiors: Replace Restroom Cubicles at an estimated cost of \$18,300 in year 2020
- ✦ E Equipment & Furnishing: Replace Floor Mounted Base Cabinet(s) - Standard at an estimated cost of \$21,960 in year 2020
- ✦ G Building Sitework: Install New Playground Flooring Systems at an estimated cost of \$105,000 in year 2020
- ✦ G Building Sitework: Reapply Acrylic Coating System at the Tennis Court Surfaces at an estimated cost of \$17,600 in year 2021

- ✦ G Building Sitework: Renovate Little League Infield Surface at an estimated cost of \$32,000 in year 2018
- ✦ G Building Sitework: Replace Asphalt Paving - Pavement/Walkways at an estimated cost of \$34,160 in year 2015
- ✦ G Building Sitework: Replace Basketball & Hardcourt - Asphalt Paved at an estimated cost of \$47,019 in year 2015
- ✦ G Building Sitework: Replace Chain Link Galvanized Fence - Tennis Court at an estimated cost of \$18,300 in year 2018
- ✦ G Building Sitework: Replace Playground Equipment (2-12 years) at an estimated cost of \$100,000 in year 2020
- ✦ G Building Sitework: Replace Playground Equipment (2-5 years) at an estimated cost of \$60,000 in year 2020
- ✦ G Building Sitework: Replace Pavement Light Fixtures and Poles at an estimated cost of \$34,160 in year 2015
- ✦ G Building Sitework: Replace Tennis Court Light Fixtures and Poles at an estimated cost of \$85,400 in year 2015

#### **KEY FINDINGS - GODFREY PARK**

- ✦ B Shell: Repaint Exterior Previously Painted Areas at the Recreation Building at an estimated cost of \$13,594 in year 2015
- ✦ B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$24,400 in year 2020
- ✦ C Interiors: Replace Restroom Cubicles at an estimated cost of \$18,300 in year 2017
- ✦ D Services: Replace Cold Water Distribution System at an estimated cost of \$24,400 in year 2017
- ✦ D Services: Replace Sanitary Water System at an estimated cost of \$24,400 in year 2017
- ✦ D Services: Replace Wiring Systems (Inc. Receptacles & Switches) at an estimated cost of \$24,400 in year 2022
- ✦ E Equipment & Furnishing: Replace Floor Mounted Base Cabinet(s) - Standard at an estimated cost of \$10,248 in year 2017
- ✦ G Building Sitework: Apply Acrylic Coating System at the Basketball Surfaces at an estimated cost of \$30,420 in year 2016
- ✦ G Building Sitework: Install New Playground Equipment (2-12 years) at an estimated cost of \$105,000 in year 2016
- ✦ G Building Sitework: Install New Playground Equipment (2-5 years) at an estimated cost of \$60,000 in year 2016
- ✦ G Building Sitework: Install New Playground Flooring System at an estimated cost of \$90,000 in year 2016
- ✦ G Building Sitework: Remove Existing Play Surface and Replace with Concrete Paving along with Grass where Required at the North-East side of the Recreation Building at an estimated cost of \$45,000 in year 2016
- ✦ G Building Sitework: Renovate Hard Ball Infield Surface at an estimated cost of \$40,000 in year 2018
- ✦ G Building Sitework: Replace Asphalt Paving - Basketball Court at an estimated cost of \$47,580 in year 2016
- ✦ G Building Sitework: Replace Asphalt Paving - Pavement/Walkways at an estimated cost of \$20,740 in year 2016
- ✦ G Building Sitework: Replace Complete Irrigation System at an estimated cost of \$206,241 in year 2022
- ✦ G Building Sitework: Replace Concrete Paving - Pavement/Walkways at Recreation Building at an estimated cost of \$98,820 in year 2016

#### **KEY FINDINGS - KRUSI PARK BUILDING**

- ✦ G Building Sitework: Replace Asphalt Paving - Pavement/Walkways at an estimated cost of \$42,944 in year 2015
- ✦ G Building Sitework: Replace Asphalt Paving Tennis Court at an estimated cost of \$74,538 in year 2017
- ✦ G Building Sitework: Replace Chain Link Galvanized Fence at an estimated cost of \$134,200 in year 2018



- ✦ G Building Sitework: Replace Miscellaneous Structures- Gardner Shed at an estimated cost of \$11,590 in year 2015
- ✦ G Building Sitework: Replace Playground Equipment (2-12 years) at an estimated cost of \$128,100 in year 2018
- ✦ G Building Sitework: Replace Restrooms / Maintenance at an estimated cost of \$54,900 in year 2015
- ✦ G Building Sitework: Replace Swing Set (Belt Seat Type) at an estimated cost of \$12,810 in year 2018
- ✦ G Building Sitework: Replace 30' High Site Lighting at an estimated cost of \$51,240 in year 2015

