



HOTEL DEVELOPMENT OPPORTUNITY

Release Date: 1.18.19

Submission Date: 5 pm on 4.18.19

REQUEST FOR PROPOSALS

The City of Glendale (“City”) invites qualified firms to submit a proposal for development of a hotel or hotels with additional public parking on two separate City-owned parking lots located at Maryland and California Avenues within Downtown Glendale. Development would be pursuant to a long-term ground lease with the City of Glendale. Proposals must be submitted in accordance with all requirements of this Request for Proposal (RFP). Any questions regarding this RFP should be directed to:

JENNIFER HIRAMOTO

PRINCIPAL ECONOMIC DEVELOPMENT OFFICER

GLENDALE ECONOMIC DEVELOPMENT CORPORATION

633 EAST BROADWAY, SUITE 201

GLENDALE, CALIFORNIA 91206

PHONE 818.548.2005

EMAIL: JHIRAMOTO@GLENDALECA.GOV



**NOTICE OF PROHIBITION OF COMMUNICATION
WITH, AND GIFTS OR GRATUITIES TO, THE CITY AND OTHERS**

Commencing immediately upon the Proposal Deadline, and continuing until negotiations with the Proposer for the ground lease are complete, if any, Proposers shall not:

1. Hold any meetings, conferences, or discussions with any Glendale City Council members or/and City employees involved in the RFP process, except as expressly allowed by this RFP; and
2. Communicate, in any manner, with the individuals listed in Paragraph 1, unless authorized by the City. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting. In addition, Proposers may write to the City Council as a whole once the staff recommendations are made in anticipation of a public meeting.
3. In addition, from the date of the report to the City Council recommending the issuance of this RFP, to the date on which the City Council awards a contract, if any, a Proposer must not directly or indirectly give, furnish, donate, or promise any money, compensation, gift, gratuity, or anything of value to the individuals listed in Paragraph 1 for the purpose of, or which has the effect of:
 - 3.1 Securing or establishing an advantage over other Proposers;
 - 3.2 Securing or recommending the selection of the Proposer's Proposal; or
 - 3.3 Securing or recommending the Contract's award to the Proposer.
 - 3.4 Violations of Paragraphs 1 or Paragraph 2, or both, will constitute grounds for rejection.

INTRODUCTION

The City invites qualified firms to submit proposals for the development of two separate City-owned surface parking lots located at the intersection of Maryland and California Avenues within Downtown Glendale. The sites are available for hotel development, and must include the replacement of the existing public parking. Highly qualified development teams that, in the discretion of the City Council, present the best combination of design, site layout and integration with the surrounding neighborhood, while best addressing the City's objectives, are encouraged to submit proposals.

The primary project objectives for the sites are as follows:

1. A distinctive, well designed, minimum “Three-Diamond” quality hotel development befitting the location of the sites immediately adjacent to the Mid-Brand district and Downtown Glendale.
2. The selected project(s) will be obligated to replace the 115 public parking spaces currently located on the sites in addition to supplying the required on-site parking for the hotel(s).
3. A long-term ground lease of the site(s). Depending on whether the project(s) qualify as a fair market transaction(s) the ground lease or other terms of assistance to the project development may trigger payment of prevailing wages pursuant to the California Labor Code.
4. A financial return to the City.

Proposals must be submitted in accordance with all requirements of this RFP. The City reserves the right to amend, modify or cancel this RFP process at any time within its sole and absolute discretion. Per Section 1 of this RFP, Proposers are reminded that no lobbying of any elected officials is permitted during the RFP process. Submissions in response to this RFP from any Proposer that has lobbied any City elected officials during this RFP process will be disqualified.

Responses to the RFP are due on April 18, 2019 by 5:00 p.m. sharp - Pacific Time. Late submittals will not be accepted.

DEVELOPMENT CONTEXT

CITY OVERVIEW

The City of Glendale was incorporated on February 16, 1906. The City encompasses approximately 31 square miles with a current population of approximately 203,054. It is bordered by the City of Los Angeles to the south, Pasadena to the east and Burbank to the north and northwest.

Over the last 100 years, Glendale has grown from a small community at the edge of Los Angeles into a dynamic cosmopolitan City as diverse in its culture as it is in opportunities. Today, Glendale is the fourth largest city in Los Angeles County and is surrounded by Southern California’s leading commercial districts including Los Angeles, Pasadena, Hollywood, and Universal City. The City is 7 miles from downtown Los Angeles, 15 miles from Los Angeles International Airport, and minutes from the Burbank- Glendale-Pasadena Airport.

DOWNTOWN GLENDALE

Downtown Glendale is located at the southern base of the Verdugo Mountains centered along Brand Boulevard between Colorado Street on the south and Glenoaks Boulevard on the north. Other major thoroughfares include Central Avenue, Maryland Avenue, Wilson Avenue, and Broadway. Downtown Glendale is framed by the Glendale Freeway (SR-2), Ventura Freeway (SR-134), and Golden State Freeway (I-5), from which Downtown Glendale has unique and immediate regional access to neighboring communities such as Burbank, Pasadena, North Hollywood, La Crescenta, La Canada-Flintridge and Downtown Los Angeles.

In recent years the City of Glendale has transformed into a regional employment, shopping, and entertainment destination with much of this activity centered Downtown. Glendale has nearly 7 million square feet of office space with the most significant office development located in the Financial District along Brand Boulevard. Glendale is home to numerous corporate headquarters including Whole Foods Market Regional Headquarters, Avery Dennison Global Headquarters, and Service Titan. Glendale is recognized for its association with the entertainment industry and is particularly known for pre and post production work, animation, visual effects, and digital distribution. Glendale had benefited from continued growth in the entertainment sector through expansions by Disney, DreamWorks, and hundreds of ancillary production and equipment firms located in close proximity to Downtown. Complementing the office development, Downtown is home to two of southern California's premier shopping centers. The Glendale Galleria, anchored by Macy's, Bloomingdales, JC Penney, and Target department stores, contains 250 specialty retail shops. The mall opened in 1975 and expanded in 1983 to its current size of 1.5 million square feet. The adjacent mixed-use Americana at Brand opened in 2008. The Americana integrates retail, restaurant, cinema, and high-end residential uses in a series of mid-rise buildings located around three acres of public open space and pedestrian promenades. With the adoption of the Downtown Specific Plan in 2006, new housing development was encouraged in the downtown area. Since 2010, new residential and mixed-use projects have added over 2,500 luxury residential units and new commercial uses to the Downtown.

