



BURLINGAME CITY COUNCIL
Approved Minutes
Special Meeting – Study Session on November 4, 2020

1. CALL TO ORDER

A duly noticed meeting of the Burlingame City Council was held on the above date online at 6:20 p.m.

2. STUDY SESSION

a. DISCUSSION OF PROPOSED DEVELOPMENT AGREEMENT TERMS FOR THE 220 PARK ROAD (FORMER POST OFFICE) PROJECT

City Manager Goldman stated that the study session was to discuss the proposed development agreement terms for 220 Park Road, the former Post Office. She explained that the Sares Regis Group submitted an application for the redevelopment and restoration of portions of the existing Post Office building and construction of a new six-story office project with ground floor retail and two levels of underground parking at 220 Park Road. She noted that the underground garage would extend under City Parking Lot E. She added that the project includes 11,915 square feet of retail uses on the ground floor, 140,000 square feet of office on the floors above, and 280 parking spaces.

City Manager Goldman stated that staff has regularly met with Sares Regis and their development partner Dostart Development to negotiate the terms of the development agreement. She noted that the draft term sheet is attached to the staff report.

CDD Gardiner explained that currently there are three things are underway in connection with the Post Office project and the Town Square.

1. The Council is reviewing the draft terms of the development agreement with Sares Regis
2. The Planning Commission is reviewing the Post Office development project
3. The City has contracted with Urban Field Studio for the Town Square project, and they are currently working on public outreach.

Sares Regis President Dave Hopkins discussed his group's excitement for the project and described it as a once-in-a-lifetime project for a developer.

Sares Regis representative Andrew Turco began by explaining the complexity of the project. He noted that the project encapsulates two adjacent properties with different property owners. He stated that so much of

the success of both projects (redeveloping the Post Office lot and creating a Town Square on Lot E) rely on working together. He stated that the project has the added complication of the need to preserve the historic front of the Post Office.

Mr. Turco stated that in creating the development agreement, the group began to feel like there were several different agreements that needed to be organized and consolidated. He explained that the development agreement provides milestones for coordination between the Town Square and Post Office projects, creates certainty, and incentivizes progress.

Mr. Turco reviewed the meetings that Sares Regis has had with the City including:

- City Council Study Session 1 (February 2020)
- City Council Study Session 2 (March 2020)
- Special Joint City Council-Planning Commission Study Session (May 2020)
- Planning Commission – CEQA Scoping (July 2020)
- Community Open House (September 2020)
- City Council Study Session 3 (November 2020)

Mr. Turco noted that the future meetings are as follows:

- CEQA Published (November 2020)
- Planning Commission – Project Hearing (November 2020)
- City Council – Development Agreement Hearing (December 2020)
- City Council – 2nd Reading (January 2020)

Mr. Turco stated that the draft term sheet covers six main items:

1. Form of Agreement
2. Milestone Schedule
3. Shared Parking
4. Town Square Contributions
5. Interim Use and Maintenance of Property
6. Temporary Staging for Historic Preservation and Construction

Mr. Turco reviewed the terms regarding shared parking. He explained that the development agreement provides that there would be 275 parking spaces for public use on evenings and weekends. He displayed a drawing of the underground garage. He noted a highlighted area that represented the area under Lot E. He stated that in exchange for the City allowing the project to utilize the space under Lot E, Sares Regis would allow the public to utilize the underground garage on nights and weekends.

Vice Mayor O'Brien Keighran asked what time the public would be able to use the garage on weeknights. Mr. Turco stated that Sares Regis provided the City with its agreement with Redwood City as a sample. In that agreement, the public was allowed to use the parking spaces from 5:00 p.m. to 10:00 p.m. weekdays and all-day on weekends.

Vice Mayor O'Brien Keighran asked whether the public would be able to use the underground garage on holidays. Mr. Turco replied in the affirmative.

Mr. Turco next reviewed the terms regarding the Town Square contribution. He stated that Sares Regis believes that the success of the Town Square is essential to activating the retail along the edge of the building. He explained that Sares Regis proposes providing a \$2 million contribution to the City to be used for the Town Square project. He stated that this number was based off of their review of other town squares and initial figures.

Mr. Turco explained that Sares Regis knows how important it is to the City that both projects move forward. Therefore, the term sheet includes a provision that after three years, the developer must provide an additional 5% in contribution for every year that construction doesn't start. Therefore, in year four, there would be an additional \$100,000, and in year five, there would be an additional \$105,000.

Mr. Turco stated that in addition to the \$2 million contribution, the City would be collecting over \$1 million in fees towards street improvements. He noted that Sares Regis is open to utilizing those funds for the Town Square project.

Mr. Turco stated that Sares Regis has talked with staff about whether Sares Regis should take on some of the elements of the Town Square project. He stated that construction of these elements would count against the \$2 million contribution. He reviewed the elements that Sares Regis has offered to undertake:

- Improvements to the Lorton Avenue and Park Road sidewalks fronting the Town Square
- Widening of the Lorton Avenue sidewalk into the street right-of-way along the Town Square and Post Office site
- Construction of a new culvert clean-out within Park Road, subject to further discussions about potential utility conflicts

Councilmember Brownrigg asked if the \$2 million contribution is in addition to other fees, such as impact fees, that the project will be required to pay. Mr. Turco replied in the affirmative.

Mayor Beach asked if Sares Regis' cost estimate of the Town Square included the City's public bidding process and prevailing wage. Mr. Turco stated that they didn't necessarily account for the public bidding process, but the numbers were based on union figures. He added there is a 3% escalation built in per year for the first three years. He added that after the third year, the cost escalation went to 5%.

Mayor Beach stated that prior to the pandemic, developers built into their pro forma a 1% cost escalator every month. She stated that it seems like the reality could be more like 10% to 12% per year. Mr. Turco stated that Sares Regis reviewed different data sources and the past ten years of real estate construction costs.

Mayor Beach asked if Sares Regis had utilized a construction cost index. Mr. Turco replied in the affirmative. He noted that he didn't remember the specific cost index that they used but that he would get back to Mayor Beach with that information. Mr. Hopkins added that Sares Regis talked with contractors that undertake large projects to understand what the escalation would be.

Councilmember Colson stated that the City can value engineer the project. She explained that when the Town Square project gets closer, the City can start with its budget and work backwards to see what is possible.

Mr. Turco next reviewed the interim use and maintenance of the property terms. He explained that Sares Regis heard from the City Council that they were concerned about the current condition and look of the property. He stated that Sares Regis wants to develop the property as quickly as possible. He added that he believed there were a couple of things that could be done to make the property look a little bit more inviting in the interim:

- Place a graphic wrap around the fence for the property – he noted that this would be dependent on getting the current property owner’s permission and buy in.
- implement necessary historic resource preservation as the building has been sitting vacant since 2014

Councilmember Brownrigg thanked Sares Regis for trying to get the space activated. He noted that he remains frustrated that the lot has stood as is for so long. He added that he shares the sense of urgency in redeveloping the site.

Mr. Turco reviewed the final portion of the draft term sheet concerning the temporary staging for historic preservation and construction. He noted that Sares Regis and the City entered into a temporary construction staging agreement for use of Lot E and a portion of the parking stalls on Park Road for temporary relocation of the historic Post Office building in order to preserve the building in accordance with the historic preservation covenant standards. He added that the temporary closure of Lot E will acclimate the public to the surface parking disappearing to make way for the permanent Town Square.

Mr. Turco explained that Sares Regis will compensate the City for this temporary use of Lot E not explicitly related to storing the Post Office’s historic elements at the current rate of the Burlingame Business Parking Permit of \$60 per parking stall per month and increasing to \$65 per stall and \$70 per stall in years four and five.

Councilmember Ortiz stated that he was very excited about the project and looked forward to a quick completion. He noted that he appreciated the Vice Mayor’s questions about when the underground garage would be open to the public. He added that he hated the current fence around the lot and thought that the graphic wrap would be great.