#### KEY FINDINGS - LEYDECKER PARK

- ✦ B Shell: Consult With a Structural Engineer Over Moisture penetration to Primary Structural Beams and Preventative Maintenance Requirements at an estimated cost of \$18,000 in year 2015
- ✦ B Shell: Replace Aluminum Window Units at an estimated cost of \$37,542 in year 2018
- ✦ B Shell: Replace Single Aluminum Glazed Door(s) at an estimated cost of \$25,254 in year 2018
- ✦ C Interiors: Replace Restroom Cubicles at an estimated cost of \$18,300 in year 2018
- ✦ C Interiors: Replace Wainscot at an estimated cost of \$79,514 in year 2023
- ✦ D Services: Replace Fluor. Light 4' Suspended Light Fixture(s) at an estimated cost of \$21,246 in year 2020
- ✦ E Equipment & Furnishing: Replace Floor Mounted Base Cabinet(s) - Standard at an estimated cost of \$49,776 in year 2020
- ✦ G Building Sitework: Crack Repair, Seal Coating and Restriping to Parking Lot at an estimated cost of \$13,574 in year 2016
- ✦ G Building Sitework: Install New Playground Flooring System at an estimated cost of \$40,500 in year 2021
- ✦ G Building Sitework: Remove the Wood and Landscape Steps and Replace With a New Landscaped Area. at an estimated cost of \$20,000 in year 2018
- ✦ G Building Sitework: Renovate Softball Infield Surface at an estimated cost of \$160,000 in year 2015
- ✦ G Building Sitework: Replace Complete Irrigation System at an estimated cost of \$11,785 in year 2016
- ✦ G Building Sitework: Replace Playground Equipment (2-12 years) at an estimated cost of \$100,000 in year 2021
- ✦ G Building Sitework: Replace Site Lighting - Pavements at an estimated cost of \$33,550 in year 2015
- ✦ G Building Sitework: Replace Site Lighting - Tennis Court at an estimated cost of \$58,560 in year 2020

#### KEY FINDINGS - LINCOLN PARK

- ✦ B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$47,580 in year 2017
- ✦ C Interiors: Replace Restroom Cubicles at an estimated cost of \$30,500 in year 2017
- ✦ C Interiors: Repaint Interior Wall and Ceiling Surfaces at the Recreation Building at an estimated cost of \$17,500 in year 2017
- ✦ C Interiors: Replace Vinyl Floor Tile at an estimated cost of \$13,542 in year 2017
- ✦ D Services: Replace Exterior Roof Mounted Duct Work at an estimated cost of \$24,400 in year 2017
- ✦ E Equipment & Furnishing: Replace Exterior Floor Mounted BBQ Areas/Units at an estimated cost of \$29,280 in year 2016
- ✦ E Equipment & Furnishing: Replace Floor Mounted Base Cabinet(s) - Standard at an estimated cost of \$32,940 in year 2017
- ✦ G Building Sitework: Apply Acrylic Coating System at the Hand Ball Court, Hardcourt Area and Basketball Court Surfaces at an



estimated cost of \$12,740 in year 2015

- ✦ G Building Sitework: Install New Playground Flooring System at an estimated cost of \$97,500 in year 2018
- ✦ G Building Sitework: Reapply Acrylic Coating System at the Hand Ball Court, Hardcourt Area and Basketball Court Surfaces at an estimated cost of \$12,740 in year 2023
- ✦ G Building Sitework: Renovate Hard Ball Infield Surface at an estimated cost of \$40,000 in year 2017
- ✦ G Building Sitework: Replace Arbor/Trellis Structures at Recreation Building at an estimated cost of \$26,840 in year 2016
- ✦ G Building Sitework: Replace Asphalt Parking Lot at an estimated cost of \$21,960 in year 2015
- ✦ G Building Sitework: Replace Asphalt Paving - Basketball Court at an estimated cost of \$19,764 in year 2015
- ✦ G Building Sitework: Replace Asphalt Paving - Hand Ball Court at an estimated cost of \$10,980 in year 2015
- ✦ G Building Sitework: Replace Asphalt Paving - Pavement/Walkways at an estimated cost of \$35,624 in year 2017
- ✦ G Building Sitework: Replace Asphalt Paving - Tennis Court(s) at an estimated cost of \$29,280 in year 2015
- ✦ G Building Sitework: Replace Asphalt Roadway at an estimated cost of \$45,872 in year 2015
- ✦ G Building Sitework: Replace Chain Link Galvanized Fence - Boundary line at an estimated cost of \$292,800 in year 2017
- ✦ G Building Sitework: Replace Chain Link Galvanized Fence - Tennis Court at an estimated cost of \$43,920 in year 2017
- ✦ G Building Sitework: Replace Complete Irrigation System Throughout Grassed Areas at an estimated cost of \$338,123 in year 2017
- ✦ G Building Sitework: Replace Concrete Paving - Pavement/Walkways at an estimated cost of \$10,120 in year 2017
- ✦ G Building Sitework: Replace Playground Equipment (2-12 years) at an estimated cost of \$105,000 in year 2018
- ✦ G Building Sitework: Replace Playground Equipment (2-5 years) at an estimated cost of \$60,000 in year 2018
- ✦ G Building Sitework: Replace Site Furnishings - Bleachers at an estimated cost of \$73,200 in year 2016
- ✦ G Building Sitework: Replace Site Furnishings - Outdoor Fitness Equipment at an estimated cost of \$20,130 in year 2023
- ✦ G Building Sitework: Replace Site Furnishings - Wood Seating at Recreation Building at an estimated cost of \$12,200 in year 2016
- ✦ G Building Sitework: Replace Steel Fence at High Street Side of Park at an estimated cost of \$87,840 in year 2017
- ✦ G Building Sitework: Replace Swing Set (Belt Seat Type) at an estimated cost of \$12,810 in year 2018
- ✦ G Building Sitework: Replenish and Compact Decomposed Granite Walkways at an estimated cost of \$120,000 in year 2018
- ✦ G Building Sitework: Replenish and Compact Decomposed Granite Walkways at an estimated cost of \$60,000 in year 2015
- ✦ G Building Sitework: Replace Pole Lighting - Pavements at an estimated cost of \$61,732 in year 2015