DOWNTOWN SPECIFIC PLAN

The Downtown Specific Plan ("DSP") area consists of approximately 220 acres located in the center of Glendale. The DSP area is generally bounded to the north by Glenoaks Boulevard, to the west by Central and Columbus Avenues, to the east along Maryland and Glendale Avenues and to the south one block south of Colorado Street. The DSP is bisected by Brand Boulevard, one of the community's major thoroughfares, and by the Ventura Freeway (SR-134).

The DSP consists of a comprehensive set of incentives, standards, and requirements that implement the vision for the development in downtown Glendale. The DSP is the planning tool to guide and direct new development, economic development; streetscape improvements; transportation development, parking; pedestrian amenities; open space and land use; preservation of cultural resources; and public art space. The DSP is an urban design oriented plan, which sets the physical standards and guidelines as well as land use regulations for activities within the DSP area. The DSP includes requirements and incentives derived from an analysis of existing and planned land use/transportation relationships. The DSP is instrumental

in promoting the excitement and livability of downtown Glendale, as well as providing incentives for development in keeping with the City's vision.

The DSP area has been divided into different districts, based on the existing building patterns and the intended development envisioned for the districts. The Project site is located within the DSP Transitional District, which is characterized by a transition from the high-intensity, mixed activity of Downtown to a higher-density residential neighborhood to the west. The Transitional District currently features lower-scale medical office and commercial buildings. The permitted height limit within the Transitional District is 4 stories (65 feet) and the maximum permitted floor-area ratio (FAR) is 2.5. Projects within the Transitional District may use the incentives identified in the DSP to increase the permitted height to 6 stories (95 feet) and the FAR to 3.0.¹

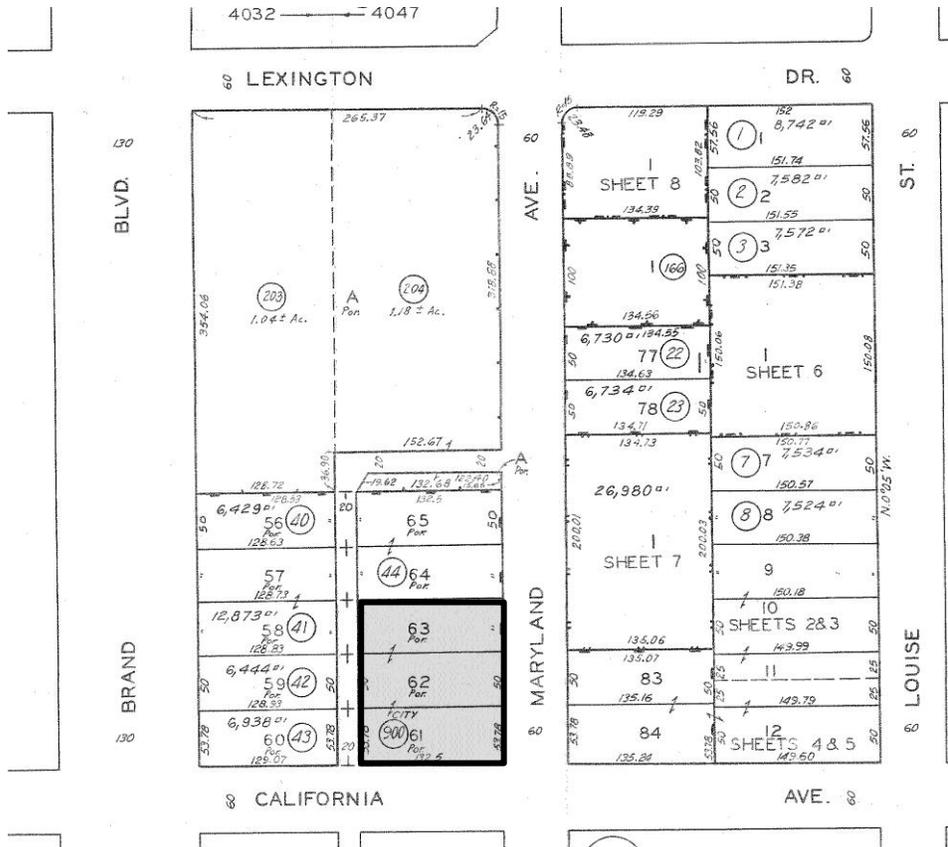
BACKGROUND

The two City-owned parking lots (Lots #2 and #3) are located at the northwest and southwest corners of California Avenue and North Maryland Avenue (collectively "Potential Development Sites" or "Sites"). The Sites are located steps away from the Mid-Brand district, a two block, pedestrian-orientated commercial area that features a variety of retail, restaurant and service uses located in traditional storefronts which retain the "old downtown main street" feel originally developed in the 1920's. In addition, the Sites are located within walking distance from the Glendale Galleria and The Americana at Brand to the south and are immediately adjacent to the Financial District to the north, home to the City's premiere office developments and major employers.

¹ The City Council is currently in the process of considering revisions to the DSP that are expected to be finalized in the spring 2019. The City will be sending an update status of the DSP amendments outlining the potential revisions on January 29, 2019, and will send out additional updates as needed. Proposers are advised to keep apprised of the potential revisions to the DSP.

