

## ALAMEDA POINT REVITALIZATION INITIATIVE

### SECTION 1. Title.

This measure shall be known and may be cited as the “Alameda Point Revitalization Initiative” or the “Initiative.”

### SECTION 2. Findings and Declarations.

The people of the City of Alameda hereby find and declare as follows:

(a) Alameda Point is a portion of the former Naval Air Station Alameda (NAS Alameda) that encompasses approximately 918 acres of uplands and approximately 166 acres of submerged lands at the western end of the City of Alameda. Alameda Point gives the City and the residents of Alameda a unique opportunity to implement a transit-oriented development that incorporates historic reuse and economic redevelopment principles and that takes advantage of Alameda Point’s unique location and potential.

(b) Over the years, many plans for Alameda Point have been discussed but little progress has been made. Past operations of the Navy at the now-closed NAS Alameda resulted in acres of contaminated soil and groundwater that pose significant environmental health risks. Toxic clean up of this property is vital and must occur to make development work at Alameda Point.

(c) The Initiative will facilitate the clean up of toxic contaminants consistent with federal and state laws that are protective of human health and the environment. Additional environmental protection will be provided by enhancing the clean up effort provided by the Navy through remediation of contaminants not addressed in the Navy plan, such as lead, asbestos and contaminants in soil below roadways and buildings that will be relocated or demolished.

(d) The Initiative will pursue a transit-oriented development strategy that supports transit with residential density occurring in close proximity to a new ferry terminal and transit hub. Transit options will be provided and transit usage will be facilitated through resident and business education and incentives.

(e) The Initiative will protect and improve the waterfront by enhancing public views of and access to the waterfront and creatively encouraging the usage of the waterfront by providing a waterfront promenade, public art, open space and other public amenities. New marina slips and modern support facilities will be provided to help satisfy the demand for marina slips in the City and the Bay Area.

(f) The Initiative will promote environmental sustainability, reduction in energy consumption, water usage, greenhouse gases and solid waste generation through compact community planning, transit solutions, water recycling, energy-efficient building design, use of

recycled materials, and application of low water demand techniques in all new development, including landscape development.

(g) Without redevelopment, Alameda Point is expected to be a drain on City resources in years to come. This could result in additional costs to Alameda residents. Maintenance and repair of aging infrastructure systems (sewers, water, storm drains, electrical, roads and sidewalks) and deteriorating buildings are currently the responsibility of Alameda taxpayers.

(h) The plan provided for in this Initiative calls for distribution of parks and open spaces throughout Alameda Point that better link the Plan Area with the rest of Alameda, the Bay and Estuary. Public waterfront access will be maintained and enhanced, with parks, trails and plazas to help connect the island with the Bay, while being respectful of wildlife and natural resources.

(i) The Initiative will stimulate job creation and economic growth through installation of needed site improvements and new commercial expansion. The local economy and the community will be strengthened and diversified by adding business park uses and retail uses. This will bring more permanent jobs to Alameda.

(j) The Initiative will provide a long-term revenue stream to the City's general fund that will support future City services, while avoiding future losses to the City from the need to maintain and operate NAS Alameda in its current, dilapidated fashion. Alameda Point will avoid negative impacts to City funds by requiring fiscal neutrality. During and following build-out, Alameda Point will not financially burden current taxpayers.

(k) Because of the importance of Alameda Point, numerous public meetings were held to gather public feedback on the development plan for the area. This Initiative embodies the wisdom gained from these public dialogues about the future of Alameda Point.

(l) The Initiative will allow for redevelopment of an underutilized part of the City with new jobs, homes, services, open space and recreation. A wide range of housing types will be provided. Key historic resources will be adaptively reused with civic, commercial and residential uses.

(m) The Initiative will eliminate blight, including abandoned buildings, incompatible land uses, depreciated or stagnant property values, and inadequate or deteriorated public improvements, facilities and utilities. Alameda Point will create a highly walkable neighborhood with nodes of compact development and connections between them, incorporating the tree-lined street character and grid pattern that is characteristic of the existing City.

(n) The Initiative will maintain and improve Alameda Point's natural qualities with public open spaces, active and passive recreational uses and marine-related recreational uses.

(o) In order to accomplish these goals, the Initiative amends Article XXVI of the Alameda City Charter which prohibits the construction of multiple dwelling units and sets a

minimum lot area of 2,000 square feet per unit. Creating an integrated mixed-use area and a transit oriented development will require a wide range of housing types. Multifamily housing, townhomes, condominiums and apartments provide many people with an appropriate lifestyle alternative to the single-family home.

(p) The Initiative amends the General Plan of the City of Alameda to assure consistency between the existing General Plan and the plan for Alameda Point that is the subject matter of this measure. The Initiative also adds a new chapter to the General Plan entitled the Alameda Point Community Plan which addresses the unique plan goals, policies and implementation measures for Alameda Point.

(q) The Initiative adopts the Alameda Point Specific Plan which provides a comprehensive land use plan for the redevelopment of Alameda Point. The program includes a maximum of 4,346 new residential units, plus 186 existing Collaborative Housing units, which may be relocated, and the reuse of existing residential buildings for up to 309 residential units; up to 350,000 square feet of retail uses and 3,182,000 square feet of other commercial and business park uses (including up to 500,000 square feet of adaptively reused space) and up to 260,000 square feet for civic/institutional uses; and approximately 600 marina boat slips, approximately 145 acres of parks and open space and three large existing piers.

(r) The Initiative amends the Zoning Ordinance to establish a new Alameda Point Specific Plan District (AP-SP). The purpose of the new district is to implement the Alameda Point Specific Plan which encourages a transit-oriented development, historic reuse and economic redevelopment of Alameda Point.

(s) The Initiative adopts a Development Agreement consistent with state law covering the long term planning of Alameda Point. Pursuant to the terms of the Development Agreement, the developer of Alameda Point is required to fund, or cause the funding of, in an amount not to exceed \$200 million, the construction of all of the following: (1) the Regional Alameda Point Sports Complex; (2) parks, publicly-accessible open space and public art within Alameda Point to serve the residents of Alameda Point and surrounding neighborhoods; (3) improvements to Seaplane Lagoon frontage; (4) the Bay Trail extension within Alameda Point; (5) on-site and off-site traffic and transit improvements; (6) a ferry terminal and transit hub; (7) improvements to the existing fire station; and (8) a branch library. The developer will work with the City and community to finalize the design for these developments which must be constructed pursuant to the terms of the Development Agreement.

(t) The Initiative provides that in the event that the United States Government conveys, sells or leases the land that comprises Alameda Point to any person other than the Alameda Redevelopment and Reuse Authority, the Initiative is of no further force or effect. The Initiative also provides that its provisions can only be amended under certain conditions, the first of which is by a majority vote of the voters at a subsequent City election. The Initiative may be amended under certain limited conditions by an application submitted by the developer to the City and subsequently approved by the City Council. Finally, the Initiative may be amended by the City Council in the event there are federal, state or regional legal requirements that make amendments necessary in order to achieve the purposes and intent of the Initiative.

### **SECTION 3. Purpose and Intent.**

The people of the City of Alameda hereby declare their purposes and intent in enacting this Initiative is as follows:

(a) To implement a transit-oriented development that is respectful of key historic resources and promotes economic redevelopment of Alameda Point in a manner that takes advantage of the area's unique location and potential.

(b) To ensure that Alameda Point is cleaned of toxic materials consistent with federal and state laws to meet appropriate standards for residential and commercial use and is safe for all the residents of Alameda.

(c) To facilitate the clean up of toxic contaminants and enhance the clean up effort provided by the Navy through remediation of contaminants such as lead, asbestos and contaminants in soil below roadways and buildings that will be relocated or demolished.

(d) To pursue a transit-oriented development strategy that supports residential density occurring in close proximity to a new ferry terminal and transit hub and provides transit options and facilitates transit usage.

(e) To protect and improve the waterfront by enhancing public views and access to the waterfront and to provide a waterfront promenade, public art, open space and new marina slips.

(f) To promote environmental sustainability, reduction in energy consumption, water usage, greenhouse gases and solid waste generation through compact community planning, water recycling, energy-efficient building design, use of recycled materials and application of low water demand techniques in all new development, including landscape development.

(g) To upgrade infrastructure systems (sewers, water, storm drains, electrical, roads, sidewalks) at Alameda Point and to eliminate the burden to the City and local taxpayers of maintaining and repairing aging infrastructure and deteriorating buildings.

(h) To distribute parks and open spaces throughout Alameda Point that better link Alameda Point with the rest of Alameda, the Bay and Estuary and to maintain and enhance parks, trails and plazas to help connect the island with the Bay, while being respectful of wildlife and natural resources.

(i) To stimulate job creation and economic growth through installation of needed site improvements to facilitate new commercial expansion and to strengthen and diversify the local economy and community by adding business park uses and retail uses.

(j) To provide a long-term revenue stream to the City's general fund that will support future City services and avoid negative impacts to City funds by requiring fiscal neutrality.



(k) To make use of the wisdom gained from numerous public meetings that were held to gather public feedback on the development program contained in this Initiative.

(l) To redevelop an underutilized part of the City with new jobs, homes, services, open space and recreation, to reuse key historic resources for civil, commercial and residential uses and to provide a wide range of housing types and an array of household types.

(m) To eliminate blight, including abandoned buildings and deteriorated public improvements, facilities and utilities and to create a highly walkable neighborhood that incorporates the tree-lined street character and grid pattern that is characteristic of the City.

(n) To maintain and improve Alameda Point's natural qualities with new public open spaces, active and passive recreational uses and marine-related recreational uses.

(o) To amend Article XXVI of the Alameda City Charter to allow for the creation of an integrated mixed-use area with a wide range of housing types.

(p) To amend the General Plan of the City of Alameda to assure consistency between the General Plan and the plan for Alameda Point and to add a new chapter to the General Plan entitled the Alameda Point Community Plan which addresses the unique goals, policies and implementation measures for Alameda Point.

(q) To adopt the Alameda Point Specific Plan which provides a comprehensive land use plan for the redevelopment of Alameda Point and includes a maximum of 4,346 new residential units, plus 186 existing Collaborative Housing units, which may be relocated, and the reuse of existing residential buildings for up to 309 residential units; up to 350,000 square feet of retail uses and 3,182,000 square feet of other commercial and business park uses (including up to 500,000 square feet of adaptively reused space) and up to 260,000 square feet for civic/institutional uses; and approximately 600 marina boat slips, approximately 145 acres of parks and open space and three large existing piers.

(r) To amend the Zoning Ordinance to establish a new Alameda Point Specific Plan District (AP-SP) to implement the Alameda Point Specific Plan which encourages transit-oriented development, historic reuse and economic redevelopment of Alameda Point.

(s) To adopt a Development Agreement consistent with state law covering the long term planning of Alameda Point which requires the developer of Alameda Point to fund, or cause the funding of, in an amount not to exceed \$200 million, the construction of public improvements in accordance with the terms of the Development Agreement and the Alameda Point Specific Plan.

(t) To render the Initiative of no further force or effect if the United States Government conveys, sells or leases the land comprising Alameda Point to any person other than the Alameda Redevelopment and Reuse Authority, and to provide for amendment of the Initiative under certain conditions.

#### **SECTION 4. Charter Amendment.**

Article XXVI of the Charter of the City of Alameda is amended as follows:

Article XXVI Multiple Dwelling Units.

Sec. 26-1. There shall be no multiple dwelling units built in the City of Alameda.

Sec. 26-2. Exception being the Alameda Housing Authority replacement of existing low cost housing units and the proposed Senior Citizens low cost housing complex, pursuant to Article XXV of the Charter of the City of Alameda.

Sec. 26-3. The maximum density for any residential development within the City of Alameda shall be one housing unit per 2,000 square feet of land. This limitation shall not apply to the repair or replacement of existing residential units, whether single-family or multiple-unit, which are damaged or destroyed by fire or other disaster; provided that the total number of residential units on any lot may not be increased. This limitation also shall not apply to replacement units under Section 26-2.

Sec. 26-4. The provisions of this Article shall not apply to Alameda Point, as described in the Alameda Point Community Plan.

#### **SECTION 5. General Plan Amendments.**

(a) Chapter 9 of the City of Alameda General Plan is hereby amended as set forth in the revised Chapter 9 attached hereto as Exhibit A and incorporated herein by reference. Figures 9-1, 9-2, 9-4, 9-5, 9-6 and 9-7 in Chapter 9 are hereby amended as shown in Exhibit A. Figures 9-3 and 9-8 are hereby deleted in their entirety as shown in Exhibit A.

(b) Chapter 11 attached hereto as Exhibit B and incorporated herein by reference is hereby added to the City of Alameda General Plan.

(c) The City of Alameda General Plan is hereby amended as set forth in Exhibit C attached hereto and incorporated herein by reference.

#### **SECTION 6. Alameda Point Specific Plan.**

The Alameda Point Specific Plan attached hereto as Exhibit D and incorporated herein by reference is hereby adopted.

#### **SECTION 7. Zoning Map and Text Amendments.**

(a) Zoning Map Amendment

The City's Zoning Map is hereby amended to show the new Alameda Point Specific Plan District (AP-SP) created by this Initiative. Specifically, Section 11-116 of Ordinance 1277, N.S.,

is amended from Intermediate Industrial (Manufacturing) District and Special Government Combining District (M-1-G) to Alameda Point Specific Plan District (AP-SP) for that certain real property situated within the City of Alameda, County of Alameda, State of California, as shown on the attached Exhibit E and as described as follows:

<i>Gross Acreage</i>	<i>Assessor's Parcel(s)</i>	<i>Existing Zoning</i>	<i>Rezoned To</i>
Approximately 918 acres of uplands and 166 acres of submerged lands	To be determined by the assessor	M-1-G	AP-SP

(b) Zoning Text Amendments

1. *Amendment to Zoning Code Section 30-3.1.*

Zoning Code Section 30-3.1, Designation of Districts, is hereby amended to read as follows:

**30-3.1 Designation of Districts.**

The several classes of general districts hereby provided, and into which the City may be divided, are designated as follows:

<b>Map Symbol</b>	<b>District Designation</b>
R-1	One-Family Residence District
R-2	Two-Family Residence District
R-3	Garden Residential District
R-4	Neighborhood Residential District
R-5	General Residential District
R-6	Hotel-Residential District
AP	Administrative-Professional District
C-1	Neighborhood Business District
C-2	Central Business District
C-C	Community Commercial District
C-M	Commercial-Manufacturing District
M-1	Intermediate Industrial (Manufacturing) District
M-2	General Industrial (Manufacturing) District
M-X	Mixed Use Planned Development District
O	Open Space District
<u>AP-SP</u>	<u>Alameda Point Specific Plan District</u>

2. *Amendment to Zoning Code Section 30-4.*

Zoning Code Section 30-4, District Uses and Regulations, is hereby amended to add a new zoning district classification, "30-4.23 AP-SP, Alameda Point Specific Plan District."

3. *New Zoning Code Section 30-4.23.*

A new Section 30-4.23, Alameda Point Specific Plan District, is added to the Zoning Code to regulate development at Alameda Point. The new Zoning Code text follows:

**30-4.23 AP-SP, Alameda Point Specific Plan District.**

a. *Purpose.* The purpose of the Alameda Point Specific Plan District (AP-SP) is to implement the Alameda Point Specific Plan, which encourages a balanced approach to transit-oriented development, environmental sustainability, historic preservation, and economic redevelopment of a portion of the former Naval Air Station Alameda.

b. *Established.* The Alameda Point Specific Plan District (AP-SP) is established as a separate zoning district classification over that certain real property shown on the City's Zoning Map as within the AP-SP District.

c. *Applicability.* Real property within the Alameda Point Specific Plan District, as delineated and described on the City's Zoning Map, shall be used, and buildings and other improvements shall be erected, constructed, enlarged, altered, moved, occupied or used in accordance with the Alameda Point Specific Plan. Except as expressly noted therein, the Alameda Point Specific Plan shall contain all the zoning regulations applicable to the AP-SP District including, but not limited to, permissible and conditional uses, development standards (such as, for example, density and intensity of use, building height, size, massing, setbacks, and parking) and implementation procedures. The AP-SP District is intended to enable and encourage flexibility in the design and development of the land, pursuant to the Alameda Point Community Plan and Alameda Point Specific Plan, so as to promote redevelopment in the context of the district's unique location and potential.

**SECTION 8. Development Agreement.**

In order to implement the provisions of the Initiative, and pursuant to the authority of Government Code Section 65867.5 specifying that a development agreement is a legislative act, the Development Agreement attached as Exhibit F and incorporated herein by reference is hereby adopted as an ordinance of the City and approved. Not later than five (5) days following the effective date of the Initiative, the City, by and through its City Manager, shall sign the Development Agreement and complete the intentionally omitted information in the introductory paragraph of the Development Agreement and in the signature block thereof with the name or names of the person or persons having a legal or equitable interest in the real property described on Exhibit 1 and depicted on Exhibit 2 of the Development Agreement, excluding any federal, state, or local governmental entity, department, agency, or joint powers authority, including, but not limited to, the United States Government acting on its own behalf or through any department, including the Department of the Navy and the Alameda Reuse and Redevelopment Authority ("United States Government"). For purposes of this section, a vendee or a person having an option to purchase or option to lease longer than 30 years shall qualify as a person having an equitable interest in the real property described on Exhibit 1 and depicted on Exhibit 2 of the Development Agreement. After the signatures of the City Manager and the holder or holders of

such interests in the real property are acknowledged, the City Clerk shall record the Development Agreement in accordance with California Government Code section 65868.5.

**SECTION 9. Conflicting Measures.**

The provisions of this Initiative shall be deemed to conflict and to be inconsistent with any other measure that appears on the same ballot that relates to the revitalization of Alameda Point. In the event that this Initiative and another measure that relates to the revitalization of Alameda Point are adopted at the same election, the measure receiving the greater number of affirmative votes shall prevail in its entirety, and no provision of the measure receiving the fewer number of affirmative votes shall be given any force or effect.

**SECTION 10. Finding of Consistency.**

The General Plan amendments contained in this Initiative are consistent with the City of Alameda General Plan. The City of Alameda Zoning Ordinance amendment is consistent with the City of Alameda General Plan, the Alameda Point Community Plan, and the Alameda Point Specific Plan.

**SECTION 11. Effective Date.**

In accordance with the provisions of California Elections Code section 9217, if a majority of the voters vote in favor of the Initiative, the Initiative shall go into effect 10 days after the vote is declared by the City Council.

**SECTION 12. Implementation.**

(a) Upon the effective date of the Initiative, the General Plan amendments contained in the Initiative are hereby inserted into the General Plan, except that if the four amendments of the mandatory elements of the General Plan permitted by state law for any calendar year have been utilized in the year in which this Initiative becomes effective, the General Plan amendments set forth in this Initiative shall be the first amendments inserted into the General Plan on January 1 of the next year.

(b) To the extent permitted by law, the City shall amend any elements or provisions of the General Plan and Municipal Code, including all exhibits and figures, and all other City ordinances, policies, and implementation programs or policies as soon as possible in order to implement this Initiative and to ensure consistency between this Initiative and other elements of the General Plan and Municipal Code.

**SECTION 13. Conveyance of land by United States Government to the Alameda Redevelopment and Reuse Authority.**

(a) In the event the United States Government conveys, sells, enters into a ground lease or lease with a term longer than 20 years for the real property more particularly described in Exhibit 1 of the Development Agreement to any other person or entity other than the Alameda

Redevelopment and Reuse Authority, the following sections of the Initiative shall be of no further force or effect: (i) Section 4 (Charter Amendment); (ii) Section 5 (General Plan Amendment); (iii) Section 6 (Alameda Point Specific Plan); (iv) Section 7 (Zoning Map and Text Amendments); and (v) Section 8 (Development Agreement).

(b) If the event described in subparagraph (13)(a) occurs, the zoning for the real property more particularly described in Exhibit 1 of the Development Agreement shall revert back to Intermediate Industrial (Manufacturing) District and Special Government Combining District (M-1-G) as it existed prior to the adoption of this Initiative by the voters of Alameda.

#### **SECTION 14. Amendment.**

(a) This Initiative may only be amended or repealed in the following circumstances:

(1) By a majority vote of the voters at a subsequent City election;

(2) Upon written application to the City Council by the Developer or Significant Landowner, so long as such proposed amendment or other change:

A. Does not eliminate or reduce the Developer's obligation to fund, or cause to be funded, the public benefits described in Exhibit 4 of the Development Agreement, pursuant to the terms thereof; and

B. Does not increase the maximum number of residential units or the maximum amount of non-residential building square footage permitted by the Alameda Point Specific Plan;

(3) If federal, state, or regional laws, regulations, policies, orders or decisions including, without limitation, those actions of the United States Government, the Department of the Navy, the United States Environmental Protection Agency, United States Fish and Wildlife Service, the California Department of Toxic Substances Control, the San Francisco Bay Regional Water Quality Control Board, California State Lands Commission, and California's State Historic Preservation Officer, operate to frustrate the purposes and intent of this Initiative, regardless of whether the City is the implementing entity, the Developer or the Significant Landowner may submit, notwithstanding Section 14(a)(2) of this Initiative, and the City shall consider, an amendment or other change to this Initiative to achieve, as much as is reasonably feasible, the original purposes and intent of the Initiative;

(4) On and after the thirtieth (30<sup>th</sup>) anniversary of the effective date of this Initiative, this Initiative may be amended or repealed by any procedure authorized by state and local law, subject to the terms of any applicable development agreement entered pursuant to Government Code Section 65864 *et. seq.*

(b) For purposes of paragraph (a)(2) of this Section 14, (i) a "Developer" is the non-governmental party to a Development Agreement adopted pursuant to Section 8 of this Initiative or otherwise adopted by a Significant Landowner pursuant to Section 65864 *et seq.* of the

California Government Code and (ii) a "Significant Landowner" is a person, other than a governmental entity or agency thereof, who owns, leases or has a right or option to purchase or lease a significant portion of the real property more particularly described in Exhibit 1 and depicted on Exhibit 2 of the Development Agreement.

(c) If amendments or other changes to this Initiative are permitted pursuant to this Section 14, then the person making application for such modifications shall do so in accordance with the state and local laws applicable to the particular land use regulation that is the subject of the proposed amendment or other change, subject to the terms of the Development Agreement adopted pursuant to Section 8 of this Initiative.

#### **SECTION 15. Severability.**

If any provision of this Initiative or the application thereof to any person or circumstances is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect other provisions or applications of this Initiative that can be implemented without the invalid or unconstitutional provision, and to this end the provisions of this Initiative are severable.

3/23/09  
2:45 p.m.

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# EXHIBIT A



Exhibit A: Chapter 9 of the City of Alameda General Plan

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# 9 Alameda Point West

## 9.1 CHALLENGES AND ISSUES

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This element addresses the redevelopment of Alameda ~~Point~~-West, formerly a portion of the Alameda Naval Air Station (NAS). The Navy closed this base in 1997, and, as of late 2000, is still in the process of transferring the property to the City of Alameda. Figure 9-1 illustrates the planning boundaries of Alameda ~~Point~~-West. Redevelopment of Alameda ~~Point~~-West presents the City with unique and challenging opportunities. Successful redevelopment of Alameda ~~Point~~-West will include:

- *Seamless integration of Alameda ~~Point~~-West with the rest of the City.* Policies in the General Plan encourage development that is community-oriented and in keeping with Alameda's traditional character and scale.
- *Fostering a vibrant new neighborhood.* The General Plan seeks to create new and energetic areas, encompassing a variety of uses. However, policies ensure that new development will not unduly impact established neighborhoods.
- *Maximizing waterfront accessibility.* With an emphasis on a perimeter shoreline trail along the San Francisco Bay and Oakland Estuary, the policies aim to provide a publicly accessible waterfront.
- *De-emphasizing the automobile and making new development compatible with transportation capacity.* Policies promote the use of alternative modes of transportation—such as bicycles, shuttles and water taxis—to reduce present and potential future congestion.
- *Ensuring economic development.* The envisioned long-term reuse of Alameda ~~Point~~-West will result in replacement of jobs lost due to cessation of Naval operations, and will foster economic growth and development that benefits the community at large.
- *Creating a mixed-use environment.* The General Plan encourages development of a variety of uses in Alameda ~~Point~~-West that promote transit and a pedestrian-friendly environment. A mixed-use approach will allow for the development of transit friendly neighborhoods with a strong pedestrian character that will foster the development of the desired small town feeling.
- *Establishing neighborhood centers.* Each neighborhood in Alameda ~~Point~~-West should have a neighborhood center as a focal point that allows for commercial, civic, community support services, cultural and recreational uses. Centers should allow for human interaction and public events. Centers should be distributed so all residents can walk to accomplish multiple purposes and have an access point to local transit. Integration of multiple forms of transportation is essential to a successful neighborhood center design. Similar to existing neighborhood business districts, these centers should provide critical local services, such as grocery stores, laundrettes/cleaners and small restaurants that can rely mainly on customers who walk from their homes.

The General Plan land use diagram for Alameda ~~Point~~-West is shown in Figure 9-2.

## 9.2 LAND USE AND DISTRICT-WIDE POLICIES

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The General Plan envisions Alameda Point ~~West~~ as a vibrant neighborhood, with a variety of land uses and sub-areas. ~~Six~~ Two sub-areas, ~~including three mixed use ones~~, as shown in Figure 9-3, are envisioned:

- ~~• Civic Core~~
- ~~• Marina~~
- ~~• Inner Harbor~~
- West Neighborhood
- ~~• Northwest Territories~~
- Wildlife Refuge

The six Alameda Point sub-areas are displayed in Figure 9-4.

This section provides land use classifications and policies that apply to ~~two or more~~ the sub-areas; policies applicable to individual sub-areas are discussed in the next section.

### LAND USE CLASSIFICATIONS

Alameda Point ~~West~~ includes a variety of land use designations that are common to other areas of the City; descriptions of these land use classifications are included in Chapter 2: Land Use Element. ~~In addition, Alameda Point includes three mixed use areas — Civic Core, Inner Harbor, and Marina. These mixed use areas allow the development of two or more uses on a single site or within one structure. Specific models of uses encouraged include: residential and office above or adjacent to retail and other commercial, and retail and service commercial uses intermingled with research and development or light industrial uses. Encouraging a mix of uses, specifically at residential and business-oriented neighborhood centers, will help develop the transit-accessible, pedestrian-friendly urban fabric common in Alameda.~~

~~The following describes each of the three mixed use areas within Alameda Point:~~

~~API — **Civic Core:** Located in the center of Alameda Point, the Civic Core encompasses much of the NAS Historic District and many of the historic buildings of the former Naval Air Station. The Civic Core is envisioned with a major emphasis on public serving and civic uses. Business park, office, civic, residential, public/institutional, parks and public open space, commercial, and other supporting uses are allowed within the district.~~

~~AP2 — **Inner Harbor:** The Inner Harbor is a mixed use area with major emphasis on research & development and light industrial uses. Light industry, office and supporting retail, commercial, and residential uses are allowed within the district. Supporting uses should be focused in or around a mixed use neighborhood center along the extension of Pacific Avenue, associated with patterns of use in the adjoining Marina district.~~

~~AP3 — Marina: Marine related industry, office, commercial, residential, recreation, and supporting retail are allowable uses within the district. Uses should be structured to promote waterfront activity and vitality along the open space spine located along the bay.~~

The following policies apply to all of the sub-areas in Alameda ~~Point~~ West. Policies specific to the mixed-use sub-areas, as well as policies for the other sub-areas in Alameda ~~Point~~ West, are included in Section 9.3.

***Guiding Policies***

- 9.2.a Create a series of neighborhoods, each with a central focus of mixed-use development, including local serving commercial and recreational uses and a mixture of housing types and densities serving all income levels.
- 9.2.b Provide diverse and creative development and architectural styles to achieve distinctive neighborhoods.
- 9.2.c Create a district that is well integrated with the surrounding neighborhoods and has a high level of accessibility via a variety of transportation modes.
- 9.2.d Preserve scenic views from the district and the area's cultural landscape.
- 9.2.e Achieve human-scale transit-oriented development.

***Implementing Policies***

- 9.2.f Focus uses that create pedestrian traffic in all areas.
- 9.2.g Integrate Alameda ~~Point~~ West into the community by creating transit and physical connections to adjacent community centers such as Marina Village and Webster Street.
- 9.2.h Encourage architecture and design in Alameda ~~Point~~ West that are compatible with existing neighborhoods east of Main Street, and that do not divide the neighborhoods with the use of physical barriers.
- 9.2.i Encourage a mix of uses that are compatible, rather than competitive, with existing uses in adjacent areas.
- 9.2.j Maintain overall development in Alameda ~~Point~~ West in accordance with Table 2-7 while permitting flexibility in the location and mix of development types within Alameda ~~Point~~ West, provided that the development types are consistent with the sub-area policies and land use designations. Establish zoning regulations for Alameda ~~Point~~ West that regulate future development consistent with the development intensity and density shown in Table 2-7.
- 9.2.k Observe boundaries and restriction of Public Trust Land, including housing limitations.

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- 9.2.l Encourage and support the development of community-based cultural and other facilities such as places of worship, childcare, youth activity centers, and senior activities in Alameda ~~Point~~ West.
- 9.2.m As part of the development or landscaping approval process, define view corridors and develop criteria so that views may be preserved.
- 9.2.n Explore the feasibility of creating an outdoor site for cultural celebrations, ceremonies, and exhibitions.
- 9.2.o Create mixed-use development that locates service-oriented uses near residences and offices.
- 9.2.p Create neighborhood centers similar to Alameda's neighborhood business districts, with supporting uses such as retail and local serving office and civic uses in mixed-use neighborhood centers that are acceptable for nearby residents.

Table 2-7: Alameda Point West Buildout, 2000-2020

Land Use Categories	Units	Civic Core (AP1)	Inner Harbor (AP2)	Marina (AP3)	West Neighborhoods	NW Territories	Alameda Point Total
Lt. Industry/Business Park/Office	sq.ft.	740,000	400,000	0	0	0	1,140,000
Industrial/Warehousing	sq.ft.	277,500	76,500	76,500	0	0	430,500
Marina-Related Industry	sq.ft.	0	0	44,250	0	0	44,250
Civic/Institutional Buildings	sq.ft.	100,000	0 <sup>1</sup>	0	30,000 <sup>1</sup>	0	130,000 <sup>1</sup>
Commercial	sq.ft.	52,000	0	0	52,000	0	104,000
Visitor-Serving	sq.ft.	0	0	130,000	0	0	130,000
Golf Clubhouse/Conference Facilities	sq.ft.	0	0	0	0	26,000	26,000
Sports Complex	acres	40	0	0	0	17	57
Golf Course	acres	0	0	0	0	214	214
Marina slips	slips	0	0	530	0	0	530
Live Aboards	slips	0	0	53	0	0	53
Low Density Residential	units	0	0	0	50	0	50
Medium Density Residential	units	863 <sup>2</sup>	0	525	490	0	1,878
Hotel/Conference Center	rooms	0	0	300	0	300	600

1. Does not include square footage for Alameda Unified School District.

2. Does not include 210 units of senior housing to be provided in the former Bachelor Officers Quarters.

NOTE: This table represents the maximum build out for Alameda Point West. While development intensities have been assigned to each Planning Area, the development increments can be moved from one Planning Area to another to optimize development opportunities.

### 9.3 ALAMEDA POINT SUB-AREA POLICIES

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As evident in Figure 9-3 9-4, the General Plan vision for Alameda Point West includes ~~six~~ two sub-areas. ~~Three of these sub-areas—the Civic Core, the Inner Harbor, and the Marina—will be mixed-use areas. Although there will be flexibility between the three mixed-use areas, each will have its own unique character and will emphasize a slightly different mix of development.~~ Alameda Point West also contains the primarily residential West Neighborhood; ~~the Northwest Territories, designated for Parks and Open Space;~~ and the Alameda National Wildlife Refuge, harboring the endangered California least tern.

Policies for each of the sub-areas follow.

#### **~~CIVIC CORE (AP1)~~**

~~The Civic Core served as the central administrative and industrial core of NAS Alameda. This core will remain a central point of activity, and is envisioned to be a mixed-use area with a variety of uses. The emphasis in the area is to provide public-serving and civic uses while providing ample opportunity for job creation, along with recreational opportunities such as a potential sports complex. Redevelopment of the Civic Core will also prioritize preservation of historic buildings. The western edge of the Civic Core area is adjacent to the Wildlife Refuge, and therefore, is subject to the certain restrictions with respect to building size and location, parking, lighting, and landscaping.~~

#### *~~Guiding Policy: Civic Core~~*

- ~~9.3.a — Develop the Civic Core as a major new center of the City, and a focus of the Alameda Point district.~~

#### *~~Implementing Policies: Civic Core~~*

- ~~9.3.b — Develop housing to serve workplaces and public and institutional uses anticipated in the Civic Core. Focus residential development adjacent to the Shoreline open space promenade to create opportunities for pedestrian centers and foster a transit orientation.~~
- ~~9.3.c — Improve public transit service, including connections to ferry service to serve the public, institutional, and workplace uses in the Civic Core.~~
- ~~9.3.d — Provide for cultural and civic places, through the development or reuse of key civic structures, libraries, churches, plazas, public art, or other major landmarks to provide a sense of center and unique character.~~
- ~~9.3.e — Ensure that development is consistent with the recommendations developed to implement the Wildlife Refuge Impact Area, mapped in Figure 9-5.~~

*~~The Wildlife Refuge Impact Area is land that is in proximity to the Alameda National Wildlife Refuge and therefore subject to additional policies and regulations. See Policies 9.3.rr to 9.3.uu.~~*

## **INNER HARBOR (AP2)**

The Inner Harbor currently contains primarily industrial uses. Future development of this area reflects the existing industrial character of the site. Redevelopment will result in a mixed use area with an emphasis on light industry and research & development. Although the existing industrial nature of the Inner Harbor area presents constraints in terms of immediate residential reuse, longer-term residential development is a possibility. This area may also include office space, restaurants, and cafes.

### ***Guiding Policy: Inner Harbor***

9.3.f — Foster cohesion between development of this new mixed use area and existing surrounding neighborhoods and the City of Alameda.

### ***Implementing Policies: Inner Harbor***

9.3.g — Review the East Bay Regional Park District's plans for a regional park prior to approval and implementation.

9.3.h — Encourage development along Main Street that visually and physically connects the existing residential West Neighborhood to development in the Inner Harbor area. Do not permit perimeter walls that insulate development from the surrounding neighborhoods.

9.3.i — Cluster mixed use residential, retail commercial, and other supporting uses in a neighborhood center along the extension of Pacific Avenue.

9.3.j — Encourage development of Pacific Avenue as a landscaped boulevard with separated bike paths and pedestrian routes.

## **MARINA (AP3)**

The Marina sub area currently contains a variety of uses, primarily industrial, research and development, and marine related industrial uses. The General Plan envisions this area to develop, over time, into a vital mixed use area, with an emphasis on public access to the waterfront. Like the rest of Alameda Point, the Marina will have a continuous shoreline open space promenade, which will be supported over time by residential, commercial, retail, and other supporting uses that foster pedestrian activity. The western edge of the Marina district is adjacent to the Wildlife Refuge, and therefore, is subject to certain restrictions with respect to building size and location, parking, lighting and landscaping.

### ***Guiding Policies: Marina***

9.3.k — Create a mixed use area that is sensitive to the restrictions and recommendations regarding the neighboring Wildlife Refuge.

9.3.l — Foster development of residential, commercial, and retail uses that promote vitality and pedestrian activity along the waterfront.



***Implementing Policies: Marina***

- 9.3.m — Limit housing development in the Marina district to the eastern and northeastern portions of the marina to avoid proximity to the Wildlife Refuge.
- 9.3.n — On the western shore of the marina, encourage industrial and marine related industrial uses that are consistent with the Public Trust and sensitive to the Wildlife Refuge.
- 9.3.o — Ensure that development is consistent with the recommendations developed to implement the Wildlife Refuge Impact Area, as mapped in Figure 9-5.

*The Wildlife Refuge Impact Area is land that is in proximity to the Alameda National Wildlife Refuge and therefore subject to additional policies and regulations. See Policies 9.3.rr to 9.3.uu.*

- 9.3.p — In case of redevelopment or replacement of existing structures, encourage development of uses that promote pedestrian vitality and are oriented to the marina.
- 9.3.q — Educate boat owners and users of the marina about restrictions to Breakwater Island and install signs that warn boaters about the sensitivity of the wildlife at and around Alameda Point and about prohibitions for disturbing protected bird and mammal species.
- 9.3.r — Provide signs, pamphlets, public education and outreach activities advising boaters and marina users to eliminate any discharges or pollutants to receiving waters.

**WEST NEIGHBORHOOD**

The West Neighborhood, which formed the residential portion of NAS Alameda and is becoming an established neighborhood, is an existing residential area that will continue with a major residential-use emphasis. Some of the existing homes, known as the Big Whites, are spacious, historic homes previously occupied by higher ranking Navy personnel. This area is being preserved, along with units that are leased by the Homeless Collaborative and used as affordable housing. Other areas of former Navy housing will be redeveloped for Medium Density housing. New residential development should provide diversity in housing types and opportunities. In addition to residential uses a variety of other uses, such as parks and neighborhood businesses will be used to promote a balanced neighborhood. Residential, parks and public open space, public, institutional, and neighborhood business uses are allowed within the district. Community-oriented institutions such as places of worship and nonprofit organizations are also considered allowable and desirable uses.

***Guiding Policies: West Neighborhood***

- 9.3.s — Guide further development of this primarily residential area to improve quality of life for residents, accessibility for pedestrians, and supporting uses to promote a balanced neighborhood.
- 9.3.t — Consider the need for workforce housing and childcare.

*Implementing Policies: West Neighborhood*

- 9.3.u Encourage clustered and pedestrian- and bicycle friendly development, in conjunction with greenways and open space.
- 9.3.v Integrate interim users into planning for redevelopment of existing housing areas. Honor commitments to the ~~Homeless Collaborative~~, U.S. Coast Guard, or other potential interim users, while developing transition plans to provide for appropriate, cost-effective, long-term redevelopment solutions.
- 9.3.w Incorporate small, intermittent parks into residential development.
- 9.3.x ~~Preserve the Big Whites for their historical significance, and encourage surrounding development that is complementary.~~
- 9.3.y Encourage higher density residential development in the vicinity of the multi-modal transit centers, along with parks and community serving businesses and institutions, such as child care and family child care homes, in order to promote accessibility via alternative modes of transit.
- 9.3.z Where new residential development occurs along the waterfront, limit development to the south side of Main Street or the Mosley Extension in order to protect public access to the waterfront.
- 9.3.aa Cluster supporting uses such as retail and local serving office and civic uses in mixed-use neighborhood centers.
- 9.3.bb ~~Consider the preservation of the Admiral's House for community and City use.~~

**NORTHWEST TERRITORIES**

*Allowable Uses*

~~The Northwest Territories are designated as Parks and Public Open Space. Plans for a sports complex are being discussed, and development of a golf course/hotel resort in this area is underway. The southern border of the Northwest Territories is adjacent to the Wildlife Refuge, and therefore, portions of the Northwest Territories will be within the Wildlife Refuge Impact Area and subject to certain restrictions with respect to building size and location, roads, parking, lighting, and landscaping.~~

*Guiding Policies: Northwest Territories*

- 9.3.cc ~~Preserve the Northwest Territories for parks and open space, which may include a golf course/hotel resort, pedestrian and bicycle trails, and public access.~~
- 9.3.dd ~~Incorporate recommendations and regulations regarding the Wildlife Refuge into development in the Northwest Territories.~~

***Implementing Policies: Northwest Territories***

- 9.3.cc — Develop a perimeter trail along the north and west boundaries of this area.
- 9.3.ff — Develop a public park, called Alameda Point Park, in this area.
- 9.3.gg — Use reclaimed wastewater from EBMUD to irrigate the planned golf course, if feasible.
- 9.3.hh — ~~Explore using elements of the golf course design such as roads, retention/drainage collection ponds, or bunkers as physical barriers between the golf course and the Wildlife Refuge.~~
- 9.3.ii — Maintain grassland foraging areas for raptors in the golf course design.
- 9.3.jj — Ensure that development is consistent with the recommendations developed to implement the Wildlife Refuge Impact Area, as mapped in Figure 9-5.

~~The Wildlife Refuge Impact Area is land that is in proximity to the Alameda National Wildlife Refuge and therefore subject to additional policies and regulations. See Policies 9.3.rr to 9.3.utt.~~

**WILDLIFE REFUGE**

***Designation of the Alameda National Wildlife Refuge***

Most of the area formerly used as runways in the former NAS Alameda will be transferred to the U.S. Fish and Wildlife Service (USFWS) for use as a National Wildlife Refuge. Approximately 50 acres of this area, located in the southwest corner of the current Wildlife Refuge, are within the City and County of San Francisco. The Wildlife Refuge contains two wetlands areas and provides habitat for the endangered California least tern, as well as the Caspian tern, as shown in Figure 9-5 9-4. ~~Also shown is the Wildlife Refuge Impact Area, which is subject to special policies and regulations due to its proximity to the Wildlife Refuge.~~ The USFWS has written a Comprehensive Conservation Plan (1998) for management of the Alameda National Wildlife Refuge. These policies are intended to facilitate implementation of this Comprehensive Conservation Plan, as well as of the recommendations written by the USFWS in their 1999 Biological Opinion.

***Guiding Policy: Wildlife Refuge***

- 9.3.kk Help maintain a Wildlife Refuge that balances natural conservation with public access, education, and ship navigation.

***Implementing Policies: Wildlife Refuge***

- 9.3.11 Support implementation of the U.S. Fish and Wildlife Service's Comprehensive Conservation Plan for Alameda National Wildlife Refuge (1998).
- 9.3.mm Support a system of trails that provide public access to and within the Wildlife Refuge.

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- 9.3.nn Support education facilities and programs, similar to other conservation areas such as the Elsie D. Roemer Bird Sanctuary, in conjunction with either Point Alameda Park or the Wildlife Refuge.
- 9.3.oo Establish continued access for ships, ferries, and water-taxis within the deep-water channel to the Alameda Point piers and the Seaplane Lagoon through the southern bay waters of the Refuge through agreements with the U.S. Fish and Wildlife Service.
- 9.3.pp Maintain the breakwater gap and isolation of the Island Breakwater.
- 9.3.qq Work with the City and County of San Francisco and appropriate agencies to transfer the jurisdiction of the southwest corner of the Wildlife Refuge from the City and County of San Francisco to the City of Alameda and Alameda County.

**Implementing Policies: Wildlife Refuge Impact Area**

- 9.3.rr Prepare and adopt development regulations that implement the Biological Opinion (1999) prepared by the U.S. Fish and Wildlife Service to guide development within the Wildlife Refuge Impact Area (see Figure 9-5). Ensure that the regulations contain specific requirements regarding, but not limited to:
- Building size, height, design and location
  - Appropriate uses adjacent to the Refuge
  - Predator management
  - Parking restrictions
  - Lighting provisions
  - Landscaping restrictions, and
  - Stormwater management.
- ~~Ensure that development in all areas adjoining the Wildlife Refuge adheres to the Wildlife Refuge Management Plan's guidelines regarding pets, predator control and landscaping.~~
- 9.3.ss Encourage funding and implementation of the Comprehensive Conservation Plan by the U.S. Fish and Wildlife Service.
- 9.3.tt Work with the U.S. Fish and Wildlife Service and the U.S. Department of Agriculture Wildlife Services, to develop informational materials and an educational program for occupants in Alameda Point and marina users or tenants describing the importance of animal control for protection of the least tern colony.
- 9.3.uu Develop detailed stormwater management and monitoring plans ~~for the Northwest Territories~~ in coordination with the U.S. Fish and Wildlife Service to protect open-water foraging areas for least terns and brown pelicans. Ensure that the plans are reviewed and approved by the Service contemporaneously with the City environmental review process and prior to development within this area.

## 9.4 TRANSPORTATION

As Alameda ~~Point~~-West grows over the next twenty years, additional trips will be generated both on and off the island due to the planned new land uses. Roadway improvements within Alameda ~~Point~~-West will address local congestion, but because Alameda is an island with limited access routes to Oakland, the success of Alameda ~~Point~~'s West transportation system depends increasingly on alternative modes of transportation within the Planning Area, throughout the City, and between Alameda and Oakland.

As shown in Figure 9-6 9-5, Alameda ~~Point~~'s West's planned street system reinforces the City's traditional street layout, a primary grid pattern of streets with variation allowing for smooth traffic flow, specialized land use patterns, and landscaping opportunities. This pattern of development, along with policies intended for neighborhood traffic management would result in a safe and comfortable pedestrian, bicycling, transit, and automobile environment. Alameda ~~Point~~-West's street system also needs to be integrated with the surrounding neighborhoods. In addition, transportation policies in Alameda ~~Point~~-West need to provide for truck access, preserve vistas, accommodate the needs of transit users, pedestrians, and bicyclists, and offer adequate vehicular access to and within Alameda ~~Point~~-West with out unduly impacting existing neighborhoods. In response to these issues, transportation policies address Alameda ~~Point~~-West's transportation needs in terms of street system and improvements, gateways, transit, pedestrian routes and biking, roadway vistas, and movement of goods.

### STREET SYSTEM AND IMPROVEMENTS

#### *Guiding Policies: Street System*

- 9.4.a Promote street connectivity within Alameda ~~Point~~-West and with the surrounding neighborhoods.
- 9.4.b Design transportation improvements to anticipate future growth and minimize traffic congestion.

#### *Implementing Policies: Street System*

- 9.4.c Continue the existing primary grid of the City of Alameda in all new development.
- 9.4.d Require roadway improvements that will allow acceptable levels of service of future traffic levels within the Alameda ~~Point~~-West local roadway system.
- 9.4.e Work with the City of Oakland, Alameda County, Caltrans and other regional organizations to develop plans for design, phasing, funding, and construction of a new vehicle access to Interstate 880 (bridge, tunnel or other vehicle connection) or transit only crossing to Oakland.
- 9.4.f Minimize vehicle trips to and from Alameda ~~Point~~-West that must use the Webster/Posey tubes by providing alternative travel modes and connections to the regional transportation system.
- 9.4.g Plan for the extension of Tinker and Mitchell Mosely Avenues to provide additional access routes to Alameda ~~Point~~-West.
- 9.4.h Incorporate traffic calming techniques into roadway design at Alameda ~~Point~~-West to help maintain appropriate vehicle speeds of 25 miles per hour or less.

## GATEWAYS

### *Guiding Policy: Gateways*

- 9.4.i Create entryways that maximize views, create connections to surrounding uses, and reflect Alameda's island character.

### *Implementing Policies: Gateways*

- 9.4.j Create entry features to all entryways of Alameda ~~Point West~~ through use of signage, landscaping, or landmarks that announce Alameda ~~Point's West's~~ West's unique character.

#### *Tinker Avenue:*

- 9.4.k Ensure uniform and consistent design and landscaping of Tinker Avenue.

#### *Pacific Avenue:*

- 9.4.l ~~Design the entry of Pacific Avenue to create views and connections to the Marina district.~~

#### *Mitchell Mosley Extension:*

- 9.4.m Design the Mitchell Mosely extension to make effective use of its proximity to the waterfront.

#### *Water Taxis/Ferries:*

- 9.4.n Emphasize the design of water taxi and ferry terminals and entrances at both the north and south waterfronts to establish connections to destinations in Alameda ~~Point West~~ that can be reached by walking, bicycles or transit, reflect the island character and pedestrian-friendly environment of Alameda.

## TRANSIT

### *Guiding Policies: Transit*

- 9.4.o Optimize the use of transit and other alternative modes of transportation in all development at Alameda ~~Point West~~ by increased accessibility to local and regional transit systems and ensuring safe and reliable transportation alternatives.

### *Implementing Policies: Transit*

- 9.4.p ~~Expand water transportation by establishing a water taxi or ferry in the Marina district with potential destinations including San Francisco, Angel Island, Treasure Island, and Alcatraz.~~
- 9.4.q Preserve opportunities to develop future transit links including transit exclusive corridors.

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- 9.4.r Develop alternative mode connections between Alameda ~~Point~~West and BART, such as a people mover system, bus barge, or aerial tram.
- 9.4.s ~~Redesign Atlantic Avenue to include a landscaped transit corridor for buses, jitneys, or future light rail development.~~
- 9.4.t Explore feasibility of establishing shuttle service to the ferry terminal(s), ~~Civic Core~~, Webster Street Marina Village, and Oakland BART stations.
- 9.4.u Develop and implement design guidelines and standards to assure that new development at Alameda ~~Point~~West facilitates transit use and consult with AC Transit to assure that roadway improvements at Alameda ~~Point~~West are transit compatible.
- 9.4.v Create innovative new funding mechanisms to subsidize transit service operations at Alameda ~~Point~~West.
- 9.4.w Develop a transit center at Alameda ~~Point~~West to facilitate efficient transfers between transportation modes and enhance regional transportation connections.

### PEDESTRIAN ROUTES AND BIKING

#### *Guiding Policy: Pedestrian Routes and Biking*

- 9.4.x Integrate pedestrian and bicycle uses into the design of the roadway system and fabric of neighborhoods.

#### *Implementing Policies: Pedestrian Routes and Biking*

- 9.4.y Provide a system of connections for pedestrians and bicyclists including sidewalks, crosswalks, bike lanes and multi-use paths connecting residential, schools, parks, transit stops, employment, commercial districts, and other areas of community activity on Alameda ~~Point~~West.
- 9.4.z Develop Tinker Avenue, ~~Atlantic Avenue~~, and Main Street with pedestrian and bicycle oriented paths and bus facilities and landscaping as a means to maximize alternative modes of transportation and minimize impacts of vehicle traffic and noise to the residential neighborhood.

### ROADWAY VISTAS

#### *Guiding Policy: Roadway Vistas*

- 9.4.aa Preserve view corridors in the layout and landscaping of the roadway system, particularly along the waterfront.

#### *Implementing Policy: Roadway Vistas*

- 9.4.bb Where possible, align roadways to frame important views.

## 9.5 OPEN SPACE, CONSERVATION AND CULTURAL RESOURCES

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Specialized natural resources, historical resources, urban open space, and focal points will be preserved throughout Alameda ~~Point~~West and will include a full array of active and passive recreational opportunities. Water facilities, including a continuous shoreline trail and marina, will be included. A National Wildlife Refuge has been established in the western portion of Alameda ~~Point~~West. Public parks and plazas will be dispersed throughout the island. Historical buildings and other historical resources, as well as focal points, will be maintained and showcased. The goal is to provide a family-friendly environment serving all members of the community of all age groups, including individuals with special needs, children, teens, and seniors. Figure ~~9-7~~ 9-6 illustrates the parks and open space in Alameda ~~Point~~West, and Figure ~~9-8~~ displays the Alameda ~~Point~~West Historic District, including historically significant, or contributing, buildings.

### *Guiding Policy: Open Space and Urban Habitat*

- 9.5.a Provide open space and recreational opportunities to serve new residents and employees of Alameda ~~Point~~West.

### *Implementing Policies: Open Space and Urban Habitat*

- 9.5.b Integrate parks and plazas into new development at Alameda ~~Point~~West.
- 9.5.c Provide for community recreation opportunities throughout Alameda ~~Point~~West.
- 9.5.d Establish a pedestrian- and bicycle-accessible perimeter shoreline trail throughout Alameda ~~Point~~West. Ensure that this trail is open year round, that the trail meets minimum multi-use trail standards, and that landscape treatment of the open spaces adjacent to the Estuary and the San Francisco Bay does not block distant views.
- 9.5.e Establish a public plaza at the marina that will serve as a focus for public uses on the waterfront.
- 9.5.f Pursue an aggressive tree-planting program at Alameda ~~Point~~West to bring it up to par with Alameda-wide forestation levels/standards.

### *Guiding Policy: Historic Resources*

- 9.5.g Preserve Alameda ~~Point~~West's Historic District, buildings, development patterns, and open spaces.

### *Implementing Policies: Historic Resources*

- 9.5.h Preserve to the greatest extent possible buildings within the Alameda ~~Point~~West Historic District (boundaries shown in Figure 9-8) to maintain the neighborhood and historic character.



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- 9.5.i — Provide a mechanism for timely and expedient reviews to ensure that contributing buildings in the Historic District are not left vacant and are managed in compliance with all applicable regulations.

~~*Care for contributing buildings of the NAS Historic District using the standards presented in the National Park Service Preservation Brief 31, Mothballins Historic Buildings.*~~

- 9.5.j — Preserve the historic sense of place of the Historic District by preserving the historic pattern of streets and open spaces in the area.

- 9.5.k — Minimize impacts on the architectural integrity of individual contributing buildings and structures.

- 9.5.l — Make every reasonable effort to incorporate compatible adaptive uses or uses for which the buildings were originally designed. Address impacts related to rehabilitation of historic buildings when proposals are submitted and tenants are selected. In addition, identify methods to eliminate hazardous materials (such as asbestos and lead paint), secure and protect vacant buildings, provide for fire detection and suppression, and correct deficiencies in access for people with disabilities with minimal impact on the buildings using the State Historic Building Code.

~~*Advise tenants and property owners within the Historic District of the financial tools and economic incentives that are available, including, but not limited to, the State Historic Building Code and Federal and State tax incentives for the preservation and adaptive rehabilitation of historic properties.*~~

- 9.5.m — Prepare design guidelines and specifications for new construction within and adjacent to the Historic District that ensures compatibility of new construction with the character of the Historic District.

## 9.6 HEALTH AND SAFETY

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State law requires a safety element to outline policies that will protect the community from both natural and human-induced disasters. Many of the Health and Safety policies applicable to Alameda ~~Point~~ West are common to other parts of Alameda as well, and are addressed in the Health and Safety Element. This section considers water quality and flooding hazards, fire hazards, environmental cleanup, and emergency management, in the specific context of Alameda ~~Point~~ West.

One of the greatest health and safety issues at Alameda Point concerns environmental cleanup of the former Naval base. Alameda ~~Point~~ West has been designated a federal Superfund site, which establishes the U.S. Environmental Protection Agency (EPA) as the lead agency for the coordination of cleanup of the site. A Federal Facilities Agreement has been signed between the Navy and the U.S. EPA in which the parties agree to a schedule and funding program for cleanup of the site.

Addressing Alameda ~~Point's~~ West flooding hazards and emergency management largely requires smooth integration of Alameda ~~Point~~ West into the City's existing programs and methods for dealing with these issues.

### WATER QUALITY AND FLOODING HAZARDS

#### *Guiding Policies: Water Quality and Flooding Hazards*

- 9.6.a Integrate the management of Alameda ~~Point's~~ West runoff management into the City's existing programs.
- 9.6.b Support improvement programs that address water quality, urban runoff and flooding.

#### *Implementing Policies: Water Quality and Flooding Hazards*

- 9.6.c Integrate Alameda ~~Point~~ West into the City of Alameda's Storm Water Management and Discharge Control Program.
- 9.6.d Require all proposed reuse activity in Alameda ~~Point~~ West to be in compliance with the Regional Water Quality Control Board storm water recommendations.
- 9.6.e Restrict the installation of water supply wells in the uppermost aquifer at Alameda ~~Point~~ West to reduce the potential use, or migration of, groundwater affected by the release of hazardous materials.
- 9.6.f Support development of a water-quality testing program for all existing water supply wells in Alameda ~~Point~~ West to determine the safe uses or appropriate discharge of pumped water.