#### **KEY FINDINGS - LITTLEJOHN PARK**

- ✦ B Shell: Replace Single Solid Core Wood Door(s) at an estimated cost of \$10,248 in year 2017
- ✦ D Services: Replace Panelboard - 120/240volts, 400 amp at an estimated cost of \$12,200 in year 2015
- ✦ E Equipment & Furnishing: Replace Floor Mounted Base Cabinet(s) - Standard at an estimated cost of \$11,712 in year 2020
- ✦ G Building Sitework: Install New Drainage Measures to Playground Area at an estimated cost of \$25,000 in year 2017



- ✦ G Building Sitework: Install New Playground Flooring System at an estimated cost of \$72,150 in year 2017
- ✦ G Building Sitework: Renovate Little League Infield Surface at an estimated cost of \$48,000 in year 2016
- ✦ G Building Sitework: Replace Asphalt Paving - Basketball Court at an estimated cost of \$31,952 in year 2018
- ✦ G Building Sitework: Replace Asphalt Paving - Pavement/Walkways at an estimated cost of \$53,680 in year 2018
- ✦ G Building Sitework: Replace Complete Irrigation System at an estimated cost of \$80,813 in year 2016
- ✦ G Building Sitework: Replace Playground Equipment (2-12 years) at an estimated cost of \$100,000 in year 2017
- ✦ G Building Sitework: Replace Playground Equipment (2-5 years) at an estimated cost of \$60,000 in year 2017
- ✦ G Building Sitework: Replace 20' High Site Lighting - Pavements at an estimated cost of \$46,970 in year 2020

#### **KEY FINDINGS - LONGFELLOW PARK**

- ✦ G Building Sitework: Install New Playground Flooring Systems at an estimated cost of \$63,000 in year 2015
- ✦ G Building Sitework: Re-apply Acrylic Coating System to Basketball and Hardcourt Surfaces at an estimated cost of \$12,285 in year 2023
- ✦ G Building Sitework: Replace Asphalt Paving - Basketball/Handball/Hard Court Areas at an estimated cost of \$38,430 in year 2015
- ✦ G Building Sitework: Replace Playground Equipment (2-12 years) at an estimated cost of \$105,000 in year 2015
- ✦ G Building Sitework: Replace Tennis Court Light Fixtures and Poles at an estimated cost of \$17,080 in year 2017

#### **KEY FINDINGS - MASTICK SENIOR CENTER**

- ✦ B Shell: Repaint Exterior Wall Surfaces at an estimated cost of \$47,442 in year 2015
- ✦ B Shell: Replace Wood Window Units - Casement, Double Hung, Vent or Sliding at an estimated cost of \$250,910 in year 2017
- ✦ B Shell: Paint Exterior Soffits at an estimated cost of \$13,694 in year 2015
- ✦ B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$383,600 in year 2015
- ✦ B Shell: Replace Painted Galvanized Steel at an estimated cost of \$21,600 in year 2015
- ✦ C Interiors: Replace Broadloom Standard without Padding at an estimated cost of \$10,763 in year 2016
- ✦ C Interiors: Replace Painted Finish - Standard at an estimated cost of \$31,103 in year 2020
- ✦ C Interiors: Replace Vinyl Tile at an estimated cost of \$24,681 in year 2024
- ✦ C Interiors: Replace Wall Paper - Standard at an estimated cost of \$10,920 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat Unit 11 at an estimated cost of \$18,300 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat Unit 13 at an estimated cost of \$12,200 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat Unit 5 at an estimated cost of \$12,200 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat Unit 9 at an estimated cost of \$18,300 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat, 10 Tons Unit 3 at an estimated cost of \$24,400 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat, 5 Tons Unit 1 at an estimated cost of \$12,200 in year 2016



- ✦ D Services: Replace Packaged Rooftop A/C With Heat, 5 Tons Unit 2 at an estimated cost of \$12,200 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat, 6 Tons Unit 12 at an estimated cost of \$14,640 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat, 7.5 Tons Unit 10 at an estimated cost of \$18,300 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat, 7.5 Tons Unit 14 at an estimated cost of \$18,300 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat, 7.5 Tons Unit 15 at an estimated cost of \$18,300 in year 2016
- ✦ D Services: Replace Packaged Rooftop A/C With Heat, 7.5 Tons Unit 4 at an estimated cost of \$18,300 in year 2016
- ✦ D Services: Replace Recessed Soffit Light Fixture(s) at an estimated cost of \$10,000 in year 2016
- ✦ D Services: Replace Telephone & Data System at an estimated cost of \$30,688 in year 2024