Councilmember Ortiz asked if the City had its own estimate about the cost of the Town Square. CDD Gardiner replied in the negative.

Councilmember Brownrigg asked about the patio extension outside of the Post Office that was depicted in one of Sares Regis’ slides. He asked if it was on the City’s land and how it would be managed. Mr. Turco stated that Sares Regis heard from the public, Planning Commission, and City Council about the desire to link the two projects. He explained that the patio would be a great way to do this and would be a benefit to the community. He noted that this element would be part of the Town Square project, but that Sares Regis could build it and credit it against the \$2 million contribution.

Councilmember Brownrigg stated that he liked the patio but thought that Sares Regis should pay for it and not include it in the \$2 million contribution. He added that he agreed it was important to make the two projects feel integrated.

City Attorney Kane discussed questions that would need to be hammered out if the patio becomes shared space between the City and Sares Regis including: who controls the patio, maintains it, benefits from it, and where liability lies. She stated that these details would need to be worked out through a subsidiary agreement.

Councilmember Brownrigg stated that all cities are learning more about this as they open up their sidewalks to restaurants. City Attorney Kane replied in the affirmative.

Councilmember Brownrigg asked CDD Gardiner to speak briefly about the Town Square process. CDD Gardiner stated that staff was finalizing a website that would provide images and content regarding the Town Square and provide space for public feedback. He added that there would be a few community outreach meetings in the coming months, and that based on feedback, plans would be developed in January 2021.

City Attorney Kane discussed the importance of timing of the two projects. She explained that both the Town Square and Post Office projects leaned on each other, and therefore the agreement would have to outline deadlines for each of them.

Mayor Beach asked how long Sares Regis would need to utilize Lot E. Mr. Turco stated parking along Park Road would be used for three to five months, and Lot E would be used for approximately 24 months.

Mayor Beach stated that it would be valuable to have targets in the agreement concerning usage of Lot E to ensure that the City's interests are protected.

Mayor Beach stated that 4(c) of the term sheet needs to be refined. She explained that she didn't believe it was clear enough, and she wanted to ensure that milestones were met.

Mayor Beach stated that she appreciated Councilmember Brownrigg's comments about the patio on the Post Office building. She thought it would add a lot of benefit to the community. However, she voiced concern that if the City took up Sares Regis' offer to undertake too many of the elements listed under 4(f), there wouldn't be that much left of the \$2 million for the Town Square. She explained that she would like to see more information about the cost escalators and wanted to ensure that the City had a reasonable amount to move forward with the project. She stated that there was mutual value in having the Town Square project succeed.

Councilmember Brownrigg stated that he has been part of the negotiations for years on the Post Office site. He explained that the \$2 million came from an Urban Field presentation when the company was presenting their credentials to the City. He added that he thought the City should ask Sares Regis to cover the cost of the patio in addition to the \$2 million contribution. However, he thought it was important to acknowledge that Sares Regis wasn't obliged to give the City \$2 million towards the cost of the Town Square project.

Therefore, he stated that he agreed with Councilmember Colson that a 5% escalator after three years seemed reasonable. He added that he didn't believe that Sares Regis owed the City whatever Urban Field designs.

Councilmember Colson concurred with Councilmember Brownrigg. She explained that the City will be able to develop a project that will stay within the budget. She noted that it is an important distinction that the \$2 million contribution is not a community fee that Sares Regis has to pay.

Councilmember Colson thanked Sares Regis for their work on cleaning up and preserving the historic façade of the building. She noted that this wouldn't be cheap and would take a lot of skilled work to do. She stated that she believed the community was incredibly excited about this project.

Vice Mayor O'Brien Keighran stated that she agreed with Councilmember Colson and Councilmember Brownrigg about the \$2 million contribution. She noted that these are different negotiations from the previous project where public land was going to be used. She stated that the City needed to be reasonable.

Vice Mayor O'Brien Keighran asked if Sares Regis thought the current owner of the site would approve the graphic wrap. Mr. Hopkins replied in the affirmative.

Vice Mayor O'Brien Keighran stated that like Councilmember Colson, she appreciated the hard work of preserving the historic elements of the Post Office building. She asked if the City would be inspecting the work to ensure that everything is done correctly and asked how often it would be inspected. CDD Gardiner replied that an inspection was done about a year ago at the beginning of the rainy season. He added that the inspection is done annually to ensure that the building's historic features are preserved.

Councilmember Ortiz stated that he believed this would be the most important project that the Council would work on. He thanked Councilmember Brownrigg and Councilmember Colson for their hard work and stated that he looked forward to the ribbon cutting!

City Attorney Kane reviewed what was discussed. She explained that she heard that the Council was supportive of the key business terms as proposed but clarification was needed around the potential shared spaces in the plaza and eventual project. She stated that there is a strong interest in narrowing down the timing, incentives, and milestones. She noted that she previously shared with Sares Regis that the City has two sensitivities with projects of this sort: 1) not getting started, and 2) getting part way through and then lagging. Therefore, she stated that the development agreement would have to address expectations that everyone can agree on.

City Attorney Kane stated that one of the aspects of the project that still has to be coordinated with Public Works is the feasibility of whether the culvert clean-out can be moved to within Park Road. She noted that this might eat up a lot of the \$2 million contribution.

Councilmember Brownrigg stated that he appreciated the efficiencies of moving the culvert and Sares Regis offering to enhance the sidewalks. However, he didn't know that this would come out of the \$2 million. Therefore, he asked if the question of common public works was covered in the term sheet. City Attorney

Kane stated that her understanding is extending the enhanced sidewalk would be credited against the \$2 million contribution.

Mayor Beach stated that this was laid out under 4(f).

Councilmember Brownrigg asked how this works in terms of timing.

City Attorney Kane stated that these details would have to be written out in the agreement. She asked if she was right that the sidewalk work would come last. Mr. Turco replied in the affirmative. He stated that Sares Regis is developing a timeline by which the City would need to let them know whether to move forward with items listed under 4(f).

Mr. Hopkins stated that the sidewalk work is a substantial public improvement. He noted that it isn't immaterial in terms of cost but will create a better connection with the Burlingame Avenue streetscape. He added that it will have some impact on parking, etc.

Mayor Beach opened the item up for public comment. No one spoke.

Mayor Beach stated that the Council was excited to work with Sares Regis on the project.

3. ADJOURNMENT

Mayor Beach adjourned the meeting at 7:30 p.m.

Respectfully submitted,
/s/
Meaghan Hassel-Shearer
City Clerk

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BURLINGAME
RECOMMENDING TO THE CITY COUNCIL, APPROVAL OF A DEVELOPMENT
AGREEMENT FOR REDEVELOPMENT AND RESTORATION OF THE EXISTING POST
OFFICE BUILDING AND CONSTRUCTION OF A NEW SIX-STORY OFFICE PROJECT WITH
GROUND FLOOR RETAIL AND TWO LEVELS OF UNDERGROUND PARKING, INCLUDING
PUBLIC PARKING ACCESS AND PUBLIC AMENITY BENEFITS AT 220 PARK ROAD**

THE PLANNING COMMISSION OF THE CITY OF BURLINGAME HEREBY FINDS:

WHEREAS, on April 9, 2020, 220 Park – Burlingame, LLC (Sares Regis / Dostart Development Company) (the “Developer”) on behalf of the property owner Burlingame Park Square LLC (the “Owner”) filed an application for certain City approvals for a redevelopment and development project at the former Post Office at 220 Park Road plus certain uses of the adjacent City property known as Lot E (the “Post Office Project”); and

WHEREAS, on November 23, 2020, the Burlingame Historic Preservation Commission approved listing the Post Office on the City’s Local Register of Historic Places, and the Planning Commission approved (a) Commercial Design Review, (b) a Historic Variance (parking), and (c) a Historic Variance (height) for the Post Office Project; and