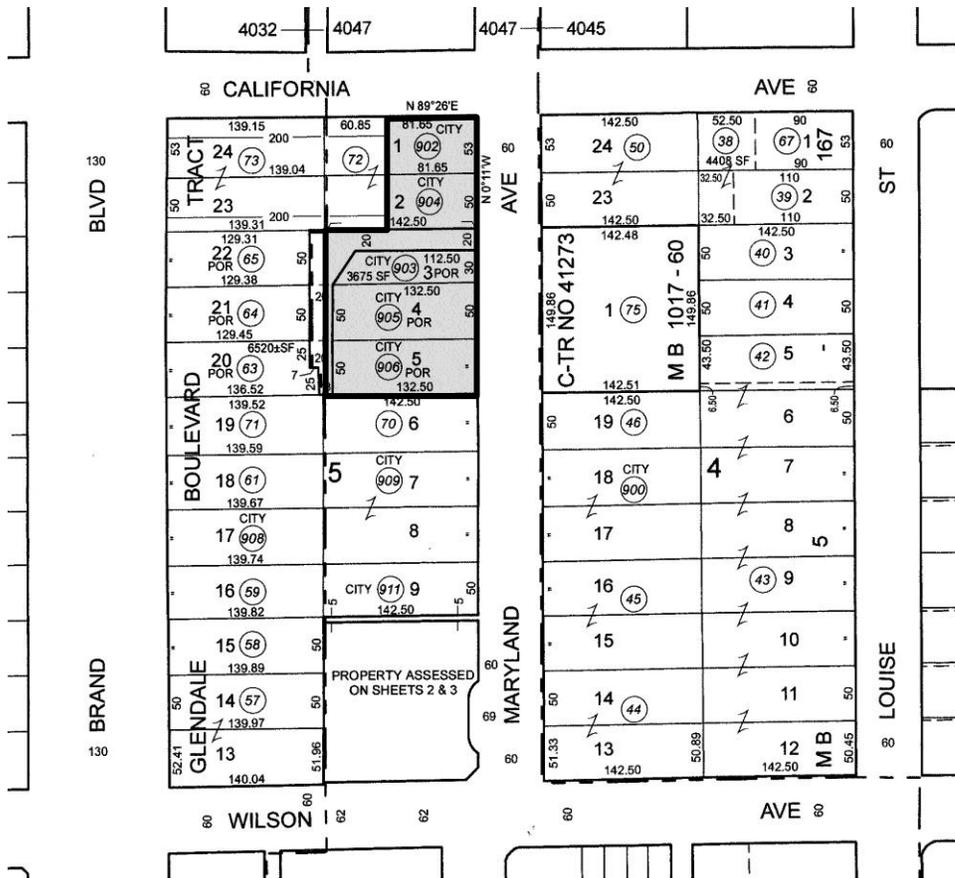
Lot #2 (APN: 5643-019-900)

Lot #2 currently operates as a surface parking lot. This Site is comprised by three City-owned lots, is approximately 20,375 square feet, and improved with 49 parking spaces.



Lot #3 (APN: 5642-016-902; 903; 904; 905; 906)

Lot #3 also currently operates as a surface parking lot with 66 parking spaces. This Site is comprised of five City-owned parcels that are encumbered with an alley right-of-way that extends to the alley located behind the Brand Boulevard businesses on the west through the middle of the site to Maryland Avenue. This alley must be retained but may be relocated and re-established on the south edge of this Site. The site area, excluding the alley right-of-way, is approximately 25,334 square-feet.



Both Sites are zoned Downtown Specific Plan (DSP)/Transitional District, a transitional zone between the high-intensity and high-rise spine of Brand Boulevard and the low-rise residential neighborhood to the east. This zone permits a variety of uses including hotels, general retail, restaurants, office, multi-family residential buildings and mixed-use developments. Projects in the Transitional District are permitted by right a height of four stories and 65 feet; however, hotels are eligible to increase the permitted height to six stories and 95 feet subject to a separate agreement with the City. (See footnote No. 1)

KEY BUSINESS TERMS

This RFP is for purposes of selecting a qualified developer who will be invited to enter into a limited-term Exclusive Negotiating Agreement (ENA) with the City. The developer will be selected based on their capability to, among other things, develop a minimum “Three-Diamond” level limited service hotel or hotels with associated amenities on one or both Sites and to replace all the existing public parking on the Site or Sites. The City is willing to consider proposals that connect the Sites via a bridge in the airspace over California Avenue or a connection underneath the street. During this ENA period, the selected developer will be provided with Site access via a right of entry agreement in order to conduct due diligence. In addition, during the ENA term the selected developer will be expected to conduct community outreach and to undertake good faith negotiation of long-term ground lease with the City for

lease of the Site or Sites. The City retains the right to negotiate all terms and conditions of the ground lease, and the City retains approval rights over land use entitlements.

The following section briefly describes the minimum business terms. Responses to the RFP must include the Proposer's acceptance of the minimum business terms set forth herein below:

1. **Minimum Hotel Quality-** The City is seeking a minimum "Three-Diamond" hotel and will require that the hotel maintain the minimum quality level the City Council approves in the Final Design. As part of assuring a minimum hotel quality, the Proposer will be required to secure a hotel management agreement and hotel franchise agreement that are subject to the review and approval of the City.
2. **Public Parking-** In addition to meeting the hotel's on-site parking requirement, and depending on which Site or Sites are proposed for development, the selected development team will be required to replace the public parking spaces currently located on the two City parking lots (49 spaces and 66 spaces respectively). The replacement parking may be placed on one or both sites. Automated parking will be considered; however, auto lifts may only be used for the hotel parking requirement and in conjunction with valet/attendant service.
3. **Financial Return to the City-** Proposals are expected to demonstrate the long-term financial return to the City through ground rent, Transient Occupancy Taxes (Glendale's rate is 12%), sales tax, and any other applicable revenue streams generated to the City. No City financial subsidies will be provided.
4. **Lease Term-** The City anticipates the initial lease term will be 55 with options to extend (not to exceed four 10-year options).
5. **Rent-** The City expects to receive a ground rent that is supported by the project value. In addition, some form of participation in net proceeds from a capital event such as a sale or refinancing may be desirable. Please note that submarket rent arrangements or other City assistance will trigger payment of prevailing wages. Proposers are encouraged to thoroughly familiarize themselves with the laws governing payment of prevailing wages.
6. **Jobs Program-** Proposer is expected to establish and maintain a program to communicate job opportunities and recruitment of City of Glendale residents for employment in connection with the construction, management, and operation of the hotel(s). The City has a model program that can be utilized or a separate program may be proposed.
7. **Development Entitlement and Fees-** Proposer will be responsible for obtaining all development entitlements for the project and to pay all permit, entitlement, and inspection fees required to be paid to governmental agencies (including the City of Glendale) with jurisdiction over the development and the Sites.

8. **Evidence of Financial Capability/Construction Loan-** The Proposer will be required to demonstrate verifiable evidence of financial capability to develop the project.
9. **Insurance-** The Proposer will be required to maintain certain minimum insurance coverages throughout term of the ground lease. (See Exhibit 6)
10. **Assignment-** The City will have reasonable right to approve any assignment of the ground lease, as well as changes in the hotel brand and operator.
11. **Completion Assurances-** The ground lease will include provisions to ensure completion of the project potentially including a completion guaranty.
12. **Performance Milestones and Benchmarks-** The ground lease will include specific performance standards and a schedule of performance outlining dates for planning, design, final entitlement, financing, construction and opening of the project. The ground lease will include default and clear termination provisions in the case of nonperformance.
13. **Prevailing Wage-** The Proposer will be required to construct the project in conformity with all applicable governmental requirements. In this regard, to the extent the City contributes financially towards the project or the rent is less than the fair market value, the project would qualify as a “public work” for which prevailing wages must be paid. The Proposer will bear the full risk to comply with all applicable governmental requirements, including, if found to be applicable, governmental requirements applicable to “public works.”
14. **FAR and Parking-** Proposers are expected to conform to the land use regulations of the DSP including height, floor area ratio, open space, and parking requirements.