#### **KEY FINDINGS - MCKINLEY PARK RECREATION CENTER**

- ✦ G Building Sitework: Repaint Exterior Wall Surfaces at an estimated cost of \$18,200 in year 2015
- ✦ G Building Sitework: Replace Asphalt Paving - Pavement/Walkways at an estimated cost of \$15,445 in year 2015

#### **KEY FINDINGS - RECREATION PARK ADMIN BUILDING**

- ✦ B Shell: Replace Single Pane French Style Wood Windows with Dual Pane Windows. at an estimated cost of \$32,782 in year 2016
- ✦ B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$42,000 in year 2017
- ✦ B Shell: Replace Skylight - Glass at an estimated cost of \$13,200 in year 2017
- ✦ C Interiors: Repaint Interior Walls at an estimated cost of \$16,538 in year 2020
- ✦ C Interiors: Replace Broadloom Standard without Padding at an estimated cost of \$11,633 in year 2016
- ✦ D Services: Upgrade Interior Lighting to T8 Fixtures at an estimated cost of \$31,440 in year 2015
- ✦ G Building Sitework: Replace Concrete Pavement with Asphalt System at an estimated cost of \$14,429 in year 2018

#### **KEY FINDINGS - TILLMAN PARK**

- ✦ C Interiors: Replace Restroom Cubicles at an estimated cost of \$18,275 in year 2022
- ✦ E Equipment & Furnishing: Replace Floor Mounted Base Cabinet(s) - Standard at an estimated cost of \$21,929 in year 2020
- ✦ G Building Sitework: Install New Playground Flooring System at an estimated cost of \$64,500 in year 2018
- ✦ G Building Sitework: Renovate Little League Infield Surface at an estimated cost of \$32,000 in year 2017
- ✦ G Building Sitework: Replace Playground Equipment (2-12 years) at an estimated cost of \$100,000 in year 2018
- ✦ G Building Sitework: Replace Playground Equipment (2-5 years) at an estimated cost of \$60,000 in year 2018

#### **KEY FINDINGS - WOODSTOCK PARK**

- ✦ B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$28,670 in year 2020
- ✦ C Interiors: Replace Restroom Cubicles at an estimated cost of \$18,300 in year 2020
- ✦ E Equipment & Furnishing: Replace Floor Mounted Base Cabinet(s) - Standard at an estimated cost of \$13,176 in year 2020



- ✦ G Building Sitework: Install New Playground Flooring System at an estimated cost of \$117,000 in year 2017
- ✦ G Building Sitework: Install New Playground Flooring System at an estimated cost of \$102,195 in year 2017
- ✦ G Building Sitework: Renovate Softball Infield Surface at an estimated cost of \$48,000 in year 2015
- ✦ G Building Sitework: Replace Asphalt Parking Lot at an estimated cost of \$57,340 in year 2020
- ✦ G Building Sitework: Replace Asphalt Paving - Pavement/Walkways at an estimated cost of \$65,880 in year 2020
- ✦ G Building Sitework: Replace Playground Equipment (2-12 years) at an estimated cost of \$100,000 in year 2017
- ✦ G Building Sitework: Replace Playground Equipment (2-5 years) at an estimated cost of \$60,000 in year 2017
- ✦ G Building Sitework: Replace Swing Set (Belt Type Seat) at an estimated cost of \$12,810 in year 2018
- ✦ G Building Sitework: Replace Pole Lighting - Pavements at an estimated cost of \$22,448 in year 2016
- ✦ G Building Sitework: Replace Pole Lighting - Softball Field at an estimated cost of \$122,000 in year 2020

#### **KEY FINDINGS - BUILDING 522 TRAINING CENTER - ALAMEDA POINT**

- ✦ C Interiors: Replace Sheet Carpet at an estimated cost of \$93,203 in year 2021
- ✦ D Services: Replace Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$10,496 in year 2023

#### **KEY FINDINGS - FIRE STATION #1 - 1300 PARK STREET**

- ✦ A Substructure: Initial Slab Monitoring and Allowance For Underpinning at an estimated cost of \$30,000 in year 2015
- ✦ B Shell: Replace Aluminum Window Units - Fixed or Single Hung at an estimated cost of \$16,250 in year 2020
- ✦ B Shell: Replace Glazed Aluminum Framed with Swing Door(s) at an estimated cost of \$16,104 in year 2020
- ✦ B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$155,452 in year 2018
- ✦ C Interiors: Replace Restroom Cubicles at an estimated cost of \$24,400 in year 2020
- ✦ C Interiors: Repaint Interior Walls and Ceilings at an estimated cost of \$35,000 in year 2020
- ✦ C Interiors: Replace Carpet with Sheet Vinyl in the Changing Areas and Carpet Tiles with the Administration Area at an estimated cost of \$10,058 in year 2015
- ✦ C Interiors: Replace Grout at Ceramic Floor and Wall Tiles at an estimated cost of \$24,310 in year 2020
- ✦ D Services: Install a Fire Suppression System at an estimated cost of \$56,429 in year 2015
- ✦ D Services: Replace Card Access System at an estimated cost of \$23,318 in year 2015
- ✦ D Services: Replace CCTV System at an estimated cost of \$27,204 in year 2020
- ✦ D Services: Replace Switchboard - 120/208volts, 400amp at an estimated cost of \$13,176 in year 2016
- ✦ D Services: Replace Telephone & Data System at an estimated cost of \$12,436 in year 2024
- ✦ G Building Sitework: Replace Asphalt Mill & Overlay including Re-Striping at an estimated cost of \$29,280 in year 2017
- ✦ G Building Sitework: Replace Concrete Pavement - Repair at an estimated cost of \$41,334 in year 2020
- ✦ G Building Sitework: Replace Generator Sets, Diesel Engine - 124 kW at an estimated cost of \$55,671 in year 2016



