



ELECTIONS CODE SECTION 9212 REPORT

PREPARED FOR

THE ALAMEDA CITY COUNCIL, JULY 1, 2014

REGARDING THE FOLLOWING INITIATIVE MEASURE:
Initiative Measure to Amend City of Alameda General Plan
including the 2007-2014 Housing Element and the Zoning
Ordinance to Classify Approximately 3.899 acres of Land
adjacent to McKay Avenue as Open Space

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A. Introduction

This Report evaluates the potential impacts of the “Initiative Measure to Amend City of Alameda General Plan including the 2007-2014 Housing Element and the Zoning Ordinance to Classify Approximately 3.899 acres of Land adjacent to McKay Avenue to Open Space”, an initiative that has qualified for the ballot in the City of Alameda, California. The full text of the proposed Initiative is included as Appendix I.

If passed, the Initiative would amend portions of the City of Alameda’s General Plan and Zoning Ordinance. The specifics of the Initiative are summarized in Section D of this Report.

When an initiative is circulated and qualifies for the ballot, Section 9212 of the California Elections Code authorizes a City to request a report regarding the potential impacts of the initiative prior to deciding whether to adopt the initiative or to order an election of the voters to approve or reject it. Section 9212 is reproduced in full in Appendix II.

On June 3, 2014, the City Council of Alameda requested that City staff and its consultants prepare an analysis of the proposed Initiative specifically addressing the Initiative’s potential impacts on housing and other land uses in Alameda, potential fiscal and economic impacts, and possible legal issues associated with the Initiative’s language and implementation. This Report will be presented to the City Council at its regularly scheduled meeting of July 1, 2014.

B. Description of the Site

The 3.899-acre site (Site) which is the subject of the Initiative is located south of Central Avenue and to the west of McKay Avenue and is owned by the United States of America (the Federal Government).

The Site is bounded by multi-family residential uses to the west, federal office and research buildings utilized by the Department of Agriculture (USDA) to the north, an East Bay Regional Park District (EBRPD) visitor center and parking lot to the east, and an EBRPD maintenance facility (corporation yard) and building called “Glory of the Seas” to the south. The Site is almost entirely paved with two two-story, 1940s era, vacant federal office buildings containing a total of approximately 25,200 gross square feet, and a parking lot. There are two small unmaintained ornamental lawn areas located within the Site and a row of

ornamental trees line the west and south boundaries. The Site is fenced to restrict access by trespassers. The Site is designated as Assessor's Parcel Number 074-1305-026.





Access is from McKay Avenue, a road owned by the State of California with access easements in favor of the Federal Government. There are existing waste water (sewer) and water lines located under McKay Avenue. Currently, McKay Avenue does not include any storm water facilities which could potentially cause concerns about discharges into San Francisco Bay, possibly in violation of the Clean Water Act.

C. Current Ownership of the Site

The Site is currently owned by the United States Government and managed by the federal General Services Administration (GSA). The Site was part of a 100-acre federal facility developed in 1942, as the U.S. Maritime Officer Training School. In 1961, the Federal Government sold the majority of the federal facility to the State of California, retaining 7.6 acres as the Alameda Federal Center. In 2011, the Federal Government consolidated the remaining operations at the federal facility on to the northerly portion and placed the southern four acres up for sale.

The GSA conducted a public online auction on June 1, 2011. Thereafter, the GSA entered into a purchase agreement for the Site on October 14, 2011 with STL Company LLC of Roseville, California, obtaining a sales price of \$3,075,000. Closing was to occur within 18 months, but has been extended. The public

auction documents and the purchase agreement are attached as Appendix III. As of the date of this Report, ownership remains with the Federal Government.

D. What the Initiative Does and How the Initiative Would Impact the City's General Plan and Zoning Ordinance

The Initiative attempts to modify the future use of only the Site. No other land in the City is affected. The Initiative changes the General Plan designation and Zoning designation for the Site. The Site is currently designated for Medium Density Residential Use in the General Plan and for multi-family and single family residential use in the Zoning Ordinance. The Initiative would change the General Plan land use element designation for the Site from Medium Density Residential to Parks and Public Open Space and the Zoning designation to Open Space. In addition, the Initiative would change the General Plan Housing Element to remove the Site from the City's State-required inventory of sites available for residential development for the period 2007 through 2014.

It should be understood that the initiative:

- Will not change the ownership of the Site. Changing the Zoning and General Plan designations will not cause the land to be transferred to the EBRPD, the City of Alameda or any other governmental entity for public use as a park.
- Will not create a public park. The changes in the Zoning Ordinance and General Plan will not change the physical conditions on the Site. Even with the changes in the Zoning Ordinance and General Plan, the Site will remain with vacant buildings and parking lot fenced off from the public.

The changes in the Zoning Ordinance and General Plan would limit the use and development of the Site by any owner subject to the City's laws. The Open Space designation limits uses to public and private parks, parkways, playgrounds, golf courses, country clubs, and land reserves. With a conditional use permit approved by the Planning Board, a structure or building located in the park, playground, golf course or country club may be approved, and a public and/or commercial concessionaire activity or a small craft marina facility may be approved. Additional uses such as parking lots and maintenance facilities would require a conditional use permit be issued by the City after a public hearing.

On June 9, 2014, the City of Alameda Planning Board recommended that the City Council approve a new Housing Element for the period 2015 through 2023. The draft Housing Element recommended by the Planning Board removes the

Site from the City's State-required inventory of sites available for residential development for the period 2015 through 2023, due to uncertainty about access to the Site for residential purposes.

If the City Council approves the Planning Board's recommended Housing Element in July 2014 as scheduled, the Initiative would have no impact on the General Plan Housing Element. If the Council does not approve the new Housing Element, the Initiative would remove the Site from the adopted list in the 2007-2014 Housing Element and the City would be required to identify an additional site or sites to replace the loss of the Site.

E. Impact of the Initiative on Proposed Land Use Alternatives at the Site: Status Quo, East Bay Regional Park District Proposal, Developer Proposal

The impact of the Initiative on the use of the Site is dependent on the ownership of the Site. For that reason, this analysis considers three different ownership scenarios.

Scenario #1: Federal Government Retains Ownership

Generally, under the Supremacy Clause and the Property Clause of the U.S. Constitution, Congress has preemptive powers over state and local control of federal lands and thus the Federal Government does not have to comply with a city's zoning ordinance. Even a Federal Government lessee is not required to obtain a permit from a city in compliance with local zoning ordinances. For instance, the United States Postal Service need not comply with local zoning regulations in construction of a post office on land owned or leased by the Federal Government.

Therefore, if the Federal Government retains ownership of the Site, the Initiative would have no impact on the Federal Government's use of the land. The Federal Government would be able to use the Site indefinitely for any use that the Federal Government determined was necessary. The Federal Government would not request City approval or City permits for any improvements at the Site.

Scenario #2: The East Bay Regional Park District or other Local Agency Takes Ownership

The EBRPD has expressed interest in obtaining ownership of the Site from the Federal Government. As the Initiative proponents assert in their materials (see Appendix I) and as the EBRPD itself asserts in its development proposal materials (see below), EBRPD has some \$6 million in local taxpayer approved funds to acquire the Site. These funds are available to EBRPD due to Alameda voters' support of a taxing measure called Measure WW which was approved on the 2008 ballot.

If EBRPD becomes the owner of the Site, the question is whether EBRPD would be required to comply with local zoning regulations. This issue is addressed in California Government Code sections 53090 through 53095, "Regulation of Local Agencies by Counties and Cities." Section 53091 expressly requires local agencies to comply with cities' and counties' zoning ordinances. Accordingly, if EBRPD is a "local agency" as defined by section 53090, it must comply with the City's Zoning Ordinance.

Section 53090 defines "Local Agency" as: [A]n agency of the state for the local performance of governmental or proprietary function within limited boundaries. "Local agency" does not include the state, a city, a county, a rapid transit district, or a rail transit district. Case law has further defined "local agency" as any district, agency or authority created or authorized by state law and exercising governmental functions within limited territorial boundaries.

For the purposes of this statute, EBRPD is a "local agency" under this definition. EBRPD exercises limited governmental functions—the management and maintenance of park land—in a limited geographic area—Alameda and Contra Costa Counties. Accordingly, under Section 53091, EBRPD must comply with the City's Zoning Ordinance.

EBRPD has expressed interest in acquiring and developing the Site. The "Crab Cove Conceptual Plan" most recently released by the EBRPD at an Alameda City Council meeting on June 3, 2014 is shown below. EBRPD's plan involves reconfiguration of existing facilities and improvements to amenities, including new picnic sites, an amphitheater, additional parking and a bus turnaround and expansion of its maintenance facility. The potential addition of a concession stand or café is also contemplated.

Crab Cove Conceptual Plan*



*Contingent on federal property becoming available.

Our Commitment to Alameda



Robert W. Crown Memorial State Beach

is named after the State Assemblyman who campaigned for its preservation as public parklands.

For almost 50 years, the East Bay Regional Park District has honored Robert Crown's legacy by operating Crown Beach and Crab Cove on behalf of the State of California, providing exceptional outdoor recreation and education experiences, programs and events to generations of Alamedans.

The Park District also operates Alameda Beach for the City of Alameda, saving the City hundreds of thousands of dollars annually. Together, Crown and Alameda Beach make up the longest beach on the San Francisco Bay.

Each year, over 1.5 million visitors use the beach and the Bay Trail and tens of thousands of school children visit Crab Cove to learn about the marine environment.

The Park District is a long-time committed community partner providing dozens of local jobs and contributing millions of dollars to the local economy. Over the years, the Park District has invested over \$50 million to preserve and protect this beautiful beach amenity.

In 2008, the Park District worked with City officials to identify projects to be funded by Measure WW bond funds. Acquisition and development of the federal property on McKay Avenue to expand Crown Beach was identified as a priority project. 72% of Alamedans voted in favor of Measure WW.

The Park District's vision for Crown Beach and Crab Cove is to update and modernize the visitor center, open up more shoreline to recreation, protect from sea level rise, create a new gateway entrance and more! See the Crab Cove Conceptual Plan on the back of this flyer.

Please tell us what you think!

Email: pubaffs@ebparks.org



The Initiative in combination with the other provisions of the Zoning Ordinance would:

- Permit use of the property by the EBRPD or other local agency for open space and park purposes.

- Require that the Park District apply for a Conditional Use Permit from the City for the construction of the proposed parking lots, corporation yards, and buildings proposed in the EBRPD Conceptual Plan. The Planning Board would be required to hold a noticed public hearing to consider the proposed Conditional Use Permit. Decisions of the Planning Board may be appealed to the City Council.

At Crown Beach, much of the property is owned by the State of California with operation and maintenance handled by the EBRPD. If, instead of EBRPD obtaining ownership, the State becomes the owner of the Site, the State would be exempt from the provisions of the Initiative.

In general, the State of California is exempt from the City's zoning ordinances. This doctrine is often referred to as the doctrine of "sovereign immunity" and has been expressed by the California Supreme Court in *Hall v. City of Taft*, holding that when the State engages in sovereign activities such as the construction and maintenance of state buildings, it is not subject to local zoning regulations. It is not relevant that the affected city is a charter or general law city, nor does it matter whether the property involved is owned or leased by the State.

Therefore, if the State of California becomes the owner of the Site, the Initiative would have no impact on the State's use of the property. The State would be able to use the property indefinitely for any use that the State Government determined was necessary to support State objectives. The State would not request City approval or City permits for any improvements on the property.

Scenario #3: The Property is Owned by a Private Entity or Individual

Private, non-governmental entities, such as possible developers, are subject to the City's Zoning Ordinance and General Plan. Therefore, a private owner would be prohibited from using the Site for a residential use.

STL Company LLC (Developer) has filed an application with the City to develop 48 houses on the Site. Seven of the units would be restricted for sale or rent to very low (2), low (2), and moderate (3) income households. The City of Alameda has deemed that application incomplete for processing until such time that access to the site is resolved between the Federal Government and the State of California.

According to the Developer, the proposed project would demolish the two existing buildings on the Site and construct 48 two and three-story single family homes. The

average lot size would be approximately 2,000 square feet. The three-bedroom homes would front on streets or landscaped paseos and would include two-car rear-accessed garages. The paseos would allow for passive recreational amenities such as gathering spaces and outdoor shade structures. Access to the Site is proposed to be provided by McKay Avenue and a network of internal streets. The internal streets would be privately maintained.



SOURCE: Abrams Associates

Neptune Beach - 130008

Figure 4
Proposed Project Site Plan

The Initiative in combination with the other provisions of the Zoning Ordinance would:

- Prohibit use of the Site by the Developer or other private entity for residential use.
- Require that the Developer withdraw its application, or the City of Alameda would be required to deny the application.
- Permit use of the Site by the Developer for public and private parks, parkways, playgrounds, golf courses, country clubs, and land reserves.

F. Potential Legal Impacts of the Initiative and Estimated Costs

Passage of the Initiative could potentially lead to litigation against the City. Because the Initiative seeks to substantially down-zone a valuable parcel of residentially-zoned land located in a desirable part of the City, it is conceivable that passage of the Initiative would result in litigation against the City by those whose economic interests are adversely affected. The Initiative proponents have publicly stated that the Initiative is intended to stop the Federal Government's sale of the Site to the Developer and to prevent development of the Site by the Developer. EBRPD has publicly stated that it brought a currently pending lawsuit against the City in an effort to cause the City to down-zone the Site to prevent the Federal Government's sale of the Site to the Developer and, as a result, hopes to force the Federal Government to instead sell the Site to the EBRPD at a lower price. In light of those facts, and the fact that the Initiative, if passed, would designate the Site as Open Space and eliminate its current residential zoning, the Federal Government or the Developer potentially could bring a lawsuit against the City challenging the Initiative.

It is not the intent of this Report to undertake a full legal analysis of all the possible legal claims which could be brought with regard to the Initiative as doing so could hamper the City's future efforts to defend the Initiative in Court if the City were to be sued. The City would defend any such claim and, regardless of whether the City ultimately prevailed in Court, the City would incur legal defense costs. Legal defense costs are likely to amount to hundreds of thousands of dollars. Damages, if the City were to lose in Court, could amount to millions of dollars.

A potential legal challenge could assert that by down-zoning the Site (from residential to open space), the City is precluding the owner from realizing its full economic benefit. In such a claim the City would be asserted to have committed a "taking" of a valuable property right in violation of the Fifth and Fourteenth Amendments of the United States Constitution and Article I, Section 19 of the California Constitution. As a result, the property owner would claim the City should purchase the site at its fair market value.

Generally, to prove such a claim, the property owner would have to show that it has been deprived of substantially all economically viable use of their land. The California Supreme Court held in a 1997 decision in the case of *Kavanau v. Santa Monica Rent Control Board* that when a regulation does not result in a physical invasion and does not deprive the property owner of all economic use of

the property, the Court can still find that a taking has occurred after evaluating the following factors when challenging a zoning regulation:

1. The economic impact of the regulation on the property owner;
2. The extent to which the regulation has interfered with distinct investment-backed expectations;
3. The character of the governmental action;
4. Whether the regulation interferes with interests that are sufficiently bound up with the reasonable expectations of the claimant to constitute property for Fifth Amendment purposes;
5. Whether the regulation affects the existing or traditional use of the property and thus interferes with the property owner's primary expectation;
6. The nature of the government's interest in the regulation, and, particularly, whether the regulation is reasonably necessary to the effectuation of a substantial public purpose;
7. Whether the property owner's holding is limited to the specific interest the regulation abrogates or is broader;
8. Whether the government is acquiring resources to permit or facilitate uniquely public functions such as government's entrepreneurial operations;
9. Whether the regulation permits the property owner to profit and to obtain a reasonable return on investment;
10. Whether the regulation provides the property owner benefits or rights that mitigate whatever financial burdens the law has imposed;
11. Whether the regulation prevents the best use of the land;
12. Whether the regulation extinguishes a fundamental attribute of ownership; and
13. Whether the government is demanding the property as a condition for the granting of a permit.

It is beyond the scope of this Report to speculate as to what inventive arguments highly skilled lawyers could make based generally on the above concept. The

City would vigorously oppose those arguments. In addition to incurring substantial expense for its own legal fees, in the event such a lawsuit were successful, the City would be potentially liable for a range of damages including having to pay the property owner the fair market value of the Site. In a takings case, the Court would determine the fair market value which is likely to be in the millions of dollars. Damage estimates range from the amount of the pending sales contract for the Site which has a price of \$3,075,000 (see the documents at Appendix III) to \$5.6 million based on the City's Development Impact Fees Update and Nexus Study dated June 18, 2014 which places \$1.4 million per acre value on residential property in the City of Alameda (\$1.4 million times 4 acres equals \$5.6 million). Potential plaintiffs are likely to argue the fair market value exceeds \$1.4 million per acre in light of the desirable location of the Site in close proximity to the beach.

Additionally, if the City is required to purchase the Site due to a Court order, then the City would have to maintain the Site while it is under its control. Estimated costs for maintenance are approximately \$6,000 for a one-time cost to set up security and then \$58,000 annually. These costs would only keep the Site in its status quo condition. Any demolition of existing buildings or construction of new improvements, such as would be required to transform the Site into a useable public open space, are not estimated here nor are they currently included in the City budget.

G. Fiscal Impact of the Proposed Land Use Alternatives at the Site

Based on the three scenarios described in Section E, Keyser Marston Associates (KMA), a firm with a statewide reputation for analyzing and advising municipal and private entities in real estate development projects, was asked to prepare a summary "order of magnitude" assessment of the fiscal impacts of the three alternative scenarios. A summary of that analysis follows. It is stressed that the below results are coarse estimates rather than exact calculations. As shown, the Existing Use (Scenario #1) is estimated to generate a slight negative impact to the City while the Park Expansion (Scenario #2) would be fiscally neutral and the Residential Use (Scenario #3) would generate a net positive impact. A description of the approach and key assumptions made is attached as Appendix IV.

Summary of KMA Findings

The analysis addresses fiscal impacts to the City of Alameda General Fund and is intended to provide an “order of magnitude” indication rather than a precise estimate. The findings of the analysis are presented in the table below.

Annual City General Fund Impact	Existing Vacant Federal Offices	Expanded Park: Crab Cove / Crown Beach	Residential
Revenues	\$0	\$7,000	\$167,000
Expenditures	(\$4,000)	(\$7,000)	(\$85,000)
Net Revenue (Cost)	(\$4,000)	\$0	\$82,000

A discussion of the analysis and findings for each alternative follows:

1. *Existing Use* – The existing vacant federal offices are estimated to generate a small negative fiscal impact to the City in the range of \$4,000 annually. The property is vacant and not on the tax rolls; as a result, it does not generate any revenue to the City. However, the City is estimated to have some limited service costs for the property based upon a review of police calls for service to the property. Estimated police service costs are imprecise because calls for service to the subject property and the adjacent occupied federal offices are logged into the Police Department’s database under the same address. This necessitated an allocation between the subject property and the adjacent federal offices assumed at 50%/50% for purposes of the analysis.
2. *Park Expansion* – Expansion of Crown Memorial State Beach to incorporate the subject property is projected to be fiscal neutral to the City. The property would remain off the tax rolls and, for the most part, would not generate revenues to the City. An exception is the potential inclusion of a concession/café component, reflected for purposes of the analysis, which would generate sales tax as well as minor amounts of property tax and other revenues (without the concession-related sales tax and other revenues, the park would generate a negative fiscal impact to the City). City expenses with the Park Expansion consist primarily of public safety services which the City shares overlapping responsibility with EBRPD. Police service costs were estimated based upon calls for service to the City of Alameda Police Department for the existing Crown Memorial State Beach. Estimates are imprecise because service demands will likely depend upon the increase in

the number of visitors; however, since visitor projections were not available, a per acre estimate is used. Fire/EMS costs are estimated proportionate to police service costs which are assumed to be a reasonable metric of overall public safety costs for the park¹. Park maintenance expenses are not included because EBRPD is responsible for these costs, not the City.

3. *Residential Use* – the 48 homes are projected to generate a net positive fiscal impact in the range of \$82,000 per year. A significant contributing factor to this positive fiscal impact is the in-fill location served by existing public facilities and infrastructure. McKay Avenue, which is proposed to provide access to the homes, will be a private street and the City would not be responsible for on-going maintenance expenses. Any required infrastructure improvements will be provided as a condition of development and will not be a cost to the City's General Fund. In addition, assessed values, a primary driver of City revenues, reflect pricing of market rate units at an estimated \$800,000, based upon recent sales prices per square foot within the Bayport project. Since the property is not currently on the tax rolls, all the assessed value added by the homes would be net new revenue to the City (no offsetting deduction for existing assessed value is required).

City General Fund revenues generated by the residential development are estimated to total in the range of \$167,000 annually inclusive of property taxes, property taxes in-lieu of motor vehicle license fees (which are allocated based on assessed value), real estate transfer taxes and other taxes. City service costs are estimated at approximately \$85,000 including police, fire/EMS, and all other City services. Police service costs were estimated based upon the existing average number of calls for service for homes within the Bayport project. The analysis of fire/EMS and other City service costs reflects application of per capita cost factors derived from the City's 2014/15 budget and the estimated population associated with the 48 homes.

¹ A comparable call for service analysis for Fire/EMS was not feasible because Federal restrictions on disclosure of health related information under the U.S. Health Insurance Portability and Accountability Act prevent disclosure of EMS call data that could potentially be traced to a particular incident, location, or person.

APPENDICES

NEPTUNE BEACH, ALAMEDA, CALIFORNIA

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ALAMEDA CHAMBER OF COMMERCE PHOTO

5A-H929

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

Initiative Measure to Amend City of Alameda General Plan including the 2007-2014 Housing Element and the Zoning Ordinance to Classify Approximately 3.899 acres of Land adjacent to McKay Avenue as Open Space

This initiative measure if approved by a majority of those voting would amend the Alameda City General Plan and General Plan Map such that the land use designation of a 3.899 portion of Alameda County Assessor's Parcel number 74-1305-026 would be changed from Medium Density Residential to Parks and Public Open Space. The measure would also amend the City's adopted 2007 – 2014 Housing Element, which is part of the Alameda City General Plan, to remove the identified portion of the parcel from the list of "Sites to Rezone" and "Land Availability." The measure would amend the Zoning Map and Alameda City Zoning Ordinance such that the zoning classification of the identified portion of the parcel would be changed from R-4 Neighborhood Residential District, Planned Development/with Multi-Family Overlay to Open Space. The measure would also make other technical revisions and deletions to the City General Plan including the Housing Element and the Zoning Ordinance which are related to the foregoing modifications. If approved by the voters, the measure could not be amended or repealed by the City Council; it could be amended or repealed only by a majority of the voters voting in an election thereon.

INITIATIVE FOR EXPANSION OF OPEN SPACE AT CRAB COVE

The People of the City of Alameda do hereby ordain as follows:

SECTION 1. TITLE

This Initiative shall be known and referred to as the "Initiative for Expansion of Open Space at Crab Cove."

SECTION 2. FINDINGS

- A. In November of 2008, more than 70% of Alameda voters voted in favor of Measure WW, thus approving the East Bay Regional Park District's acquisition of the surplus federal property at Crab Cove and authorizing funding for the parcel's acquisition and improvement.
- B. By rezoning the surplus federal property at Crab Cove for residential development in July of 2012, the Alameda City Council has frustrated the will of the people of the City of Alameda.
- C. This Initiative is necessary to enforce the will of the voters of the City of Alameda as expressed in November of 2008.
- D. The surplus federal property at Crab Cove, which is a 3.899 acre portion of Alameda County Assessor's Parcel No. 74-1305-026, to be designated as open space under this Initiative, is adjacent to the Robert W. Crown Memorial State Beach and is uniquely suitable for expansion of park facilities.
- E. The expansion of Crown Beach for open space use is the highest and best use of the surplus federal property at Crab Cove.
- F. The designation of the surplus federal property at Crab Cove as open space provides for uses permitted by the City of Alameda's Municipal Code.

SECTION 3. PURPOSE

The purpose of the Initiative for Expansion of Open Space at Crab Cove is:

- A. To implement the will of the voters as expressed by their approval of Measure WW in the November 2008 general election.

- B. To preserve land particularly suited for open space so that it can be used for park and recreation purposes.
- C. To protect the unique plant and animal life at Crab Cove adjacent to the Robert W. Crown Memorial State Beach.
- D. To implement the provisions of Sections 2, 5 and 6 of the City of Alameda General Plan and the 2007 – 2014 City Housing Element, as those sections pertain to the planning for, and designation of, open space in the City.
- E. To amend the City of Alameda General Plan, General Plan Map and 2007 – 2014 City Housing Element so that the land use designation for the 3.899 acre parcel of surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026 is changed from Neighborhood Residential, Planned Development Overlay, Multi-Family Overlay to Open Space.
- F. To amend the 2007 – 2014 City Housing Element at Chapter 5 C, entitled Land Inventory, to remove site 1 from the list of "Sites to Rezone" (on page 3), to remove Site # 1 from Table 5-2, "Sites to Rezone" (on page 4), and to remove Site # 1 from Table 5-5 "Land Availability" (on page 5).
- G. To amend the City of Alameda Zoning Ordinance and Zoning Map so that the land use designation for the 3.899 acre parcel of surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026 is changed from Neighborhood Residential, Planned Development Overlay, Multi-Family Overlay to Open Space.