DEVELOPMENT STANDARDS

Zoning

The Downtown Specific Plan is an urban design oriented plan, which sets the physical standards and guidelines as well as land use regulations for development activities within the Downtown. The Project Site is located within the Transitional District of the DSP. Proposers are strongly encouraged to read the entire DSP with particular focus on Urban Design (Chapter 4) and Open Space (Chapter 5). Parking and loading requirements are found in the Glendale Municipal Code Section 30.32. All proposals must comply with the development guidelines as set forth in the DSP and the Glendale Municipal Code. Planning questions should be directed to Principal Development Officer Mark Berry at mberry@glendaleca.gov.

Title

A link to the preliminary title report for each property prepared by Commonwealth Land Title Company and dated January 9, 2019, can be found in Exhibit 4 to this RFP and includes links to all recorded instruments affecting the property. With the exception of the alley affecting Lot #3, there are no recorded encumbrances or third-party interests or claims against the property.

Because each site is made of multiple lots, a parcel map or lot line adjustment (as applicable) will need to be processed at some time during the entitlement and permitting process.

Construction

If required for construction of subterranean levels, the City will grant Encroachment Permits for tie-backs into the City right-of-way; however, it will be the Proposers sole responsibility to obtain the necessary rights from adjoining private property owners to install tiebacks into private property, if needed.

During construction it will be the Proposer's responsibility to secure any and all needed staging areas. There is no City-owned property available nearby for that purpose. It will also be the Proposer's responsibility to secure off-street parking for construction workers. City parking permits may be available for the standard fee.

Any City contribution or subsidy to the project will require the Proposer to pay prevailing wage rates during construction.

PROPOSAL REQUIREMENTS

Submittals should include, at a minimum, the following information and follow this general outline.

1. Cover Letter

An overall introduction to the submittal that is signed by an individual authorized to certify the information being provided and to bind the proposing entity. The cover letter should contain a statement to the effect that the submittal is a firm offer for a 60-day (or more) period.

2. Executive Summary

This section should demonstrate the Proposer's knowledge and understanding of the project and must include a brief narrative of the proposed development concept, highlight the intended deliverables, and discuss the proposed strategy to achieve key milestones.

3. Development Team

The submittal must include a description of the Proposer's organizational structure, legal structure/form, and management approach, as well as a

description of the role of key individuals on the development team who will be involved in implementing the project. Information about the key individuals must include a description of their background, relevant experience, and their role and responsibility during the project. The key personnel included in the submittal should include architects, general contractors (optional), equity owners, and other team members (such as hotel brands and operators) that may be required for completion of the project.

Specifically, for each key person, a summary of their qualifications, should include: (i) a resume with past relevant development experience, specifically addressing projects related to the hotel projects; (ii) the location of key personnel (e.g. local office location, main headquarters, etc.); and (iii) a description of each individual's respective role, responsibilities and amount of involvement in this project.

4. Development Concept

This section shall include a: 1) statement describing the proposal, 2) conceptual site plan, and 3) conceptual renderings illustrating the development and how it meets the goals of this RFP. The Development Concept should indicate the proposed dimensions, the number of guest rooms, floor areas and preliminary function of spaces, and address the replacement parking and hotel parking requirements. Architectural style and other design features of critical importance to development success should also be addressed.

5. Prior Experience and References

The submittal shall include a thorough description of the Proposer's qualifications and experience that demonstrates the Proposer has the experience necessary to effectively meet the requirements of this RFP and the Development Concept being proposed, specifically, a description of:

- a. Proposer's experience, qualifications, and capabilities specifically related to: (i) design and planning; (ii) finance (debt and equity); (iii) construction and project management;
- b. Relevant development experience, including all major projects in which the proposer has been involved, and specifically developing and managing hotel projects. Information should include the following: (i) name, location, and dates of the project(s); and (ii) a detailed description of the project;
- c. Relevant operational experience;
- d. Prior experience in branding and franchising hotels;
- e. Proposer's experience in new construction including specific references to past projects;
- f. Proposer's experience working in the City of Glendale, if any; and
- g. Three (3) references including but not limited to the name, title, address, and phone number of the reference having first-hand

experience with the Proposer's performance on similar projects in (b) above. Each reference should relate to a different project.

6. Statement of Financial Capability

The submittal must describe your approach to financing, including the identification of potential equity investors, and should provide the following information:

- a. A description and evidence of financial capability of the entity submitting the response to this RFP including the ability to: (1) provide necessary capital to fund predevelopment activities; (2) secure construction and permanent loan financing; (3) provide required equity either directly or with capital partners; and (4) provide funding for ongoing operations (including maintenance, reserves, etc.).
- a. The financial roles, responsibility, and strength of members of the legal entity.
- b. Examples of financing sources, structures or mechanisms for projects completed by the Proposer similar to the type of financing envisioned by the Proposer for the Development Concept. .
- c. A description of the current relationship with lending or financial institutions or equity sources which have demonstrated interest in providing financing for the Development Concept.
- d. A description of any relevant or similar projects which Proposer has completed or is in the process of pursuing, acquiring, developing, or proposing to pursue, acquire, or develop.

7. Financial Feasibility Analysis

The Financial Feasibility Analysis shall include an estimate of project development milestones, construction financing methods, an estimate of project income, a pro forma statement of project return, and a description of the proposed method of construction and permanent financing amounts and sources of equity and debt capital. The Pro Forma Analysis must include the following:

1. Development cost including a line item break down: Building Shell, Parking (project and replacement), Off-Sites, and FF&E.
2. Detailed breakdown of soft costs (architecture, engineering, consultants, permits & fees, developer fees, contingency etc.).
3. Detailed Breakout of the monthly gross revenue projections including projected room rates, occupancy, etc.
4. Operating and maintenance expenses broken down by line item (e.g. management fees, franchise fees, taxes & insurance, administration, staffing, marketing, FF&E reserves, building maintenance, landscaping, security etc.).
5. Financing costs.