**KEY FINDINGS - FIRE STATION 02 - 635 PACIFIC AVENUE**

- + A Substructure: Initial Slab Monitoring and Allowance For Underpinning at an estimated cost of \$30,000 in year 2015
- + B Shell: Repaint All Exterior Previously Painted Surfaces and Seal Metal Capping Joints at an estimated cost of \$19,250 in year 2016
- + B Shell: Replace BUR (Built-up Roofing) System at an estimated cost of \$79,849 in year 2020
- + C Interiors: Replace Restroom Cubicles at an estimated cost of \$18,300 in year 2021
- + C Interiors: Repaint Interior Walls, Doors and Ceilings at an estimated cost of \$26,250 in year 2021
- + C Interiors: Replace Carpet with Vinyl Composite Tile Flooring at an estimated cost of \$14,640 in year 2015
- + C Interiors: Replace Ceramic Wall Tiles at an estimated cost of \$25,620 in year 2021
- + C Interiors: Replace Grout at Ceramic Wall Tile at an estimated cost of \$13,090 in year 2015
- + D Services: Replace Wet-Pipe Sprinkler System at an estimated cost of \$24,689 in year 2015
- + D Services: Replace Switchboard - 120/208volts, 600amp at an estimated cost of \$19,764 in year 2021
- + G Building Sitework: Install Aco Drains Linked to Surface Water Drain or Soak Away. Break out Sinking Sections and Repair Cracks at an estimated cost of \$30,000 in year 2015
- + G Building Sitework: Install New Security Gates to Driveways and Security Access System at an estimated cost of \$40,000 in year 2015
- + G Building Sitework: Replace Generator Sets, Diesel Engine - 30 kW at an estimated cost of \$29,719 in year 2017

**KEY FINDINGS - FIRE STATION 02 - GARAGE BUILDING**

- + B Shell: Replace BUR (Built-up Roofing) System at an estimated cost of \$14,364 in year 2020

**KEY FINDINGS - FIRE STATION 02 - PAINT SHED BUILDING**

- + B Shell: Repaint Exterior Wall, Wood Surfaces and Seal Metal Capping Joints at an estimated cost of \$1,050 in year 2016
- + B Shell: Replace BUR (Built-up Roofing) System at an estimated cost of \$1,093 in year 2020

**KEY FINDINGS - FIRE STATION 04 - 2595 MECARTNEY ROAD**

- + B Shell: Repaint Exterior Wall Surfaces at an estimated cost of \$20,304 in year 2023
- + B Shell: Replace Aluminum Window Units - Fixed or Single Hung at an estimated cost of \$57,096 in year 2022
- + B Shell: Replace Glazed Aluminum Framed with Swing Door(s) at an estimated cost of \$60,390 in year 2022
- + B Shell: Replace Batten Seam Metal Panels at an estimated cost of \$136,640 in year 2022
- + B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$85,400 in year 2018
- + C Interiors: Repaint Walls and Ceilings at an estimated cost of \$43,750 in year 2020
- + D Services: Replace Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$54,822 in year 2024
- + D Services: Replace Fluor. Light 2' x 4' Recess/Surface Mounted Fixture(s) at an estimated cost of \$54,822 in year 2018
- + D Services: Replace Switchboard - 277/480volts, 600amp at an estimated cost of \$19,764 in year 2022



- + G Building Sitework: Install Security Gate and Security Fencing at an estimated cost of \$40,856 in year 2015
- + G Building Sitework: Replace Generator Sets, Diesel Engine - 50 kW at an estimated cost of \$36,783 in year 2022

#### **KEY FINDINGS - FIRESTATION 05 & BLDG 6**

- + B Shell: Repaint Exterior Wall Surfaces at an estimated cost of \$88,722 in year 2015
- + B Shell: Replace Rolling Overhead Doors at an estimated cost of \$45,360 in year 2015
- + B Shell: Replace Single Exterior Doors at an estimated cost of \$12,000 in year 2015
- + B Shell: Replace Steel Window Units at an estimated cost of \$102,500 in year 2015
- + B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$351,100 in year 2015
- + C Interiors: Replace Acoustic Ceiling System - Standard at an estimated cost of \$19,779 in year 2015
- + C Interiors: Replace Broadloom Standard without Padding at an estimated cost of \$18,091 in year 2016
- + C Interiors: Replace Painted Finish - Standard at an estimated cost of \$159,740 in year 2015
- + D Services: Install Fire Alarm System (Full System Inc. Panel) at an estimated cost of \$150,440 in year 2015
- + D Services: Replace Interior Light Fixtures - Fluorescent at an estimated cost of \$150,440 in year 2016
- + D Services: Replace Switchboard - 277/480volts, 1200amp at an estimated cost of \$38,400 in year 2015
- + D Services: Replace Telephone & Data System at an estimated cost of \$30,088 in year 2016
- + D Services: Replace Wiring Systems (Inc. Receptacles & Switches) at an estimated cost of \$18,805 in year 2016
- + G Building Sitework: Replace Generator Sets, Diesel Engine - 200 to 1000 kW at an estimated cost of \$77,400 in year 2020