SECTION 4. AMENDMENT OF THE GENERAL PLAN, GENERAL PLAN MAP, 2007 – 2014 HOUSING ELEMENT, ZONING PLAN, AND ZONING MAP OF THE CITY OF ALAMEDA

- A. The City of Alameda's General Plan Map is hereby amended as follows:
 - 1) The 3.899 acre parcel of surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026 is hereby rezoned from Neighborhood Residential, Planned Development Overlay, Multi-Family Overlay to Open Space, as shown in Exhibit 1, which is incorporated herein by this reference.

B. The City of Alameda's 2007 – 2014 General Plan Housing Element is hereby amended as follows:

- 1) The references to site 1 on page 9, lines 2 and 4 of sub-subsection c (entitled "Rezoning to Allow for the Development of Housing) of subsection 4 (entitled "Government Process and Role") of Section B (entitled "Implementation Programs, Program Objectives, and Quantified Objectives") of Chapter 2 (entitled "Housing Goals, Policies, Objectives, and Implementation Plan") of the City of Alameda's 2007 – 2014 General Plan Housing Element, are hereby deleted (as shown in Exhibit 2, which is incorporated herein by this reference).
- 2) The reference to site 1 on page 17, line 1 of Action Plan c (entitled "Rezoning to Allow for the Development of Housing") under "Target Objective" of Section 2 (entitled "Rental and Home Ownership Assistance) of Table 2-1 (entitled "Housing Implementation Framework 2007 – 2014") of Chapter 2 (entitled "Housing Goals, Policies, Objectives, and Implementation Plan") of the City of Alameda's 2007 – 2014 General Plan Housing Element, is hereby deleted (as shown in Exhibit 2, which is incorporated herein by this reference).
- 3) The references to site 1 on page 3, lines 1, 3, and 15 in the subsection entitled "Sites to Rezone" of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing"), are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference).
- 4) The reference to Site #1, and the entire row extending horizontally from Site # 1, in Table 5-2 (entitled "Sites to Rezone") of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing"), are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference).
- 5) The reference to Site # 1, and the entire row extending horizontally from the reference to Site #1, on page 8 in Table 5-5 (entitled "Land Availability") of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing"), are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference).
- 6) The diagonal lines (indicating "Multifamily Overlay") and gold shading (indicating "Available Parcels") superimposed on Parcel No. 1 in Figure 5 (entitled "Map") of page 10 of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing"), are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference).
- 7) The reference to "Site 1 - McKay and Central" and the paragraph on page 11 (in the subsection entitled "Underutilized Site Descriptions") of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing") that reads "This site is 3.5 acres and the City is planning to rezone this site from AP G to R-4-PD to allow for additional housing. The federal government recently sold the property to Tim Lewis Communities, a residential homebuilder. The new owner is actively working on a plan to redevelop the site for housing. The site is a waterfront site, located adjacent to a regional park and nearby multifamily housing. It is currently occupied by two small, vacant buildings that are planned for demolition to make room for housing," are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference). (The proponents note that the federal government has not sold the site to Tim Lewis Communities and that it therefore Tim Lewis Communities is not the new owner.)

C. The City of Alameda's Zoning Plan is hereby amended as follows:

- 1) Section 30-4.19 O, Open Space District, is hereby amended to include a new subsection "c." which provides that "The 3,899 acre surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026 is hereby zoned Open Space." (as shown in Exhibit 4, underlined, which is incorporated herein by this reference).

D. The City of Alameda's Zoning Map is hereby amended as follows:

- 1) The diagonal lines (indicating "Multifamily Overlay") and orange shading (indicating "R-4 Neighborhood Residential") superimposed on the 3,899 acre surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026, are hereby deleted and replaced with light green shading (indicating Open Space (as shown in Exhibit 5, which is incorporated herein by this reference).

SECTION 5. EXISTING ZONING OF THE SURPLUS FEDERAL PROPERTY

For ease of reference, set forth in Exhibit 6, which is incorporated herein by this reference, are the current zoning designations of the surplus federal property that is the subject of this Initiative (consisting of Section 30-4.4 R-4, entitled "Neighborhood Residential District", 30-4.13 PD, entitled "Planned Development Combining District," and 30-4.23, entitled "Multi-family Residential Combining Zone."

SECTION 6. EFFECTIVE DATE

This Initiative shall become effective upon passage.

SECTION 7. INITIATIVE LANGUAGE SUPERSEDES THE LANGUAGE OF ANY EXISTING CONFLICTING CITY OF ALAMEDA LAW

This Initiative language supersedes the language of any existing City of Alameda law to the extent such existing language is in conflict with the language of this Initiative.

SECTION 8. LIBERAL CONSTRUCTION

This Initiative shall be liberally construed to effectuate its purposes.

SECTION 9. SEVERABILITY

It is the intent of the People that the provisions of this Initiative are severable and that if any section or provision of this Initiative of the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this Initiative which can be given effect without the invalid provision or application.

SECTION 10. CONFLICTING BALLOT MEASURES

In the event that this measure and another measure or measures relating to the surplus federal property adjacent to Crab Cove or Robert W. Crown Memorial Beach appear on the same city-wide ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes than the other measure or measures, the provisions of this measure shall prevail over conflicting provisions in any other measure, and the conflicting provisions of the other measure or measures shall be null and void.

SECTION 11. AMENDMENT OR REPEAL

This Initiative measure may be amended or repealed only by a majority of the voters voting in an election thereon.

EXHIBIT 1
City of Alameda General Plan Map
(showing subject parcel as currently zoned)

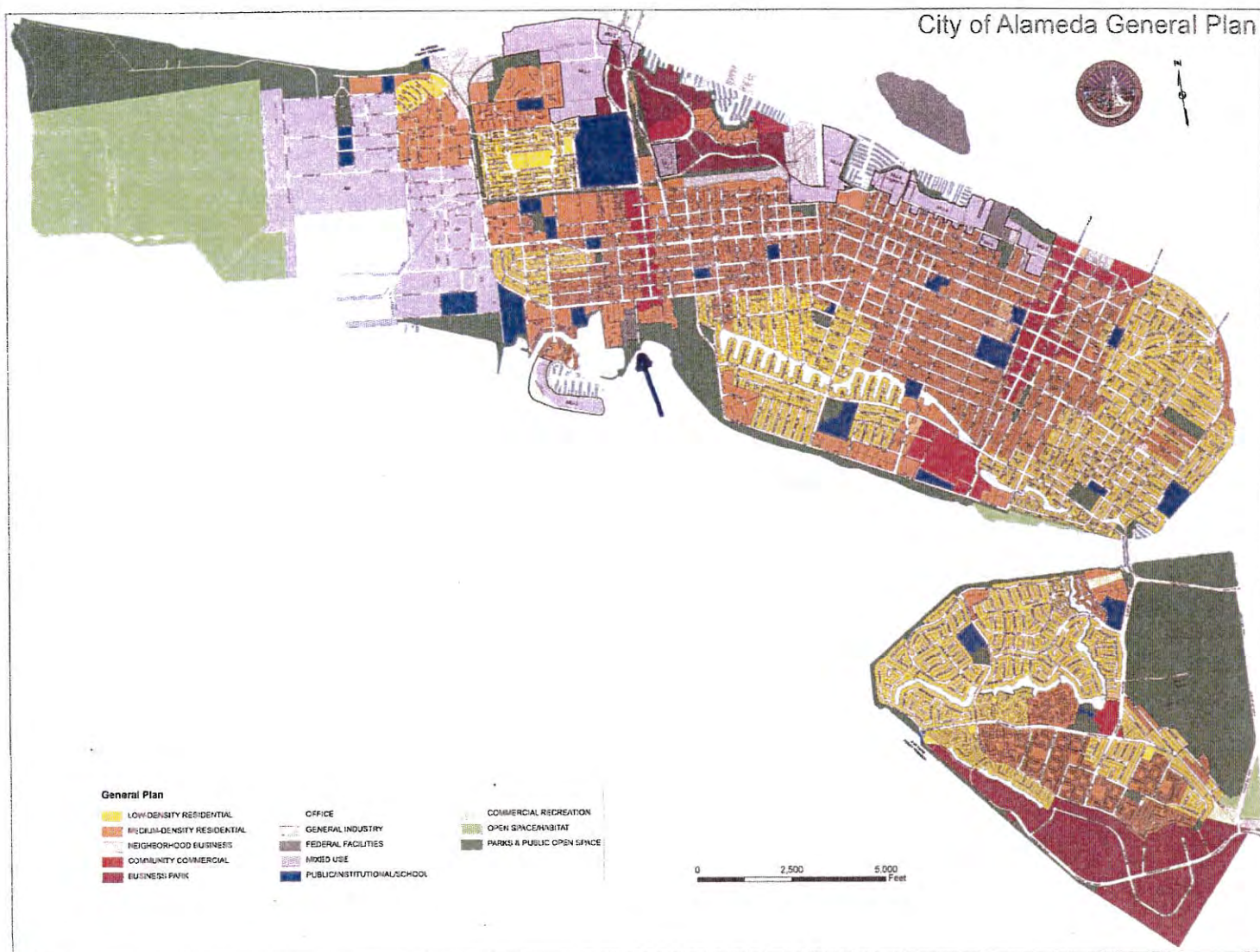


EXHIBIT 1

**City of Alameda General Plan Map
(showing subject parcel as it
would be zoned by this Initiative)**

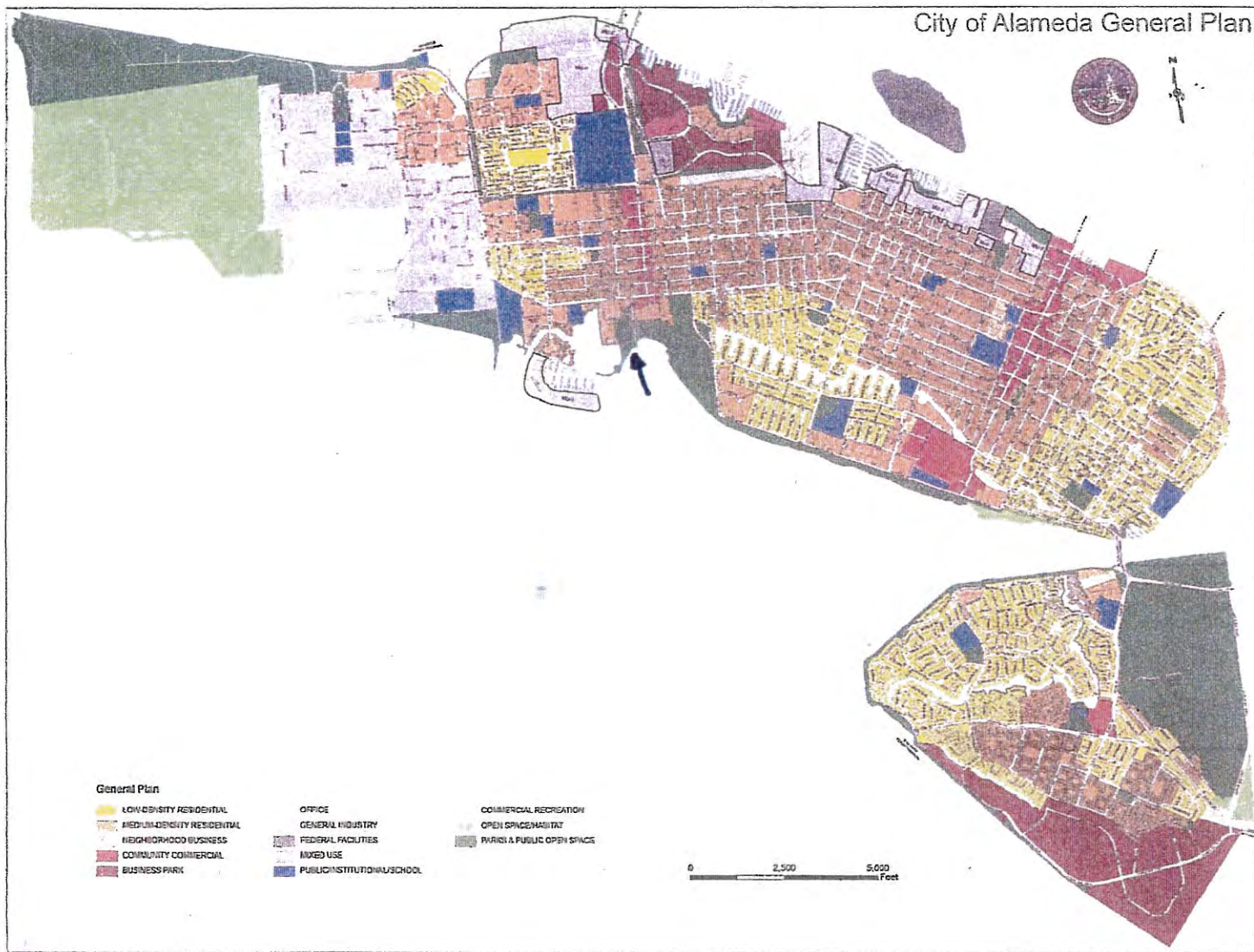


EXHIBIT 2

City of Alameda Housing Element 2007 - 2014
(Chapter 2 as it would be amended by this Initiative)

2 HOUSING GOALS, POLICIES, OBJECTIVES, AND IMPLEMENTATION PLAN

This chapter presents Alameda's goals, policies and implementation programs for the planning period 2007- 2014 and reflects the City's fundamental approach to providing housing for its residents through the preservation, improvement, and development of housing. It contains information on the City's housing goals and policies, and an implementation plan for achieving those goals and objectives. The policies in the Housing Element serve as a guide for all the City's future housing decisions, including housing programs, strategies, and expenditures.

As part of the process of updating the Housing Element, staff reviewed all current housing policies stated in the General Plan (1991), the 2001-2006 Housing Element, the Northern Waterfront planning effort (2003-2006), the Alameda Point Preliminary Redevelopment Concept (2005), the Economic Development Strategic Plan (2007), the Measure A Housing Forum (2008), and the Local Action Plan for Climate Change (2008).

A. Housing Policy Plan

There are four categories of housing policies: a) Rehabilitation and Neighborhood Preservation; b) Rental and Home Ownership Assistance; c) New Housing Development; and d) Government Process and Role. Housing policies from other City plans, as well as proposed new policies, are incorporated into the Housing Element structure by placing them under relevant Housing Element categories. The following constitutes the City of Alameda Housing Policy Plan.

1. Housing Goals

- a. *Provide Housing to Meet the City's Needs:* Within the limits of available resources, seek to meet the City's fair share housing needs, increase affordable housing opportunities, and provide for groups with special needs.
- b. *Maintain and Enhance the Quality of Life of the City:* Provide for housing development that is consistent with the goals and policies of the City's General Plan without jeopardizing the qualities that make Alameda a desirable place to live.

2. Housing Policies

a. *Rehabilitation and Neighborhood Preservation*

- i. Promote the conservation and rehabilitation of the City's existing housing stock.
- ii. Preserve and expand the City's supply of affordable rental and ownership housing for extremely low, very low, low and moderate income households.
- iii. To the extent feasible and where appropriate, conserve existing housing located in areas that have been zoned for commercial or industrial use.
- iv. Promote the elimination of overcrowded, unsafe, and unsanitary housing conditions.
- v. Maintain the integrity of existing residential neighborhoods by protecting and enhancing the historic architecture and ensuring that new development respects the density, physical, and aesthetic character of the neighborhood and surrounding areas.
- vi. Ensure that new neighborhoods seamlessly integrate with older residential neighborhoods by designing new housing developments that complement the historic, architectural, aesthetic, and physical qualities of existing neighborhoods.
- vii. Encourage work/live opportunities as a way to reduce the traffic impacts of housing, to provide affordable housing opportunities, and to stimulate business incubators.

b. *Rental and Home Ownership Assistance*

- i. Support efforts to increase the homeownership rate in Alameda to 60 percent by promoting homeownership opportunities for Alameda residents and employees of all income groups, including lower income renters and newly formed households.
- ii. Create and maintain educational and financial assistance programs to assist people, especially extremely low, very low, low and moderate-income households, in purchasing their first home.

- iii. Create rental and homeownership opportunities for people of all incomes, ethnic origins, cultures, gender, family structures, and special needs populations such as the elderly and physically and mentally challenged persons.
- iv. Promote condominium conversion as a cost-effective way of providing homeownership opportunities, provided that comparable rental housing is secured for displaced tenants.

c. New Housing Development

- i. Designate an adequate amount of land for residential use to encourage housing development that will meet the needs of all income groups.
- ii. Support public programs and encourage private efforts that provide affordable housing opportunities throughout the city for current and future employees who want to live in Alameda.
- iii. Encourage development that offers residents easy access to goods, services, jobs, transportation, education and recreation.
- iv. Require developers to construct housing units for very low, low and moderate income households within their projects.
- v. Encourage residential development that provides variety in the housing product in response to variations in income levels, the changing live-work patterns of residents, and the needs of a diverse population.
- vi. Encourage development of homeownership units priced to meet the needs of families with incomes between 80 percent and 120 percent of area median income.
- vii. Facilitate the development of affordable housing by public and private housing development organizations.
- viii. Encourage mixed-use residential development in existing commercial areas.
- ix. Consider and evaluate the viability of providing housing on non-residential, publicly owned property that becomes available or is deemed surplus.
- x. Encourage mixed use and residential development in the Northern Waterfront area.

- xi. Ensure that new residential development utilizes green building, environmentally sensitive building technologies, and site planning strategies to minimize greenhouse gas emissions.
- xii. Encourage residential development above ground floor commercial uses on Park Street, Webster Street and in former “station” neighborhood commercial areas.

d. Special Needs Housing

- i. Promote the development of a full range of housing (shelters, transitional and permanent housing), coupled with services, to meet the special needs of homeless individuals and people at risk of becoming homeless.
- ii. Promote the development of a full range of housing (rental, homeownership and service-enriched) to meet the needs of special populations, including people with physical and/or developmental disabilities, single-parent households, young adults and seniors.

e. Government Process and Role

- i. Encourage public participation of all segments of the community, including low and moderate income residents, the business sector, renters and homeowners, in the formulation and review of City housing policy.
- ii. Ensure equal housing opportunities by taking appropriate actions, when necessary, to prevent housing discrimination in the local market.
- iii. Promote residential opportunities in the City’s redevelopment areas and expand the supply of low and moderate income housing in those areas.
- iv. For the developer selection process in redevelopment project areas, provide incentives to exceed affordable housing requirements.
- v. Ensure that the entitlement process, parking requirements, and infrastructure levies do not unnecessarily burden the development of affordable housing units.
- vi. Actively pursue federal and state housing program funds to provide housing assistance to low income households and to support the development of low and moderate income housing.

B. Implementation Programs, Program Objectives, and Quantified Objectives

This section contains housing implementation programs that the City is committed to pursuing during the 2007-2014 time frame of the Housing Element. These programs are designed to respond to local needs and priorities, within the limits of economic feasibility and resource availability.

Like the Housing Element policies, the implementation programs are grouped into four categories, focusing on: rehabilitation and neighborhood preservation; assistance for potential home purchasers and low income renters; facilitating the development of new residential development; and improvement of the government's role in supporting the provision and maintenance of housing. These programs are described below. Following the description of the implementation programs, Table 2-1 provides additional information on specific program objectives, target income and need groups, time frames, and responsible agencies.

While this Housing Element identifies adequate sites for the provision of housing, it also recognizes that affordable housing for very low and low income households will rely, to a large degree, on government funding to create below-market-rate units due to the high land and construction costs in the Bay Area and Alameda. The City is committed to pursuing all appropriate available funding for below-market rate units.

A finding of consistency with this Element may be made with respect to a master planned project notwithstanding the relocation of housing units within the area subject to the Master Plan but between project Sites listed here provided that (i) the other requirements of this General Plan are met with respect to that Master Plan, (ii) the affordability mix and unit count described here are attained, and (iii) the relocation of the housing units does not have a material adverse environmental impact as determined in the environmental evaluation prepared with respect to the Master Plan.

1. Rehabilitation and Neighborhood Preservation

- a. Rehabilitation Programs:* Continue to implement the City's rehabilitation programs for owner-occupied and rental housing units.
- b. State and Federal Rehabilitation Financing Programs:* Continue to review all available state and federal programs for residential rehabilitation and apply for appropriate programs, as funding is available. Possible funding sources include the Community Development Block Grant program, and various programs administered by the State HCD (e.g., Code Enforcement Incentive Programs).

- c. *Self-help in Rehabilitation*: Promote self-help techniques to reduce rehabilitation costs by providing technical assistance to owners participating directly in rehabilitation efforts. City assistance will include areas such as permit processing, preparation of financing applications, and owner management of rehabilitation work.
- d. *Minor Home Repair*: Continue to implement the City's Minor Home Repair program.
- e. *Accessibility Modification Program*: Continue to assist eligible persons with disabilities in making modifications to their residences.
- f. *Housing in Industrially Zoned Areas*: Study industrial areas, in particular where there is existing housing, and redesignate/rezone these areas for residential use as appropriate.
- g. *Amnesty Program*: Continue the City's amnesty program, which provides a process to legalize occupied, exiting dwelling units.
- h. *Work/Live Ordinance*: Review the work/live ordinance requirements to determine why only one work/live project has been developed and make recommendations to encourage more work/live projects in Alameda.
- i. *Comply with Senate Bill 520*: Consistent with Fair Housing Law, the City will amend the Zoning Ordinance to include the definition of "family" as "One or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit".
- j. *Reasonable Accommodation*. Develop and formalize a general process that a person with disabilities will need to go through in order to make a reasonable accommodation request in order to accommodate the needs of persons with disabilities and streamline the permit review process.

2. Rental and Home Ownership Assistance

- a. *Housing Choice Voucher Program (Section 8)*: Continue issuing vouchers and encouraging property owners to participate in this rental assistance program.

- b. *First Time Homebuyer Program*: Continue the Down-Payment Assistance Program. Study and implement recommendations regarding program income and funding criteria in order to make more homes qualify for the programs.
- c. *Conservation of At-Risk Units*: In 2008, the Housing Authority took over two affordable housing projects (13 affordable units) from the Filipino American Community Services Agency. The Housing Authority should continue to monitor units at-risk.
- d. *Conserve Existing Affordable Housing*: Fund, acquire and rehabilitate existing multifamily housing for rental and ownership housing. Provide for all economic tiers of affordability.
- e. *Alameda County Mortgage Credit Certificate Program*: Continue to participate in the program, which assists first time homebuyers to qualify for mortgage loans.
- f. *Condominium Conversions*: Continue to implement the City's condominium conversion ordinance to provide affordable homeownership opportunities and ensure the provision of tenant relocation assistance.
- g. *Rent Review Advisory Committee (RRAC)*: Continue to staff the committee and provide the community support through the process.

3. New Housing Development

- a. *Inclusionary Housing*: Annually review the citywide 15% inclusionary requirement to ensure that the ordinance is not or does not constrain housing development, and revise as necessary within one year. The review will address impacts on housing costs, adequate incentives and flexibility of the ordinance.
- b. *Alameda Point Collaborative Substantial Rehabilitation*: Monitor the legally binding Agreements (LBAs) between the Alameda Redevelopment and Reuse Authority (ARRA) and Operation Dignity and the Alameda Point Collaborative for 200 units of transitional and permanent housing for formerly homeless families.
- c. *Infill Development New Construction/Acquisition/Substantial Rehabilitation Program*: Continue to fund family housing projects on a case-by-case basis from Affordable Housing Unit Fee (AHUF) and Housing Authority funds. Continue to fund infill development projects using available funding.

- d. *School Employee Housing*: Develop affordable housing using 20 percent set aside of BWIP Low and Moderate Income Housing funds. Utilize a lottery system that provides a bonus point for Alameda Unified School District employees for the homebuyer selection process. Work with Alameda Unified School District to identify appropriate sites.
- e. *Substantial Rehabilitation Program*: Continue to implement the City's Substantial Rehabilitation Program, which creates new rental units in existing vacant or underutilized structures.
- f. *Affordable Housing Unit/Fee (AHUF) Ordinance*: Continue to administer the AHUF to support the development of new and rehabilitated housing, and periodically adjust the housing impact fee to keep pace with inflation.
- g. *Inventory of Vacant Land*: Develop and maintain an inventory of vacant land for public information purposes.
- h. *Homeless Shelter Funding*: Continue to provide funding assistance for Midway Shelter, a 24-bed enriched shelter for women and children.
- i. *Area Special Studies*: As non-residential sites such as existing school sites, or other public or utility sites become surplus, or if major commercial or industrial sites become available, evaluate these sites for their potential to provide housing.
- j. *Public Housing Conversion*: Complete voluntary conversion of public units to Section 8 program.
- k. *Rental Housing for Lower Income Households*: Assist in the development of rental housing. The City will work with public or private sponsors to identify candidate sites for new construction of rental housing for lower income households. In addition, the City will also assist with site acquisition, fee waivers (as feasible), priority processing, and funding or supporting applications for funding.
- l. *Extremely Low Income Households*: The City will encourage the development of housing for extremely low-income households through a variety of activities such as outreaching to housing developers on an annual basis, providing financial assistance (when feasible) or in-kind technical assistance or land write downs, providing expedited processing, identifying grant and funding opportunities, applying for or supporting applications for funding on an on-going basis, reviewing and prioritizing local funding at least twice in the

planning period and/or offering additional incentives beyond the density bonus. In addition, the City will allow single-room occupancy units (SROs) to be permitted in the General Residential (R-5) District with a conditional use permit.