- 9.6.g Support preparation of a Flood Insurance Study by FEMA to cover Alameda ~~Point~~West.
- 9.6.h Coordinate incorporation of Alameda ~~Point~~West into the City of Alameda Urban Runoff Program to reduce potential water quality degradation related to urban runoff.
- 9.6.i Identify and implement improvement programs to address periodic flooding at Alameda ~~Point~~West.
- 9.6.j Establish an assessment mechanism to provide for capital costs for construction, maintenance, and operation of urban runoff Best Management Practices and costs associated with inspection, monitoring, and reporting that could be incurred by the City in incorporation of the Alameda ~~Point~~West into the Urban Runoff Program.

## **FIRE HAZARDS**

### *Guiding Policy: Fire Hazards*

- 9.6.k Mitigate factors and conditions in Alameda ~~Point~~West that are conducive to fire hazards.
- 9.6.l Identify effective means of dealing with fire disasters should they occur.

### *Implementing Policies: Fire Hazards*

- 9.6.m Maintain and expand the City's fire prevention and fire-fighting capability into Alameda ~~Point~~West by establishing a station with two fire companies to service the emergency needs of all residents and businesses of the area.
- 9.6.n Extend Alameda's current level of emergency medical service into Alameda ~~Point~~West as reuse activities and residential buildout proceed.

## **ENVIRONMENTAL CLEANUP**

### *Guiding Policy: Environmental Cleanup*

- 9.6.0 Continue to support cleanup of contaminated lands.

### *Implementing Policies: Environmental Clean-up*

- 9.6.p Maintain information about contamination and clean-up activities and make the information available to the public.
- 9.6.q Require environmental restrictions (i.e., deed restrictions) regarding Marsh Crust/subtidal zone excavation and shallow groundwater use.

- 9.6.r Create a land use and construction permitting program that requires consideration of residual contamination. The permitting program should include:
- A means for tracking deed restrictions
  - A means for tracking remediation to help ensure that future land uses are compatible
  - A method for classifying land uses by exposure scenario
  - Identification of areas that might require special construction precautions
  - A system for ongoing communication with the environmental regulatory agencies.

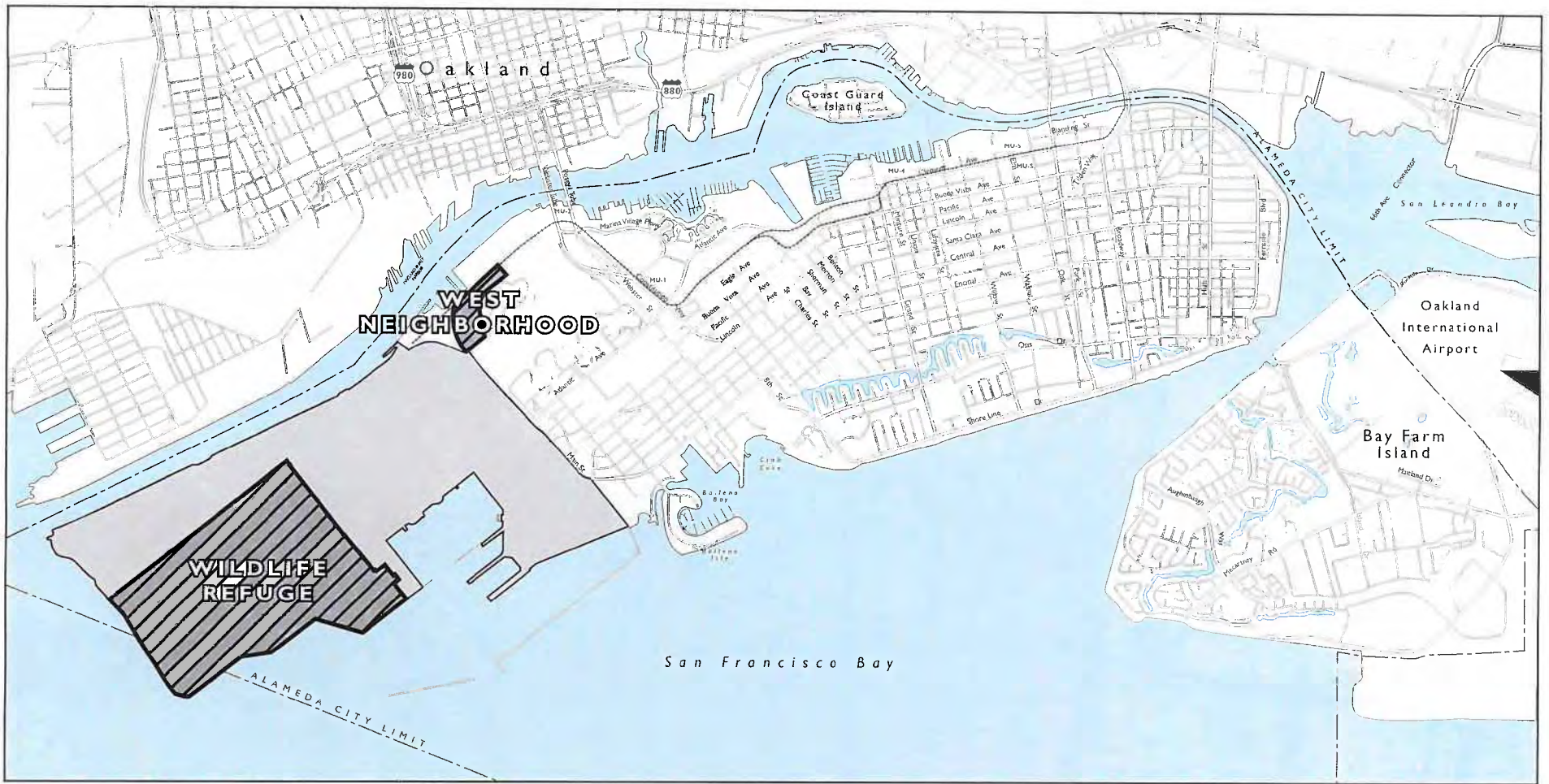
## **EMERGENCY MANAGEMENT**


### ***Guiding Policies: Emergency Management***

- 9.6.s Support integration of Alameda ~~Point~~West into the City of Alameda's Emergency Operations Plan.

### ***Implementing Policies: Emergency Management***

- 9.6.t Create and integrate provisions for emergency management in Alameda ~~Point~~West into the City of Alameda's Emergency Operations Plan.
- 9.6.u Identify "critical facilities" in Alameda ~~Point~~West area, as defined in Alameda's 1976 Safety Element, and integrate them to the City's existing "critical facilities" list and emergency provision plan.



- Alameda City Limit
-  Alameda West GPA Area

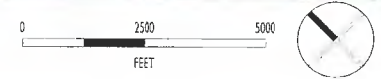




Figure 9-1  
**Alameda West Planning Boundaries**





 Medium-Density Residential

 Open Space/Habitat

 Alameda Point properties regulated under Chapter 11.

 Major Street

 Proposed Major Street

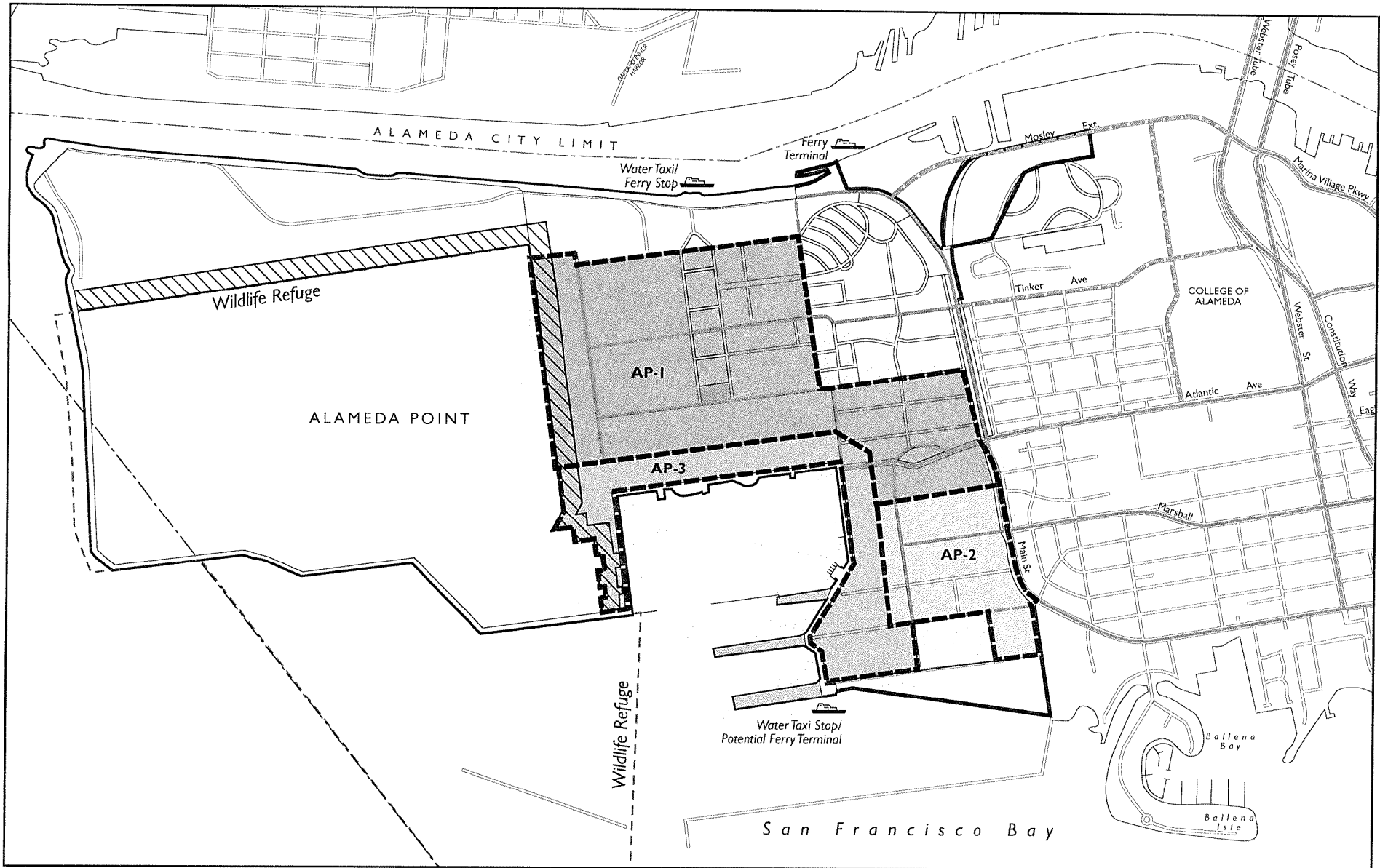
 Minor Street


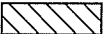



 Planning Subareas



Figure 9-2

# Proposed Alameda West General Plan Land Use

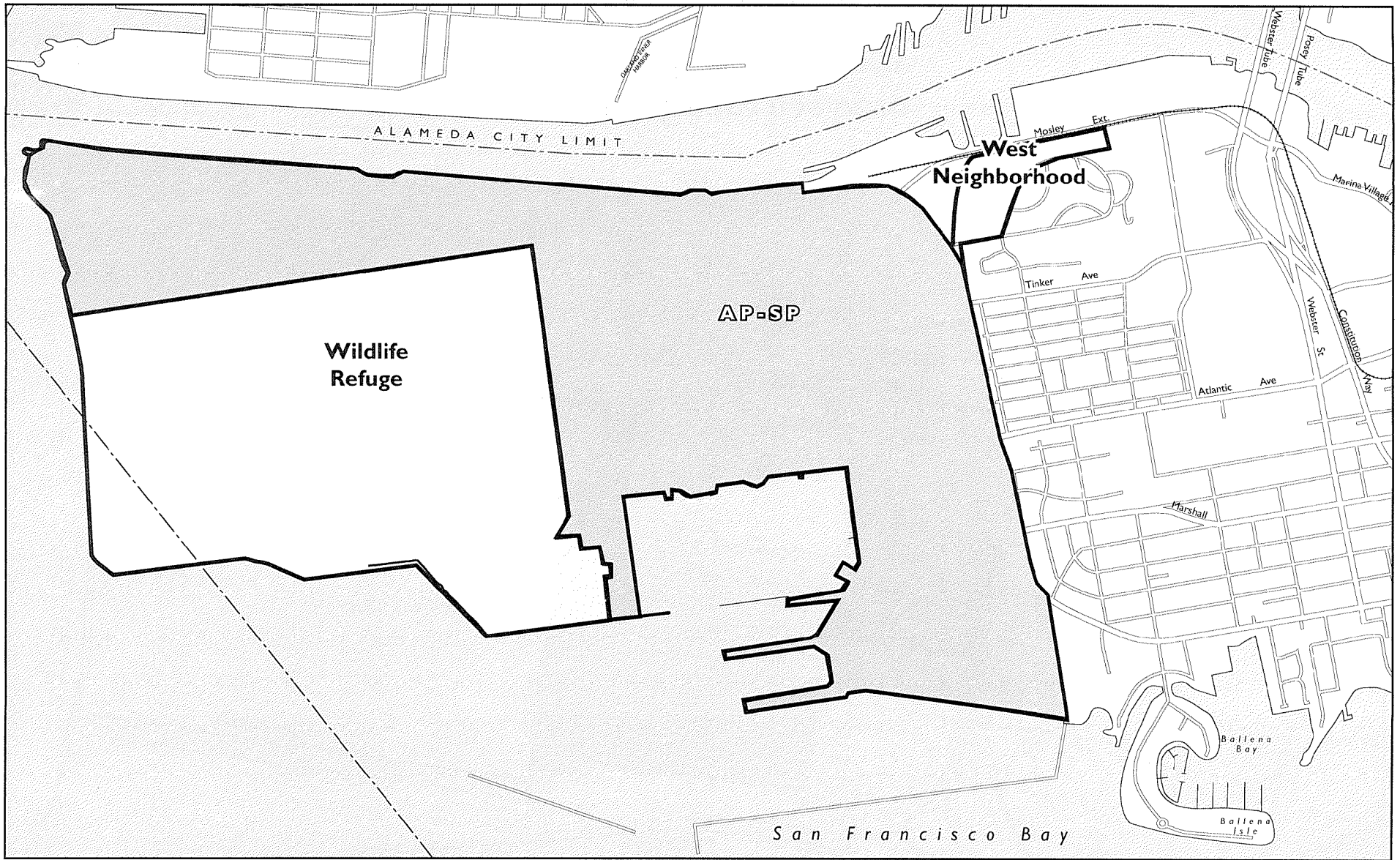




-  Alameda Point Mixed Use 1
-  Wildlife Refuge Impact Area
-  Alameda Point Mixed Use 2
-  Planning Area
-  Alameda Point Mixed Use 3

**This figure has been deleted in its entirety.**



*Figure 9-3*  
**Alameda Point General Plan Mixed Use Areas**



-  Alameda Point properties regulated under Chapter 11
-  Alameda West Sub-Areas

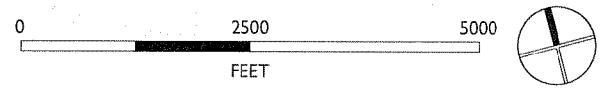
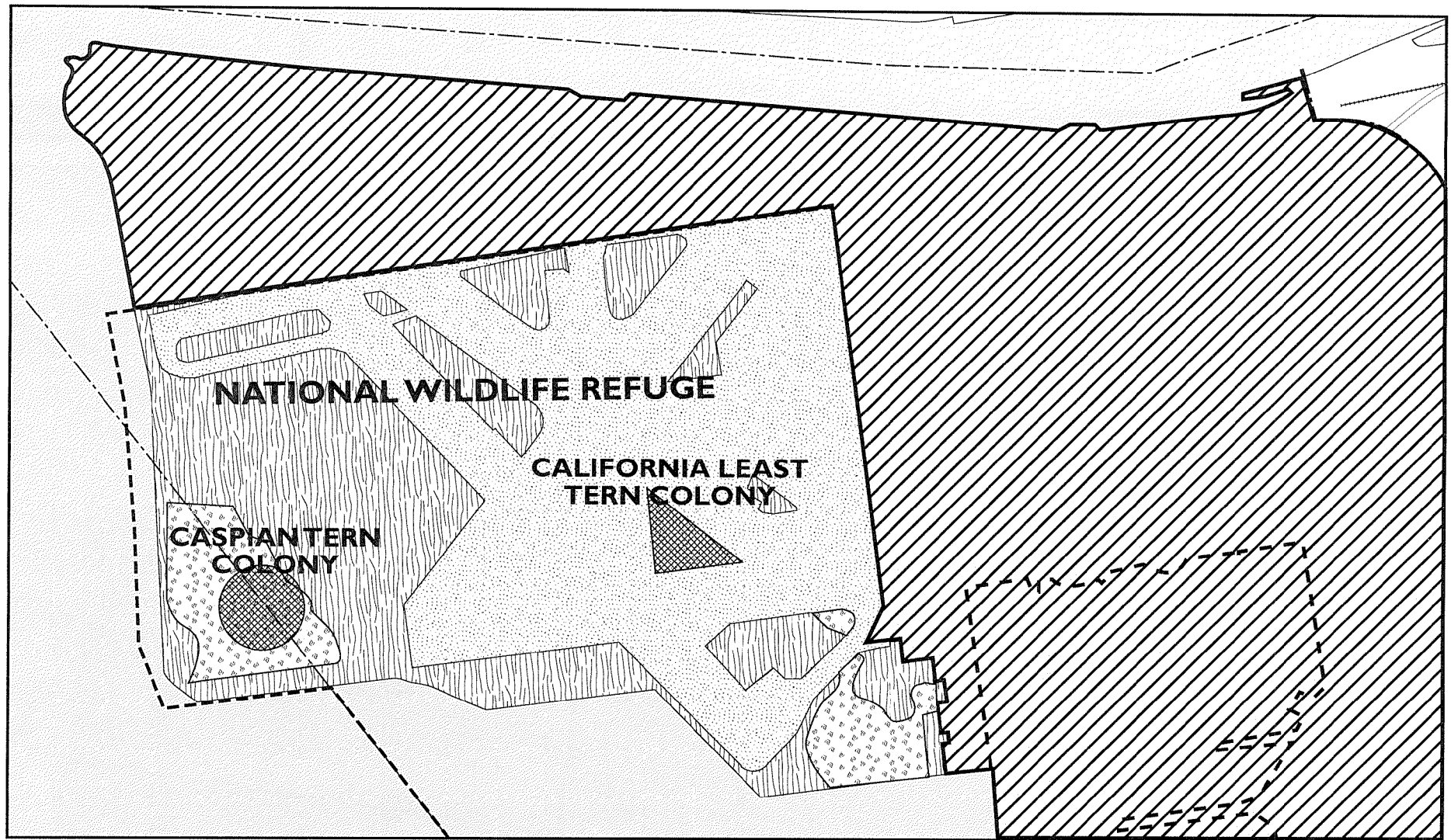

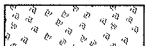

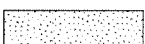
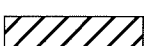


Figure 9-4  
**Alameda West Sub-areas**





Sources:  
 US Navy, *Natural Resource Management Plan*, Naval Air Station Alameda, USDA Soil Conservation Service, January 1986.  
 Dr. Chris Kitting, Biologist, CSU Hayward, 1990.  
 Sandy Wyllie Echeverria and Patrick J. Rutten, *Inventory of Eelgrass in San Francisco/San Pablo Bays*, National Marine Fisheries Service, Southwest Region, October 1989.  
 LSA, *Biological Report: Harbor Bay Ferry Terminal*, prepared for the City of Alameda, January 1990. Includes Figure 5, Proposed Ferry Approach Route (eelgrass bed locations derived from surveys), and Figure 8, Transect Locations, Pacific Aerial Photo of Ferry Approach Vicinity, June 1989.

-  Grassland
-  Wetlands
-  Nesting Colony
-  Airfield/Tarmac
-  Alameda Point properties regulated under Chapter 11

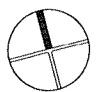







Figure 9-5  
**Alameda National  
 Wildlife Refuge**



-  Major Street
-  Proposed Major Street
-  Minor Street
-  Planning Area

 Alameda Point properties regulated under Chapter 11

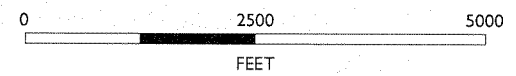
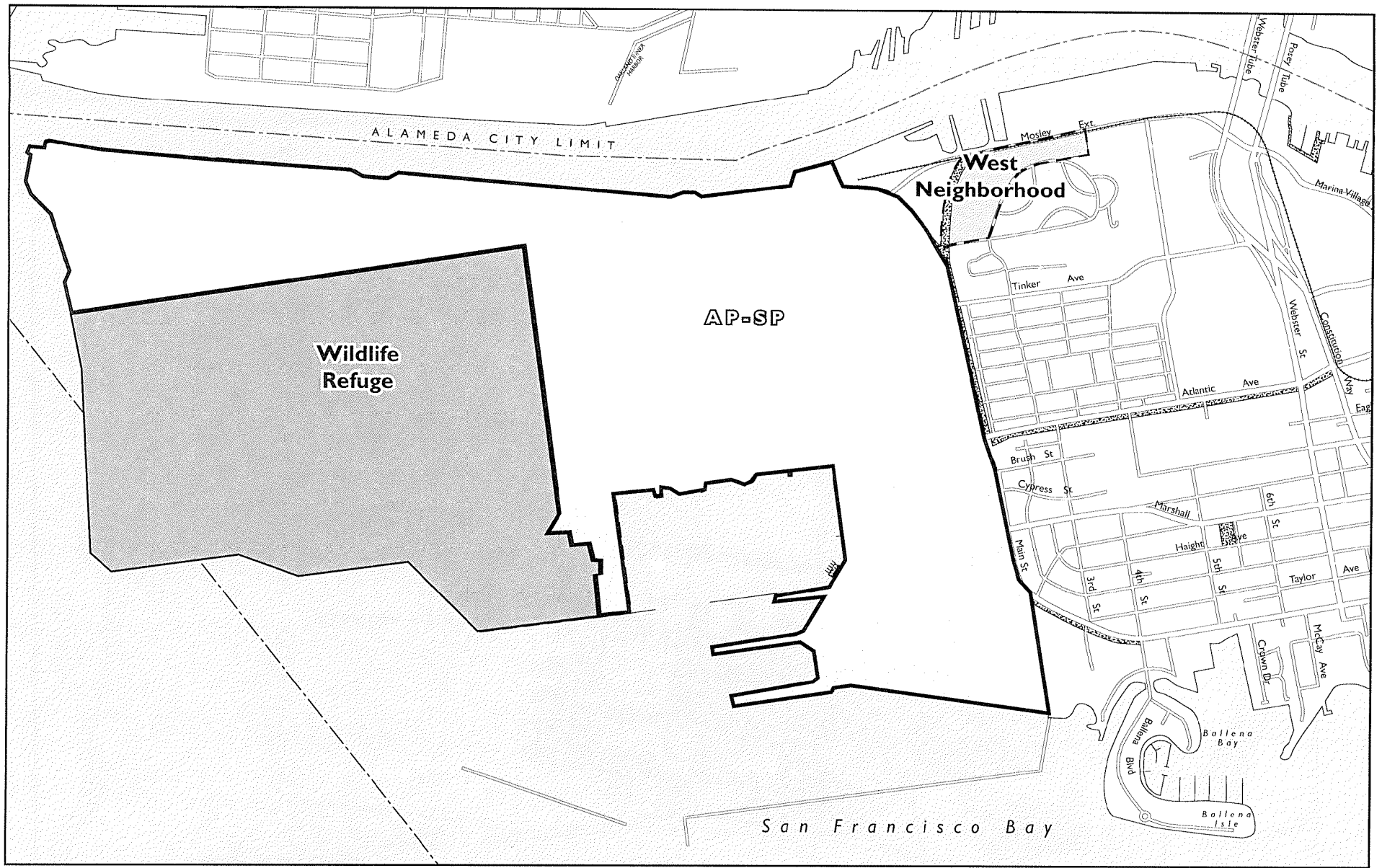





Figure 9-6  
Alameda West Street System



 Open Space/Habitat

 Alameda Point properties regulated under Chapter 11

 Planning Area

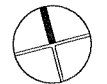
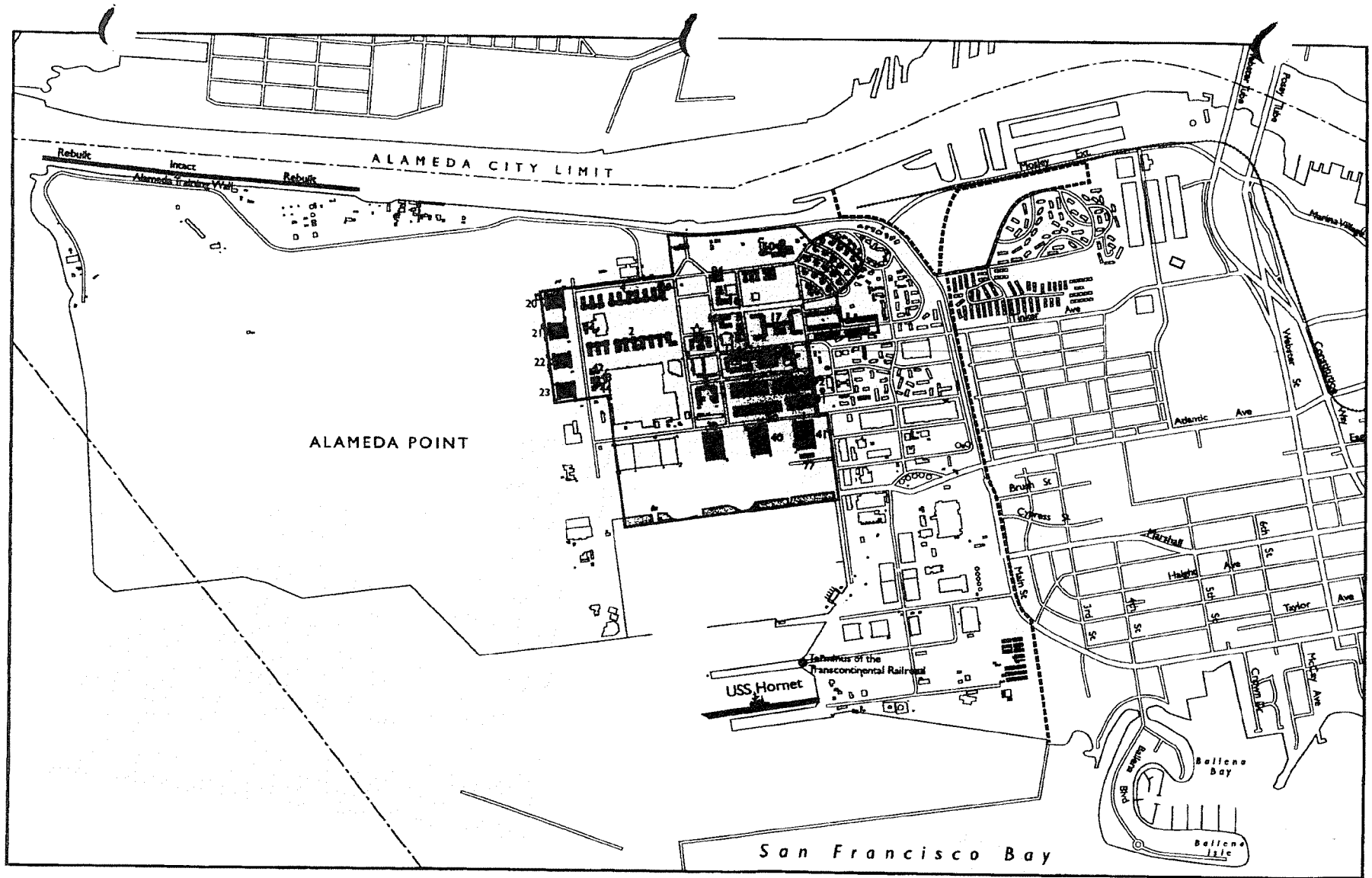


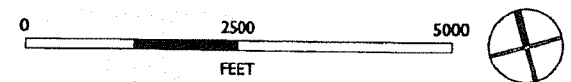


Figure 9-7  
Alameda West Parks and Open Space



- 22  Contributing Building
- ☆ Plaque: California Registered Historical Landmark
-  Alameda Point Historic District



**This figure has been deleted  
in its entirety.**

*Figure 9-8*  
**Historical Resources**  
June 2001

# EXHIBIT B

## **Exhibit B: Alameda Point Community Plan**

### **Chapter 11: Alameda Point Community Plan**

#### **11.1. Introduction and Purpose**

This Alameda Point Community Plan ("Community Plan") is a plan to redevelop a portion of the former Naval Air Station Alameda ("former NAS Alameda"). NAS Alameda was decommissioned by the United States government, acting through the Department of the Navy ("Navy"), in 1997. Pursuant to federal regulation, the Navy is expected to convey portions of the former NAS Alameda (described in this document as the "Plan Area" as further defined in Section 11.1.4. below) to the Alameda Reuse and Redevelopment Authority ("ARRA") in the near term. This Community Plan, when adopted by the voters of the City of Alameda as a new Chapter 11 to the General Plan, will provide the framework and General Plan (goals, policies and implementation measures) by which the City will implement redevelopment of the Plan Area as a transit-oriented development providing new jobs, homes, services, open space and recreation in a manner that takes advantage of the area's unique location and potential. Recognizing that the site is a distinct area of the island, this Community Plan provides both development policies and implementation measures tailored to the Plan Area.

##### **11.1.1. Summary of the Plan**

The intent of this Alameda Point Community Plan is to provide for the redevelopment of the Plan Area with a balanced mix of homes, workplaces and associated facilities that benefit future residents of the Plan Area and the City. The resulting neighborhoods will provide for compact, transit-oriented development, pedestrian-friendly streets, ample parks and open space, access to transit, and energy efficient infrastructure and services. Successful redevelopment of Alameda Point will include:

Seamless integration of Alameda Point with the rest of the City. Policies encourage development that is community-oriented and in keeping with Alameda's traditional character.

Fostering a vibrant new neighborhood. The Community Plan seeks to create new and energetic areas, encompassing a variety of uses. At the same time, policies in the Community Plan also seek to ensure that new development will not unduly impact surrounding neighborhoods.

Maximizing waterfront accessibility. With an emphasis on perimeter shoreline trails along the San Francisco Bay and Oakland Estuary, the Community Plan policies aim to provide a publicly accessible waterfront.

## **Exhibit B: Alameda Point Community Plan**

De-emphasizing the automobile and making new development compatible with transportation capacity. Policies promote the use of alternative modes of transportation – such as bicycles, shuttles, buses, ferries and water taxis – to reduce present and potential future traffic congestion.

Encouraging economic development. The envisioned long-term reuse of Alameda Point will result in replacement of jobs lost due to cessation of naval operations, and Community Plan policies are intended to foster economic growth and development that benefits the community at large.

Creating a mixed-use environment. The Community Plan policies promote a mixed-use approach that will allow for the development of transit-friendly neighborhoods with a strong pedestrian character that will foster development that is community-oriented. The Community Plan policies promote creation of a highly walkable neighborhood with nodes of compact development and connections between them, incorporating the tree-lined street character and grid pattern that is characteristic of a small town.

Establishing neighborhood centers. The Community Plan policies encourage mixed use neighborhood focal points in Alameda Point. One focal point should be the mix of civic, community, residential and commercial uses in and around the core of the Historic District. Landscaped common areas in this area should reinforce and encourage gatherings in historic settings that would be shared with other Alameda residents. A second focal point should center on a new ferry terminal at the Seaplane Lagoon, where higher density, mixed use uses would cluster. Various transit modes should serve residents, workers and visitors in this area. Similar to existing neighborhood business districts, the retail areas within this mixed use area should include neighborhood serving uses. Retail, including neighborhood and island serving retail, offices, personal or business services and dining uses in these hubs could be vertically integrated with housing and workplaces on upper floors.

Respect for history. In recognition of the long military history of the site, the Community Plan policies emphasize preservation and reuse of key historic resources within the Plan Area.

### **11.1.2. Consistency with General Plan**

Previously, General Plan Chapter 9 governed the applicable policies for the Plan Area as well as other portions of the former NAS Alameda. With the adoption of this Alameda Point Community Plan, the City's General Plan is amended by adding this new Chapter 11 to address solely the Plan Area. The former Chapter 9 will continue to govern lands outside the Plan Area previously governed by that chapter. This Community Plan is consistent with the General Plan.

## Exhibit B: Alameda Point Community Plan

As permitted by California Public Resources Code Section 21083.3(e), this Community Plan incorporates by reference all the mandatory elements of the citywide General Plan. Notwithstanding the foregoing, certain supplementary development policies and implementation measures are identified herein that are specific to Alameda Point.

The new General Plan land use designation for the Plan Area is "Alameda Point Specific Plan, or AP-SP."

### 11.1.3. Relationship to Other Plans

In addition to this Community Plan, other land use plans, jurisdictional agencies, laws and regulatory enactments that could affect and/or regulate future land uses at Alameda Point include the following:

- City of Alameda General Plan: establishes citywide land use and policy. This Community Plan is part of the General Plan and contains policies and recommendations that are focused on Alameda Point and are consistent with the remainder of the General Plan.
- Alameda Point Specific Plan: provides for the systematic implementation of the General Plan, including this Community Plan.
- Alameda Zoning Ordinance: has been amended to reflect a new zoning district for the Plan Area, "Alameda Point Specific Plan," so that the Alameda Point Specific Plan governs the development regulations of the Plan Area.
- United States Fish and Wildlife Service: a Biological Opinion will be required to identify mitigation based on the identification of habitat of the endangered California Least tern and the endangered California brown pelican to the west of the Plan Area.
- California State Lands Commission: regulates permitted land uses on land designated or to be designated as public trust lands in the Plan Area and will implement the trust exchange contemplated by the NAS Alameda Public Trust Exchange Act.
- San Francisco Bay Conservation and Development Commission: requires permits and consistency with Bay Plan policies for activities along the Bay shoreline.
- Community Improvement Plan for the Business and Waterfront Improvement Project: identifies improvement plans for a small portion of land in the northeast corner of the Plan Area.
- Alameda Point Community Improvement Plan for the Alameda Point Improvement Project: identifies improvement plans for the Plan Area.



## **Exhibit B: Alameda Point Community Plan**

### **11.1.4. Description of Alameda Point Plan Area**

The Plan Area occupies approximately 918 acres of uplands and 166 acres of submerged lands at the western end of the City of Alameda, California as shown in *Figure 11-1: Plan Area* (referred to as the "Plan Area" or "Alameda Point"). The uplands portion of the Plan Area extends across the lands between the Oakland Alameda Estuary on the northern edge of the island and the San Francisco Bay on the southern boundary and spans from the northwestern tip of the island to its eastern boundary at Main Street. In addition, the Plan Area includes submerged lands within and adjacent to the Seaplane Lagoon totaling 166 acres.

### **11.2. Land Use Element**

Two mixed use districts are established within the Community Plan. The AP-PMU - Preservation Mixed Use neighborhood occupies much of the north side of the Plan Area and extends down the historic north-south axis of existing buildings and public spaces to the Seaplane Lagoon. The primary intent of the AP-PMU district is to facilitate reuse and preservation of key historic buildings and places by permitting a wide mix of uses, including compatible new construction. Civic uses should be accommodated in this district. The second mixed use area is the AP-MU - Mixed Use hub along the extension of Atlantic Avenue, which will surround the new ferry terminal. In this area, greater density and a mix of uses may be created and retail uses fronting onto the Seaplane Lagoon and street frontages are encouraged.

Around these two districts are located a series of neighborhoods connected by radial, tree-lined boulevards and local parks. These neighborhoods should provide a wide range of housing types. Retail, cafes, and restaurants oriented toward the lagoon should be encouraged in the buildings fronting the Seaplane Lagoon.

Commercial and business park uses in new and existing buildings are proposed in specific portions of the Plan Area to create jobs for the community and to help support jobs/housing balance in the City. A marina with modern support facilities is encouraged in the Seaplane Lagoon to help satisfy local and regional demand for waterfront uses. The quality and quantity of public open space and active and passive recreation opportunities should be augmented by improving waterfront access, parks, trails, and plazas throughout the Plan Area.

## Exhibit B: Alameda Point Community Plan

The General Plan land use designation for the Plan Area is "Alameda Point Specific Plan" ("AP-SP"). *Figure 11-2: Alameda Point General Plan Land Use* shows the locations of the various land use districts established by this Community Plan, all of which carry the appellation "Alameda Point" ("AP"). These classifications are adopted as General Plan policy. The legend on *Figure 11-2* describes the overall land use program goals.

A statement of the standards of building intensity and population density recommended for the various districts and other territory covered by the Community Plan is summarized on *Table 11-2: Alameda Point General Plan Land Use*. Total population estimates are derived by using U.S. Census data for the City, which establishes a household average size of 2.35 persons per household. The average size per household is then multiplied by the maximum number of residential units permitted in each district to determine the estimated population density.

**Table 11-2: Land Use Summary  
Alameda Point**

LAND USE DISTRICT	Acres	Residential Units	Density Per Net Acre	Square Feet of Non-Residential	Population Density
AP-PMU: Preservation Mixed Use	133.4	309	4.1-17.0 du/a	635,000	726
AP-MU: Mixed Use	28.7	1,248	30.1-70.0 du/a	182,000	2,933
AP-RM: Residential Medium	127.1	1,265	4.1-17.0 du/a	17,000	2,973
AP-RMH: Residential Medium High	40.0	923	17.1-30.0 du/a	--	2,169
AP-RH: Residential High	27.1	1,100	30.1-70.0 du/a	22,000	2,585
AP-C: Commercial	13.1	--	--	800,000	--
AP-BP: Business Park	63.4	--	--	1,715,000	--
AP-PT: Public Trust (Unsubmerged Lands)	350.2	--	--	421,000	--
AP-PT: (Submerged Lands)	166	--	--	--	--

Note: This table represents the maximum build-out for the Plan Area. While development intensities have been assigned to each district, the development intensity can be moved from one district to another to optimize development opportunities.

## **Exhibit B: Alameda Point Community Plan**

The redevelopment of the Plan Area is expected to occur over many years and during varying economic cycles. The City will need to be responsive and flexible to market conditions and changes in market demand, phasing, development techniques and other factors. The City should allow for variations in size, configuration and development program for each land use district designation to allow for transfers of residential and commercial density within the Plan Area and density bonuses, where permitted by State and local law. Changes in the use and minor changes in land use district boundaries within the Plan Area are permitted, so long as the mandates of the California Environmental Quality Act are satisfied and a process is established for City review and approval.

### **11.2.1. Land Use Districts**

The remainder of this section describes the character of each land use district. In each district, parks and open space should be permitted.

#### **11.2.1.1. Alameda Point - Preservation Mixed Use (AP-PMU)**

The central portion of the AP-PMU served as the administrative and industrial core of the former NAS Alameda during its heyday. This area will remain a central point of activity, and its redevelopment will prioritize the reuse and preservation of historic buildings and landscapes. It is envisioned to be a mixed-use area with an emphasis on providing adaptive reuse and compatible new construction to accommodate civic uses, housing, recreation, education, and various commercial and light industrial uses. The intent in the AP-PMU area is to maximize the uses permitted in this area to incentivize redevelopment of existing historic resources. To encourage reuse of historic structures, the City shall provide incentives for redevelopment of such resources. A portion of the AP-PMU area adjacent to the Seaplane Lagoon and the central north-south spine is within lands identified as being subject to the public trust following exchange, and therefore permitted uses in this area should be uses allowed by the NAS Alameda Public Trust Exchange Act. The eastern portion of the AP-PMU formed the residential area of the former NAS Alameda, and like the civic core discussed above, its redevelopment will prioritize residential reuse of historic buildings, such as some of the "Big Whites", which are spacious, historic homes previously occupied by higher-ranking Navy personnel. This neighborhood is an existing residential area that will continue with a major residential-use emphasis.

#### **11.2.1.2. Alameda Point - Mixed Use (AP-MU)**

In the second mixed-use district (AP-MU) that surrounds the proposed location for the new ferry terminal, retail and dining establishments oriented towards the Seaplane Lagoon and to the roadways

## **Exhibit B: Alameda Point Community Plan**

are encouraged. This transit hub location is the most suitable location for high-density residential, offices, commercial entertainment, retail sales and services. In this district, vertically integrated uses would be an effective use of the land, with active uses on the street frontage. Outdoor cafes and similar storefront uses that activate the sidewalk are appropriate.

### **11.2.1.3. Alameda Point - Residential Medium (AP-RM)**

In the AP-RM district, permitted uses include single-family detached or clustered homes, duplexes, triplexes and large townhomes or condominiums. Residential neighborhoods at the western border of the Plan Area should recognize the presence of the endangered California Least tern and California brown pelican on adjacent property.

### **11.2.1.4. Alameda Point - Residential Medium High (AP-RMH)**

In the AP-RMH district, primary uses include single-family detached or clustered homes, duplexes, triplexes and live-work units. Consistent with the City's obligation to serve the homeless, help women and children in need, and support veterans in transition, the existing supportive housing facilities are permitted in this category. To support the mixed-use goals of the Plan Area, retail and restaurant uses should also be allowed.

### **11.2.1.5. Alameda Point - Residential High (AP-RH)**

In the AP-RH district, permitted uses include multiple-family workforce housing, apartments and condominiums. To support the mixed-use goals of the Plan Area, retail and restaurant uses should also be allowed.

### **11.2.1.6. Alameda Point – Commercial (AP-C)**

In the AP-C district, permitted uses include a variety of commercial and retail uses. Residential uses may also be conditionally permitted in the AP-C district.

### **11.2.1.7. Alameda Point – Business Park (AP-BP)**

In the AP-BP district, permitted uses may include research, offices, laboratories, multi-tenant, storage, light manufacturing and assembly, maritime industry and services, multi-tenant, vocational schools, government facilities, warehousing and/or distribution uses with ancillary office space. Potential uses include scientific, technical and research oriented industries such as in the fields of electronics, aerospace, biotechnology and computer hardware and software. An existing power sub-station may be

## **Exhibit B: Alameda Point Community Plan**

relocated to this area. Live/work units may be permitted and other residential uses may be conditionally permitted in the AP-BP district.

### **11.2.1.8. Alameda Point - Public Trust (AP-PT)**

This designation applies to several sites within the Plan Area, including the upland edges of the Seaplane Lagoon, Enterprise Park along the Bay's edge, the regional Sports Complex site and the Northwest Territories. See *Figure 11-3: Parks and Open Space* where the locations of these proposed uses are illustrated. The AP-PT district also encompasses the waters, piers and submerged lands in and around the Seaplane Lagoon.

The AP-PT district should be designed so that land uses on real property within the district will be consistent with the Naval Air Station Alameda Public Trust Exchange Act, after the completion of the land exchange contemplated therein. Shoreline public access shall be provided in all AP-PT areas and marina uses are encouraged at the Seaplane Lagoon.

Approximately 60 acres within the AP-PT district is intended for a Sports Complex to meet growing regional and citywide recreational needs and to provide better access to the waterfront for residents. Indoor and outdoor active and passive recreation facilities are permitted in this district. The scale of the facility should allow Alameda to host citywide and regional tournaments in a number of sports.

Development in the Northwest Territories should consider the effects on any protected birds and other species.

### **11.2.2. Guiding Policies: Land Use**

- Create a new transit-oriented Alameda neighborhood with civic and community-oriented amenities.
- Place new land uses within a network of new streets, transit systems and parks that provides connectivity with adjoining areas and has a high level of accessibility via a variety of transportation modes.
- Consider the need for affordable housing and childcare.
- Encourage higher density residential development in the vicinity of the multi-modal transit centers, along with parks and community serving businesses and institutions, such as child care and family

## **Exhibit B: Alameda Point Community Plan**

child care homes, in order to promote accessibility via alternative modes of transit to de-emphasize the automobile.

- Provide diverse and creative thematic styles to achieve distinctive neighborhoods.
- Diversify the City's parks, recreation and open space opportunities, especially along the shoreline.
- Consider Alameda's job/housing balance by contributing to job growth.
- Incorporate sustainable design principles.
- Ensure that development is consistent with State and federal laws, regulations and agreements pertaining to the protection of species and habitat.
- Encourage clustered and pedestrian- and bicycle-friendly development, in conjunction with greenways and open space.
- Honor commitments to the Homeless Collaborative, while developing transition plans to provide for appropriate, cost-effective, long-term redevelopment solutions.

### **11.2.3. Implementation Measures: Land Use**

- Maintain overall development in Alameda Point in accordance with *Table 11-2 Land Use Summary* while permitting flexibility in the location and mix of development types within Alameda Point, provided that the development types are consistent with the overall goals of the Community Plan.
- Establish a Specific Plan for Alameda Point that regulates future development consistent with the development intensity and density shown in *Table 11-2 Land Use Summary*.
- Create mixed-use development that locates service-oriented uses near residences and offices.
- Reuse a portion of the existing buildings in the AP-PMU district for civic uses such as fire station, community center and post office.

## **Exhibit B: Alameda Point Community Plan**

- Create a transit terminal that facilitates travel by ferry, shuttle, bus, bicycle and on foot to de-emphasize automobile usage.
- Construct a Sports Complex with recreation facilities and amenities for use by local residents and the region.
- Encourage uses that generate pedestrian traffic.
- Develop a perimeter trail along the north and west boundaries of the Northwest Territories, consistent with requirements of appropriate regulating agencies.
- Observe appropriate boundaries and restrictions on Public Trust land, including housing prohibitions.
- Encourage and support the development of community-based cultural and other facilities such as places of worship, childcare, youth activity centers, and senior activities.
- Consider and respect view corridors in design criteria and development.
- Explore the feasibility of creating an outdoor site for cultural celebrations, ceremonies, and exhibitions.
- Create neighborhood centers with supporting uses such as retail and local serving office and civic uses in mixed-use neighborhood centers.
- Educate boat owners and users of the marina about restrictions to Breakwater Island and install signs that warn boaters about the sensitivity of the wildlife at and around Alameda Point and about prohibitions for disturbing protected species.
- Provide signs, pamphlets, public education and outreach activities advising boaters and marina users to eliminate any discharges or pollutants to receiving waters.
- Allow for flexibility in land uses over the Northwest Territories that is consistent with the Public Trust.

## **Exhibit B: Alameda Point Community Plan**

- Handle the disposal of solid and liquid waste consistent with the existing General Plan policies.
- Once flood plain mapping by the Federal Emergency Management Agency is complete, the City will identify and review annually those areas of the plan that are subject to flooding in accordance with applicable law.
- As applications for development of public and private projects are processed by the City for approval, the City may implement appropriate measures to accommodate floodwater for purposes of groundwater recharge and stormwater management.

### **11.3. Transportation and Circulation Element**

The success of Alameda Point's transportation system depends increasingly on alternative modes of transportation within the Plan Area, throughout the City, and between Alameda and Oakland. The existing circulation system within Alameda Point consists of a network of roadways, pathways and parking lots in open space developed in the mid-1900s for the former NAS Alameda. AC Transit has bus stops in former NAS Alameda and provides limited service. As the population grows, transit services must be greatly expanded. The major thoroughfares and transportation routes into and out of Alameda Point are Main Street, Stargell Avenue, Atlantic Avenue and Pacific Avenue.

As shown in *Figure 11-3: Alameda Point Circulation Plan*, Alameda Point's major thoroughfares and transportation routes reinforce the City's traditional street layout, a primary grid pattern of streets with variation allowing for smooth traffic flow, specialized land use patterns, and landscaping opportunities. This pattern of development, along with policies intended for neighborhood traffic management should result in a safe and comfortable pedestrian, bicycling, transit, and automobile environment. Alameda Point's street system also should be integrated with the surrounding neighborhoods. In addition, transportation policies in Alameda Point should provide for truck access, preserve vistas, accommodate the needs of transit users, pedestrians, and bicyclists, and offer adequate vehicular access to and within Alameda Point without unduly impacting existing neighborhoods. In response to these issues, transportation policies should address Alameda Point's transportation needs in terms of street system improvements, gateways, transit, pedestrian and bike routes, roadway vistas, and movement of goods.

The transportation system should provide a hierarchy of streets that link and serve all Alameda Point land uses and connect with the adjoining city street system. Alameda Point should incorporate the



## **Exhibit B: Alameda Point Community Plan**

tree-lined street character and grid pattern characteristics of the existing City and should consider street standard designs which reflect a small town feel. Designated thoroughfares and trucks routes should not impose unnecessary traffic volumes on nearby existing residential streets. Trail systems in Alameda Point open space areas should link uses internal to the Plan Area with major public shoreline open space, as well as citywide trails and bike routes.

Alameda Point should be served from its inception by shuttles and/or buses that link the Plan Area with the rest of Alameda and with the 12th Street BART station. The City should work with appropriate governmental agencies to permit a new multi-modal ferry terminal and transit hub at the Seaplane Lagoon, accommodating alternative modes of travel such as shuttle/bus or car-share. Pedestrian access from residences and workplaces to a multi-modal transit terminal shall be a high priority. Monitoring and coordination of transit services should be managed on an ongoing basis.

### **11.3.1. Guiding Policies: Transportation and Circulation**

- Promote street connectivity within Alameda Point and with the surrounding neighborhoods.
- Design transportation improvements to anticipate future growth and minimize traffic congestion.
- Seek to meet the needs of all users of streets, roads and highways for safe and convenient travel in a manner that is suitable to the urban context of the Community Plan.
- Facilitate ferry, bus, pedestrian and bicycle travel for work and for recreation.
- Provide pedestrian-friendly streetscapes.
- Create a safe and efficient network of vehicular and non-vehicular travel routes and design streets to calm traffic.
- Provide multiple ways and means to encourage uses of alternative modes of travel and to de-emphasize use of private automobiles.
- Create entryways that include public art, maximize views, create connections to surrounding uses, and reflect Alameda's island character.

## **Exhibit B: Alameda Point Community Plan**

- Optimize the use of transit and other alternative modes of transportation in all development at Alameda Point by increased accessibility to local and regional transit systems and ensuring safe and reliable transportation alternatives.
- Integrate pedestrian and bicycle uses into the design of the roadway system and fabric of neighborhoods.

### **11.3.2. Implementation Measures: Transportation and Circulation**

- Continue the existing primary grid of the City of Alameda in all new development.
- Require roadway improvements that allow acceptable levels of service of future traffic levels within the Alameda Point local roadway system.
- Reduce vehicle trips to and from Alameda Point that must use the Webster/Posey tubes by providing alternative travel modes and connections to the regional transportation system.
- Incorporate traffic calming techniques into roadway design at Alameda Point to help maintain appropriate vehicle speeds of 25 miles per hour or less.
- Consider providing way-finding information services at the multi-modal terminal.
- Initiate a bike sharing, ride-sharing and car-pooling program and vanpools sponsored by employers.
- Establish premium parking for rideshare, carpool, vanpool and car-share users at appropriate locations.
- Evaluate the use of neighborhood parking permits, and parking pricing strategies that encourage transit use.
- Preserve view corridors in the layout and landscaping of the roadway system, particularly along the waterfront.
- Consider aligning roadways to frame important views.

## **Exhibit B: Alameda Point Community Plan**

- Create entry features to all entryways of Alameda Point through use of signage, landscaping, or landmarks that announce Alameda Point's unique character.
- Design the entry of Pacific Avenue to create views and connections to the Seaplane Lagoon.
- Emphasize the design of water taxi and ferry terminal entrances at both the north and south waterfronts to establish connections to destinations in Alameda Point that can be reached by walking, bicycles or transit, that reflect the island character and pedestrian-friendly environment of Alameda.
- Expand water transportation by establishing a water taxi or ferry in the Seaplane Lagoon with potential destinations including San Francisco, Angel Island, Treasure Island and Alcatraz.
- Establish truck routes within the Plan Area that are consistent with the proposed location of major thoroughfares.
- Redesign West Atlantic Avenue to include a landscaped transit corridor for buses, jitneys, or future light-rail development.
- Explore feasibility of establishing shuttle service to the ferry terminal(s), other key locations on the island and Oakland BART stations.
- Develop and implement design guidelines and standards to assure that new development at Alameda Point facilitates transit use and consult with AC Transit to assure that roadway improvements at Alameda Point are transit compatible.
- Create innovative new funding mechanisms to subsidize transit service operations at Alameda Point.
- Develop a transit center at Alameda Point to facilitate efficient transfers between transportation modes and enhance regional transportation connections.
- Provide a system of connections for pedestrians and bicyclists including sidewalks, crosswalks, bike lanes and multi-use paths connecting residential, schools, parks, transit stops, employment, commercial sub-areas, and other areas of community activity on Alameda Point.

## **Exhibit B: Alameda Point Community Plan**

### **11.4. Housing Element**

This Community Plan provides the framework for an economically and socially diverse community by providing a range of housing styles, tenancy types and prices. As provided above, California Public Resources Code Section 21083.3 allows a Community Plan to reference elements of the citywide General Plan to satisfy the mandatory elements of a Community Plan. The Alameda Point Community Plan is consistent with the Housing Element of the City's General Plan and reference to the Housing Element is appropriate to satisfy the applicable requirements for a Community Plan. Notwithstanding the foregoing, certain supplementary development policies and implementation measures are identified below to illustrate how the Plan Area satisfies existing Housing Element policies and goals.

#### **11.4.1. Affordable Housing**

Alameda Point should incorporate affordable housing by incorporating a mix of housing types, efficient land use and supporting amenities. New affordable housing units should be reasonably dispersed throughout the phases of development, and may include exclusively affordable buildings. Affordable housing should be constructed so that it is coordinated with the overall residential construction program.

During the base reuse process, the City made a long term commitment to a collaborative of advocates for the homeless, women and children in need, and veterans. At the present time, a collaborative of former homeless residents, staff and volunteers occupy buildings in the Plan Area. Also on-site is a facility for families in need as well as a housing program with homes and single beds for veterans in transition. A more efficient, consolidated land use program is intended to accomplish the objectives of the original commitment and also achieve the City's overall redevelopment goals. A new group of facilities to serve the homeless population, help women and children in need, and support veterans in transition should be pursued.

#### **11.4.2. Guiding Policies: Housing**

- Increase the potential housing stock in the City by providing an array of new housing types, including multi-family housing; disperse housing units for all income levels in the Plan Area.
- Design new affordable housing to be comparable in exterior appearance and overall quality of construction to market rate units.

## **Exhibit B: Alameda Point Community Plan**

- Construct affordable housing concurrently with the overall residential construction program.
- Ensure that housing opportunities are available to households of all income levels throughout Alameda Point.
- Recognize the need for group housing and housing for persons with special needs or desires, including senior housing, congregate care for the elderly, single-room occupancy hotels, and housing with supportive services.