6. Funding sources – both capital and operational (if assumed).
7. Project Reserve detail.
8. A written description of how to finance construction of the project including estimates and potential financial terms for the construction loan, any grants or gifts, and equity investments.
9. A written description of the expected permanent financing, expected equity investment and conceptual terms for both. For both construction equity and permanent equity will those funds be internal or raised from outside sources.
10. Anticipated annual revenue to the City from all sources, including ground rent, participation rent, possessory interest tax, sales tax, and Transient Occupancy Taxes, as applicable.
11. Provide the return on cost for the project based on total cost and total cost.
12. Confirmation of prevailing wages associated with development of site.

The City recognizes the sensitive nature of the financial information requested in this RFP and therefore such information may be submitted under separate cover and labeled “Confidential.” All proposals are considered confidential until the City enters into a ground lease for the disposition and development of the Site or Sites with the selected developer, at which time the proposals shall become public information and available to the public for review. However, financial information submitted with the proposals will be treated as confidential to the extent authorized by law, including pursuant to the exceptions from disclosure authorized by the California Evidence Code and Public Records Act. Proposers not selected to through this RFP process may request the return of the confidential records submitted to the City in response to this RFP.

8. City Revenues

The submittal shall provide a financial summary that shows the projected revenues to the City, including ground rent, possessory interest taxes, Transient Occupancy Tax (TOT) revenues, and sales tax revenues, if applicable. The basic property tax rate is 1% of which the City receives 13.29%; the City imposes a 12% TOT, and receives 1% of taxable sales.

9. Timeline

Proposers shall provide an estimated-schedule showing the expected sequence of tasks and subtasks, with important milestones noted.

10. Conflict of Interest Declaration

Developer must complete and submit a Conflict of Interest Declaration attached to this RFP as Exhibit 3.

SELECTION PROCESS

The proposals received in response to this RFP will be screened by a selection committee. The evaluation criteria will give favorable consideration to Proposers who demonstrate significant experience with developments of similar scope and quality, and that demonstrate they have sufficient financial resources and experience to finance and complete the project. The evaluation criteria will include the following:

- 1) The technical competence and experience of the Proposer in successfully developing and managing/operating similar quality hotel projects;
- 2) Demonstrated financial capability to complete the project;
- 3) The quality of the proposed development concept including site planning, aesthetics, design approach, and hotel brand/quality;
- 4) How well the proposal meets the City's objectives for this request for proposals; and
- 5) Whether the proposal conforms to the submission requirements of the RFP.

SUBMISSION DEADLINE

Interested individuals or firms must submit written proposals that following the submittal requirements in this RFP. Proposers shall submit their proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. Proposers must submit five (5) complete copies of their proposal; three (3) copies must be bound; one (1) copy should be unbound and suitable for reproduction; and one (1) copy must be submitted electronically by email to jhiramoto@glendaleca.gov.

Proposals must be received electronically and in hard copy, not just postmarked, by the City of Glendale no later than 5:00pm on Thursday, April 18, 2019.

Proposals shall be addressed and delivered to:

City of Glendale
633 East Broadway, Suite 201
Glendale, CA 91206
Attn: Jennifer Hiramoto, Principal Economic Development Officer

Any questions regarding this RFP can be directed to Jennifer Hiramoto by email at jhiramoto@glendaleca.gov, or by phone at (818) 548-2005.

ACCEPTANCE OF SUBMITTALS

The City reserves the absolute right, in its sole discretion, to accept or reject any and all submittals at any time and for any reason. The City will reject incomplete submittals or those lacking sufficient information to allow effective evaluation of the submittal. The City reserves the right to request additional information from Proposers, waive any irregularities in the submittal requirements, or cancel, suspend or amend the provisions of this RFP at any time.

In addition to the required written proposal submission, those Proposers that the City determines, in its sole discretion, to be each qualified may be asked to make an oral presentation and be interviewed by a selection committee. Any oral interviews will be arranged with the individual identified in your proposal to receive notices.

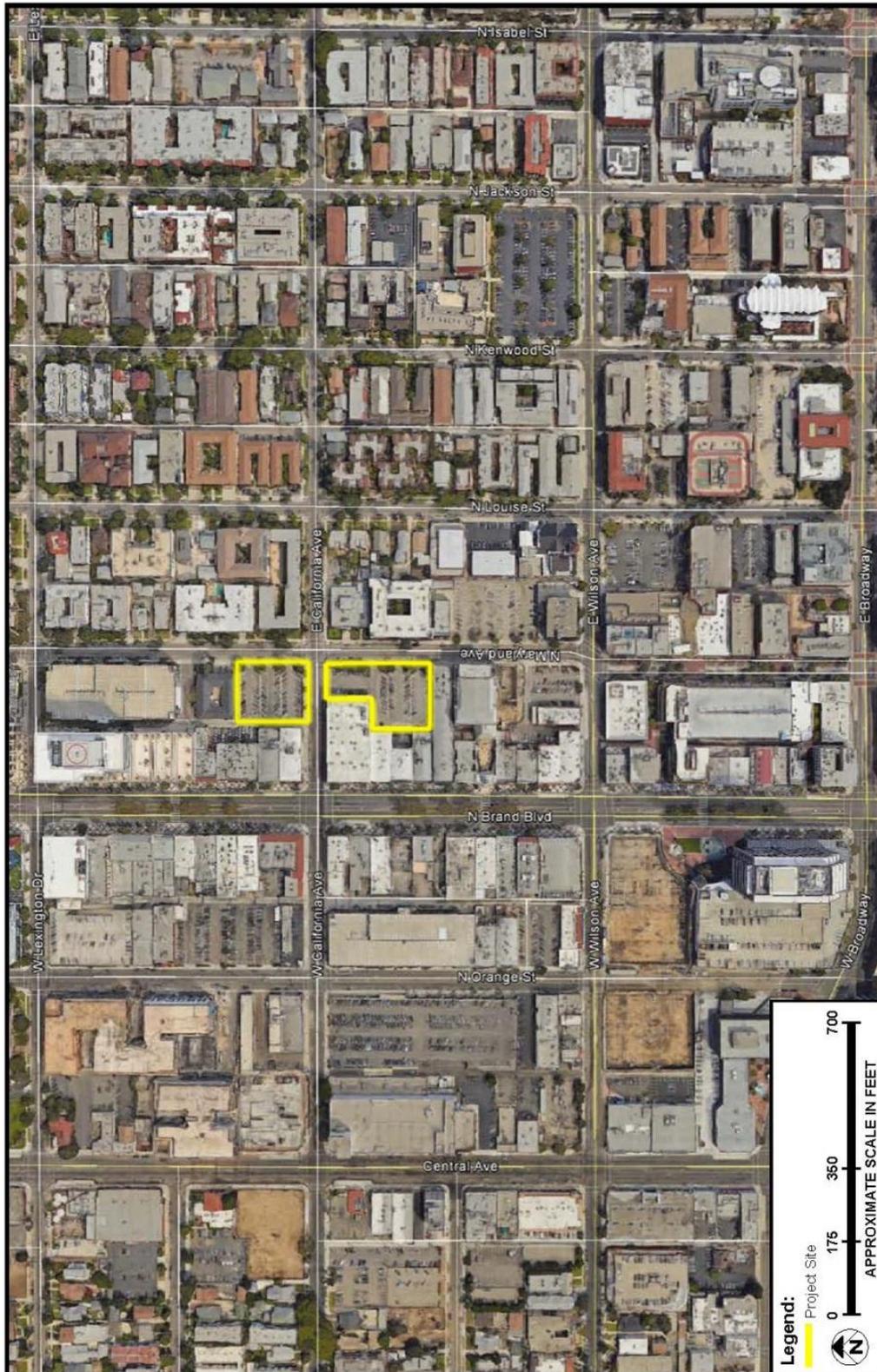
The selected proposer will be required to satisfy the City's insurance requirements, which will include providing certificates of coverage and endorsements.

NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

All responses to this Request for Proposals accepted by the City shall become the exclusive property of the City. Responses to this RFP shall remain exempt from public disclosure until negotiations with the winning Proposer are complete. Therefore, all proposals accepted by the City shall become a matter of public record, with the exception of those elements of each proposal which, pursuant to the California Evidence Code and Public Records Act, qualify as trade secrets, confidential or proprietary and are plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element (specifically, page, section, table or diagram, etc.) of a proposal which a developer desires to be non-disclosable as a public record must be clearly marked as set forth above. Blanket statements or non-specific designations of Trade Secret, Confidential or Proprietary information are not sufficient to protect documents submitted in response to this RFP from public disclosure, and such blanket statements or non-specific designations of Trade Secret, Confidential or Proprietary information shall not bind the City in any way whatsoever. If disclosure of responses to this RFP is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

- Exhibit 1 - Site Plan
- Exhibit 2 - Link to the Downtown Specific Plan
- Exhibit 3 - Link to GMC Section 30
- Exhibit 4 - Link to Preliminary Title Report
- Exhibit 5 - Conflict of Interest Form
- Exhibit 6 - Standard Insurance Requirements

Exhibit 1: Site Plan



The Downtown Specific Plan can be found online at:

<https://www.glendaleca.gov/government/departments/community-development/planning-division/plans-for-downtown-glendale/downtown-specific-plan>

Exhibit 3: Link to GMC Section 30.32

GMC Section 30 including the parking standards in GMC Section 30.32 can be found online at:

<http://qcode.us/codes/glendale/>

Exhibit 4: Link to Preliminary Title Report

The Title Reports for both Sites can be found online at:

<https://opcservices.sharefile.com/d-sfd6b3437c8b49d4b>



**City of Glendale
Disclosure - Campaign Finance Ordinance
Applicants Seeking Entitlement**

Submit to Permit Services Center, 633 E. Broadway, Rm. 101.
For more information, call 818-548-3200.

(To be Completed Prior to Preparation of Staff Reports for Consideration of Entitlement Matter by Council, Agency, or Authority, or at Time of Appeal to the City Council if the Applicant is also the Appellant)

In August 2011, the Glendale City Council adopted Ordinance No. 5744, which becomes effective on September 9, 2011 ("Ordinance"). The Ordinance prohibits campaign contributions from "applicants seeking entitlement," their contractors and subcontractors (including their architects, engineers, and design professionals) while the application is "pending" and for 12 months thereafter. The Ordinance also prohibits Council Members from voting on any matter pertaining to an entitlement if the Council member has received a campaign contribution from the applicant seeking the entitlement, or certain contractors or subcontractors of the applicant, within the 12-month period preceding the vote.

The Applicant and the Owner/Lessor hereby discloses as follows.

(If printing, please print legibly. Use additional sheets as necessary.)

I. Name of Applicant and Name of Owner/Lessor on whose behalf application is filed:

Full Name	Title	Business Address	City	State	Zip

II. Officers or owners/investors of Applicant Entity. Please also disclose the following persons or entities related to the applicant entity: CEO/President, Chairperson, Chief Operations Officer, Chief Financial Officer, any member of the Board of Directors, and any individual or entity that owns 10% or more the contractor of applicant seeking entitlement, as well as any campaign +

Full Name	Title	Business Address	City	State	Zip

III. Contractor of Applicant(s) Seeking Entitlement*

Full Name	Title	Business Address	City	State	Zip

* "Contractor of Applicant Seeking Entitlement" means "a person who has, or has been promised, a contract as an architect, design professional, engineer, or general or prime contract with an applicant seeking entitlement. "Contractor of applicant seeking entitlement," includes not only the contracting party but also the CEO/President, Chairperson, Chief Operations Officer, Chief Financial Officer, any member of the Board of Directors, and any individual or entity that owns 10% or more the contractor of applicant seeking entitlement, as well as any campaign committee that is sponsored and controlled by the contracting party. Please list the names and addresses of all of these parties.

IV. Subcontractor of Applicant(s) Seeking Entitlement**

Full Name	Title	Business Address	City	State	Zip

** "Subcontractor of Applicant Seeking Entitlement" means "a person who has, or has been promised, a subcontract as an architect, design professional, engineer, or perform other work with a contractor an applicant seeking entitlement."

"Subcontractor of applicant seeking entitlement," includes not only the subcontracting party, but also the CEO/President, Chairperson, Chief Operations Officer, Chief Financial Officer, any member of the Board of Directors, and any individual or entity that owns 10% or more the subcontractor of applicant seeking entitlement, as well as any campaign committee that is sponsored and controlled by the subcontracting party. Please list the name and addresses of all of these parties.