- m. Funding for Pipeline Projects:* The City/Housing Authority will seek any available funding from State and Federal sources for which the projects identified in the Pipeline Report are eligible, and for future eligible projects for rental housing affordable to very low and low income households.

4. Government Process and Role

- a. *Coordinated Staff Review of Projects:* Continue to coordinate inter-department review of projects in a timely and efficient manner using the Development Review Team.
- b. *Fair Housing and Tenant-Landlord Mediation:* Continue the City of Alameda's commitment to affirmatively furthering fair housing. ECHO Housing is contracted by the City to counsel tenants and landlords on their rights and responsibilities, mediate landlord/tenant disputes, and investigate complaints of housing discrimination. The City will continue to contract with ECHO Housing or a similar agency to provide fair housing and tenant-landlord mediation services. City staff is also available to respond to questions from the public and to make appropriate referrals to the program. The program is publicized through brochures and the City website. In addition to mediation, referrals are made to the local branch of the Alameda Free Library for a copy of *California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities* as well as other website resources. The City will continue the outreach of quarterly public service announcements to 30 English and Spanish-speaking radio/television stations; monthly distribution of multilingual literature at the Alameda Police Department, the Alameda Food Bank, the Alameda faith community, schools; and other community based organizations such as Mastick Senior Center, the Alameda Girls' Club, and Alameda Family services; and presentations at community-based organizations.
- c. *Rezoning to Allow for the Development of Housing:* In an effort to meet the regional housing need, the City will rezone sites 3, 4, 6, 8, 9, 11, 12, 16, 17, 18, 19, 20, 21, 22, and 24 to include the new multifamily zoning overlay. The City is relying on sites 3, 4, 8, 16, 17, 18, 19, 21, and 22 to meet its lower income RHNA and therefore these sites will require a minimum of 16 units per site with a minimum density of 20 units per acre and will allow for a maximum of 30 units per acre. Sites 6, 9, 11, 12, 20, and 24 are included to meet the City's moderate and above moderate income RHNA and therefore will not have a minimum density but will allow for a maximum of 30 units per

acre. In addition the City will rezone site two, to allow for additional housing capacity.

All rezoned sites will permit owner-occupied and rental multi-family developments by right and will not require a conditional use permit, a planned unit development permit, or any other discretionary review. The City will ensure that at least 50 percent of the sites rezoned to meet the City's lower income shortfall will allow for residential development only.

- d. *Density Bonus Ordinance*: Continue to evaluate the City of Alameda Density Bonus Ordinance (AMC Section 30-17) to encourage and increase inclusion of additional housing units in new development projects.
- e. *Emergency Shelter*: The City will amend the Zoning Ordinance to define emergency shelters and allow them as a permitted use (by right) in the Intermediate Industrial (M-1) and General Industrial (M-2) districts without a conditional use permit or other discretionary review. The M-1 and M-2 zones are close to transit corridors and services. The City will ensure development standards will encourage and facilitate the use and only subject shelters to the same development and management standards that apply to other allowed uses within the identified zone.

In addition, the City will evaluate adopting development and managerial standards that will be consistent with Government Code Section 65583(a)(4) that include the following:

- The maximum number of beds or persons permitted to be served nightly by the facility.
- Off-street parking based upon demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone.
- The size and location of exterior and interior onsite waiting and client intake areas.
- The provision of onsite management.
- The proximity to other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart.
- The length of stay.
- Lighting.
- Security during hours that the emergency shelter is in operation.

- f. *Transitional and Supportive Housing:* The City will amend the Zoning Ordinance to explicitly allow both supportive and transitional housing types in zones allowing residential uses. The City will include definitions of transitional and supportive housing as defined in Health and Safety Code Sections 50675.2 and 50675.14, and permit both transitional and supportive housing types as a residential use subject only to the same restrictions on residential uses contained in the same type of structure.
- g. *Large Site Development:* To facilitate the development of affordable housing on smaller parcels (50 to 150 units in size), the City will routinely coordinate with property owners and give high priority to processing subdivision maps that include affordable housing units.
- h. *Universal Design:* To provide housing that is universally accessible, the City of Alameda will consider amendments to the Zoning Ordinance to require universal design elements in all new housing projects of 5 or more units.
- i. *Parking Standards:* The City will annually review parking standards to ensure they do not constrain housing development and will continue to reduce and/or waive parking requirements for affordable projects.
- j. *Measure A:* The City will continue to monitor Measure A to ensure it is not a constraint and will update as appropriate.

The following Table 2-1. Housing Implementation Framework 2007-2014, and Table 2-2. Summary of Quantified Objectives, summarize the above-mentioned implementation program and objectives.

TABLE 2-1 Housing Implementation Framework 2007-2014

Action Plan	Target Objective ¹	Action Needed	Department	Program Funding	Time Frame
1. Rehabilitation and Neighborhood Preservation					
a. Rehabilitation Programs	Rehabilitation of 2 owner-occupied and 2 renter-occupied units per year (VL, L, E)	Continue programs	Community Development Department	CDBG	Ongoing
b. State and Federal Rehabilitation Financing Program	Obtain funding	Continue applying for funding, as available	Community Development Department	CDBG, HCD	Ongoing
c. Self-help in Rehabilitation	Technical assistance (VL, L, M, E)	Continue program	Community Development Department	CDBG	Ongoing
d. Minor Home Repair	Technical and financial assistance (VL, L, M, E)	Continue program	Community Development Department	CDBG	Ongoing
e. Retrofitting Homes for Accessibility (Accessibility Modification Program)	Accessibility modifications to 2 owner occupied and 1 renter occupied units per year (VL, L, E)	Continue program	Community Development Department	CDBG	Ongoing
f. Housing in Industrially-Zoned Areas	Identify areas and rezone as appropriate (A)	Study and make recommendations	Planning and Building Department	Community Planning Fee	Ongoing
g. Amnesty program	Legalization of up to 10 undocumented units per year (M)	Continue program	Planning and Building Department	Application fees	Ongoing
h. Work/Live Ordinance	Amend ordinance to facilitate work/live development (A)	Revise ordinance	Planning and Building Department	Community Planning Fee	2010

Action Plan	Target Objective ¹	Action Needed	Department	Program Funding	Time Frame
i. Comply with Senate Bill 520.	Ensure consistently with Fair Housing Law.	Amend the Zoning Ordinance to include the definition of "Family"	Planning and Building Department	Community Planning Fee	Amend the Zoning Ordinance by January 1, 2013
j. Reasonable Accommodation Procedure	Develop and formalize a general process that a person with disabilities will need to go through in order to make a reasonable accommodation request in order to accommodate the needs of persons with disabilities and streamline the permit review process.	The City will provide information to individuals with disabilities regarding reasonable accommodation policies, practices, and procedures based on the guidelines from HCD. This information will be available through postings and pamphlets at the City and on the City's website.	Planning and Building Department	Community Planning Fee	Amend the Zoning Ordinance by January 1, 2013
2. Rental and Home Ownership Assistance					
Action Plan	Target Objective	Action Needed	Department	Program Funding	Time Frame
a. Housing Choice Voucher Program (Section 8)	Increase utilization to 100% of allocation (A)	Continue issuing vouchers and encouraging property owner participation in the program	Housing Authority	HUD	Ongoing
	Increase number of rental property owners accepting vouchers (A)	Continue program for property owner outreach strategies and incentives	Housing Authority/ Development Services Department	HFA Funds	Ongoing

Action Plan	Target Objective ¹	Action Needed	Department	Program Funding	Time Frame
	Use up to 25% of Voucher allocation for Project-based Voucher Program (A)	Add units at sites approved by HUD as they become vacant or tenants become eligible for the program	Housing Authority	HUD	Completed 2008
b. First Time Home Buyer Programs	Assist 5 first time homebuyers per year (VL, L, M, FH, LF)	Continue program	Community Development Department	Dedicated Housing Funds	Ongoing
	Educate 200 workshop participants per year (VL, L, M, FH, LF)	Continue Home Buyer Assistance Workshops	Community Development Department	Dedicated Housing Funds	Ongoing
c. Conservation of At-Risk Units	Acquire at-risk units (EL, VL, L, M, E)	Continue to monitor at-risk units	Housing Authority	Housing Authority Funds	Ongoing
d. Conserve Existing Affordable Units	Acquire and rehabilitate properties (A)	Identify available and financially feasible properties	Community Development Department	Dedicated Housing Funds	Ongoing
e. Alameda County Mortgage Credit Certification Program	Continue program (M, FH, LF)	Continue program	Community Development Department	General Fund	Ongoing
f. Condominium Conversions	Ensure no undue hardship for tenants (VL, L, M, E)	Continue to enforce ordinance	Community Development Department	Planning & Building Fund	Ongoing
g. Foreclosure Prevention and Assistance	Fund Refinance Mortgage recovery loans (VL, L, M, E)	Start Pilot Project	Community Development Department	Dedicated Housing Funds	Ongoing
h. Rent Review Advisory Committee (RRAC)	Seek concessions in all appropriate cases. (A)	Staff committee and monitor for effectiveness	Community Development Department	CDBG/ Dedicated Housing Funds ²	Ongoing

Action Plan	Target Objective ¹	Action Needed	Department	Program Funding	Time Frame
3. New Housing Development					
a. Inclusionary Housing Ordinance (APIP, BWIP, WECIP)	Increase housing development Citywide	Review requirement to ensure it is not an impediment	Community Development Department	Private financing, tax increments, federal and state programs	Annually monitor, starting in December 2012
b. Alameda Point Collaborative Substantial Rehabilitation	Maintain agreement to provide long-term leases (VL, L, FH)	Continue program	Community Development Department	ARRA	Ongoing
c. Infill Development – New Construction/Acquisition/Substantial Rehab	Develop approximately 70 units in new and existing projects (VL, L, M) (VL, L, M, FH, LF)	Initiate new projects and complete construction	Housing Authority/Development Services Department	Dedicated Housing Funds	Ongoing
d. School Employee Housing	Develop affordable units (VL, H, FH)	Initiate programs with school district (ALSD)	Community Development Department /ALSD	Dedicated Housing Funds	2010
e. Substantial Rehabilitation Programs	Create 175 affordable dwelling units during planning period (VL, L, M)	Continue to implement program	Community Development Department	CDBG	Ongoing
f. Affordable Housing Unit/Fee (AHUF) Ordinance	Fund new projects and periodically adjust rate for inflation (VL, L, FH, LF)	Collect fees, monitor program, and fund projects	Community Development Department	AHUF funds	Ongoing
g. Inventory of vacant land	Annual update (A)	Field survey	Planning and Building	Planning & Building	Ongoing

Action Plan	Target Objective ¹	Action Needed	Department	Program Funding	Time Frame
h. Homeless shelter funding	8,000 bednights at Midway Shelter per year (VL, H)	Fund and monitor program	Department of Community Development	Fund State and Federal Programs	Ongoing
i. Area special studies	Provide additional housing in appropriate re-use areas (A)	Study housing potential of non-residential sites	Planning and Building Department	Planning & Building Fund	As sites become available
j. Public Housing Conversion	Complete voluntary conversion of public units to Section 8 program (VL, L, FH LF, E)	Requires HUD approval	Housing Authority	HUD	2008-2009
k. Rental Housing for Lower Income Households:	Work with public or private sponsors to identify candidate sites for new construction of rental housing for lower income households.	Staff coordination with public and private sponsors	Housing Authority	Community Planning Fee	At least twice within the planning period. As projects are approved through the Planning
l. Extremely low income households	Assist in the development of housing for extremely low income households	Amend the zoning ordinance to allow SROs in the R-5 district.	Community Development Department	Planning & Building Fund	Amendments adopted by January, 2013
m. Funding for Pipeline Projects	The City of Alameda/Housing Authority prepared an October 5, 2010 Report entitled Affordable Housing: Development Pipeline, FY 2010-2015. Affordable housing development is a long-term effort and requires that multiple projects be in various stages of pre-development and development to ensure on-going delivery of new affordable housing for the community. A key factor in developing affordable housing is securing sufficient funding.	The City/Housing Authority will seek any available funding from State and Federal sources for which the projects identified in the Pipeline Report are eligible, and for future eligible projects for rental housing affordable to very low and low income households.	Housing Authority of the City of Alameda.	HOME, TCAC, Affordable Housing Unit/Fee	Annually report on progress of projects identified in the Pipeline Report, and any future projects.

Action Plan	Target Objective ¹	Action Needed	Department	Program Funding	Time Frame
4. Government Process and Role					
a. Coordinated staff review of projects	Efficient review resulting in cost reductions (A)	Staff coordination through Permit Center and Development Review Team	Planning and Building Department	Planning & Building Fund	Ongoing
b. Fair housing and Tenant-Landlord Mediation	Minimize housing discrimination (A)	Continue to contract with ECHO or another agency to provide fair housing and tenant-landlord mediation services and continue to publicize the program through brochures and the City's website.	Housing Authority	CLDBG	Ongoing
c. Rezoning to Allow for the Development of Housing	Rezone sites 3, 4, 6, 8, 9, 11, 12, 16, 17, 18, 19, 20, 21, 22, and 24 to include the new multifamily zoning overlay and site 2 to allow for additional housing development.	Initiate rezone	Planning and Building Department	Community Planning Fee	Initiate in March, complete by January 2013
d. Density Bonus Ordinance	Encourage a large percentage of affordable housing units in housing development projects	Continue to ensure compliance with State Density Bonus law	Planning and Building Department	Community Planning Fee	Ongoing as projects are processed through the Planning and Building Department
e. Emergency Shelter	Define and allow for emergency shelters by right in the M-1 and M-2 districts.	Amend the Zoning Ordinance to define and allow for emergency shelters	Planning and Building Department	Community Planning Fee	Annually monitor, starting in December 2012 Comply with SB2 by January 2013

Action Plan	Target Objective ¹	Action Needed	Department	Program Funding	Time Frame
f. Transitional and Supportive Housing	Include definitions of transitional and supportive housing as defined in Health and Safety Code Sections 50675.2 and 50675.14, and allow them as a permitted use subject to only the same restrictions on residential uses contained in the same type of structure.	Amend the Zoning Ordinance to define and allow for transitional and supportive	Planning and Building Department	Community Planning Fee	Comply with SB2 by January 2013
g. Large Sites	Facilitate the development of affordable housing on smaller parcels (50 to 150 units in size)	Routinely coordinate with property owners and give high priority to processing subdivision maps that include affordable housing units	Planning and Building Department	Community Planning Fee	Ongoing, as projects are processed through the Planning and Building Department
h. Universal Design	Provide housing that is universally accessible in all new housing projects of 5 or more units.	Consider amendments to the Zoning Ordinance to require universal design elements	Planning and Building Department	Community Planning Fee	By January 2013
i. Parking Standards	Ensure Parking requirements do not constrain housing development	Annually review parking standards and continue to reduce and/or waive parking requirements for affordable projects	Planning and Building Department	Community Planning Fee	Annually review parking standards and allow for reduced and/or waived requirements as projects are processed through the Planning and Building Department
j. Measure A	Continue to monitor Measure A and update as appropriate.	Annually Monitor	Planning and Building Department	Community Planning Fee	Annually monitor and revise within one year if necessary



¹ A (all groups). EL (extremely low). VL (very low income). L (low income). M (moderate income). E (elderly). FI (female head of household). LF (large family). H (homeless)

² Dedicated Housing Funds refers to either or a combination of the Affordable Housing Unit/Fee Fund & Redevelopment 20% Set-Aside Low and Mod Income Housing Funds from the three project areas (APIP/BWIP-WECP). Developer In-Lieu Payments

Table 2-2, Summary of Quantified Objectives

Category	Income Level					Total
	Extremely Low	Very Low	Low	Mod.	Above Mod.	
ABAG Regional Housing Needs Determination for the time period 1/1/2007 to 6/30/2014	241	241	329	392	843	2,046
<u>NEW CONSTRUCTION</u>						
Units Provided Through Housing Programs						
626 Buena Vista		2	4	2	0	8
Islander Lodge Motel	9	25	27	1	0	62
North Housing		60	59	0	316	435
Shinsei Gardens	7	16	15	1	0	39
Substantial Rehabilitation ¹		10	0	0	0	10
Amnesty Units		0	0	70	0	70
Housing for City/School Employees		8	8	0	0	16
Total New Construction	16	121	113	74	316	640
<u>CONSERVATION</u>						
Existing Housing Choice Vouchers						
(Households)	1,159	216	40	5	0	1,420
FASCA Units	7	5	1	0	0	13
Total Conservation	1,116	221	41	5	2	1,433
<u>REHABILITATION</u>						
Rehabilitation Programs (Units)		5	43	43	0	91
Minor Home Repair (Units)		2	10	30	0	42
Accessibility Modification Program		0	21	21	0	42
Total Rehabilitation	0	7	74	94	0	175

¹ Assumes 2 units per year will be rehabilitated

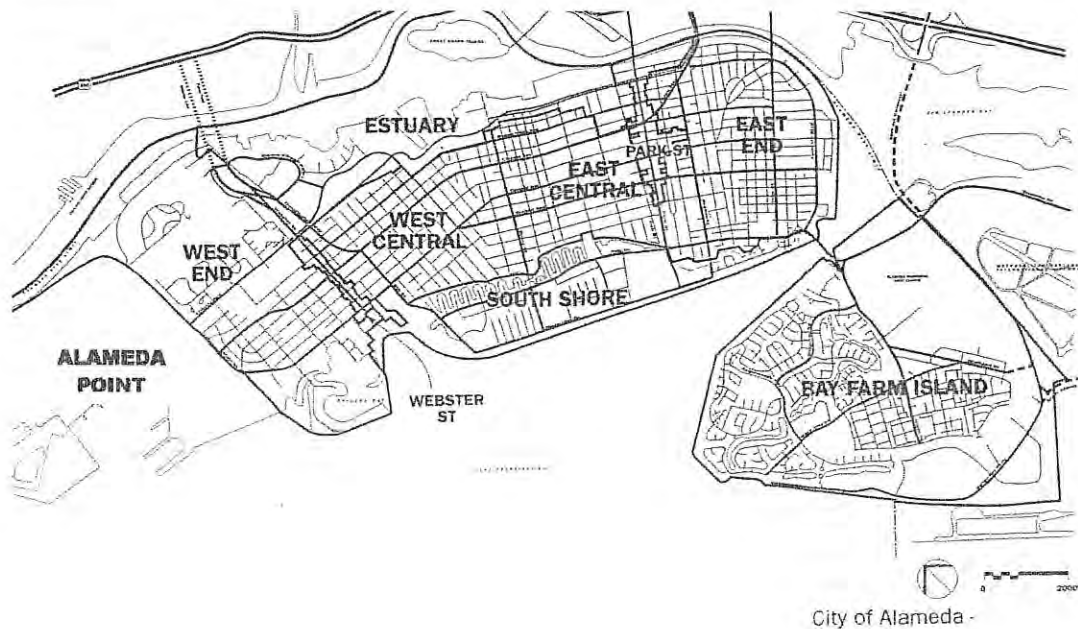
EXHIBIT 3

City of Alameda Housing Element 2007 - 2014
(Chapter 5 as it would be amended by this Initiative)

5 RESOURCES FOR HOUSING

A. Alameda's Housing History

Alameda is a relatively mature city compared to other cities on the West Coast. In the 1990 Housing Element, Alameda was considered almost completely “built-out.” At that time there were a few large, vacant sites available for new residential development on Bay Farm Island (see Chapter 4 for Neighborhood Descriptions), which have now been developed. The City had few other vacant sites for residential development and no ability to expand its supply of land through annexation or bay filling. The 1990 Housing Element strategy relied on construction of additional units on already-developed residential parcels. Since 1990, residential opportunities in Alameda have increased with the departure of industries from the Northern Waterfront and the departure of the US Navy from western Alameda.



The City is redeveloping three major areas that will include additional housing: Alameda Point (formerly Naval Air Station Alameda), North Housing (the former Coast Guard Facility), and the Northern Waterfront.

B. Unaccommodated Need

The City of Alameda prepared a Housing Element for the 4th round cycle (1999-2006) but did not receive final certification from HCD (the City did receive a conditional certification in 2004). Because of this, the City has an unaccommodated need from the previous period in addition to the 5th round cycle (2007-2014).

Table 5-1 below shows the City RHNA from the 4th round and 5th round totaling 4,208 units. The City is able to credit any units built or approved within the two planning periods, this number is included in the table below and detailed information about these projects can be found in Chapter 3 of this Housing Element.

Table 5-1, Regional Housing Need, 1999 – 2006 & 2007 – 2014 and Units Built and Approved

Allocation	Very low	Low	Moderate	Above Moderate	Total
1999 – 2006 RHNA	443 ¹	265	611	843	2,162
2007 – 2014 RHNA	482 ¹	329	392	843	2,046
Total RHNA	925	594	1,003	1,686	4,208
Units Build/Approved	239 ²	101	165	1,259	1,764
Remaining Need	686	493	838	427	2,420

Source: City of Alameda, ABAG

¹ Assumes 50% is allocated towards extremely low income households

² Includes 16 extremely low-income units

C. Land Inventory

The following analysis, includes tables, maps and descriptions that summarize the City's inventory of land designated (or to be designated) for housing over the planning period.

Realistic Capacity

The City considered and evaluated the implementation of its current development standards and on-site improvement requirements (e.g., setbacks, building height, parking, and open space requirements) to determine the approximate unit capacity. Realistic capacity for solely residential sites was determined by multiplying the number of acres by the maximum density for the site, and then 90% of that result was used as the final realistic unit number to account for site and regulatory constraints.

The City's historic development pattern, General Plan, and Local Action Plan to Reduce Green House Gases all support mixed use development as a land use strategy to reduce automobile trips and reduce Global Warming. For that reason many sites in Alameda are zoned for mixed use development. For sites with a mixed use zoning designation, the City has evaluated the prevalence of mixed use in the surrounding communities of Berkeley and Emeryville in which projects have developed at 40 plus units per acre, some projects requiring demolition of vacant structures. Typical mixed use projects in the Bay Area include a residential component. Based on all of these factors, the City assumed a 60% realistic unit capacity for mixed use sites.

Zoning to Accommodate the Development of Housing Affordable to Lower-Income Households

Housing Element law requires jurisdictions to provide a requisite analysis showing that zones identified for lower-income households are sufficient to encourage such development. The law provides two options for preparing the analysis: (1) describe market demand and trends, financial feasibility, and recent development experience; (2) utilize default density standards deemed adequate to meet the appropriate zoning test. According to state law, the default density standard for the City of Alameda is 30 dwelling units per acre.

The City is proposing a new multifamily zoning overlay district that will allow multifamily housing and 30 units per acre by right on selected sites.

Sites to Rezone

In order to provide adequate sites, sites 3, 4, 6, 8, 9, 11, 12, 16, 17, 18, 19, 20, 21, 22, and 24 will be rezoned to include the new multifamily zoning overlay. The City is relying on sites 3, 4, 8, 16, 17, 18, 19, 21, and 22 to meet its lower income RHNA and therefore these sites will require a minimum of 20 units per acre and will allow for a maximum of 30 units per acre. Sites 6, 9, 11, 12, 20, and 24 are needed to meet the City's moderate and above moderate income RHNA but will also have the multifamily overlay applied and therefore will not have a minimum but will allow for a maximum of 30 units per acre. The City is also planning to rezone site two in an effort to provide for additional units. Table 5-2 below provides a summary of these sites (Program 4c).

Because the City is planning to rezone to meet its lower income RHNA, 50% of the sites being used to meet the lower income allocation must be rezoned to allow for solely residential development. Meaning that of the 1,179 unit shortfall, 590 units must be met on sites zoned for solely residential development. With the rezone of sites 3, 8 and 22, this obligation is being met.

Large Sites: Because many of the sites included in the inventory are larger parcels, to help facilitate the development of affordable housing on smaller parcels (50 to 150 units in size), the City will routinely give high priority to processing subdivision maps that include affordable housing units. Also, an expedited review

process is available for the subdivision of larger sites into buildable lots where the development application can be found consistent with the General Plan, applicable Specific Plan and master environmental impact report. Through adoption of these mechanisms the City has the ability to provide adequate sites to accommodate its share of the region's housing needs (Program 4g).

Table 5-2, Sites to Rezone

Site #	APN	Acre	Zoning	New Zoning	Max Density	New Capacity
1	74138502600	3.5	AP-C	R-4-PD-MF	30	95
2	70019301100	0.9	M-1	R-4-PD	21	17
3	71019800902	0.75	M-1	CC-MF	30	14
4	71019801201	0.35	M-1	CC-MF	30	6
6	72038403100	7.14	R-4-PD	R-4/PD-MF	30	193
8	74090501002	26.0	R-4	R-4/PD-MF	30	624 ¹
9	74090501202	11.36	R-4	R-4/PD-MF	30	182 ²
11	72038200200	13.0	MX	MX-MF	30	234
12	72038300400	11.05	MX	MX-MF	30	150 ³
16	74133406700	4.04	MX	MX-MF	30	73
17	74133402400	2.02	MX	MX-MF	30	36
18	74133406300	2.04	MX	MX-MF	30	37
19	71028800102	8.66	M2	MX-MF	30	156
20	71025700301	13.34	M2	MX-MF	30	240
21	79090500203	10	MX	MX-MF	30	180
22	74136300900	0.92	M1	R-4/PD-MF	30	25
24	74136400101	2.27	R-4	R-4-MF	30	61
Rezone Capacity						2,323

Source: City of Alameda, February 2012.