### **11.4.3. Implementation Measures: Housing**

- Adopt a Specific Plan that allows for various residential building intensities.
- Encourage high density development within ¼ mile of the ferry terminal and transit hub.
- Apply state law reforms and incentives described in Government Code Section 65582.1, including density bonuses as permitted by Government Code Section 65915.
- Apply fair housing practices in the sale, rental and advertising of housing units.
- Encourage the Community Improvement Commission to fully program available housing fund tax increment within the Plan Area to promote conservation, financing and affordability of affordable housing within the Plan Area.
- Allow for adaptive reuse to encourage a variety of housing types.

### **11.5. Open Space and Conservation Element**

The Plan Area at present is an underutilized former military base adjacent to the Oakland Estuary and San Francisco Bay. The Plan Area incorporates the Seaplane Lagoon. Open space consists of lawn and landscaped areas that receive basic maintenance. Much of the Plan Area is paved with little landscaping or open space value. Some playing fields are in current use adjacent to the old Bachelor's Enlisted Quarters, as well as at the base's former sports facilities along the Estuary and near the southern Bay shoreline. The Plan Area is primarily constructed on imported fill and has low potential

## **Exhibit B: Alameda Point Community Plan**

for archeological resources and low value for natural habitats. Historic resources are located in the Plan Area.

The General Plan's Open Space and Conservation Element policies regarding Alameda and its relationship to San Francisco Bay waters, tidal areas and related uplands as well as water quality and water conservation apply to Alameda Point. As stated above, those provisions are referenced and apply as permitted by Public Resources Code Section 21083.3. Specialized urban open space, certain historic resources, natural resources, and focal points should be preserved throughout Alameda Point. Development should include a full array of active and passive recreational opportunities.

### **11.5.1. Conservation and Development of Open Space and Natural and Cultural Resources**

#### **11.5.1.1. Open Space**

Public parks and plazas should be dispersed throughout the Plan Area. *Figure 11-4: Parks and Open Space* illustrates the proposed parks and open space in Alameda Point. Water facilities, including shoreline trails and a marina, should be included.

#### **11.5.1.2 Waterways, Harbors, Fisheries**

Areas of the Alameda Point shoreline which are subject to Public Trust will be reserved for uses consistent with the AP-PT district designation.

### **11.5.2 Historic and Archeological Resources**

Preservation and reuse of historic resources should be concentrated in the AP-PMU. The Plan Area includes an historic district determined to be eligible for the National Register for Historic Places. *Figure 11-5: Alameda Point Historic Resources* displays the current Historic District, including contributing buildings. The boundaries and resources of the historic district may be revised through the final National Historic Preservation Act Section 106 Consultation to be completed prior to the Navy transfer of the property. The Plan Area is primarily on fill lands and archaeological resources are not likely to be present within areas to be disturbed for construction in the Plan Area.

The Community Plan recognizes the important role of the former NAS Alameda in the City's history and encourages reuse of historic buildings, structures, open space, and landscape elements on the base in order to promote the City's cultural, educational, and economic vitality today and for future generations.

## **Exhibit B: Alameda Point Community Plan**

The Community Plan identifies the AP-PMU district as the primary location for the preservation and reuse of buildings, structures, landscapes, and views. It contains the cross-axial open space at the heart of the Historic District around which historic buildings are arrayed. Outside the AP-PMU, the Community Plan requires incentives for reuse, but anticipates that demolition and new construction will take place. Thus, while preservation and reuse is a focus of the Community Plan, in designating certain areas for new construction, the Community Plan recognizes that rehabilitation and/or repair of all historic resources within the former NAS Alameda is not feasible and that certain portions of the base must be redeveloped in order to permit revitalization.

### **11.5.3. Natural Resources**

Natural resources should be protected in the Plan Area, as discussed below.

### **11.5.4. Water**

The General Plan's Open Space and Conservation Element policies regarding Alameda and its relationship to San Francisco Bay waters, tidal areas and related uplands as well as water quality (see Section 11.6) and water conservation apply to Alameda Point and are incorporated herein. With respect to water supply, water conservation is encouraged in development of the Plan Area, including incorporation of policies that promote the use of recycled water. Current land uses in Alameda Point rely on water supplied by the East Bay Municipal Utilities District ("EBMUD"). EBMUD is planning and implementing the East Bayshore Recycled Water Project which will provide for the delivery of recycled water to the Plan Area.

### **11.5.5. Minerals**

The majority of the Plan Area is formed with fill. The December 2002 Alameda Point General Plan Amendment EIR prepared by LSA Associates, Inc. ("2002 General Plan EIR") states that there are no minerals of significance in the Plan Area, as indicated by the State Department of Mines and Geology.

### **11.5.6. Wildlife Species and Wetlands**

A 1999 Biological Opinion issued by the United States Fish and Wildlife Service found evidence of protected species in areas adjacent to the Plan Area but not within the Plan Area itself. Prior to transfer of the former NAS Alameda by the Navy, additional biological assessment will be required by the United States Fish and Wildlife Service. Certain protected marine species may also be present in the waters adjacent to and forming the submerged lands of the Plan Area. Biological assessments of the Plan Area prepared in connection with the 2002 General Plan EIR found that the upland areas of the

## **Exhibit B: Alameda Point Community Plan**

Plan Area did not host protected habitat or species but did identify certain wetland areas within the Northwest Territories and in areas adjacent to the Plan Area.

### **11.5.7. Other Natural Resources**

Section 5.5 in the Open Space and Conservation Element discusses climate and air quality, as it pertains to the island of Alameda as a whole. Land use policies in Sections 11.2 and 11.3 above emphasize transit usage and transportation management and the creation of a balance of jobs and housing. Water conservation, energy and sustainability are described in this Section 11.5 and in Section 11.8 below, all of which would further the Guiding Policies and Implementation Measures for climate and air quality in the Open Space and Conservation Element.

### **11.5.8. Guiding Policies: Open Space and Conservation**

- Create an open space framework for the entire Plan Area that incorporates parks, plazas and open space including waterfront access. Provide a family-friendly environment serving all members and age groups of the community including individuals with special needs, children, teens, and seniors.
- Make neighborhood parks the anchors for residential areas.
- Activate the waterfront edges with public open space.
- Provide local and citywide recreational facilities.
- Provide recreational amenities within walking distance of residents' homes.
- Integrate uses and vehicular routes with pedestrian and bicycle trail systems.
- Provide for community recreation opportunities throughout Alameda Point.
- Encourage historic preservation of buildings, scenic views and cultural landscape within the AP-PMU and provide incentives for preservation throughout the Historic District.
- Consider potable and recycled water supply and demand in development of the Plan Area.



## **Exhibit B: Alameda Point Community Plan**

- Protect natural resources through open space conservation and habitat preservation.
- Development should consider the effects on birds and other species that may inhabit the Plan Area or adjacent areas.
- Protect wetland areas or to provide mitigation for removal of same consistent with regulatory requirements.

### **11.5.9. Implementation Measures: Open Space and Conservation**

- Require that a system of parks, especially along the shoreline, is part of the future redevelopment of Alameda Point.
- Establish pedestrian- and bicycle-accessible shoreline trails where feasible in Alameda Point. Subject to requirements of regulatory agencies, ensure that trails are open year round, that the trail meets minimum multi-use trail standards, and that landscape treatment of the open spaces adjacent to the Estuary and the San Francisco Bay does not block distant views.
- Establish a public plaza at the marina that will serve as a focus for public uses on the waterfront.
- Preserve some of the Big Whites for their historical significance, and encourage surrounding development that is complementary.
- Adopt a process for the evaluation of the reuse and rehabilitation potential of historic resources at former NAS Alameda.
- Consider the preservation of the Admiral's House for residential or community use.
- Preserve as feasible buildings within the AP-PMU to maintain the historic character of the Historic District.
- Provide a mechanism for timely and expedient reviews to ensure that contributing buildings in the Historic District are managed in compliance with all applicable regulations.
- Preserve the historic sense of place of the AP-PMU by preserving as feasible the historic pattern of streets and open spaces in the area.

## **Exhibit B: Alameda Point Community Plan**

- Minimize, as feasible, impacts on the architectural integrity of individual contributing buildings and structures proposed for reuse within the AP-PMU.
- Make reasonable efforts to incorporate compatible adaptive uses or uses for which the buildings were originally designed.
- Allow for reuse of buildings in the AP-PMU for uses including fire station, community center and post office, and alteration of buildings to accommodate such uses.
- Allow for the use of the State Historic Building Code throughout the Historic District.
- Advise tenants and property owners within the Historic District of the financial tools and economic incentives that are available, including, but not limited to, the State Historic Building Code and federal and state tax incentives for the preservation and adaptive rehabilitation of historic properties.
- Prepare design guidelines and specifications for alterations, demolition and new construction within the Historic District.
- Ensure that water resources are used efficiently and require water conservation measures consistent with applicable law and regulations.
- Redevelopment should consider a range of sustainable strategies to achieve reductions in water consumption, from the use of recycled water for irrigation to the building methods described in this Community Plan.
- A new system of pipelines and appurtenances for potable and recycled water should be constructed at Alameda Point. Distribution pipelines should connect to and extend from the existing water facilities at Main Street and should be constructed within the right of ways.
- If wetlands habitat and species are found within the Plan Area, preservation areas and buffers for adjoining uses should be established as required by resource agencies with jurisdiction.
- The effects of ferry service must not unlawfully disturb aquatic and shoreline habitats.

## **Exhibit B: Alameda Point Community Plan**

### **11.6. Health and Safety Element**

Alameda Point has a number of physical features that pose potential risks for persons and property, including flooding, seismic, geologic and soils hazards. In addition, manmade hazards associated with the presence of hazardous materials exist.

State law requires a safety element to outline policies that will protect the community from both natural and human-induced disasters. Many of the health, safety and hazards policies addressed in the citywide General Plan's Health and Safety Element are applicable to Alameda Point. This section considers seismic, geology, flood and fire hazards, environmental cleanup, and emergency management in the specific context of Alameda Point.

Potential health, safety, and natural hazards impacts at Alameda Point will be addressed by integrating the redevelopment of Alameda Point into the City's existing programs and measures intended to ensure the health, safety and comfort of residents.

#### **11.6.1. Water Quality and Flooding Hazards**

##### **11.6.1.1. Water Quality**

The Plan Area currently has aging storm drain infrastructure. Stormwater run-off is a significant source of pollutants throughout the San Francisco Bay watershed. Alameda County has established the Alameda countywide Clean Water Program, as required by provision C.3 of the countywide municipal stormwater National Pollutant Discharge Elimination System permit, which program will apply to the Plan Area. Policies are intended to protect the Bay and Estuary water resources.

##### **11.6.1.2. Flooding Hazards**

The Health and Safety Element description of the general conditions related to flooding that affect the City applies to Alameda Point. In addition, areas within Alameda Point are subject to flooding due to the large amounts of impervious surfaces in the Plan Area, deteriorating storm drains and flat, low-lying topography. Surface water occurs as sheetflow which is conveyed to receiving water through the stormwater drainage system. There are no creeks or natural water courses crossing the site to collect floodwater. Alameda Point has been studied by the U.S. Army Corps of Engineers but has not been mapped by the Federal Emergency Management Agency. As shown on *Figure 11-6: Alameda Point Flood Plains and Sea Level Rise*, areas of Alameda Point are subject to flooding and would be susceptible to damage in the event of a 100-year flood. Projected sea level rise would exacerbate the flood risks. The Bay Conservation and Development Commission ("BCDC") has stated that sea level

## **Exhibit B: Alameda Point Community Plan**

rise should be considered for all public use areas surrounding the San Francisco Bay. Other sources of potential flooding include high tide events, wind and wave run-up and localized stormwater runoff impacts. Grading plans must account for these factors and potential sea-level rise. Engineering solutions must be consistent with Federal Emergency Management Agency standards in order to protect lives and property within the Plan Area.

### **11.6.2. Seismic and Geologic Hazards; Soils**

The Health and Safety Element characterization of the general seismic and geologic conditions that affect the City pertains to Alameda Point. Alameda Point is partially protected from inundation and damage from tsunamis due to restricted hydraulic access at Golden Gate. The Plan Area is relatively flat with shallow gradients toward San Francisco Bay or the Oakland-Alameda Estuary from a slight, centrally-located east-west ridge. Alameda Point soils consist of surface and near-surface layers of sandy and silty un-engineered fill, underlain by young Bay Mud that is underlain by Yerba Buena mud (old Bay Mud). As shown on *Figure 11-7: Alameda Point Geotechnical Conditions* most of the Plan Area is subject to liquefaction. Accordingly, soil stabilization and suitable building foundations will be required to establish the structural integrity of new construction. These factors combined with the likelihood of primary and secondary effects of ground movement due to earthquakes require careful engineering analysis of subsurface conditions prior to redevelopment.

### **11.6.3. Fire Hazards**

Alameda Point does not contain open space that creates a risk of wildland fire. Redevelopment of the Alameda Point with more intensive uses will necessitate facility improvements to the peak-load water supply system to ensure the safety of future residents and structures from urban fires.

#### **11.6.3.1. Emergency Management: Evacuation Routes and Minimum Road Widths**

Reasonable access for emergency equipment and civilian evacuation is necessary to protect life, property and natural resources. The current roadway system is composed of streets of adequate width to accommodate emergency evacuations of the existing limited on-site population. The street system associated with future redevelopment of the Plan Area must be designed to establish and maintain primary evacuation routes that are integrated into the citywide plan for emergency preparedness. Additionally, fire access roads must be designed to ensure fire and emergency access.

## **Exhibit B: Alameda Point Community Plan**

### **11.6.4. Hazardous Materials and Waste Management**

Hazardous materials resulting from prior industrial and military activities are present at Alameda Point. Previously, within the former NAS Alameda, there were two landfills, a municipal airfield, an army base, an oil refinery, various manufacturing facilities as well as former NAS Alameda facilities. During its peak, former NAS Alameda produced hazardous waste and residual hazardous waste exists on-site. Alameda Point has been designated a federal Superfund site, which establishes the U.S. Environmental Protection Agency as the lead agency for the coordination of clean-up of the site. A Federal Facilities Agreement has been signed between the Navy and the U.S. EPA in which the parties agree to a schedule and funding program for cleanup of the site.

As a part of its obligations under CERCLA and other federal laws, the Navy has started clean up Alameda Point under the oversight of other federal and state agencies. The objective of the cleanup activities is to reduce contaminants to levels necessary for residential or commercial applications within their respective designated areas.

### **11.6.5. Guiding Policies: Health and Safety**

- Support improvement programs that address urban runoff and flooding.
- Manage runoff from Alameda Point together with existing City programs.
- Require all proposed reuse activity in Alameda Point to be in compliance with the Regional Water Quality Control Board stormwater recommendations.
- Restrict the installation of water supply wells in the uppermost aquifer at Alameda Point to reduce the potential use, or migration of, groundwater affected by the release of hazardous materials.
- Support development of a water-quality testing program for all existing water supply wells in Alameda Point to determine the safe uses or appropriate discharge of pumped water.
- Coordinate incorporation of Alameda Point into the City of Alameda Urban Runoff Program to reduce potential water quality degradation related to urban runoff.
- Identify and implement improvement programs to address periodic flooding at Alameda Point.
- To protect human health and safety, incorporate engineering strategies for soil stabilization and building design to preserve and protect structures and their inhabitants.

## **Exhibit B: Alameda Point Community Plan**

- Ensure adequate facility improvements to the peak-load water supply system to protect the safety of future residents and structures from urban fires.
- Mitigate factors and conditions in Alameda Point that are conducive to fire hazards.
- Identify effective means of dealing with fire disasters should they occur.
- Continue to support cleanup of contaminated lands.

### **11.6.6. Implementation Measure: Health and Safety**

- Support preparation of a Flood Insurance Study by Federal Emergency Management Agency for Alameda Point end use flood control maps and other agency regulations related to sea level rise, to determine areas subject to potential flooding and establish flood protection proposals to protect occupants new buildings and, where determined reasonably feasible, historic buildings and structures at Alameda Point.
- Development at Alameda Point should implement a network of water quality integrated management practices including Plan Area design practices, construction practices and post-construction water quality control measures to mitigate the potential construction and post-construction impacts from the Project on the surrounding beneficial uses of the San Francisco Bay.
- Development within the Plan Area should implement a variety of source control and stormwater management measures to prevent pollutant discharge at the source. Such measures should meet or exceed the Alameda County Clean Water Program standards. These facilities should be designed to comply with the hydraulic design criteria presented in Provision C.3d of the municipal stormwater permit requirements.
- To facilitate prevention, control and correction of the erosion of soils, beaches and shorelines should be maintained with shoreline protection design solutions to make those areas safe, attractive and accessible.
- To protect water quality, development should integrate new pipelines, structures and outfalls designed to meet City of Alameda Flood Control standards along with water quality features

## Exhibit B: Alameda Point Community Plan

designed to provide stormwater treatment consistent with the Alameda Countywide Clean Water Program.

- Development should include improvements to the water delivery systems for adequate emergency fire response in the Plan Area.
- Development should allow for the expansion of the City's fire protection and fire-fighting capability into Alameda Point to service the emergency needs of all residents and businesses of the area.
- Consider extending Alameda's current level of emergency medical service into Alameda Point as reuse activities and residential buildout proceed.
- Make reasonable efforts to identify "critical facilities" in Alameda Point area, as defined in Alameda's 1976 Safety Element, and integrate them into the City's existing "critical facilities" list and emergency provision plan.
- Provide information about contamination and clean-up activities and make the information available to the public.
- Create a land use and construction permitting program that requires consideration of residual contamination. The permitting program should include:
  - A means for tracking deed restrictions;
  - A means for tracking remediation to help ensure that future land uses are compatible;
  - A method for classifying land uses by exposure scenario;
  - Identification of areas that might require special construction precautions;
  - A system for ongoing communication with the environmental regulatory agencies.

## **Exhibit B: Alameda Point Community Plan**

### **11.7. Noise Element**

Existing sensitive receptors in the Plan Area and adjacent areas include residential areas, the Coast Guard day care center, and educational facilities located off Singleton Avenue and the USCG housing area. Proposed new educational and day care facilities and residential neighborhoods may also be sensitive receptors in the future. Protected species may also be affected by noise.

#### **11.7.1. Current and Projected Noise Levels**

The Health and Safety Element identifies citywide noise sources and noise contours that are applicable to Alameda Point. It identifies aircraft and surface traffic as the City's primary noise sources. Aircraft noise in Alameda is generated by flights from two airports—Metropolitan Oakland International and San Francisco International. Former NAS Alameda, while still owned by the Navy, is no longer an operating airport. The Plan Area is over 2 miles from operating airports. Accordingly, aircraft flights generate noise levels ranging from 50 to 70 dBA in the Plan Area. Airport noise, which is a significant factor in certain areas of the City, is not anticipated to affect development of Alameda Point or current or future sensitive receptors in the Plan Area.

Other noise sources in the Plan Area include specific industrial activities, which have a localized effect on directly adjacent land uses. The highest surface street noise levels within the Plan Area occur along Main Street, north of Atlantic Avenue (60 to 65 dBA). Construction and hauling may also generate noise affecting sensitive receptors. Proposed water uses including a marina and ferry service in the Seaplane Lagoon may generate noise in areas adjacent to the water.

The land use program described in Section 11.2 of this Community Plan does not propose any specific uses that are incompatible with the citywide General Plan's Noise Element, which this Community Plan incorporates by reference pursuant to Public Resources Code Section 21083.3.

#### **11.7.2. Guiding Policies: Noise**

- Be sensitive to temporary construction noise generated by construction and truck routes near sensitive receptors.
- Consideration should be given to using water access for construction related activities.
- Consider the effects of sound generating water-related activities to residential communities.



## **Exhibit B: Alameda Point Community Plan**

- Be sensitive to noise impacts upon sensitive receptors, if any, from operation of transit and light industrial uses.
- Consider the effects of excess noise generated by development of Alameda Point, if any, upon protected species in adjacent areas.

### **11.7.3. Implementation Measures: Noise**

- Address temporary construction noise generated by truck routes by taking into account in development of truck routes the presence of existing neighborhoods and sensitive receptors and routing trips along commercial roadways to the greatest extent feasible.
- Avoid incompatible noise from uses in noise sensitive areas, if any.
- Comply with laws and regulations relating to noise standards for residential uses.

### **11.8. Energy and Sustainability Element**

The implementation of a successful development in Alameda Point will rely upon denser, more clustered new development and the inclusion of multiple energy efficient forms of transportation such as public transit, carpooling, walking and bicycling. Development should meet or, where feasible, exceed state and local mandates with respect to reduction in greenhouse gas emissions and conservation of resources.

#### **11.8.1. Guiding Policies: Energy and Sustainability**

- Pursue state policies designed to encourage infill development in order to minimize vehicle miles traveled and to promote accessibility to transit, both significant in the reduction of greenhouse gas emissions.
- Expand the City's transit options by including more energy efficient modes of travel.
- Take advantage of citywide incentives for the use of energy efficient technologies.
- Promote the implementation of sustainable energy practices and green technology.

## **Exhibit B: Alameda Point Community Plan**

- Create opportunities for alternative energy generation wherever feasible.
- Make information available regarding energy conservation techniques, products and methods.
- Preserve resources, including energy and water resources, by incorporating energy and water efficiency measures into homes and offices and using recycled water, when available, for irrigation.
- Divert a significant amount of waste away from landfills and promote use of recyclable materials that will reduce the overall impact of the project on the environment.
- Encourage and provide incentives for sustainable architectural and site planning design and construction standards for all structures in the community in a manner that results in an integrated approach to green buildings and helps steer the designs away from expensive green measures and toward cost-effective solutions.

### **11.8.2. Implementation Measures: Energy and Sustainability**

- Cluster homes and mixed uses adjacent to a new ferry and transit center and develop pedestrian and bicycle corridors providing access to these transit nodes.
- Locate parks, bikeways and walkways in proximity to public schools and residential areas and as connectors to commercial areas to promote physical activity and community interaction.
- Provide linkages via transit to the major job centers in the region through development of on-site transit including shuttle service to BART and development of a ferry terminal.
- Encourage transit uses through use of the Eco-pass, which requires monthly purchase by residents and businesses of transit passes.
- Construct a recycled water pipeline distribution system and connect to the EBMUD recycled water supply, when available.
- Require installation of water efficient fixtures for residential and commercial toilets, faucets, appliances and showers.

## **Exhibit B: Alameda Point Community Plan**

- New construction should meet or exceed Title 24 building energy standards.
- Through the Specific Plan and design guidelines, establish criteria allowing for segregation and recycling of waste to help Alameda divert more waste from landfills by providing facilities for segregating and sorting of waste into commingled dry recyclables, compostable and non-recyclable/recoverable waste with a goal of meeting the diversion rate set forth in Measure D.
- Incorporate into the Specific Plan mechanisms for implementation of sustainable architecture and construction methods.
- Participate in the implementation of alternative energy production where and when appropriate.

### **11.9. Amendments to the Community Plan**

This Community Plan is being adopted by the voters of the City of Alameda. This Community Plan may only be amended in accordance with the Alameda Point Revitalization Initiative.

### **11.10. Severability**

If any provision of this Community Plan is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the invalidity shall not affect the remaining provisions of this Community Plan. In such case, the remaining provisions of the Community Plan may be implemented without the invalid provisions.

### **11.11. Effect of Community Plan**

This Community Plan is intended to satisfy all the requirements of a community plan as required by Public Resources Code section 21083.3. If a court of competent jurisdiction determines that one or more of the mandatory elements of a Community Plan has not been satisfied by this document, the surviving goals, policies, and implementation measures shall continue to be effective as an amendment to the General Plan and it is the intent of the City to adopt such modifications as are necessary to satisfy the purposes and intent of the Initiative.

### **11.12. Interpretation**

This Community Plan is intended as the guiding policy document for development in Alameda Point. To the extent that this Community Plan may conflict with more generalized policy documents, such as the other provisions of the City's General Plan, this Plan should be considered a refinement which

## **Exhibit B: Alameda Point Community Plan**

amends those other policy documents. It is recognized that aspects of this Community Plan are also subject to refinement as additional information becomes available, more detailed plans are prepared or errors are discovered. In general, such refinements will be accomplished without the need to amend this Community Plan so long as they substantially conform with this Community Plan. Errata or updates may be issued from time to time as appropriate.

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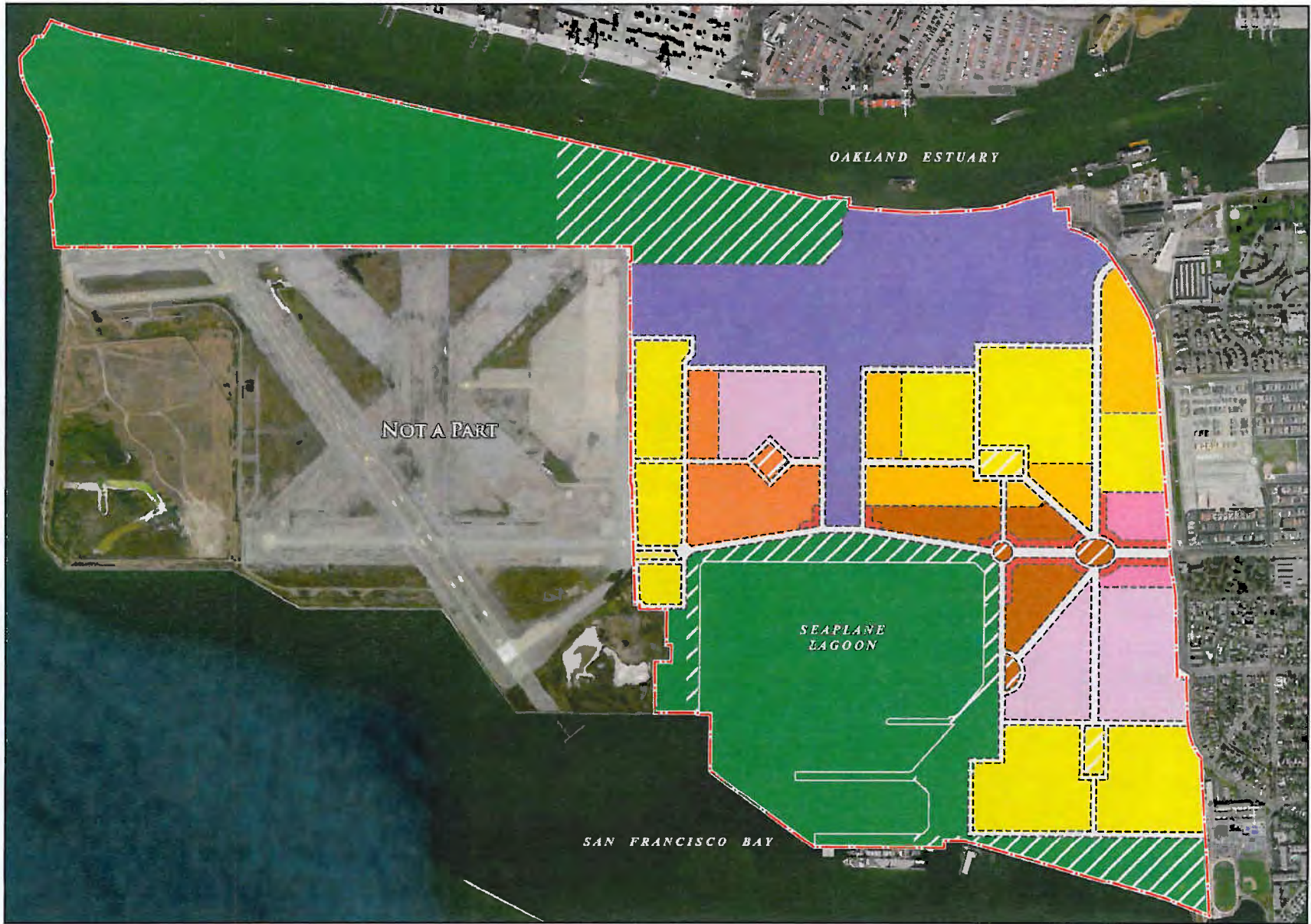


--- Plan Area Boundary



Figure 11-1  
**Alameda Point Plan Area**



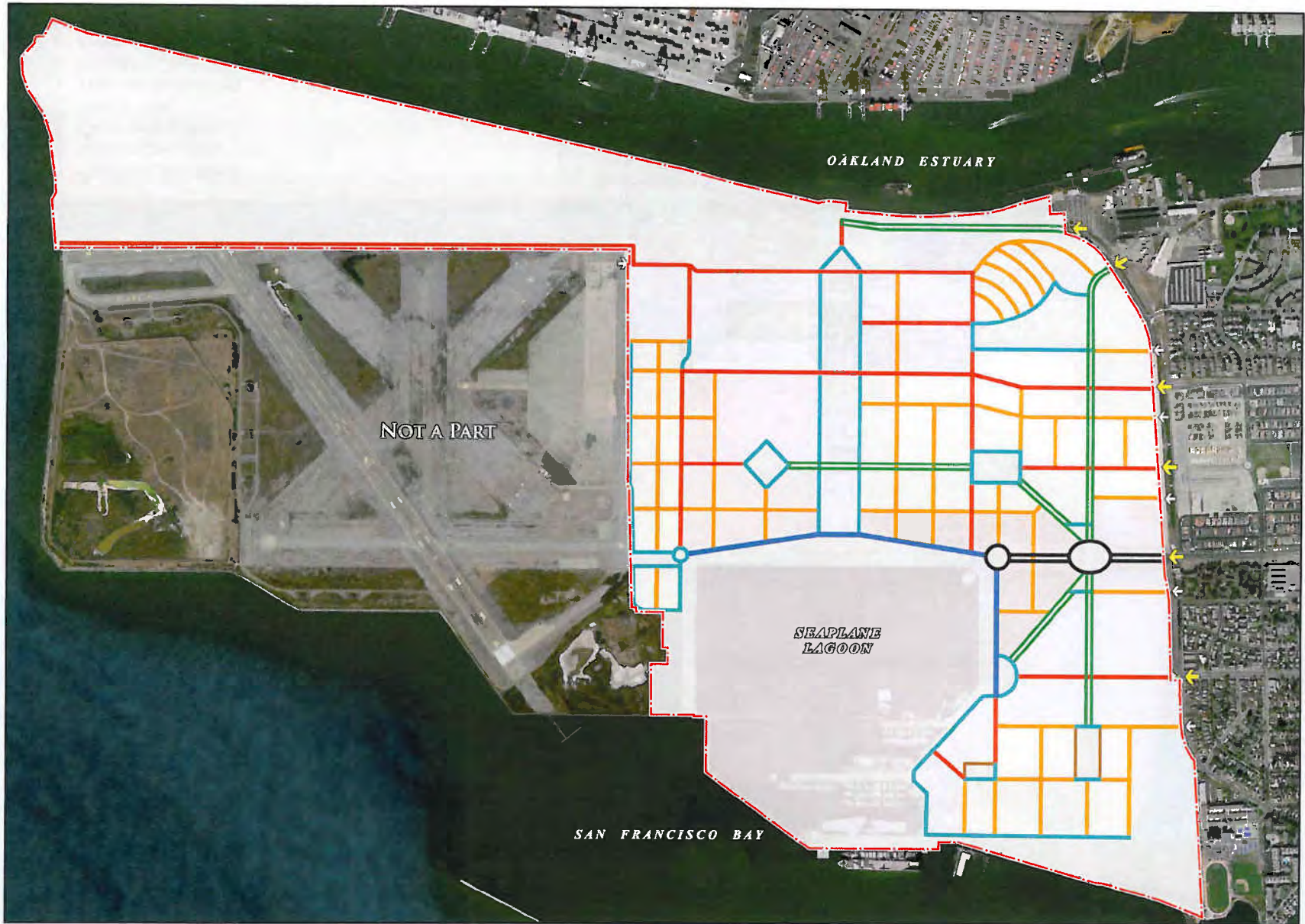


- Plan Area Boundary
- AP-PMU: Preservation Mixed Use
- AP-MU: Mixed Use
- AP-RM: Residential Medium
- AP-RMH: Residential Medium High
- AP-RH: Residential High
- AP-C: Commercial
- AP-BP: Business Park
- AP-PT: Public Trust
- Ground Floor Retail
- Future Park Dedication



*Figure 11-2*  
**Alameda Point General Plan Land Use**



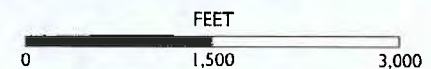


- - - Plan Area Boundary
- Primary Street Access
- Secondary Street Access

\* Roadway widths subject to revision in the Big Whites area

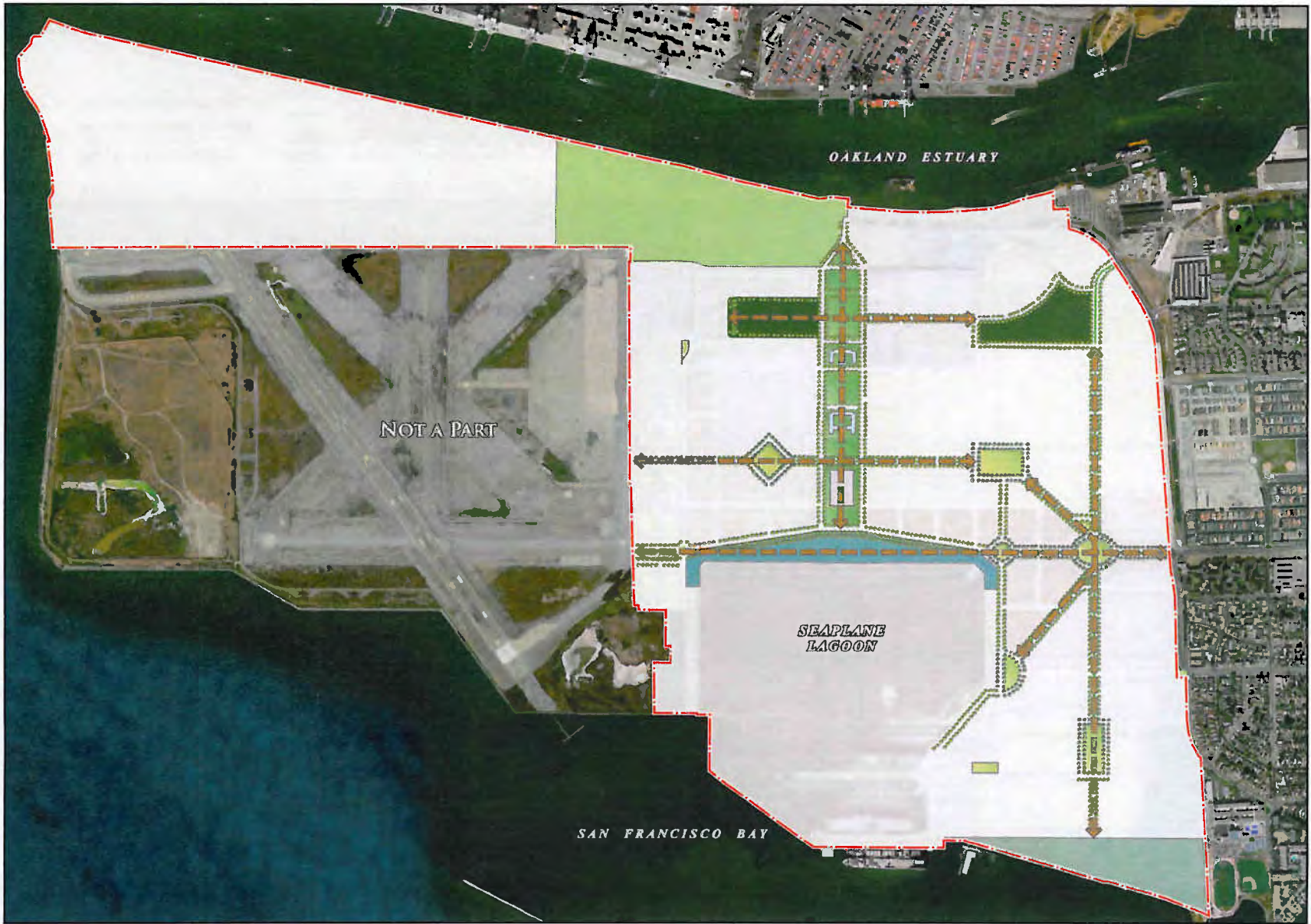
- West Atlantic Avenue
- Typical Boulevard
- Waterfront Parkway
- Connector Street
- Local Street \*
- Connector Street at Open Space
- One Way Local Street at Open Space
- Alley

ROW
120'
86'
48'
60'
55'
50'
38'
20'



*Figure 11-3*  
**Alameda Point Circulation Plan**





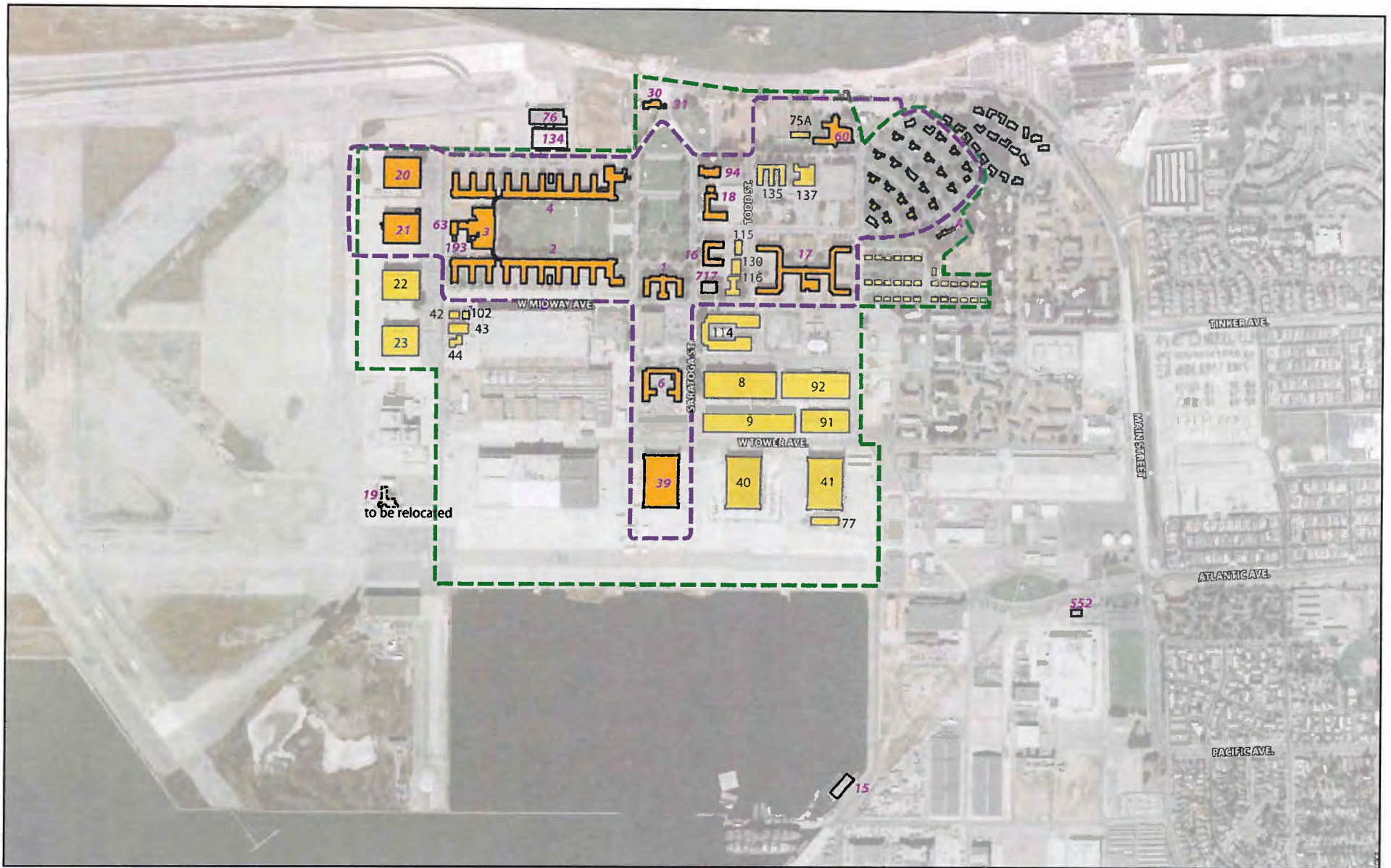
- - - Plan Area Boundary
- Sports Complex
- Community Park
- Linear Park
- Neighborhood Park
- Seaplane Lagoon Waterfront Park
- Regional Park
- View Corridor






ILLUSTRATIVE



*Figure 11-4*  
**Alameda Point Parks And Open Space**





- |   |   |   |                                    |
|---|---|---|------------------------------------|
|  | Contributing buildings proposed to remain |  | AP-Preservation Mixed Use district |
|  | Other buildings proposed to remain        |  | Current local historic district    |
|  | Contributing buildings may be removed     |   |                                    |

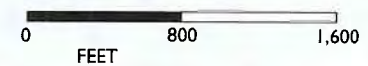
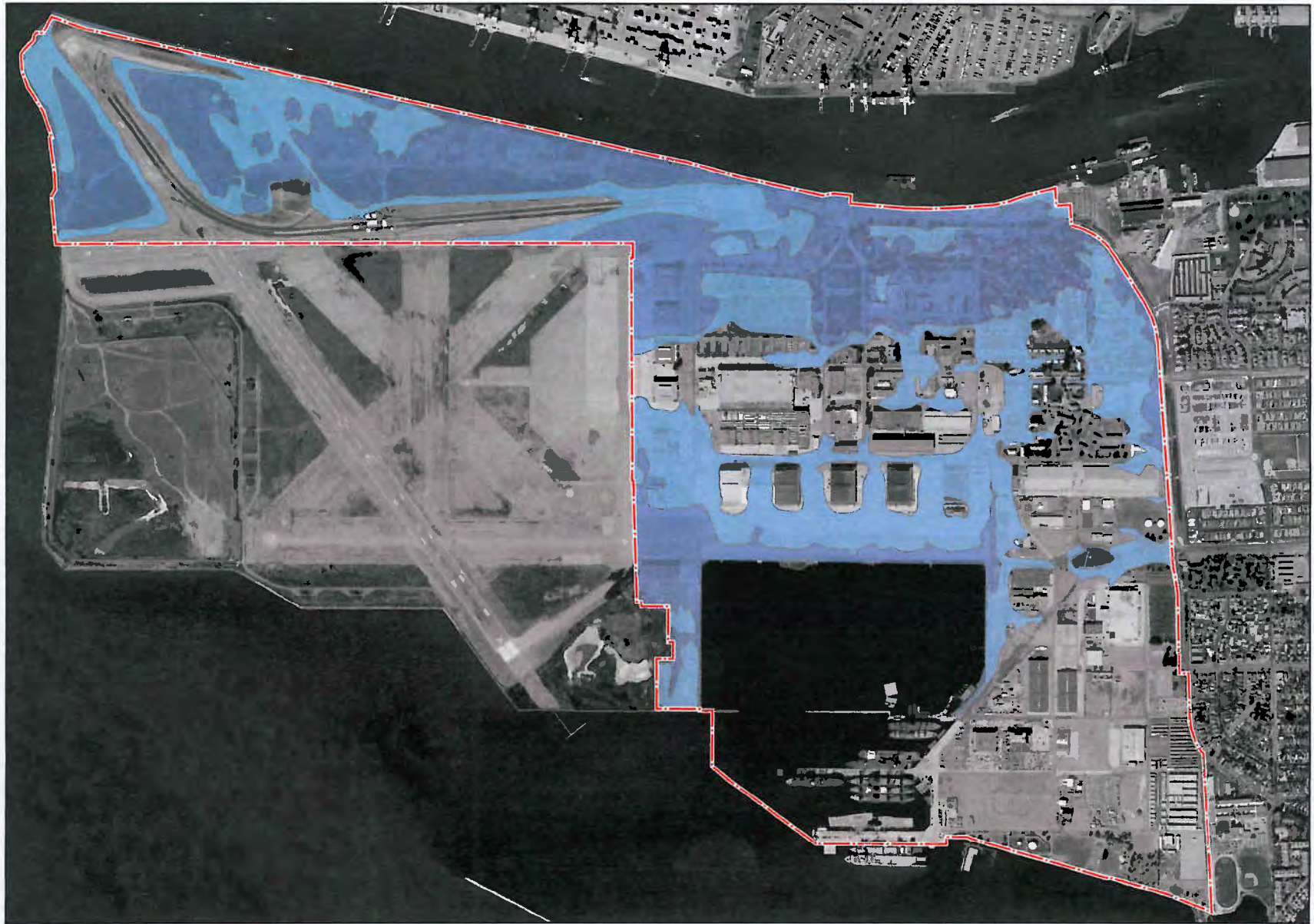


Figure 11-5  
**Alameda Point Historic Resources**








-  Plan Area Boundary
-  100-Year Floodplain
-  18" Rise in Sea Level



*Figure 11-6*  
**Alameda Point Floodplains and Sea Level Rise**





-  Plan Area Boundary
-  Young Bay Mud
-  Area at Risk of Liquefaction



*Figure 11-7*  
**Alameda Point Geotechnical Conditions**

# EXHIBIT C

## Exhibit C: Alameda Point General Plan Amendments

### I. General Plan Map Amendment.

The City's General Plan Map is hereby amended to show the new Alameda Point Specific Plan District (AP-SP) for that certain real property situated within the City of Alameda, County of Alameda, State of California, as shown on the amended City of Alameda General Plan Map:

<i>Gross Acreage</i>	<i>Assessor's Parcel(s)</i>	<i>Existing General Plan Designation</i>	<i>Amended General Plan Designation</i>
Approximately 918 acres of uplands and 166 acres of submerged lands	[To be determined by the assessor]	AP1 Alameda Point Civic Core  AP2 Alameda Point Inner Harbor  AP3 Alameda Point Marina	AP-SP Alameda Point Specific Plan

### II. General Plan Text Amendments.

The City's General Plan is hereby amended as shown below. Text to be inserted in the General Plan is indicated in underline type. Text to be deleted is shown in ~~strikethrough~~ text.

#### 1. Chapter 1: Setting and Organization of the General Plan

- A. Amendment to Section 1.4 Organization of the Plan (p. 7). The description of the Elements is revised as follows:

Alameda Point ~~West~~ Element (optional) contains site-specific policies regarding land use, transportation, open space, and cultural resources, and health and safety which address the redevelopment of a portion of the former Alameda Naval Air Station (GPA 01-01).

Alameda Point Community Plan contains site-specific policies regarding land use, housing, transportation, open space and cultural resources, health and safety, energy and sustainability which address the redevelopment of portions of the former Alameda Naval Air Station as shown on City of Alameda General Plan Map.

#### 2. Chapter 2: Land Use

- A. Amendment to Section 2.2. Land Use Classifications (p. 9). A new land use classification, "Alameda Point Specific Plan," is added to the General Plan to describe permitted uses at Alameda Point, as follows:

**Alameda Point Specific Plan (AP-SP):** Allows a balanced mix of homes, workplaces and associated facilities on the portion of the former Naval Air Station Alameda now known as Alameda Point. New development should provide compact, transit-oriented development, ample parks and open space, multiple transit opportunities, and energy efficient infrastructure and services.

B. Amendment to "Specified Mixed Use" section (p. 10). The "Specified Mixed Use" areas are amended to indicate new Alameda Point-Specific Plan designation, as follows:

- AP1 — Alameda Point Civic Core
- AP2 — Alameda Point Inner Harbor
- AP3 — Alameda Point Marina
- AP-SP — Alameda Point Specific Plan

C. Amendment to "Table 2-7: Alameda Point Buildout, 2000-2020" (p. 19). "Table 2-7: Alameda Point Buildout, 2000-2020" is amended, as follows:

An Initiative enacted by the voters adopted the Alameda Point Community Plan and Alameda Point Specific Plan for a portion of the former Alameda Naval Air Station, as shown on City of Alameda General Plan Map. Accordingly, Table 2-7: Alameda Point Buildout, below, as well as the "Alameda Point Community Plan," found in Chapter 11 of this General Plan, and the Alameda Point Specific Plan set forth the conditions under which buildout at Alameda Point may proceed.

Table 2-7, Alameda Point Buildout 2013-2038

<u>Land Use</u>	<u>Buildout</u>
<u>Residential</u>	<u>4,346 new residential units;</u> <u>186 Collaborative Housing units which may be</u> <u>relocated; and</u> <u>309 residential units which may be</u> <u>redeveloped in the historic district.</u>
<u>Retail</u>	<u>350,000 square feet</u>
<u>Commercial</u>	<u>3,182,000 square feet</u>
<u>Marina</u>	<u>Approximately 600 boat slips</u>
<u>Civic</u>	<u>260,000 square feet</u>
<u>Parks and Open Space</u>	<u>Approximately 145 acres</u>

The portions of the former Alameda Naval Air Station not regulated by the Alameda Point Community Plan and Alameda Point Specific Plan are the Wildlife Refuge and a portion of the West Neighborhoods, as shown on Figure 9-2. These areas have been renamed "Alameda West." Buildout at Alameda West is shown in Table 2-8: Alameda West Buildout, below, and is further described in Chapter 9 of the General Plan.

Table 2-78: Alameda Point West Buildout, 2000-2020 2007-2034

<i>Land Use Categories</i>	<i>Units</i>	<i>Civic Core (AP1)</i>	<i>Inner Harbor (AP2)</i>	<i>Marina (AP3)</i>	<i>West Neighborhoods</i>	<i>NW Territories</i>	<i>Alameda Point Total</i>
Lt. Industry/Business Park/Office	sq.ft.	740,000	400,000	0	0	0	1,140,000
Industrial/Warehousing	sq.ft.	277,500	76,500	76,500	0	0	430,500
Marina-Related Industry	sq.ft.	0	0	44,250	0	0	44,250
Civic/Institutional Buildings	sq.ft.	100,000	0 <sup>1</sup>	0	30,000 <sup>1</sup>	0	130,000 <sup>1</sup>
Commercial	sq.ft.	52,000	0	0	52,000	0	104,000
Visitor Serving	sq.ft.	0	0	130,000	0	0	130,000
Golf Clubhouse/Conference	sq.ft.	0	0	0	0	26,000	26,000
Sports Complex	acres	40	0	0	0	17	57
Golf Course	acres	0	0	0	0	214	214
Marina slips	slips	0	0	530	0	0	530
Live Aboards	slips	0	0	53	0	0	53
Low Density Residential	units	0	0	0	50	0	50
Medium Density Residential	units	863 <sup>2</sup>	0	525	490	0	1,878
Hotel/Conference Center	rooms	0	0	300	0	300	600

1. Does not include square footage for Alameda Unified School District.

2. Does not include 210 units of senior housing to be provided in the former Bachelor Officers Quarters.

Note: This table represents the maximum build-out for Alameda Point. While development intensities have been assigned to each Planning Area, the development increments can be moved from one Planning Area to another to optimize development opportunities.

D. *Amendment to Guiding Policy 2.4.d (p. 21). Policy 2.4.d is amended, as follows:*

Limit residential development to one family detached and two family dwellings, in accord with the provisions of Measure A. Up to 325 low cost units may be built in Alameda as multifamily housing as replacement housing for the low cost units lost when Buena Vista Apartments were converted to market-rate housing in 1988. Some or all of these replacement units may be located at one or more of the mixed-use sites, or in any area of the City where residential units are permitted. Pursuant to an initiative enacted by the voters, the provisions of this section do not apply to Alameda Point, as described in Chapter 11, Alameda Point Community Plan. Residential density of up to 70 units per acre may be allowed at Alameda Point pursuant to Chapter 11, Alameda Point Community Plan.

E. *Amendment to Guiding Policy 2.4.1 (p. 22). Policy 2.4.1 is amended, as follows:*

Preserve historic districts and buildings of architectural significance. Preservation and reuse within the historic district at Alameda Point shall be undertaken pursuant to the policies for preservation and reuse of historic resources at Alameda Point found in Chapter 11, Alameda Point Community Plan.

F. *Amendment to Section 2.6 Specific Mixed Use Areas (p. 26). Section 2.6 Specified Mixed Use Areas is amended, as follows:*



~~AP1—**Alameda Point Civic Core:** Located in the center of Alameda Point, the Civic Core encompasses much of the NAS Historic District and many of the historic buildings of the former Naval Air Station. The Civic Core is envisioned with a major emphasis on public service and civic uses. Business park, office, civic, residential, public/institutional, parks and public open space, commercial, and other supporting uses are allowed within the district. (GPA 01-01)~~

~~AP2—**Alameda Point Inner Harbor:** The Inner Harbor is a mixed-use area with major emphasis on research & development and light industrial uses. Light industry, office and supporting retail, commercial, and residential uses are allowed within the district. Supporting uses should be focused in or around a mixed-use neighborhood center along the extension of Pacific Avenue, associated with patterns of use in the adjoining Marina district. (GPA 01-01)~~

~~AP3—**Alameda Point Marina:** Marine-related industry, office, commercial, residential, recreation, and supporting retail are allowable uses within the district. Uses should be structured to promote waterfront activity and vitality along the open space spine located along the bay. (GPA 01-01).~~

AP-SP **Alameda Point Specific Plan:** Allows a balanced mix of homes, workplaces and associated facilities on the portion of the former Naval Air Station Alameda now known as Alameda Point. New development should provide compact, transit-oriented development, ample parks and open space, multiple transit opportunities, and energy efficient infrastructure and services.

G. *Amendment to Section 2.9 Federal Government Facilities (p. 32). Section 2.9 (3<sup>rd</sup> paragraph) Federal Government Facilities is amended, as follows:*

After nearly 60 years as a military post, the United States Navy closed the Alameda Naval Air Station (NAS) and the Fleet Industrial Supply Center (FISC) in 1997. In 2001, the FISC property was conveyed to the City, which is transferring the property to the Catellus Development Corporation over time for the development consistent with an approved master plan for the area. ~~Chapter 9 of the General Plan is the Alameda Point Element, which contains policies relating to the reuse and redevelopment of the NAS property, known as Alameda Point. (GPA 01-01)~~ An Initiative enacted by the voters adopted the Alameda Point Community Plan and Alameda Point Specific Plan for a portion of the former Alameda Naval Air Station, as shown on City of Alameda General Plan Map, Figure 11-1. Accordingly, a new chapter of the General Plan, Chapter 11, the "Alameda Point Community Plan," sets forth policies to achieve a balanced approach to transit-oriented development, environmental sustainability, historic preservation, and economic redevelopment at Alameda Point. The portions of the former Alameda Naval Air Station not regulated by the Alameda Point Community Plan and Alameda Point Specific Plan are the Wildlife Refuge and the West Neighborhood, as shown on Figure 9-1. These areas have been renamed "Alameda West." Chapter 9 of the General Plan regulates redevelopment at the Alameda West properties.