V. Disclosure. The Applicant Seeking Entitlement has made campaign or officeholder contributions in the preceding 12 months to City of Glendale elected officials as follows:

Elected Official	Name of Individual or Entity	Date of Contribution

I hereby certify, on behalf of the above-named applicant(s) and owner(s)/lessor(s), that the applicant seeking entitlement has made the campaign contributions as set forth above. I also certify that the names of all contractors of applicant and all subcontractors of applicant, as of today's date, are fully set forth above. I further acknowledge that the applicant has a continuing obligation to update this disclosure form if the applicant selects additional or substitute architects, design professionals, contractors or subcontractors within ten (10) days of the selection or change. I hereby certify that I have been legally authorized by the applicant/owner/lessor to submit this disclosure form and certify to the content hereof.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at _____, California

Applicant's Signature _____, Print Applicant's Full Name _____

Applicant's Address _____

Applicant's Contact Phone Number _____

Applicant's Email Address _____



**ACKNOWLEDGMENT OF RECEIPT OF
CAMPAIGN FINANCE DISCLOSURE**
(To Be Submitted at Time of Application Submittal)

Submit to Permit Services Center, 633 E. Broadway, Rm. 101. For more information call 818-548-3200.

PROPERTY ADDRESS: _____

ENTITLEMENTS REQUESTED: _____

I hereby acknowledge, on behalf of the applicant(s) and owner(s)/lessor(s) for the project above, that the applicant seeking entitlement has received the campaign finance disclosure forms related to applicants seeking entitlement before the City Council, Redevelopment Agency and Housing Authority. I acknowledge it is the applicant's responsibility to review the requirements of the City's campaign finance ordinance, including its disclosure obligations and its applicability to the applicant and its contractors and subcontractors, which include architects, engineers, design professionals, prime or general contractors, and subcontractors retained by the applicant at the time the application is pending before the Council, Redevelopment Agency or Housing Authority.

Executed on _____ at _____, California

Applicant's Signature _____,

Print Applicant's Full Name _____

Exhibit 6: Standard Insurance Requirements

- Environmental Insurance Commitment.

Upon the Commencement Date Lessee shall have obtained an unconditional and binding commitment from an insurance company acceptable to Lessee for pollution legal liability insurance affording coverage for bodily injury, property damage, cleanup costs and construction delays arising from or associated with environmental conditions existing in, on or under the Site, (i) prior to the Commencement Date (including without limitation, arising from any underground storage tanks that may be present under the Site), and (ii) first occurring on or after the Commencement Date, with a premium amount, coverage limits, deductible/self-insured retention amount, term of coverage and such other terms and conditions as are acceptable to Lessee ("Environmental Insurance Commitment"). The Environmental Insurance Commitment shall expressly provide coverage for the indemnities afforded to the Lessor pursuant to the provisions of Sections 13.3-13-6 of this Agreement.

- Required Insurance.

During the entire Lease Term, Lessee, at its sole cost and expense, shall maintain or cause to be maintained insurance policies protecting against all of the following types of risk and loss:

(i) Insurance against loss or damage to the Improvements on the Premises, resulting from fire, earthquake (to the extent commercially available at commercially reasonable rates), windstorm, hail, lightning, vandalism, malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies. Such insurance shall be maintained in an amount not less than one hundred percent (100%) of the full insurable value of the Improvements, all furnishings, fixtures, and equipment on the Premises from time to time, and the estimated cost of any architectural and engineering fees, inspection and supervision costs, and other costs that would be incurred to replace the Improvements on the Premises to their pre-existing condition. As used herein, the term "full insurable value" shall mean the actual replacement cost (excluding the cost of excavation, foundations, and footings below the ground level and without deduction for depreciation) of the Improvements, including without limitation the cost of construction of the Improvements, architectural and engineering fees, inspection and supervision, and applicable governmental permit fees. To ascertain the amount of coverage required, Lessee shall cause the full insurable value to be determined from time to time by the insurer or by a qualified expert mutually acceptable to Lessor and Lessee, not less often than once every three years. Lessor shall be included as a loss payee under the commercial property insurance.

(ii) Use and occupancy or business interruption or rental income insurance against the perils of fire, windstorm, hail, lightning, vandalism and malicious mischief, riot and civil commotion, and such other perils ordinarily included in extended coverage fire insurance policies, in an amount equal to not less than two times the sum of the highest Ground Rent paid to Lessor in any year under this Lease and twelve (12) months fixed operating expenses of Lessee, except to the extent such insurance is not commercially available at commercially

reasonable rates due to reasons other than the wrongful acts or omissions or dangerous or hazardous activities of Lessee.

(iii) Commercial general liability insurance, to protect against loss from liability imposed by law for damages on account of personal injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Lessee or under Lessee's control or direction, and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from the acts or activities in connection with the Premises and Improvements of Lessee or its invitees and sublessees, or any person acting for Lessee, or under its control or direction. Any such property damage and personal injury insurance maintained by Lessee at any time during the term of this Lease shall name Lessor and its officials, officers, employees, agents, volunteers, and consultants as additional insureds and shall also provide for and protect Lessor against incurring any legal cost in defending claims for alleged loss. Coverage afforded to the City and its representative must be at least as broad as that afforded to Lessee. If Lessee has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to the City and its representatives. Such coverage may be arranged through any combination of primary and excess insurance as required to achieve the limits specified, provided that any excess liability policy does not restrict coverage provided in the primary policy. Such personal injury and property damage insurance shall be maintained in full force and effect during the entire term of this Lease in an amount not less than Ten Million Dollars (\$10,000,000.00) combined single limit, Fifteen Million Dollars (\$15,000,000) in the aggregate, as of the Effective Date of Lease, which minimum amount of coverage shall escalate on the January 1st next following the fifth anniversary of the Commencement Date and once every five years thereafter in proportion to the escalation, if any, during such period in the Consumer Price Index. Lessee agrees that the provisions of this Section 13.3(iii) as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from Lessee's activities, the activities of its invitees and sublessees, or the activities of any other person or persons for which Lessee is otherwise responsible.

(iv) Business automobile coverage for bodily injury and property damage liability for all activities of Lessee arising out of or in connection with the activities and services to be performed and provided pursuant to this Lease, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than Five Million Dollars (\$5,000,000.00) combined single limit for each occurrence, which minimum amount of coverage shall escalate on the January 1st next following the fifth anniversary of the Commencement Date and once every five years thereafter in proportion to the escalation, if any, during such period in the Consumer Price Index.

(v) Builder's risk insurance during all periods of construction, reconstruction, or alteration of any Improvements on the Premises against "all risk" of physical loss, including without limitation the perils of flood, collapse, and transit, with deductibles acceptable to Lessor, covering the total cost of work performed, equipment, supplies, and material furnished on a replacement cost basis with no co-insurance penalty.