WHEREAS, the Developer has requested that the City enter into a statutory development agreement regarding the Post Office Project pursuant to California Government Code section 65864 *et seq.* (the “Development Agreement Statute”), which authorizes a city and a developer having a legal or equitable interest in real property to enter into a voluntary binding, long-term development agreement, which among other things can establish certain development rights in property and provide certain benefits for the public; and

WHEREAS, the City is informed that the Developer is under contract with the Owner to purchase fee title to the property at 220 Park Road, and therefore has sufficient interest in the property to enter into a development agreement; and

WHEREAS, City staff and the Developer have negotiated proposed terms for a development agreement for the Post Office Project, as described in the Term Sheet attached hereto as Exhibit “A”, and a proposed schedule for development of the Post Office Project, as described in the Schedule of Performance attached hereto as Exhibit “B”; and

WHEREAS, said matters were heard by the Planning Commission of the City of Burlingame on January 11, 2021, at which time it reviewed and considered the proposed Term Sheet and Schedule of Performance, the staff report and all other written materials and testimony presented at said hearing:

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends to the City Council that it negotiate and enter into a development agreement with the Developer pursuant to the Development Agreement Statute, materially in accordance with the terms described in the Term Sheet and materially following the sequence described in the Schedule of Performance. In doing so the Planning Commission acknowledges that the final form of development agreement may contain additional or different details, including regarding terms and scheduling, which the Council may negotiate and include in its discretion.

Chairperson

I, _____, Secretary of the Burlingame Planning Commission, do hereby certify that the foregoing resolution was introduced and adopted at a regular meeting of the Planning Commission held on the 11th day of January, 2021, by the following vote:

- AYES: COMMISSIONERS:
- NOES: COMMISSIONERS:
- ABSENT: COMMISSIONERS:

Secretary

EXHIBIT "A"

Burlingame Post Office – 220 Park Road Development Agreement Terms Summary

October 26, 2020; Rev 12/30/20

Revised points for discussion incorporating City Council feedback from October 5, 2020 and November 4, 2020, the Historic Register Listing approved on November 23, 2020, the Planning Commission hearing on November 23, 2020, and discussions with City staff and legal counsel:

1. Form of Agreement:

The Development Agreement (DA) provides clarity and an organizational mechanism to authorize the City Manager and City Attorney to execute certain agreements that pertain to contributions by the 220 Park project (Project) to the City and Town Square and for the use, maintenance, and operation of portions of the City's Lot E by the Project in a "City Easement and Public Use Agreement". The intent is for the specific details and documentation of each of the items below to be captured in individual agreements appended to the DA.

2. Vesting Project Approvals and Fees:

- a. On November 23, 2020, the Burlingame Historic Preservation Commission approved the Historic Register Listing for the property located at 220 Park Rd. On the same day, the Planning Commission approved an Environmental Compliance Checklist pursuant to CEQA Guidelines Section 15183, including a Mitigation Monitoring and Reporting Program, concluding that no additional environmental review is necessary for the Project. On November 23, 2020, the Planning Commission also approved the Project's Commercial Design Review and approved the Project's Historic Variances for parking and height.
- b. To provide certainty to implement the Project, particularly with the uncertainty created by the COVID-19 pandemic, the DA will vest these Planning Commission approvals for the term of the DA.
- c. City impact fees will be locked in, but only for the first 3 years and then will be adjusted to then-current levels. This will provide certainty while providing the Developer an incentive to begin construction.

3. Milestone Schedule:

- a. The October 26, 2020 Term Sheet stated: "DA provides a 5-year term from the City's approval." City staff and Developer have clarified that this sets a deadline for Developer to accomplish all of the following: (1) demonstrate that they have financing to purchase the property and build the Project; (2) purchase the Property; (3) receive building permits from the City; and (4) begin work on the Project. Thereafter, Developer will complete the Project subject to City regulations for construction (which typically allow 3 years after a permit is issued for projects of this size). Developer will strive to begin and

complete the Project sooner if possible, depending on economic conditions that affect financing.

- b. After approval and signing, the DA will be placed in escrow, and will be recorded as part of Developer purchasing the property. This will ensure that all rights granted by the DA are personal to Developer, not the current property owner.
- c. Developer commits to submitting plans and applications for the Superstructure Building Permit and all other related necessary permits (e.g. demolition, foundation and grading) within 24 months of the City's approval of the DA. The substantial work and expense required to submit plans will demonstrate Developer's commitment to build the Project during the initial 5-year DA term.
- d. A **Schedule of Performance** will be included in the DA identifying key steps in the process, and will provide a framework for coordinating when decisions need to be made by the City and Developer about possible improvements to the Town Square that the City wants built by Developer during construction of the Project.

4. **Shared Parking:**

- a. Developer makes all but five of the Project's approximately 280 parking stalls available for public use on evenings and weekends. (Five stalls will be reserved for the building manager and for tenants needing access on weekends). The charge for public parking may not exceed 125% of the rate the City charges at the Lorton Street Garage. (Restrooms will not be available for the public using the garage.)
- b. In exchange, the City will grant the Project an underground easement under a portion of the Lot E/Town Square property for construction of 32 of these parking spaces for the life of the Project as shown in **Attachment 1: Property and Parking Diagram**.
- c. The City Easement and Public Use Agreement will be placed in escrow and recorded at the time Developer purchases the property and in advance of any purchase or construction financing to ensure it has priority, subject to normal mortgage protection provisions.

5. **Surface Improvements on Lot E/Town Square:**

- a. Developer commits to design, construct, operate, and maintain certain surface improvements on Lot E above the parking structure in order to provide a transition between the Project and the City's future Town Square. These surface improvements include a multi-level terrace, ADA access, seating, and landscaping to be designed by the Project in coordination with the City. This work would be in addition to the Town Square contribution described below and was added in response to the City Council's request on November 4, 2020. As shown in **Attachment 2: Terrace Improvements Diagram**, part of this area on City property would be open to public access, with a portion of the upper terrace adjacent to the Project reserved for an expanded seating area for a future tenant. The City and Developer will collaborate to finalize the design of the improvements once the DA is approved.
- b. In exchange, the City will grant the Project an easement to the surface of this portion of Lot E for the life of the Project for use of the improvements. The easement will be included in the City Easement and Public Use Agreement.

6. Town Square Contributions:

- a. Developer will provide a contribution of \$2,000,000 towards construction of the Town Square, paid upon issuance of the Superstructure Permit. The City will maintain the contribution in a separate fund dedicated for Town Square improvements. The City will strive to develop Town Square quickly following completion of the Project, recognizing the benefits Town Square will provide for both the Project and the community.
- b. To incentivize an earlier start to Project construction and to account for potential escalation in Town Square construction costs, Developer to increase its contribution by 5% annually for every year the earlier of either (i) the start of site demolition or (ii) the issuance of the Superstructure Building permit extends beyond 3 years from City approval of the DA. Therefore, Developer would contribute an additional \$100,000 if the Superstructure building permit is issued more the 3 years after City approval and another \$105,000 if issued more than 4 years after City approval (i.e., total contribution increases by \$205,000 if demolition starts or Superstructure building permit is issued in the 5th year of the DA term).
- c. The City may choose to have Developer fund and build one or more improvements to the Town Square that would be more efficiently constructed by the Project. If so, the cost will be deducted from Developer's Town Square contribution. The list of possible improvements may change as the Town Square design is refined, but currently includes the following (as shown in **Attachment 3: Offsite Improvements Alternatives Diagram**):
 - i. Improvements to the Lorton Avenue and Park Road sidewalks fronting the Town Square parcel.
 - ii. Widening of the Lorton Avenue sidewalk into the street right-of-way along the Town Square parcel and/or along the Project parcel.
 - iii. Construction of a new culvert clean-out within Park Road, provided there are no significant utility conflicts or relocations involved in this scope.