¹ An 80% capacity on these sites.

² An 80% capacity at a density of 20 du/acre was assumed on this site.

³ Capacity is based on the reuse of the historic building.

Additional Unit Capacity

Many larger lots in Alameda's established neighborhoods provide opportunities for Alameda property owners to add additional units on their property. In any given year, the City of Alameda receives and approves applications for approximately 4 second units and 6 new units. Over the next 2 years these units will provide an additional 20 units that can be allocated towards moderate and above moderate households.

In addition, the City regularly assists with the legalization of undocumented construction through its Amnesty Program. Since 1998, the City of Alameda has offered an amnesty program to property owners who have undocumented construction. The Amnesty Program allows property owners who voluntarily come forward to obtain permits for undocumented construction. The City legalizes approximately 2 amnesty units per year which will provide for additional units to be allocated towards moderate and above moderate households.

Rehabilitated and Military Converted Units

Government Code Section 65583(c)(1) states that a local government may credit up to 25 percent of their adequate sites requirement per income category through existing units that will be substantially rehabilitated, converted or preserved. Specifically, these units must meet all relevant requirements as follows:

Substantially Rehabilitated: Units to be substantially rehabilitated must result in a net increase in the stock of housing affordable to low- and very low-income households. Rehabilitated units must have long-term affordability requirements, not less than 20 years or any other term required by federal or State funding law or regulation.

Converted: Multifamily units in a rental complex of four or more units converted from non-affordable to affordable by acquisition of the unit or the purchase of affordability covenants and restrictions. These units are not to be acquired by eminent domain and must provide a net increase in the stock of housing affordable to low- and very low-income households. Converted units must be made available at affordable housing costs, not occupied by low- or very low-income households, and in decent, safe and sanitary condition when occupied. Long-term affordability covenants (not less than 55 years) apply to these units.

Preserved: Units to be preserved at affordable housing costs to lower-income households by acquisition of the unit or the purchase of affordability covenants for the units. Preserved units must: be located within an "assisted housing development"; have new long-term affordability covenants and restrictions (at least 40 years); have received governmental assistance under specified programs; be expected to convert to non low-income uses; and be in decent, safe and sanitary condition.

As shown in Chapter 3, and summarized below in Table 5-3, the City of Alameda exceeded the 25 percent maximum for very low income units during the 1999-2006 RHNA period and, therefore is only able to credit 111 units. In all other categories the City is able to count the total units rehabilitated or converted because they did not reach the 25 percent maximum.

Table 5-3, Comparison of 25 Percent Requirement and Rehabilitated Units

Allocation	Very low	Low	Moderate	Above Moderate	Total
1999 – 2006 RHNA	443	265	611	843	2,162
25% of Allocation	111	66	153	211	541
Rehabilitated Units	74	15	0	0	89
Military Conversion Units	200	0	0	68	268
2007 – 2014 RHNA	482	329	392	843	2,046
25% of Allocation	120	82	98	211	511
Rehabilitated Units	41	21	1	0	69
Military Conversion Units	0	0	0	0	0

Source: City of Alameda, May 2012

Please note: all rehabilitated and militated conversion units are included in table 5-4 under the heading RHNA progress since January 1999.

Comparison of Regional Housing Need and Residential Sites

Table 5-4 compares the City of Alameda's RHNA to the land inventory capacity. After the rezone of the sites listed in Table 5-2, the City has a surplus of 66 units available to lower-income households (including extremely low-, very low-, and low-). 39 units available to moderate and above moderate-income households, a total surplus of 105 units. As previously mentioned, the City will have an additional 24 units from second units, infill units and amnesty units that are shown in Table 5-4 and provide for additional surplus. Note: The site inventory capacity number assumes the rezones capacity described in Table 5-2.

Table 5-4, Comparison of Regional Housing Need and Residential Sites

Income Group	Total RHNA (both cycles)	RHNA Progress Since January 1999	Second, Infill, & Amnesty Units	Remaining RHNA	Site Inventory Capacity ¹	RHNA Surplus
Extremely Low	462	16	0	1,179	1,245	66
Very Low	463	323				
Low	594	101				
Moderate	1,003	165	24	1,241	1,280	39
Above Moderate	1,686	1,259				
Total	4,208	1,764	24	2,420	2,525	105

Source: City of Alameda, February 2012

¹ Includes unit capacity from rezones (Program 4c)

Table 5-5 provides the characteristics of the available sites for the development of single-family homes and multi-family units, and Figure 5-A, shows the location of each site. Some of the sites included in Table 5-5 are underutilized sites. It should be noted that while some of the sites listed in Table 5-5 show that they are allocated to meet the a portion of the moderate and above moderate income housing need, they are zoned to allow for 30 units per acre allowing for flexibility within the inventory and making them appropriate to meet a apportion of the lower income need.

Following Table 5-5 is additional detailed explanation of each underutilized site and the North Housing sites (sites 8 and 9).

Table 5-5, Land Availability

Site #	APN	Name	Location	GP Des (New GP)	Zoning (New Zoning)	Acres	Max Density	Realistic Capacity	Site Constraints	RHNA Met
1	74439562600	Mt. Pt.	McKoy/Central	Fed (MDR)	APG (R-4-PD-MF)	3.5	30	95	2 Small Vacant bldg	VL/L
2	70019301100	AUSD	2437 Eagle Ave	MDR	M-1 (R-4-PD)	0.9	21	17	Vacant -None	M/AM
3	71019800902	Ron Goode	1825 Park St	CC	M-1 (CC-MF)	0.75	30	14	Car Dealership	VL/L
4	71019801201	Ron Goode	1801 Park St	CC	M-1 (CC-MF)	0.35	30	6	Car Dealership	VL/L
5 ¹	74042700501	Taylor Lot	1435 Webster Ave	CC	CC	0.33	21	10	Vacant -None	M/AM
6	72038403100	Chipman	1551 Buena Vista Ave	MDR	R-4 PD-MF	7.14	30	193	Tin Warehouse	M/AM
7	71022800102	Hangstrom	2100 Clement Ave	MU-5	R-4/PD	2.78	21	53	Warehouse	M/AM
8 ²	74090501002	North Housing	Singleton/Main	MDR	R-4 (R-4/PD-MF)	26.0	30	624	Vacant -None	VL/L
9 ³	74090501202	North Housing	Singleton/Main	MDR	R-4 (R-4/PD-MF)	11.36	30	182	Vacant -None	M/AM
10	72038101800	Corp Yard & Shelter	2040 Grand	MU	R-4/PD	2.18	21	41	Minor Haz Mats; small structures	M/AM
11	72038200200	Encinal Terminals	1523 Entrance Rd	MU	MX (MX-MF)	13	30	234	Vacant -None	M/AM
12 ⁴	72038300400	Del Monte	1501 Buena Vista	MU	MX (MX-MF)	11.05	30	150	Historic Warehouse	M/AM
13	72038100100	Pennzoil	2025 Grand St	MU	R-4/PD	3.4	21	64	Above ground tanks; small warehouses	M/AM
14	72038100200	Pennzoil	2015 Grand	MU	R-4/PD	0.73	21	14	Above ground tanks; small warehouses	M/AM

Site #	APN	Name	Location	GP Des (New GP)	Zoning (New Zoning)	Acres	Max Density	Realistic Capacity	Site Constraints	RHNA Met
15	73041303302	West Marine	730 Buena Vista Ave	MDR	R-5	1.57	21	30	One story retail building.	M/AM
16	74133406700	Shipways	1200 Marina Village Parkway	Bus (MU)	MX (MX-MF)	4.04	30	73	Vacant -None	VL/L
17	74133402400	Shipways	1200 Marina Village Parkway	Bus (MU)	MX (MX-MF)	2.02	30	36	Vacant -None	VL/L
18	74133402300	Shipways	1200 Marina Village Parkway	Bus (MU)	MX (MX-MF)	2.04	30	37	Vacant -None	VL/L
19	71028800102	Alameda Marina	1801 Clement	MU	MX (MX-MF)	8.66	30	156	Vacant -None	VL/L
20	71025700301	Alameda Marina	2033 Clement	MU	MX (MX-MF)	(17.34) 13.34	30	240	Vacant -4, acres are in the water	M/AM
21	79090500203	Alameda Landing Waterfront	North of Mitchell	MU	MX (MX-MF)	10.0	30	180	Vacant	VL/L
22	74136300900	Chevy's	2400 Mariner Square Dr	MU	M1 (R-4/PD- MF)	0.92	30	25	Vacant building	VL/L
23	71020300301	CVS Site	--	CC	CC	0.99	21	12	Occupied Business	M/AM
24	74136400101	Former College of Alameda	--	IS	R-4-MF	2.27	30	61	Vacant-None	M/AM
Total Capacity to Accommodate Very Low and Low (VL/L) Income RHNA										1,245
Total Capacity to Accommodate Moderate and Above Moderate (M/AM) Income RHNA										1,280

Source: City of Alameda, February 2012

¹ Capacity is based on previous site plans

² An 80% capacity on these sites

³ An 80% capacity at a density of 20 du/dac was assumed on this site

⁴ Capacity is based on the reuse of the historic building.

EXHIBIT 3

**City of Alameda Housing Element 2007 – 2014 Map
(showing subject parcel as currently zoned)**

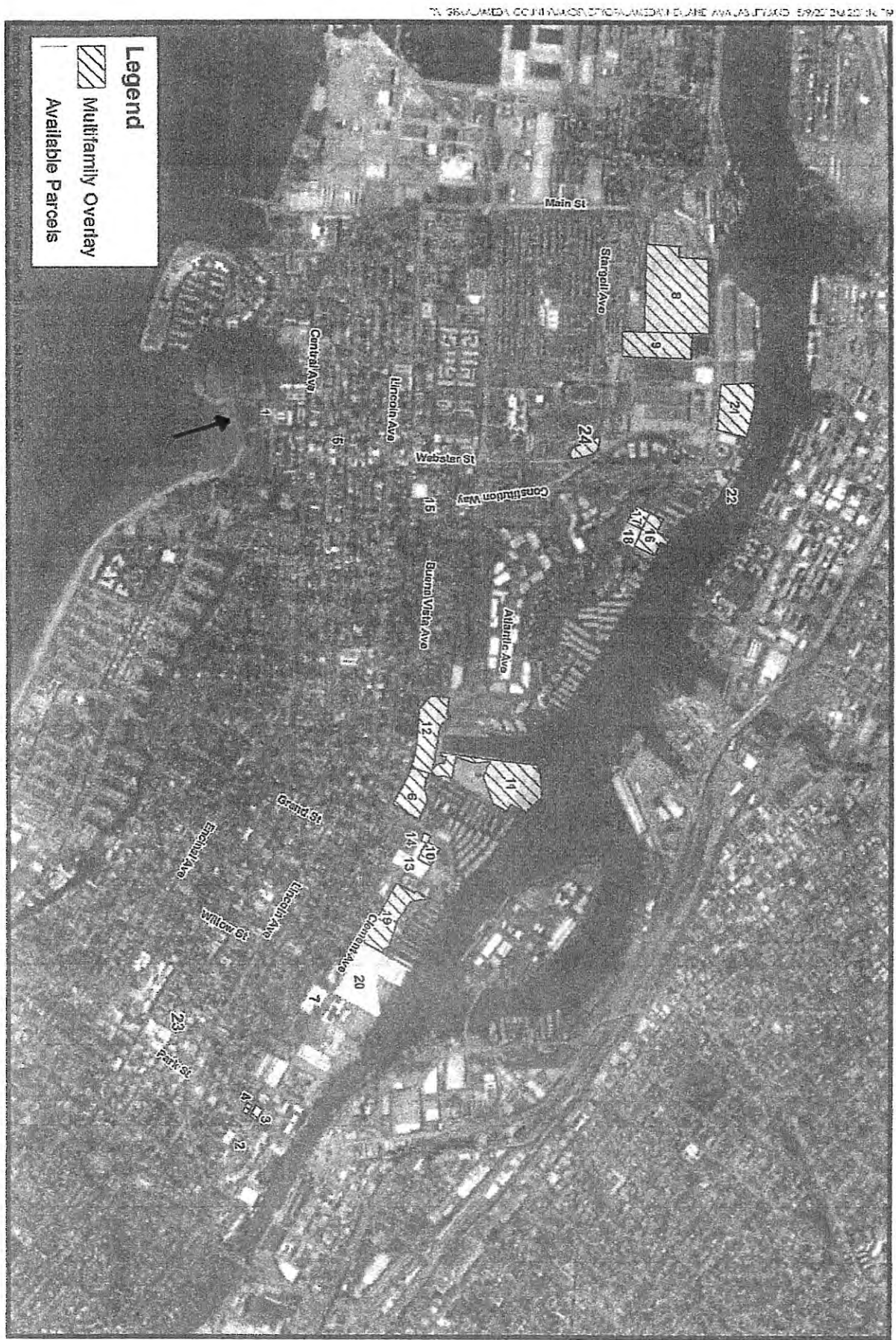
Figure 5, Map



EXHIBIT 3

City of Alameda Housing Element 2007 – 2014 Map
(showing subject parcel as it
would be zoned by this Initiative)

Figure 5. Map



Underutilized Site Descriptions

~~**Site 1 – McKay and Central:** This site is 3.5 acres and the City is planning to rezone this site from AP-G to R-4-PD to allow for additional housing. The federal government recently sold the property to Tim Lewis Communities, a residential homebuilder. The new owner is actively working on a plan to redevelop the site for housing. The site is a waterfront site, located adjacent to a regional park and nearby multifamily housing. It is currently occupied by two small, vacant buildings that are planned for demolition to make room for housing.~~

Site 3 and 4 1825 & 1801 Park Street: These two properties are owned by Mr. Goode. Mr. Goode is the son of the former "Ron Goode Toyota". Mr. Goode currently has a temporary short-term use on the property (a scooter shop) that is occupying the former auto dealership showroom, but he is actively entertaining offers for the property. Both parcels face Park Street, which is a major commercial and transit corridor. The sites would allow for multifamily housing above ground floor commercial. To assist in making these sites more feasible for development, the City is planning to rezone both sites from M-1 to CC. Capacity on these sites have assumed for mixed use development.

Site 6 – 1551 Buena Vista: This site is located on 7.14 acres on the north side of Buena Vista Avenue between Arbor and Ohlone Streets. Although this site is currently occupied with warehouse use, the property is for sale and there has been a lot of interest in this site for residential development.

Site 7 – Clement/Willow: The property is zoned and planned for residential use. An old tin warehouse built in 1941 currently occupies the land.

Sites 8 and 9 – North Housing: Based on community feedback, staff prepared an "Amendment #2: Main Street Neighborhoods Update" which the Planning Board approved with modifications on December 8, 2008. On March 4, 2009, the Alameda Reuse and Redevelopment Authority (ARRA) approved the Amendment #2 and a Legally Binding Agreement (LBA) between the ARRA, Housing Authority, Alameda Point Collaborative (APC) and Building Futures with Women and Children (BFWC). The LBA provides for a homeless accommodation of 90 permanent, service-enriched residential units affordable to formerly homeless families and individuals at North Housing. Following ARRA approval, the LBA and Amendment to Reuse Plan were submitted to the Federal Department of Housing and Urban Development (HUD). HUD approved the LBA in March 2011. Staff is currently working with the Navy to finalize the LBA. Once the LBA is finalized, the Navy will be authorized to dispose of the property. It is anticipated that the Navy will conduct a public auction for the property prior to December 31, 2013.

Site 10 – 2040 Grand: The 2.18 acre site is City owned and currently occupied by the City corporation yard and animal shelter that is planned for relocation to Alameda Point. The City has received offers from Warmington Homes, a Bay Area home builder. These offers included offers to rebuild the corporation yard at Alameda Point for the City. The site is surrounded by the Marina Cove residential development and the new Grand Marina Village residential development. It makes for an excellent housing site. The City would provide the purchaser with a lower purchase price in order to assist with the costs associated with relocation. The site is surrounded by residential uses, zoned for residential and thus would make a prime candidate for residential development. This site would not require any separate process and would be readily available.

Site 12 – 1501 Buena Vista: This site is occupied by a vacant historic warehouse. The property owner is selling the property and the site has had many interested buyers. The realistic capacity of this site assumes reuse of the historic building for housing.

Sites 13 and 14 – 2015 and 2025 Grand Street: The project site is located along Grand Street and Clement Avenue. This site is occupied with small largely vacant warehouses. The owner has entertained offers from developers in the past. This site is zoned for residential development and is surrounded by residential neighborhoods, thus making it a prime candidate for residential development. The site is also occupied by above ground Penzoil Tanks are above that can be easily removed. Most of the tanks are no longer in use. Penzoil has placed their property on the market on several occasions over the last 5 years and in all cases Penzoil has stated in their marketing material that Pennzoil would be removing the tanks and removing the small amount of hazardous materials that have dripped from the tanks into the top 2-3 inches of soil under the tanks. Pennzoil's marketing material states that the property would be made available as 'clean property' without tanks or hazardous material that would be "suitable for residential development".

Site 15 – 730 Buena Vista Avenue: The project site is bounded by Buena Vista Avenue, Constitution Way, Concordia Street and Pacific Avenue. The site is designated as Medium Density Residential in the General Plan and zoned R-5. Currently there is a boat business occupying a portion of the site but the owner has expressed interest in selling the property. The site is located in a residential neighborhood.

Site 19 and 20 – 1801 Clement & 2033 Clement (Alameda Marina): These sites total approximately 26 acres, 4 acres have been excluded due to constraints. Currently these sites are used for boat storage, maritime businesses and other small office uses. The property owners are working with the City to entitle the site for redevelopment with residential mixed use.

Site 22 – 2400 Mariner Square Dr: This site is a waterfront site that is currently vacant. The site was the formerly occupied by a Chevy's restaurant. This site is appropriate for waterfront residential use.

Site 23- CVS Site: This site is located within one block of the Park Street Commercial Area and transit corridor. The property is zoned CC- Community Commercial which allows residential development above ground floor commercial. The CVS company is currently working on plans to move to a different location in Alameda and making the site available for redevelopment. Their application at the new site is planned for City approval in June.

D. Housing Funds

All of Alameda Point, Alameda Landing and much of the Northern Waterfront are located within Community Improvement Plan (CIP) redevelopment areas. Alameda has adopted a requirement that twenty-five percent (25%) of the units be affordable. In the APIP the unit distribution must contain at least six percent affordable to very low-income dwelling units, at least ten percent affordable to low income dwelling units, and up to nine percent affordable to moderate-income dwelling units. In the BWIP and WECIP districts at least six percent of dwelling units must be affordable to very low income households, at least seven percent affordable to low income households, and up to twelve percent must be affordable to moderate income households.

All non-residential projects must comply with the City's housing impact ordinance, the Affordable Housing Unit/Fee (AHUF) ordinance (Alameda Municipal Code section 27-1). The ordinance requires all new development or change of non-residential use to either provide low-income units or an in-lieu fee. For example, for every 100,000 square feet of project space, an office building developer either must provide 20 units, which are affordable to low income households for a period of 59 years, or pay an in-lieu fee of \$3.45 per square feet of the development. The AHUF funds may be used for a variety of costs associated with developing or rehabilitating affordable housing.

In addition to the AHUF, the City has access to the significant and growing redevelopment Low and Moderate Income Housing Funds (20 percent set-aside) from the City's three redevelopment areas, BWIP, WECIP and APIP. The City also participates in other federal and state housing programs.

E. Housing Authority

The Alameda Housing Authority plays an important role in the provision of affordable housing. In addition to managing properties, the Housing Authority administers the Section 8 housing voucher program. The Housing Authority continues to look for opportunities to develop housing and/or partner with other entities to create additional affordable units. For example, the Housing Authority

is actively pursuing the development of affordable housing on the North Housing property presently undergoing surplussing by the U.S. Navy.

F. Additional Financial Resources

The City and private developers will need to expend significant financial resources to support new residential construction, fund housing programs and leverage state or federal funds, while utilizing tax advantages. The inclusionary housing obligation is specifically the developer's responsibility as specified in the City's Inclusionary Compliance Plan for Alameda's three redevelopment project areas. Typically, it is the responsibility of the developer to financially subsidize inclusionary units although assistance may be provided to developers who exceed the 15 percent inclusionary requirement.

The City has adopted Community Improvement Plans for its redevelopment project areas, which detail the development plans consistent with Community Redevelopment Law. The funds collected that are allocated for housing purposes will be used to increase, improve, and preserve housing available to low and moderate income persons at an affordable cost. The expected uses of funding will also vary by redevelopment area. In the West End Community Improvement Project, funding has been committed to debt repayment and to the Independence Plaza senior project to pay operating and rental subsidy for very low- and low-income units. In the Business and Waterfront Improvement Project, funding is contractually committed to the AUSD and to debt repayment. Remaining funding will be used for housing development activities for very low and low-income households. In the Alameda Point Improvement Project, \$3.6 million in funding has been committed to the Alameda Point Collaborative to pay for that portion of infrastructure costs allocable to the APC affordable housing units as discussed in this Element in Chapter 2. Remaining funds will be used exclusively to subsidize construction costs of the City's expanded low-income inclusionary obligations. In all redevelopment areas, the City has adopted plans, which detail the plans for redevelopment. (For additional detail please see Table 2-1 for anticipated program funding) Depending on the pace of real estate development, new projects may generate as much as \$13 million over the next five years for their respective Low and Moderate Income Housing Funds (20 percent set-aside). The City also receives revenue from its housing impact fee, the Affordable Housing Unit/Fee (AHUF), which has been recently increased to adjust for inflation. Depending on future non-residential development, this fee may generate as much as \$3 to \$4 million by the end of the Housing Element planning period. In addition to these sources, the federal HOME and CDBG programs are expected to generate approximately \$3 million for housing programs.

In addition, the City will support local agency efforts to secure federal funds including those targeted to such groups as the homeless (Emergency Shelter Grants), families at risk of lead poisoning (Lead Based Paint Hazard Reduction Program), the elderly (Section 202) and others. In the same spirit, the City will look to the State to help it meet its goals through such programs as the CHFA

HELP program. The City will also continue to work with the private sector in leveraging its funds through such programs as the CASA second mortgage shared appreciation program.

G. Residential Infill

The 1990 General Plan assumed that 520 housing units would be constructed between 1990 and 2010. Over the past several years, an average of ten units per year of infill housing have been built in Alameda. Consistent with recent trends and the City's General Plan, the City is assuming that infill housing will continue to constitute about ten units per year.

H. Residential Uses in Non-Residential Zoning Districts

The City accommodates residential uses in non-residential zones. Commercial areas, particularly those in the older portions of the city, can provide opportunities for additional housing units. More than two dwelling units can be developed on commercial property, provided they meet the requirements of AMC Section 30-4.8.(c)(1), and there are not more than two dwelling units in any one building. The C-1 (Neighborhood Commercial) and C-2 (Central Business) commercial zoning in Alameda districts allow residential uses with a use permit, based on the following provisions:

Any dwelling use permitted in "R" Districts; provided that the residential use will not conflict with or inhibit attainment of General Plan land use designations or the operation of legitimate business uses within the commercial district; that new residential use shall not occupy ground floor space considered suitable for business use; and that new structures devoted solely to residential use shall not be permitted, and that there shall be not less than two thousand (2,000) square feet of lot area for each dwelling unit.. [AMC Section 30-4.8(c)(1)]

The C-C (Community Commercial) Zoning District allows dwelling units by right when the units are located in structures also containing nonresidential uses, are not located on the ground floor, and meet the parking requirements. When the units do not meet the off-street parking requirements, they are allowed in the district by Use Permit.

This provision has been implemented to prohibit residential use in ground floor storefront space, but to allow it to the rear on the ground floor in the main structure or as an addition to the rear, or on the second floor above. Industrial zoning districts allow caretaker or watchman residences directly associated with the primary use. Additionally, in 1998 the City adopted a work/live ordinance which allows residential use within work space. Residential use is limited to allow work to be the primary function, and therefore these units are not considered residential. Work/live units, however, do provide additional living opportunities in commercial and industrial zones. One work/live development of eight work/live spaces has been developed.

I. Surplus Land Opportunities

There are three properties that may become surplus during the planning period. These properties include the office complex on McKay, North Housing at Alameda Point and Island High, owned by the Alameda Unified School District. The General Service Agency has begun to surplus the federal property at McKay but the results of that auction and the intent of the property owner are not known. One development proposal was taken to public workshops in August 2008 for the Island High location. The community rejected this proposal. The City and school district will be reviewing development options in the future. The surplussing process of the North Housing site is described below:

On November 5, 2007, the Navy declared an additional 42 acres at the former Naval Air Station Alameda (Alameda Point), referred to as the North Housing Parcel, as surplus. Following closure of the base in 1996, the Coast Guard used the property as housing and supportive recreation facilities. In spring 2005, the Coast Guard vacated the North Housing Parcel. The November 2007 surplus declaration triggered a federally prescribed screening process created by the McKinney-Vento Act. This act requires the Federal government to prioritize any military surplus property to meet homeless needs for both housing and services. The Federal screening process is used to solicit, evaluate, and accommodate homeless assistance requirements and then, subsequently, public uses in planning and implementing the reuse of surplus property. The Alameda Reuse and Redevelopment Authority (ARRA), as the Local Redevelopment Authority (LRA), is responsible for conducting the screening process for the North Housing Parcel and must balance the needs of the homeless and requests for Public Benefit Conveyances (PBCs) against other community needs and interests such as economic development and provision of a range of housing for all segments of the population.