#### **KEY FINDINGS - POLICE STATION 1555 OAK STREET**

- + B Shell: Replace Single Aluminum Glazed Door(s) at an estimated cost of \$12,627 in year 2018
- + B Shell: Replace BUR (Built-up Roofing) Covering at an estimated cost of \$214,622 in year 2017
- + B Shell: Replace Sloped Glazed Assemblies at an estimated cost of \$30,256 in year 2017
- + C Interiors: Repaint Interior Wall and Ceiling Surfaces at an estimated cost of \$22,400 in year 2020
- + C Interiors: Replace Seal Floor Coating at an estimated cost of \$44,330 in year 2018
- + C Interiors: Replace Soiled and Damaged Carpet at an estimated cost of \$59,229 in year 2015
- + C Interiors: Replace Suspended Acoustic Ceiling Tiles at an estimated cost of \$70,741 in year 2015
- + D Services: Overhaul Boiler (Remove/repair burner blower, bearings mortar, fireye, ignition transformer, electrode, gas regulator, auto gas valve, solenoid valve and controls) at an estimated cost of \$10,000 in year 2015
- + D Services: Overhaul Three AHUs Inner Equip (remove/replace fan bearings, remove/replace fan motor with a more efficient motor and replace the water coil if required) at an estimated cost of \$13,500 in year 2015
- + D Services: Replace Fuel Dispenser(s) at an estimated cost of \$12,810 in year 2020
- + D Services: Replace Clean Agent Systems at an estimated cost of \$22,570 in year 2015
- + D Services: Install Building Interior Door / Exterior Door and Gate Access Card Access System at an estimated cost of \$64,387 in

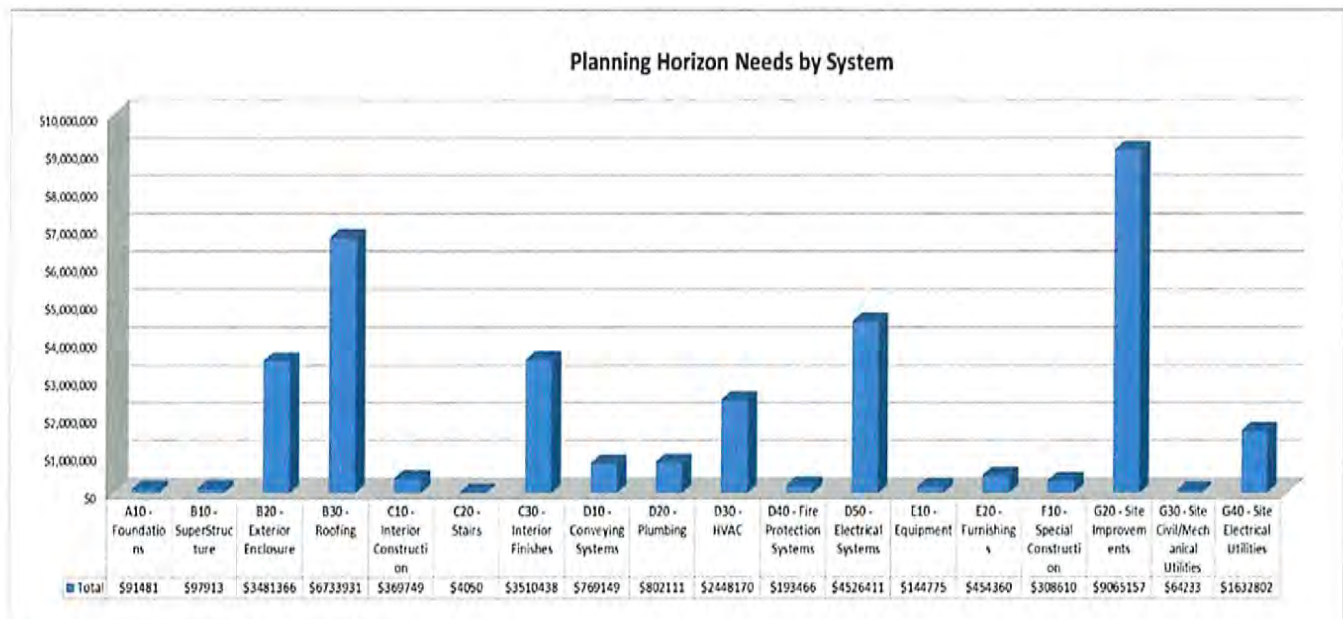


year 2015

- + D Services: Replace Motor Control Center - 120/208volts, 600amp at an estimated cost of \$23,424 in year 2015
- + D Services: Replace Motor Control Center - 120/208volts, 600amp at an estimated cost of \$23,424 in year 2015
- + D Services: Replace Motor Control Center - 120/208volts, 600amp at an estimated cost of \$23,424 in year 2015
- + D Services: Replace Panelboard - 120/208volts, 600amp at an estimated cost of \$14,640 in year 2015
- + D Services: Replace Panelboard - 120/208volts, 600amp at an estimated cost of \$14,640 in year 2015
- + D Services: Replace Switchboard - 120/208volts, 1200amp at an estimated cost of \$39,528 in year 2015
- + D Services: Replace Switchboard - 120/208volts, 1200amp at an estimated cost of \$39,528 in year 2015