7. Interim Use and Maintenance of Property:

- a. With an understanding that timely redevelopment is the primary priority, Developer aims to mitigate the current state of the property's negative impact to the extent the property owner agrees to Developer's request to DO so (as Developer is the prospective purchaser but not yet the property owner). Due to the abandoned condition and intended redevelopment, Developer and City acknowledge that extensive temporary reuse is difficult due to insurance, lack of accessibility, liability, and property condition. Nonetheless, Developer will do the following after City approval of the DA:
 - i. Developer to wrap the perimeter fencing with graphic "fence wrap" promoting downtown Burlingame, the future project, the post office building's history, and/or something equivalent and mutually agreed to. Developer has obtained permission from the current property owner to proceed with this plan.
 - ii. Developer to begin regular litter and graffiti cleanup of the post office property.
 - iii. Developer to implement protective measures to mitigate or stop further physical degradation of the historically significant portions of the Post Office building, provided property owner agrees to Developer implementing this plan.

8. **Temporary Staging for Historic Preservation and Construction:**

- a. Developer and the City enter into a temporary construction staging agreement for use of Lot E and curbside parking spaces on Park Road for temporary relocation of the historic Post Office building in order to preserve the building in accordance with the Historic Preservation Covenant Standards and in order to confine the impact of other construction activities to the smaller area of Project's immediate surroundings, as shown in **Attachment 4: Temporary Historic Preservation and Construction Staging**. Temporarily closing Lot E also acclimates the public to the surface parking disappearing to make way for the permanent Town Square.
- b. Moving the preserved portions of the Post Office immediately offsite but with as little additional movement as possible reduces risk of damage. As such and given the essential nature of these elements' temporary relocation, no additional compensation is proposed.
- c. A portion of Lot E is also very helpful for other construction activities, such as storing building materials, accepting deliveries, locating dewatering equipment, among others, in an effort to speed construction and limit construction's impact on other areas of downtown. Developer will compensate the City for this temporary use of Lot E (not explicitly related to storing the Post Office's historic elements) at the current rate of a Burlingame Business Parking Permit of \$60 per parking stall per month, increasing by \$5 per stall each year starting after Year 3 while the use of Lot E continues (e.g., \$65 in Year 4, \$70 in Year 5, \$75 in Year 6).

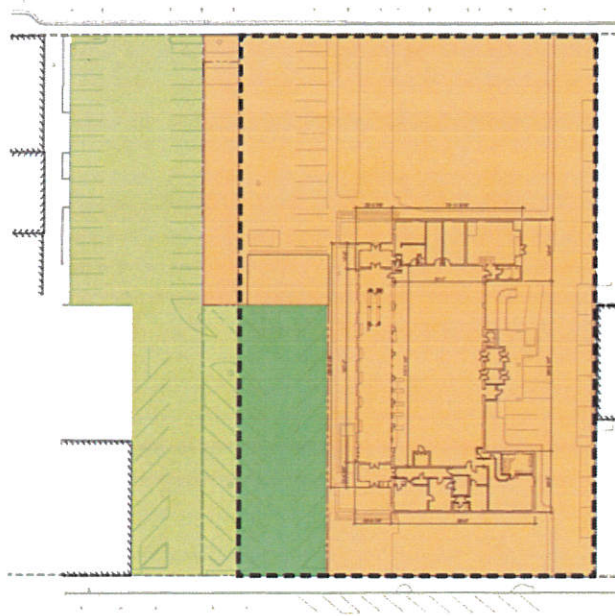
Attachment 1: Property and Parking Diagram

Orange is 220 Park Road (private) property

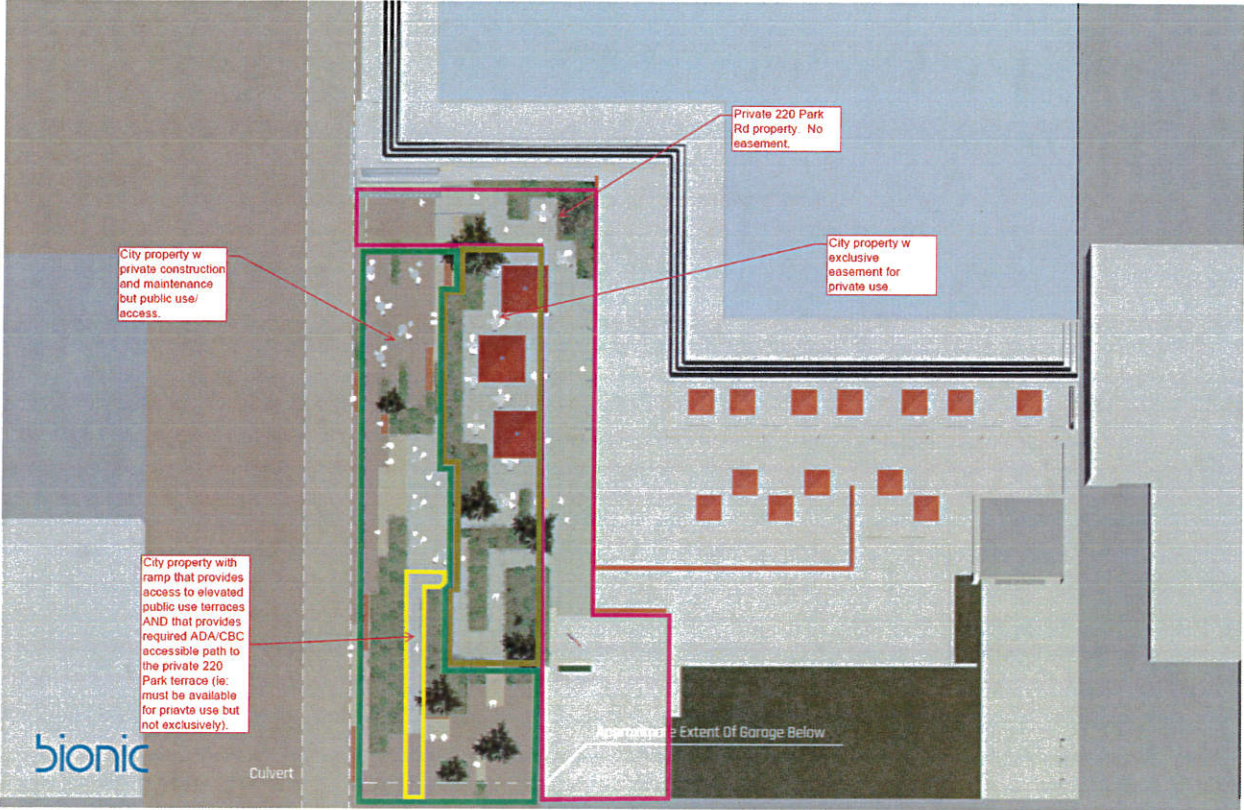
Light Green and Dark Green together is Lot E (City) property

Dark Green is the area subject to easement (parking below and surface improvements above)

Entire parking garage (except 5 reserved spaces) open to the public for night/weekend/holiday parking