(vi) Contractor's pollution liability insurance for contractors or subcontractors performing construction work written on a form acceptable to Lessor providing coverage for liability arising out of sudden, accidental, and gradual pollution. The policy limit shall be not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate, which minimum amount of coverage shall escalate on the January 1st next following the fifth anniversary of the Commencement Date and once every five years thereafter in proportion to the escalation, if any, during such period in the Consumer Price Index. When this insurance is required, all activities comprising the work shall be specifically scheduled on the policy as "covered operations". The policy shall provide coverage for the hauling of waste from the Premises to the final disposal location, including non-owned disposal sites. Products/completed operations coverage must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work.

(vii) Liquor liability coverage in the amount of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate, which minimum amount of coverage shall escalate on the January 1st next following the fifth anniversary of the Commencement Date and once every five years thereafter in proportion to the escalation, if any, during such period in the Consumer Price Index.

(viii) Workers compensation insurance, statutory limits, and employer's liability insurance with limits of at least One Million Dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code. Such workers compensation insurance shall cover all persons employed by Lessee in connection with the Premises and Improvement, and shall cover full liability for compensation under any such act aforesaid, based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the Premises and Improvements, or the operation thereof by Lessee. In addition, Lessee shall require each sublessee and subcontractor to similarly maintain workers compensation insurance and employer's liability insurance meeting the requirements of this Section 13.1 (iv) for all of said sublessee's and subcontractor's employees.

(ix) Lessee hereby agrees to waive rights of subrogation which any insurer of Lessee may acquire from Lessee by virtue of payment of any loss. Lessee agrees to obtain any endorsements that may be necessary to effectuate this waiver of subrogation. The workers compensation policy shall be endorsed with a waiver of subrogation in favor of Lessor for all work performed by Lessee, its employees, agents, and contractors and subcontractors.

In the event that the holder of a Mortgage obtained in accordance with Section XX of this Lease which has registered its name and address with Lessor acquires the leasehold interest created by this Lease, such Mortgagee shall have the right to self-insure with respect to the risks specified in this Section XX if such Mortgagee is an Institutional Lender.

- General Insurance Provisions and Requirements.

Lessee shall provide copies of all insurance policies or certificates of insurance, with original endorsements, to Lessor as evidence of the insurance coverage required herein. Insurance certificates must be approved by Lessor prior to the Commencement Date and prior to commencement of performance by Lessee or issuance of any permit. Current certification of insurance shall be kept on file with Lessor at all times during the Lease Term. Lessee shall also deliver to Lessor appropriate evidence of payment of the premiums for all required insurance prior to the Commencement Date and thereafter, during the entire Lease Term, at least thirty (30) days prior to expiration of coverage.

All insurance provided under Section XX of this Lease shall be primary insurance for the benefit of Lessee and Lessor and not contributory with any other insurance that may be maintained from time to time by Lessor in its sole and absolute discretion. Each insurer shall waive all rights of subrogation against Lessor, its elected and appointed officers, officials, employees, agents, and volunteers.

Lessor and its elected and appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds (the "City Additional Insureds") under all general, liquor, and pollution liability policies with respect to liability arising out of Lessee's activities related to this Lease and with respect to Lessee's use and occupancy of the Premises. Said insurance shall also be for the benefit of the Mortgagee, if any.

Lessor shall be listed as payee on property and builder's risk policies.

Lessee covenants not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any fire or other insurance policy covering the Premises.

All insurance shall be written on an occurrence-made basis except for except pollution liability insurance.

Lessee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein and Lessee shall ensure that Lessor is an additional insured on the insurance required from contractors and subcontractors. For CGL coverage, contractors and subcontractors shall provide the City Additional Insured with coverage with a form at least as broad as the coverage afforded to must be at least as broad as that afforded to all contractors and subcontractors. If any contractor or subcontractor has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to the City Insureds.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Lessor, its elected and appointed officers, officials, employees, agents, and volunteers.

The insurance required by this Lease shall not be suspended, voided, canceled, or reduced in coverage or limits except after thirty (30) calendar days (ten (10) calendar days

written notice of non-payment of premium) written notice has been received by Lessor. It shall be Lessee's obligation to ensure that provisions for such notice have been established.

All insurance provided under Section XX shall be periodically reviewed by the Parties for the purpose of adjusting the minimum limits of such insurance to amounts which may be reasonable and customary for similar facilities of like size and operation; provided, however, that in no event shall Lessor be required to consent to or approve a reduction in the amount of insurance to be provided pursuant to Section XX.

The insurance to be provided by Lessee may provide for a deductible or self-insured retention of not more than Ten Thousand Dollars (\$10,000.00), with such amount to increase at such times as Lessor may require commercially reasonable increases in the policy limits as set forth above; provided that the percentage increase in the deductible or self-insured retention shall not exceed the percentage increase in the Consumer Price Index since the last requested adjustment; and further provided that Lessee may maintain such higher deductibles or self-insured retention as may be approved in writing by the City Manager or his or her designee. In the event such insurance does provide for deductibles or a self-insured retention, Lessee agrees that it will fully protect Lessor, its boards, officials, officers, employees, and consultants in the same manner as these interests would have been protected had the policy or policies not contained the deductible or retention provisions.

All insurance herein provided for under Section XX shall be effected under policies issued by insurers of recognized responsibility licensed or permitted to do business in the State of California with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Manager of Lessor or his or her designee.

Any insurance required to be maintained by Lessee pursuant to Section XX may be taken out under a blanket insurance policy or policies covering other premises or properties, and other insureds in addition to the Parties hereto; provided, however, that any such policy or policies of blanket insurance shall specify therein, or supplemental written certification from the insurers under such policies shall specify, the amount of insurance irrevocably allocated to the coverage to be provided under Section 13.3 and provided further, that in all other respects, any such blanket policy shall comply with the other provisions of Section XX.

Lessee hereby waives any claim against Lessor for any loss that is required to be covered by insurance of the type specified in Section XX. By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability under the covenants set forth in this Lease, including without limitation the indemnity provisions herein.

Lessee shall give Lessor prompt and timely notice of any claim made or suit instituted arising out of or resulting from Lessee's performance under this Lease and confirmation, if such be the fact, that the claim or suit has been tendered to Lessee's insurer and the insurer has accepted said tender.

- Failure to Maintain Insurance.

If Lessee fails or refuses to procure or maintain insurance as required by this Lease, Lessor shall have the right, but not the obligation, at Lessor's election, and without notice to Lessee or any Mortgagee, to procure and maintain such insurance. The premiums paid by Lessor shall be treated as additional rent due from Lessee, to be paid on the first day of the month following the date on which the premiums are paid. Lessor shall give prompt notice of the payment of such premiums, stating the amounts paid and the name of the insured(s).