Within 30 days of the Navy's surplus declaration, as required, the ARRA published a Notice of Availability of Surplus Property on November 16, 2007. An informational workshop and site tour for homeless services providers and organizations eligible for PBCs was held on December 6, 2007. Subsequently, on March 7, 2008, five interested organizations submitted Notices of Interest (NOIs) for portions of the North Housing Parcel. On October 1, 2008, the ARRA recommended that staff continue to pursue two PBCs and one homeless housing accommodation for the North Housing Parcel. Therefore, Development Services Department (DSD) staff negotiating a legally binding agreement (LBA) for the homeless accommodation described below and providing on-going support for the two PBC applications to be submitted to Federal agencies.

Proposed Homeless Accommodation: The ARRA recommended proceeding with a revised proposal for approximately 90 units of permanent, service-enriched affordable rental housing to be developed and operated by the Housing Authority of the City of Alameda, the Alameda Point Collaborative, and Building Futures with Women and Children. The permanent supportive housing units will serve

individuals and families in Alameda who are homeless. The development includes a community center and property management offices. The proposed development would help meet the top priority need of “permanent supportive housing in Alameda, especially housing designed for individuals, for couples, and small families” identified in the City of Alameda Homeless Needs Assessment (February 2008). Considering the existing Neighborhood Residential zoning (R-4) and the required 25% inclusionary obligation for any future residential development at the site, the size of the development was reduced to approximately 90 housing units from the original proposal of 120 units. The ARRA also recommended evaluating alternative locations within the 42 acres, which were discussed at the November 3, 2008 Planning Board workshop. The draft Amendment to the NAS Alameda Community Reuse Plan includes a set of planning guidelines to inform location of residential development on the site.

Public Benefit Conveyances: Habitat for Humanity East Bay submitted a PBC proposal to renovate 32 homes using its self-help, or sweat-equity, model for providing affordable ownership housing. Habitat intends to sell the homes to households with incomes at 80% or less of AMI. At the ARRA’s direction, DSD staff is providing on-going support for a development proposal from Habitat for Humanity East Bay to renovate 20-32 townhomes, or build 20-30 new duet-style homes, or some combination thereof, using the self-help model. It is anticipated that this project will, in part, meet low- and moderate-income inclusionary housing needs as part of any future residential development consistent with the current R-4 zoning designation. The exact location of the development will be based on future feasibility analyses and sited based on adopted planning guidelines.

The City of Alameda Recreation and Park Department (ARPD) submitted a PBC proposal to utilize approximately eight acres of existing open space at the North Housing Parcel as a public park, providing a variety of youth sports activities, including a possible agreement with the Miracle League for the renovation of the existing baseball field. At the ARRA’s direction, DSD staff is providing support for ARPD’s submission of a formal application to the Department of Interior to utilize approximately eight acres of open space at the North Housing Parcel. During the November 3, 2008 Planning Board Workshop, consideration was given to the overall benefit to the neighborhood of relocating the eight-acre park to another location on the 42 acres to better serve existing and future residents. Support was expressed for both active and passive parks within the redeveloped neighborhood. The commitment to active and passive open space is reflected in the draft planning guidelines.

Community Reuse Plan Amendment (North Housing): The culmination of ARRA’s obligation during the federally mandated surplus process is the completion of an amendment to the 1996 Naval Air Station Alameda Community Reuse Plan. "Amendment #2: Main Street Neighborhoods Update" addresses the need to plan for the reuse of the recently declared 42 surplus acres and includes an update of redevelopment efforts in this subarea of NAS Alameda.

The approximately 300-acre Main Street Neighborhoods subarea, as defined in the Reuse Plan, is home to primarily residential neighborhoods. Within the Main Street Neighborhoods, market-rate tenants and residents of the Alameda Point Collaborative occupy the majority of existing housing units west of Main Street. East of Main Street, Marina Village houses U.S. Coast Guard personnel, the Bayport community includes 586 new residential units, and 282 units on 42 acres were recently declared surplus by the Navy.

The Base Realignment and Closure Act requires community outreach and opportunities for participation in the reuse plan amendment process. Community engagement includes two public meetings on November 3, 2008 and December 8, 2008 and a public hearing at an upcoming ARRA meeting on February 4, 2009. Notices were mailed to tenants and property owners within 1,000 ft. of the North Housing Parcel, as well as community stakeholders. A meeting notice was posted at the site and an ad was placed in the local paper. The workshops are an opportunity for the community to provide feedback on the location of the recommended accommodation for the homeless as well as the public benefit conveyances, and to consider and prioritize other reuse opportunities for the land.

On November 3, 2008, the Planning Board meeting included a presentation of the surplus process to date and audiovisual presentation of several alternative neighborhood designs that could accommodate an eight-acre park as well as homeless, affordable and market rate housing alternatives that are consistent with the surplus process, as well as the land use guidelines in the 1996 NAS Alameda Community Reuse Plan.

Based on community feedback, staff prepared an "Amendment #2: Main Street Neighborhoods Update" which the Planning Board approved with modifications on December 8, 2008. On March 4, 2009, the Alameda Reuse and Redevelopment Authority (ARRA) approved the Amendment #2 and a Legally Binding Agreement (LBA) between the ARRA, Housing Authority, Alameda Point Collaborative (APC) and Building Futures with Women and Children (BFWC). The LBA provides for a homeless accommodation of 90 permanent, service-enriched residential units affordable to formerly homeless families and individuals at North Housing. Following ARRA approval, the LBA and Amendment to Reuse Plan were submitted to the Federal Department of Housing and Urban Development (HUD). HUD approved the LBA in March 2011. Staff is currently working with the Navy to finalize the LBA. Once the LBA is finalized, the Navy will be authorized to dispose of the property. It is anticipated that the Navy will conduct a public auction for the property prior to December 31, 2013.

J. Availability of Services

Adequate water, sewer and other services are available to serve most of the remaining vacant and infill area development sites in the City. Alameda lies within the service area of the East Bay Municipal Utility District (EBMUD) for water, while power is provided by the City's own utility, Alameda Power (AP). While the infrastructure in many redevelopment areas is deteriorated or may otherwise require substantial investment, this does not pose a significant constraint on the development of those sites within the 5-year planning period. Significant infrastructure issues remain, however, with the redevelopment at Alameda Point and are discussed further in Chapter 6 of this document.

K. Opportunities for Energy Conservation

The City of Alameda has adopted a wide range of policies and programs to facilitate energy efficiency in residential development. In 1981, the City adopted an Energy Element as part of its General Plan. The Energy Element contained numerous policies and programs for energy-efficiency. In addition to producing alternative sources of energy and encouraging energy conservation in transportation, the Energy Element contained several specific proposals for conserving energy in residential development. These policies include enforcement of Title 24, establishing design standards for energy efficient homes, and including solar energy techniques in site and building layout and design.

1. In addition to the policies and programs in the Energy Element, Alameda Power (AP, the City-owned utility) has developed a list of residential customer energy services. These services include a weatherization cash grant program, a rebate program for compact fluorescent lights, a meter lending program, a rebate program for Energy Star refrigerators, a second refrigerator pick up program, free energy audits, and an Energy Assistance Pilot Program to help low income residents reduce their energy use. The City is pursuing an aggressive program to recycle building materials from large demolition projects such as those on former US Navy properties on Alameda Point. The City has successfully implemented these programs over the past few years and has committed to continue implementation, as called for in the Alameda Power Business Plan. Below is a summary of the City's residential energy programs: Weatherization Cash Grant Program: For customers with electric heat, AP pays 80 percent of the cost of weatherization and the customer pays 20 percent.
2. Great White Light Sale: This is a rebate program to encourage residential customers to install energy efficient compact florescent lamps. Customers receive a \$2.00 coupon toward the purchase of a compact florescent lamp at a local retailer.

3. Meter Lending Program: Under this program, customers may borrow a meter to measure the electric use of any 120-volt appliance in order to check and ultimately reduce electrical consumption in homes.
4. Energy Star Refrigerator and Recycle Program: This program offers rebates of \$100 to customers who buy Energy Star refrigerators and recycle their old refrigerators properly.
5. Second Refrigerator Pick Up Program – Alameda Power’s recycler will pick up customers second refrigerator at no cost and the customer receives a \$35 rebate.
6. Energy Audits: Alameda Power provides free energy audits for residential properties.
7. On Line Residential Energy Audit – Customers can do their own home energy audit using a program on Alameda Power’s website. Also included in the program are libraries of energy efficiency measures and appliance calculators.
8. Energy Assistance Program: This program helps low-income residents reduce their energy use and provides financial assistance. The emphasis is on senior citizens, customers with electric heat, and customers on the waiting list for Section 8 housing assistance.

Taken as a whole, the City’s policies and programs form a comprehensive approach to energy efficiency in residential development.

L. Maintaining Consistency with Other General Plan Elements and Community Goals

The City has completed two planning initiatives that will have an impact on the amount of land available for housing development. These planning efforts include the Northern Waterfront General Plan Amendment and the General Plan Amendment for Alameda Point.

1. Northern Waterfront Specific Plan (NWSP): Bounded by the Alameda Beltline property at Constitution Way, Minturn Street at Eagle Avenue, and the Oakland-Alameda Estuary, the Northern Waterfront encompasses an area of Alameda that was historically a working waterfront containing light and heavy industrial uses. Recent developments in the area have demonstrated that waterfront uses are no longer the strongest economic use of the land. Additional land for residential development at several sites within the area will assist the city in creating housing opportunities.

2. Alameda Point General Plan Amendment and Draft Master Plan: Alameda Point, the former Naval Air Station Alameda, is the subject of a recent Draft Master Plan completed by Suncal, the City's Master Developer. The City completed a GPA to change the General Plan designation of Alameda Point from Federal Facilities to other land use designations, including mixed use and residential. The specific mixed use designations will include allowances for residential uses.

In conclusion, the City has aggressively pursued construction of new housing, rehabilitation of existing housing and conversion of former military housing to civilian residential uses. Pursuant to State housing laws, the City has designated, or is in the process of designating, more than the minimum amount of land at sufficiently high densities to meet its regional share of housing over the seven year planning period. The City will continue to pursue additional housing opportunities for all income levels during this period. Through a combination of redevelopment monies, inclusionary housing requirements and an active role in pursuing housing opportunities by the Alameda Housing Authority, Alameda clearly will be able to meet its fair share obligations.

EXHIBIT 4

**City of Alameda Zoning Plan Section 30-4.19 O,
Open Space District**

(as it would be amended by this Initiative)

30-4.19 O, Open Space District.

- a. *General.* The following specific regulations shall apply in all O Districts as delineated and described in the zoning map(s). It is intended that this district classification be applied on lands, tide lands and water areas suitable for recreational and aesthetic resources, and that the regulations established will promote and protect recreational uses, scenic vistas or reservation of land or water against the intrusion of improper uses.
- b. *Uses Permitted.*
 1. Public and private parks, parkways, playgrounds, beaches, lagoons or lakes, excepting buildings or structures thereon.
 2. Public and private golf courses, country clubs, excepting buildings or structures thereon.
 3. Public and private land or water preserves.
 4. Underground utility installations for local service.
- c. *Uses Permitted, Subject to Minor Design Review.* Subject to the adjacent property owner's ability to lease portion(s) of the public tidal lands within the "O" District, minor structures that are accessory to the adjacent residential use for the purpose of either: a) waterfront access, including but not limited to docks, and fences/gates not to exceed eight feet (8') in height above the dock, or b) landscape amenities, such as arbors, gazebos, and similar unenclosed structures not to exceed ten feet (10') in height, are permitted subject to approval process for improvements requiring minor design review, as outlined in Section 30-37 Design Review Regulations.
- d. *Uses Requiring Use Permits.* It is the intent of this paragraph that the following uses shall be reviewed by the Planning Board for their appropriateness in a specific location or for such other factors as safety, sanitation, design and visual attractiveness.
 1. Any structure or building (other than those described in subsection c. of this section) located within areas described in paragraphs b.1., 2. and 3.
 2. Above ground utility installations for local service.
 3. Publicly owned small craft marinas and related installations.
 4. Public and commercial concessionaire activities, uses and buildings.
- e. The 3.899 acre surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026 is hereby zoned Open Space.

EXHIBIT 5

City of Alameda Zoning Map

(showing subject parcel as currently zoned)



A I-056

North: 25 Degrees
Scale: 1" = 625'
(17,500)

0 312.5 625 1,250 1,875 2,500 Feet

EXHIBIT 5

City of Alameda Zoning Map
(showing subject parcel as it
would be zoned by this Initiative)



City of Alameda Zoning Map



Alameda Point

Zoning		
Residential		
[Symbol]	R-1	One-Family Residential
[Symbol]	R-2	Two-Family Residential
[Symbol]	R-3	Open Residential
[Symbol]	R-4	Neighborhood Residential
[Symbol]	R-5	General Residential
[Symbol]	R-6	Hotel Residential
Commercial		
[Symbol]	CP	Community Professional
[Symbol]	C1	Neighborhood Business
[Symbol]	C2	Central Business
[Symbol]	C3	Community Commercial
[Symbol]	C4	Commercial Manufacturing
Industrial		
[Symbol]	I-1	Medium-Density Industrial
[Symbol]	I-2	General Industrial
Special Zones		
[Symbol]	XX	Neighborhood Planned Development
[Symbol]	E	Estuary
[Symbol]	Q	Open Space
[Symbol]	PD	Planned Development Overlay
Recreation		
[Symbol]	RD	Recreation District
[Symbol]	MD	Marine District
[Symbol]	WD	Watershed District
[Symbol]	MM	Marine Manufacturing
[Symbol]	OD	Odorous/Chronic
[Symbol]	A	Agriculture District
[Symbol]	B	Business District
[Symbol]	H	High District
[Symbol]	Y	Yard District
[Symbol]	G	Government Centering
[Symbol]	UP	Urban Planning Overlay



EXHIBIT 6

City of Alameda Zoning Plan

**Section 30-4.4 R-4, Neighborhood Residential District;
Section 30-4.13 PD, Planned Development Combining District; and
Section 30-4.23, Multi-family Residential Combining Zone
(not amended by this Initiative)**

30-4.4 R-4, Neighborhood Residential District.

- a. *General.* The following specific regulations and the general rules set forth in Section 30-5 shall apply in all R-4 Districts as delineated and described in the zoning map(s). It is intended that this district classification be applied in areas where one-family and two-family homes, groups of one and two-family homes, and certain non-profit organization administration offices, if found compatible, may be located to promote low density, primarily residential standards.
- b. *Uses Permitted.*
 1. Uses as permitted in R-1, R-2 and R-3 Districts.
 2. Signs: As regulated in Section 30-6 of these regulations.

- c. *Uses Requiring Use Permits.*

It is the intent of this paragraph that the following uses shall be reviewed by the Planning Board for their appropriateness in a specific location, or for such other factors as safety, congestion, noise, and similar considerations.

1. Uses not otherwise permitted in paragraph b. and as required in R-3 Districts.
 2. Storage garage buildings when constructed on a vacant lot, and for the primary use of occupants of adjacent buildings.
 3. Temporary tract sales offices, advertising signs, construction offices, equipment storage yards or structures therefor which are incidental to the development during the construction and/or sales period.
 4. Administrative offices of nonprofit community social service organizations.
 5. Bed and breakfast facilities, upon compliance with standards set forth in the definition for bed and breakfast in Section 30-2
 6. Automobile parking lots and ancillary facilities for ferry terminals serving the general public, provided that:
 - (a) Parking lots and ancillary facilities adjoin a commercial planned development zoned area or an industrially zoned area in which terminals are permitted;
 - (b) There is an entrance to the automobile parking lots and ancillary facilities for ferry terminals adjacent to nonresidential areas; and
 - (c) Any additional parking lot entrances adjacent to residentially zoned areas shall be allowed only if conditions are imposed to minimize the non-local automobile traffic to the terminal through the residential areas.
- d. *Minimum Height, Bulk and Space Requirements.*
 1. Lot Area: Not less than five thousand (5,000) square feet in all lots recorded on and after the effective date of this article, August 1, 1958. However, regardless of date of recordation, there shall be not less than two thousand (2,000) square feet of lot area for each dwelling unit.
 2. Lot Width: Not less than fifty (50') feet on all lots recorded on and after the effective date of this article, August 1, 1958.
 3. Maximum Main Building Coverage: Fifty (50%) percent of lot area.
 4. Building Height Limit: Not to exceed thirty-five (35') feet.
 5. Front Yard: Twenty (20') feet.
 6. Side Yard: Side yards shall total not less than twenty (20%) percent of the lot width as

measured at the front yard (as defined in Section 30-2—Definitions), and no side yard may either be less than five (5') feet or be required to be more than ten (10') feet. The side yard on the street side of a corner lot shall not be less than ten (10') feet.

7. Rear Yard. Twenty (20') feet. Not more than forty (40%) percent of the rear yard, as defined in Section 30-2, may be occupied by accessory buildings or structures (swimming pools excepted).
8. Distances Between Main Buildings on Same Lot: Twenty (20') feet.
9. Yards for Corner Lot Adjacent to Key Lot: The side-yard setback on the street side of the corner lot, within twenty (20') feet of the side property line of the key lot, shall be equal to the front-yard of the key lot, as defined in Section 30-2, "Yard, front," and no structure, excluding barriers, may be permitted within five (5') feet of the rear property line on the corner lot.
10. Usable Open Space Requirements: Usable open space is comprised of private open space and common open space as defined in subsection 30-5.12. The following are the minimum open space requirements: a minimum four hundred (400) square feet of usable open space per dwelling unit with a minimum of one hundred twenty (120) square feet of private open space per ground level dwelling unit; with a minimum of sixty (60) square feet of private open space per non-ground level dwelling unit; with a minimum of ninety (90) square feet of common open space per dwelling unit. There shall be not less than three hundred (300) square feet of common open space per lot.
11. Off-Street Parking Space: As regulated in Section 30-7

(Ord. No. 535 N.S. §§ 11-1313— 11-1316; Ord. No. 1277 N.S.; Ord. No. 1372 N.S.; Ord. No. 1476 N.S.; Ord. No. 1533 N.S.; Ord. No. 1757 N.S.; Ord. No. 1844 N.S.; Ord. No. 2267 N.S.; Ord. No. 2289 N.S.; Ord. No. 2363 N.S.; Ord. No. 2428 N.S., § 6; Ord. No. 2480 N.S., § 4; Ord. No. 2511 § 1; Ord. No. 2560 N.S. § 5; Ord. No. 2566 N.S. § 1; Ord. No. 2933 N.S. § 3; Ord. No. 2943 N.S. § 6)

30-4.13 PD, Planned Development Combining District.

- a. *Statement of Purpose.* The purpose of the Planned Development District is to provide more flexibility in site design, development standards and types of land uses than would otherwise be allowed in the underlying zoning district; to ensure project compatibility with surrounding uses; and to ensure that adverse environmental effects are reduced or avoided to the maximum extent feasible.
- b. *Established.* The Planned Development (PD) District is hereby established as a zoning district classification combining the provisions of the regulations of the underlying district with the regulations for planned developments as set forth herein.
- c. *Qualifying Requirements.*
 1. All areas of the City zoned Planned Development shall be developed or redeveloped under the Planned Development process.
 2. A Planned Development shall include at least two (2) acres of contiguous land unless the Planning Board finds that an area containing less than two (2) acres is suitable as a planned development by virtue of its location adjacent to other planned developments, unique historical or architectural character, topography, natural landscape features, parks or water areas, or other features requiring special treatment or protection.
 3. All Planned Developments shall be consistent with the General Plan.
 4. In order to assure quality developments, professional talent (i.e., architects, landscape architects, civil engineers, traffic engineers and planners) should be used in the design of planned developments. Professionals should be registered in the State of California.
- d. *Uses Permitted in Planned Developments.*
 1. The following may be permitted in residential planned developments:
 - (a) Uses permitted in the district with which the PD District is combined;
 - (b) Uses requiring use permits in the district which the PD District is combined;
 - (c) Yacht clubs which the Planning Board finds are compatible with the development under consideration.
 2. The following uses may be permitted in nonresidential Planned Development Districts:
 - (a) Uses permitted in the district with which the PD District is combined;
 - (b) Uses requiring use permits in the district with which the PD District is combined;
 - (c) Any uses which the Planning Board finds are compatible with the development under consideration;
 - (d) Large format retail.
- e. *Other Applicable Regulations.* (Not related to use.) Regulations applicable to the district with which the PD District is combined shall apply, except for provisions for:
 1. Minimum lot area and width and maximum building coverage;
 2. Yards;
 3. Off-street parking;
 4. Height.

The Planning Board shall establish the requirements for excepted provisions by conditions of approval.
- f. *Procedures and Standards.*

1. At least one (1) public hearing, noticed pursuant to subsection 30-21.7 shall be held on each application or substantial amendment thereto.
2. The provisions of subsections 30-21.3c and d. and subsection 30-21.12 shall apply to all PD applications.*
3. The Planning Board may approve a PD application only if it determines:
 - (a) The development is a more effective use of the site than is possible under the regulations for which the PD district is combined; and
 - (b) The project meets the requirements of AMC Section 30-21.3.b. Use Permit Standards, subsections 1, 2, 3, and 4.
4. Parcels developed with two (2) or more existing single-family or two-family dwellings may be approved as a Planned Development, subject to the following standards:
 - (a) The provisions of subsection 30-4.13c., d., and e. shall apply.
 - (b) Parcels to be subdivided shall be developed with only single-family or two-family homes.
 - (c) Each parcel created through the subdivision shall be required to comply with the density requirement of Article XXVI of the Alameda City Charter.
 - (d) No vacant parcels of less than five thousand (5,000) square feet shall be created.
 - (e) The proposal shall be reviewed for basic health and safety standards. The Planning Board shall be authorized to establish conditions of approval.
5. No PD application shall be approved which would not comply with the provisions of the Subdivision Map Act or subdivision regulations of the City, exclusive of those requirements for which exemptions are permitted.
6. The Planning Board may consider but shall not approve or disapprove architectural design features subject to Design Review Board approval.
7. A PD permit shall terminate one (1) year from the effective date of its approval unless actual construction has begun within that time. The time required to approve a tentative or final map on the PD permit shall extend the time to begin construction if the tentative map is filed within one (1) year.

Prior to the expiration of the one (1) year period within which the PD permit must be first exercised, the grantee may apply for one (1) additional one (1) year time period within which to exercise the approval. Such applications for extension shall be ruled upon by the Planning Board after a public hearing.

This right to apply for the additional one (1) year time period shall be retroactive to PD approvals in existence on or subsequent to December 1, 1988.

g. *Density.*

1. The Planning Board shall determine the number of dwelling units that are appropriate for the Planned Development. Unless mitigating measures can be implemented under paragraph i. of this subsection, density which could create the conditions listed in that paragraph shall not be allowed.
2. The maximum number of dwelling units which the Board may permit shall be:
 - (a) R-1; One unit per 5,000 square feet of lot area.
 - (b) R-2; One unit per 2,000 square feet of lot area.
 - (c) R-3; One unit per 2,000 square feet of lot area.
 - (d) R-4; One unit per 2,000 square feet of lot area.
 - (e) R-5; One unit per 2,000 square feet of lot area.