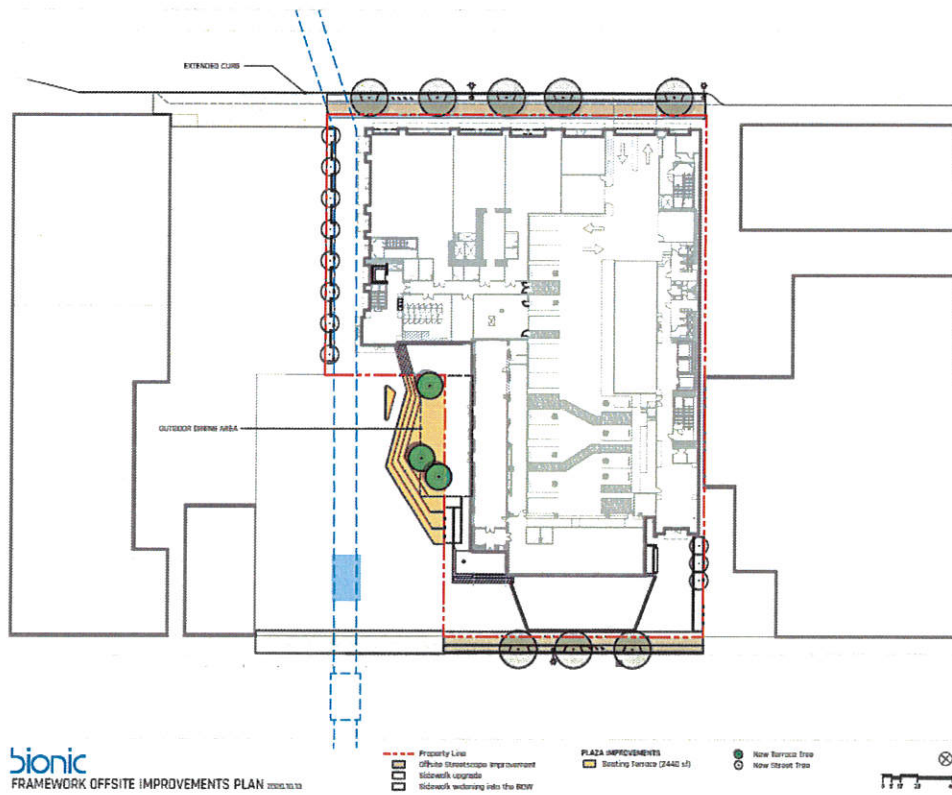


Attachment 2: Surface (Terrace) Improvements Diagram



Attachment 3: Offsite Improvements Alternatives Diagram

(Note: terrace/outdoor dining area part of Surface Improvements not optional improvements per City Council request)



Attachment 4: Temporary Historic Preservation and Construction Staging

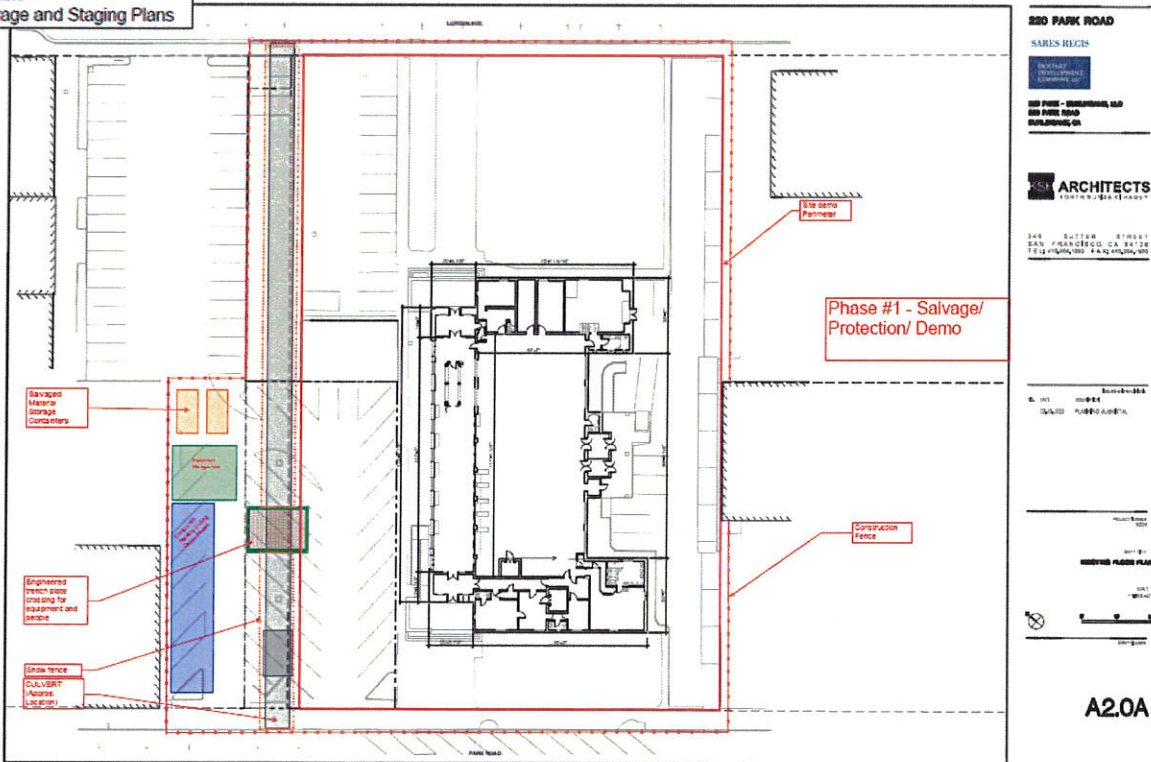
220 Park Rd - Preservation & Construction Impact
 Updated 10/1/2020

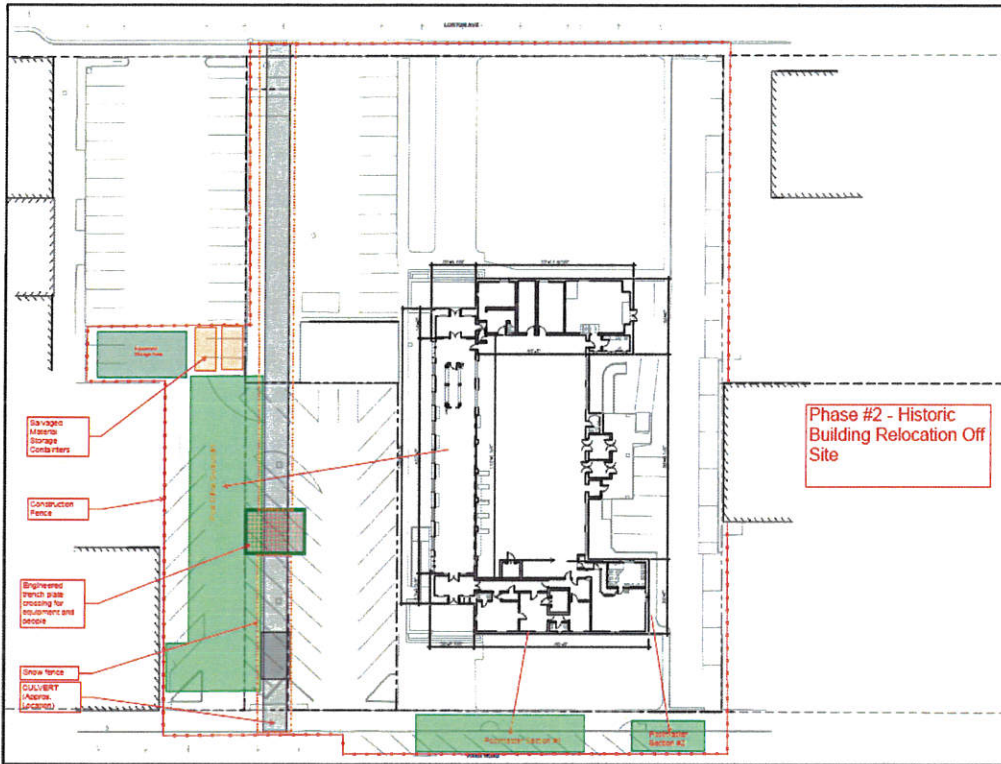
Construction Phases	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
1 Demo/Salvage/Protection	3 mo																													
2 Historic Building Temporary Relocation				3 mo																										
3 Excavation/Shoring/Grading							4 mo																							
4 Foundation										5 mo																				
5 Building Structure & Exterior Skin																8 mo														
6 Historic Building Back in Place																						3 mo								
7 Site Improvements																									4 mo					
8 Building Finals & Closeout																												3 mo		
Total	30 mo																													