### **3. Chapter 3: City Design Element**

A. *Amendment to Section 3.3. Architectural Resources (p. 36). Section 3.3 Architectural Resources is amended, as follows:*



The Historic Preservation Element, adopted in 1980, was based on a survey of about 80 percent of the Main Island; it identified 4,000 addresses as having architectural and historical resources. The report noted that 1,400 structures, most of them built before the turn of the century, had been demolished since World War II. Recommendations for preservation include designation of Heritage Areas (no added regulation), and Historic Districts (design regulation). Historic preservation district boundaries were not proposed, but three Heritage Areas subsequently have been studied under the Certified Local Government Program, and designated by the City Council: Bay Station (1986), Park Avenue (1988), and Burbank-Portola (1989). Since the adoption of the Historic Preservation Element, the City completed detailed surveys of unreinforced buildings, commercial buildings on Webster Street, and buildings and sites in the northern waterfront. These surveys fill in gaps in the original survey, leaving few buildings and sites undocumented.

In 1999, pursuant to an initial National Historic Preservation Act Section 106 Consultation and Memorandum of Agreement between the State Historic Preservation Office and the U.S. Department of the Navy, the City designated a portion of NAS Alameda as a local historic district. The boundaries of the NAS Alameda Historic District may be revised through the final Section 106 Consultation prior to Navy transfer of the property, and the City shall thereafter make corresponding changes to boundaries and to the list of contributing structures. Policies for new construction, redevelopment and alterations within Alameda Point are governed by the policies in Chapter II, Alameda Point Community Plan.

- B. *Amendment to Implementation Policy 3.3.b (p. 37). Implementation Policy 3.3.b is amended, as follows:*

Consider formation of Historic Districts within which alterations to existing structures would be regulated to maintain neighborhood scale and historic character. Establish a central area for preservation and reuse within the historic district at Alameda Point per the policies for preservation and reuse of historic districts and buildings at Alameda Point found in Chapter 11, the Alameda Point Community Plan.

- C. *Amendment to Implementing Policy 3.3.c (p. 37). Implementing Policy 3.3.c is amended, as follows:*

Maintain strong demolition control for historic properties. Recognize the unique redevelopment goals in the Alameda Point Community Plan and its Plan Area and establish demolition procedures and controls for historic properties consistent with redevelopment goals.

- D. *Amendment to Implementing Policy 3.3.d (p. 37). Implementing Policy 3.3.d is amended, as follows:*

New construction, redevelopment and alterations should be compatible with historic resources in the immediate area. Recognize the unique redevelopment goals for the Alameda Point Community Plan and establish procedures for new construction, redevelopment and alterations consistent with those redevelopment goals.

- E. *Amendment to Implementing Policy 3.3.e (p. 37). Implementing Policy 3.3.e is amended, as follows:*

Develop detailed design guidelines to ensure protection of Alameda's historic, neighborhood, and small-town character. Encourage preservation of all buildings, structures, areas and other physical environment elements having architectural, historic or aesthetic merit, including restoration of such elements where they have been insensitively altered. Include special guidelines for older buildings of existing or potential architectural, historical or aesthetic merit which encourage retention of original architectural elements and restoration of any missing elements. The design guidelines include detailed design standards for commercial districts. Develop historic resource design guidelines for Alameda Point.

F. *Amendment to Implementing Policy 3.3.k (p. 37). Implementing Policy 3.3.k is amended, as follows:*

Require that any exterior changes to existing buildings receiving City rehabilitation assistance or related to Use Permits, Variances or Design Review, or other discretionary City approvals be consistent with (a) the governing design guidelines, if any, or (b) the building's existing or original architectural design unless the City determines either (a) that the building has insufficient existing or original design merit of historical interest to justify application of this policy or (b) that application of this policy would cause undue economic or operational hardship to the applicant, owner or tenant.

#### 4. **Chapter 4: Transportation Element**

A. Amendment to Street Classification System (p. 14 & 15). The following text is inserted at the end of the text on page 15:

Street Classifications for Alameda Point should be introduced to create smaller blocks and to establish Alameda Point as a more pedestrian-friendly, walkable part of the Alameda community. The street network and classifications should reduce the roadway width and widening the sidewalks and adjoining multi-purpose trails wherever possible. The new street network for Alameda Point should continue to have multiple easterly connections to the existing street grid.

B. *Amendment to Land Use Classification (p. 23). The description of land use classifications is amended as follows:*

Land Use Classifications include:

1. Residential Corridor Street
2. Commercial Main Street
3. General Commercial and Industrial Street
4. School and Recreation Zone
5. Gateway Street
6. Alameda Point Corridor

C. *Amendment to Model Classifications: 2. Bicycle Priority (p. 38). The first paragraph of bicycle priority is amended by adding the following text: Street Classifications – Bicycle*

At Alameda Point bicycle routes should be extended to access shoreline parks and open space.

- D. *Amendment to List of Future New Streets and Transit Corridors in the City of Alameda (p. 40). List of Future New Streets and Transit Corridors in the City of Alameda is amended, as follows:*

Improvement	From	To	Description
Clement (West)	Grand Street	Hibbard Street	
Clement (West)	Ohlone St.	Sherman Street	
Clement (East)	Broadway	Tilden Way	
Wilver "Willie" Stargell Avenue	Main Street	Fifth Street	
Wilver "Willie" Stargell Avenue	Fifth Street	Main Street	
Mitchell-Moseley Extension	Mariner Square Loop	A new intersection on Main Street north of Singleton Avenue	
Fifth Street	Wilver "Willie" Stargell Avenue	Mitchel-Mosley	
Mariner Square Drive extension	Mariner Square Loop (east side)	Marina Village Parkway intersection with Constitution	Proposal includes a Park and Ride facility and a direct transit access on to Constitution using the current Mariner Square Drive access
Alameda Point Dev	New Streets		Various locations
West Alameda Point Ferry Terminal	Sea Plane Lagoon		Relocate Main Street Terminal to Alameda Point
<u>Bus Rapid Transit Corridor or Light Rail Corridor</u>	Fruitvale Avenue Railroad Bridge	Alameda Point	This route uses the Alameda Belt Line Property along Clement to Marina Village to Constitution to old railway property along Atlantic to Alameda Point

**5. Chapter 5: Open Space and Conservation**

- A. *Amendment to Implementing Policy 5.1.aa. (p. 63). Policy 5.1.aa is amended, as follows:*

Review proposed development projects for both water and energy efficiency, and integrate plans for the use of reclaimed wastewater for landscaping as a condition of approval. Policies

for use of reclaimed wastewater at Alameda Point can be found in Chapter 11, Alameda Point Community Plan.

**6. Housing Element**

A. *Amendment to Glossary (p. G1-4). Glossary is amended, as follows:*

**Alameda Point Housing Development.** Much of new housing development in Alameda will occur in Alameda Point residential neighborhoods. ~~A master developer, Alameda Point Community Partners (a partnership of Shea Homes, Centex Homes, RG, and Morgan Stanley) has been selected and~~ housing development is a high priority. When build-out is complete, it is estimated that Alameda Point will feature in excess of several thousand new and rehabilitated housing units. A quarter percentage of all new units will be affordable and restricted to very low, low and moderate income households as required by law. Responsible Agency: Alameda Development Services Department.

B. *Amendment to Chapter II Housing Goals, Policies, Objectives and Implementation Plan; Section B-1 (p.II-6). Section B-1 is amended, as follows:*

*c. Senior Housing Project: Reuse of historic resources at the former Naval Air Station Alameda, including the Bachelor Officer Quarters, is addressed in Chapter 11, Alameda Point Community Plan. Rehabilitate the former Bachelor Officer Quarters at Alameda Point into 210 units of senior housing. Included as part of this Senior Housing Project are a total of 30 very low income units. These units are the result of an affordable housing covenant, which would maintain affordability for at least 40 years. Is anticipated that this project should begin in 2005.*

C. *Amendment to Chapter II Housing Goals, Policies, Objectives and Implementation Plan; Section B-3 (p. II-8). Section B-3 is amended, as follows:*

*c. Alameda Point Collaborative Substantial Rehabilitation: The Alameda Redevelopment and Reuse Authority (ARRA) entered into an agreement with the Alameda Point Collaborative to provide long-term leases for approximately 186-200 units of transitional and permanent housing for formerly homeless families. The City has provided \$1.8 million for rehabilitation of 58 of these units and committed to \$3.6 million for associated infrastructure costs.*

D. *Amendment to Chapter II Housing Goals, Policies, Objectives and Implementation Plan; Table II-1-C-1 (p. II-14). Table II-1-C-1 is amended, as follows:*

**Target Objective**

15% Inclusionary requirement in BWIP and WECIP and 25% in APIP. Estimated new units: 158VL, 230L, 328M. A percentage of all new units in the APIP will be affordable to very low, low and moderate income housing as required by law.

E. *Amendment to Chapter II Housing Goals, Policies, Objectives and Implementation Plan ; Table II-1-D-7 (p. II-16). Table II-1-D-7 is amended, as follows:*

## Target Objective

Meet Citywide 40% inclusionary ordinance. A percentage of all new units within the Alameda Point Specific Plan area will be affordable to very low, low and moderate income households in accordance with law. Increase redevelopment inclusionary to 25%.

F. *Amendment to Chapter IV Housing Needs Assessment: Section F-4 Alameda Point (Census tract 4275) (p. IV-43) Section F-4 is amended, as follows:*

### 4. Alameda Point (Census tract 4275)

Redevelopment of the former Naval Air Station Alameda will occur in accordance with Chapter 11, Alameda Point Community Plan. Portions of the former Naval Air Station Alameda outside of the Alameda Point Community Plan area are addressed in Chapter 9, Alameda West of this General Plan.

~~The former Naval Air Station, Alameda (NAS) consists of 1,500 acres of a decommissioned Navy based. Approximately 550 acres will be set aside as a wildlife refuge to protect threatened bird species and another 215 acres are slated for a golf course and sports complex. The federal government still owns large parts of the former base and will transfer ownership to the City as environmental cleanup effort are completed.~~

~~The City plans to redevelop the former base and has created a new redevelopment area to help accomplish this task. Citizens participated in a two-year community planning process to develop a vision for Alameda Point. Adopted by the Alameda Reuse and Redevelopment Authority in 1996, the Community Reuse Plan calls for market rate and affordable housing, civic and institutional uses, commercial uses, an R&D/business park, water-oriented uses and activities, and recreational facilities.~~

~~There are several housing projects already underway or in the planning process at Alameda Point. The Base Closure Community Redevelopment and Homeless Assistance Act of 1994 required the City to reasonably accommodate the needs of the homeless at closing military bases. As a result, the City has committed to providing 239 units of permanent and transitional housing to the Alameda Point Collaborative, a consortium of homeless service providers. Approximately 89 units of former Navy housing already have been rehabilitated or are in the process of rehabilitation. They will be rented out to homeless and formerly homeless individuals and their families by the end of 2001. Other projects currently in progress include reuse of the Bachelor Enlisted Quarters (BEQ), Bachelor Officers Quarters (BOQ), and the existing housing units in a an area called West Housing. New housing is proposed in the Civic Core and Marina mixed-use areas. Liveboards will be part of the proposed marina in the Seaplane Lagoon.~~

G. *Amendment to Chapter V Resources for Housing Opportunities: Section C Site 24a, 24b, 24c, 25, 26, 27, 28, 29, 30 (p. V16-V18). Section C is amended to replace sites 24a through 30, as follows:*

Sites 24a to 30: Redevelopment of the former Naval Air Station Alameda will occur in accordance with Chapter 11, Alameda Point Community Plan.

~~Site 24a—Alameda Point—West Housing (MOU): This site is located north of Atlantic Avenue on Alameda Point. The site is currently designated Federal Facilities in the City's General Plan and is~~

proposed to be redesignated to Medium Density Residential as part of the Alameda Point General Plan Amendment. The 58 units on site 24a are a component of 200 housing units that were constructed by the Navy and have been leased to the Alameda Point Collaborative by the City. These units were originally occupied by Navy personnel and have been vacant since the Naval Air Station closed in 1997. The units had not been available for occupancy by non-military households prior to January 1999. The substantial rehabilitation of these 58 units was funded by the City and includes 30 units of very low income housing managed by UA Housing and 28 units of very low income housing managed by Operation Dignity. The project is complete and occupied. Conformance rezoning will occur after the adoption of the General Plan Amendment for Alameda Point.

Site 24b – Alameda Point – West Housing (non-MOU): This project is the rehabilitation of the remaining 142 units of former Navy multi-family housing for very low income households, as described above. Eighty-nine of these units have been rehabilitated, and the balance are in the process of being rehabilitated. The units are under a long term lease managed by a consortium of non-profit organizations, the Alameda Point Collaborative. These units were originally occupied by Navy personnel and have been vacant since the Naval Air Station closed in 1997. The units had not been available for occupancy by non-military households prior to January 1999. Conformance rezoning will occur after the adoption of the General Plan Amendment for Alameda Point.

Site 24c – Alameda Point – West Housing (Big Whites and Ranches): The 68 units on site 24c include detached single family homes, ranchettes and townhouses that are rented at market rates by the ARRA. These units were originally occupied by Navy personnel and have been vacant since the Naval Air Station closed in 1997. The units had not been available for occupancy by non-military households prior to January 1999. Conformance rezoning will occur after the adoption of the General Plan Amendment for Alameda Point.

Site 25 – Alameda Point – Bachelor Officers Quarters (former Navy BOQ Housing): This site is located north of West Midway Avenue on Alameda Point. The site is currently designated Federal Facilities in the City's General Plan and is proposed to be redesignated to Mixed Use (Civic Core Mixed Use Area) as part of the Alameda Point General Plan Amendment. The project consists of the conversion and rehabilitation of single room occupancy (SRO) units that were constructed by the Navy for Bachelor's Officers Quarters (BOQ). It is proposed that a mixed SRO and apartment project be developed into a total of 210 affordable units. Conformance rezoning will occur after the adoption of the General Plan Amendment for Alameda Point.

Site 26 – Alameda Point – West Neighborhood District: This site includes a number of parcels located north of Tower Drive on Alameda Point. The site is currently designated Federal Facilities in the City's General Plan and is proposed to be redesignated to Low and Medium Density Residential as part of the Alameda Point General Plan Amendment. The proposed project consists of 272 new housing units with one in four units affordable to very low, low and moderate income persons. Conformance rezoning will occur after the adoption of the General Plan Amendment for Alameda Point.

Site 27 – Alameda Point Civic Core District: This site includes a number of parcels located north of West Essex on Alameda Point. The site is currently designated Federal Facilities in the City's General Plan and is proposed to be redesignated to Low and Medium Density Residential as part

of the Alameda Point General Plan Amendment. The proposed project consists of 128 new housing units with one in four units affordable to very low, low and moderate income persons. Conformance rezoning will occur after the adoption of the General Plan Amendment for Alameda Point.

~~Site 28 – Alameda Point Marina: This site is located in the Seaplane Lagoon on Alameda Point. The site is currently designated Federal Facilities in the City's General Plan and is proposed to be redesignated to Mixed Use (Marina Mixed Use District) as part of the Alameda Point General Plan Amendment. The new liveaboard units within the Alameda Point Marina are within a redevelopment area and will be subject to the affordability requirements of redevelopment law. Liveaboard units currently range in price from \$235,000, within the affordability range for moderate income households, to \$350,000, based on information provided by a local real estate agent who sells live-aboards. The project includes 530 boat berths, 10 percent of which are included as liveaboard housing (see comment for Site 17.) The proposed project could include three very low income units, five low income units and 45 moderate income units. Conformance rezoning will occur after the adoption of the General Plan Amendment for Alameda Point.~~

~~Site 29 – Alameda Point Civic Core District: This site is located north of West Midway Avenue on Alameda Point. The site is currently designated Federal Facilities in the City's General Plan and is proposed to be redesignated to Mixed Use as part of the Alameda Point General Plan Amendment. The General Plan Amendment envisions a mixed-use neighborhood that includes 34 acres of housing. The neighborhood would include several projects that collectively would produce 525 housing units with one in four units affordable to very low, low and moderate income persons. Conformance rezoning will occur after the adoption of the General Plan Amendment for Alameda Point.~~

~~Site 30 – Alameda Point – Marina District: This site is located immediately north and east of the Seaplane Lagoon on Alameda Point. The site is currently designated Federal Facilities in the City's General Plan and is proposed to be redesignated to Mixed Use as part of the Alameda Point General Plan Amendment. The General Plan Amendment envisions a mixed-use neighborhood that includes 27 acres of housing. The neighborhood would include several projects that could collectively produce 525 housing units with one in four units affordable to very low, low and moderate income persons. Conformance rezoning will occur after the adoption of the General Plan Amendment for Alameda Point.~~

- I. *Amendment to Chapter VI Non-governmental and Governmental Constraints to Affordable Housing: Section B-3, (p. VI-12). Section B-3 is amended, as follows:*

### 3. Alameda Point

The City is relying on redevelopment of Alameda Point to meet a significant percentage of its regional share of housing needs. ~~Table V-1 allocates about 931 units to specific sites on Alameda Point (sites 24, 25, 26, 27 and 28) as well as 525 units each within two mixed use neighborhoods (Marina District and Civic Core), commencing in 2013.~~ Although the City has approved a plan for redevelopment of this land for civilian housing, there are numerous constraints, mostly governmental, to construction of housing units on Alameda Point.

These constraints include: 1) areas subject to tidelands restrictions; 2) Navy's installation restoration schedule for contamination remediation; 3) restrictions related to the National Register-eligible historic district; 4) US Fish and Wildlife refuge and associated land use

restrictions; 5) transfer of military lands; 6) infrastructure reconstruction; and 7) traffic constraints. Following is a brief discussion of the issues related to these constraints.

- a. *Tidelands Trust Restrictions:* Approximately 955 acres at Alameda Point are located within the "Tidelands Trust." The original shoreline for the island of Alameda was altered when the Federal government established Naval Air Station (NAS) Alameda. A large area of fill extended the westerly area of NAS for military use. These lands are subject to the Public Trust for Commerce, Navigation and Fisheries, and under California state law, these lands must be devoted to Trust purposes through land uses that attract people to the waterfront, promote public recreation, protect habitat, or preserve open space. By state law, residential uses and general purpose industrial warehousing and commercial uses are not permitted uses on Tidelands Trust property. This entire area currently is not available for housing development. The City has facilitated the redesignation of Public Trust lands to accommodate housing and other uses. Senate Bill 2049, which took effect in 2000, enacts the Naval Air Station Alameda Public Trust Exchange Act ("PTEA"), the purpose of which is to facilitate the productive reuse of Public Trust lands designated for commerce, navigation and fisheries. Under this bill, exchanges of Public Trust Lands will be made within the NAS property. Released land from the Public Trust will become mixed use development under the proposed Alameda Point General Plan Amendment, currently under review by the City. The laws regarding use of tidelands are beyond the control of the City of Alameda. Navy land within the Tidelands Trust must first be deemed free of contamination by the State Lands Commission. Notwithstanding the limitations and restrictions on the use of lands within the Trust, the restrictions imposed by the Trust should not prevent the City from realizing its housing goals and objectives because following the exchange contemplated by the PTEA, there remains sufficient property outside the Trust to accommodate sites necessary to meet the City's RHND.
  
- b. *Remediation of Hazardous and Toxic Materials:* Within Alameda Point, there are several geographic areas which are contaminated with hazardous and toxic materials, such as petroleum hydrocarbons in soil and groundwater, polyaromatic hydrocarbons, volatile organic compounds, and radionuclides and metals. The Navy is legally responsible to assess adequately and cleanup all environmental contamination on Alameda Point, but is not necessarily required to clean to a level which would permit residential development. The Navy is proposing to meet its remediation obligations by placing limitations on future use of the property so that use is consistent with the level of cleanup. Alameda is negotiating to limit the Navy's use of this approach at Alameda Point but ultimately the City must abide by federal and regulatory agency decisions on this matter. While the City anticipates full transfer of the military lands to the City over a period of approximately five years, the schedule for transfer is subject to the Federal funds available for remediation, and is based on the extent of cleanup involved as each site undergoes remediation. ~~For Federal fiscal year ending September 30, 2001, approximately \$38 million has been allocated to cleanup at Alameda Point.~~ While these funds will initiate the remediation process, this will be insufficient to complete remediation necessary prior to transfer. The need for environmental remediation represents potential delays in sites becoming available for transfer and redevelopment and may limit future residential use of the property. ~~Congress cut funds for cleanup of closed bases by 50 percent in the 2002 fiscal year.~~ The Reuse Plan for the NAS calls for the Navy promptly to clean up properties located on the former Naval Air Station consistent with the proposed reuses identified in the Reuse Plan. With the adoption of the Alameda Point Community Plan, clean up to residential standards may be required in additional locations. The City is working with the Navy and they will work with Master Developer of Alameda Point to expedite clean up efforts and allow for residential and other



uses on Alameda Point consistent with the Alameda Point Community Plan. Further, the City will continue to work with the California federal legislative delegation to ensure that adequate clean funds are appropriated to the Navy by Congress. Early transfer of the Navy property to the City depends on approval from both the US Environmental Protection Agency (EPA) and the State Department of Toxic Substance Control (DTSC).

- c. *Historic District:* As part of base closure, the Navy determined, and the California State Historic Preservation Officer concurred, that the historic "core" of NAS Alameda was a significant historic resource eligible for the National Register of Historic Places. As such, it is eligible for protections under the National Historic Preservation Act. The City has designated this area as an historic district and as a City Historic Monument. ~~Exterior alterations to historic monuments must be reviewed for approval by the City's Historic Advisory Board. In addition, the Historic Advisory Board must make specific findings about the economic infeasibility of rehabilitation before approving an application to demolish an historic resource~~ Alterations to or demolition of historic resources is subject to the provisions of the Alameda Point Specific Plan. The Historic District covers a significant portion of the area to be transferred to the City. ~~Any development within the District needs to be done in compliance with protecting the historic resources on the site, or the City must prepare an Environmental Impact Report assessing the adverse environmental impacts and make findings of overriding consideration before affecting the resource. The City has an aggressive adaptive reuse program on Alameda Point that provides for the rehabilitation of historic structures consistent with the standards promulgated by the US Secretary of the Interior, and the boundaries of this district may be further modified as part of the National Historic Preservation Act Section 106 process required as a condition to transfer of the base by the Navy.~~ The City will continue to reuse historic structures where appropriate and require that new development be sensitive to the historic district on Alameda Point. The standards for rehabilitation of historic structures promulgated by the US Secretary of the Interior are beyond the control of the City of Alameda. However, it is not anticipated that the existence of the Historic District or individual contributing historic structures will significantly impede the City's ability to achieve its RHND allocation goals.
- d. *Wildlife Refuge:* ~~About 565 acres of land at Alameda Point are designated as a US Fish and Wildlife Service (USFWS) wildlife refuge. On this site is Former runway areas of the base adjacent to testing contain a breeding colony of the endangered California Least Tern as well as a very large colony of Western Gulls. In addition to the land area, 413 acres of water area are included in the wildlife refuge, which offer habitat to numerous fishes and foraging areas for sea birds. The breakwater is also a haul-out for Harbor Seals and includes a including California Brown Pelican roost and the potential for special status fish species. To avoid adverse impacts to the endangered species, the Navy ~~was~~ is required by the Federal Endangered Species Act to enter into an agreement with the USFWS concerning predator management and development controls on properties that are transferred from the Navy to the City. ~~The~~ A Biological Opinion ~~was~~ will be required under a Section 7 consultation for Navy transfer of property because the transfer may affect federally-listed species, in this case, the California Least Tern and California Brown Pelican. The March 1999 Biological Opinion issued by the USFWS to the Navy includes terms and conditions that restrict land use adjacent to the refuge, including prohibitions on new buildings (including housing). The Wildlife Refuge is an area not available for development. The actions of the USFWS are beyond the control of the City of Alameda. However, it is not anticipated that the existence of the ~~Wildlife Refuge at these species around~~ Alameda Point or the conditions imposed by ~~the future~~ Biological Opinion will significantly impede the City's ability to achieve its RHND allocation goals.~~

e. *Transfer of Military Lands:* The City completed the environmental review necessary to accept Prior to transfer of the federal lands to the City, and in June 2000, the federal government issued the Record of Decision to identify the transfers of the property. However, there are still significant issues to be resolved before the lands can be transferred. The most significant issues are related to environmental cleanup of hazardous and toxic materials, as discussed above the federal government must complete environmental analysis pursuant to NEPA. While the reoccupation of certain portions of existing military housing is feasible has taken place prior to transfer of Base property, development of new housing on the former military lands cannot occur until transfer has been completed. The City and the Navy are committed to accomplishing the transfer of the property in a timely manner and to accommodate residential development consistent with the General Plan (including its Housing Element) within the planning period. However, completion of the conveyance is not solely within the control of the City of Alameda.

f. *Infrastructure:* Alameda Point will require extensive infrastructure improvements in order to allow for redevelopment.

The City is working to identify how to finance the design and construction of this infrastructure. The NAS Alameda Street Improvement Plan prepared by Rajappan & Meyer in March 1997 and Utility Study for the Alameda NAS prepared by Moffatt & Nichol Engineers in 1996 include the following construction costs for infrastructure replacement and upgrades:

Storm Drainage System	\$34.59 million
Sewer System	\$16.70 million
Water/Fire Protection System	\$16.61 million
Gas/Electricity System	\$24.59 million
Roadway System	\$74.90 million
Total Estimated Cost	\$167.39 million*

\* 1996 dollars

The City faces significant challenges in finding ways to finance these extensive needed improvements. To a significant extent the availability of funding for the necessary infrastructure improvements is dependent upon a healthy market for residential and non-residential development. However, assuming such healthy markets, and the City has concluded that the financing and construction of the improvements necessary to accommodate the development of the City's RHND allocation is feasible within the planning period of this Element.

g. *Traffic Constraints:* Unless an additional bore to the existing Webster/Posey Tunnels or another crossing of the Estuary can be provided, traffic capacity within the Webster Street corridor represents a very real constraint on how much development may occur at Alameda Point and within the transitioning Northern Waterfront area. As part of adopting the General Plan Amendment for the reuse of Alameda Point, the City has and may have to in the future adopt policies and regulations which affect the timing, density and/or location of future development to match available capacity. This may impact both residential and non-residential development in Alameda Development of Alameda Point may increase traffic at certain locations in the City and on adjacent regional roadway networks. Caltrans, the City of Oakland and the Port of Oakland are three governmental agencies with regulatory control over construction of additional regional traffic improvements in this corridor the vicinity of

Alameda Point. Funding for such improvements would rely on numerous local, regional, State and federal government agencies. The City is committed to working with these agencies to provide an expanded range of transportation alternatives, as well as exploring feasibility of alternative transportation modes to connect Alameda with Oakland, and the greater Bay Area. ~~The Alameda County Congestion Management Agency (CMA) provides an additional traffic constraint through its Congestion Management Program (CMP). The CMP requires all cities in the County to maintain traffic at specific Levels of Service (LOS) on the CMP designated highway system. The CMP system includes the Webster/Posey tubes connecting I-880 with Alameda. The CMA is responsible for monitoring levels of service on the CMP system and requires local jurisdictions to prepare deficiency plans in the event that LOS standards are exceeded. Compliance with these LOS standards is a further constraint to the provision of housing on Alameda Point. Penalties for non-compliance with CMP standards include the loss of gas tax funds. The City is committed to working with the CMA and other agencies to provide additional capacity and acceptable levels of service on CMP roadways in Alameda. The actions of these public agencies are beyond the control of the City of Alameda.~~

In summary, the City is committed to providing more than half of its share of regional housing need on Alameda Point. The City's success in constructing this housing is dependent on numerous other local, regional, state and federal agencies who share regulatory, funding and other responsibilities with the City of Alameda.

H. *Amendment to Chapter VI Non-Governmental and Governmental Constraints to Affordable Housing: Section B.5 (p. vi-22). Section B.5 as follows:*

#### 5. Measure A Exceptions

The City Council agreed in the 1990 Settlement Agreement on the Guyton vs. City of Alameda case that Section 26-2 of the City Charter allows the Alameda Housing Authority to replace, with multi-family housing, 325 low cost housing units. This number represents the number of low cost units lost when the former Buena Vista Apartments were converted to the market rent Bridgeport Apartments (now called Harbor Isle Apartments). The City agreed that 325 units of multi-family housing can be built at densities allowed as of January 1, 1990, even if Zoning and General Plan changes were subsequently adopted that would reduce allowable densities. This exception has not been used to date, although it is anticipated that it will be needed in the near future for almost 100 low and moderate-income units committed to be developed in the Catellus project. Furthermore, it is anticipated that the balance will be used in meeting Alameda's Regional Housing Need Determination (RHND).

In addition, pursuant to an initiative enacted by the voters, the provisions of Article XXVI of the City Charter do not apply to Alameda Point, as described in Chapter 11, Alameda Point Community Plan.

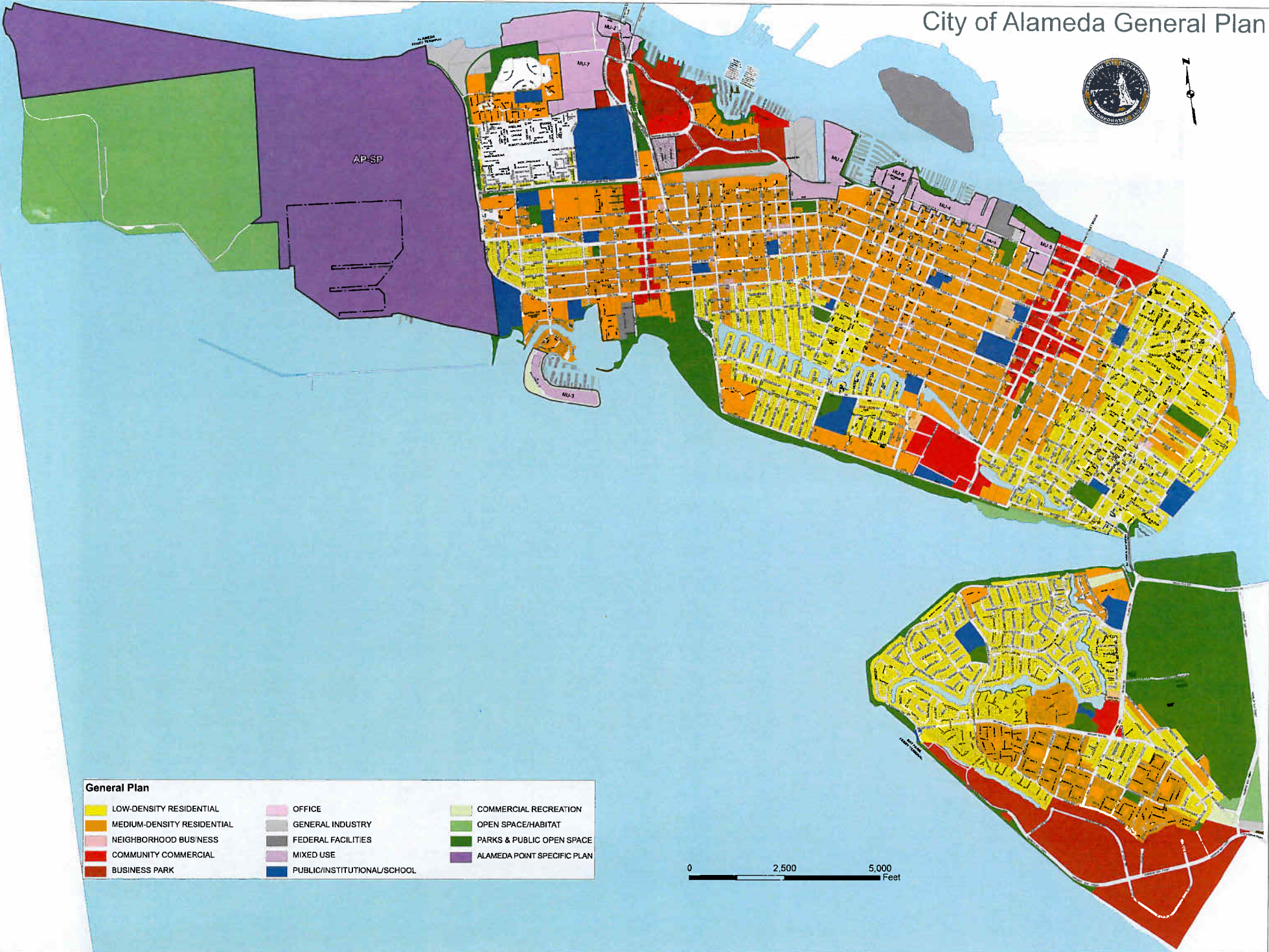
### III. General Plan Table and Figure Amendments

The figures and tables of the General Plan are hereby amended as shown in the attached Figure V-A, Land Availability and Supply Map (Housing Element, p. V-7), Figure V-D, Alameda Point Land Use Plan (Housing Element), Land Availability and Supply Table, January 1, 1999 to June 30, 2006 (Housing Element p. V-6), Alameda Street Type Classification System (Transportation Element, Chapter 4, following p.15), Alameda Land Use Overlay Street

Functional Classifications (Transportation Element, Chapter 4, following p.23), Alameda Transit Priority Street Modal Overlay (Transportation Element, Chapter 4, following p.33), Alameda Bicycle Priority Overlay (Transportation Element, Chapter 4, following p.37), Alameda Truck Route Modal Overlay (Transportation Element, Chapter 4, following p.38);

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General Plan

	LOW-DENSITY RESIDENTIAL		OFFICE		COMMERCIAL RECREATION
	MEDIUM-DENSITY RESIDENTIAL		GENERAL INDUSTRY		OPEN SPACE/HABITAT
	NEIGHBORHOOD BUSINESS		FEDERAL FACILITIES		PARKS & PUBLIC OPEN SPACE
	COMMUNITY COMMERCIAL		MIXED USE		ALAMEDA POINT SPECIFIC PLAN
	BUSINESS PARK		PUBLIC/INSTITUTIONAL/SCHOOL		

0 2,500 5,000 Feet



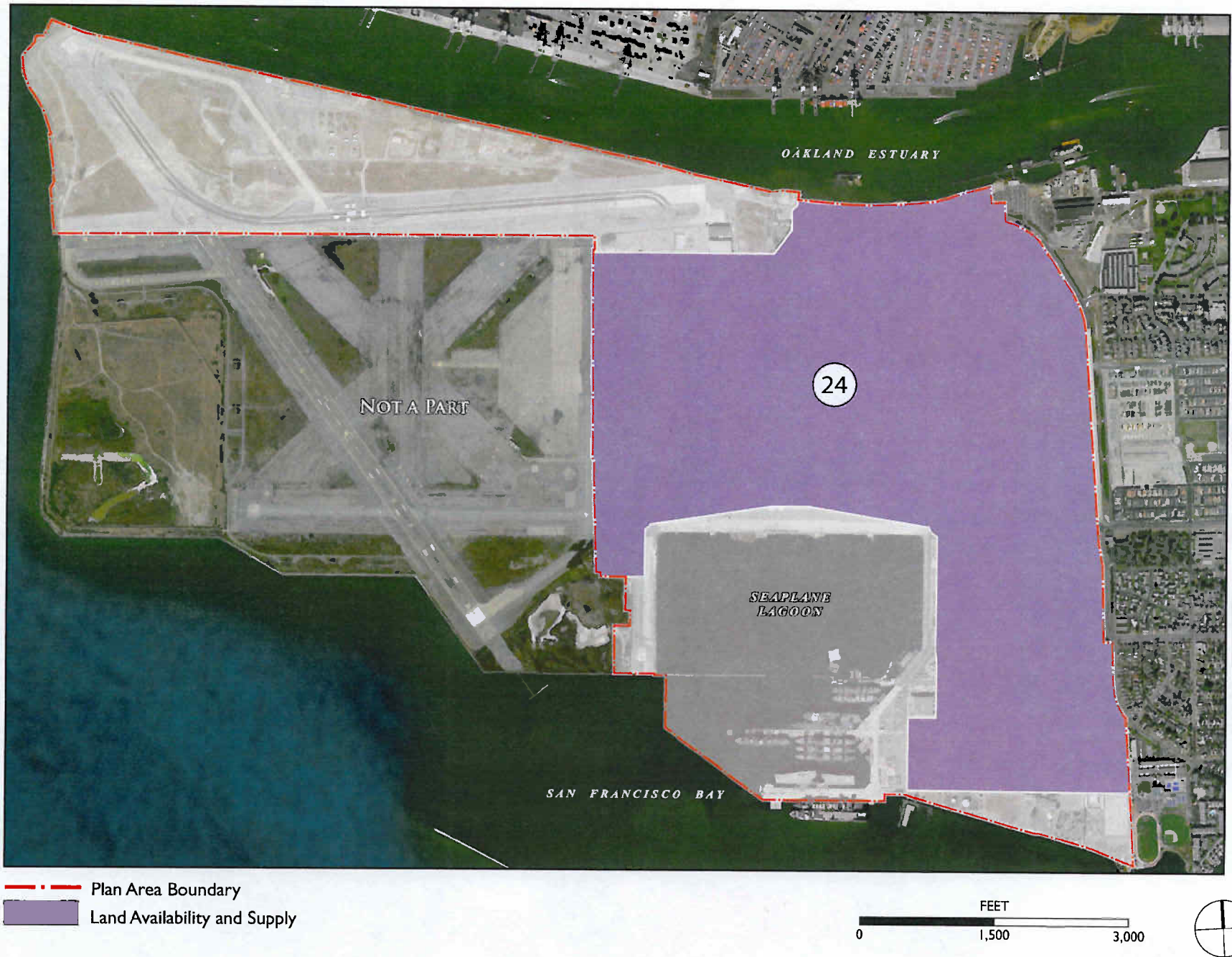
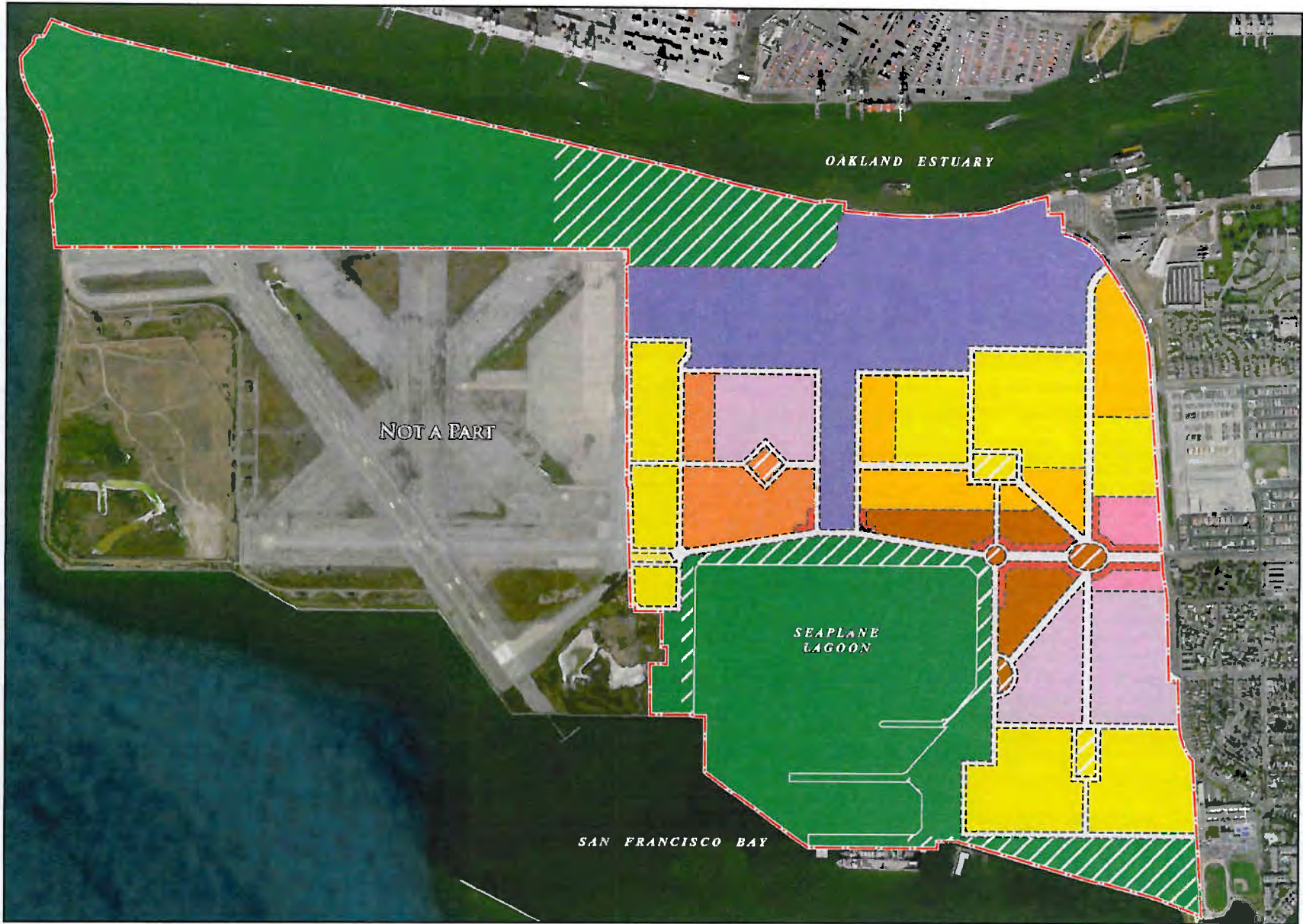
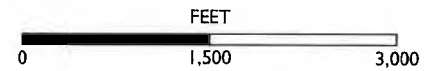


Figure V-A  
**Alameda Point Land Availability and Supply Map**





- Plan Area Boundary
- AP-PMU: Preservation Mixed Use
- AP-MU: Mixed Use
- AP-RM: Residential Medium
- AP-RMH: Residential Medium High
- AP-RH: Residential High
- AP-C: Commercial
- AP-PT: Public Trust
- Ground Floor Retail
- Future Park Dedication



*Figure V-D*  
**Alameda Point Land Use Plan**

City of Alameda -- Housing Element 2001-2006

**Land Availability and Supply Table**  
**January 1, 1999 to June 30, 2006**

	Location	General Plan Designation <sup>1</sup>	Zoning	Acres	Total Units	Income				Information and Current Status <sup>2</sup>
						Very Low	Low	Mod	Above Mod	
1	460 Buena Vista	MDR	R - 4 - PD		11	3	8			Acquired by Housing Authority and Rehabilitated / Completed in 2000
2	The Gardens / Buena Vista	MDR	R - 4 - PD	8.9	83			8	75	New Construction / BWIP / 8 inclusionary units / Completed in 1999
3	1109 Buena Vista	MDR	R - 2		2		2			New Construction / Completed in 2000
4	Playa Del Alameda / Crolls Garden Court	MDR	R - 4 - PD		40	40				Section 8 Opt-Out, Refinanced and Rehabilitated with long term affordability in 2000
5	746 Eagle	MDR	R - 5		1	1				Housing Authority Rehabilitation / Completed in 2000
6	2201 Santa Clara	MDR	R - 6		3		3			Housing Authority / Land Trust Model Homeownership / New Construction / Completed in 2001
7	Marina Cove - Buena Vista and Hibbard	MDR	R - 4 - PD	20.5	152	10	7	13	122	Approved Tentative Map / BWIP / Under construction in 2001
8	626 Buena Vista	MDR	R - 4 - PD		9	1	3	5		Design development / Approved Planned Development / Under construction 2001
9	CDBG Sub. Rehab.	n / a	n / a		18	18				Funded / Miscellaneous scattered sites
10	AUSD Project	n / a	n / a		16		16			Funded / Site to be identified
11	Westline / Otis Drive	LDR	R - 1 - PD		3				3	Proposed / Approved Planned Development
12	43 County Road	LDR	R - 1		5				5	Proposed / Approved Parcel Map
13	2001 Versailles	MDR	R - 2 - PD	1	15				15	Proposed / Approved Planned Development
14	Elders Inn / 1721 Webster	CC	C - C		52				52	Completed / BWIP / 52 Assisted living units - <del>Construction Complete 2000</del> - Not included to meet housing need.
15	Aegis / 2415 Mariner Square Drive	MU - 2	M - 2 - PD		103				103	Proposed / 103 Assisted living units - approved - Not included to meet housing need.
16	Bay Cove (3500 Oleander)	MDR	R - 2 - PD	2.8	28				28	Approved subdivision of 28 single family units
17	Barnhill Marina / Mariner Square	CR	M - 2		9			9		Legalization of Liveboard units
18	Alameda Mini - Storage (Singleton Ave.) <sup>3</sup>	FF	M - 2 - PD	4.79	72	4		7	61	BWIP / 11 inclusionary units / Alameda Point GPA (Assumes 4.79 acres at 15 units per acre)
19	Alameda Beltline (next to Constitution)	MDR	M - 1 - PD	4	84		36	48		WECIP / subject to inclusionary requirements / General Plan assumes 84 units
20	MU-5 Site <sup>3</sup>	MU-5	M-1/M-2	27.1	300	18		27	255	BWIP / 45 inclusionary units/ General Plan calls for 300 two-family units on the properties.
21	Former Rite Aid (Constitution / Buena Vista) <sup>3</sup>	MDR	C - M	1.57	26	2		3	21	BWIP / 5 inclusionary units (Assumes 1.57 acres at 16.6 units per acre)
22	Infill Housing	n / a			70			70		Citywide / approximately 10 units per year

1. MDR (Medium Density Residential), FF (Federal Facilities), LDR (Low Density Residential), CC (Community Commercial), MU (Mixed Use), OS (Open Space), M-2-G (General Industrial/Manufacturing, Special Government, Combining District)

2. AP - Alameda Point, BWIP - Business and Waterfront Improvement Project (Redevelopment), WECIP - West End Capital Improvement Project (Redevelopment), APIP - Alameda Point Improvement Project (Redevelopment), GPA - General Plan Amendment, Inclusionary - Required by State Redevelopment Law and Community Improvement Commission

3. Table shows 15% affordable units; however, after subsequent amendment to the BWIP/WECIP redevelopment plans, the actual number of required affordable units will be 25%.



Land Availability and Supply Table  
January 1, 1999 to June 30, 2006

	Location	General Plan Designation <sup>1</sup>	Zoning	Acres	Total Units	Income				Information and Current Status <sup>2</sup>
						Very Low	Low	Mod	Above Mod	
23a	Catellus FISC/East Housing Development FISC (MOU) <sup>3</sup> / Operation Dignity/AHA owned	MDR	MX	70	475			48	427	Proposed / APIP / Approved / Tentative Map
23b	FISC (Agreement with Renewed HOPE/Arc Ecology) AHA - owned	MDR	MX	2.5	39	39				Proposed / APIP / Includes Catellus very low income inclusionary units / Approved Master Plan
23c	FISC (Agreement with Renewed HOPE/Arc Ecology) AHA - owned	MDR	MX	3	60	18	18	24		Proposed / APIP / Approved Master Plan
24a	AP - West Housing (MOU)	FF	M-2-G		58	58				Construction Completed in 2001 / APIP
24b	AP - West Housing (non MOU)	FF	M-2-G		142	142				Construction Completed on 89 units in 2001 / APIP
24c	AP - West Housing (Big Whites and Rancho)	FF	M-2-G		68					Occupied and Pending Substantial Rehab / APIP
24	Alameda Point <sup>4</sup>	AP-SP	AP-SP		1044	63-105	47-78	47-78	783-887	
25	AP - Bachelor Officers Quarters (BOQ)	FF	M-2-G		210	30	20	160		Proposed / APIP / 32 required inclusionary units / Proposed Senior Housing / Existing 1999 affordable housing covenant
26	AP - West Neighborhood District	FF	M-2-G	31	272	12	28	27	204	APIP / 68 required inclusionary units / Alameda Point GPA
27	AP - Civic Core District	FF	M-2-G	9	128	8	13	11	96	APIP / 32 required inclusionary units / Alameda Point GPA
28	AP Marina (Seaplane Lagoon)	FF	M-2-G	8	53	3	5	30	15	BWIP / 14 required inclusionary units / Liveboards / Alameda Point GPA (8 acres)
29	AP - Civic Core	FF	M-2-G	34	525	31	53	48	393	APIP / Alameda Point GPA (Assumes 27 acres at 15 units per acre)
30	AP - Marina District	FF	M-2-G	27	525	31	53	48	393	APIP / 132 required inclusionary units / Alameda Point GPA (Assumes 34 acres at 20 units per acre)
31	Amnesty Units				30			30		Citywide / approximately 8 units per year / includes 15 low and 15 very low units
	Total Housing Units <sup>5**</sup>				3,687	470	265	616	2,181	Total units in Housing Units includes Sites 14 and 15 which are not included to meet housing need.
	Association of Bay Area Governments (ABAG) Regional Housing Need Determination (RHND)**				2,162	443	265	611	843	
	Excess Balance**				1,525	27	0	5	1,338	Total units in Excess Balance includes Sites 14 and 15 although units are not included to meet housing need.

1. MDR (Medium Density Residential), FF (federal Facilities), LDR (Low Density Residential), CC (Community Commercial), MU (Mixed Use), OS (Open Space), M-2-G (General Industrial/Manufacturing, Special Government, Combining District)

2. AP - Alameda Point, BWIP - Business and Waterfront Improvement Project (Redevelopment), WECIP - West End Capital Improvement Project (Redevelopment), APIP - Alameda Point Improvement Project (Redevelopment), GPA - General Amendment, Inclusionary - Required by State Redevelopment Law and Community Improvement Commission

3. Table shows 15% affordable units; however, after subsequent amendment to the BWIP/WECIP redevelopment plans, the actual number of required affordable units will be 25%.

4. MOU - Memorandum of Understanding between the City and the Alameda Point Collaborative

5. Total units figure for Alameda point reflects the estimated residential dwelling units for the first phase and does not include density bonuses that may be available under state law.

\* These figures represent approximate ranges of affordable housing to be developed at Alameda Point from the near-term (2007) through build-out (estimated to occur in 2014). The actual affordable housing unit counts may be higher or lower than these estimates, based on various factors, including for example compliance with applicable affordable housing laws.

\*\* Table does not reflect housing range estimates for Alameda Point.