- (f) R-6; One unit per 2,000 square feet of lot area.
 - 3. Density shall be calculated for each planned development. The Board may calculate density on the basis of more than one (1) Planned Development if the Planned Developments are contiguous and part of an approved master plan. This paragraph g. may be applied to existing as well as proposed Planned Developments.
 - h. *Streets and Other Transportation Facilities.*
 - 1. All streets, other than ways used for access to garages or parking areas, shall be dedicated unless the Planning Board determines that private streets are a necessary arrangement in the design of the planned development and the covenants and conditions include a provision that the City may repair streets and/or require dedication at a later date if streets are not maintained.
 - 2. The Planning Board may require the dedication of any walkway, bicycle path, or other transportation facility within a Planned Development if such dedication appears to be in the public interest.
 - 3. A Planned Development shall satisfy either the provisions of the subdivision regulations or the requirements for exceptions to the provisions of the subdivision regulations. If the Planning Board determines that the design of the Planned Development meets the requirements for exceptions, approval of the Planned Development shall constitute the recommendation to authorize appropriate exceptions to the requirements and regulations of the subdivision regulations.
 - i. *Particular Conditions.* The Planning Board may impose such conditions as will eliminate or mitigate any of the following conditions which might otherwise result from approval of the application:
 - 1. Traffic congestion or unsafe access,
 - 2. Site not physically suitable for the type of development,
 - 3. Site not physically suitable for the proposed density,
 - 4. Proposed improvement is likely to cause substantial environmental damage,
 - 5. Design or type of improvement is likely to cause serious public health problems.
 - j. *Development Plan.* An applicant seeking approval of a Planned Development shall submit a development plan with the application. The development plan shall include all of the following information:
 - 1. A site plan showing:
 - (a) All streets, walkways, waterways, bicycle or pedestrian paths, parking lots, dividing strips, bridges, building pads or sites and lot lines, drawn so as to be easily read and interpreted,
 - (b) Areas proposed to be conveyed, dedicated or reserved for parks, parkways, playgrounds, school sites, public buildings, and similar public uses, or similar facilities proposed for common ownership or use,
 - (c) General topography and cross-sectional information, in sufficient detail so as to be easily understood,
 - (d) Details and specifications, as necessary, to insure that improvements meet the requirements of the Planning Board.
 - 2. A plot plan showing:
 - (a) Each building site or pad, its relationship to other building sites in distance and the approximate location of all buildings, structures and improvements.
 - (b) All open space, including common open space and private open space.
 - 3. Elevations, perspective drawings, models or other graphic representations sufficient to

- appraise the Board of the design of the various improvements of the project.
4. A development schedule indicating:
 - (a) The approximate date when construction of the project is expected to begin.
 - (b) The stage in which the project will be built and the approximate date when construction of each state is expected to begin.
 - (c) The anticipated rate of development.
 - (d) The approximate dates when the development of each of the stages in the development is expected to be completed.
 - (e) The area and location of common open space that will be provided at each stage.
5. An outline of the proposed agreements, provisions or covenants, if any, which will govern the use, maintenance, and continued protection of the Planned Development and any of its common open areas.
6. Any additional information which the Planning Board deems necessary or desirable.
7. An overall general or master plan showing how the plans relate to one another when two (2) or more related Planned Development plans will be filed.
- k. *Development Plan Finalization.* Whenever approval of the development plan is conditioned on amendments thereto, the Planning Board may require an additional review to insure that all exhibits and texts of the approval comply with approvals given. Exhibits and text shall be designated the final development plan when no further approvals are required by the Planning Board.
- m. *Amendments.*
 1. Amendments to planned developments shall be subject to review by the Planning Board.
 2. Amendments to planned developments shall be required under the following circumstances:
 - (a) Changes in permitted uses from those authorized under the planned development approval;
 - (b) Changes in the permitted minimum lot area and width, building height limit, maximum main building coverage, or yard requirements;
 - (c) Changes in off-street parking requirements;
 - (d) Additions to commercial or public uses which involve more than a twenty-five (25%) percent increase in the floor area of existing structures associated with the use. The Planning Board may place additional requirements on individual Planned Development projects that establish specific criteria for evaluating the need for an amendment. These may be in addition to or may modify the standard established in this section;
 - (e) A building or use expansion which, in the opinion of the Planning Director, may have a substantial adverse effect on adjacent property;
 - (f) Conversion of existing multiple tenant retail spaces to a single retail space greater than thirty thousand (30,000) square feet; unless, said conversion is allowed by the existing Planned Development approval.
 3. Amendments to final development plans shall be processed according to the foregoing provisions of this article.
- n. *Certificates of Compliance.* Before the issuance of an occupancy permit, the Zoning Administrator shall certify that the conditions of approval of the Planned Development have been met. The City Engineer's report on a final map shall certify that the final map is

consistent with the conditions of approval of the Planned Development.

- o. *Rebuilding Destroyed Developments.* Planned Developments approved and completed at the adoption of this Ordinance No. 1807 N.S. may be rebuilt if destroyed by accident, fire or other cause.

(Ord. No. 2848 N.S. §§ 1, 2; Ord. No. 2652 N.S. § 1; Ord. No. 535 N.S. §§ 11-1353—11-1358; Ord. No. 1277 N.S.; Ord. No. 1807 N.S.; Ord. No. 1931 Exh. A No. § 12., 13., and 14.; Ord. No. 2025 N.S.; Ord. No. 2441 N.S., § 1; Ord. No. 2566 N.S. § 5; Ord. No. 2579 N.S. § 6; Ord. No. 2583 Exh. A., No. 7; Ord. No. 2600 N.S. §§ 1, 2; Ord. No. 2608, § 1; Ord. No. 2795 N.S. §§ 1, 2; Ord. No. 2979 N.S. §§ 10—13)

* *Editor's Note:* Subsections 30-21.3c and d. permit the Board to place conditions on approval and to revoke approval for failure to abide by required conditions. Subsection 30-21.12 permits the Planning Board to refer applications to the Design Review Board for a report or for approval.

30-4.23 Multi-family Residential Combining Zone.

- a. *Purpose.* The Multi-family residential combining zone (MF District) is an overlay zone intended for lands in Alameda that are well located for transit oriented Multi-family housing, necessary to accommodate Alameda's share of the regional housing need, and available to facilitate and encourage the development of a variety of types of housing for all income levels, including Multi-family rental housing as required by California Government Code sections 65580 and 65583.
- b. *Alameda Municipal Code and Underlying Zoning District Provisions and Requirements.*
 1. Proposed residential use within the MF district shall comply with the provisions of the MF District, the provisions of the underlying zoning district and all other provisions of the Alameda Municipal Code. In the event of a conflict between the provisions of the MF Combining District and the provisions of the underlying district or the Alameda Municipal Code or Alameda City Charter Article 26, the provisions of the MF District shall govern.
 2. Proposed non-residential use, if permitted or conditionally permitted by the underlying zoning districts, within the MF district shall comply with the provisions of the underlying zoning district and all other provisions of the Alameda Municipal Code.
- c. *Housing Types Permitted.*
 1. The following housing types shall be permitted by right, without a conditional use permit or other discretionary review other than design review, in addition to those permitted by the underlying zoning district:
 - (a) Multifamily;
 - (b) Town homes;
 - (c) Senior;
 - (d) Transitional housing;
 - (e) Supportive housing;
 - (f) Single room occupancy;
 - (g) Live/work;
 2. For the purposes of the MF District, live/work shall be defined as a residential unit that is the primary residence and place of employment for the owner or occupant of the live/work unit.
- d. *Land Uses Permitted.*
 1. Residential uses are permitted by right in the MF Combining District in addition to the uses permitted and conditionally permitted by the underlying zoning district.
 2. All properties with the MF Combining District designation that front on Park Street or Webster Street shall provide ground floor retail space fronting onto the Park Street or Webster Street public right of way.
- e. *Permitted Residential Density and Lot Size.*
 1. Within the MF Combining District, the maximum permitted residential density shall be thirty (30) units per acre.
 2. Minimum lot size requirements shall be modified as necessary to permit construction at the densities allowed by this section.
- f. *Height Requirements.* The maximum height permitted shall be three (3) stories or thirty-five (35) feet, except as provided in paragraph k.

- g. *Transportation Facilities and Service Requirements.*
1. Transit passes or weekday commute hour shuttle service shall be provided with each unit in the residential development.
 2. Secure bicycle parking spaces for at least two (2) bicycles shall be provided for each unit in a secure bicycle cage or comparable facility.
 3. Off-street parking shall be provided in accordance with Section 30-7.6, Schedule of Required Minimum and Maximum Off-Street Parking Space.
- h. *Review Requirements.* The review of residential development proposals for residential development within the MF Overlay zone shall be limited to findings for approval contained in Section 30-37.5, Design Review. No other discretionary action shall be required, unless the applicant requests a variance from the requirements of the MF Overlay or Alameda Municipal Code, consistent with Government Code Section 65583.2(i). Findings for approval, conditional approval or denial of a residential use based on design review or application for a variance shall be consistent with Government Code Section 65589.5.
- i. *Open Space Requirements.* On site open space shall be provided in accordance with the requirements of the applicable underlying zoning district.
- j. *Setback Requirements.* Setbacks from property lines shall be provided in accordance with the requirements of the applicable underlying zoning district.
- k. *Affordable Housing Requirements.*
1. All residential projects shall provide affordable housing pursuant to Alameda Municipal Code 30-16, Affordable Housing.
 2. Projects that qualify for a residential density bonus pursuant to Section 30-17, Affordable Housing Density Bonus and Government Code § 65915 shall be entitled to:
 - (a) Up to a thirty-five (35%) percent increase in maximum allowable density described in provision e of this section;
 - (b) A maximum height of four (4) stories but not more than forty-five (45') feet;
 - (c) Waivers, parking reductions, incentives and concessions as described in Section 30-17
 3. Projects in which at least fifty (50%) percent of units are deed restricted for fifty-five (55) years to very-low and low income households, with at least half of these restricted to very-low income households shall be entitled to:
 - (a) A sixty (60%) percent increase in maximum allowable density described in provision e of this section;
 - (b) A maximum height of five (5) stories or not more than sixty (60') feet;
 - (c) A requirement of no more than seventy-five (75') feet of open space per unit;
 - (d) A requirement of no more than one (1) parking space per affordable residential unit;
 - (e) Waivers, parking reductions, incentives and concessions as described in Section 30-17
 - (f) Projects in which one hundred (100%) percent of units are deed restricted for fifty-five (55) years to very-low and low income households shall also be exempt from subsection g.1. of this section.

(Ord. No. 3054 N.S., § 6, 7-17-2012)

NOTICE OF INTENTION TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Alameda for the purpose of amending the zoning of the surplus federal property adjacent to Crab Cove, from Residential (R-4-PD-MF) (Neighborhood Residential, Planned Development Overlay, Multi-Family Overlay) to Open Space (O) and for the purpose of amending the City of Alameda's General Plan Map, General Plan Housing Element 2007 – 2014, Zoning Plan, and Zoning Map.

The approximately 3.899 acre L-shaped parcel is improved with two 1940-era buildings containing approximately 25,232 gross square feet and an area previously used for vehicle parking. The parcel is a portion of Alameda County Assessor's parcel number 074-1305-026. It is located on the Northwest side of McKay Avenue across from Crab Cove at Robert W. Crown Memorial State Beach.

In September of 2008, the Alameda City Council endorsed Measure WW, which authorized funds for the acquisition of the surplus federal property adjacent to Crab Cove for the purpose of expanding Crown Beach. More than 70% of Alameda voters approved Measure WW in the November 2008 general election. To implement the will of the voters, the surplus federal property adjacent to Crab Cove needs to be zoned Open Space (O). Instead of doing this, however, in July of 2012 the Alameda City Council rezoned the property for residential development (R-4-PD-MF).

This initiative petition provides Alameda with a unique opportunity to expand the recreational and natural resources of Crown Beach next to Crab Cove. This measure reaffirms the expressed will of the voters who voted for the expansion of Crown Beach.

This initiative is to be submitted directly to the voters.

/s/_____
Douglas L. Siden - Proponent
3408 Brithorn Lane
Alameda, CA 94502

/s/_____
Wai-Kuan Woo - Proponent
1031 Rosewood Way
Alameda, CA 94501

/s/_____
Karin Lucas - Proponent
2254 Encinal Avenue
Alameda, CA 94501

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

Initiative Measure to Amend City of Alameda General Plan including the 2007-2014 Housing Element and the Zoning Ordinance to Classify Approximately 3.899 acres of Land adjacent to McKay Avenue as Open Space

This initiative measure if approved by a majority of those voting would amend the Alameda City General Plan and General Plan Map such that the land use designation of a 3.899 portion of Alameda County Assessor's Parcel number 74-1305-026 would be changed from Medium Density Residential to Parks and Public Open Space. The measure would also amend the City's adopted 2007 – 2014 Housing Element, which is part of the Alameda City General Plan, to remove the identified portion of the parcel from the list of "Sites to Rezone" and "Land Availability." The measure would amend the Zoning Map and Alameda City Zoning Ordinance such that the zoning classification of the identified portion of the parcel would be changed from R-4 Neighborhood Residential District, Planned Development/with Multi-Family Overlay to Open Space. The measure would also make other technical revisions and deletions to the City General Plan including the Housing Element and the Zoning Ordinance which are related to the foregoing modifications. If approved by the voters, the measure could not be amended or repealed by the City Council; it could be amended or repealed only by a majority of the voters voting in an election thereon.

VOTER: Please sign Petition one time ONLY.

NOTICE TO THE PUBLIC THIS PETITION MAY BE CIRCULATED BY A PAID SIGNATURE GATHERER OR A VOLUNTEER. YOU HAVE THE RIGHT TO ASK.

All signers of this petition must be registered to vote in the City of Alameda, California.

Use Pen Only – PLEASE PRINT ALL INFORMATION EXCEPT SIGNATURE

Official Use Only

51	<div>Print Name</div> <div>Residence Address ONLY</div> <div>Sign As Registered To Vote</div> <div>City Zip Code</div>	
52	<div>Print Name</div> <div>Residence Address ONLY</div> <div>Sign As Registered To Vote</div> <div>City Zip Code</div>	

DECLARATION OF CIRCULATOR

(To Be Completed In Circulator's Own Handwriting After Above Signatures Have Been Obtained.)

I, _____, am 18 years of age or older.
(Print full name of Circulator, including middle name or initial)

I reside at the following address: _____
(Residence address, City, State, ZIP)

I circulated this section of the petition and witnessed each of the appended signatures being written. Each signature on this petition is, to the best of my information and belief, the genuine signature of the person whose name it purports to be. All signatures on this document were obtained between the dates of _____ and _____.
(Month, Day, Year) (Month, Day, Year)

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

Executed on _____ at _____, California _____
(Date of signing) (Place of signing) (Signature of Circulator, including middle name or initial)

Effective: January 1, 2001

West's Annotated California Codes Currentness

Elections Code (Refs & Annos)

Division 9. Measures Submitted to the Voters (Refs & Annos)

▣ Chapter 3. Municipal Elections (Refs & Annos)

▣ Article 1. Initiative (Refs & Annos)

→→ § 9212. Report from city agencies on effect of proposed initiative measure

(a) During the circulation of the petition, or before taking either action described in subdivisions (a) and (b) of Section 9214, or Section 9215, the legislative body may refer the proposed initiative measure to any city agency or agencies for a report on any or all of the following:

(1) Its fiscal impact.

(2) Its effect on the internal consistency of the city's general and specific plans, including the housing element, the consistency between planning and zoning, and the limitations on city actions under Section 65008 of the Government Code and Chapters 4.2 (commencing with Section 65913) and 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

(3) Its effect on the use of land, the impact on the availability and location of housing, and the ability of the city to meet its regional housing needs.

(4) Its impact on funding for infrastructure of all types, including, but not limited to, transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely to result in increased infrastructure costs or savings, including the costs of infrastructure maintenance, to current residents and businesses.

(5) Its impact on the community's ability to attract and retain business and employment.

(6) Its impact on the uses of vacant parcels of land.

(7) Its impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.

(8) Any other matters the legislative body requests to be in the report.

(b) The report shall be presented to the legislative body within the time prescribed by the legislative body, but no later than 30 days after the elections official certifies to the legislative body the sufficiency of the petition.

The U.S. General Services Administration invites you to bid
on this valuable property!

NEPTUNE POINTE

IFB Number: SFRAN911160401

This Prime Lot located in the City of Alameda, California is just steps from the San Francisco Bay and contains approximately 3.899 acres of developable land.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at RealEstateSales.gov.

Auction Summary

Sale Type: **Online Auction**

Start Date: **June 1, 2011**

End Date: **Based on Bidding**

Starting Bid: **\$ 1,000,000**

Registration Deposit: **\$ 50,000**

Bid Increment: **\$ 50,000**

For sales information contact:

Charlene Larson
415-522-3438
e-mail: charlene.larson@gsa.gov

or

Tom Doszkocs
619-557-5029
e-mail: tom.doszkocs@gsa.gov

Online Auction:

RealEstateSales.gov
Register and submit your bid

Online Auction Assistance:

Gina Arias-Arrieta
415-522-3431
e-mail: gina.arias-arrieta@gsa.gov

Send Bid Form and Registration Deposit to:

U.S. General Services Administration (9PZ)
Real Property Utilization and Disposal
450 Golden Gate Ave., 4th Floor East
San Francisco, CA 94102-3434
Attn: Charlene Larson

Neptune Pointe Web Site:

<https://FedRealEstate.gov/NeptunePointe>

Property Disposal Web Site:

<https://propertydisposal.gsa.gov>
Click on California to view and download
Property Sales information

Inspection Opportunities:

The Property will be open for inspection on the dates listed below from 10:00 am to 2:00 pm.

Wednesday, April 13, 2011
Tuesday, April 19, 2011
Thursday, May 5, 2011
Monday, May 16, 2011

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

Neptune Pointe is located on a portion of Assessor's Parcel Number 074-1305-026 in the City of Alameda, California. The sale parcel is physically located along McKay Avenue, west of Crown Memorial State Beach and Crab Cove. To the north and west of the property there are various types of residential developments and the United States Department of Agriculture occupies the Alameda Federal Center to the north.

2. SALE PARCEL DESCRIPTION

The sale parcel contains approximately 3.899 acres and is a rectangular L-shaped parcel (see Exhibit A) and is improved with two 1940-era buildings (Buildings 3 and 7) containing approximately 25,232 +/- gross square feet (the "Property"). The majority of the remaining area was used previously for vehicle parking by the Alameda Federal Center.

Legal access to the Property is from McKay Avenue, which is under the primary control of the East Bay Regional Park District (the "Park District").

3. DRIVING DIRECTIONS

From San Francisco take I-80 eastbound then take I-880 south toward Alameda/Downtown Oakland. Exit Broadway/Alameda, make a right onto 5th Street and follow signs to Alameda and the Webster Street tube (CA-260). Once out of the tube continue on Webster Street and turn right onto Central Avenue then left at McKay Avenue.

From I-880 northbound toward Oakland exit Broadway/Downtown toward Jack London Square. Turn left on Broadway and follow signs to Alameda. Take a left at the Webster Street tube (CA-260). Once out of the tube continue on Webster Street and turn right onto Central Avenue then left at McKay Avenue.

4. LEGAL DESCRIPTION AND PLAT MAP

Legal Description and plat map can be found in Exhibit "A" beginning on Page 19.

5. ASSESSOR'S PARCEL NO.:

APN: Portion of 074-1305-026
County of Alameda, California

6. PEDESTRIAN TRAIL EASEMENT

The Government has granted an easement over a triangular 152+/- square foot parcel located in the southwestern corner of the Property. See "Detail A" on Plat Map in Exhibit A for the location of the easement for the Bay Trail to the Park District.

7. UTILITIES & SERVICE PROVIDERS

The Property was previously served by utilities (electricity, water for domestic and fire protection, sanitary sewer, and communications) and associated infrastructure that cross both the Property and the retained northern GSA parcel.

GSA has cut and capped the utility distribution lines providing service to the Property, with the exception of temporary water and electricity needed for fire protection of Buildings 3 and 7, until such time as title to the Property transfers to the Purchaser. At the time of conveyance, the Purchaser will acquire any remaining utility infrastructure contained within the perimeter of the parcel in its "as is" condition.

Information on existing utility lines and equipment on the Property is limited (e.g. old surveys, as-builts etc.) and will be made available to interested Bidders. The Purchaser shall be solely responsible for determining existing configurations and new infrastructure needs.

Procurement of any and all utility services to the Property shall be the sole responsibility of the Purchaser as of the date of conveyance. GSA will not provide utility connections to active lines serving the retained northern GSA parcel.

Bidders are encouraged to coordinate with existing utility providers, City of Alameda, and the Park District, which controls utility lines located in McKay Avenue, in order to identify the requirements necessary to secure utility service to the Property following conveyance.

Gas

Pacific Gas and Electric
800-743-5000

Electric

Alameda Municipal Power
510-748-3900

Solid Waste

Alameda County Industries
510-483-1400

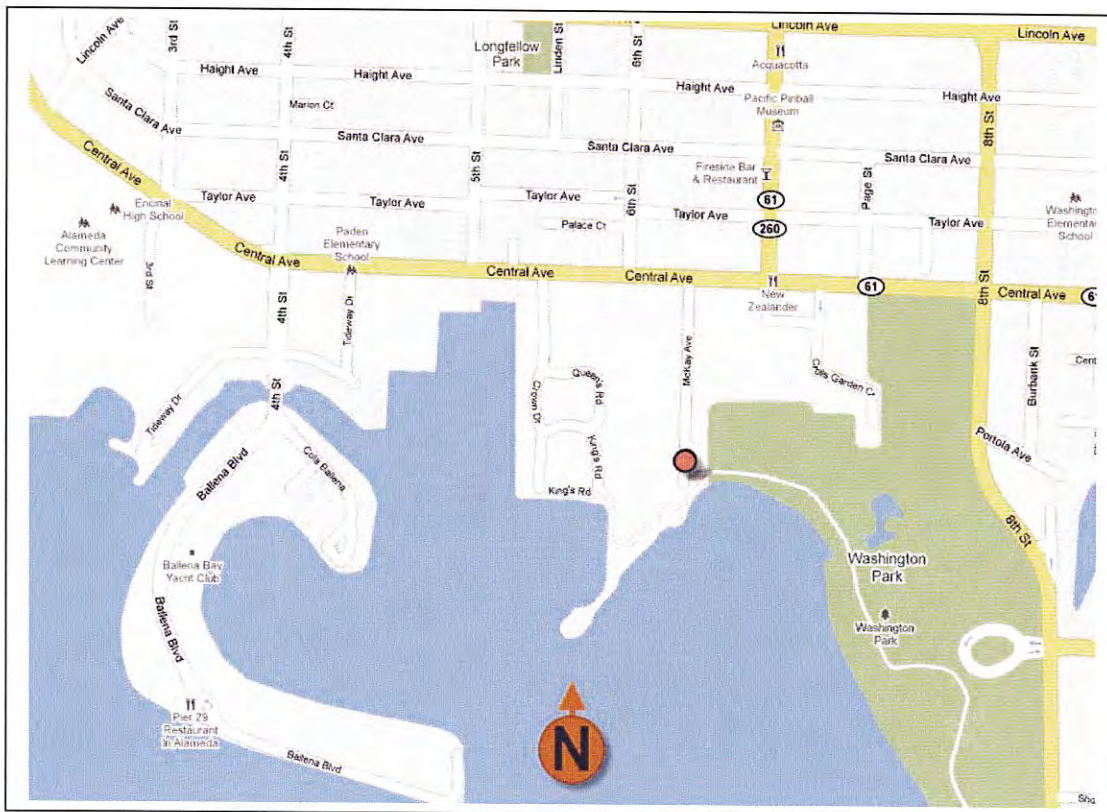
Water, Sewer and Storm Drain

East Bay Municipal Utility District
866-403-2683

Telephone

AT&T
800-225-5288

Location Map
Neptune Pointe
McKay Avenue
Alameda, California



GENERAL TERMS OF SALE

1. DEFINITIONS

INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notice and Covenants; Bidder Registration and Bid Form for Purchase of Government Property; and Exhibit A. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

PROXY BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computers have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA Real Property Utilization and Disposal (9PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

Inspection Opportunities:

The Property will be open for inspection on the dates listed below from 10:00 am to 2:00 pm.

Wednesday, April 13, 2011
Tuesday, April 19, 2011
Thursday, May 5, 2011
Monday, May 16, 2011

Additional site inspections will be conducted on an as needed appointment only basis.

No one will be allowed access to the Property without the presence of a U.S. General Services Administration employee or designee.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale "**AS IS**" AND "**WHERE IS**" without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government has made no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality, and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt, or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

6. ZONING

The Property is subject to the jurisdiction of the City of Alameda. The Property is zoned A-P-G (Administrative Professional Governmental). Verification of the present zoning and determination of permitted uses, along with

compliance of the Property for any proposed future use shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information, please contact:
City of Alameda Planning and Building
Department
510-747-6800

7. RISK OF LOSS

As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may

avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, the Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public

roads, railroads, and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government or to the Escrow Holder the balance of the purchase price in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation that

Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$200.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to

GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration (9PZ)
Real Property Utilization and Disposal
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102
Attn: Charlene Larson

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its

general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

19. ANTITRUST LAWS

The contract made by the acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

Neptune Pointe
Building 7



INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on June 1, 2011 at 11:00 am. (Central Time)

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. STARTING BID

The starting bid is \$1,000,000. The starting bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a. Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A username and Password are used to register online and to place bids. The required password must be between six and fifteen characters.

You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten username or password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not**

automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of \$50,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration (9PZ)

Real Property Utilization and Disposal
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: Charlene Larson

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at 415-436-7402.

c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

a. Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated,

displayed, or otherwise stated or represented by a registered bidder.

c. Bids must be submitted without contingencies.

d. Bidders that are currently in default status on GSAAuctions, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions Terms and Conditions.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at 415-522-3431 or 415-522-3438. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. INCREASING YOUR BID ONLINE – PROXY BIDDING

RealEstateSales.gov allows you to place flat and proxy bids. A flat bid is the minimum bid you can place online. Flat bids are usually the starting price of the auction or the current winning bid plus the bid increment. A proxy bid is an amount you are currently willing to bid for a property that is higher than the stated Bid Increment. With your proxy bid, RealEstateSales.gov incrementally bids on your behalf to keep you the current winner of the auction until your proxy is reached. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your proxy bid

amount if you want to continue bidding. Your proxy bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two proxy bids compete, the greater of the two always wins. If the greater proxy limit does not exceed the lesser proxy limit by the full stated Bid Increment, then the greater proxy limit bid is placed. You may increase or decrease your proxy bid limit at any time. You cannot decrease your proxy bid below the current bid. If you are currently the winner in an auction, increasing your proxy bid will not increase your current bid until challenged by another bid.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:

- a. Receipt of a garbled or incomplete bid.
- b. Availability or condition of the sending or receiving electronic equipment.
- c. Incompatibility between the sending and receiving equipment and software.
- d. Malfunctioning of any network, computer hardware or software.
- e. Delay in transmission or receipt of a bid.
- f. Failure of bidder to properly identify the bid.
- g. Security of bid data.

h. Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.

i. Unavailability of GSA personnel.

If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at 415-522-3431 or 415-522-3438 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) on the same terms. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such acceptance.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

13. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

14. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after

acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to

the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.