Construction Phases	Duration (months)	Lot E (Park) Historic	Lot E (Park) Construction	Lot E (Lorton) Historic	Lot E (Lorton) Construction	ParkRd Parking Historic	ParkRd Parking Construction
1 Demo/Salvage/Protection	3		40				
2 Historic Building Temporary Relocation	3	40		6			
3 Excavation/Shoring/Grading	4	40		6	24	9	
4 Foundation	5	40		6	24	9	
5A Building Structure (Pre-Move Back)	7	40		6	24	9	
5B Building Structure (Post-Move Back)	1		40		30		
7 Site Improvements	4		40		30		9
8 Building Finals & Closeout	3		21				
Total Stall Months		760	383	114	534	144	36

- = Use of portion of Lot E for historic Post Office temporary relocation (number of parking spaces used - entire)
- = Use of portion of Lot E for historic Post Office temporary relocation (number of parking spaces used - partial)
- = Use of portion of Lot E for non-historic construction staging (number of parking spaces used - entire)
- = Use of portion of Lot E for non-historic construction staging (number of parking spaces used - partial)

Exhibit
Storage and Staging Plans





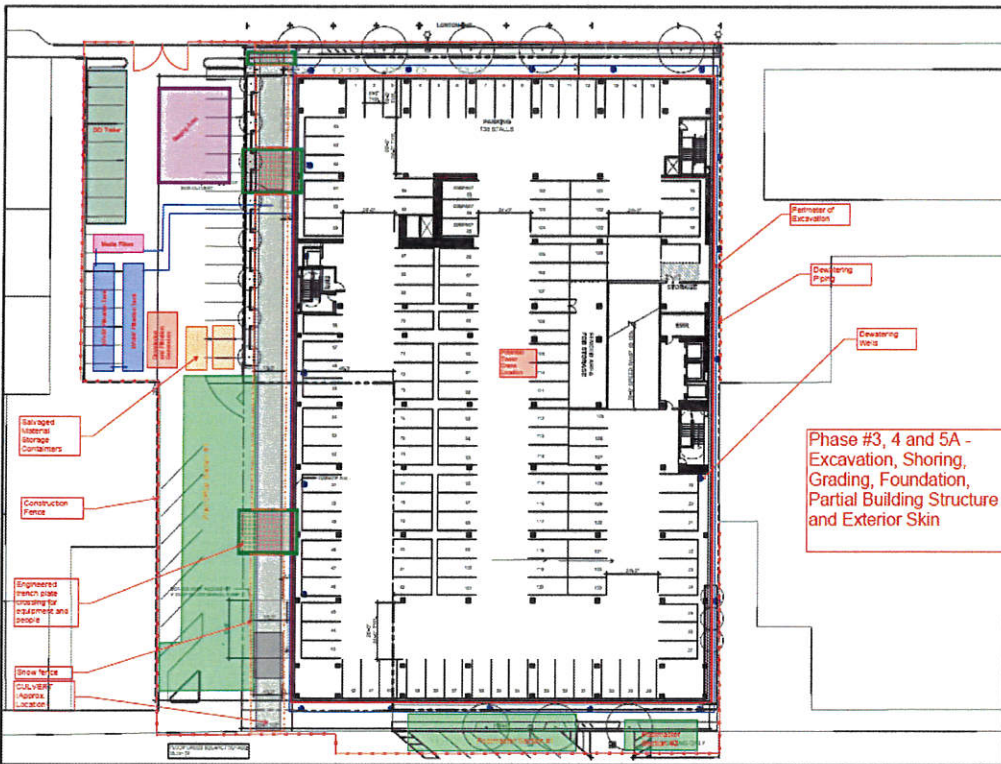
220 PARK ROAD
 SARES REGIS
 220 PARK ROAD
 BURLINGAME, CA

ARCHITECTS
 348 SUTTER STREET
 SAN FRANCISCO, CA 94109
 TELEPHONE: 415.398.4200

Scale: 1/8" = 1'-0"



A2.0A



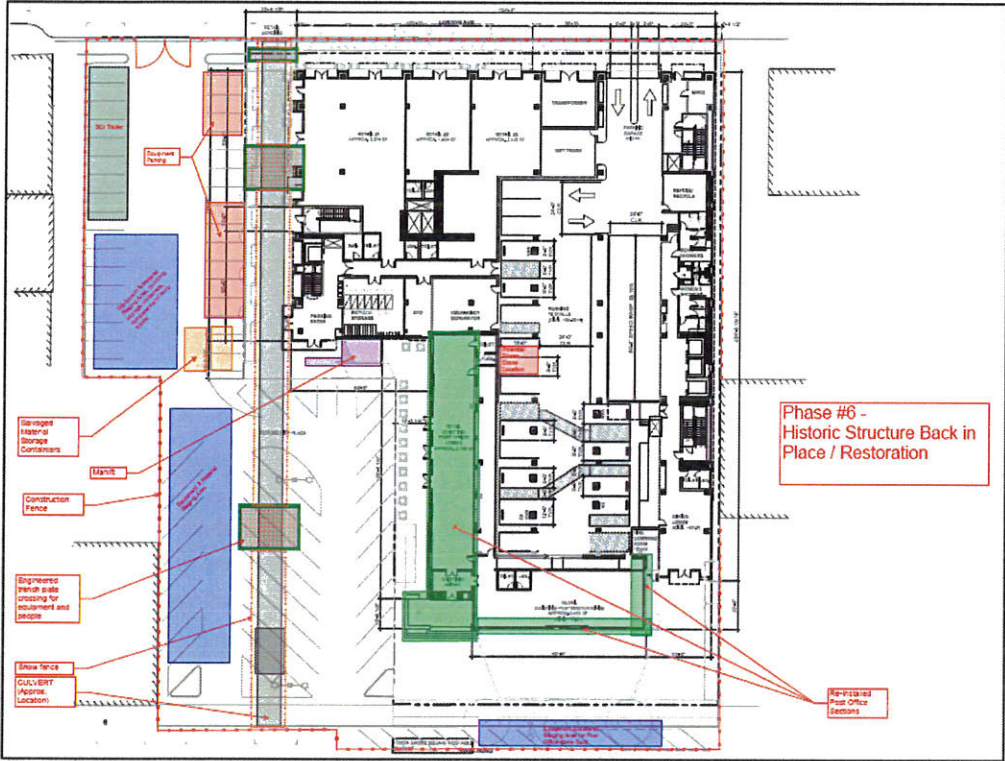
220 PARK ROAD
 SARES REGIS
 220 PARK ROAD
 BURLINGAME, CA

ARCHITECTS
 348 SUTTER STREET
 SAN FRANCISCO, CA 94109
 TELEPHONE: 415.398.4200

Scale: 1/8" = 1'-0"