# Alameda Street Type Classification System



0 0.25 0.5 Miles



## Legend

### Streets

— <all other values>

### STREETTYPE

- REGIONAL ARTERIAL
- ISLAND ARTERIAL
- TRANSITIONAL ARTERIAL
- ISLAND COLLECTOR
- TRANSITIONAL COLLECTOR
- LOCAL STREET
- Ferry Terminal

## LEGEND - ALAMEDA POINT

— Plan Area Boundary	— West Atlantic Avenue	ROW
↙ Primary Street Access	— Typical Boulevard	120'
↘ Secondary Street Access	— Waterfront Parkway	86'
	— Connector Street	48'
	— Local Street *	60'
	— Connector Street at Open Space	55'
	— One Way Local Street at Open Space	50'
	— Alley	38'
		20'

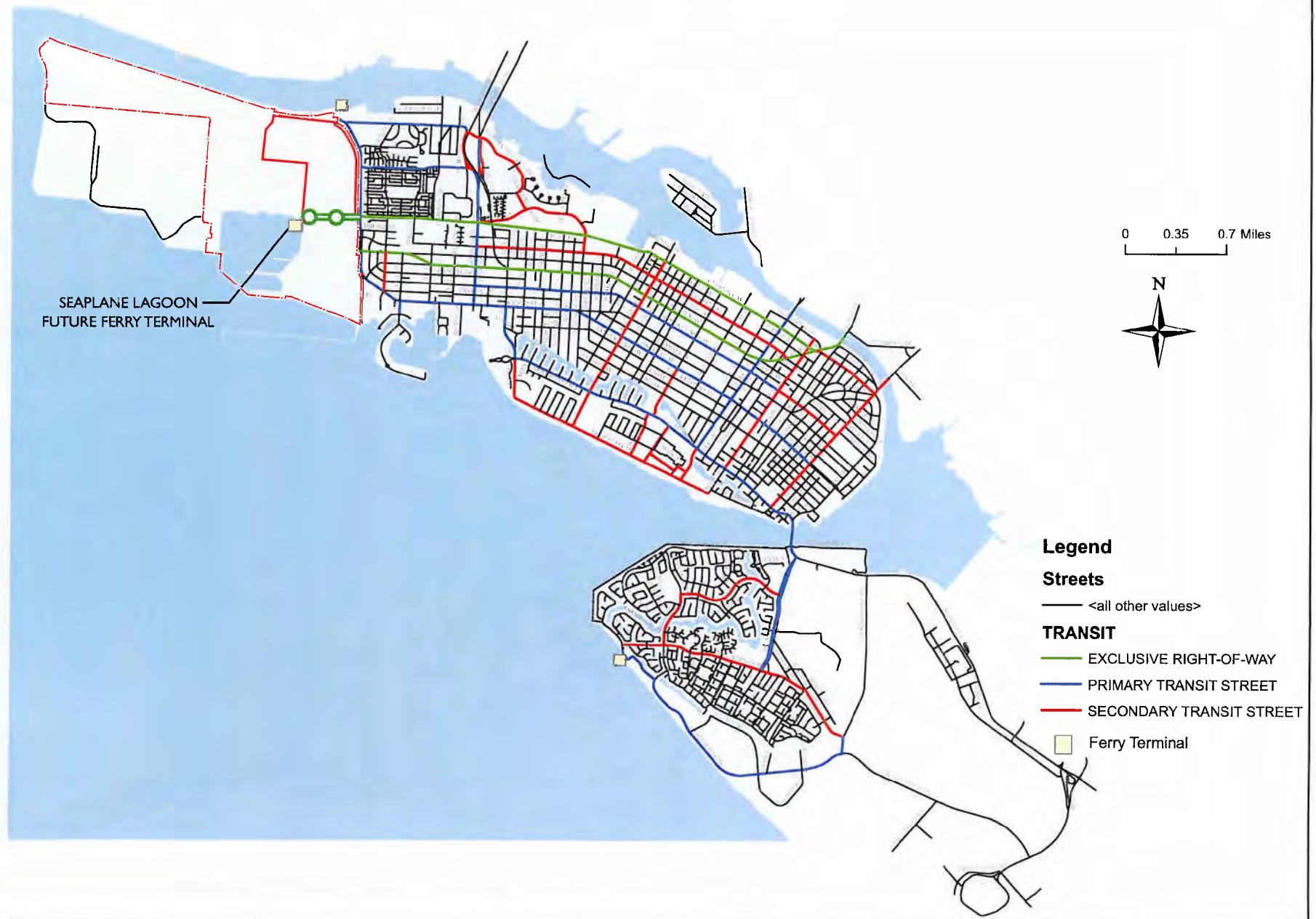
\* Roadway widths subject to revision in the Big Whites area

# Alameda Land Use Overlay Street Functional Classifications





# Alameda Transit Priority Street Modal Overlay



# Alameda Bicycle Priority Overlay



# Alameda Truck Route Modal Overlay



0 0.3 0.6 Miles



Alameda Point Truck Routes

### Legend

#### Streets

<all other values>

#### Truck

TRUCK ROUTE

Ferry Terminal

# **EXHIBIT D**



# ALAMEDA POINT SPECIFIC PLAN

ALAMEDA, CALIFORNIA



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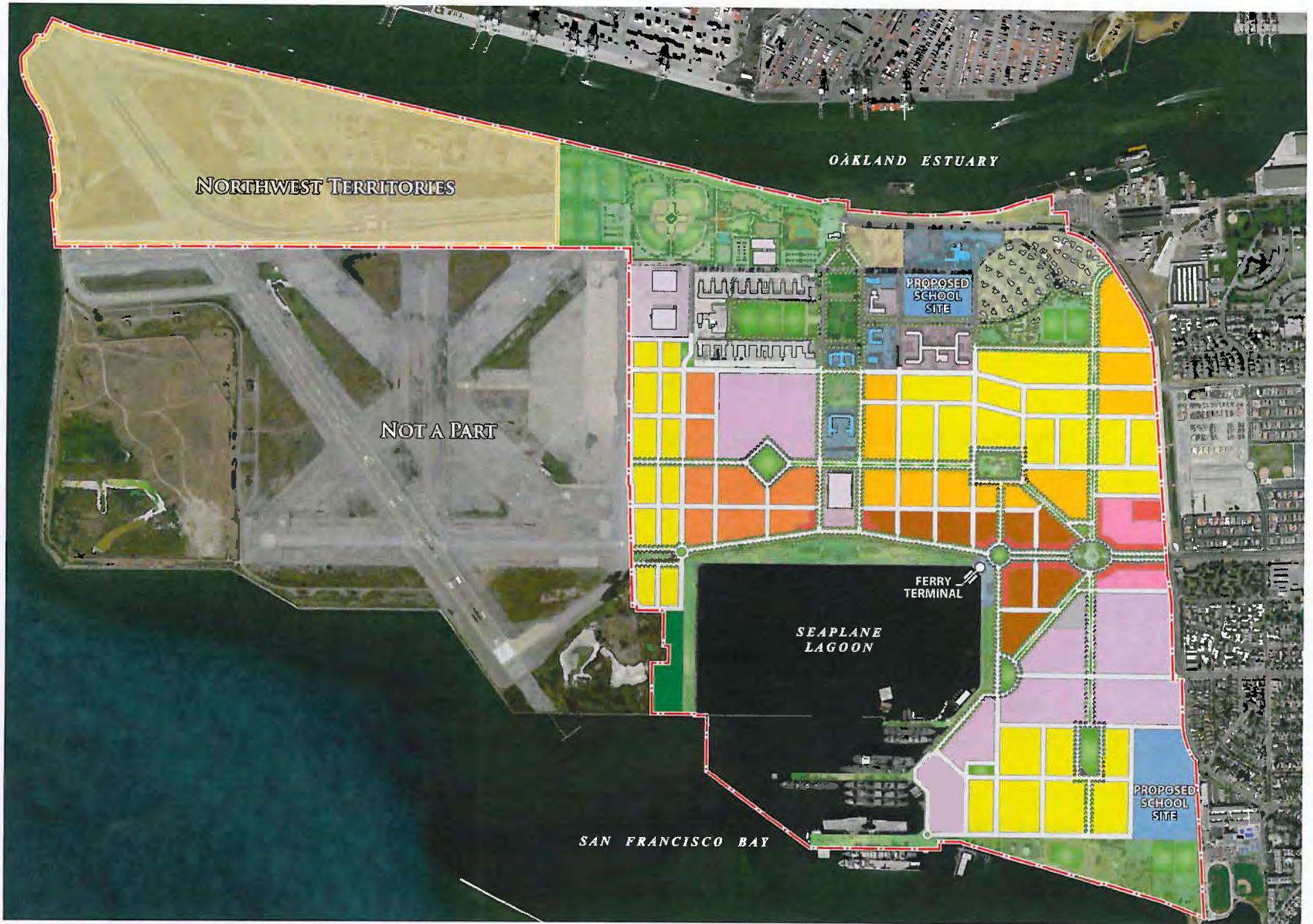
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Illustrative Plan

Not to Scale





*This plan represents an achievable vision for redevelopment of a significant portion of the former Alameda Point Naval Air Station. The Naval Air Station was decommissioned in 1997 after 61 years of U.S. military use. Over the years, many plans for the renovation of the area now known as Alameda Point have been discussed but little progress has been made. Past military operations of the Navy resulted in acres of contaminated soil and groundwater that pose significant environmental health risks. The Naval Air Station was declared a Superfund cleanup site in 1999. Alameda Point must be cleaned of toxic contaminants consistent with federal and state laws to protect human health and the environment. In order to achieve this, a realistic plan for reuse is needed.*

*Without redevelopment, Alameda Point is expected to be a drain on City resources in years to come. Aging infrastructure systems (sewers, water, storm drains, electrical, roads, sidewalks and deteriorating buildings) are the responsibility of Alameda taxpayers; they affect the environment and if the status quo continues will cost the City millions of dollars every year – money that could be spent on police, fire, parks and other critical services.*

*Over the past year, Alameda and its citizens, together with an urban planning team, worked collectively to develop this detailed and specific*

*plan for Alameda Point. A key requirement of the project is that its costs will be paid for from the development itself and will not burden either Alameda taxpayers or the City's General Fund. Here are a few components of the plan:*

- Clean up of site contaminants to protect human health and the environment.*
- Trails and walkways that give public access to the waterfront and some of the most beautiful views in the Bay Area*
- Soccer, baseball, softball, and football fields, basketball courts and walking and running trails that will be available to all Alameda residents*
- New businesses and more good-paying jobs in Alameda*
- Retention of key historic structures and open space areas for reuse and enjoyment*
- Quality housing that is consistent with the character of Alameda and helps protect property values throughout Alameda*
- More transit services for Alameda residents using BART, buses and ferries.*

*The Alameda Point Specific Plan, which includes input from hundreds of Alameda residents, will be voted on by Alameda voters.*

*With implementation of the Specific Plan, Alameda Point will be*

*transformed and will not be a drain on City maintenance resources. The community will be appropriately cleaned of contamination. New Alameda Point water, sewer, storm drainage systems will not negatively impact the City budget and will allow for a new and healthy neighborhood. The Project will respect nearby natural resources and its beautiful setting. It will provide all Alamedans with recreation and open space opportunities.*

*Alameda Point will provide compact, mixed use, transit-oriented housing in the heart of the Bay Area. The Alameda Point Plan offers an array of types of housing served by multiple transportation modes that connect residents to the rest of Alameda by bus, bike and sidewalks and to the region's workplaces via BART and buses. The Plan incorporates many sustainable methods for water and energy conservation and building design.*

*Traffic in Alameda Point will be managed effectively as residents will have a mix of convenient services, shops, recreation and entertainment near their homes. An emphasis has been placed on creating walkable, tree-lined streets for residents. Shopping and neighborhood parks are within easy walking distance. New local workplaces will also create truly short commutes for some employees. Other Alamedans will be able to enjoy the cluster of activities and close proximity to expansive public open space areas as well as job opportunities created through the development of Alameda Point.*

*All Alamedans will benefit from the new amenities at Alameda Point. Many acres of new shoreline parks and waterfront activities will be reclaimed for use by all Alamedans. An approximately 60-acre regional Sports Complex, including soccer fields, baseball fields and a possible swimming facility can be built for local and regional use. The reuse of some former NAS Alameda "Streamline Moderne" buildings for civic uses will be coupled with rejuvenated historic landscape in select areas where public or private ceremonies and gatherings can occur.*

*This unique set of opportunities is described in detail in this Alameda Point Specific Plan. The nine chapters that follow explain how Alameda Point can set a new regional standard for a transit-rich, sustainable way of life in the middle of the Bay Area and how the City of Alameda can make productive use of its limited land resources in a manner that benefits existing and future families.*

**Chapter 1: Introduction** describes the Plan Area and sets forth the Project objectives. Key objectives focus on increasing transit usage and sustainability, and a commitment to build a broad spectrum of housing types (and prices) within an open space framework that enhances connectivity. The extensive community input and prior plans that led to this Plan are summarized.

**Chapter 2: Plan Background** outlines the key technical considerations for developing an intricate urban neighborhood in this location.

**Chapter 3: Land Use** identifies the locations, densities and intensities of the new land uses. It shows how the compact, mixed use, transit-oriented neighborhood is arranged and lists synergistic groupings of permitted land uses.

**Chapter 4: Open Space and Conservation** focuses on the variety and character of the open space and recreation elements of the new neighborhood. Community and neighborhood serving amenities are illustrated and quantified. The conservation of natural resources and the use of Public Trust lands are addressed.

**Chapter 5: Transportation, Circulation and Parking** addresses all of the modes of transportation that will facilitate getting around. Streetscapes are shown and transit facilities and the provisions for bicyclists and pedestrians on-street and in open spaces are introduced. The many functions of a new multi-modal ferry/bus/bike terminal that is intended to attract increasing numbers of transit users are explained. The phasing of key transit improvements is described.

**Chapter 6: Utilities and Infrastructure** maps out entirely new systems that are needed for storm drainage and flood control, wastewater, potable and recycled water, gas, electricity and telecommunications. The technical background for these engineering solutions is offered.

**Chapter 7: Development Standards** concentrates on the form and character of the residential and non-residential structures that will populate the Plan Area. The fundamental development standards that make for livable streets and a desirable way of life are codified. A spectrum of commercial building and housing types is illustrated.

**Chapter 8: Implementation** discusses the major public improvements that are needed, describes how the initial planning/design/construction of improvements will be implemented, and presents the mechanisms for operating and maintaining the facilities and services. Potential near-term and long-term funding sources are identified and the sequence of development is discussed.

**Chapter 9: Plan Review** explains the next steps for the City and for developers to implement the Plan. The procedures and regulations for future development applications are laid out for new construction and historic reuse. Particular ways to make adjustments to the Plan when unforeseen opportunities or constraints arise in the future are presented.



# 1

# INTRODUCTION

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Figure 1-1: Project Location

## 1.1 PLAN PURPOSE

This Alameda Point Specific Plan (“Specific Plan”) is a plan to redevelop a portion of the former Naval Air Station Alameda (“former NAS Alameda”) that the United States of America, acting by and through the U.S. Navy (“Navy”) has decommissioned. The Navy is expected to convey the land to the Alameda Reuse and Redevelopment Authority (“ARRA”) in the near term. This Specific Plan, once adopted by the voters of the City of Alameda, will reflect the City’s commitment to a successful public/private partnership for

the redevelopment of the former NAS Alameda. A companion document, the Alameda Point Community Plan, when adopted by the voters of the City of Alameda as a new Chapter 11 to the General Plan, will address the unique general plan goals and policies for the “Plan Area,” as defined in *Section 1.2* below. This Specific Plan is consistent with and implements the goals and policies of the General Plan, including the Alameda Point Community Plan.

In the Alameda Point Community Plan and in this Specific Plan, the intent is to create a contemporary, balanced mix of homes, workplaces and associated amenities that benefit future residents and workers of the Plan Area and the City. The Project will provide a sustainable neighborhood with compact, transit-oriented development and ample parks and open space, multiple transit opportunities, and energy efficient infrastructure and services. This Specific Plan combines detailed development plans with environmental policies, programs and goals to create a project which is a desirable place to live, work and play.

## 1.2 PROJECT LOCATION AND PLAN AREA

The City of Alameda occupies an approximately 12.4 square mile island immediately west of the City of Oakland across the Oakland-Alameda Estuary (the “Estuary”), and east of San Francisco across San Francisco Bay (the “Bay”). At the western end of the City of Alameda is the 1,734-acre decommissioned former NAS Alameda of which the Plan Area is a part. This Specific Plan uses the terms “Plan Area” and “Alameda Point” interchangeably to describe the 918 acres of uplands and 166 acres of

submerged lands that are the subject of this Specific Plan, as depicted on *Figure 1-2: Plan Area*.

The Plan Area extends across the lands between the Estuary on the northern edge of the island and the Bay on the southern edge and spans from the northwestern tip of the island to Main Street which forms the eastern boundary. In addition, the Plan Area includes the submerged lands within Seaplane Lagoon and immediately south of Seaplane Lagoon. As described in greater detail in *Chapter 2: Plan Background*, the Plan Area is generally flat and is occupied by structures and other vestiges of the military activities that have taken place there over the past 61 years. The existing roadways and infrastructure are aged and most must be replaced. The remaining portion of the former NAS Alameda, to the southwest of the Plan Area, is not a part of this Specific Plan.

### 1.3 LAND OWNERSHIP

The former NAS Alameda has been owned by the Navy, except for a small portion of land that the Navy leased from the City. When the base closure process is complete, the Navy will transfer the land within its ownership in the Plan Area (and certain other lands not a part of this Specific Plan) to the ARRA. The ARRA intends to sell and/or lease the Plan Area to an experienced, private master developer for redevelopment.

### 1.4 PLAN OBJECTIVES

- Redeveloping an underutilized part of the City with new jobs, homes, services, open space and recreation.
- Providing a long-term revenue stream to the City's general fund that will support future City services, while avoiding future losses to the City from the need to maintain and operate the former NAS Alameda in its current, dilapidated fashion.
- Avoiding negative impacts to City funds by requiring fiscal neutrality.
- Enhancing the clean up effort provided by the Navy through remediation of contaminants not addressed in the Navy plan, such as lead, asbestos and contaminants in soil below relocated roadways and demolished buildings.
- Facilitating the clean up of toxic contaminants consistent with federal and state laws that are protective of human health and the environment.
- Eliminating blight, including abandoned buildings, incompatible land uses, depreciated or stagnant property values, and inadequate or deteriorated public improvements, facilities and utilities.
- Reducing the impact of the automobile and energy consumption by: (1) facilitating public transit opportunities to and within the Plan Area to the extent feasible; (2) providing a system of bikeways, parks, and pedestrian paths to facilitate access to parks, recreational areas and the waterfront from all parts of western Alameda; and (3) implementing a Transportation Demand Management ("TDM") program that will reduce Alameda Point Project-related traffic and associated noise and air quality impacts.
- Advancing the application of State laws and policies designed to encourage infill development in order to minimize vehicle miles traveled and to promote accessibility to transit, both significant in the reduction of greenhouse gas emissions.
- Providing transit options and facilitating transit usage through





Figure 1-2: Plan Area

Not to Scale



resident and business education and incentives.

- Creating a highly walkable neighborhood with nodes of compact development and connections between them, incorporating the tree-lined character and grid street pattern that is characteristic of the existing City.
- Pursuing a transit-oriented development strategy that supports transit with residential density and workplaces near a new ferry terminal and transit hub.
- Distributing parks and open spaces throughout Alameda Point that better link the Plan Area with the rest of Alameda, the Bay and Estuary.
- Maintaining and enhancing public waterfront access, with parks, trails and plazas to help connect the island with the Bay, while being respectful of wildlife.
- Protecting and improving the waterfront by enhancing public views of water and access to the waterfront in all development and creatively encouraging use of the waterfront by providing a waterfront promenade, public art, open space and other public amenities.
- Stimulating job creation and economic growth through installation of needed site improvements to stimulate new commercial expansion.
- Strengthening and diversifying the local economy and the community by adding business park uses and retail uses.
- Providing new amenities for City residents, including new shops, restaurants and services.
- Offsetting the City's cost of providing municipal services with revenues generated from the Plan Area so that the Project achieves the City's established policy of "fiscal neutrality."
- Promoting environmental sustainability, reduction in energy consumption, water usage, greenhouse gases and solid waste generation through compact community planning, water recycling, energy efficient building design, use of recycled materials and applying low water demand techniques in all new development, including landscape development.
- Encouraging reuse of buildings and landscapes with historic significance.
- Providing new marina slips and modern support facilities to help satisfy the demand for marina slips in the City and the Bay Area.
- Providing a wide range of housing types for an array of household types.
- Maintaining and improving Alameda Point's natural qualities with new public open spaces, active and passive recreational uses, and marine-related recreational uses.
- Fostering supportive housing for providers of services to the homeless and victims of domestic violence.
- Generating sufficient revenues to fund required infrastructure replacement and improvements.
- Facilitating necessary flood control and seismic reinforcement of lands.
- Exchanging Public Trust properties from portions of the interior of Alameda Point to other portions of the Plan Area to encourage public access to the waterfront and to facilitate appropriate redevelopment of the former NAS Alameda, consistent with the Naval Air Station Alameda Public Trust Exchange Act.
- Seeking a balance between goals and policies that encourage private investment and at the same time supporting fiscally responsible planning by the City.

## 1.5 PROJECT DESCRIPTION

The Alameda Point Specific Plan proposes the development of a new transit-oriented, mixed-use community with commercial, residential, civic, community and open space land uses within the Plan Area. The community will consist of residential neighborhoods and workplaces adjacent to a new ferry terminal. The Specific Plan allows for a maximum of 4,346 new residential units, plus 186 Collaborative Housing units which may be relocated, and the reuse of existing residential buildings for up to 309 residential units in the historic district; 350,000 square feet of retail uses and 3,182,000 square feet of other commercial and business park uses (including adaptive reuse of existing structures) and up to 260,000 square feet of civic uses; together with approximately 600 marina boat slips and approximately 145 acres of parks and open space and three large existing piers (collectively, the "Project"). See *Figure 3-1: Land Use*.

New housing will consist of multiple building types ranging from condominium and apartment residences to single-family detached houses. Residential neighborhoods will be constructed in a dense, walkable environment near the ferry terminal and parks. Some of the existing housing in the historic district will be adaptively reused or relocated. The commercial areas allow for office uses, vertically integrated mixed uses and business park uses, ranging from professional offices, to personal and business services, hotels and retail uses. The new workplaces will contribute jobs that improve the City's job-housing balance. Civic uses include an upgraded fire station, branch library, post office, city services, a school and community center facilities. A preservation, mixed-use district will be established in

which development is subject to special regulations.

The community will be served by a variety of different types of parks and open spaces, natural areas and landscaped streets. Public parks will be maintained and irrigated. They will include tot lots, sports fields and greens. Recreational opportunities will include shoreline access, passive and active play in these areas. A large, approximately 60-acre Sports Complex for community and regional use will be located in the northwest part of the community. Public access and related water-oriented amenities are planned on the shoreline of the Plan Area. An extension of the Bay Trail is proposed to be located along the Plan Area shoreline, subject to resource agency restrictions. Features may include vista points with seating, trails and water-oriented uses such as a bait shop and boat rental or storage.

Transportation improvements are central to the new development. In Seaplane Lagoon, a new ferry terminal will be developed as the centerpiece of a new transit hub. Buildings containing multiple land uses are planned adjacent to the terminal. A transportation coordinator will be hired to monitor and increase transit effectiveness for residents and workers in the Plan Area. Car share, vanpools, a mandatory resident and business transit pass and other transit and parking measures and incentives will be implemented. Piers within Seaplane Lagoon may also continue to be used for maritime and aircraft carrier museum purposes.

Tree-lined streets are designed to be pedestrian friendly and all will have sidewalks on one or both sides. Main streets will have bike lanes in



the right-of-way and, along the shoreline, there will be bike paths. The pedestrian and bicycle systems in urbanized areas will link to shoreline trail systems, the Bay Trail and surrounding networks.

The East Bay Municipal Utility District will provide potable water and wastewater service to the Plan Area. Recycled water will be used when it becomes available. The existing utility and infrastructure systems, which are old and deteriorated, will be replaced by new, code-compliant systems. Necessary infrastructure will be built and easements will be established as necessary to accommodate future recycled water use. Plan Area grading will address storm drainage, sea level rise, flood control and geotechnical conditions to ensure safe construction and rehabilitation.

## 1.6 AUTHORITY

This Specific Plan serves as both a policy and regulatory document for the development of Alameda Point. This Plan provides guidance for the City, developers and builders for Plan Area development.

California Government Code Sections 65450 through 65456 authorize the preparation of specific plans to implement a jurisdiction's General Plan. State law requires that a specific plan include the information listed below. The location of this information in this Specific Plan is shown in italics following each item.

- The distribution, location and extent of the uses of land, including open space, within the Plan Area. (*Chapter 3: Land Use and Chapter 4: Open Space and Conservation*)
- The proposed distribution, location, extent and intensity of major components of public and private transportation, sewerage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the Plan Area and needed to support the land uses described within Alameda Point. (*Chapter 5: Transportation, Circulation and Parking, and Chapter 6: Utilities and Infrastructure*)
- Standards and criteria by which development will proceed, and standards for the conservation, development and utilization of natural resources. (*Chapter 3: Land Use, Chapter 7: Development Standards and Chapter 9: Plan Review*)
- A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the Specific Plan. (*Chapter 8: Implementation and Chapter 9: Plan Review*)
- A statement of the relationship of the Specific Plan to the General Plan. (*Chapter 1: Introduction and Chapter 9: Plan Review*)

## 1.7 RELATIONSHIP TO EXISTING PLANS AND REGULATIONS

The following section identifies land use plans, laws and regulatory enactments that could affect and/or regulate future land uses at Alameda Point.



### **1.7.1 Alameda General Plan, including the Alameda Point Community Plan**

Previously, General Plan Chapter 9 governed the development policies for the Plan Area as well as other portions of the former NAS Alameda. Now, the adoption of the Alameda Point Community Plan will amend the City's General Plan by adding a new Chapter 11: Alameda Point Community Plan that addresses solely the Plan Area. The new General Plan land use designation for the Plan Area will be "Alameda Point Specific Plan." The Alameda Point Community Plan identifies the types of land uses in the Plan Area and the policies guiding its implementation. The former Chapter 9 will continue to address lands outside the Plan Area previously governed by that chapter. This Specific Plan is consistent with the General Plan, including the new Alameda Point Community Plan.

### **1.7.2 Biological Opinion**

In 1999, a Biological Opinion was issued to the Navy by the U.S. Fish and Wildlife Service in response to the Navy's request for consultation regarding the disposal of former NAS Alameda by the Navy and the 1996 Community Reuse Plan. (See *Section 1.8.2* below.) A subsequent Biological Opinion based on this Specific Plan will be required.

### **1.7.3 State Lands Commission**

In 1850, the State of California received ownership of tidal and submerged lands and beds of navigable waters ("Public Trust Lands") within its boundaries. The State Lands Commission is charged by law with protecting existing and former tidal and submerged lands for particular

uses of Statewide public benefit, such as navigation, fisheries, maritime-related facilities, hospitality visitor-serving uses and ecological uses. The City of Alameda was granted ownership and management of its Public Trust Lands for what eventually became portions of Alameda Point by acts of the State legislature in 1913 and 1917. Subsequent legislation (in 2000) enacted the Naval Air Station Alameda Public Trust Exchange Act to allow the exchange of specific non-Trust land for equivalent value Trust land to improve public access to and use of the waterfront lands and to facilitate the productive reuse of the former NAS Alameda (the "Exchange"). This Exchange may occur on a phased basis. The permitted land uses on Public Trust lands are regulated by State law.

### **1.7.4 San Francisco Bay Conservation and Development Commission (BCDC)**

The Bay Conservation and Development Commission is a regional commission and State planning agency that shares jurisdiction over land use on all submerged lands and lands subject to tidal action within San Francisco Bay. BCDC's jurisdiction is a 100-foot wide band around the edge of the Bay. BCDC requires permits for levee maintenance, extraction of materials and placement of fill in areas under its jurisdiction. BCDC's San Francisco Bay Plan (the "Bay Plan") contains BCDC policies to which the Project will be subject. Implementation of this Specific Plan will be consistent with the Bay Plan by allowing marine-related activities and by maximizing waterfront access to the public. BCDC, the U.S. Geological Survey, and the Intergovernmental Panel on Climate Change have projected a rise in sea level that will affect shoreline properties and will

alter historical benchmarks and mitigations for flooding, wind and wave run-up and other tidal zone hazards.

### **1.7.5 Alameda Point Zoning Ordinance**

Concurrently with the adoption of this Specific Plan by the voters of the City of Alameda, the City's Zoning Ordinance will be amended to reflect a new zoning district for the Plan Area, "Alameda Point Specific Plan." Real property shall be used, and buildings and other improvements shall be erected, constructed, enlarged, altered, moved, occupied or used in accordance with this Specific Plan. The new land use districts for the Plan Area are as shown on *Figure 3-1: Land Use* in this Specific Plan. All districts carry an "Alameda Point" or "AP-" prefix. The uses include AP-Preservation Mixed Use, AP-Mixed Use, AP-Residential Medium, AP-Residential Medium High, AP-Residential High, AP-Commercial, AP-Business Park, and AP-Public Trust. *Chapter 3: Land Use* explains the types of use in each district and *Chapter 7: Development Standards* provides standards for the uses within each district. The regulations set forth in this Specific Plan provide the exclusive development standards for Alameda Point. These standards will be supplemented by a Pattern Book of design guidelines that will control architecture, landscaping, signage, lighting, public art, rooftop appurtenances, plant materials and the like. In addition, Historic Resources Design Guidelines will be prepared for development within the historic district and historic resources. Design review processes and standards are regulated by *Chapter 9: Plan Review*.

### **1.7.6 Community Improvement Plan for the Business and Waterfront Improvement Project**

A small portion of land in the northeast corner of the Plan Area falls within a redevelopment area established by the City as the Business and Waterfront Improvement Project (the "BWIP Plan"). The development program described by this Specific Plan does not require an amendment to the BWIP Plan.

### **1.7.7 Alameda Point Community Improvement Plan for the Alameda Point Improvement Project**

The Plan Area is within a redevelopment area established by the Alameda Point Community Improvement Plan for the Alameda Point Improvement Project (the "APIP Plan").

### **1.7.8 Alameda Airport Land Use Compatibility Plan (ALUCP)**

A review of the 1986 ALUCP that regulates permissible land uses around airports indicates that the Plan Area is outside both the General Referral Area and the Height Referral Area as mapped for Oakland International Airport. The former NAS Alameda was removed from the ALUCP after it was decommissioned.

### **1.7.9 National Historic Preservation Act**

Section 106 of the National Historic Preservation Act requires federal agencies to consider the effects of their actions on properties listed on or eligible for listing on the National Register of Historic Places. In 1999, the

Advisory Council on Historic Preservation, the Navy and the California State Historic Preservation Office (“SHPO”) signed a Memorandum of Agreement that described a preservation strategy for areas within the former NAS Alameda. That preservation strategy made certain assumptions about the scope and nature of the redevelopment program at Alameda Point. As part of the Navy transfer process, the Navy intends to propose a Programmatic Agreement to be entered into by the Navy and the SHPO that would consider the reuse proposed in this Specific Plan and replace the existing Memorandum of Agreement.

## **1.8 PRIOR ALAMEDA POINT PLANS AND THE COMMUNITY PLANNING PROCESS**

The former NAS Alameda (and therefore the Plan Area) has been the subject of multiple planning and re-planning efforts in the past. The most recent development program for the Plan Area is the December 2008 “Redevelopment Master Plan for Alameda Point” (the “RMP”). The RMP focuses on the reuse of the Plan Area and is a comprehensive plan for Plan Area redevelopment. This Specific Plan is based upon the RMP. The history of Alameda Point development and community planning is summarized below.

### **1.8.1 Naval Air Station Alameda Plan (NAS Alameda)**

In 1938, the US Navy’s Bureau of Yards and Docks devised and implemented a plan for Alameda Point to accommodate 1,000 people and house up to 200 aircrafts. NAS Alameda was formally commissioned and occupied in 1940. This base plan was organized around primary crossing north-south and east-west axes and surrounding buildings, significant portions of which are a part of the current plan. Most of the buildings were designed in the Streamline Moderne style. A number of those structures that remain are being considered for reuse; others will be demolished.

### **1.8.2 Community Reuse Plan (CRP)**

In 1996, one year prior to decommissioning of the former NAS Alameda, a Community Reuse Plan (“CRP”) created a new vision for civilian reuse of the base. Prepared by the Base Reuse Advisory Group for the Alameda Reuse and Redevelopment Agency (“ARRA”), the plan called for over 2,700 housing units, and approximately 7 million square feet of commercial and civic buildings to house 17,000 jobs within the Plan Area and adjacent properties now known as Bayport, Alameda Landing and Coast Guard Housing.

### **1.8.3 Alameda Point Preliminary Development Concept (PDC)**

In 2006, the ARRA commissioned and accepted a Preliminary Development Concept (“PDC”), a study which addressed most of the Plan Area. It was not adopted or approved by the ARRA, so, while instructive, it does not regulate the reuse of the Plan Area. This plan provided for

1,800 new housing units, 3.4 million square feet of commercial space, as many as 9,000 jobs, a town center with retail and approximately 149 acres of open space and waterfront promenades. It included identification of an historic district. Transportation strategies focused on improved transit usage. Important elements of the PDC, such as expansive waterfront parks and a gridded street system, have been captured in the current design.

#### **1.8.4 Alameda Point Station Area Plan**

Another study, funded by the Metropolitan Transportation Agency, was conducted in 2008 for the City of Alameda. It has no regulatory standing, as the ARRA took no formal action upon it. It presented alternatives with varying numbers of housing units, and therefore a range of auto trips generated, to examine the relationship between land use and peak hour traffic. It was “intended to inform the community’s discussion about land use density and transportation at Alameda Point”. The study concluded that a higher density, more transit-oriented, more diverse, mixed use development pattern could be accomplished at Alameda Point without significant increases in traffic as compared with a lower density, less transit-oriented development pattern envisioned in the 2006 PDC. The Station Area Plan informed the preparation of this Specific Plan.

#### **1.8.5 Alameda Point Redevelopment Concept Plan**

In September 2008, a Redevelopment Concept Plan was produced that benefited from further community involvement during another set of public workshops. Workshops were held in August 2007 (200+ attendees), December 2007 (250+ attendees) and August 2008 (250+ attendees). The full spectrum of urban planning issues was addressed in these workshops and the outcome of that dialogue was reflected in a Redevelopment Concept Plan.

#### **1.8.6 Alameda Point Redevelopment Master Plan**

Following release of the September 2008 Redevelopment Concept Plan, eleven public meetings were held with eleven City boards or commissions to gather additional public feedback on the Plan. With that input, SCC Alameda Point LLC prepared the December 2008 Draft Redevelopment Master Plan. The Redevelopment Master Plan embodied the wisdom gained from prior design concepts and public dialogues about the future of Alameda Point. It is also based on technical knowledge gained from numerous Plan Area background studies regarding the many physical conditions that create opportunities or constraints. The Plan included a land use master plan, comprehensive transportation plans, sustainability strategies and an infrastructure plan for new water, sewer, storm drainage, electricity and gas systems. The technical background that enabled the preparation of the Redevelopment Master Plan and this Specific Plan are summarized in *Chapter 2: Plan Background*.

# 2

## PLAN BACKGROUND

INTRODUCTION	2.1
DEVELOPMENT CONSIDERATIONS	2.2

## 2.1 INTRODUCTION

This Specific Plan articulates a vision for a transit-oriented neighborhood that is based on detailed analysis of site conditions and other technical development concerns that affect the feasibility of development. Following is a summary of the key development considerations that have informed the preparation of this Specific Plan.

## 2.2 DEVELOPMENT CONSIDERATIONS

Alameda has a history of transit-oriented development. The City experienced its earliest momentum with the arrival of the Transcontinental Railroad in 1886, and today's travelers, in the same fashion as those in the early 1900s, are a short ferry ride away from San Francisco. From the earliest days of the City's existence, developers oriented land use towards public transportation, making Alameda a walkable city before the automobile became popular. A collection of retail shops with upper-story apartments overlooked the Park St. Streetcar line, with density tapering down as one moved away from the corridor. There is a clear opportunity at Alameda Point to continue to ameliorate traffic congestion and encourage pedestrian and multi-modal travel by adding more transit options.

The City of Alameda's desire to redevelop Alameda Point has created an opportunity for reuse of a large piece of well-situated land. The Plan Area is considered infill development because the infrastructure for development is pre-existing and the area is within a central Bay Area city. Redevelopment

of the Plan Area can be accomplished without unduly taxing the region's natural and man-made resources. The large scale of the Plan Area gives the City and the people of Alameda a unique chance to re-invent the Plan Area using a new standard of sustainable growth and to devise an enhanced, mixed use living environment and healthier lifestyles for future Alamedans.

The special character of the Plan Area has elicited substantial public input for each of several prior public planning processes focused on Alameda Point. Because of this extensive participation, there is a "database" of concerns and interests that has been a valuable resource for the preparation of this Specific Plan. This Specific Plan has incorporated many of the themes expressed during these public meetings.

The Plan Area offers extraordinary, broad, long-range views of much of the rest of the Bay Area because it extends out into the Bay at a central location. Yerba Buena Island, San Francisco, the Oakland-Bay Bridge and the Golden Gate Bridge appear to be a stone's throw away to the west and to the east the City of Oakland and the East Bay Hills form a distinctive backdrop.

The existence in the Plan Area of numerous historic structures creates an opportunity to revitalize such resources and share with future generations the unique role that Alameda played in U.S. military history. Other opportunities include the presence within the Plan Area of tenants whose mission is the assistance of those in need, businesses and recreation enterprises, as described in *Section 2.2.7* below.



Countervailing all of these opportunities are several significant technical considerations that have been the focus of much analysis in order to ensure that reuse of the Plan Area is technically and financially feasible. These are detailed below.

### 2.2.1 Geotechnical Conditions

The existing topography of the Plan Area includes a slight, east-west ridge located at approximately Midway Avenue from which the Plan Area generally slopes either to the south towards the Seaplane Lagoon or to the north towards the Oakland Estuary. Stormwater from the Northwest Territories area drains toward the Estuary. Overall, the Plan Area is gently sloped and typically has gradients of less than one percent. See *Figure 2-1: Geotechnical Conditions*.

Plan Area soils are composed of surface and near-surface layers of sandy and silty unengineered fill, underlain by Young Bay Mud that is, in turn, underlain by Yerba Buena mud (Old Bay Mud). The presence of Young Bay Mud and unengineered fill can result in differential settlement when structures are placed upon it unless building and soil engineering solutions are used to minimize the settlement. The strategy for soil stabilization and building foundation design will vary by location according to the depth of the Young Bay Mud layer and the intensity of land use that is planned.

### 2.2.2 Flood Plain Inundation and Sea Level Rise

A large portion of Alameda Point lies just above water. In 1984, a study by the U.S. Army Corps of Engineers determined that certain portions



Figure 2-1: Geotechnical Conditions

#### Legend

- - - Plan Area Boundary
- Young Bay Mud
- Area at Risk of Liquefaction

Not to Scale



of Alameda's west end, most notably along the waterfront, would be susceptible to flood damage in the event of a 100-year flood. In addition, topographic studies revealed that contiguous inland areas are at risk given the potential for sea level rise. Mapping of the latest projected sea level rise is underway at the U.S. Geological Survey. Other sources of potential flooding include high tide events, wind and wave run-up, and localized storm water runoff impacts. See *Figure 2-2: 100-year Flood Plain and Sea Level Rise*.



Recommendations for the adaptive reuse of historic buildings must consider the consequences of potential ground floor inundation within the next century. New construction must include supplemental fill in order to elevate buildings to minimize flooding due to rising Bay waters. This matter will receive further review during the Federal Emergency Management Agency's (FEMA) analysis of the Plan Area that will take place after the Navy conveys the land to the City.



Figure 2-2: Floodplains and Sea Level Rise

- Legend**
- - - Plan Area Boundary
  - 100-Year Flood Plain
  - 18" Rise in Sea Level

Not to Scale



### 2.2.3 Historic District

Portions of the former NAS Alameda were identified in a 1992 report by Architectural Historian Sally Woodbridge as eligible for listing on the National Register of Historic Places ("National Register"). Its use of the Streamline Moderne architectural style, as well as integration of site planning, architectural detailing and landscape design principles, renders the base characteristic of "Total Base Design." The City has designated certain areas as eligible for National Register listing as a Local Historic Monument. Woodbridge's report describes a list of buildings and other resources to be prioritized during future preservation efforts. The AP-Preservation Mixed Use (AP-PMU) district has been established to protect the unique military legacy of Alameda by facilitating reuse, in accordance with Historic Resource Design Guidelines, of key buildings, objects, structures and landscaped areas within that district.

### 2.2.4 Vegetation and Wildlife

Most of the Plan Area has been disturbed by over 60 years of military and industrial activity. Except in the Northwest Territories where hydrophytes, hydrophitic soils and wetland hydrology have been observed, the Plan Area is sparsely planted with ornamental, native and non-native trees, shrubs and groundcover.

More than a decade of study of the California Least tern colony west of the Plan Area as well as of other biological resources will inform the development practices within the Plan Area. Specific mitigation measures to protect endangered species in the vicinity of the Plan Area



will be developed through a federal Endangered Species Act Section 7 consultation process and incorporated into the Project’s regulatory agreements.

**2.2.5 Soil and Groundwater Contamination**

Most of the Plan Area has been used for industrial activities, some areas since the early 1800s. Historic site uses include two landfills, a municipal airfield, an army base, an oil refinery, various manufacturing facilities and the Naval Air Station. These earlier operations have resulted in soil and groundwater contamination.

The Navy is cleaning up the former NAS Alameda under the oversight of federal and State environmental regulatory agencies. The objective of the cleanup activities is to reduce contaminants to levels that are protective of human health and the environment, and that are acceptable for residential or commercial reuse within their respective designated areas. Additional cleanup will continue, as needed, to meet State and federal requirements for the anticipated land uses.

**2.2.6 California Public Trust Doctrine**

California’s Public Trust doctrine protects the rights of the public with regard to the State’s waterways, including current and former tide and submerged lands, by delineating permitted uses of that land. Trust lands belong to the public and are to be used to promote public rather than exclusively private purposes. Navigation, fisheries, commerce, hotels, water-oriented recreation, public recreation facilities, playgrounds, parks,

and open space are among the activities permitted on Public Trust lands. Housing and offices not related to a Trust use are not permitted on Trust lands.

There are currently over 1000 acres of reclaimed tide and submerged lands within former NAS Alameda that are currently subject to the Public Trust. In 2000, the NAS Alameda Public Trust Exchange Act (SB 2049) authorized a reconfiguration of these Trust lands. This exchange was

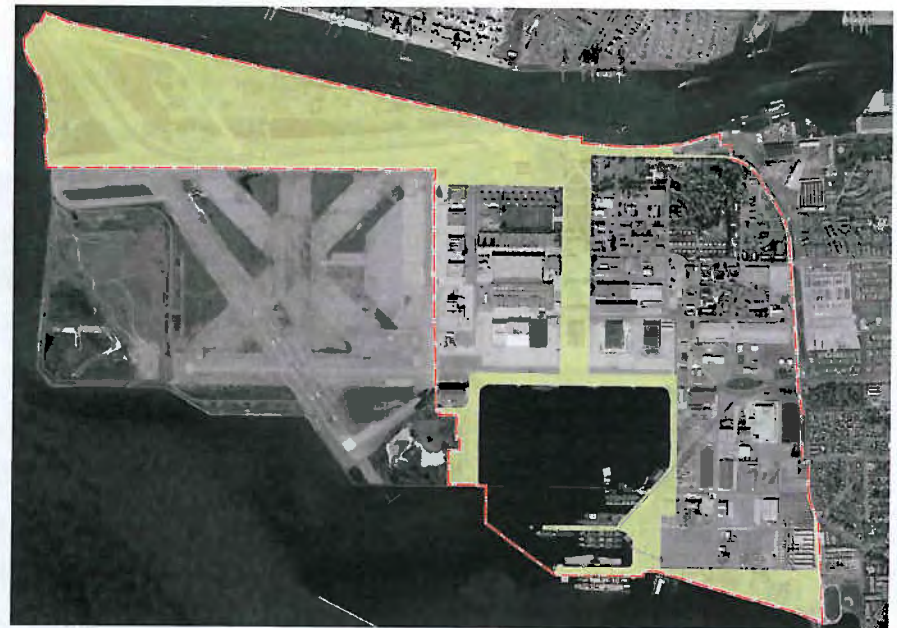


Figure 2-3: California Public Trust Lands Following Exchange

**Legend**

- Plan Area Boundary
- Public Trust Following Exchange

Not to Scale



North

sought so that valuable waterfront lands could be placed under the Trust in exchange for lifting the Trust from certain interior lands in order to allow for contiguous development. This exchange, which will occur upon the Navy's conveyance of the former NAS Alameda to the City, is shown on *Figure 2-3: Public Trust Lands Following Exchange*. It will result in more developable land adjoining existing Alameda development and more water-oriented land uses near the Bay and Estuary. The City of Alameda will act as a trustee of the Trust lands for all former NAS Alameda land, including the Plan Area.

### **2.2.7 Primary Existing Tenants**

The ARRA has a Lease in Furtherance of Conveyance and is the Navy's master tenant. Some of the ARRA's tenants provide supportive housing or have existing businesses in buildings in the Plan Area but in locations that are not compatible with the Specific Plan's proposed Land Use Plan. This Specific Plan allows for the relocation of ARRA's current tenants within the Plan Area. In addition, the Maritime Administration currently leases Piers 1 and 2 for marine-related industrial uses, and the Hornet Foundation leases Pier 3, where the USS Hornet is moored and open to the public as the USS Hornet Museum. The land use program described in *Chapter 3: Land Use* allows these uses to continue.

# 3

## LAND USE

INTRODUCTION	3.1
INTENT	3.2
LAND USE PROGRAM	3.3
HISTORIC RESOURCES	3.4
AFFORDABLE HOUSING	3.5
PERMITTED USES	3.6



### 3.1 INTRODUCTION

This Specific Plan provides a comprehensive land use plan for the redevelopment of approximately 918 acres of existing land and approximately 166 acres of submerged land defined by the Plan Area boundary and a distinctive way-of-life. The land use program includes a maximum of 4,346 new residential units, plus 186 Collaborative Housing units which may be relocated, and the reuse of existing residential buildings for up to 309 residential units; up to 350,000 square feet of retail uses and 3,182,000 square feet of other commercial and business park uses (including up to 500,000 square feet of adaptively reused space) and up to 260,000 square feet for civic/institutional uses; together with approximately 600 marina boat slips, approximately 145 acres of parks and open space and three large existing piers. This chapter sets out the land use plan and program as well as the uses permitted in each district within the Plan Area.

### 3.2 INTENT

The intent of this Specific Plan is to create a new transit-oriented neighborhood that respects the character and charm of Alameda. Implementation of the Alameda Point Specific Plan will create new and distinct urban districts and a pedestrian-friendly neighborhood. The Specific Plan allows for redevelopment of the historic core of the former NAS Alameda with civic, commercial, residential and community-oriented amenities, while creating new land uses within a network of new streets, utilities, transit systems and parks. The Specific Plan provides for new

housing in a central location in the Bay Area and is intended to improve Alameda's job/housing balance by allowing for job growth in the Plan Area. It supports State policies regarding infill development and affordable housing. The Specific Plan expands Alameda's parks, public recreation and open space opportunities especially along the waterfront and demonstrates sustainability through diversity of land uses, transportation alternatives and building and infrastructure design. The result of this Plan is to replace a large underutilized part of the City of Alameda that is currently comprised of dilapidated buildings, poor roadways, weedy open areas and unused and inaccessible shoreline. The Specific Plan will replace the former military uses with a vibrant, mixed use, transit-oriented infill community that takes advantage of its Alameda waterfront location and responsibly pursues a fiscally neutral and sustainable Project that is a benefit to the City as a whole.

It is the intent of this Specific Plan to allow reasonable flexibility in land uses, density and intensity of use, and land use district boundaries. This flexibility is needed to respond to future changes in market conditions, to ensure that the City is able to pursue superior reuse and development opportunities in accordance with the economic development goals of the Specific Plan, and to accommodate public and quasi-public uses.

Two special districts are at the heart of the Plan Area: the AP-PMU - Preservation Mixed Use neighborhood with its north-south axis of existing buildings and public spaces and the AP-MU - Mixed Use hub along West Atlantic Avenue. (See *Figure 1-2: Plan Area*) The primary intent of the



AP-PMU district is to facilitate reuse of existing buildings and places consistent with Historic Resource Design Guidelines. The AP-PMU district occupies much of the north side of the Plan Area and extends down the historic axis to the new Seaplane Lagoon Waterfront Park. The range of uses - residential, commercial and civic – will make this area eclectic. The other mixed-use district (AP-MU) will surround the new ferry terminal, with key retail and dining establishments oriented towards West Atlantic Avenue and the Seaplane Lagoon. It will be dense, mixed-use and a truly transit-oriented district, with the majority of its housing located within a quarter mile of the ferry terminal.

Around these two districts are located a series of neighborhoods connected by radial, tree-lined boulevards and local parks with a wide range of housing types, including single-family homes, duplexes, townhouses and apartments -- less dense than the AP-MU district. Ground floor spaces for retail, cafes, and restaurants are encouraged in the AP-C district and in the buildings fronting the Seaplane Lagoon Waterfront Park in the AP-RH district. In the AP-RM areas, single family housing (AP-RM) would predominate.

Contributing to Alameda's jobs/housing balance are two business park campus (AP-BP) districts, one located just south of the AP-MU district and its transit services and a second to the south of the existing Bachelors' Enlisted Quarters building. These areas would be appropriate for a large single employer or multiple smaller ones. Maritime uses, hotels and other leisure time uses, from bait shops to restaurants, may be located along the Seaplane Lagoon shoreline in the AP-BP, AP-MU and AP-PT districts. Other

uses include the approximately 60-acre regional Sports Complex proposed on the northern edge of the Plan Area.

The character of the Plan Area is reinforced by the presence of parks and open space throughout the heart of the area and along its edges. A linear park and the network of smaller internal neighborhood parks are connected to the larger perimeter amenities. The Seaplane Lagoon Waterfront Park is linked by trails to a marina and to the three existing large piers at which the U.S.S. Hornet and other vessels are docked. A large park is located on the Bay's edge. Shoreline access is proposed along all waterfront edges including around the Northwest Territories where public trust uses are allowed. The large proposed Sports Complex on the Estuary will be a magnet that attracts sports enthusiasts.

This Specific Plan, the Alameda Point Pattern Book for project design guidelines and mandated Historic Resource Design Guidelines for the Historic District (each as defined in *Chapter 9: Plan Review*) provide the fundamental land use regulations for Alameda Point. *Chapter 7: Development Standards* regulates site planning, building scale and parking standards. Where the Specific Plan and the Alameda Municipal Code are inconsistent, the Specific Plan shall prevail. The following is a description of the various land use districts within the Plan Area. *Table 3-2: Permitted Uses by Land Use Category* defines the precise uses that are permitted or conditionally permitted in each district.

### 3.3 LAND USE PROGRAM

The Plan Area’s land use program includes workplaces, schools, homes, shopping and services, civic facilities, parks, a marina, piers, public recreation and open space. *Figure 3-1: Land Use* illustrates the location and relationship of all the primary land use areas, including open space and the street system within the Plan Area. *Table 3-1: Land Use Summary* quantifies the density and intensity of the proposed uses. The Land Use Program described in the text, tables and diagrams will serve as the main reference for all future planning decisions and implementation activities in Alameda Point. Each of the land use districts have the appellation “AP”.

*Table 3-1: Land Use Summary* sets forth:

- A range of residential units allowed in each district, such that the total number of units at build-out shall be within the range;
- The permissible residential density per net acre in each district, such that the average density per net acre within that district at build-out shall be within that range;
- The maximum allowable non-residential square footage in each district; and
- The aggregate number of acres devoted to each district in the Plan Area.

TABLE 3-1 : LAND USE SUMMARY, ALAMEDA POINT				
LAND USE DISTRICT	Residential Units	Density Per Net Acre	Square Feet of Non-Residential	Acres
AP-PMU: Preservation Mixed Use	309	4.1-17.0 du/a	635,000	133.4
AP-MU: Mixed Use	1,248	30.1-70.0 du/a	182,000	28.7
AP-RM: Residential Medium	1,265	4.1-17.00 du/a	17,000	127.1
AP-RMH: Residential Medium High	923	17.1-30.0 du/a	-	40.0
AP-RH: Residential High	1,100	30.1-70.0 du/a	22,000	27.1
AP-C: Commercial	-	-	800,000	13.1
AP-BP: Business Park	-	-	1,715,000	63.4
AP-PT: Public Trust (Unsubmerged Lands)	-	-	421,000	350.2
AP-PT: Public Trust (Submerged Lands)	-	-	-	166.0
Public Rights-Of-Way	-	-	-	133.0

1. Variations in the size, configuration and development program for each of these districts are permitted pursuant to *Chapter 9: Plan Review* (regarding density transfers, density bonuses, changes in use, minor changes in district boundaries and historic preservation);
2. A fire station, branch library and the existing western branch of the City’s administrative offices will be accommodated within the Plan Area.
3. Existing occupied and unoccupied housing stock may be relocated or reused.

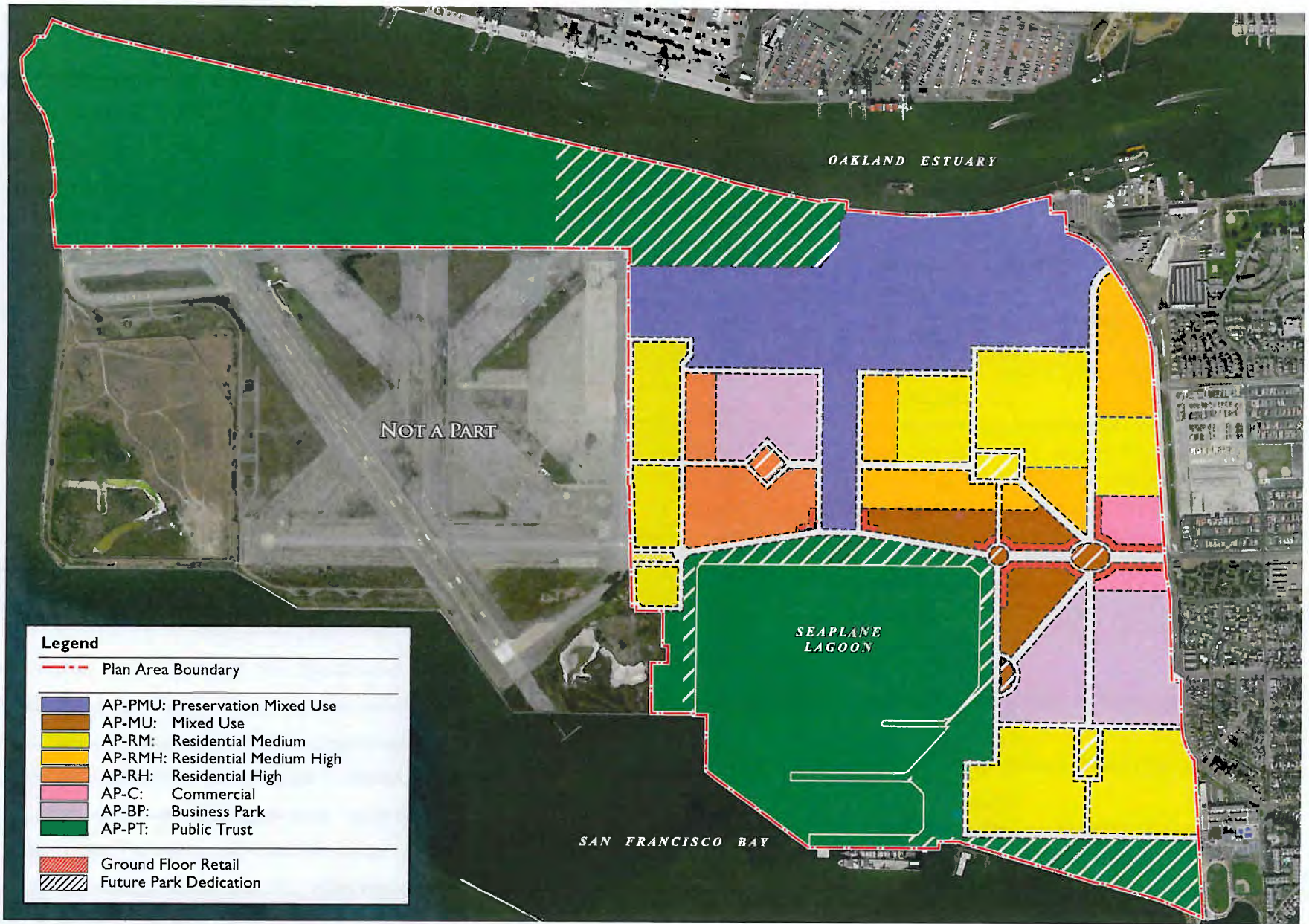


Figure 3-1: Land Use  
 Note: Ground floor retail is encouraged where shown.

Not to Scale   
 North



Exceptions to these regulations are set forth in *Chapter 9: Plan Review*. A “net acre” is calculated by excluding rights-of-way, parks and public open spaces from a gross acre.

*Figure 3-1: Land Use* also shows lands within the Plan Area where future park dedication is planned. Until the lands are dedicated or reserved for public park purposes, the underlying land use district shall apply. The Specific Plan adopts this strategy because the final boundary line locations for such parks have not yet been determined and flexibility is needed until more precise development plans are known and the land is subdivided.

### **3.3.1 Alameda Point – Preservation Mixed Use (AP-PMU)**

The approximately 133-acre AP-PMU district is a mixed use district permitting a wide range of uses and compatible new construction in accordance with the process established in *Section 9.6*. This district provides a broad range of uses in order to facilitate the reuse of historic and contributing buildings. This area would play a significant role in community “place making” and may include a community center, church, and civic uses such as fire department, a branch library, educational facilities, a post office, a museum and other cultural facilities. In addition, other uses are contemplated here such as live-work housing, residential uses, a hostel or hotel, workplaces for start-ups or small businesses, and personal and work-related services such as a barber shop or copy center, bakery, delicatessen, cafe, day care facilities and the like. Neighborhood and community parks as well as educational institutions are permitted in this district. Many of these uses may occupy historic NAS Alameda

buildings, thereby enhancing the character of the entire Plan Area.

To the extent that a parcel located in the AP-PMU district is located on lands that will be or are Public Trust lands pursuant to the Naval Air Station Alameda Public Trust Exchange Act (“Exchange Act”), the use of such parcel shall be limited to uses permitted or conditionally permitted in the AP-PT district described below. Housing and other uses inconsistent with the Exchange Act will not be permitted on Public Trust lands. The Planning Department of the City shall keep a publicly available record of parcels that are subject to the Exchange Act in the AP-PMU. In areas that are or will not be within the Public Trust, AP-PMU dwelling units will range on average from 4.1 to 17.0 dwelling units per acre.

### **3.3.2 Alameda Point – Mixed Use (AP-MU)**

This district permits the integration of residential, public, institutional and commercial uses and a new ferry terminal and transit hub. A mix of high density housing, local-serving retail such as a grocery store, and workplaces are permitted here to create a vibrant environment. Uses may be vertically or horizontally integrated. The preferred location of a grocery store is at the corner of Main and West Atlantic Avenues (see *Figure 1-2: Plan Area*), to be convenient for residents of Alameda Point and adjoining neighborhoods. In both residential and commercial buildings, retail, restaurants and/or services for locals and transit users may occupy a portion of the ground floor frontage. Within the AP-PMU district, *Figure 3-1: Land Use* shows where ground floor retail uses are permitted on West Atlantic Avenue or across from the transit terminal. Along West Atlantic

Avenue, once ground floor retail uses are established in a building, retail may expand in the upper floors. Day-to-day shopping and service needs of residents could be met with an array of retail and service commercial uses, such as pharmacies, cleaners, book stores, sporting goods stores, electronic appliance stores and hardware stores within ground floor space or in commercial blocks. Home repairs, garden and furnishing needs could be met at larger format retail stores. Neighborhood parks are permitted in this approximately 29-acre district. AP-MU dwelling units will range from a minimum of 30.1 to a maximum of 70.0 dwelling units per acre.