NOTICES AND COVENANTS

A portion of the Property was formerly used as a motor pool facility (Building 4) for vehicle maintenance and repair prior to being demolished in 2007. The sale parcel has been impacted by two areas with known historical recognized environmental conditions:

- 1) previously leaking underground storage tanks north of the former location of Building 4;
- 2) a pneumatic lift and associated pump previously located within Building 4.

Based on soil and groundwater sampling analysis results provided to the Alameda County Environmental Health Department (the local authority delegated oversight from the State of California), the County determined the case closed with regard to environmental condition No. 1 above on August 15, 2003. Environmental condition No. 2 received closure on June 24, 2009.

The County has concluded that residual levels of contamination remaining at the Property (see Hazardous Substance Notification below) do not pose a significant threat to water resources, public health and safety, and the environment, and that no further investigation or cleanup is necessary.

The reports listed below document the information regarding hazardous materials identified on the Property.

- Phase I Environmental Site Assessment Report, Alameda Service Center, Kleinfelder, November 14, 2002
- Site Characterization Report Building 4 – Hydraulic Lift, Alameda Federal Center, Jonas & Associates Inc., April 2, 2003
- Fuel Leak Site Case Closure, Alameda Federal Center, 620 Central Avenue, Case No. RO 0000048, Alameda County Environmental Health Services, dated August 15, 2003

- Phase I Update Environmental Assessment, Alameda Federal Center, 620 Central Avenue, Alameda, California, Jonas & Associates Inc., September 22, 2005
- Site Characterization Report, Alameda Federal Center, Building 4, Jonas & Associates Inc., February 5, 2008; Report from APSI dated January 2008
- Case Closure Summary, Jonas & Associates Inc., dated September 26, 2008
- No Further Action letter, SLIC Case RO 0002903, Alameda Federal Center, Former Motor Pool Building 4, Alameda County Environmental Health Services, June 24, 2009
- Phase I Environmental Site Assessment, Alameda Federal Center Haley & Aldrich, June 15, 2010

Due Diligence Material:

Environmental documents and other due diligence material are available for download at: <https://FedRealEstate.gov/NeptunePointe> or by contacting charlene.larson@gsa.gov or tom.doszkocs@gsa.gov.

As a result of the studies listed above and the response to same issued by the pertinent regulator, the following Notices and Covenants will be inserted in the quitclaim deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

A. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that the following hazardous substances that environmental investigations have revealed to be present in the soil and groundwater on the Property:

Total Petroleum Hydrocarbons quantified as diesel (TPHd) remains in soil up to 6,000 milligrams per kilogram (mg/kg);

Total Petroleum Hydrocarbons as hydraulic oil in soil at concentrations of up to 190 parts per million (ppm);

Residual metals pollution in soil at concentrations up to 2.9 ppm arsenic, 28 ppm chromium and 25 ppm vanadium;

Oil & Grease in soil at 6,300 mg/kg;

Benzene in soil at 0.0062mg/kg;

Low concentrations of other TPH products in soil;

Residual dissolved metals pollution remains in groundwater at concentrations of up to 6.8 parts per billion (ppb) lead and 30 ppb vanadium;

TPHd in groundwater at 720 micrograms per liter (µg/l);

Methyl tert butyl ether (MTBE) in groundwater at 7.1µg/l; and Other low concentrations of TPH and halogenated compounds in groundwater

Although precise numbers of the amounts of these substances which were stored, treated or disposed on the Property cannot be detailed accurately, environmental studies of the Property have revealed the presence of these hazardous substances and the buyer is therefore put on notice as to their existence and the current levels in the soil and groundwater.

B. CERCLA COVENANT. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in

interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of

America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. NOTICE OF PRESENCE OF LEAD-BASED PAINT

The Purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the Property to a residential dwelling.

3. ASBESTOS CONTAINING MATERIALS

(a) Bidders are warned that the Property contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both

OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(b) Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition, and any hazardous or environmental conditions relating thereto. The Government will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.

(c) No warranties either express or implied are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(d) The description of the Property set forth in this IFB and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

(e) The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, licensees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to

contact of any kind whatsoever with asbestos on the Property which is the subject of this sale, whether the Grantee, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

(f) The Grantee further agrees that in its use and occupancy of the Property it will comply with all Federal, state, and local laws relating to asbestos.

4. PRESENCE OF MOLD

The Grantee is notified that various forms of mold exist in Building 3 and may be present in Building 7 on the Property. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The Federal and State Government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information provided to the grantee with respect to the Property is based on the best information available to the General Services Administration and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or

any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

5. CONDITION OF EXISTING BUILDINGS

Building 3 is in an unsafe condition; therefore, access to this building is prohibited. Building 7 is accessible. Interested bidders will be required to sign a waiver prior to accessing Building 7.

6. NAVIGABLE AIRSPACE

Based upon coordination between the General Services Administration and the Federal Aviation Administration (the "FAA") as recommended in House Report Number 95-1053 entitled "FAA Determination of 'No Hazard' for Structures Near Airports," it has been determined that a public airport is located within six nautical miles of the Property. To the extent required by law, the Grantee, its successors and assigns must comply with Title 14, Code of Federal Regulations, Part 77, "Objects Affecting Navigable Airspace," of the Federal Aviation Act of 1958, as amended. This restriction shall run with the Property.



Neptune Pointe
Building 3

EXHIBIT "A" – LEGAL DESCRIPTION

Legal Description – Quitclaim Parcel

All that real property in the County of Alameda, State of California, being a portion of Parcel 1, as said parcel is described in the Final Judgment of the Declaration of Taking done June 5, 1944, and recorded September 18, 1944 at Page 384, Book 4595, Official Records of Alameda County, said Parcel 1 also being a portion of the Salt Marsh and Tide Lands shown on the map prepared by the order of the Board of Tideland Commissioners of San Francisco Bay, approved November 27, 1871, and filed in the Office of the Department of Finance, State Lands Commission, (formerly the office of the Surveyor General), entitled "Map No. 2 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", and also as indicated on the map filed in the office of the Department of Finance, State Lands Commission, entitled "Sale Map No. 10 of Salt Marsh and Tide Lands situate in the County of Alameda, State of California", comprised of a portion of Tidelands Lot 23 in Section 11, in Township 2 South, Range 4 West, M.D.M., and particularly described as follows:

Beginning at the southwest corner of Parcel 2, commonly known as McKay Avenue, as said Parcel 2 is described in the Corrected Quitclaim Deed to the State of California recorded May 20, 1969 on Reel 2405, Image 896, Alameda County Official Records, and delineated on Record of Survey No. 409, which was prepared at the request of the State of California and filed June 19, 1970 in Book 8 of Records of Survey, at Pages 15 and 16, Alameda County Recorder's Office. Said point of beginning being at the intersection of the following 2 courses and distances as shown on the said Parcel 2 described in the Corrected Quitclaim Deed and said Record of Survey No. 409: North 87°09'47" West, 60.00 feet and North 02°50'13" East 822.72 feet.

Thence from said point of beginning and leaving the said southwestern corner of Parcel 2 North 87°09'47" West, 220.41 feet along the boundary of Parcel 1, as described in the said Corrected Quitclaim Deed and delineated on said Record of Survey No. 409. Thence continuing along the boundary of said Parcel 1 the following 2 courses and distances: South 02°49'16" West 132.88 feet, and North 88°57'49" West 188.29 feet to a point on the easterly boundary of the Amended Map of Tract 3883, filed for record on January 30, 1980 in Book 115 of Maps at Pages 68 through 78. Thence leaving the boundary of said Parcel 1 northerly along the easterly boundary of said tract, North 01°03'08" East 483.22 feet. Thence leaving the easterly boundary of said tract South 87°09'52" East 423.62 feet along a wrought iron fence to the westerly boundary of said Parcel 2, commonly known as McKay Avenue. Thence southerly along the westerly boundary of said Parcel 2 South 02°50'13" West 344.20 feet to the point of beginning.

Containing 169,827 square feet of land (3.899 acres), more or less.

The bearings shown hereon are based on said Record of Survey No. 409. The distances shown hereon are on the California State Plane Coordinate System, Zone III. Multiply the distances shown by 1.0000708 to obtain ground-level distances.



Legal Description – Easement Parcel

All that real property in the County of Alameda, State of California, being a portion of Parcel 1, as said parcel is described in the Final Judgment of the Declaration of Taking done June 5, 1944, and recorded September 18, 1944 at Page 384, Book 4595, Official Records of Alameda County, said Parcel 1 also being a portion of the Salt Marsh and Tide Lands shown on the map prepared by the order of the Board of Tideland Commissioners of San Francisco Bay, approved November 27, 1871, and filed in the Office of the Department of Finance, State Lands Commission, (formerly the office of the Surveyor General), entitled "Map No. 2 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", and also as indicated on the map filed in the office of the Department of Finance, State Lands Commission, entitled "Sale Map No. 10 of Salt Marsh and Tide Lands situate in the County of Alameda, State of California", comprised of a portion of Tidelands Lot 23 in Section 11, in Township 2 South, Range 4 West, M.D.M., and particularly described as follows:

Commencing at the southwest corner of Parcel 2, commonly known as McKay Avenue, as said Parcel 2 is described in the Corrected Quitclaim Deed to the State of California recorded May 20, 1969 on Reel 2405, Image 896, Alameda County Official Records, and delineated on Record of Survey No. 409, which was prepared at the request of the State of California and filed June 19, 1970 in Book 8 of Records of Survey, at Pages 15 and 16, Alameda County Recorder's Office. Said point of commencement being at the intersection of the following 2 courses and distances as shown on the said Parcel 2 described in the Corrected Quitclaim Deed and said Record of Survey No. 409: North 87°09'47" West, 60.00 feet and North 02°50'13" East 822.72 feet.

Thence from said point of commencement and leaving the said southwestern corner of Parcel 2 North 87°09'47" West, 220.41 feet along the boundary of Parcel 1, as described in the said Corrected Quitclaim Deed and delineated on said Record of Survey No. 409. Thence continuing along the boundary of said Parcel 1 the following 2 courses and distances: South 02°49'16" West 132.88 feet, and North 88°57'49" West 188.29 feet to the true point of beginning. Said true point of beginning being a point on the easterly boundary of the Amended Map of Tract 3883, filed for record on January 30, 1980 in Book 115 of Maps at Pages 68 through 78. Thence leaving the true point of beginning and the boundary of said Parcel 1 northerly along the easterly boundary of said tract, North 01°03'08" East 13.28 feet. Thence leaving the easterly boundary of said tract South 58°47'29" East 26.42 feet to a point on the boundary of said Parcel 1. Thence westerly along the boundary of said Parcel 1 North 88°57'49" West 22.84 feet to the true point of beginning.

Containing 152 square feet of land, more or less.

The bearings shown hereon are based on said Record of Survey No. 409. The distances shown hereon are on the California State Plane Coordinate System, Zone III. Multiply the distances shown by 1.0000708 to obtain ground-level distances.



PARCEL 1 REEL 2405, IMAGE 896

0 50 100 200

SCALE: 1 INCH = 100 FEET



USA PARCEL

TRACT 3883 (115 MAPS 68)

S87°09'52"E - 423.62'

N01°03'08"E - 483.22'

S02°50'13"W - 344.20'

PARCEL 2 (MCKAY AVE.) REEL 2405, IMAGE 896

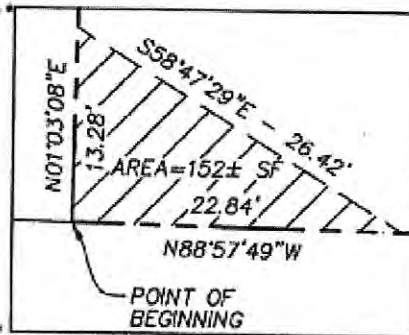
N87°09'47"W - 220.41'

POINT OF COMMENCEMENT

SEE DETAIL "A"

S02°49'16"W
132.88'

N88°57'49"W - 188.29'



DETAIL "A" - EASEMENT AREA

JES ENGINEERING, INC.
CIVIL ENGINEERING & LAND SURVEYING
1395 WILLOW WAY, SUITE 100
CONCORD, CA 94520
(925)674-1151
(925)674-1314 FAX

PLAT TO ACCOMPANY
LEGAL DESCRIPTION

ALAMEDA FEDERAL CENTER, EASEMENT PARCEL
CITY OF ALAMEDA, COUNTY OF ALAMEDA, CALIF

SCALE:	1" = 100'
DATE:	04/16/09
DRAWN BY:	DMG
SHEET	1 OF 1
JOB NO.	08-120

**BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF
GOVERNMENT REAL PROPERTY**

Neptune Pointe
620 Central Avenue, Alameda, CA 94501
IFB Number: SFRAN911160401
REGISTRATION DEPOSIT: \$50,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____
E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 12, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ A trustee, acting for _____
☐ Other _____

Registration Deposit (check one):

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)
☐ By Credit Card: _____ Exp: ____/____ CSC _____
☐ Visa ☐ MasterCard
☐ Discover ☐ American Express
Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bid (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within ninety (90) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. SFRAN911160401 including the Property Description, General Terms of Sale, Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Exhibit A, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that the bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to only register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (9PZ)
Attn: Charlene Larson
450 Golden Gate Avenue, 4th Flr East
San Francisco, CA 94102-3434

FAX: 415-436-7402 (if deposit by credit card)
Phone: 415-522-3438

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Property
see Page 12, Paragraph 13, Bid Executed On Behalf Of Bidder, for instructions)

**Neptune Pointe
Alameda, CA 94501**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then
_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is
within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

NOTES



GSA Pacific Rim Region

ADDENDUM NO. 1

INVITATION FOR BIDS SFRAN911160401

"NEPTUNE POINTE" ALAMEDA COUNTY, CALIFORNIA

This Addendum provides the Purchaser with the option to close the transaction over a one hundred twenty days or twelve month period.

General Terms of Sale, Section 15, "Tender of Payment and Delivery of Instrument of Conveyance," Page 7.

This Section is deleted in its entirety and replaced with the following:

The closing date with an ALL-CASH sale is one hundred twenty (120) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the one hundred twenty (120) calendar-day period.

Purchaser may elect a TIMED-CLOSING option. Under this option Purchaser must close the transaction no later than twelve (12) months after bid acceptance and upon making quarterly payments of principal and interest, in accordance with Instructions To Bidders: Section 3, "Bids and Terms of Sale", and Section 16, "Bid Deposit and Transaction Closing". Under the TIMED-CLOSING option, a Revocable License for Non-federal Use of Real Property ("License") shall be executed by the Government and the Purchaser following bid acceptance. The License will provide the Purchaser with access to the Property for the purpose of conducting site investigation and demolition activity subject to terms and conditions acceptable to the Federal Government.

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

U.S. General Services Administration
450 Golden Gate Avenue
San Francisco, CA 94102-3434
www.gsa.gov

On the closing date, the Purchaser shall tender to the Government or to the Escrow Holder the balance of the purchase price in the form of a cashier's check, certified check, or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing under the ALL-CASH option, and upon execution of the License under the TIMED-CLOSING option. The Government reserves the right to extend the closing date for a reasonable amount of time.

Instructions To Bidders, Section 3, "Bids and Terms of Sale," Page 9.

This Section is deleted in its entirety and replaced with the following:

Bids to purchase may be ALL-CASH, wherein the Purchaser shall arrange their own financing and pay the balance in full by the closing date; or with the TIMED-CLOSING option, the Purchaser shall make four (4) equal quarterly payments, plus interest accrued on the unpaid balance at the rate of 5% compounded annually. Accrued interest shall be paid with each quarterly payment.

Upon notification of bid acceptance and within ten (10) business days, the Purchaser must choose the ALL-CASH or TIMED-CLOSING option and provide the required additional funds to increase the Registration deposit (See Instructions To Bidders, Section 16 below); once selected, the Purchaser cannot change the agreed upon closing option.

In the event the Purchaser selects the TIMED-CLOSING option, the Purchaser shall procure and maintain insurance, at Purchaser's expense, during the one-year term commencing as of the date of the License.

Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies shall be written in the name of the bidder, but shall name United States General Services Administration, as loss payee for the real and personal property.

Insurance required by the Government shall be from companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of issuance of the License and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.

Information concerning insurance requirements will be furnished by the Office of Real Property Utilization and Disposal.

Instructions To Bidders, Section 16, "Additional Bid Deposit and Transaction Closing," Page 13.


This Section is deleted in its entirety and replaced with the following:

With an ALL-CASH sale, within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

With a TIMED-CLOSING, the Purchaser agrees to deposit an additional amount, if required, within ten (10) business days of acceptance of a bid by the Government, which when added to the Registration Deposit, will equal at least twenty percent (20%) of the amount bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit. Within ten (10) calendar days of the Government's receipt of the increased Registration Deposit, the Government and the Purchaser shall execute a License.

Upon acceptance of a bid, the Registration deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within one hundred twenty (120) calendar days after acceptance of a bid for an ALL-CASH sale, or within twelve (12) months after acceptance of the TIMED-CLOSING. There is no penalty for pre-payment under the TIMED-CLOSING and the interest due will be pro-rated accordingly. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

Except as provided herein, all terms and conditions of Invitation for Bids SFRAN911160401, "NEPTUNE POINTE", remains unchanged.


CLARK VAN EPPS
Director, Property Utilization and Disposal
Public Buildings Service


DATE



GSA Pacific Rim Region

OCT 18 2011

Mr. Jay Timothy Lewis
STL Company LLC
3300 Douglas Blvd, Bldg 400, Ste 450
Roseville, CA 95661

Re: Neptune Pointe, Alameda, CA
GSA Control No. 9-I-CA-1604

Dear Mr. Lewis:

This confirms our verbal agreement of October 14, 2011 on a price of \$3,075,000 for the Neptune Pointe property. Additionally, sale closing will occur no later than 18 months from the date of the letter with no interest paid.

As referenced in our Invitation for Bids No. SFRAN911160401 you are required to submit a bid deposit which will equal at least ten percent (10%) of \$3,075,000 within 10 business days of acceptance by the Government. We have applied your deposit of \$50,000 to the 10% deposit leaving \$257,500 due within 10 days from the date of this letter.

The table below outlines the terms as agreed to as part of the payment schedule in your August 23, 2011 offer. The deposit and subsequent payments are based on the date of this letter and your bid of \$3,075,000.

Terms	Balance Owed	Remaining Balance
10 % at 10 Days	\$257,500 (\$50,000 on deposit)	\$2,767,500
10% at 180 Days	\$307,500	\$2,460,000
20% at 365 Days	\$615,000	\$1,845,000
60% at Closing	\$1,845,000	

As agreed, we have enclosed two copies of the Revocable License for Non-Federal Use of Real Property which gives you access to Neptune Pointe for soil sampling from October 18, 2011 to November 1, 2011. Please have the section title "Licensee" completed and return both copies to our office. We will then sign and forward one of the originals for your records.

U.S. General Services Administration
450 Golden Gate Avenue
San Francisco, CA 94102-3434
www.gsa.gov

Re: Neptune Pointe, Alameda, CA
GSA Control No. 9-I-CA-1604

An additional License will be forwarded to you giving you authority to demolish buildings 3 and 7 on the Neptune Pointe property.

Should you have any questions please contact Charlene Larson at 415-522-3438 or via email at charlene.larson@gsa.gov.

Sincerely,

A handwritten signature in black ink that reads "Clark Van Epps". The signature is written in a cursive, flowing style.

CLARK VAN EPPS
Director
Office of Real Property Utilization & Disposal

Enclosure

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. LICENSE NO.

9-G-CA-1604 (License)

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all of the conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE

STL Company LLC

3. ADDRESS

3300 Douglas Blvd, Bldg 400, Ste 450
Roseville, CA 95661

4. PROJECT DESIGNATION AND ADDRESS

Neptune Pointe Soil sampling, Portion of APN 074-1305-026 off McKay
Ave, Alameda, CA - Known as the Alameda Federal Center

5. MAXIMUM PERIOD COVERED

FROM

10/18/2011

TO

11/01/2011

6. CONSIDERATION (\$)

N/A

7. DESCRIPTION OF PROPERTY AFFECTED

(As shown on Exhibit **B**

, attached hereto and made a part hereof.)

See attached Legal Description for the Neptune Pointe property.

8. PURPOSE OF LICENSE

Access to Neptune Pointe to perform Soil Sampling.

9. By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:**I. SPECIAL CONDITIONS**

Attached hereto and incorporated herein by reference is Supplement to the Revocable License, Exhibit A.

Proposal for Preliminary Geotechnical Report dated October 13, 2011 from ENGEO to Mr. James Meek, Exhibit C.

Location of testing, Exhibit D.

That condition(s) No.(s)

was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR	LICENSEE
DATED (Month, day, year)	ACCEPTED (Month, day, year)
BY (Signature)	BY (Signature)
NAME	NAME
TITLE	TITLE

If License is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I certify that I was a Secretary of the corporation named as licensee herein; that the person who signed said license on behalf of the licensee was with said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE SEAL)

NAME OF CERTIFIER

TITLE OF CERTIFIER

NAME OF LICENSE SIGNER

TITLE OF LICENSE SIGNER

SIGNATURE OF CERTIFIER

GENERAL SERVICES ADMINISTRATION
PREVIOUS EDITION IS NOT USABLE

(See reverse)

GSA FORM 1582 (REV. 7/2002)

11. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The license shall not place or construct upon, over or under the property and installation or structure of any kind or character, except such as are specifically authorized herein.

c. **LAWS AND ORDINANCES.** In the exercise of any privilege granted by this license, licensee shall comply with all applicable State, municipal and local laws, and the rules, orders, regulations and requirements of Federal governmental departments and bureaus.

d. **SANITARY CONDITIONS.** If this license gives possession of United States property, the license shall at all times keep the premises in a sanitary condition satisfactory to GSA.

e. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the license promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

f. **INDEMNIFICATION.** The licensee shall indemnify and save harmless the United States, its agents, and employees against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the licensee of the privilege granted by this license, or any other act or omission of license, including failure to comply with the obligations of said license.

g. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

h. **OPERATION.** The licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

i. **NOTICE.** Any property of the license installed or located on the property affected by the license shall be removed upon 30 days' written notice from GSA.

j. **GUARANTEE DEPOSIT.** Any deposit which may be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

k. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the licensee.

m. **FUTURE REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

n. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

o. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellations revocation of the license.

Supplement to Revocable License for Non-Federal Use of Real Property
Exhibit A

1. **Right of Entry; Authorized Work.** Subject to the conditions, stipulations and provisions set forth herein, Government hereby grants non-exclusive permission to Licensee and/or its agents and contractors to enter upon the Property during the term of this License ("Term") at Licensee's own risk and its sole cost to conduct Soil Sampling (the "Authorized Work") and for no other purpose.

(a) In performing the Authorized Work, Licensee shall comply with all statutes, ordinances, regulations and other laws which apply to its activities conducted on the Property including, without limitation, obtaining all approvals, permits and licenses required for such activity.

(b) Licensee may not do or perform any work or activities other than the Authorized Work.

(c) Licensee's entry onto the Property shall be subject to reasonable scheduling by Government, and Licensee shall cooperate with Government with respect to scheduling any entry onto the Property.

(d) Licensee will be responsible for contacting all appropriate agencies to locate underground wires, cable, piping and public utilities and other underground structures prior to commencement of work.

(e) Licensee will use the Property in its present condition and Government will not be obligated to prepare the Property in any manner whatsoever.

(f) Licensee must immediately repair any damage to the Property resulting from Licensee's and/or its agents' and contractors' activities or entry on the Property. Upon the earlier of the completion of the Authorized Work or the expiration or termination of the Term, Licensee must, as reasonably as may be practicable, and at no cost to Government, properly remove and dispose all debris and other materials, including soil cuttings, generated or utilized in connection with Licensee's and/or its agents' and contractors' activities on the Property and restore the Property to the same condition it was found prior to the commencement of the work authorized by this License including, without limitation, resurfacing and proper compaction of any improved portions of the Property with the same material as existed prior to commencement of the work, filling all holes pursuant to industry standards and providing a safe, level surface.

(g) Licensee agrees to provide Government with copies of drafts and the final version of any soils assessment reports within ten days of Licensee's receipt of any such reports.

2. **Licensee's Personal Property.** Government will not assume any responsibility for or to protect against any loss, damage, theft or vandalism of any property or material which Licensee, its agents and/or its contractors may place upon the Property.

3. **Insurance.**

(a) During the Term, Licensee and/or its contractors shall maintain with an insurer or insurers acceptable to Government, which acceptance shall not be unreasonably withheld, insurance as follows:

(i) Workers' Compensation coverage as required by law, together with employer's liability coverage and waiver of all rights of subrogation against Government.

(ii) Comprehensive General and Auto Liability Insurance with limits of not less than \$1,000,000, or the current limits of liability carried by Licensee's contractors, if greater, combined single limit for bodily injury and property damage liability per occurrence, including, but not limited to: (A) owned, non-owned and hired vehicles; (B) blanket contractual; (C) broad form property damage; (D) products/completed operations; (E) personal injury; and (F) independent contractors. Such insurance policy or policies shall name, by endorsement, Government as an additional insured and state that the policy or policies shall be primary and that any insurance carried by Government shall be noncontributing.

(iii) Professional Errors and Omissions Liability Insurance in an amount equal to \$1,000,000 per occurrence, and otherwise acceptable to Government.

(b) Prior to commencing any activities at, on, under or about the Property, Licensee and/or its contractors shall deliver to Government copies of the policies of insurance or certificates thereof evidencing compliance with the requirements of this License, together with copies of any endorsements required under this License.