A2.1



220 PARK ROAD

SARES REGIS
 PROJECT DEVELOPER
 220 PARK ROAD
 SAN FRANCISCO, CA

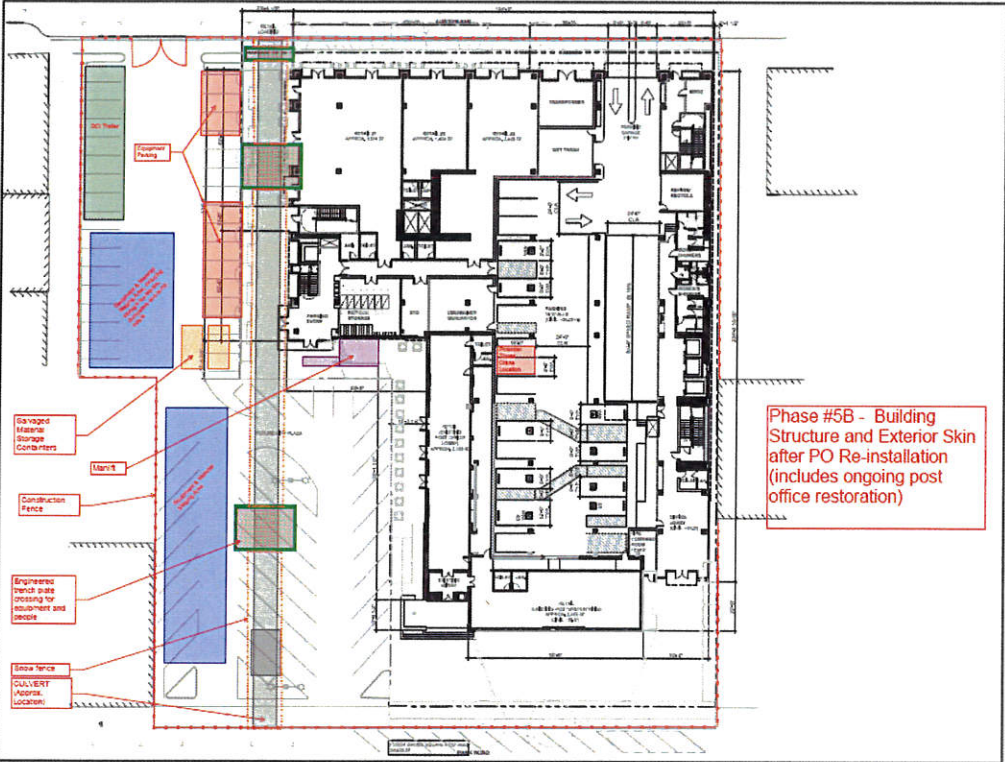
SEA ARCHITECTS
 CONTRACT ARCHITECTS
 215 SUTTER STREET
 SAN FRANCISCO, CA 94102
 TEL: 415.398.1100 FAX: 415.398.1101

DATE: 08/11/11
 DRAWING NO: A2.3

SCALE: 1/8" = 1'-0"

A2.3

DO NOT PROCEED PAST



220 PARK ROAD

SARES REGIS
 PROJECT DEVELOPER
 220 PARK ROAD
 SAN FRANCISCO, CA

SEA ARCHITECTS
 CONTRACT ARCHITECTS
 215 SUTTER STREET
 SAN FRANCISCO, CA 94102
 TEL: 415.398.1100 FAX: 415.398.1101

DATE: 08/11/11
 DRAWING NO: A2.3

SCALE: 1/8" = 1'-0"

A2.3

DO NOT PROCEED PAST

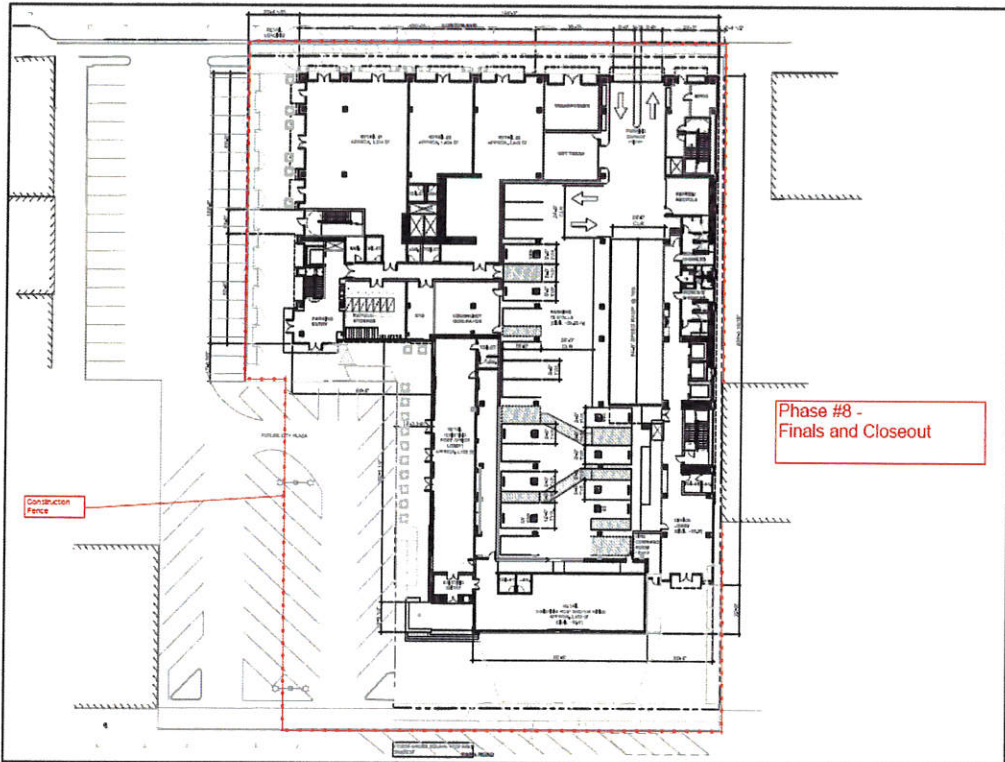
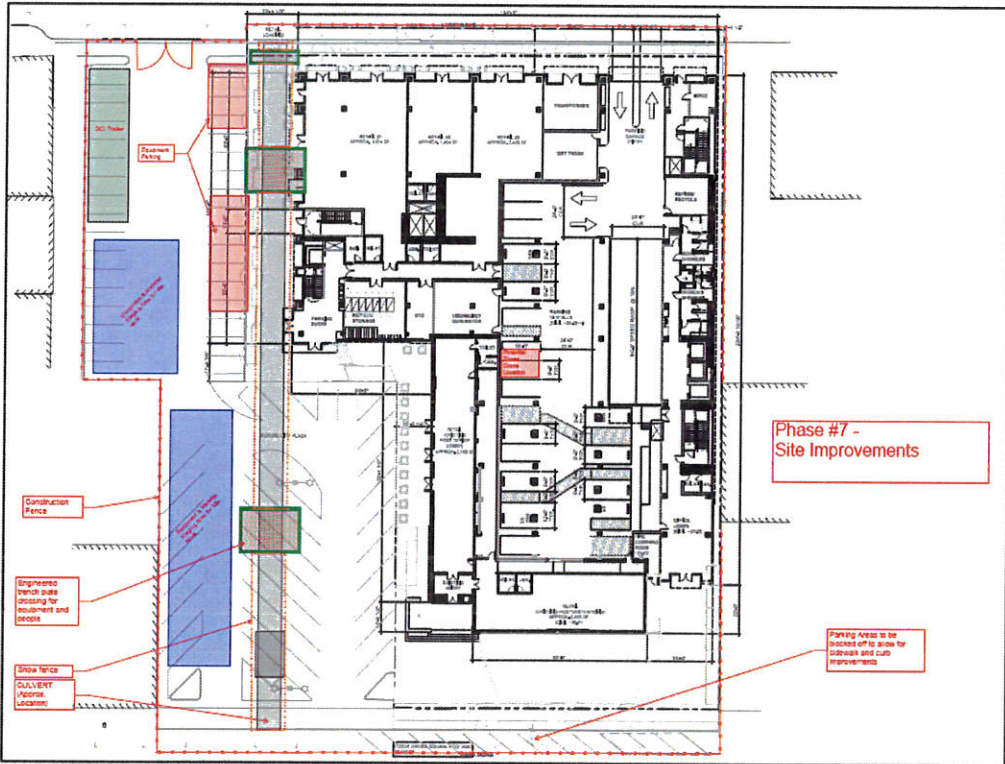


EXHIBIT B

SCHEDULE OF PERFORMANCE

It is both Parties' intention and desire to expedite planning, permitting, construction, and occupancy of the Project so that what has been a vacant property in the heart of downtown can be activated and will once again be a hive of activity for the community. The schedule milestones provided below are intended to help facilitate coordination between the City and the Developer to advance the Project in a timely manner and to ensure that all opportunities for synergy and efficiency with the future Town Square are able to be realized. The schedule milestones provided are presented as outside dates, and the Developer anticipates proceeding as quickly as reasonably feasible given market conditions.

The provisions of the Schedule of Performance are intended as a convenient guideline for the Parties and are not intended to supersede or amend the referenced operative sections listed therein. In the event of any conflict between this Schedule of Performance and the Development Agreement to which this Exhibit C is attached ("DA"), the DA shall control. Capitalized terms used below shall have the meaning ascribed to such terms in the DA. All of the dates and deadlines described herein shall be subject to extension by the City Manager or "Force Majeure Delay" in accordance with Section 3.2.1 of the DA.