**3.3.3 Alameda Point – Residential Medium (AP-RM)**  
**(4.1 – 17.0 du/ac)**

Residential uses in the AP-RM district will be primarily for single family detached homes but may also include denser formats such as courtyard housing or housing around a mews. Other innovative site plans for single family housing types that use a shared driveway and common greens are also permitted in the RM areas. Duplexes, triplexes or large town homes or condominiums up to three stories in height would be permitted, reflecting the high end of the density range in this district. The Plan Area's AP-RM districts account for approximately 127 acres distributed throughout the Plan Area. RM units will range on average from a minimum of 4.0 to a maximum of 17.0 dwelling units per acre. Neighborhood and community parks as well as elementary, middle and high schools are permitted in this district.

**3.3.4 Alameda Point – Residential Medium High (AP-RMH)**

**(17.1 – 30.0 du/ac)**

This district, located along Main Street may include duplexes, townhomes, live-work units as well as single family detached homes. Clustered housing or housing that shares common open space and/or a driveway is also permitted in the RMH district. Duplexes, large and small townhomes and tuck under housing types of up to three stories in height typify this density range. AP-RMH areas account for approximately 40 acres in the Plan Area. RMH units will range on average from a minimum of 17.1 to a maximum of 30.0 dwelling units per acre. Neighborhood and community parks as well as elementary, middle and high schools are permitted in this district.

**3.3.5 Alameda Point – Residential High (AP-RH)**  
**(30.1 – 70.0 du/ac)**

Multi-family housing up to five stories in height is a permitted use in this district. Multi-family housing is intended here, in apartments, condominiums, flats and housing with garage podiums or embedded garages within the residential block. AP-RH areas account for approximately 27 acres, although additional RH housing will be found in the AP-MU district. RH units will range on average from a minimum of 30.1 to a maximum of 70.0 dwelling units per acre. Residential development within the AP-RH district shall at all times allow at least 30.1 units per acre. Neighborhood and community parks as well as elementary, middle and high schools are permitted in this district. Ground floor retail and water-oriented services are permitted in the ground floor of buildings

in the AP-RH district, as shown in *Figure 3-1: Land Use*.

### 3.3.6 Alameda Point – Commercial (AP-C)

AP-C areas comprise approximately 13 acres of the Plan Area. Permitted commercial uses will include a variety of uses such as offices, stores for home furnishings or home repairs, shops, personal or business services, art galleries, vocational schools, banks, general office, medical/dental offices, clinics, cafés and restaurants. Neighborhood parks are permitted in this district. Residential uses are also conditionally permitted in the AP-C district, and are subject to the development standards for AP-RMH housing.

### 3.3.7 Alameda Point – Business Park (AP-BP)

Permitted uses in this approximately 63-acre district include research, offices, laboratories, multi-tenant, storage, maritime industry and services, multi-tenant, vocational schools, government facilities, warehousing and/or distribution uses with ancillary office space. Light manufacturing and assembly are permitted with a Use Permit. Potential uses include scientific, technical and research oriented industries such as in the fields of electronics, aerospace, biotechnology and computer hardware and software. An existing power sub-station may be relocated to this area. Live/work uses are permitted in the AP-BP district.

### 3.3.8 Alameda Point – Public Trust (AP-PT)

The AP-PT district comprises approximately 350 acres of unsubmerged lands and approximately 166 acres of submerged lands. This designation applies to several sites within the Plan Area, including the upland edges of Seaplane Lagoon, Enterprise Park along the Bay's edge, the regional Sports Complex site and the Northwest Territories. Please see *Chapter 4: Open Space and Conservation* where the locations of these proposed uses are illustrated. The AP-PT district has been designed so that land uses on real property within the district will be consistent with the Naval Air Station Alameda Public Trust Exchange Act (the "Exchange Act"), after the completion of the land exchange contemplated therein. Under the Exchange Act and this Specific Plan, allowed uses are described as follows:

*"The establishment, improvement, and conduct of a harbor, and for the construction, maintenance, and operation thereon of wharves, docks, piers, slips, quays, warehouses, factories, storehouses, equipment, parking areas, streets, highways, bridges, pedestrian ways, landscaped areas, public buildings, public assembly and meeting places, convention centers, parks, museums, playgrounds, public recreation facilities (including, without limitation, public golf courses, marinas, restaurants, hotels, commercial recreation facilities, entertainment facilities and attractions), and any other utilities, structures, and appliances, provided the facilities are incidental to, or necessary or convenient for, the promotion, benefit, and accommodation of the purposes of the public trust."*

Shoreline public access will be provided in all AP-PT areas. The AP-PT



District also encompasses the waters, piers and submerged lands in the Seaplane Lagoon and extends to the south. Until the precise location of the ferry terminal and transit hub is finalized along the edge of Seaplane Lagoon, the underlying AP-PT district regulations shall apply to AP-PT lands fronting Seaplane Lagoon, and the City will defer the reservation of such lands for public park purposes.

Approximately 60 acres within the AP-PT district is intended for a Sports Complex to meet growing regional and city-wide recreational needs and to provide better access to the waterfront for residents. Indoor and outdoor active and passive public recreation facilities are permitted in this district. Types of new sports facilities that are permitted include: football, lacrosse, soccer, softball, baseball, tennis, volleyball, BMX/mountain biking, basketball, bocce and indoor/outdoor swimming. Other similar sports facilities are permitted. The scale of the facility would allow Alameda to host citywide and regional tournaments in a number of sports. The existing gym is permitted to remain and may be reused for indoor activities. Similarly, the existing skate park would remain. Picnicking, informal outdoor gathering and playgrounds and landscaped areas are permitted. Ancillary uses including a café, food kiosks, restrooms, maintenance buildings and storage are permitted. See *Figure 4-6: Sports Complex* for a conceptual illustration of the Sports Complex facilities.

### 3.4 HISTORIC RESOURCES

In addition to the uses permitted by right in each land use district, any use permitted in the AP-PMU district may be permitted in any historic building or structure outside of the AP-PMU but in the Historic District, as defined in *Section 9.6* below, provided that a Use Permit is obtained for such use. If the subject structure is demolished or if alteration (as defined in *Section 9.6*) occurs in a manner inconsistent with the Historic Resources Design Guidelines, all future land uses of the property on which the building or structure is located must comply with the underlying district regulations. If a building or structure is damaged but not destroyed by fire, Act of God or other casualty, the building or structure may be rebuilt and used for the land use allowed by the Use Permit, if any, granted pursuant to this section and *Section 9.4*. For additional development regulations pertaining to historic resources, see *Sections 7.4.2, 7.5.2 and 9.6* below.

### 3.5 AFFORDABLE HOUSING

Alameda Point will incorporate housing which is affordable to all income ranges, including very low, low and moderate income households, by incorporating a mix of housing types, efficient land use and supporting amenities. The mix of affordable housing types to be provided in the Plan Area shall be consistent with California redevelopment law.

During the base reuse process, the City made a long term commitment to a collaborative of advocates for the homeless, women and children in need, and veterans. At the present time, an approximately 120-unit collaborative

of former homeless residents, staff and volunteers occupy buildings in the Plan Area. Also on-site is a facility for families in need as well as a housing program with single beds for veterans in transition. A more efficient, consolidated land use program is intended to accomplish the objectives of the original commitment and also achieve the City's overall redevelopment goals. A new group of facilities to serve the homeless population, help women and children in need, and support veterans in transition is planned.

New affordable housing units will be reasonably dispersed throughout the phases of development, and may be located in exclusively affordable buildings. Affordable housing will be constructed so that it is coordinated with the overall residential construction program. New and rehabilitated affordable housing will be comparable in design, exterior appearance and overall quality of construction to market rate units. Affordable residential units at Alameda Point will include group living, duet townhomes, attached townhomes and multi-family apartment and condominium developments.

### 3.6 PERMITTED USES

To describe the character of this new community, *Section 3.3: Land Use Program* provided a generalized description of the land uses. The location of each use is shown on *Figure 3-1: Land Use*. This section's purpose is to provide a more detailed, systematic matrix of the uses permitted within each of the land use districts listed below and described in *Section 3.3*. The following symbols used in *Table 3-2: Permitted Uses by Land Use Category*

indicate if the use is permitted and the type of permit, if any, required for a given use type within a specific land use designation:

- P Permitted
- G Permitted in ground floor only, except as noted under AP-MU above
- C Permitted with Use Permit approved by Planning Director
- Not Permitted

The abbreviations used in *Table 3-2* shall correspond to the following land use designations:

- AP-PMU: Preservation Mixed Use
- AP-MU: Mixed Use
- AP-RM: Residential Medium
- AP-RMH: Residential Medium High
- AP-RH: Residential High
- AP-C: Commercial
- AP-BP: Business Park
- AP-PT: Public Trust

The following additional regulations will apply:

- Land uses shown in the matrix as “Permitted” shall require a non-discretionary, ministerial building department staff clearance, confirming that the use is permitted by this *Chapter 3*.
- Proposed uses not listed on *Table 3-2: Permitted Uses by Land Use Category* may be permitted upon determination by the Planning Director that such uses are of similar density, intensity and character to a permitted use with a use permit.
- The text of this Specific Plan should be interpreted so that the broadest scope of uses is permitted and ambiguities should be resolved in favor of flexibility in land use.
- Accessory uses incidental to the permitted uses are Permitted.

**TABLE 3-2 : PERMITTED USES BY LAND USE CATEGORY, ALAMEDA POINT**

		AP-PMU	AP-MU	AP-RM	AP-RMH	AP-RH	AP-C	AP-BP	AP-PT
<b>Open Space/Conservation</b>									
1	Active Recreation, Courts and Playing Fields	P	C	P	P	P	P	P	P
2	Botanical Gardens/Demonstration Gardens	P							P
3	Community Gardens, including Roof Gardens	P		P	P	P			P
4	Festivals, Weddings, Flea Markets and Special Events	P	P					P	P
5	Natural Resources Preservation								P
6	Neighborhood/ Community Parks	P	P	P	P	P	P	P	P
7	Open Air Farmers Markets	C	C					C	C
8	Tot Lots and Playgrounds	P	P	P	P	P	P	P	P
<b>Residential Uses</b>									
9	Accessory (carriage house) Units	P		P	P				
10	Bed & Breakfast Inns	C	C	C	C	C			P
11	Family Day Care Homes (6 or fewer persons)	P	P	P	P				
12	Home Occupations	P	P	P	P	P	C	C	

**TABLE 3-2 : PERMITTED USES BY LAND USE CATEGORY, ALAMEDA POINT (CONTINUED)**

		AP-PMU	AP-MU	AP-RM	AP-RMH	AP-RH	AP-C	AP-BP	AP-PT
<b>Residential Uses (Continued)</b>									
13	Live/Work Units	P	P		P	P	P	P	
14	Multi-Family Rowhouse, Duplexes, Triplexes	P	P	P	P	P	C		
15	Multiple-Family Dwellings (condos, multi-family flats, apartments, townhouses)	P	P	P	P	P	C		
16	Private Recreation Facilities	P	P	P	P	P	C	C	
17	Residential Care Facilities (6 or fewer persons)	P		C	C				
18	Residential Sales Offices	P	P	P	P	P	C	C	
19	Senior Citizen/Congregate Care Housing	P	C		C	C	C		
20	Single-Family Dwellings	P		P					
21	Supportive Housing, Group Residential Facilities	P		C	P				
<b>Public Uses</b>									
22	City Corporation Yards						C	P	
23	Community Center/Meeting Centers	P	P			G	P	P	P
24	Clubs, Lodges and Fraternal Organizations	P	P			G	P		P
25	Cultural Exhibits and Museums	P	P			G	P		P
26	Fire Station, Paramedics	P					P	P	P
27	Government Offices and Facilities	P	C				P	P	
28	Hospital, Urgent & Emergency Care, Clinics Facilities	C	C				P	P	
29	Libraries	P	C						
30	Places of Worship	C	C	C	C	C	C		
31	Public Administrative Facilities	P	C				P	P	
32	Police Community Field Offices, Parking Lots	P	P					P	P
33	Post Offices	P	P					P	
34	Public Utility Distribution & Transportation Facilities							P	C
35	Public Utility Installations (major)							P	C
36	Tourist Information Facilities	P	P			G	G		P

TABLE 3-2 : PERMITTED USES BY LAND USE CATEGORY, ALAMEDA POINT (CONTINUED)

		AP-PMU	AP-MU	AP-RM	AP-RMH	AP-RH	AP-C	AP-BP	AP-PT
Public Uses (Continued)									
37	Public Schools, Trade/Vocational Schools	P	C	C	C	C	P	P	
Retail Trade Establishments									
38	Antiques, Bookstore, Galleries	P	G		G	G	G		
39	Apparel Stores, Shoe Store and Repairs	C	G		G		G		
40	Bakeries, Confectionery Stores	P	G		G	G	G	P	
41	Bicycle Shops/Rental	G	G		G	G	G	G	G
42	Camera/Photographic Supply , Cell Phone Stores	C	G		G		G	P	
43	Consignment Shops, Thrift Shops	C	G		G		G		
44	Computer and Software Stores	C	G		G		G	P	
45	Concession Stands /Kiosk Businesses	C	C		G		G		C
46	Convenience Stores w/o Fuel Pumps	C	G		G		G	P	
47	Deli, Café, Coffee Shop, Ice Cream Parlors	P	G		G	G	G	P	P
48	Department Stores (10,000 SF maximum)	P	G		G		G		
49	Drug Stores and Pharmacies	P	G		G		G		
50	Florist Shops/Stands	P	G		G	G	G		
51	Furniture and Home Furnishings Stores	P	G		G		G		
52	Garden Supply and Retail Nurseries	P	G		G		G		
53	Gas Stations				G		G	P	
54	Gift, Novelty, and Souvenir Shops	P	G		G	G	G		
55	Grocery, Supermarket, Health Food Stores	P	G		G		G		
56	Hardware Stores (10,000 SF maximum)	P	G		G		G		
57	Hobby, Toy, Crafts and Game Shops	P	G		G	G	G		
58	Home Appliance/Electronics Stores and Repairs		G		G		G	P	
59	Jewelry Stores	P	G		G	G	G		
60	Liquor Stores, Wine Shops		C		C	C	C		
61	Luggage, Fabrics and Leather Goods Stores	P	G		G		G		



**TABLE 3-2 : PERMITTED USES BY LAND USE CATEGORY, ALAMEDA POINT (CONTINUED)**

		AP-PMU	AP-MU	AP-RM	AP-RMH	AP-RH	AP-C	AP-BP	AP-PT
Retail Trade Establishments (Continued)									
62	Music, Musical Instruments Stores, Video Stores	P	G		G		G		
63	News Dealers and Newsstands	P	G		G	G	G		
64	Pet Shops, Animal Grooming	C	G		G		G		
65	Specialty/Variety Stores	P	G		G	G	G		
66	Sporting Goods Stores (10,000 SF maximum)	P	G		G	G	G	P	
67	Stationery, Party Supply Stores	P	G		G	G	G		
68	Vision and Eyeglass Centers	P	G		G	G	G		
Personal and Household Uses									
69	Art/Music/Rehearsal/Dance/Martial Arts Studios	P	P				G		
70	Barber Shops/Beauty Salons/Manicurists	P	G			G	G		
71	Child Day Care Facilities (7 or more persons)	C	C		C	C	C		
72	Dry Cleaning and Laundry w/o Plant	P	G		G		G	P	
73	Dry Cleaning/Dyeing Plants							P	
74	Equipment Rentals (light)	C	C				G		
75	Exterminators							P	
76	Fabric, Upholstery Shops, Tailors	P	P		P		P		
77	Home Maintenance Services/Supplies (less than 10,000SF)						P	P	
78	Interior Decorating Services	P	P				P	P	
79	Laundromats	P	G		G		G		
80	Locksmiths	P	P				P		
81	Medical / Dental Offices	P	P				P		
82	Mortuaries							C	
83	Pet Day Care	P	P				P	P	
84	Pet Boarding/Kennels							C	
85	Spa Retreat/Day Spas	P	P			G	P		
86	Spiritualist Readings	C	P						

TABLE 3-2 : PERMITTED USES BY LAND USE CATEGORY, ALAMEDA POINT (CONTINUED)

		AP-PMU	AP-MU	AP-RM	AP-RMH	AP-RH	AP-C	AP-BP	AP-PT
Personal and Household Uses									
87	Travel Agencies	P	G			P	G	P	
88	Treatment Centers (substance abuse w/o overnight facilities)	C			C				
89	Veterinary Offices, Clinics						P	P	
Business									
90	Advertising Services	P	P				P	P	
91	Auto Sales Showroom/Lots						C		
92	Auto Repairs and Servicing							C	
93	Banks/ Financial/ Insurance Institutions	P	G				G	P	
94	Blacksmiths	C						C	
95	Blueprinting and Photostating Services	P	P				P	P	
96	Brewery/ Distilleries	P	G					P	
97	Building Maintenance Services	P	P				P	P	
98	Business Equipment Rentals and Sales		G				P	P	
99	Carwashes							C	
100	Catering Services	P	P				P	P	
101	Cold Storage	P						C	
102	Commercial Art /Graphic/Lithography Design Services	P	P				P	P	
103	Computer and Data Processing Services	P	P				P	P	
104	Contractors Yards							P	P
105	Copying/Printing; Courier/Delivery Services	G	G				P	P	
106	Equipment Manufacturing/ Machine Shops							C	
107	General Offices	P	P				P	P	
108	Incubator Offices	P	P				P	P	
109	Laboratories							C	
110	Light Manufacturing	C						C	
111	Motion Picture/Recording Studios	C						P	

**TABLE 3-2 : PERMITTED USES BY LAND USE CATEGORY, ALAMEDA POINT (CONTINUED)**

		AP-PMU	AP-MU	AP-RM	AP-RMH	AP-RH	AP-C	AP-BP	AP-PT
<b>Business (Continued)</b>									
112	Photoengraving/Finishing/Photography Services	P	G				P	P	
113	Plant and Landscaping Maintenance Services	C						C	
114	Postal and Mailbox Rental Services	P	G				P		
115	Publishing Plants	C						P	
116	Research & Development	P						P	
117	Sign Services, Vending Machines Sales and Rentals							P	
118	Warehouses	P						C	
119	Sustainable Technologies	C	C	C	C	C	C	C	C
<b>Commercial Recreation and Large Assembly Facilities</b>									
120	Amusement Arcades and Games (indoor facilities)	P	G				P	P	P
121	Bowling Alleys	P	G				P	P	
122	Hotels, Hostels	P	P				P	P	P
123	Hotel Condominium/Timeshares	C	P				P	P	P
124	Indoor Sports Facilities	P	P				P	P	P
125	Movie Theaters/Playhouses	P	P				P	P	
126	Night Clubs, Bars, Taverns, and Lounges	P	P				P		
127	Restaurants	P	P		P	P	P		P
128	Sidewalk Cafes Associated with Restaurants	P	G		P	P	P		P
<b>Transit-Related Uses</b>									
129	Automobile Parking for Transit Uses	P	P		P	P	P	P	P
130	Car Sharing Lots/Garages	P	P	P	P	P	P	P	C
131	Ferry Terminal/Transit Center		P					P	P
132	Recycling Facilities (small collection facilities)	C	C	C	C	C	C	P	P
133	Taxi Stands	P	P				P		
<b>Fine Arts/Crafts Uses</b>									
134	Computer/Animation/Filmmaking	P					P	P	

**TABLE 3-2 : PERMITTED USES BY LAND USE CATEGORY, ALAMEDA POINT (CONTINUED)**

		AP-PMU	AP-MU	AP-RM	AP-RMH	AP-RH	AP-C	AP-BP	AP-PT
<b>Fine Arts/Crafts Uses</b>									
135	Fine Arts	P					P	P	
136	Furniture/Woodwork, Metal Shops	P					P	P	
137	Mixed Media	P					P	P	
138	Performing Arts	P					P	P	
139	Textile Arts	P					P	P	
<b>Marine Related</b>									
140	Bait Shops	P	P					P	P
141	Boat Rental	P	P					C	P
142	Boat Repair	P						C	P
143	Boat Storage	P						C	P
144	Commercial Marina								P
145	Gas Docks								P
146	Marine Supplies	P						P	P
147	Marine Equipment Sales/Repairs							P	P
148	Ship Chandleries	P						P	P
149	Water-related Industries	P						P	P
150	Water-related Offices	P	P					P	P
151	Water-related Retail Services and Sales	P	P					P	P
152	Naval Uses								P

Notes: Areas within the AP-Public Trust are subject to Public Trust uses.

Supermarkets over 10,000 sq. ft. are only allowed in AP-Commercial district

Ground floor uses shown in AP-RMH may only occur along the Main Street frontage, except for personal services for AP-RMH residents.

Sustainable technologies may range from solar farms to neighborhood waste management sites and must be compatible with surrounding uses.



# 4

## OPEN SPACE AND CONSERVATION

INTENT	4.1
NEIGHBORHOOD PARKS	4.2
COMMUNITY PARKS	4.3
LINEAR OPEN SPACE	4.4
SEAPLANE LAGOON WATERFRONT PARK	4.5
ALAMEDA POINT SPORTS COMPLEX	4.6
ENTERPRISE REGIONAL PARK	4.7
CONSERVATION OF NATURAL RESOURCES	4.8



## 4.1 INTENT

The Alameda Point open space system will serve as the framework for the entire Plan Area and will enhance connectivity within it. Approximately 145 acres of parks and open space are proposed. See *Table 4-1: Parks and Open Space*. The intent of this Specific Plan is to offer extensive shoreline park improvements of citywide and regional value, open space, pedestrian and bicycle trails as well as internal neighborhood-serving parks. An elliptical park will mark the Plan Area's eastern gateway, from which a series of tree-lined boulevards form a network of walking routes to the multiple parks embedded in the neighborhoods and at Seaplane Lagoon. All residences are designed to be located within a five-minute walk of parkland. See *Figure 4-1: Open Space Framework*.

The open space framework provides land for park and recreation facilities sufficient in size and amenities to meet the requirements of the Plan Area. The parkland required by this Specific Plan exceeds the requirements of both a state law known as the Quimby Act, California Government Code section 66477, and provisions of the City's subdivision ordinance. The Quimby Act authorizes cities to require up to 5 acres of parkland per 1,000 residents at the time land is subdivided. At project build-out, approximately 57 acres of Quimby-required parkland would be required. As shown in *Table 4-1: Parks and Open Space*, the Project will provide approximately 61 acres of new parkland, plus the approximately 24-acre Enterprise Park and the approximately 60-acre Sports Complex. Total park acreage is approximately 145 acres.

Prime open space components available to the general public will include a long shoreline park fronting Seaplane Lagoon similar to San Francisco's Marina Green; the grand landscaped north-south historic axial open space

Component	Approximate Acres
Neighborhood Parks	12.0
Community Parks	17.0
Linear Open Space	9.0
Seaplane Lagoon Waterfront Park	23.0
SUBTOTAL	61.0
Enterprise Regional Park	24.0
Sports Complex	60.0
TOTAL PARKLAND ACRES	145.0

Note: The Bay Trail is assumed to be an integral part of all shoreline open space not governed by habitat conservation restrictions.

of the former NAS Alameda; neighborhood parks for active and passive recreation; two new community parks; and a new approximately 60-acre multi-purpose regional Sports Complex. These are all woven together with a network of off-street trails and on-street sidewalks. The Plan accommodates large-floorplate indoor sports facilities in several locations.

Each of these public amenities is described below and illustrative plans are provided. The Plan Area landscape design guidelines will be prepared during a public planning process that provides a "Pattern Book" for the Plan Area, so the facilities and range of uses in each park will be re-evaluated by the public. Because the park concepts may be changed during that process,

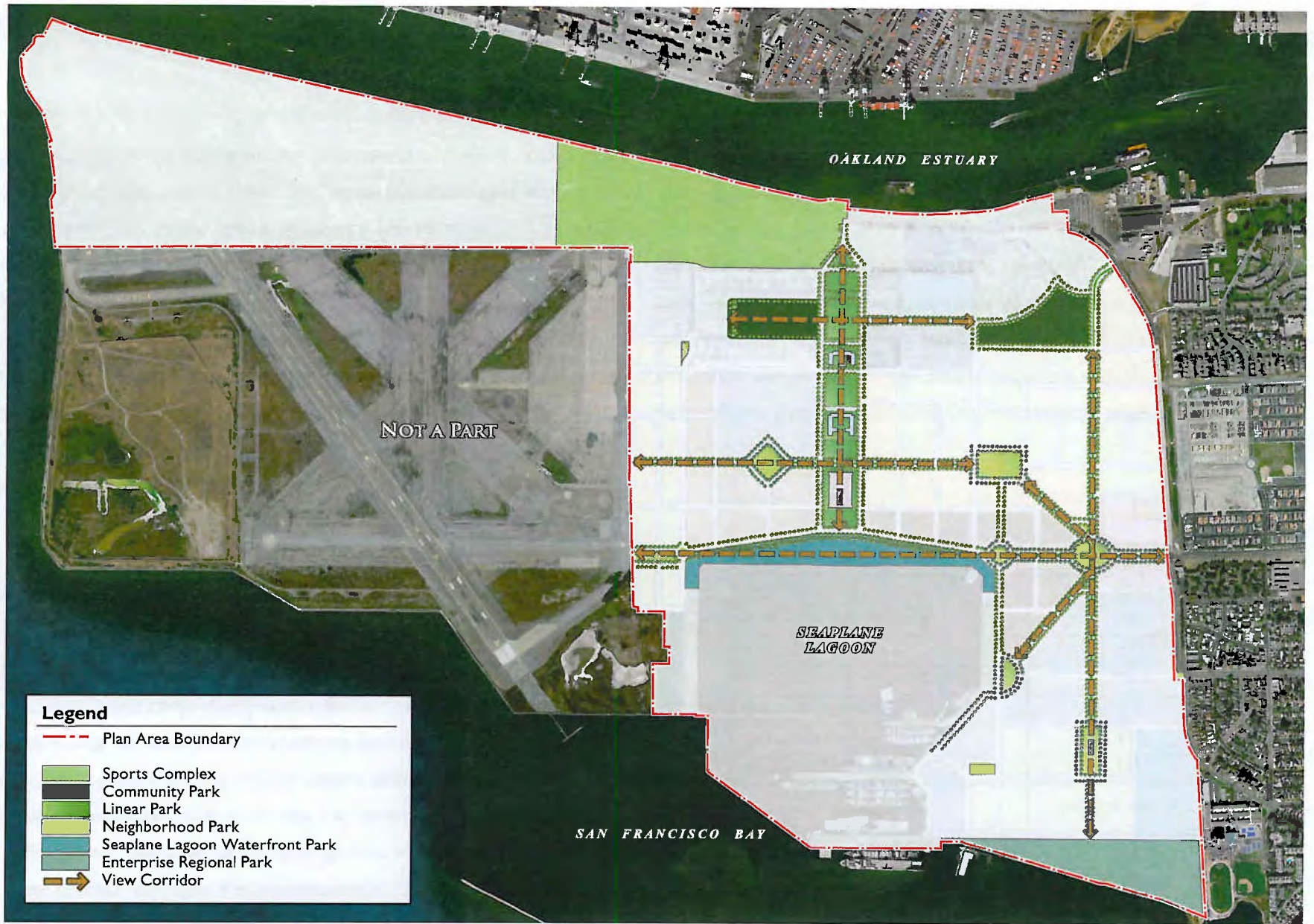


Figure 4-1: Conceptual Open Space Framework (ILLUSTRATIVE ONLY)

Not to Scale





the drawings showing suggested facilities and amenities provided in this chapter are illustrative only.

## 4.2 NEIGHBORHOOD PARKS

### 4.2.1 Gateway Park

An elliptical, 1 to 2-acre park will mark the eastern gateway into the Plan Area from West Atlantic Avenue. From this signature neighborhood park, six street axes will radiate outward into the development, terminating at a series of other neighborhood parks. The main feature of this park will be a full size Navy jet mounted on a pedestal and visible from all six approaching streets. Formal trees, walkways and a plaza will surround the ascending jet with benches, flagpoles, interpretive signage and plaques, which explain the significance and history of the former military base site and memorialize local military heroes and be a key display of public art for this part of the Plan Area. See *Figure 4-2*.

### 4.2.2 Typical Neighborhood Park

The typical neighborhood park is intended to include a universally accessible children's play area. Neighborhood parks will be approximately two acres, on average. A gazebo and/or shade structure with picnic tables and associated barbecues will be included near the play area for family

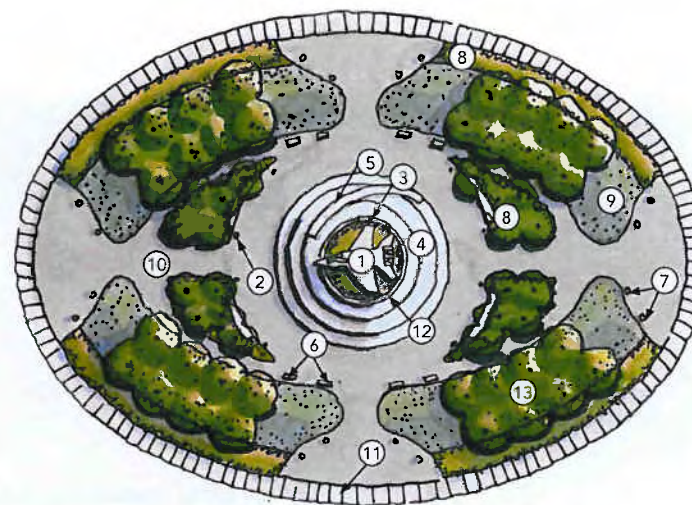
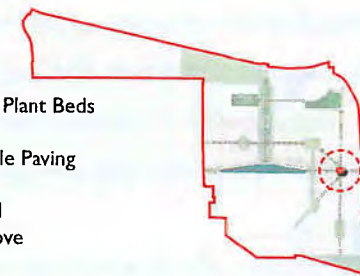


Figure 4-2: Gateway Park (ILLUSTRATIVE ONLY)

#### Gateway Park - Proposed Elements

- |                         |                        |
|-------------------------|------------------------|
| 1. Jet Monument         | 8. Colorful Plant Beds |
| 2. Historic Naval Flags | 9. Turf                |
| 3. Interpretive Plaque  | 10. Permeable Paving   |
| 4. Stairs               | 11. Sidewalk           |
| 5. Ramp                 | 12. Seat Wall          |
| 6. Benches              | 13. Tree Grove         |
| 7. Pedestrian Lights    |                        |



convenience. An informal, irregular turf area will be included for non-programmed play, spontaneous events and small gatherings.

Smaller parks, typically approximately 1 acre in size, are intended to serve the immediate neighborhood residents. Improvements will include a small play area with play components separated for 2-5 year olds and 5-12 year olds. Benches and tables will be provided. See *Figure 4-3*.



Figure 4-3: Neighborhood Park (ILLUSTRATIVE ONLY)

#### Neighborhood Park - Proposed Elements

1. Children's Play Area (2-5 year olds)
2. Children's Play Area (5-12 year olds)
3. Sand and Water Play
4. Gazebo Shade Structure
5. Picnic Tables
6. Barbeque Grills
7. Permeable Paving
8. Open Meadow
9. Sidewalk
10. Special Entry Paving
11. Rain Garden /On-site Water Retention
12. Tree Grove
13. Colorful Plant Beds
14. Pedestrian Bridge



### 4.3 COMMUNITY PARKS

A wide range of active and passive recreation will be possible in the two community parks. One approximately 9-acre park is planned in the northeast part of the Plan Area. It could include community or cultural facilities. Large playing fields could be coupled with basketball courts, an open meadow and children's play areas. The other community-scale park (approximately 8 acres) adjoins the Bachelor Enlisted Quarters; several playing fields can be built in this location. Parking, restrooms, hardscape areas, exercise stations and varied landscaped areas will also be part of the program for the community parks. Facilities planning and landscape design will be sensitive to and subject to Historic Resource Design Guidelines.

Both parks could act as a core location for everyday community gatherings. A large destination children's play area could provide a variety of play amenities for 2-5 and 5-12 year olds. The play areas will be universally accessible and could provide both active and imaginative play opportunities. Group picnic facilities could be provided with a shade structure, barbecue area and restroom facilities. See Figure 4-4.



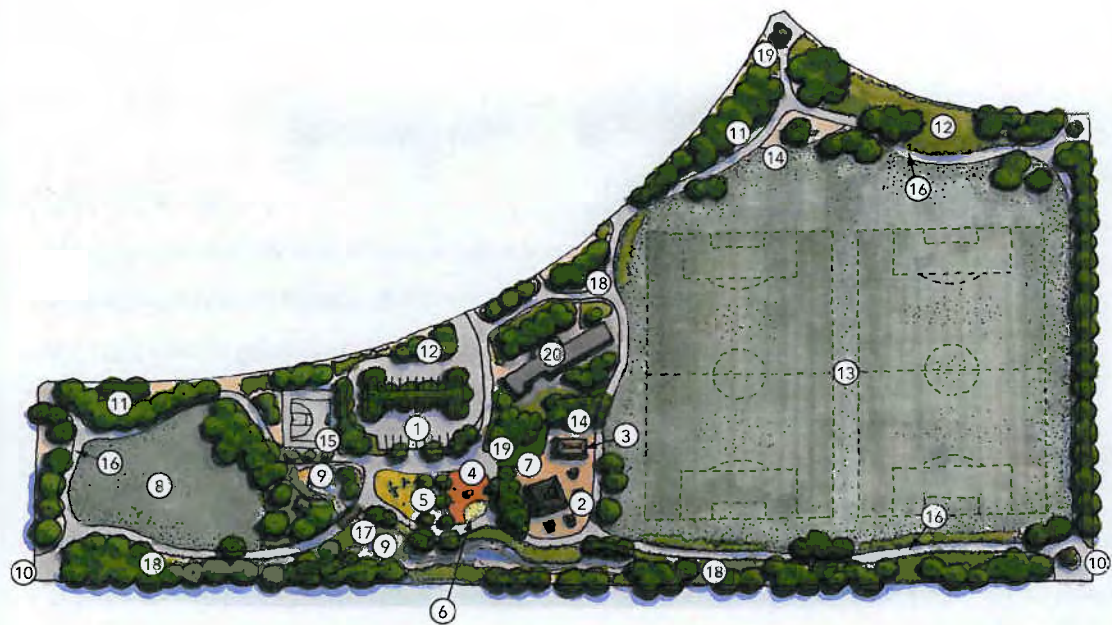
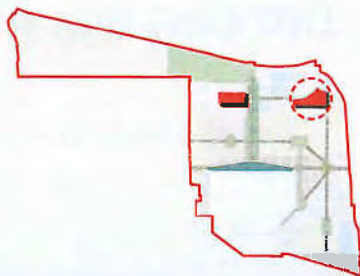


Figure 4-4: Community Park (ILLUSTRATIVE ONLY)

**Community Park - Proposed Elements**

- |  |                                       |
|--|---------------------------------------|
| 1. Parking Lot (30 Spaces)               | 15. Basketball Courts                 |
| 2. Group Picnic Facilities               | 16. Perimeter Walking / Jogging Trail |
| 3. Restroom Facilities                   | 17. Pedestrian Bridge                 |
| 4. Children's Play Area (2-5 year olds)  | 18. Exercise Station                  |
| 5. Children's Play Area (5-12 year olds) | 19. Public Art                        |
| 6. Sand and Water Play Area              | 20. Admiral's House                   |
| 7. Permeable Paving                      |                                       |
| 8. Open Meadow                           |                                       |
| 9. Rain Garden / On-site Water Retention |                                       |
| 10. Special Entry Paving                 |                                       |
| 11. Tree Grove                           |                                       |
| 12. Colorful Plant Bed                   |                                       |
| 13. Large Open Green                     |                                       |
| 14. Informal Picnic Area                 |                                       |



**4.4 LINEAR OPEN SPACE**

This linear open space corridor forms a continuum between the Estuary and Seaplane Lagoon. The open space areas in this corridor are interspersed with existing historic buildings that a pedestrian could visit while walking from the Estuary to the Lagoon. Open spaces in this area will act as local gathering places on a day-to-day basis but will be of civic and regional interest.

Landscaped areas will be commingled with various civic uses such as a branch library, community center, post office or chapel. Parade-ground-size areas, areas for ceremonies, and smaller, more intimate gathering places with seating and a variety of landscaped areas could be possible here. Facilities planning and landscape design in the linear park will be sensitive to and subject to Historic Resource Design Guidelines. A conservation easement may be established in this area as an incentive to preserve the linear open space.



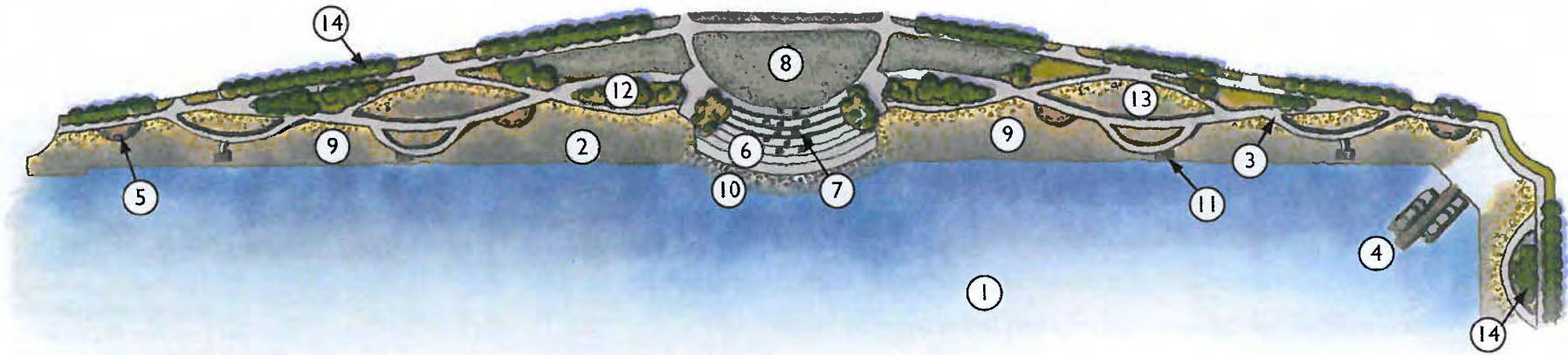


Figure 4-5: Seaplane Lagoon Waterfront Park (ILLUSTRATIVE ONLY)

## 4.5 SEAPLANE LAGOON WATERFRONT PARK

This approximately 23-acre shoreline park framing the edge of Seaplane Lagoon will incorporate many water-oriented amenities and activities. Pedestrian walks and bicycle paths will link the ferry terminal and such facilities as vista points, kinetic sculpture, a water-oriented amphitheater, seating/rest areas, a wave terrace and the like. The large piers, at which the USS Hornet Museum is located and the MARAD Ready Reserve Fleet and other former battleships are currently docked, may become a part of this community open space, and public access to the piers may be provided.

See Figure 4-5.

### Seaplane Lagoon - Proposed Elements

- |     |  |  |
|-----|--|--|
| 1.  | Seaplane Lagoon                        |  |
| 2.  | Pedestrian Walk (10' wide)             |  |
| 3.  | Bike Path (12' wide)                   |  |
| 4.  | Piers                                  |  |
| 5.  | Kayak Access                           |  |
| 6.  | Wave Terrace Plaza                     |  |
| 7.  | Kinetic Public Art                     |  |
| 8.  | Open Meadow                            |  |
| 9.  | Native Planting                        |  |
| 10. | Rip-rap                                |  |
| 11. | Vista Points with Interpretive Signage |  |
| 12. | Coastal Tree Grove                     |  |
| 13. | Rain Garden                            |  |
| 14. | Colorful Plant Beds                    |  |
| 15. | Seating / Rest Area                    |  |
| 16. | Ferry                                  |  |



## 4.6 ALAMEDA POINT SPORTS COMPLEX

The proposed Alameda Point Sports Complex will be a city and regional resource. Two different plans for the complex, with or without an aquatic center, are currently being considered. The complex will offer social, physical and educational opportunities. The complex will contribute to meeting the recreational needs of the City and residents of Alameda Point. Its shoreline will include the Bay Trail and passive areas for the enjoyment of the estuarine environment.

The envisioned public recreation facilities will serve to attract more Alameda and Bay Area residents to the waterfront. The existing gymnasium may anchor the Sports Complex facilities that will be approximately 60 acres. Recreation opportunities could start in the early morning and continue into late evenings for individuals and sports leagues, and will be both active and passive in nature. Recreational uses could include a renovated gymnasium with indoor basketball, a multi-use building, soccer/football/lacrosse fields, a number of softball/Little League fields, tennis courts, bocce courts, basketball courts, a swimming center, sand volleyball, playgrounds for younger children, and a BMX/mountain biking area. Informal and group picnic areas along with a network of trails and walking paths that may link to the Bay Trail, are also planned. Parking is currently proposed to be located in the lots to the immediate south and just west of the gymnasium.

The Sports Complex could be a center for senior activities, tournaments, entertainment events and spectator sports, and would become a regional destination for amateur sporting events. A comprehensive illustrative proposal has been developed for the Sports Complex. See *Figure 4-6*.

## 4.7 ENTERPRISE REGIONAL PARK

At Enterprise Park along the Bay shoreline, formal and informal outdoor areas may be provided. This park is approximately 24 acres in size. As the property of the East Bay Regional Park District, parking, restrooms, hardscape areas, vista points and varied landscaped areas may also be part of the program.

## 4.8 CONSERVATION OF NATURAL RESOURCES

Given the disturbed nature of the majority of the Plan Area, the only part of the Plan Area in which hydrophytes, hydrophytic soils or wetland hydrology have been observed is the Northwest Territories. If future biological evaluations of the Northwest Territories establish the presence of threatened or endangered species, cooperative consultations with the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service and the California Department of Fish and Game will be undertaken to conserve such natural habitats as are warranted to protect the species.



Figure 4-6: Sports Complex



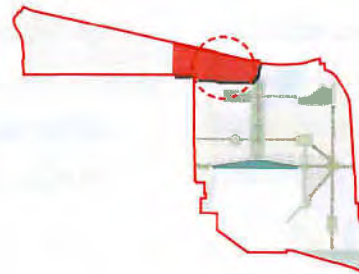
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**Sports Complex (alt 01) - Proposed Elements**

- |   |                                       |
|---|---------------------------------------|
| 1. Football/Lacrosse field (160' x 360')  | 16. Group picnic with shade structure |
| 2. Warm up fields                         | 17. Sand volleyball pit               |
| 3. Restroom/concessions storage building  | 18. Tennis courts                     |
| 4. Soccer field (210' x 330')             | 19. Parking (158 spaces)              |
| 5. Parking (200 spaces)                   | 20. Swimming complex                  |
| 6. Maintenance Building with storage yard | 21. Existing guard shack              |
| 7. Parking (73 spaces)                    | 22. Entry green                       |
| 8. Parking (97 spaces)                    | 23. Parking (225 spaces)              |
| 9. Group picnic                           | 24. Multi-use building                |
| 10. Shoreline trail                       | 25. Gymnasium                         |
| 11. Restroom/concessions storage building | 26. Existing parking                  |
| 12. Softball/baseball fields              | 27. Informal picnic                   |
| 13. Play area                             | 28. Existing skate park               |
| 14. Central green lawn area               | 29. Basketball courts                 |
| 15. BMX/mountain bike skills park         |                                       |

**Sports Complex (alt 02) - Proposed Elements**

- |   |                                       |
|---|---------------------------------------|
| 1. Football/Lacrosse field (160' x 360')  | 16. Group picnic with shade structure |
| 2. Warm up fields                         | 17. Sand volleyball pit               |
| 3. Restroom/concessions storage building  | 18. Tennis courts                     |
| 4. Soccer field (210' x 330')             | 19. Parking (81 spaces)               |
| 5. Parking (200 spaces)                   | 20. Existing guard shack              |
| 6. Maintenance Building with storage yard | 21. Entry green                       |
| 7. Parking (73 spaces)                    | 22. Parking (225 spaces)              |
| 8. Parking (97 spaces)                    | 23. Multi-use building                |
| 9. Group picnic                           | 24. Gymnasium                         |
| 10. Shoreline trail                       | 25. Existing parking                  |
| 11. Restroom/concessions storage building | 26. Informal picnic                   |
| 12. Softball/baseball fields              | 27. Existing skate park               |
| 13. Play area                             | 28. Basketball courts                 |
| 14. Central green lawn area               |                                       |
| 15. BMX/mountain bike skills park         |                                       |





# 5

## TRANSPORTATION, CIRCULATION AND PARKING

INTENT	5.1
PUBLIC STREET SYSTEM	5.2
TRANSIT SYSTEMS	5.3
FERRY SERVICE	5.4
PEDESTRIAN AND BICYCLE SYSTEMS AND FACILITIES	5.5
TRANSIT HUB AND TRANSPORTATION MANAGEMENT COORDINATOR	5.6
TRUCK ROUTES	5.7
PARKING	5.8
PHASING OF TRANSPORTATION IMPROVEMENTS	5.9

## 5.1 INTENT

The circulation system within the Plan Area is a network of interconnected tree-lined, streets, trails and bikeways designed to facilitate pedestrian, bicycle and vehicle access to all portions of the Plan Area. This network will connect to the Project's multi-modal ferry terminal, and other on-site transit facilities including shuttle/bus routes and stops and a Bus Rapid Transit system. The primary objective is to create calm streets that engender a pedestrian and bicycle-friendly environment. To that end, the streets proposed in this chapter are unique to Alameda Point and shall be implemented in the Plan Area. The on-site street and trail system joins the existing City street system on the eastern edge and northern edges of the Plan Area, providing pedestrian, vehicular and transit access to the remainder of the City street grid system. These connections and related improvements will enable the entire City of Alameda to more effectively combat regional traffic congestion.

This chapter provides a comprehensive, multi-faceted menu of transportation strategies that complement, support and are integrated with the land use strategies in the Specific Plan. The primary integrated land use and transportation strategy is that Alameda Point is a transit-oriented community. Transit-oriented communities concentrate housing and employment in compact, highly walkable, diverse mixed-use neighborhoods with direct and convenient access to high quality public transportation. This development strategy provides residents and workers a choice of transportation mode, particularly for commuting. The mix of uses in close proximity provides for everyday needs so that people are not required to drive long distances and add to local congestion. The menu of innovative

transportation strategies that can be implemented at Alameda Point such as shuttles to BART, car-sharing, guaranteed ride home programs, and eco-passes make alternatives to the automobile not only convenient, but attractive choices.

Transit-oriented communities in Northern California have demonstrated reductions in single-occupancy vehicle usage. They have been shown to generate approximately half of the automobile commute traffic generated by conventional development, reducing the regional impacts of work trips. They retain more trips internal to the development thereby reducing the localized impacts of running errands, going to lunch, and school and shopping trips. The compact neighborhoods and connected walkable design of the street system promote easier walking and bicycling.

The benefits of transit-oriented communities go beyond reducing traffic. They include improved air quality; increased productivity with less time wasted in congested environments; improved health by encouraging physical activity; reduced energy consumption; increased social interaction with neighbors, and overall improvement to the quality of life of Island residents and employees. Upon implementation, the transportation strategies will provide additional and improved transit options for existing residents of Alameda.

The combination of transportation strategies that will be most effective for Alameda Point are dependent on the specific type and phasing of development, continuous monitoring, and refinement, and require a



comprehensive analysis of the development's impacts. Therefore, based on the environmental analysis required prior to subdivision of the Plan Area, the appropriate initial strategies will be selected to properly address Project impacts and will be conditioned through the subdivision map approval process. Beyond the environmental analysis, the overall transportation strategy includes monitoring and refinement during each phase of development to maximize the effectiveness of the strategy.

## 5.2 PUBLIC STREET SYSTEM

A hierarchy of streets, named by the developer, with various capacities, functions and character is proposed to serve the transportation needs of Alameda Point: boulevards, connectors, local streets and alleys. The new network will connect all of the Plan Area's zones to one another and to the public open space network throughout the site. The intent is to retain the scale of the proposed streets while ensuring public health and safety. Street landscaping will include trees, shrubs and groundcover. Wherever feasible, the street landscape areas will incorporate vegetative-swales and related storm drainage features. See *Figure 5-1: Street System*.

In order to create pedestrian friendly streets that support a compact neighborhood, streets will be designed to operate at speeds of 25 mph or less. *Figure 5-1: Street System* illustrates the street pattern and classifications for Alameda Point.

### 5.2.1 Boulevards

The primary boulevard, West Atlantic Avenue, will extend from existing Ralph Appezato Memorial Parkway. It will adopt a distinctive character within the Plan Area, and will become a walking environment that also serves cars, bicycles, transit and Bus Rapid Transit (BRT). With a total right-of-way of 120 feet, West Atlantic Avenue will be 88 feet curb-to-curb. It will have 16-foot wide sidewalk/landscaped edges, two 8-foot parking zones, two 5-foot bike lanes, two 10-foot vehicular travel lanes, a 38-foot median with dedicated lanes for transit, and 7-foot landscape buffers that will double as vegetative swales. Landscaping will be located on the perimeter and within the median. See *Figure 5-2: West Atlantic Avenue*.

Typical internal boulevards that connect key open space areas will be 66 feet curb-to-curb within an 86-foot right-of-way. These boulevards will be comprised of 10-foot sidewalk/landscape edges, two 8-foot parking lanes, two 5-foot bike lanes, two 10-foot vehicular lanes, and a 16-foot median that also acts as a vegetative-swale. See *Figure 5-3: Typical Boulevard*.

### 5.2.2 Waterfront Parkway

The waterfront parkway will be 28 feet curb-to-curb within a 48-foot right-of-way. A 9-foot and a 10-foot lane provide for vehicular travel, with an 8-foot parking lane containing periodic tree planters on the inbound edge

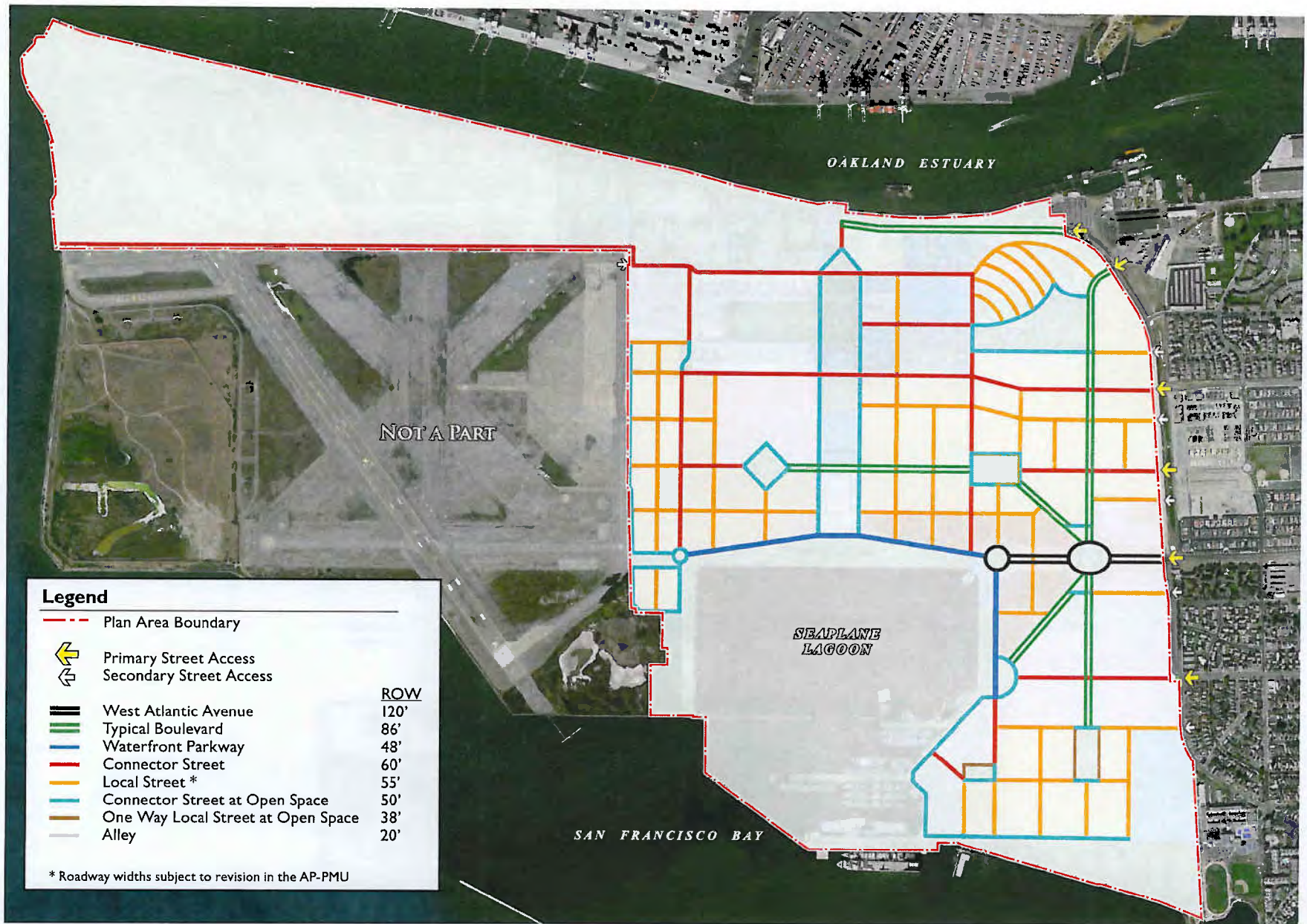


Figure 5-1: Street System

Not to Scale  
 North

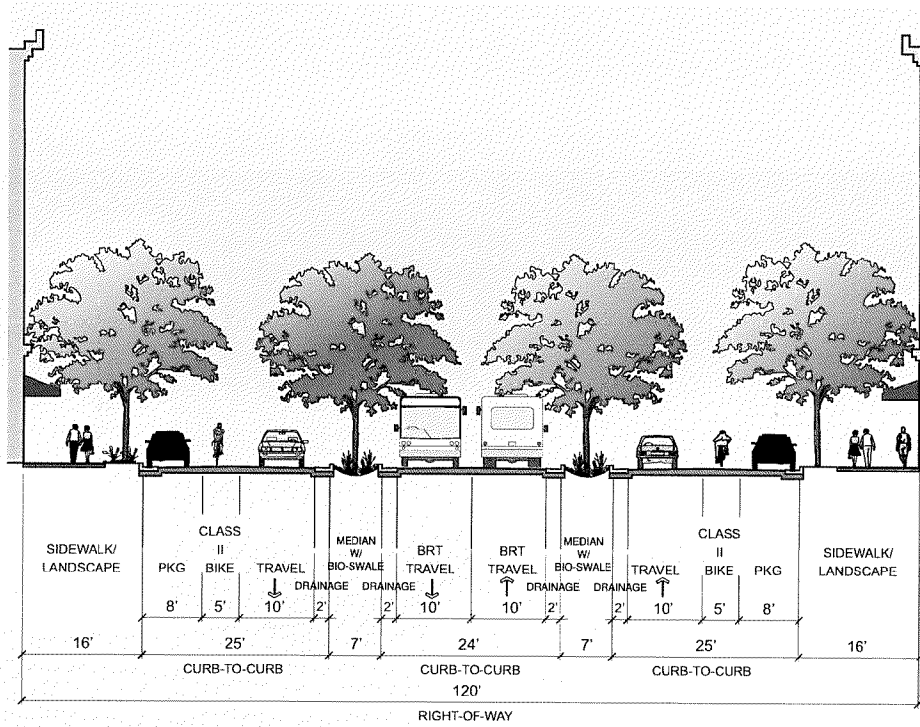


Figure 5-2: West Atlantic Avenue

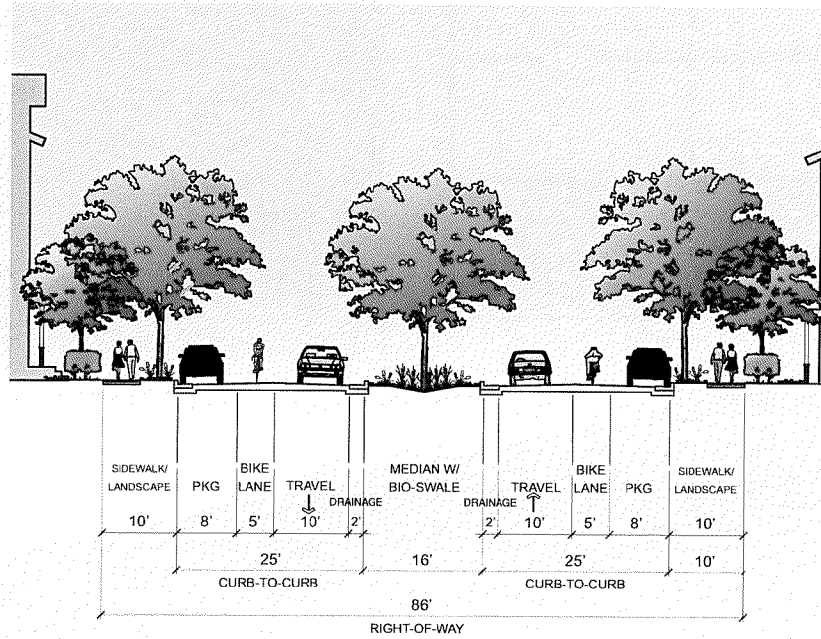


Figure 5-3: Typical Boulevard



only. The inbound edge will provide a 20-foot landscaping and pedestrian zone. Outside the right-of-way, the waterfront side will include a 14-foot landscaped edge that serves as a stormwater basin, a 10-foot Class 1 bike trail, a landscape buffer that varies in width, and an 8-foot paseo for pedestrians only. See *Figure 5-4: Waterfront Parkway*.