4. **Non-Disturbance.** Licensee will not disturb the quiet use and enjoyment of the Property by Government or of persons in the areas near or adjacent to the Property.

5. **Licensee's Responsibility for Costs.** Licensee will immediately pay when due all costs of labor, services and materials supplied in prosecution of the work to be done on the Property under this License. Licensee will keep the Property free and clear of all mechanic's liens and other such liens on account of such work.

Legal Description

All that real property in the County of Alameda, State of California, being a portion of Parcel 1, as said parcel is described in the Final Judgment of the Declaration of Taking done June 5, 1944, and recorded September 18, 1944 at Page 384, Book 4595, Official Records of Alameda County, said Parcel 1 also being a portion of the Salt Marsh and Tide Lands shown on the map prepared by the order of the Board of Tideland Commissioners of San Francisco Bay, approved November 27, 1871, and filed in the Office of the Department of Finance, State Lands Commission, (formerly the office of the Surveyor General), entitled "Map No. 2 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", and also as indicated on the map filed in the office of the Department of Finance, State Lands Commission, entitled "Sale Map No. 10 of Salt Marsh and Tide Lands situate in the County of Alameda, State of California", comprised of a portion of Tidelands Lot 23 in Section 11, in Township 2 South, Range 4 West, M.D.M., and particularly described as follows:

Beginning at the southwest corner of Parcel 2, commonly known as McKay Avenue, as said Parcel 2 is described in the Corrected Quitclaim Deed to the State of California recorded May 20, 1969 on Reel 2405, Image 896, Alameda County Official Records, and delineated on Record of Survey No. 409, which was prepared at the request of the State of California and filed June 19, 1970 in Book 8 of Records of Survey, at Pages 15 and 16, Alameda County Recorder's Office. Said point of beginning being at the intersection of the following 2 courses and distances as shown on the said Parcel 2 described in the Corrected Quitclaim Deed and said Record of Survey No. 409: North 87°09'47" West, 60.00 feet and North 02°50'13" East 822.72 feet.

Thence from said point of beginning and leaving the said southwestern corner of Parcel 2 North 87°09'47" West, 220.41 feet along the boundary of Parcel 1, as described in the said Corrected Quitclaim Deed and delineated on said Record of Survey No. 409. Thence continuing along the boundary of said Parcel 1 the following 2 courses and distances: South 02°49'16" West 132.88 feet, and North 88°57'49" West 188.29 feet to a point on the easterly boundary of the Amended Map of Tract 3883, filed for record on January 30, 1980 in Book 115 of Maps at Pages 68 through 78. Thence leaving the boundary of said Parcel 1 northerly along the easterly boundary of said tract, North 01°03'08" East 483.22 feet. Thence leaving the easterly boundary of said tract South 87°09'52" East 423.62 feet along a wrought iron fence to the westerly boundary of said Parcel 2, commonly known as McKay Avenue. Thence southerly along the westerly boundary of said Parcel 2 South 02°50'13" West 344.20 feet to the point of beginning.

The bearings shown hereon are based on said Record of Survey No. 409. The distances shown hereon are on the California State Plane Coordinate System, Zone III. Multiply the distances shown by 1.0000708 to obtain ground-level distances.



Exhibit B



KEYSER MARSTON ASSOCIATES™
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

MEMORANDUM

ADVISORS IN:
REAL ESTATE
REDEVELOPMENT
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

To: Janet Kern, City Attorney
Debbie Potter, Community Development Director
City of Alameda

SAN FRANCISCO
A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

From: Keyser Marston Associates, Inc.

Date: June 11, 2014

Subject: Order of Magnitude Assessment of Fiscal Impact: Alternative Land
Uses for Federal Property at Foot of McKay Avenue

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEY

SAN DIEGO
PAUL C. MARRA

In accordance with your request, Keyser Marston Associates, Inc. (KMA) has undertaken a preliminary “high level” analysis of fiscal impacts to the City of Alameda from the following three alternative land uses for a 3.89 acre property at the foot of McKay Avenue:

- 1) **Existing Use:** the property is currently occupied by two vacant federal office buildings and a parking lot. The offices were previously occupied by the U.S. Department of Agriculture (USDA) which has consolidated its operations on an adjacent property;
- 2) **Park Expansion:** Incorporation of the 3.89 acre subject property into the adjacent Robert Crown Memorial State Beach consistent with East Bay Regional Park District’s (EBRPD) conceptual plan for the property and adjacent Crab Cove area. EBRPD’s plan involves reconfiguration of existing facilities and improvements to access and amenities including new picnic sites, an amphitheater, additional parking and a bus turnaround. The potential addition of a concession stand or café is also contemplated.
- 3) **Residential Use:** Development of 48 single family homes on the site as proposed by Developer Tim Lewis Communities of which 15% would be affordable to Very Low, Low, and Moderate-Income Households.

The purpose of the analysis is to provide information regarding the fiscal impacts of the above land use alternatives for the subject property. The analysis addresses fiscal impacts to the City of Alameda General Fund and is intended to provide an “order of magnitude” indication rather than a precise estimate.

Findings

The findings of the analysis are presented in the table below. Again it is stressed that these are coarse estimates not exact calculations. As shown, the Existing Use is estimated to generate a slight negative to the City while the Park Expansion would be approximately fiscally neutral and the Residential Use would generate a net positive.

Annual City General Fund Impact	Existing Vacant Federal Offices	Expanded Park: Crab Cove / Crown Beach	Residential
Revenues	\$0	\$7,000	\$167,000
Expenditures	(\$4,000)	(\$7,000)	(\$85,000)
Net Revenue (Cost)	(\$4,000)	\$0	\$82,000

A discussion of the analysis and findings for each alternative follows:

1. *Existing Use* – The existing vacant federal offices are estimated to generate a small negative fiscal impact to the City in the range of \$4,000 annually. The property is vacant and not on the tax rolls; as a result, it does not generate any revenue to the City. However, the City is estimated to have some limited service costs for the property based upon a review of police calls for service to the property. Estimated police service costs are imprecise because calls for service to the subject property and the adjacent occupied federal offices are logged into the Police Department's database under the same address. This necessitated an allocation between the subject property and the adjacent federal offices assumed at 50%/50% for purposes of the analysis.
2. *Park Expansion* – Expansion of Crown Memorial State Beach to incorporate the subject property is projected to be approximately fiscal neutral to the City. The property would remain off the tax rolls and, for the most part, would not generate revenues to the City. An exception is the potential inclusion of a concession/café component, reflected for purposes of the analysis, which would generate sales tax as well as minor amounts of property tax and other revenues (without the concession related sales tax and other revenues the park would generate a negative fiscal impact to the City). City expenses with the Park Expansion consist primarily of public safety services which the City shares overlapping responsibility

for with EBRPD. Police service costs were estimated based upon calls for service to the City of Alameda Police Department for the existing Crown Memorial State Beach. Estimates are imprecise because service demands will likely depend upon the increase in the number of visitors; however, since visitor projections were not available, a per acre estimate is used. Fire/EMS costs are estimated proportionate to police service costs which are assumed to be a reasonable metric of overall public safety costs for the park¹. Park maintenance expenses are not included because EBRPD is responsible for these costs, not the City.

3. *Residential Use* – the 48 homes are projected to generate a net positive fiscal impact in the range of \$82,000 per year. A significant contributing factor to this positive fiscal impact is the in-fill location served by existing public facilities and infrastructure. McKay Avenue, which would provide access to the homes, will be a private street and the City would not be responsible for on-going maintenance expenses. Any required infrastructure improvements will be provided as a condition of development and will not be a cost to the City's General Fund. In addition, assessed values, a primary driver of City revenues, reflect pricing of market rate units at an estimated \$800,000, based upon recent sales prices per square foot within the Bayport project. Since the property is not currently on the tax rolls, all the assessed value added by the homes would be net new to the City (no offsetting deduction for existing assessed value is required).

City General Fund revenues generated by residential development are estimated to total in the range of \$167,000 annually inclusive of property taxes, property taxes in-lieu of motor vehicle license fees (which are allocated based on assessed value), real estate transfer taxes and other taxes. City service costs are estimated at approximately \$85,000 including police, fire/EMS, and all other City services. Police service costs were estimated based upon the existing average number of calls for service for homes within the Bayport project. The analysis of fire/EMS and other City service costs reflects application of per capita cost factors derived from the City's 2014/15 budget and the estimated population associated with the 48 homes.

¹ A comparable call for service analysis for Fire/EMS was not feasible because Federal restrictions on disclosure of health related information under the U.S. Health Insurance Portability and Accountability Act prevent disclosure of EMS call data that could potentially be traced to a particular incident, location, or person.

Approach and Key Assumptions

The analysis measures and compares the fiscal impacts generated by the three alternative land uses for the 3.89 acre site to the City's General Fund. Not included in the analysis are special revenue and enterprise funds of the City or EBRPD's operations and maintenance costs.

The analysis is intentionally designed to be conservative in nature. Only direct revenues have been included in the analysis. For example, sales tax revenues from residents in the Residential Use scenario are not included as they are technically indirect impacts. Similarly, indirect impacts from offsite spending by park visitors are not included. In evaluating General Fund expenditures, however, it has been assumed that the alternatives will impact all General Fund departmental budgets.

Key inputs and assumptions for the analysis are as follows:

1. Estimates are in current 2014 dollars;
2. Revenue and cost factors are derived from the City's FY 2014/15 budget;
3. One-time revenues and fee for service revenues, such as building permit and impact fee revenues are excluded;
4. Although in a former redevelopment area, property taxes are projected to accrue to the City General Fund since the City receives a share of property taxes in excess of the amount needed for former redevelopment agency obligations and other existing revenues are expected to be sufficient to meet the obligations;
5. Franchise taxes are projected using per capita factors based on existing revenues excluding amounts from Alameda Municipal Power (AMP) which we understand to be fixed by contract and therefore not projected to increase;
6. General Fund expenses other than police and fire are estimated based upon the City's total average cost to serve existing residents and workplace population, net of departmental revenues and cost allocation reimbursements;
7. The analysis of police and fire service costs is described below for each individual land use alternative;
8. Inputs and assumptions specific to the Existing Use include:
 - a. Estimated police costs reflect a 50% allocation of calls for service between the subject property and the adjacent USDA offices given Police Department call logs assign a single address to the entire 7.6 acre Federal property. A fully loaded average cost per service call of \$352 is reflected;

- b. Fire/EMS and other service costs to the vacant property are assumed to be minimal.
9. Assumptions specific to the Expanded Park use include:
- a. The analysis is based on conceptual plans prepared by EBRPD to incorporate the property into the adjacent Crown Memorial State Beach;
 - b. Inclusion of a potential concession / café component is contemplated in the conceptual plans. The analysis assumes an approximate size of 2,000 square feet and operating hours of 7 days a week in summer and weekends only at other times of year. Sales are estimated at an annual rate of \$600 per sq. ft. but have been pro-rated to the limited operating hours;
 - c. Approximately five additional employees are assumed in connection with the concession / café component. EBRPD staffing is not assumed to increase from the current 15 employees (FTEs);
 - d. Police costs are estimated based upon 12 months of calls for service to the main park entrance / Crab Cove area extrapolated to the Expanded Park on a per acre basis;
 - e. Fire/EMS costs are estimated proportionate to police costs which are assumed to be a reasonable metric of overall public safety costs to the Park.
10. Assumptions specific to the Residential Use include:
- a. Market rate home prices of approximately \$800,000, based upon on the average sales price per square foot over the last 12 months for similar size homes within the Bayport residential project and an approximate average unit size of 2,300 square feet.
 - b. Affordable unit pricing was provided by the City;
 - c. Police costs are estimated based upon the average number of calls for service per residential unit over the past 12 months for the Bayport residential project;
 - d. Fire and EMS service costs for the Residential Use are estimated based upon the City's total average cost to serve existing residents and workplace population, net of departmental revenues and cost allocation reimbursements.

The technical analysis is presented in the attached detail tables.

Technical Tables

A series of technical tables are attached:

Table 1	Summary of Annual General Fund Impacts
Table 2	Project Description and Demographics
Table 3	Existing Demographic Data
Table 4A	General Fund Revenue Assumptions
Table 4B	General Fund Expenditure Assumptions
Table 5	General Fund Revenues
Table 6	General Fund Expenditures

Appendix Tables

Table A-1	General Fund Revenue Summary
Table A-2	General Fund Expenditure Summary

Table 1**Summary of Annual General Fund Impacts****Order of Magnitude Fiscal Analysis: Alternative Uses for 3.89 acres at Crab Cove****Alameda, California**

Revenue / Expenditure Category	Vacant Federal Offices	Expanded Park: Crab Cove / Crown Beach	Residential
<u>General Fund Revenues - Order of Magnitude Estimate¹</u>			
Property Taxes	exempt	\$500 ²	\$91,200
Property Transfer Taxes	\$0	\$0	\$34,400
Motor Vehicle In-Lieu Taxes	\$0	\$100 ²	\$21,400
Utility User Tax	\$0	\$200	\$13,100
Franchise Taxes	\$0	\$100	\$7,100
Sales Taxes ³	\$0	\$6,200	\$0
Business License	\$0	\$200	\$0
Total Revenue	\$0	\$7,300	\$167,200
Rounded To nearest \$1,000	\$0	\$7,000	\$167,000
<u>General Fund Expense - Order of Magnitude Estimate⁴</u>			
Police	(\$3,500)	(\$3,500)	(\$28,200)
Fire	nominal	(\$2,900)	(\$33,400)
Other City Services	nominal	(\$400)	(\$22,900)
Total Expense	(\$3,500)	(\$6,800)	(\$84,500)
Rounded To nearest \$1,000	(\$4,000)	(\$7,000)	(\$85,000)
Net Annual General Fund Impact	(\$4,000)	\$0	\$82,000

Notes:¹ From Table 5.² Concession / café with the Expanded Park projected to generate property tax and property tax in-lieu of VLF because it would be assessed as a possessory interest.³ Expanded Park alternative includes sales tax from potential concession / café site. Analysis does not include indirect off-site sales tax impacts from either Expanded Park (from spending by park visitors) or Residential use (from spending by new residents).⁴ From Table 6.

Table 2

Project Description and Demographics

Order of Magnitude Fiscal Analysis: Alternative Uses for 3.89 acres at Crab Cove

Alameda, California

	Vacant Federal Offices	Expanded Park: Crab Cove / Crown Beach	Residential
Description	<i>vacant federal office buildings and parking lot</i>	<i>expansion and reconfiguration of park facilities</i> Possible <u>concession/café</u> assumed @2,000 SF	<i>48 single family homes</i> <u>Affordability:</u> 85% market rate 15% affordable
Assessed Value	exempt	\$200,000 estimate of possessory interest AV for concession/café	\$32,640,000 41 mkt units @800k ¹ \$1,100,000 3 mod units @367k ¹ \$380,000 2 low units @189k ¹ <u>\$300,000</u> 2 very low @148k ¹ \$34,420,000 total
Resident Equivalents		with concession say add approx.: 0 employees 5 employees	2.65 persons per HH ² 1.7% vacancy rate ² 125 persons
resident equiv. factor ³	0.33	0.33	1.00
resident equivalents	0	2	125

Notes:

¹ Preliminary estimate of assessed value for market rate units is based on sales prices for newer homes within the Bayport Project which have an average sales price of approximately \$344/SF which equates to an estimated sales price of approximately \$800,000 based on proposed average unit sizes of roughly 2,300 SF. Sales prices for affordable units are per the City of Alameda.

² 2009-2011 American Community Survey 3-Year Estimates, DP04: Selected Housing Characteristics. Population is conservatively estimated from the household size and vacancy rate for owner-occupied units in the City of Alameda.

³ For purposes of calculating resident equivalent population, an employee is given the same weight as 1/3 of a resident.

Table 3
Existing Demographic Data
Order of Magnitude Fiscal Analysis: Alternative Uses for 3.89 acres at Crab Cove
Alameda, California

Demographic Measure	City of Alameda
Population ¹	75,988
Employment ²	21,750
Resident Equivalents <i>0.33 per employee</i>	83,238

Notes:

¹ State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2013 and 2014. Sacramento, California, May 2014.

² The Nielsen Company, 2014.

Table 4 - A
General Fund Revenue Assumptions
Order of Magnitude Fiscal Analysis: Alternative Uses for 3.89 acres at Crab Cove
Alameda, California

Revenue Sources

Property Taxes	1% property tax assessment 26.5% City share of property tax ¹
Motor Vehicle In-Lieu Taxes	\$4,268,728 property tax based revenues 2004-05 ^{2, 3} <u>\$6,865,099,420</u> 2004-05 Alameda gross AV ^{2, 3} \$0.62 per \$1,000 in AV growth
Utility User Tax	\$8,699,000 citywide revenues in FY 2014/15 ⁴ <u>83,238</u> resident equivalents (from Table 2) \$105 per resident equivalent
Franchise Taxes	\$7,549,000 citywide revenues in FY 2014/15 ⁴ <u>-\$2,800,000</u> Less: fixed amount from AMP ⁵ \$4,749,000 Franchise taxes excluding AMP <u>83,238</u> resident equivalents (from Table 2) \$57 per resident equivalent
Transfer Tax	\$12 / \$1,000 Transfer Tax Rate <u>12 years</u> Average turnover rate for residential units \$1 Annual Transfer Tax per \$1,000 in AV
Sales Tax - Possible Park Concession	2,000 Sq.Ft. Assumed size of concession / café \$600 / SF Assumed sales potential based on year-round operations 190 Assumed days open (summer: 7 days, other times: 2 days/wk) \$620,000 Estimated annual sales \$6,200 Estimated sales tax @1%
Business License	\$0.40 Per \$1,000 in gross receipts \$620,000 Estimated Annual Concession Sales from above \$200 Estimated business license fee to concessionaire

Notes:

¹ City share of property tax as adjusted for ERAF shift per Alameda County Auditor-Controller Agency Tax Analysis Property Reports, 51322A AB8 *Calculation of Revenue Percentages in Tax Rate Areas* (County website). The project is in a redevelopment area and property tax estimates are subject to the flow of funds under AB x1 26 including payment of prior redevelopment obligations as a first priority. The analysis assumes that existing RPTTF revenues are sufficient to fund the enforceable obligations and that the combined distribution of incremental RPTTF revenues as pass throughs and residual funds will generally conform to the City's regular share of property taxes.

² Per SB 1096, growth of property tax in lieu of VLF is proportional to growth in AV since 2004/05. Before 2004/05, VLF was distributed in proportion to population.

³ 2004/05 VLF distribution per the California State Controller's Office.

⁴ Appendix A-1.

⁵ Approximate amount of AMP franchise fees provided by City.

Table 4 - B
General Fund Expenditure Assumptions
Order of Magnitude Fiscal Analysis: Alternative Uses for 3.89 acres at Crab Cove
Alameda, California

Expenditures

Police	\$26,896,000 net expenses in FY 2014/15 ¹
	100% percent variable costs ²
	<u>76,404</u> Calls for service city-wide, past 12 Months
	\$352 average cost per call

Fire / EMS

Expanded Park:	\$26,896,000 Police net expenses in FY 2014/15 ¹
	\$22,236,000 Fire/EMS net expenses in FY 2014/15 ¹
	83% Fire / EMS expense as percent of police

For the Park expansion, Fire / EMS estimated proportionate to Police service cost as a metric of public safety service requirements. ³

Residential Use:	22,236,000 net expenses in FY 2014/15 ¹
	100% percent variable costs ²
	<u>83,238</u> resident equivalents (from Table 2)
	\$267 average cost per resident equivalent

All Other Services	15,260,000 net expenses in FY 2014/15 ¹
	100% percent variable costs ²
	<u>83,238</u> resident equivalents (from Table 2)
	\$183 average cost per resident equivalent

Notes:

¹ Appendix A-2.

² A portion of General Fund expenditures, such as salaries of department directors, does not vary regardless of the amount of development. For purposes of this analysis, however, it has been assumed that 100% of the considered costs are variable.

³ Analysis of Fire/EMS service call data comparable to police estimates was not be possible due to disclosure restrictions for EMS data per the U.S. Health Insurance Portability and Accountability Act.

Table 5
General Fund Revenues
Order of Magnitude Fiscal Analysis: Alternative Uses for 3.89 acres at Crab Cove
Alameda, California

General Fund Revenues	Estimating Factor From Table 4A	Vacant Federal Offices	Expanded Park:	
			Crab Cove / Crown Beach	Residential
	<i>assessed value</i> ¹	\$0	\$200,000	\$34,420,000
	<i>resident equivalents</i> ¹	0	2	125
	<i>households</i> ¹	0	0	48
Property Taxes	26.50% of 1%	exempt	\$500	\$91,200
Property Transfer Tax	\$1 /\$1,000 AV	\$0	\$0	\$34,400
Motor Vehicle In-Lieu Taxes	\$0.62 /\$1,000 AV	\$0	\$100	\$21,400
Utility User Tax	\$105 /res eq	\$0	\$200	\$13,100
Franchise Taxes	\$57 /res eq	\$0	\$100	\$7,100
Sales Taxes - Potential Concession ²		\$0	\$6,200	\$0
Business License - Potential Concession ²		\$0	\$200	\$0
Total General Fund Revenues		\$0	\$7,300	\$167,200
Rounded to Nearest \$1,000		\$0	\$7,000	\$167,000

¹ Table 2.

² See Table 4A for assumptions used for potential concession sales tax and business license revenues.

Table 6
General Fund Expenditures
Order of Magnitude Fiscal Analysis: Alternative Uses for 3.89 acres at Crab Cove
Alameda, California

General Fund Expenditures	Estimating Factor	Vacant Federal Offices	Expanded Park: Crab Cove / Crown	
	From Table 4B		Beach	Residential
	<i>resident equivalents</i> ¹	0	2	125
	<i>households</i> ¹	0	0	48
Police				
Estimated annual calls for service		10	10	80
Basis for estimated calls ²		+/- 10 calls based on half the 21 calls for the full 7.6 ac. federal property	@2.6 calls per acre for existing crab cove / main entrance area X 3.89 acres	at 1.66 calls per home average for the Bayport development
Estimated Police Expense	\$352 /Call	(\$3,500)	(\$3,500)	(\$28,200)
Fire / EMS				
	\$267 /res eq	nominal	(\$2,900)	(\$33,400)
	83% fire / EMS as % of police estimate for park			
Other City Services				
	\$183 /res eq	nominal	(\$400)	(\$22,900)
Total Expenses		(\$3,500)	(\$6,800)	(\$84,500)
Rounded to Nearest \$1,000		(\$4,000)	(\$7,000)	(\$85,000)

¹ Table 2.

² Estimated using police call data provided June 2, 2014 for the subject property, Bayport, and Crown State Beach main entrance / Crab Cove area.

Appendix A-1**General Fund Revenue Summary****Order of Magnitude Fiscal Analysis: Alternative Uses for 3.89 acres at Crab Cove
Alameda, California**

Revenue Category	FY 14-15 General		
	Fund Budget	%	Total %
Included Revenues¹			
Property Taxes	\$23,818,000	38.0%	38.0%
Utility User Tax	\$8,699,000	13.9%	51.9%
Franchise Taxes	\$7,549,000	12.1%	64.0%
Motor Vehicle In-Lieu Taxes	\$6,173,000	9.9%	73.9%
Transfer and Transient Occupancy	\$6,921,000	11.1%	84.9%
Sales Tax	\$5,842,000	9.3%	94.3%
Business License Taxes	\$1,625,000	2.6%	96.8%
Interest / Return on Investments	\$1,155,000	1.8%	98.7%
Transfers In	\$806,000	1.3%	100.0%
Other Revenues	\$11,000	0.0%	100.0%
	<u>\$62,599,000</u>	<u>100.0%</u>	
Fee for Service Revenues²			
Departmental Revenues	\$7,247,000	59.4%	59.4%
Cost Allocation Reimbursements	\$4,948,000	40.6%	100.0%
	<u>\$12,195,000</u>	<u>100.0%</u>	
Total General Fund Revenues	<u><u>\$74,794,000</u></u>		

Notes:

¹ Only the boxed revenue components have been evaluated in this analysis.

² These revenues cover a portion of the cost of certain departmental expenditures (for example, administration fees or fees for recreation programs). They are deducted from General Fund expenditures rather than being estimated as revenue sources.

Source: City of Alameda General Fund Budget Summary: Fiscal Years 2011-2012 through 2014-2015

Appendix A-2
General Fund Expenditure Summary
Order of Magnitude Fiscal Analysis: Alternative Uses for 3.89 acres at Crab Cove
Alameda, California

Expenditure Category	FY 14-15 General Fund Budget	Less Departmental Revenue and Cost Allocation Reimbursements¹	Net Services Cost	%
<u>General Fund Expenditures</u>				
Police Services	\$28,736,000	(\$1,840,000)	\$26,896,000	42%
Fire/EMS Services	25,443,000	(3,207,000)	22,236,000	35%
All Other General Fund Expenditures (general government, administration, recreation and parks, public works, non- departmental expenses and transfers)	22,408,000	(7,148,000)	15,260,000	24%
Total General Fund Expenditures	76,587,000	(12,195,000)	64,392,000	100%

Notes:

¹ Deductions from expenditures are from revenue items listed on Appendix A-1.

Source: City of Alameda General Fund Budget Summary: Fiscal Years 2011-2012 through 2014-2015