#	MILESTONE	TIMING REQUIREMENT
Pre-Closing/General		
1	DA transmitted to Property escrow officer (§2.1).	Within 10 days of Effective Date.
2	Developer submits the Surface Improvements concept design to City (§ __)	Within 10 days of Effective Date.
3	City approves the Surface Improvements concept design. (§ __)	Within 120 days of submittal by Developer.
4	Developer and City provide regular updates on Project and City Town Square Project status and construction timing (§6.5.6).	On a regular, as-as needed basis as the circumstances warrant.
5	Developer to comply with Interim Use and Maintenance obligations (§6.1).	No less than monthly or more often as the circumstances warrant.
6	Developer to submit applications for the Demolition, Foundation and Grading, and Superstructure building permits for the Project (§6.1(d)).	Within twenty-four (24) months of the Effective Date of DA.
7	City to provide Developer a written notice of its preliminary intent for the Developer to construct any, all, or none of the City Town Square Improvements, pending cost estimates (§6.5.3).	Within sixty (60) days after Developer's submission of an application for the first building permit for the Project.
8	Developer to provide written notice to the City enumerating the projected costs of the selected City Town Square Improvements. The Developer and City to clarify design details and provide accurate market pricing. (§6.5.3).	Within ninety (90) days of the City providing notice of its intent.
9	The City to provide written notice confirming whether it would like the Developer to build any	Within ninety (90) days of receiving written notice of the cost of said improvements.

	or all of the selected City Town Square Improvements at stated cost estimates (§6.5.3).	
10	City and Developer enter agreement specifying financial arrangement (e.g., Guaranteed Maximum Pricing commitment, contingency fund, assumption of overrun risk) for any City Town Square Improvements, if any. (§6.5.3).	Prior to initiation of any work on the City Town Square Improvements.
11	City and Developer execute and deliver to escrow the City Easement and Public Use Agreement (§6.4).	Prior to issuance of a building permit for the Project. Recording shall be coordinated through the same escrow as closing and any construction loans.
12	Developer submits evidence of financing commitments sufficient to acquire the Property and construct the Project (§6._).	Prior to recordation of the Development Agreement and City Easement and Public Use Agreement.
Post-Closing		
13	City and Developer enter agreement for the Temporary Use Areas to Developer and records City Easement and Public Use Agreement (§6.3 and §6.4).	Prior to initiation of any use of the City Temporary Use Areas or Easement Area.
14	Developer shall provide notice to the community regarding removal of public parking and commencement of construction activities (§6.3).	At least sixty (60) days prior to removal of existing public parking.
15	Developer makes Town Square Contribution (§6.5.1).	Prior to issuance of Superstructure building permit for the Project.
16	Developer Commences Construction of Project. For the purposes of this Schedule of Performance, " Commences Construction " means that the following have occurred as to the Project: (i) the Developer has closed and owns fee title to the Property, (ii) the Development Agreement and City Easement and Public Use Agreement have been recorded, (iii) the City has issued to the Developer the four major Project permits (demolition, foundation and grading, Superstructure, and encroachment), (iv) the Developer has signed contracts with a general contractor for the demolition and/or foundation and grading work, and (v) the Developer has given the general contractor a notice to proceed and has caused the general contractor to physically commence demolition and/or foundation and grading of the Property and City Easement Area (§3.2.1 and §3.2.3). And, for the purposes of this Schedule of Performance, " Caused the general contractor to physically commence " work means that actual demolition or excavation has occurred and is continuing.	Prior to termination of the Development Agreement pursuant to Sections 3.2.1 and 3.2.3.

17	Developer continues construction, without unreasonable delay or interruption, pursuant to and within the times set forth in the City's building permits, as may be extended by the City in the normal course.	Pursuant to the terms, conditions and expiration dates of the building permits issued by the City for the Project.
18	City to confirm to the Developer whether it intends to construct its City Town Square Project immediately following the Project's completion, or if it would prefer for the Developer to restore the City Property as a surface parking lot (§6.2.3).	Twelve (12) months before the projected completion of the Project, as Developer may update the completion date during Project construction.
19	Developer completes construction of any City Town Square Improvements, and restores the Temporary Use Areas as directed by the City, including a reasonable schedule for completion (§6.2.3 and §6.5.3).	As agreed with the City when the designs for the City Town Square Improvements are approved by the City Council, pending building permit approval by the Building Division.
20	Developer submits final accounting and reconciliation for any City Town Square Improvements, subject to terms in the improvement agreement (§6.5.3).	City and Developer to meet within thirty (30) days following submittal of final accounting and request for reimbursement, if needed to discuss request. Reimbursement by City to follow confirmation of amount due.

**CITY OF BURLINGAME
NOTICE OF PUBLIC HEARING**

The **CITY OF BURLINGAME PLANNING COMMISSION** will hold a public hearing on Monday, January 11, 2021 at a public meeting at 7:00 p.m on the Notice of Intent to Consider Adoption of a Development Agreement between the City of Burlingame and 220 Park - Burlingame LLC (Historic Post Office Building), setting forth the duration of the agreement, permitted uses and density of the project, requisite development standards, community benefits to be provided by the applicant, and additional terms and conditions regarding development of the project at 220 Park Road, Burlingame, CA. Additional information on the development may be found at www.burlingame.org/220park.

The Planning Commission will receive testimony on the Development Agreement from all interested persons who appear at the Commission meeting, and will be making a recommendation to the City Council. The hearing will be held online. Members of the public may view the meeting by logging in the Zoom meeting through the link published within the meeting agenda on the City's website. That information can be found at www.burlingame.org.

Members of the public may submit public comment for this item by emailing publiccomment@burlingame.org. The City will also receive public comment live during the meeting.

To request accommodations related to participation in the meeting, to receive additional information about the proposed project, or to provide written comments on the proposal, interested persons may contact the Project Planner, Catherine Keylon, 501 Primrose Road, Burlingame, CA 94010, telephone 650-558-7252, or email ckeylon@burlingame.org.



CITY OF BURLINGAME
COMMUNITY DEVELOPMENT DEPARTMENT
501 PRIMROSE ROAD
BURLINGAME, CA 94010
PH: (650) 558-7250
www.burlingame.org

Project Site: 220 Park Road, zoned HMU

The City of Burlingame Planning Commission announces the following virtual public hearing via Zoom **on Monday, January 11, 2021 at 7:00 P.M.** You may access the meeting online at www.zoom.us/join or by phone at (669) 900-6833:

Meeting ID: 860 4166 6099 Passcode: 950192

Description: Notice of Intent to Consider Adoption of a Development Agreement between the City of Burlingame and 220 Park - Burlingame LLC (Historic Post Office Building), setting forth the duration of the agreement, permitted uses and density of the project, requisite development standards, community benefits to be provided by the applicant, and additional terms and conditions regarding development of the project. Additional information on the development may be found at www.burlingame.org/220park.

Members of the public may provide written comments by email to: publiccomment@burlingame.org. Mailed: December 30, 2020

(Please refer to other side)

**PUBLIC HEARING
NOTICE**

City of Burlingame - Public Hearing Notice

If you have any questions about this application or would like to schedule an appointment to view a hard copy of the application and plans, please send an email to planningdept@burlingame.org or call (650) 558-7250.

Individuals who require special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, meeting notice, agenda packet or other writings that may be distributed, should contact the Planning Division at planningdept@burlingame.org or (650) 558-7250 by 10 am on the day of the meeting.

If you challenge the subject application(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing, described in the notice or in written correspondence delivered to the city at or prior to the public hearing.

Property owners who receive this notice are responsible for informing their tenants about this notice.

Kevin Gardiner, AICP
Community Development Director

(Please refer to other side)

220 Park Road
500' noticing
APN #: 029.204.250 and 029.204.230