### 5.2.3 Connectors

These streets primarily connect neighborhoods and local streets extend from them. The typical connector will be 34 feet curb-to-curb within a 60-foot right-of-way. Two 5-foot sidewalks border 8-foot landscape/vegetative-swale areas. Ten-foot vehicular lanes will be joined by 8-foot parking zones on both sides. Along bicycle routes, connectors may employ shared lanes designated with “sharrows”, pavement markings that identify where bicyclists should ride to avoid automobile doors opening into the path of the bicyclists. See *Figure 5-6: Typical Connector*.

Typical connectors adjacent to open spaces will be 27 feet curb-to curb within a 50-foot right-of-way. The inbound edge will provide a 5-foot sidewalk bordered by an 8-foot landscape/vegetative swale strip. The open space edge will provide a 7-foot sidewalk bordered by a 5-foot landscape/vegetative swale strip. Eight-and ten-foot vehicular lanes will be bounded by an 8-foot parking zone on the inbound edge only. A Class 1 bike trail may adjoin the right-of way on the open space edge. See *Figure 5-5: Connector at Open Space*.

### 5.2.4 Local Streets

The typical local street will be 32 feet curb-to-curb within a 55-foot right-of-way. It will be comprised of a 5-foot sidewalk and 5-foot landscape/vegetative-swale edge on one side and a 5-foot sidewalk and 8-foot landscape/vegetative swale edge on the other side. Nine-foot vehicular lanes will be joined by 8-foot parking zones on both sides. See *Figure 5-8: Typical Local Street*.

One-way local streets bordering open space will be 26 feet curb-to-curb within a 38-foot right-of-way. Five-foot sidewalks border irrigated 7-foot landscaping areas that serve as vegetative swales. Two 7-foot parking zones and one 12-foot travel lane serve parking and vehicular travel. The sidewalk and landscaping area on the open space edge is outside of the right-of-way. See *Figure 5-7: One-Way Local Street at Open Space*.

### 5.2.5 Alleys

Alleys will be 16 feet wide within a 30-foot right-of-way. There will be two-foot hardscape or load-bearing landscape strips on both edges to meet fire access requirements. Alleys may be privately owned. See *Figure 5-9: Alley*.

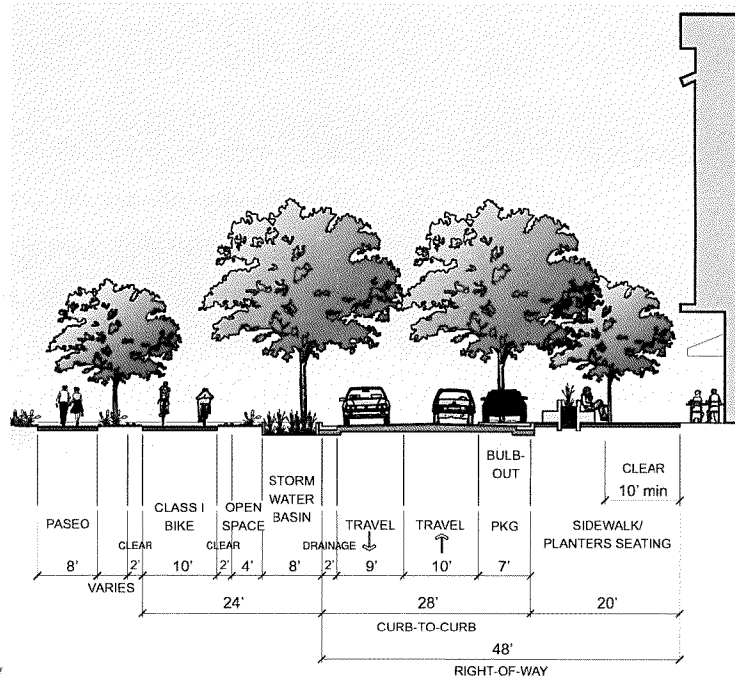


Figure 5-4: Waterfront Parkway

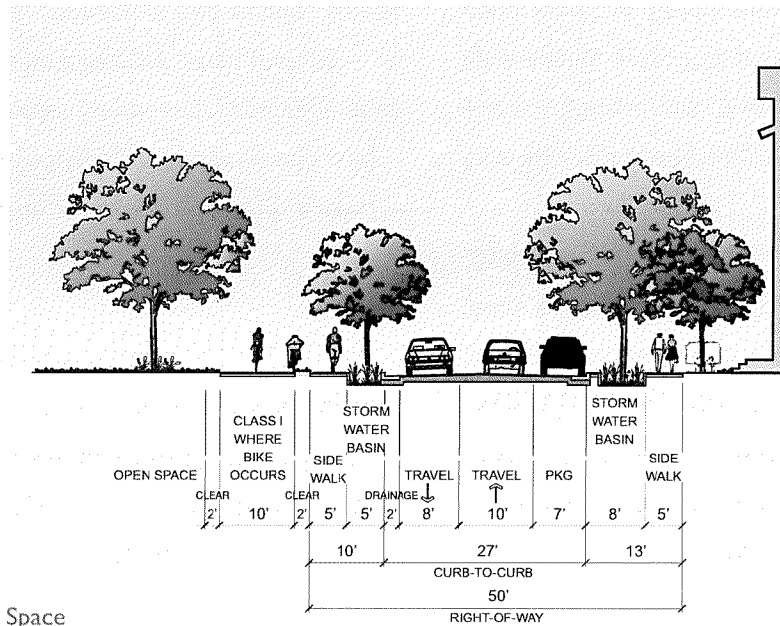


Figure 5-5: Connector at Open Space



Figure 5-6: Typical Connector

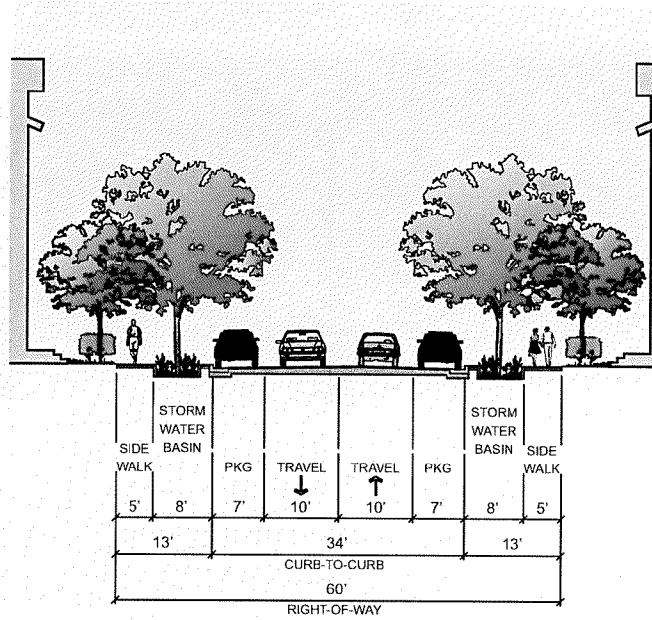
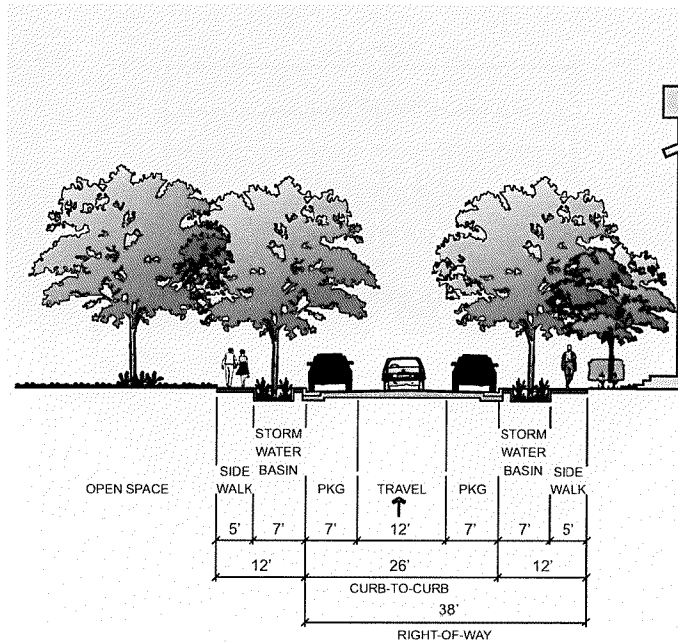


Figure 5-7: One Way Local Street at Open Space



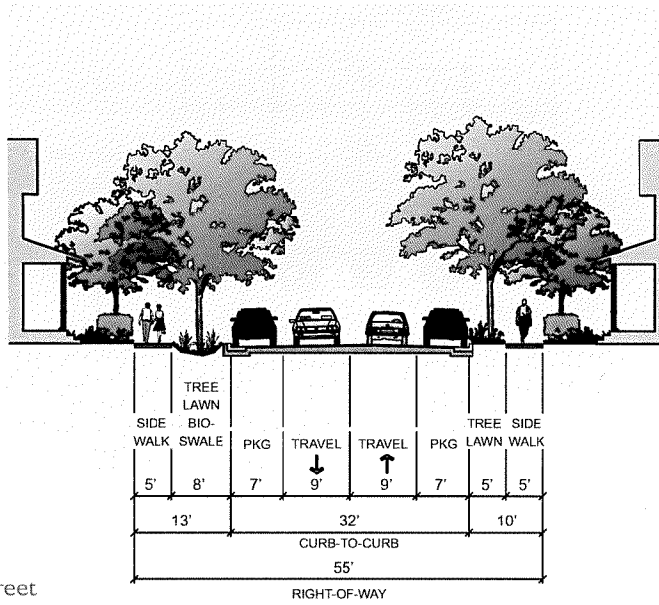


Figure 5-8: Typical Local Street

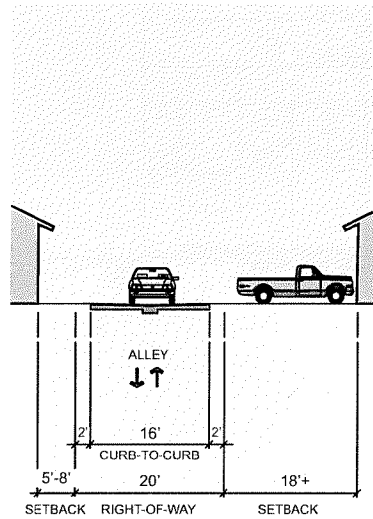


Figure 5-9: Alley

## 5.3 TRANSIT SYSTEMS

Alameda Point will be transit-oriented and designed so that residents, workers and visitors can take maximum advantage of transit options. A multi-faceted transportation strategy is proposed, with a transit hub created within the AP-Mixed Use area that serves multiple modes of travel. See *Figure 5-10: Transit-Oriented Development*.

### 5.3.1 Shuttles and Bus Rapid Transit

In addition to AC Transit bus service to and from the Plan Area to various destinations along their routes, one of the primary transportation strategies is a dedicated shuttle connecting Alameda Point to the 12th Street BART Station and downtown Oakland. This strategy will occur with the first phase of development. At the major on-site shuttle stops, car-sharing, park and ride lots, and bike-sharing services will be located to further reduce the need for private automobiles.

The shuttle service will eventually “evolve” to a Bus Rapid Transit (BRT) service connecting the Plan Area to the 12th Street BART Station and, in later phases, the Fruitvale BART Station. Ultimately, BRT service is to include dedicated transit lanes along major thoroughfares in Alameda to enable efficient and more competitive cross-island travel of benefitting the entire Island’s population. Where BRT travels in lanes with automobiles, “queue jump lanes” may be provided at signalized intersections to allow BRT vehicles to bypass automobile queues and remain competitive in terms of travel time. BRT signature stations may provide amenities similar to light rail stations, including shelters and real-time travel information. Alternative main routes for a cross-island BRT system with partially

dedicated transit lanes that have been considered include the former Beltline right-of-way running along the northern edge of Alameda as well as the route of the historic Southern Pacific Railway’s Red Car system on Lincoln Avenue.

## 5.4 FERRY SERVICE

A new ferry terminal will be constructed and a multi-modal transit hub will be located at Seaplane Lagoon with frequent, high-speed ferry service between Alameda and San Francisco. This service will eliminate the ferry stop on the northern edge of the Plan Area in the Oakland-Alameda Estuary. Regular ferry service from Alameda is consistent with the Bay Area Water Emergency Transportation Authority’s (WETA) Regional Ferry Plan. Future connections to other regional ferry destinations may also be possible.

## 5.5 PEDESTRIAN AND BICYCLE SYSTEMS AND FACILITIES

Strong pedestrian and bicycle connections throughout Alameda Point and especially to transit stops will be provided. All streets will be equipped with safe, attractive and desirable pedestrian routes, and grander routes will be provided near open space and the waterfront. Boulevards will have raised medians as pedestrian refuges. Short blocks and mid-block pedestrian passageways through long blocks will invite walking. Blocks longer than 450 feet will include a pedestrian passageway. All sidewalks in the Project will be 5 feet or wider.

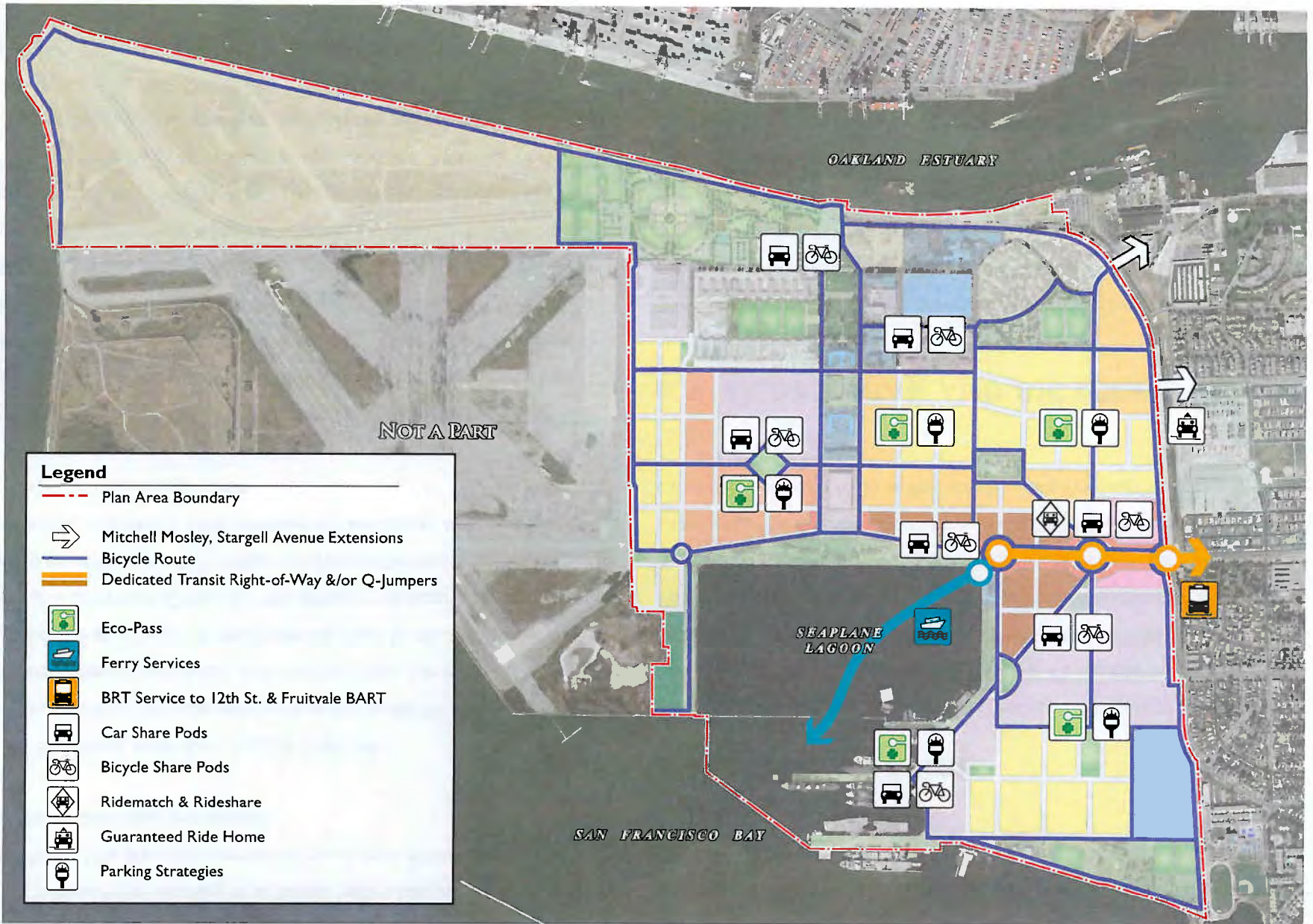


Figure 5-10: Transit-Oriented Development

Not to Scale





The Plan Area's streets will include a network of bike lanes and bike trails, which will be integrated into open space area plans and the bicycle network.

*Figure 5-11: Bicycle and Pedestrian Network* shows the bike lanes and trails that will be provided. Secure short-term and long-term bicycle parking (including bicycle lockers), and potentially bicycle stations (attended bike parking, service and sales), will be provided at the ferry terminal where educational, safety and encouragement programs will also be provided. All schools, community centers, retail areas, public parks and workplaces will include bike racks and/or lockers. A bicycle way-finding map and signage will be provided. Large employers will be obligated to provide facilities for bicycle and pedestrian commuters.

## 5.6 TRANSIT HUB AND TRANSPORTATION MANAGEMENT COORDINATOR

The goal of the City's General Plan Transportation Element and the Alameda Point Community Plan is to reduce trips generated by new commercial and residential development. The proposed concentrated mix of jobs, housing, schools, retail and services in the Plan Area and transit options allows residents to remain in the Plan Area for most needs such as childcare, school drop-off, daily errands, shopping, recreation and dining. Many residents may also work in the Plan Area given the mix of jobs and housing within Alameda Point. Transit services, including ferry, shuttles and BRT, located at a new multi-modal transit hub at Seaplane Lagoon will include ticketing, a taxi stand, possibly a casual carpool loading area, convenience retail, travel information, a nearby car-sharing service and a bicycle station

that may include a bicycle-share service. Office space for a Transportation Management Coordinator will be provided in the Plan Area. Signage will be created to inform people of the presence of these facilities and services.

Non-auto travel options will be promoted in a number of ways. Assessments paid by all homeowners and businesses will entitle all residents and employees to an "Eco-Pass" for access to all transit modes provided by the Project. Also, an Alameda Point Transportation Management Coordinator will be paid to assist residents, workers and employers in planning their trips, work with transportation providers to benefit Alamedans, conduct annual transportation "fairs", organize ride-matching and vanpool programs, administer incentive programs to increase transit usage and the like. The Transportation Coordinator will evaluate each program's effectiveness and fine-tune programs and add additional strategies to better meet needs, minimize Project impacts, best meet congestion and VMT reduction goals, and maximize effectiveness of various programs. The feasibility and timing for implementing and funding concepts will be developed in a Transportation Demand Management Plan ("TDMP"). This plan will address the recommendations of the environmental assessment prior to the first phase of development. The following menu of strategies will be included in the TDMP approved with the first master final map:

- Car-Sharing program
- Bicycle-Share program
- Guaranteed Ride Home program
- Resident and Employee Ridematching/Ridesharing program
- New tenant/resident orientation of transportation alternatives and



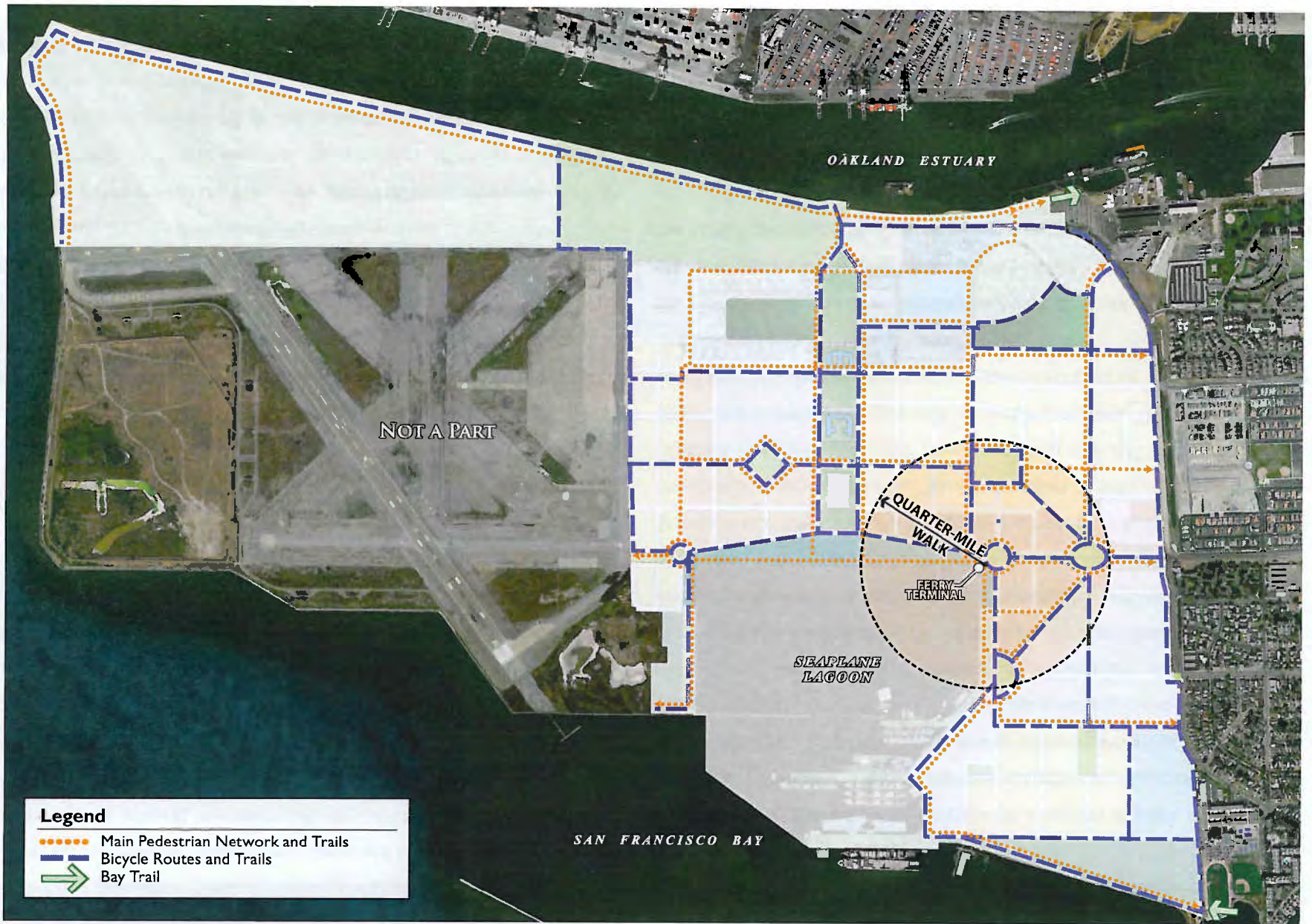


Figure 5-11: Bicycle and Pedestrian Network

available services

- New employee commute options orientation program
- On-site transportation management and commute alternatives office
- Transportation alternatives information package to every new household
- Market-based additional parking options and pricing
- Satellite telework center

The TDMP may also include:

- Rebates for new vanpool participants
- Employer sponsored vanpools
- Carpool Incentive Program
- Carpool to College Program
- Schoolpool Program

Employers will work with the Transportation Management Coordinator to develop individual transportation demand management plans tailored to their employee's specific needs and to provide alternative transportation incentives such as preferential parking for carpools and vanpools, internal ride-matching services, Eco-Passes, car-share service membership, flexible work hours and remote work site options and site amenities and/or services that encourage walking and bicycling and reduce the need to travel for daily errands.

## 5.7 TRUCK ROUTES

New truck routes will extend along the north and east sides of the Plan Area. These routes will serve uses in the AP-PMU District, AP-PT District, the northerly AP-BP District and other points west. Also, a truck route will run along the eastern edge of the Plan Area on Main Street as shown in the Transportation Element and the Alameda Point Community Plan, with routes extending into the Plan Area to serve uses in the AP-BP District and the shoreline near the large piers on Seaplane Lagoon. Truck routes have been selected to avoid residential areas. See *Figure 5-12: Truck Routes*.

## 5.8 PARKING

This Specific Plan calls for parking spaces to be located on-street, in designated lots or structures, and on private properties accessed through streets and alleys. Because of its concentrated mixed-use design and its infill location, Alameda Point is expected to generate less traffic and parking demand than conventional suburban developments and the required amount of parking will be lower than for conventional development. Parking will be regularly monitored to determine the appropriate cost for parking in the Plan Area. The Specific Plan establishes off-street parking ratios for residential and non-residential uses that apply only within Alameda Point, and the zoning ordinance (Section 30-7.6) will be amended accordingly. See *Chapter 7: Development Standards*. The standards set forth in *Chapter 7* are differentiated by building and/or land use type for residential, commercial





and retail. Parking standards for civic uses will be determined on a case-by-case basis.

The intention of the parking standards and modifications to the City's zoning requirements for off-street parking and loading is to provide sufficient parking, but to be very efficient and flexible in its allocation and management. The parking standards for Alameda Point are appropriate for urban, transit oriented, mixed use developments. The compact, walkable, and transit-oriented characteristics of Alameda Point that reduce traffic will also reduce the demand for parking. A Parking Management Plan will be a part of the TDMP, and may be amended from time to time. The TDMP will provide a comprehensive implementation and management strategy, including required Transportation Demand Management strategies that help reduce parking demand. Strategies for providing and managing parking may include the following:

- Allowing shared parking between complementary non-residential uses, and providing for the implementation of parking districts that allow property owners to fund and manage shared parking facilities
- Public parking pricing strategies to manage short-term and long term parking demands, and possibly graduating to dynamic pricing in retail-intensive districts to maintain the availability of parking spaces
- Preferential parking for rideshare and alternative fuel vehicles
- Allowing parking management strategies such as valet parking for retail and restaurant uses
- Allowance of mechanical lift parking in residential development
- Car-sharing and bike-sharing pods at strategic locations

- Encouraging transit use by providing a Guaranteed Ride Home program to Eco-Pass holders for family emergencies
- Developing a parking availability and guidance program
- Instituting residential parking permit programs in neighborhoods potentially impacted by spillover parking or adjacent neighborhood demand
- Enforcing off-street and on-street parking time limits to manage short-term and long-term parking needs
- Collaboration between the Transportation Management Coordinator and employers to develop parking incentives and/or disincentives such as parking fees and parking cashout
- Managing parking cost as a strategy to meet the congestion, vehicle miles traveled (VMT), and vehicle use targets developed as part of the transportation impact mitigations
- Annual transportation survey of employees and traffic monitoring surveys of all modes to evaluate and efficiently manage the TDM program
- Annual residential and employee parking survey to evaluate and efficiently manage the TDM Program.

## 5.9 PHASING OF TRANSPORTATION IMPROVEMENTS

The proposed land use plan for Alameda Point includes five phases of redevelopment, as described in *Chapter 8: Implementation*. The TDMP which is required to be developed and approved by the City prior to the first phase of development will include a detailed implementation and operations plan for each phase of the transportation strategy. Prior to the approval of

each subsequent phase of the development, the City and developer may amend the TDMP for the next phase to better serve the Plan Area and respond to program monitoring results and recommendations prepared by the Transportation Management Coordinator. The following preliminary transportation phasing plan is proposed for coordination with the land use phases. The following timing and phasing may be amended through the TDMP process.

### Phase 1

The following transportation strategies will be implemented during the first phase of redevelopment:

- Every homeowner and every business pays annual fees entitling them to an “Eco-Pass” unlimited transit pass
- Ferry service from Main Street Terminal
- 15-minute headway dedicated shuttle service to the 12th Street BART station during weekday commute hours
- Car-sharing facilities
- Publicly available bicycle-share stations
- On-site Alameda Point Transportation Coordinator to present, advertise and support programs from the following menu of TDM measures through all phases of the development:
  - » Ridematch and rideshare services
  - » Guaranteed Ride Home program
  - » Promotion of preferential parking for rideshare and alternative fuel vehicles as provided by individual property owners
  - » Parking guidance and information system
  - » Eco-Pass program
  - » Internet kiosk available at Coordinator’s office
  - » Other incentive programs such as carpool/vanpool incentives (i.e. 30 day fuel subsidies), schoolpool, etc.
  - » Promotional and planning services that include transportation options orientation, commute alternatives planning for employers, and information packages, and website
- Preferential parking spaces for rideshare and alternative fuel vehicles within any shared parking facilities
- Shared parking facilities as developed by individual property owners or through parking districts established by property owners
- Parking Management Plan for Phase 1 development
- Traffic and transit use monitoring program, coordinated by the Transportation Management Coordinator and used to adjust and refine the measures in the menu of strategies.
- Pedestrian-oriented street and building design
- Alameda Point bicycle facilities and parking
- Multi-modal wayfinding system
- Annual transportation survey of employees and traffic monitoring surveys of all modes to evaluate and efficiently manage the TDM program
- Annual residential and employee parking survey to evaluate and efficiently manage the TDM program.



## Phase 2

During Phase 2, the following transportation strategies and improvements will be added to Phase 1 strategies:

- Commencement of construction of the ferry terminal and transit hub
- Transit improvements and street extensions as necessary to include enhanced bicycle and pedestrian facilities
- Car-sharing facilities expanded
- Bicycle-share program expanded (addition of bike-share “pods” as warranted by demand)
- TDM programs expanded as determined through monitoring and refinement of programs
- Pricing for on-street parking (meters) in retail areas
- Potential residential permit parking program starting with neighborhoods immediately adjacent to the transit hub, as warranted by demonstrated parking spillover
- Parking Management Plan review and update
- Annual transportation survey of employees and traffic monitoring surveys of all modes to evaluate and efficiently manage the TDM program
- Annual residential and employee parking survey to evaluate and efficiently manage the TDM Program.

## Phase 3

During Phase 3, the following transportation strategies and improvements will be added to the strategies for Phase 1 and 2:

- Construction of Ferry Terminal and transit hub at Seaplane Lagoon to be completed
- Shuttle or Bus Service on 10-15 minute headways to 12th Street and Fruitvale BART stations during weekday commute hours, including real time transit information at stops, queue jump lanes, transit shelters, and transit signal priority
- Initial improvements to Cross Alameda Trail
- Dedicated bicycle station installed at the ferry terminal
- Car-sharing facilities expanded (if needed)
- Bicycle-share program expanded (additional pods as warranted by demand)
- TDM programs expanded as determined through monitoring and refinement
- Parking Management Plan review and update
- Annual Transportation Survey of Employees and traffic monitoring surveys of all modes to evaluate and efficiently manage the TDM program.
- Annual Residential and Employee Parking survey to evaluate and efficiently manage the TDM Program.

**Phases 4 and 5**

During Phases Four and Five, the following transportation strategies and improvements will be added to the Phases 1, 2, and 3:

- Bus Rapid Transit Service on 10- 15 minute headways to the 12th Street BART station during weekday commute hours, including dedicated right-of-way through much of the network
- Completion of Cross Alameda Trail
- Car-sharing facilities expanded (if needed)
- Bicycle-share program expanded (additional pods as warranted by demand)
- TDM programs expanded as determined through monitoring and refinement
- Parking Management Plan review and update
- Annual transportation survey of employees and traffic monitoring surveys of all modes to evaluate and efficiently manage the TDM program
- Annual residential and employee parking survey to evaluate and efficiently manage the TDM Program.

# 6

## UTILITIES AND INFRASTRUCTURE

INTRODUCTION	6.1
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STORM DRAINAGE AND WATER QUALITY	6.3
SANITARY SEWER	6.4
WATER SUPPLY AND DISTRIBUTION	6.5
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PHASING OF UTILITY SYSTEMS	6.8

## 6.1 INTRODUCTION

This chapter describes the backbone utility and infrastructure systems needed for the redevelopment of the Plan Area. The existing water, sewer and storm drainage systems were built by the Navy about 60 years ago and have been maintained and operated by the local utility providers since the former NAS Alameda was decommissioned in 1997. All of these systems are deteriorated, do not meet today's construction or performance standards and are in various states of disrepair. New development cannot rely on the existing infrastructure without updating the systems to current code requirements. Additionally, the locations of the existing utility facilities generally are not in alignment with the proposed new roadway framework, which has been redesigned as an urban grid system with smaller blocks to serve a tight knit, pedestrian oriented development. For all of these reasons, new systems for storm drainage, sewage removal, potable and recycled water, energy transmission, and telecommunications are needed. All of these proposed systems will be constructed to current standards while integrating sustainable development and green infrastructure strategies when feasible.

To accomplish this, most of the aging existing systems must be excavated and removed or abandoned in place and new planned infrastructure components installed in the new rights-of-way or roadway alignments as required to serve each phase of the development. Bay mud and other soil stability issues will need to be addressed prior to installation of the new infrastructure, and in some cases subsurface infrastructure will require special facilities to protect maintenance workers from existing soil or ground water contamination. Also, some new elevations for the Plan Area must

be established to provide flood protection, so grading is explained in this chapter as well.

## 6.2 GRADING

As described in *Chapter 2: Plan Background*, the Plan Area is encumbered by various geotechnical and flooding conditions. The existing geotechnical conditions affecting portions of the Plan Area include subsidence of young Bay Mud, liquefiable soils and shoreline stability. Additionally, the Plan Area has areas subject to flooding, associated with high tidal events, wind/wave run-up and stormwater run-off, which will be increased should the sea level rise due to climate change. Base flood elevation ("BFE") as defined in this Plan takes into account tidal elevations, wind and wave run-up, sea level rise due to climate change assumptions and stormwater run-off.

### 6.2.1. Preliminary Grading Concepts

A number of grading concepts may be implemented to ensure that (a) ground floors of buildings are elevated above the BFE, (b) development areas are removed from the flood zone and/or (c) buildings must meet flood insurance minimum grade requirements. Grading solutions may vary from area to area and may differ for existing buildings and new construction. Final grading plan(s) shall meet the Federal Emergency Management Agency standards for flood protection, and meet all other applicable City standards not inconsistent with this Specific Plan.

The preliminary grading concept proposes the addition of soil to raise new

construction development areas in order to address the geotechnical and flooding conditions. These areas will require fill material to raise elevations to or above the BFE. Fill material may be generated from a variety of sources, ranging from off-site sources to the reuse of on-site pavement and base rock, but all fill and fill compaction will meet geotechnical and environmental standards by the various permitting agencies with jurisdiction.

For historic resources, a field survey of the lowest floor elevations was conducted for the majority of the existing buildings. A number of these structures were found to have lowest floors above the current BFE and would not need to be raised for flood protection. While some roadways in the Historic District are below BFE, in order to maintain the integrity of the core area in the Historic District, roadways within the AP-PMU are not proposed to be raised, unless they are adjacent to new construction areas. Raising the profiles and reconstructing these roadways north of Midway Avenue (see *Figure 1-2: Plan Area*) is considered infeasible due to the underlying geotechnical conditions compounded by potential impact to the existing contributing historic buildings and the Historic District. Emergency access to these areas in a severe flooding event will be provided.

### 6.2.2 Phasing of Plan Area Grading

The mass grading operations will be phased as closely as possible to coincide with the phasing of the Project. Each phase of the mass grading operation will consider the following items:

- Earthwork balance
- Required timing of corrective geotechnical operations
- Required timing of abandoning of existing infrastructure and construction of new infrastructure that presents phasing considerations for the grading operation, such as maintaining access and utility service to surrounding existing buildings
- Hauling routes
- Surcharge of the stored material
- Clean Water Program Best Management Practices
- Noise and dust control

## 6.3 STORM DRAINAGE AND WATER QUALITY

### 6.3.1 Existing Conditions

The Navy installed a majority of the existing storm drainage system at Alameda Point about 60 years ago. Since former NAS Alameda's closure in 1997, the City of Alameda has been responsible for the maintenance of the existing storm drain system. The existing pipes range in size from 4" to 48" with varying degrees of deterioration. Alameda Point has a total of 33 existing storm drain outfalls to the surrounding waters, 20 of which are located along Plan Area's shorelines discharging to the Oakland Estuary, the Seaplane Lagoon and the San Francisco Bay. The existing flap gates on the outfalls are in various states of disrepair. Some outfalls have broken or missing flap gates and are therefore ineffective.



The existing storm drain system is mainly a gravity system. A pump station was more recently installed adjacent to Main Street near the Big Whites. The pump station was installed to reduce nuisance flooding on low areas of Main Street adjoining the Plan Area.

The Plan Area is nearly flat and mostly impervious. Flooding problems do exist in the Plan Area. As discussed in the Plan Area Grading section of this plan, above, high tide conditions inundate the low lying areas. Specifically, the areas directly adjacent to the Seaplane Lagoon and the areas surrounding the Main Gate flood in high tide conditions. The existing storm drain system does not provide any water quality treatment prior to discharging.

### 6.3.2 Proposed Facilities

The proposed stormwater management concept for Alameda Point is the construction of a new storm drainage system. The proposed system integrates new pipelines, structures and outfalls designed to meet City of Alameda Flood Control standards along with water quality features designed to provide stormwater treatment consistent with the Alameda Countywide Clean Water Program.

#### 6.3.2.1 Flood Control System

A new storm drain system is proposed at Alameda Point. This system will replace the existing system of pipelines and outfalls. The design criteria for the proposed storm drainage system comply with the City of Alameda

Standard Subdivision and Design Criteria (April 1965) and Hydrology and Hydraulics Criteria Summary for Western Alameda County. The major components of the storm drain system for the Plan Area are depicted on *Figure 6-1: Proposed Storm Drainage System*.

The proposed system is designed to efficiently collect and convey stormwater flows to the nearest outfall. The majority of the proposed outfalls will utilize the same existing outfall locations, but in most cases will have a larger discharge pipe with a new flap gate. New outfalls have also been proposed where necessary for the stormwater volumes. The proposed outfall flow line depths are anticipated to range approximately 8-11 feet below the proposed finish ground. The proposed Project will reduce the amount of impervious surface based on existing conditions and thus reduce the historic flow into the San Francisco Bay and the Oakland Estuary. The goal of the Plan Area grading and storm drain design is to maintain finish ground elevations at a minimum while ensuring the Plan Area is above the Base Flood Elevation. The Plan Area is generally divided into four Drainage Management Areas (DMA) as briefly described below:

#### DMA 1 – Seaplane Lagoon Watershed

This DMA includes the areas that drain into the Seaplane Lagoon. Generally, this includes the development areas directly east and north of the Seaplane Lagoon and south of Midway Avenue. These areas will be collected and conveyed by a new system of gravity pipelines ranging in size from 12 to 72 inches in diameter, which will outlet to the Seaplane Lagoon.

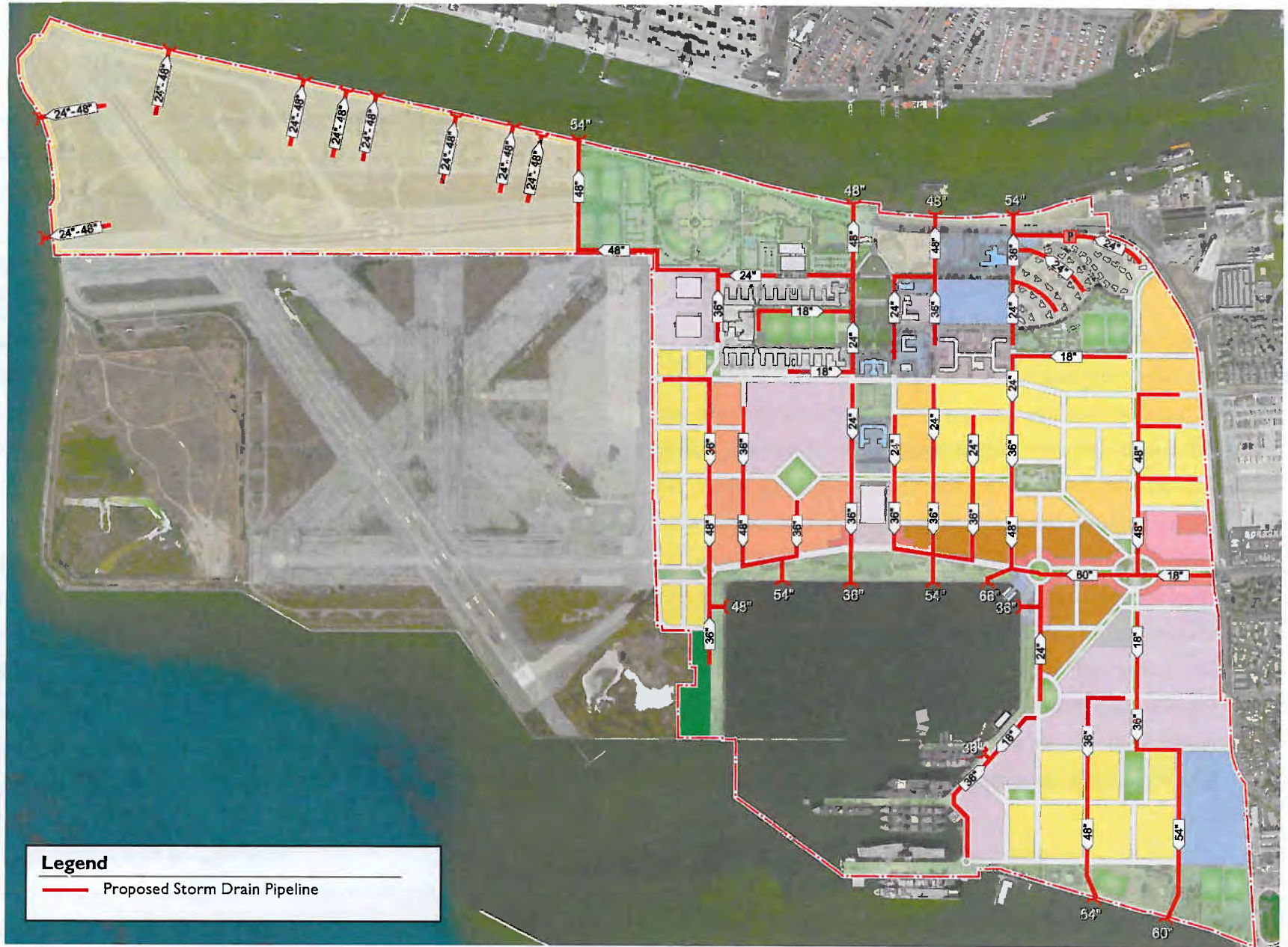


Figure 6-1: Storm Drainage System

#### DMA 2 – Oakland Inner Harbor Watershed

This DMA includes the AP-PMU District north of Midway Avenue which currently drains into the Oakland Inner Harbor. The existing storm drain system within this DMA is proposed to be replaced with a new system of pipelines ranging in size from 12 to 48 inches in diameter discharging to the Oakland Inner Harbor.

#### DMA 3 – Southeastern Watershed

This DMA includes development and open space areas in the southeast portion of the Project. These areas will be collected and conveyed by a new system of gravity pipelines ranging in size from 12 to 48 inches in diameter to the San Francisco Bay.

#### DMA 4 – Northwest Territories

This DMA includes development and open space areas in the Northwest Territories. Storm waters in these areas will be collected and conveyed by a new system of gravity pipelines ranging in size from 12 to 48 inches in diameter discharging into the Oakland Inner Harbor and San Francisco Bay.

#### 6.3.2.2 Water Quality

Stormwater run-off is a significant source of pollutants throughout the San Francisco Bay watershed. Alameda County has established the Alameda Countywide Clean Water Program (ACCWP) as required by Provision C.3 of the countywide municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit. The C.3 Stormwater Technical

Guidance handbook provides prescriptive requirements for incorporating post-construction stormwater control measures into new development and redevelopment projects. Similarly, as a result of the City of Alameda's maritime assets, the City places a high priority on water quality issues.

Alameda Point will implement a network of water quality Integrated Management Practices ("IMP's") including Plan Area design practices and post-construction water quality control measures. A range of practices and measures may be implemented to mitigate the potential post-construction impacts from the Project on the surrounding beneficial uses of the San Francisco Bay. These enhancements are intended to improve post-construction stormwater quality.

The design practices for reducing stormwater pollutants and increases in run-off include:

- Reduce the amount of existing impervious surfaces. The existing Plan Area is roughly 95% impervious surface. The proposed Project will reduce the amount of the impervious surface to approximately 70%. The Project includes approximately 145 acres of new parks and open space areas, in addition to landscape strips on the roadways and front and backyard landscaping;
- The compact urban design of the Project proposes to cluster the development in the areas surrounding the Seaplane Lagoon;
- Incorporating narrow streets, driveways and sidewalks consistent with this Specific Plan; and
- The development footprint and roadways will employ water quality IMP's to enhance stormwater runoff to the maximum extent practicable.

Development within the Plan Area will implement a variety of source



control and stormwater treatment measures to prevent pollutant discharge at the source. Such measures will meet or exceed the Alameda Countywide Clean Water Program standards. These facilities will be sized and designed to comply with the hydraulic design criteria presented in the municipal stormwater permit's Provision C.3d. Stormwater treatment measures may include, but are not limited to, the following, as defined by Provision C.3:

- Vegetated Swales
- Bio-Swales
- Media Filters
- Tree Well Filters
- Flow-through Planter Boxes
- Pervious Pavement
- Bio-Retention Areas

## 6.4 SANITARY SEWER

### 6.4.1 Existing Conditions

#### 6.4.1.1 Existing On-Site Sewer System

The Navy began the installation of the existing sanitary sewer facilities for Alameda Point approximately 60 years ago. Since the closure of the former NAS Alameda, the City has been responsible for maintaining the

existing sanitary sewer system to serve the existing uses. The existing on-site sewer facilities include pipelines, structures, pump and lift stations. The system still remains functional, but in many places there are service concerns, such as locations where the deteriorated condition of the sanitary sewer pipes allows flow from groundwater infiltration. Also, portions of the system have grease build-up. Sewers are located under buildings and outside of proposed rights-of-way. The majority of the existing system is not built to City standards.

#### 6.4.1.2 Existing Off-Site Sewer Facilities

EBMUD has constructed off-site infrastructure that conveys wastewater from Alameda Point to the EBMUD Wastewater Treatment Plant at the eastern landing of the Bay Bridge. See *Figure 6-2: Existing Off-Site Sanitary Sewer Systems*. The existing Pump Station 1 at the Main Gate of Alameda Point is the main discharge terminus of the on-site sanitary sewer system for the Plan Area. From Pump Station 1, a 20-inch force main conveys the wastewater to a series of 3 siphons that cross under the Oakland Estuary. These siphons then connect to a large trunk main that flows to the EBMUD Wastewater Treatment Plant. Based upon the EBMUD design reports, these off-site facilities have varying available existing capacities for Alameda Point as shown on *Table 6-1: Wastewater Facility Capacity*.

#### 6.4.1.3 Existing Wastewater Treatment

EBMUD is responsible for the wastewater treatment system for the City, including Alameda Point. The Plan Area is located within the EBMUD NAS

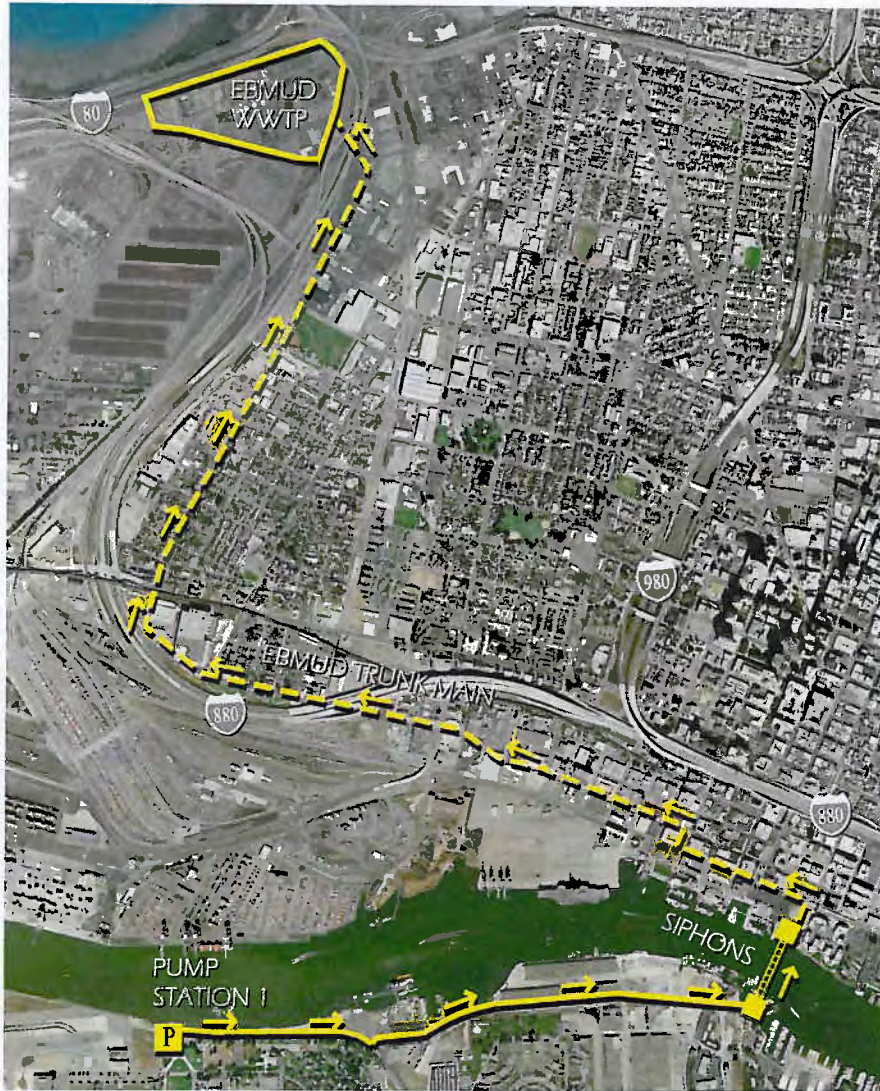


Figure 6-2: Existing Off-Site Sanitary Sewer Systems

TABLE 6-1 : WASTEWATER FACILITY CAPACITY, ALAMEDA POINT	
Off-Plan Area Wastewater Conveyance Facility	Available Capacity for Alameda Point
Pump Station 1 (at Main Gate)	7.5 MGD
20-inch Force Main	12.1 MGD
Oakland Estuary Crossing – 3rd Siphon	8.0 MGD

Alameda sub-basin. In March 2000, EBMUD, the City, and the Port of Oakland signed the Wastewater Interceptor Agreement. This agreement established a wastewater treatment allocation of 9.53 million gallons per day (MGD) to the NAS Alameda sub-basin. The allocation is sufficient to meet the flows generated by the Project proposed by this Specific Plan, as described below.

#### 6.4.2 Sewer Flow Generation

Using the City’s current calculation methodologies, the projected wastewater flows from the Plan Area at build out are shown in *Table 6-2: Projected Wastewater Flows*. Further reductions to both non-residential and residential uses will be pursued through the implementation of sustainable technologies and water conservation, as more particularly described in *Chapter 7: Development Standards*.