### DISTRIBUTION OF CAPITAL NEEDS BY BUILDING SYSTEM OVER 10 YEAR STUDY PERIOD

The below chart shows the distribution of expenditure by building system with Exterior Enclosure, Roofing, Interior Finishes, HVAC, Electrical Systems, and Site Improvements being the highest building system spend area over the study period.

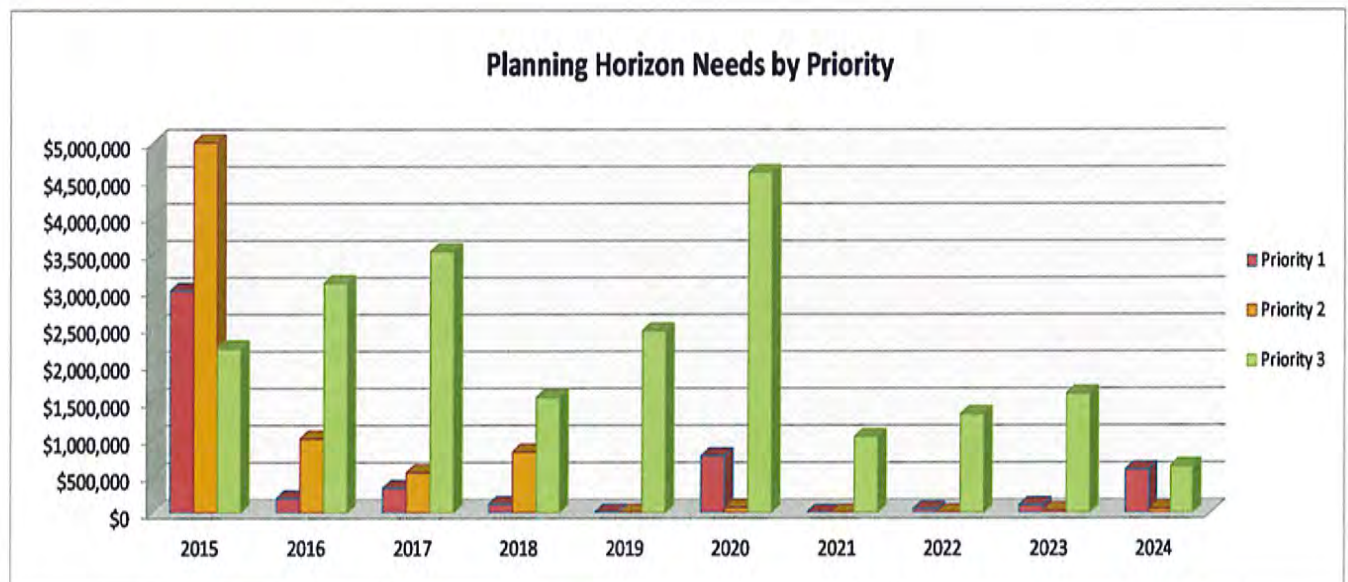




### NEEDS SORTED BY PRIORITIZATION OF WORK

Faithful+Gould has prioritized the identified work in order to assist with analyzing the deficiencies found during the assessment. The baseline prioritization model is not just based on replacement year or criticality but uses four key data attributes to build an overall importance metric for every recommendation: System type, the cause or nature of the issue, timing and building mission incorporated into the model with relative weighting to provide an overall priority score. Priority categories are shown below:

<b>Priority 1</b> <b>Currently Critical</b>	<ul style="list-style-type: none"> <li>Systems requiring immediate action that have failed, compromises staff or public safety or requires to be upgraded to comply with current codes and accessibility</li> </ul>
<b>Priority 2</b> <b>Potentially Critical:</b>	<ul style="list-style-type: none"> <li>A system or component is nearing end of useful life, if not addressed will cause additional deterioration and added repair costs</li> </ul>
<b>Priority 3</b> <b>Necessary / Not Critical:</b>	<ul style="list-style-type: none"> <li>Lifecycle replacements necessary but not critical or mid-term future replacements to maintain the integrity of the facility or component</li> </ul>



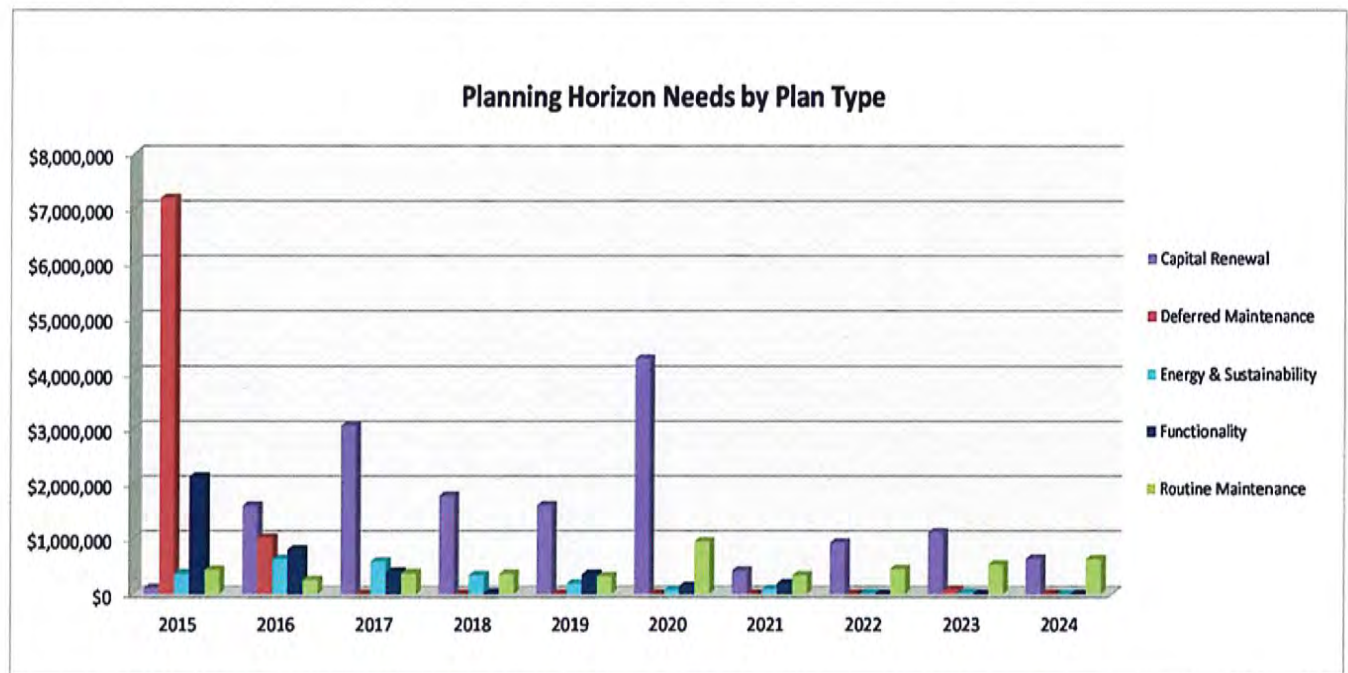
### NEEDS SORTED BY PLAN TYPE

Faithful+Gould has prioritized the identified work according to the Plan Type or deficiency categories in order to assist with analyzing the deficiencies found during the assessment.

The following Plan Types are shown below:

<b>Plan Type 1</b> Deferred Maintenance	• Maintenance that was not performed when it was scheduled or past its useful life resulting in immediate repair or replacement
<b>Plan Type 2</b> Routine Maintenance	• Maintenance that is planned and performed on a routine basis to maintain and preserve the condition
<b>Plan Type 3</b> Capital Renewal	• Planned replacement of building systems that have or will reach the end of their useful life
<b>Plan Type 4</b> Energy & Sustainability	• When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance
<b>Plan Type 5</b> Functionality	• Projects identified to improve the functionality of the facility

The chart below illustrates the breakdown of expenditure according to the Plan Type or deficiency categories providing an opportunity to strategically plan and effectively direct funding. As can be observed from the chart below Deferred Maintenance I is the highest expenditure during the study period.





## CONCLUSION

The City of Alameda has thirty-five buildings located across the city. The ten year study found there is a total of \$34,698,173 required over the study period. There is an immediate capital need of \$10,216,812 with a total of \$24,481,360 capital needs from years 2 to 10 of the study period.

The most pertinent expenditure area of spend over the study period is site improvements with \$6,714,931 being required over the study period. The study found that \$7,189,047 is required in the first year of the study period under deferred maintenance, with an anticipated capital Renewal spend being \$15,487,076 over the study period.

There is \$5,149,174 rated as priority 1 currently critical spend which is for systems which have currently failed, compromise staff or public safety, or requires upgrade to comply with current code or accessibility. There is \$7,495,538 rated as priority 2 potential critical spend which is a system or component which is nearing end of useful life, if not addressed will cause additional deterioration and added repair costs.

The City of Alameda has 38 facilities which are currently rated as in poor through good conditions; 20 are rated in good, 4 are rated as fair, and 14 are rated as poor. The City of Alameda as a whole has a current FCI rating of 5.46%, this being in Fair condition. In year 10 of the study period the condition ratings will change if there is no capital investment, 2 buildings will be rated as good, 3 will be rated as fair, 27 will be rated as poor, and 6 will be rated as very poor. The overall FCI rating in year 10 will increase to 18.54% if there is no investment over the study period, which results as the facilities being in poor condition.

The impact of the current funding level of \$750,000 per year on the accumulative yearly need over the ten year study period will result in year 1 will having an unfunded current deferred maintenance need of \$9,466,812. This unfunded need will grow over the next 10-years to over \$27 million of unfunded need.

A comparison if also made with the Facility Condition index and how the current funding level will impact the condition rating. We see that the facilities will go from a current 7% Fair condition and deteriorate over time to a citywide condition index score of 20% Poor condition.