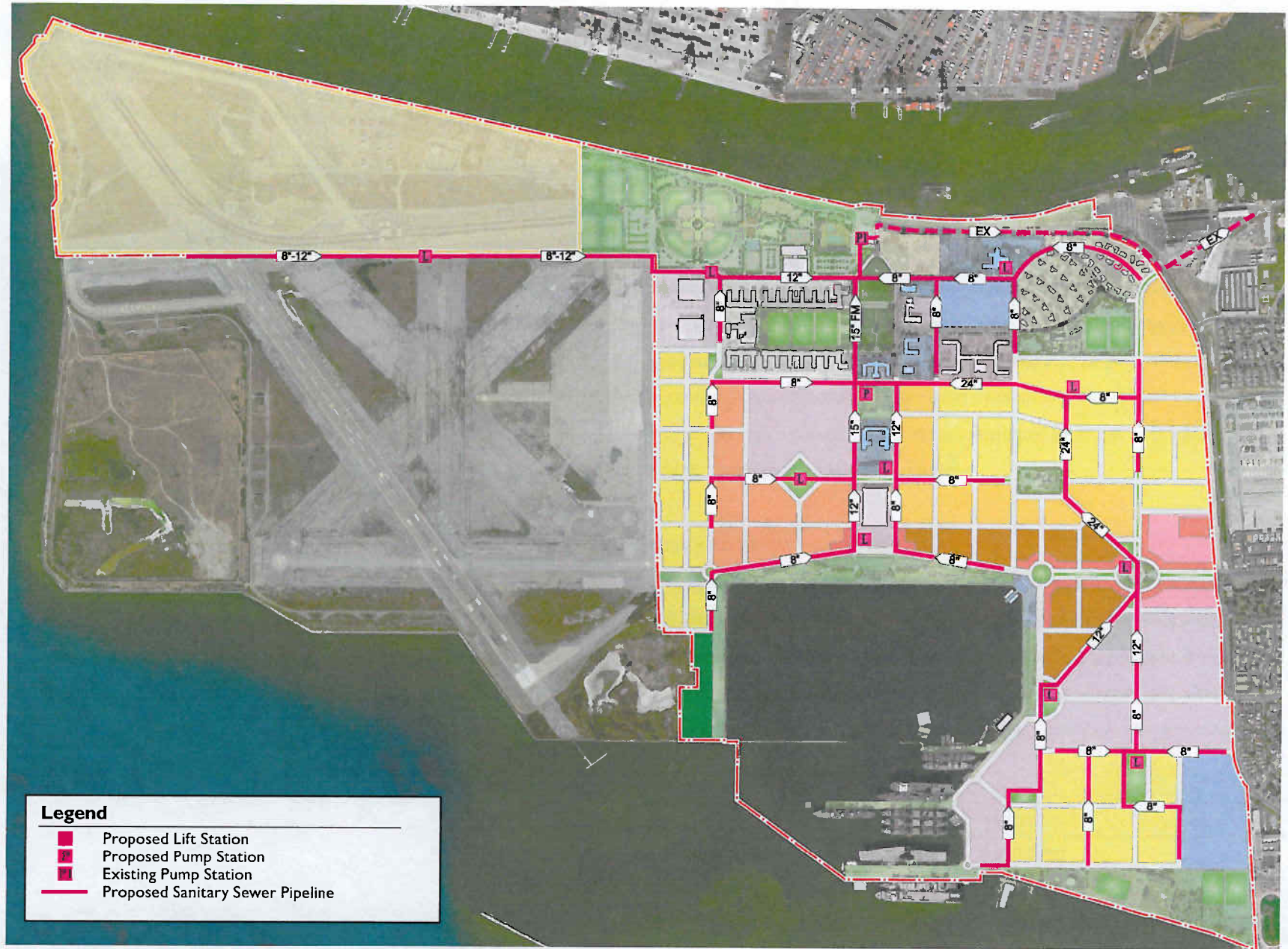


Figure 6-3: Sanitary Sewer System

Not to Scale



**TABLE 6-2 : PROJECTED WASTEWATER FLOWS, ALAMEDA POINT**

Land Use	Wastewater Flow
Residential	3.3 MGD
Non-Residential	3.0 MGD
Total	6.3 MGD

### 6.4.3 Proposed Facilities

#### 6.4.3.1 Proposed Plan Area Sewer System

This Plan proposes to replace the existing sanitary sewer facilities with new pipelines, pump and lift stations on a phased basis. The proposed sanitary sewer system will be a public system. The sewer mains will be located within the public right-of-way and range in size from 8 to 36 inches in diameter and will meet City minimum pipeline slope requirements. Aside from Pump Station 1, the existing pump stations and lift stations will not be incorporated into the proposed system. These stations do not fit into the current land plan and do not meet the required needs of capacity and sizing. New pump stations and lift stations are proposed in suitable locations. The proposed sanitary sewer system schematic is depicted on *Figure 6-3: Proposed Sanitary Sewer System*.

For the AP-PMU District, where the roadways are within areas of inundation, the proposed sanitary sewer system will be constructed to the extent feasible within the existing roadway and in a manner that reduces the potential for floodwaters to infiltrate into the manholes. This will

likely include water tight manhole covers to be installed in these areas. Additionally, Pump Station 1 will need to be retrofitted for flood proofing.

#### 6.4.3.2 Off-Site Sewer Facilities & Treatment

The Project will not require an upsizing of the existing Pump Station 1 to accommodate the Plan Area. Additionally, based on available capacities for the Plan Area indicated by EBMUD, all other off-site facilities and the wastewater treatment allocation have adequate capacities.

## 6.5 WATER SUPPLY AND DISTRIBUTION

### 6.5.1 Existing Conditions

EBMUD is responsible for operating and maintaining the existing potable water system at the Plan Area through an agreement with the City. EBMUD has supplied water service to the Plan Area since 1941. There were two distinct existing water systems at former NAS Alameda, a potable water system and a dedicated fire protection system. The dedicated fire protection system was designed to provide a very large fire flow in a very short time period. Two elevated storage tanks, used to supply the dedicated fire flow, have since been removed from the Plan Area. The Alameda Fire Department has determined that the existing potable water system provides adequate fire flows for the current uses at Alameda Point. Therefore, the dedicated fire protection system has already been placed out of service and will be completely abandoned as Alameda Point is

redeveloped.

Water is supplied to Alameda Point by EBMUD. Alameda Point historically received water from EBMUD via three existing metering stations located on Main Street. The City of Alameda has since installed meters to specific buildings. The existing potable water system still remains functional, however in some places there are service concerns. Also, existing water mains are located under buildings and outside of proposed right of ways. Most of the existing system is not built to City or EBMUD standards.

## 6.5.2 Supply and Demand

### 6.5.2.1 Potable Water

EBMUD will continue to serve the site in accordance with regulations governing municipal utility districts and EBMUD's regulations. The Plan Area does not constitute a new area to be served, but rather a change in use of an existing service. According to the NAS Alameda Community Base Reuse Plan, previous studies by the Navy indicate that the former NAS Alameda was consuming approximately 2.8 million gallons per day (MGD) as an average daily demand for potable water. The estimated water demand projection at buildout of the Project is approximately 2.3 MGD, less than the Navy's prior use within the Plan Area. This Plan proposes a range of sustainable strategies to achieve reductions in water consumption, from the use of recycled water for irrigation to the building methods described in *Chapter 7: Development Standards*. The water

demand for the Project proposed by this Specific Plan will be calculated by EBMUD, taking into consideration sustainable strategies to reduce water consumption. See *Chapter 7: Development Standards* for a discussion of water conservation strategies.

### 6.5.2.2 Recycled Water

Currently, there is not a source of recycled water near Alameda Point. EBMUD is planning and implementing the East Bayshore Recycled Water Project. This multi-phased project is planned to supply an annual average of 2.5 MGD of recycled water from EBMUD's waste water recycling plant to portions of Alameda. Construction of such facilities is planned within the next 5 to 10 years. Therefore, the recycled water may not be immediately available for the initial phases of the Specific Plan but will be available for distribution prior to the Plan Area's build-out.

## 6.5.3 Proposed Facilities

### 6.5.3.1 Potable Water System

A new system of pipelines and appurtenances is proposed at Alameda Point. Distribution pipelines will connect to and extend from the existing water facilities at Main Street. The proposed distribution pipelines will be constructed within the proposed right of ways and will range in size from 8 to 16 inches. To protect the historic resources in the AP-PMU district, the proposed facilities shall be located in the existing roadway areas to the extent feasible. Final design and sizing of the proposed system will be implemented with EBMUD. The proposed potable water system schematic

is depicted on *Figure 6-4: Proposed Potable Water System*.

#### **6.5.3.2 Recycled Water System**

All Alameda Point recycled water facilities (pipeline and related appurtenances) shall be installed within the newly constructed roadways. The recycled water system schematic is depicted on Figure 6-5: Proposed Recycled Water System. To protect the historic resources in the AP-PMU district, the facilities shall be located in the existing roadways to the extent feasible.

## **6.6 ENERGY**

### **6.6.1 Existing Conditions**

Alameda Municipal Power and Pacific Gas & Electric (PG&E) are currently responsible for the existing electrical and gas systems, respectively, serving the existing uses. Electricity and gas are currently provided by facilities located adjacent to Main Street and Atlantic Avenue. There is a large existing overhead electric transmission line on the east side of Main Street. This pole line connects to the existing sub-station at the Alameda Point East Gate. The electrical and gas distribution facilities within Alameda Point do not meet current standards or codes. The telephone and communication systems do not meet current standards or codes and are located outside the proposed rights-of-way.

### **6.6.2 Proposed Facilities**

The conceptual electrical, gas, telephone and communication designs for Alameda Point incorporate entirely new underground systems within the Plan Area. An entirely new electrical system will connect to the existing sub-station, which is proposed to remain at the East Gate of former NAS Alameda. All of the proposed facilities will be constructed underground within proposed rights-of-way in a common trench. Additionally, there will likely be redundant communication facilities installed due to multiple potential service providers. To protect the historic resources in the AP-PMU district, the proposed facilities shall be located in the existing roadway areas to the extent feasible.



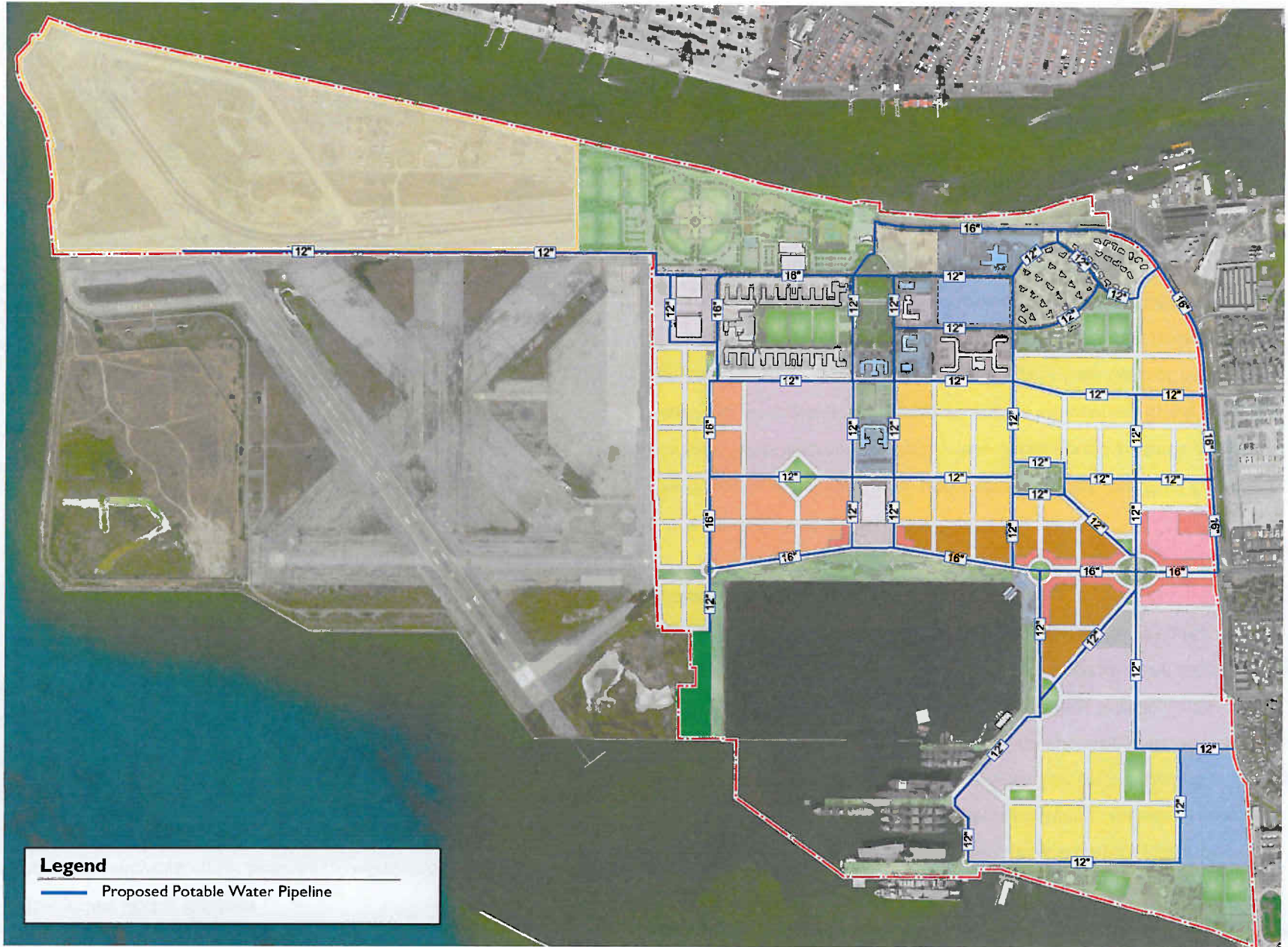


Figure 6-4: Potable Water System

Not to Scale  
North



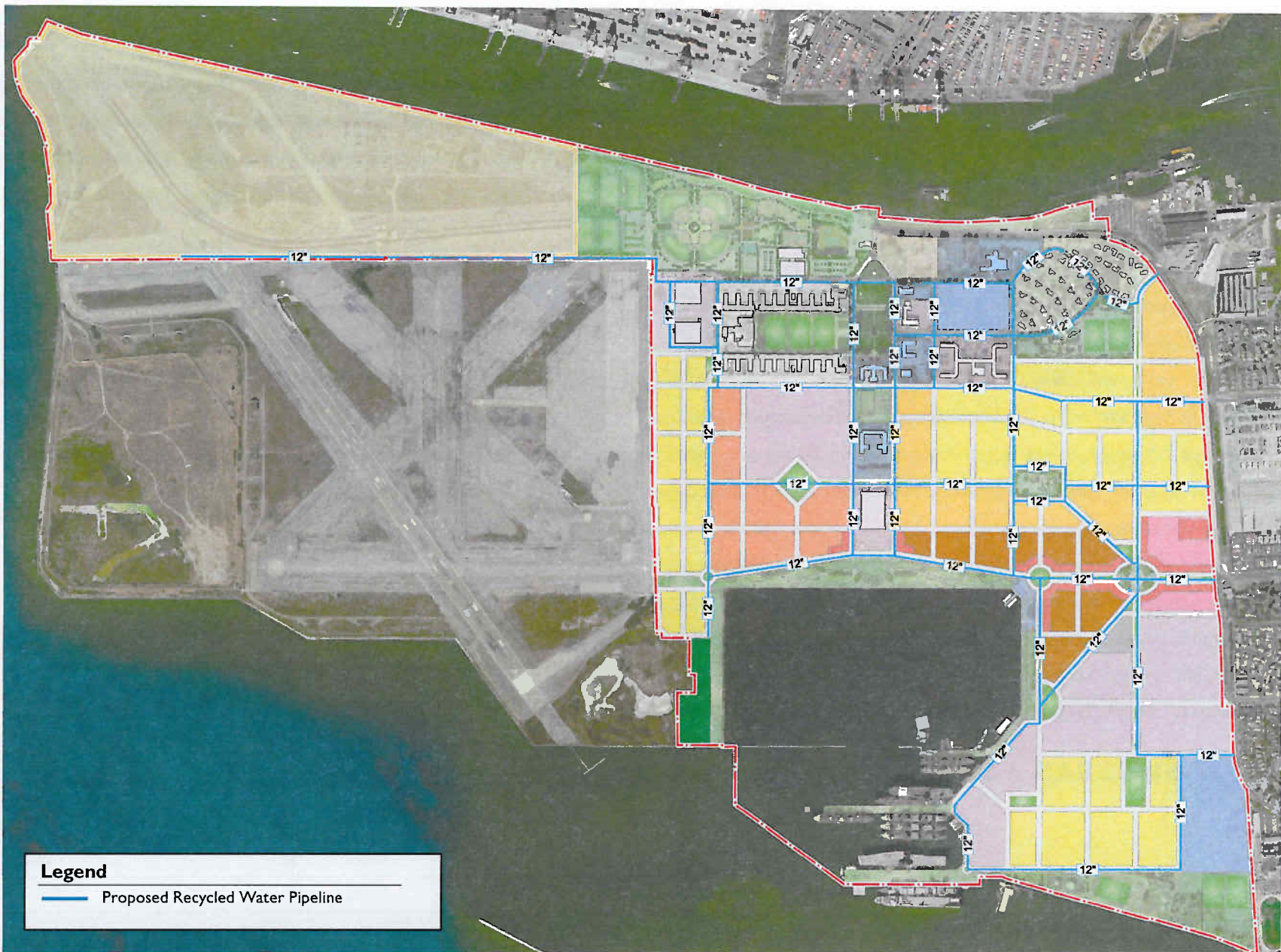


Figure 6-5: Recycled Water System

Not to Scale  
North

**TABLE 6-3 : SOLID WASTE PROJECTIONS, ALAMEDA POINT**

Residential	
Diverted	4,970
Landfill	2,919
Total	7,889 Tons Per Year
Commercial	
Diverted	38,213
Landfill	22,443
Total	60,656 Tons Per Year
<b>OVERALL TOTAL</b>	<b>68,545 Tons Per Year</b>

## 6.7 SOLID WASTE DISPOSAL

Non-recyclable, non-hazardous waste is primarily collected and taken from the City to the Davis Street transfer station, before it is disposed at the Altamont Landfill. Disposal of solid waste and recycled materials generated by Alameda Point is currently provided through a franchise agreement. It is the intent of the City to continue agreements of that type in the future for solid waste disposal and recycling services at Alameda Point.

The solid waste generation calculations include two components, construction and demolition waste and municipal solid waste generated by residences and businesses. The waste generation calculations in *Table 6-3* are based upon factors provided by the California Integrated Waste Management Board and the federal Environmental Protection Agency.

Each household is assumed to have 2.35 persons and commercial waste is calculated on a square footage basis. It is a goal of the Project to comply with Measure D, as described in *Chapter 7: Development Standards*.

## 6.8 PHASING OF UTILITY SYSTEMS

The capacities of all proposed utility systems, including storm drainage, sanitary sewer, potable water, recycled water and dry utility systems will be designed for the entire Plan Area. These systems will be built in phases, but a design capacity that accommodates the ultimate residential and non-residential build out will be maintained. The construction of the new system will be phased in a manner that closely coincides with the phasing of the development. Due to the phased nature of the Project, existing usages will be kept in service during construction of the new infrastructure systems. Temporary connections of the existing system to the proposed system will be required as the construction of the entire Project is built out. The utility and infrastructure requirement for the Northwest Territories will be further developed once the particular land uses for that area are confirmed.



# 7

## DEVELOPMENT STANDARDS

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	BUILDING HEIGHTS	7.3
	DEVELOPMENT STANDARDS	7.4
	PARKING STANDARDS	7.5
	ENVIRONMENTAL SUSTAINABILITY BUILDING STRATEGIES	7.6

## 7.1 INTENT

The urban design vision for Alameda Point is a vibrant, transit-oriented, environmentally sustainable community that embraces the San Francisco Bay and the history of the former NAS Alameda. This is achieved in part with standards for building design along streets and adjacent to parks or open spaces. The development standards articulated in this chapter control the primary influences over the character of that public realm. They will result in safe, comfortable and pleasing residential streets with a strong pedestrian orientation by placing the living areas on the street frontage. With commercial and mixed-use structures, the goal is to line sidewalks, plazas and public spaces with lively uses that activate the public domain.

This chapter, read together with the other provisions of this Specific Plan, provides the controlling standards for the site planning and scale of residential and non-residential buildings in the Plan Area. The definitions and standards in this chapter supersede the development standards in the Alameda Municipal Code for the Plan Area. These standards will be complemented by the Alameda Point Pattern Book (defined in *Chapter 9*, below) providing guidelines for at least architectural features, landscaping palettes, lighting features, rooftop appurtenances, public art, signage styles and sustainability measures that supplement the regulations provided herein and by the Historic Resources Design Guidelines (described in *Section 9.6*) which provide guidelines for alteration, demolition and new construction of historic resources. The Alameda Point Pattern Book and the Historic Resources Design Guidelines are further described in *Chapter 9: Plan Review*.

For development standards not addressed in this Specific Plan or design guidelines not addressed in the Pattern Book or the Historic Resources Design Guidelines, the standards found in the Alameda Municipal Code shall prevail. Where there is a conflict among this Specific Plan, the Pattern Book, the Historic Resources Design Guidelines and the Alameda Municipal Code, the text of this Specific Plan shall prevail.

A mixture of uses and building types may occur in each land use area, as indicated in *Chapter 3: Land Use*. While this chapter illustrates residential uses on a block-by-block basis, there is no requirement that a block must be occupied solely by one type of use or one type of housing product. Other residential prototypes that can be designed consistent with these standards are allowed. Commercial and business park building types are shown on lots that may or may not occupy an entire block. This chapter does not address civic uses because they have unique programmatic needs and the potential for unique site planning and architectural statements, *Section 7.2* establishes maximum Plan Area height limits and *Section 7.3* defines the standards for this Project. *Section 7.4* contains the standards, as summarized in *Table 7-1: Development Standards*. With the standards are drawings that illustrate what is intended. *Section 7.5* contains the Project's parking standards, summarized in *Table 7-3: Parking Standards*. *Section 7.6* addresses environmental sustainability strategies.

## 7.2 BUILDING HEIGHTS

The maximum height allowed in the Plan Area is 65 feet, with the following exceptions: (i) the western-most property in the Plan Area zoned AP-RM has a maximum height of 40 feet, (ii) rooftop architectural and iconic features, such as clock towers, may exceed the prevailing height limit.

## 7.3 BUILDING TYPE GLOSSARY

The site specific development standards for the types of buildings expected in the Plan Area are defined below and described in *Table 7-1: Development Standards*. They differ somewhat from existing City building standards in order to achieve more livable streets and an active public domain.

**Building Stories** – Limits the number of stories for particular building types. This allows height variation based on differing floor to floor dimensions, even among buildings of the same building type. Plan Area maximum building heights are identified in *Section 7.2*.

**Maximum Floor Area Ratio (FAR)** – Limits the amount of buildable floor area as a ratio to its given parcel. “Buildable floor area” means net building floor area (i.e., excluding parking, mechanical, HVAC and natural ventilation areas, balconies/decks, elevator shafts, and storage.)

**Density** – Measures the number of dwelling units per net acre. Rights-of-way, parks and public open spaces are excluded from the calculation, while semi-private spaces such as courtyards, access easements, alleyways, and paseos are included.

**Minimum Lot Area** – Limits the minimum size of a lot. Lot area is the total

extent of surface, measured in a horizontal plane, within the lot lines.

**Parking** – Sets parking locational requirements and provides guidelines for the access of parking areas.

**Frontage** – Provides guidelines for the configuration of the front façade of a structure along, at minimum, the first two floors, including the ground floor.

**Front Setback** – Establishes a line, parallel with and measured from the front property line, defining the limits of a parcel in which no building, accessory building, or structure may be located above the ground, except porches and stoops. It also sets a limit upon the maximum distance from the front property line allowed for certain building types.

**Rear Setback** – Establishes a line, parallel with and measured from the back property line, defining the limits of a parcel in which no building, accessory building, or structure may be located above the ground.

**Entry** – Provides guidelines for the creation of an external designated covered space that leads to the entrance of a residence such as a porch or a stoop.



## 7.4 DEVELOPMENT STANDARDS

### 7.4.1 Standards for New Construction

*Table 7-1* provides the development standards for new construction in the Plan Area. *Table 7-2* shows the allowable building types by land use zone. The intent is that each zone would have a range of building types built in it to provide architectural diversity and varying housing opportunities. Additional residential prototypes are allowed and may be incorporated into any zone that allows matching building standards of *Table 7-1*.

### 7.4.2 Standards for Historic Resources Buildings and Structures

Often historic structures are abandoned or demolished because it is too difficult or costly to meet current zoning, building code or other development standards. Typical zoning and development standards are intended primarily for new construction, have few exceptions and/or little flexibility and act as a disincentive for reuse of historic resources. In addition, there are unique construction problems inherent to alteration and reuse of historic buildings that are not addressed by typically applicable uniform building codes. The State Historic Building Code, which aims to provide for cost-effective preservation while still preserving building safety, should be applied to Alteration of historic resources consistent with *Section 9.6*. Any New Construction (as defined in *Section 9.6*) that is part of the reuse design must meet City building code standards.

In order to incentivize reuse of historic resources within the Plan Area, this section provides more flexible site development standards for reuse of historic resources within the Historic District if:

1. Any historic building or structure in the Historic District would no longer be allowed under current codes with its present use or configuration, including lot area, dimensional requirements or parking requirements and the building or structure could not easily be retrofitted to comply with the existing standards by type of use without variances, vacating right-of-way, purchasing adjacent property, or removing portions of the existing building; or
2. The original use of the building no longer functions in the current environment or would create negative secondary impacts to the surrounding uses if utilized for its original use.

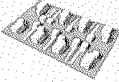
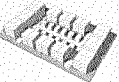
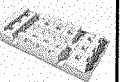
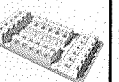
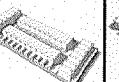

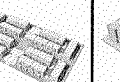
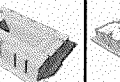
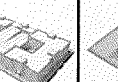
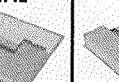
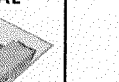
In such instances, lot size, building height and bulk and setbacks requirements shall be waived upon a showing by the applicant that the waiver is necessary to enable economic reuse of the building. In addition, the provisions of *Section 3.4* regarding use shall apply. Additional incentives for historic reuse are described in *Section 9.6.3* of this Specific Plan.

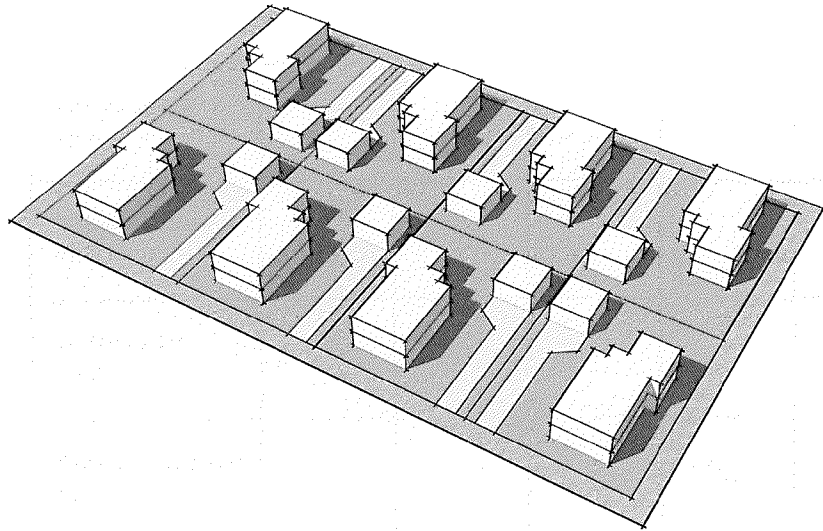
All other regulations of the underlying district shall continue to be in full force and effect, except where these provisions supersede or provide an alternative to such regulation. In addition, the provisions of the Historic Resources Design Guidelines shall apply to Alteration of historic resources, as further set forth in *Section 9.6* of this Specific Plan.

TABLE 7-1 : DEVELOPMENT STANDARDS, ALAMEDA POINT

	SINGLE FAMILY DETACHED	DUPLEX	LARGE TOWNHOUSE	SMALL TOWNHOUSE	LIVE WORK	TUCK UNDER	MULTI-FAMILY FLATS	MULTI-FAMILY	EMBEDDED GARAGE	LOW DENSITY COMMERCIAL	HIGH DENSITY COMMERCIAL
HEIGHT	2 story	3 story	3 story	3 story	3 story	3 story	3 story	5 story	5 story	3 story	4 story
FAR	0.75	1.00	1.20	1.00	1.20	1.50	1.50	2.00	2.70	1.50	1.50
NET DENSITY	10 du/acre	20 du/acre	17 du/acre	25 du/acre	25 du/acre	30 du/acre	40 du/acre	50 du/acre	70 du/acre		
MINIMUM LOT AREA	3,000 ft <sup>2</sup>	4,000 ft <sup>2</sup> (2 units)	1,400 ft <sup>2</sup>	1,000 ft <sup>2</sup>	1,000 ft <sup>2</sup>	4,200 ft <sup>2</sup> (6 units)	1,650 ft <sup>2</sup> (3 units)	varies	varies		
PARKING	Alley-loaded or side drive garage	Alley-loaded or carport	Alley-access garage	Alley-access garage	Alley-access garage	Alley-access garage	Alley-access garage	Surface, below grade and above grade structure screened from street	Surface, below grade and above grade structure screened from street	Surface, below grade and above grade structure screened from street	Surface, below grade and above grade structure screened from street
FRONTAGE	Minimum 50% of primary facade within 5' of minimum front setback	Minimum 50% of primary facade within 5' of minimum front setback	Minimum 80% of primary facade within 5' of minimum front setback	Minimum 80% of primary facade within 5' of minimum front setback	Minimum 80% of primary facade within 3' of minimum front setback	Minimum 70% of primary facade within 5' of minimum front setback	Minimum 80% of primary facade within 5' of minimum front setback	Minimum 80% of primary facade within 3' of minimum front setback	Minimum 80% of primary facade within 4' of minimum front setback		
FRONT SETBACK	10' minimum	10' minimum	6' minimum	6' minimum	none (at property line)	6' minimum	6' minimum	4' minimum	4' minimum	5' minimum	0' maximum
REAR SETBACK	15' minimum	4' minimum	4' minimum	4' minimum	4' minimum	4' minimum	4' minimum	n/a	n/a	n/a	n/a
ENTRY	Minimum 36 ft <sup>2</sup> covered entry or minimum 70 ft <sup>2</sup> front porch	Minimum 36 ft <sup>2</sup> covered entry or minimum 70 ft <sup>2</sup> front porch	Minimum 36 ft <sup>2</sup> covered entry or minimum 70 ft <sup>2</sup> front porch	Minimum 36 ft <sup>2</sup> covered entry or minimum 70 ft <sup>2</sup> front porch	Minimum 36 ft <sup>2</sup> covered entry or minimum 70 ft <sup>2</sup> front porch	Minimum 50 ft <sup>2</sup> single covered entry per 6-unit module	Minimum 36 ft <sup>2</sup> covered entry or minimum 70 ft <sup>2</sup> front porch	Minimum 36 ft <sup>2</sup> individual entry for ground floor units, lobby required for upper floor units, corner preferred	Minimum 36 ft <sup>2</sup> individual entry for ground floor units, lobby required for upper floor units, corner preferred	Corner lobby preferred	Corner lobby preferred

TABLE 7-2 : ALLOWABLE BUILDING TYPES, ALAMEDA POINT

	SINGLE FAMILY DETACHED 	DUPLEX 	LARGE TOWN-HOUSE 	SMALL TOWN-HOUSE 	LIVE WORK 	TUCK UNDER 	MULTI-FAMILY FLATS 	MULTI-FAMILY 	EMBEDDED GARAGE 	LOW DENSITY COMMERCIAL 	HIGH DENSITY COMMERCIAL 
AP-PMU PRESERVATION MIXED USE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
AP-MU MIXED USE					✓	✓	✓	✓	✓		
AP-RM RESIDENTIAL MEDIUM	✓	✓	✓	✓	✓		✓				
AP-RMH RESIDENTIAL MEDIUM HIGH	✓	✓	✓	✓	✓	✓	✓				
AP-RH RESIDENTIAL HIGH				✓	✓	✓	✓	✓			
AP-C COMMERCIAL											✓
AP-BP BUSINESS PARK										✓	✓
AP-PT PUBLIC TRUST										✓	✓



**SINGLE-FAMILY DETACHED**

<i>HEIGHT</i>	2 story
<i>FAR</i>	0.75
<i>NET DENSITY</i>	10 du/acre
<i>MINIMUM LOT AREA</i>	3,000 sqft
<i>PARKING</i>	Alley-loaded or side drive garage
<i>FRONTAGE</i>	Minimum 50% of primary facade within 5' of minimum front setback
<i>FRONT SETBACK</i>	10' minimum
<i>REAR SETBACK</i>	15' minimum
<i>ENTRY</i>	Minimum 36 sqft covered entry or minimum; 70 sqft front porch

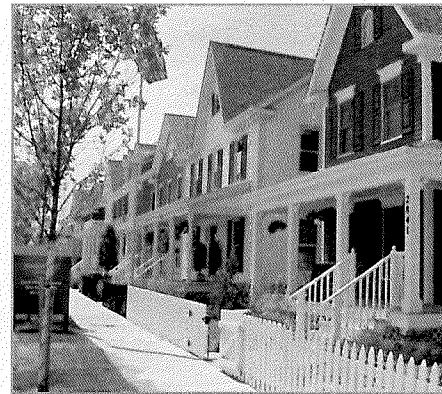
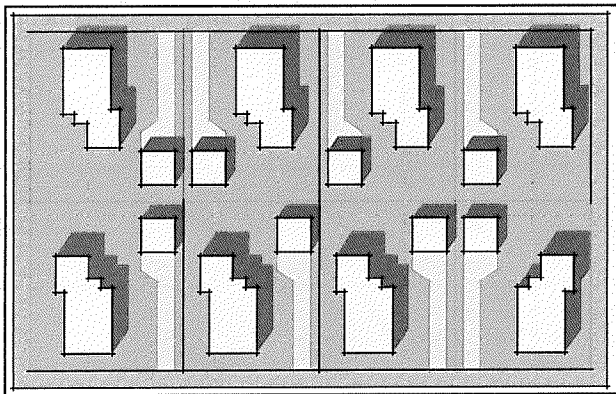
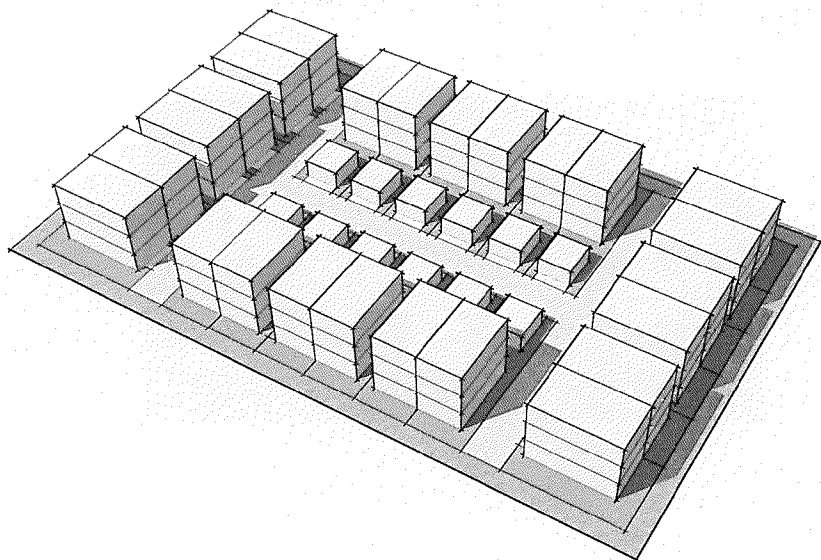


Figure 7-1: Typical Single-Family Detached Block shown in Birdseye View, Plan View, and Built Examples  
ILLUSTRATIVE ONLY



**DUPLEX**

<i>HEIGHT</i>	3 story
<i>FAR</i>	1.00
<i>NET DENSITY</i>	20 du/acre
<i>MINIMUM LOT AREA</i>	4,000 sqft for 2 units
<i>PARKING</i>	Alley-loaded garage or carport
<i>FRONTAGE</i>	Minimum 50% of primary facade within 5' of minimum front setback
<i>FRONT SETBACK</i>	10' minimum
<i>REAR SETBACK</i>	4' minimum
<i>ENTRY</i>	Minimum 36 sqft covered entry or minimum; 70 sqft front porch

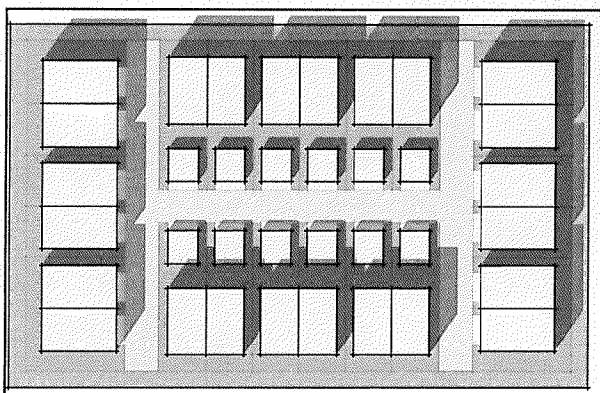
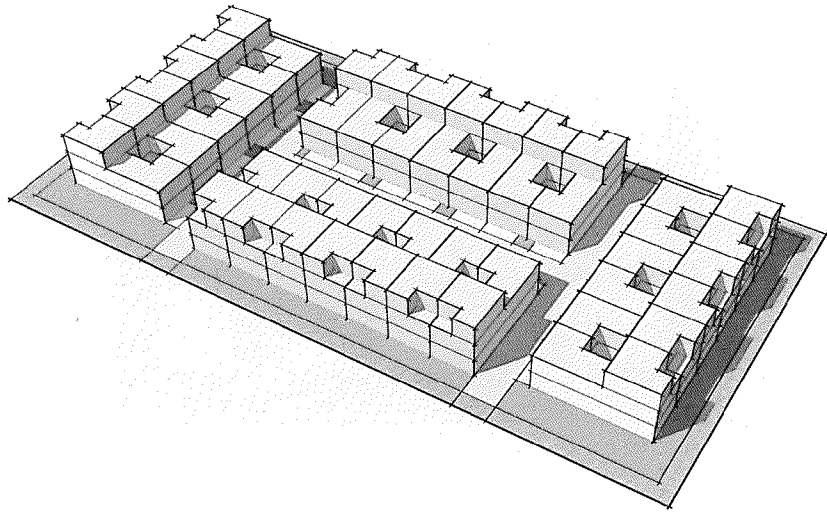


Figure 7-2: Typical Duplex Block shown in Birdseye View, Plan View, and Built Examples  
 ILLUSTRATIVE ONLY





**LARGE TOWNHOUSE**

<i>HEIGHT</i>	3 story
<i>FAR</i>	1.20
<i>NET DENSITY</i>	17 du/acre
<i>MINIMUM LOT AREA</i>	1,400 sqft
<i>PARKING</i>	Alley-access garage
<i>FRONTAGE</i>	Minimum 80% of primary facade within 5' of minimum front setback
<i>FRONT SETBACK</i>	6' minimum
<i>REAR SETBACK</i>	4' minimum
<i>ENTRY</i>	Minimum 36 sqft covered entry or minimum; 70 sqft front porch

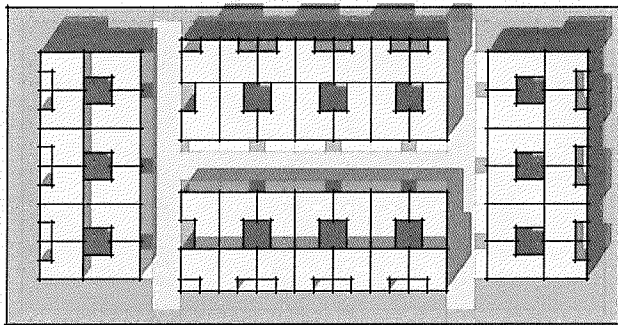
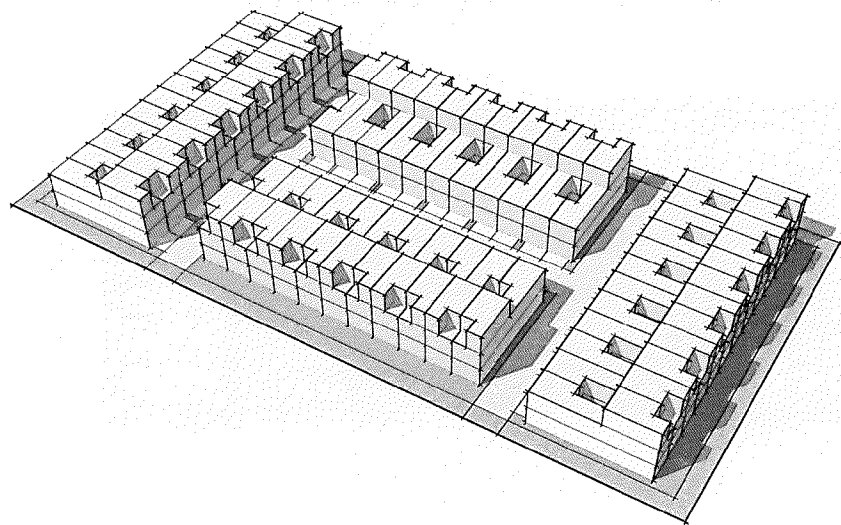


Figure 7-3: Typical Large Townhouse Block shown in Birdseye View, Plan View, and Built Examples  
ILLUSTRATIVE ONLY



**SMALL TOWNHOUSE**

<i>HEIGHT</i>	3 story
<i>FAR</i>	1.00
<i>NET DENSITY</i>	25 du/acre
<i>MINIMUM LOT AREA</i>	1,000 sqft
<i>PARKING</i>	Alley-access garage
<i>FRONTAGE</i>	Minimum 80% of primary facade within 5' of minimum front setback
<i>FRONT SETBACK</i>	6' minimum
<i>REAR SETBACK</i>	4' minimum
<i>ENTRY</i>	Minimum 36 sqft covered entry or minimum; 70 sqft front porch

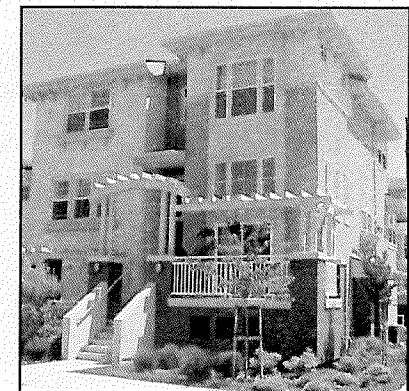
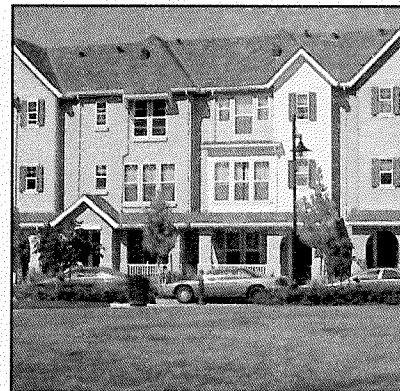
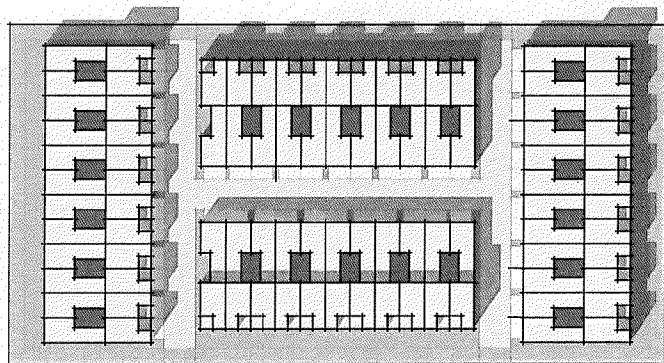
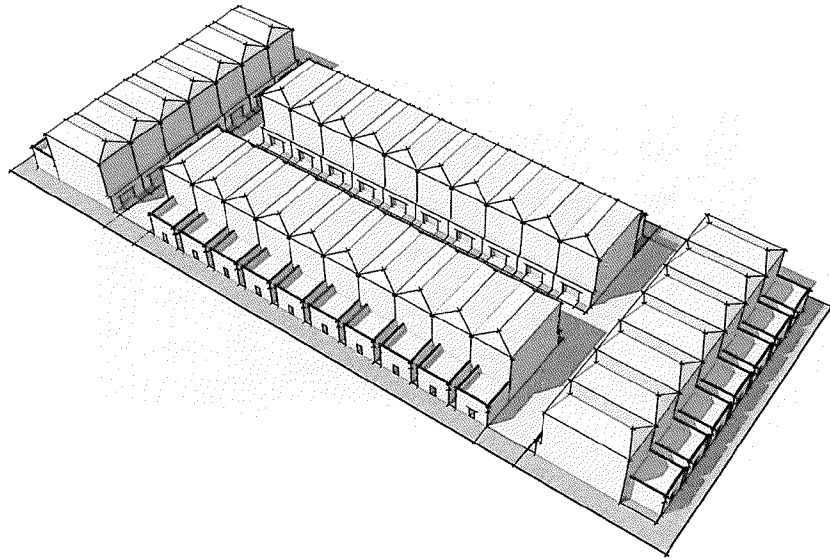


Figure 7-4: Typical Small Townhouse Block shown in Birdseye View, Plan View, and Built Examples  
ILLUSTRATIVE ONLY



**LIVE WORK**

<i>HEIGHT</i>	3 story
<i>FAR</i>	1.20
<i>NET DENSITY</i>	25 du/acre
<i>MINIMUM LOT AREA</i>	1000 sqft
<i>PARKING</i>	Alley-access garage
<i>FRONTAGE</i>	Minimum 80% of primary facade within 3' of minimum front setback
<i>FRONT SETBACK</i>	none (at property line)
<i>REAR SETBACK</i>	4' minimum
<i>ENTRY</i>	Minimum 36 sqft covered entry or minimum; 70 sqft front porch

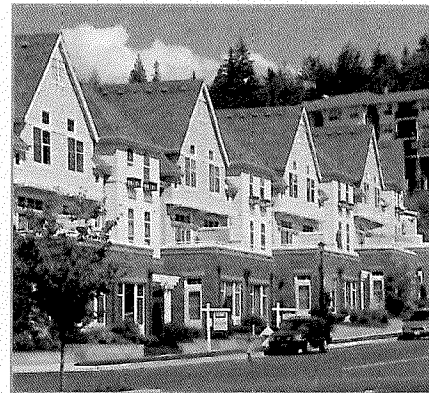
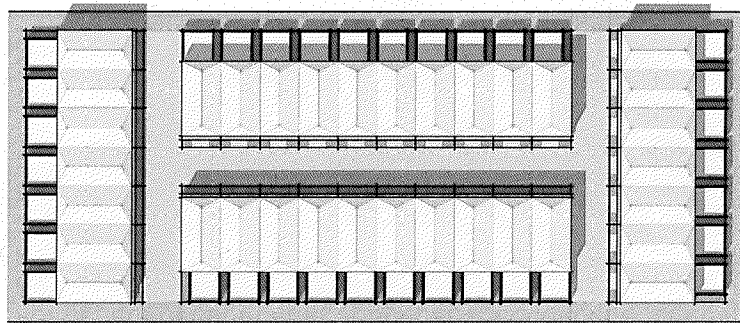
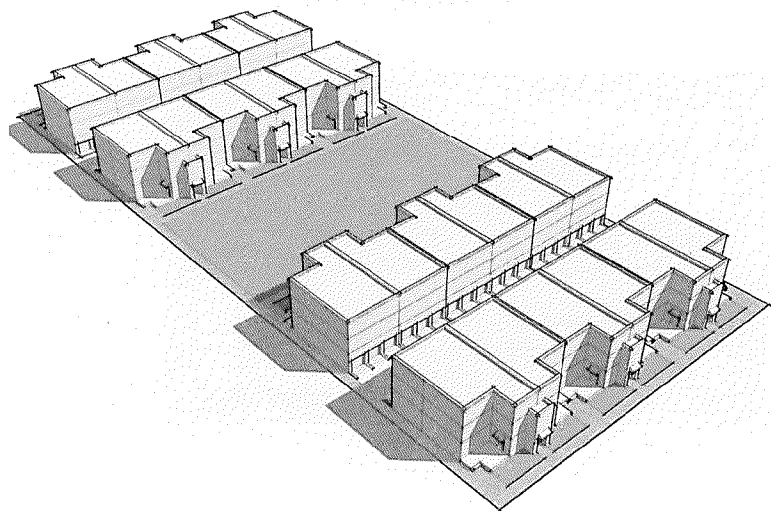


Figure 7-5: Typical Live Work Block shown in Birdseye View, Plan View, and Built Examples  
ILLUSTRATIVE ONLY



**TUCK UNDER**

<i>HEIGHT</i>	3 story
<i>FAR</i>	1.50
<i>NET DENSITY</i>	30 du/acre
<i>MINIMUM LOT AREA</i>	4,200 sqft for 6 units
<i>PARKING</i>	Alley-access garage
<i>FRONTAGE</i>	Minimum 70% of primary facade within 5' of minimum front setback
<i>FRONT SETBACK</i>	6' minimum
<i>REAR SETBACK</i>	4' minimum
<i>ENTRY</i>	Minimum 50 sqft single covered entry per 6-unit module

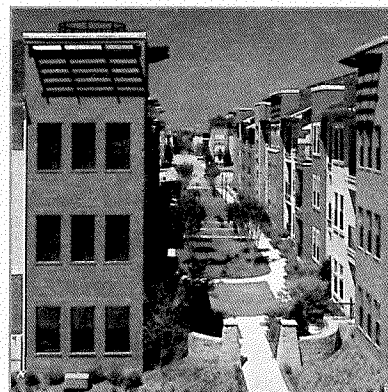
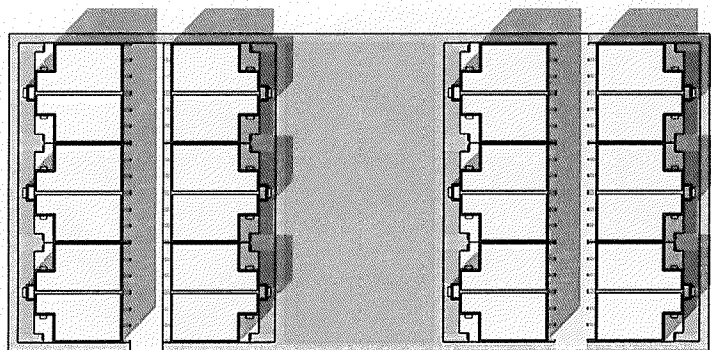
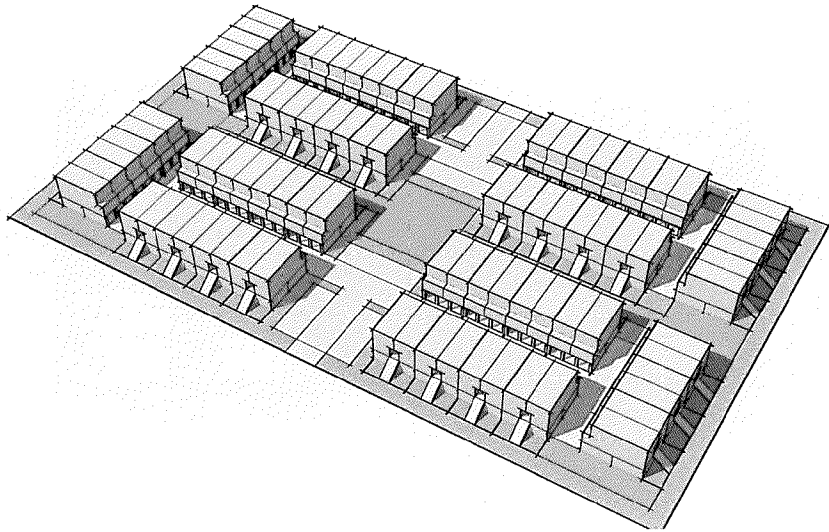


Figure 7-6: Typical Tuck Under Block shown in Birdseye View, Plan View, and Built Examples  
ILLUSTRATIVE ONLY



**MULTI-FAMILY FLATS**

<i>HEIGHT</i>	3 story
<i>FAR</i>	1.50
<i>NET DENSITY</i>	40 du/acre
<i>MINIMUM LOT AREA</i>	1,650 sqft for 3 units
<i>PARKING</i>	Alley-access garage
<i>MINIMUM FRONTAGE</i>	Minimum 80% of primary facade within 5' of minimum front setback
<i>FRONT SETBACK</i>	6' minimum
<i>REAR SETBACK</i>	4' minimum
<i>ENTRY</i>	Minimum 36 sqft covered entry or minimum; 70 sqft front porch

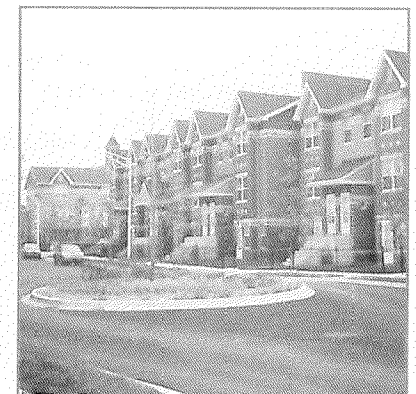
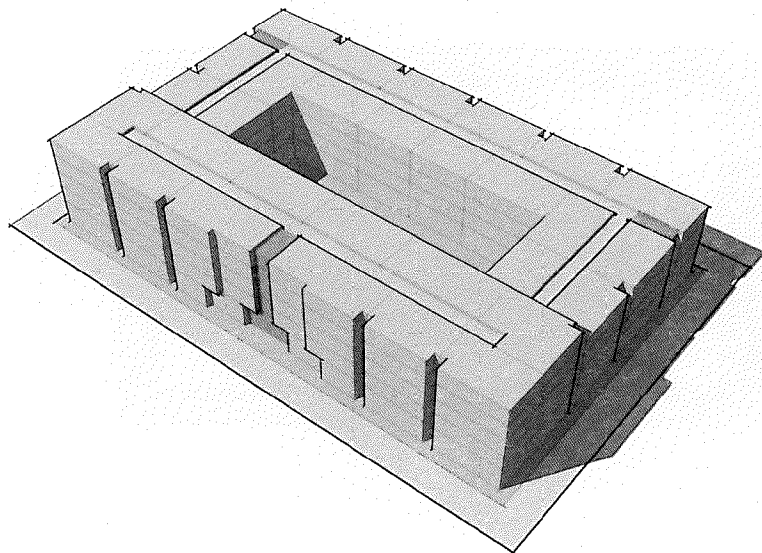


Figure 7-7: Typical Multi-Family Flats Block shown in Birdseye View, Plan View, and Built Examples  
ILLUSTRATIVE ONLY





**MULTI-FAMILY**

<i>HEIGHT</i>	5 story
<i>FAR</i>	2.00
<i>NET DENSITY</i>	50 du/acre
<i>MINIMUM LOT AREA</i>	Varies
<i>PARKING</i>	Alley-access or underground garage
<i>FRONTAGE</i>	Minimum 80% of primary facade within 3' of minimum front setback
<i>FRONT SETBACK</i>	4' minimum
<i>REAR SETBACK</i>	n/a
<i>ENTRY</i>	Minimum 36 sqft individual entry for ground floor units, lobby required for upper floor units, corner preferred

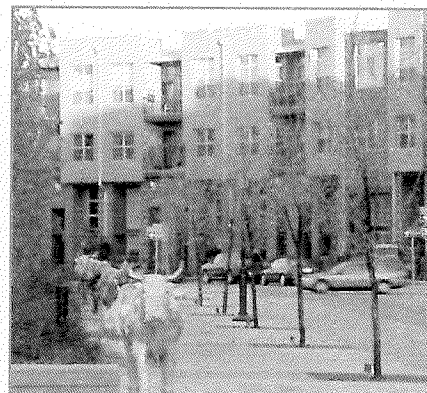
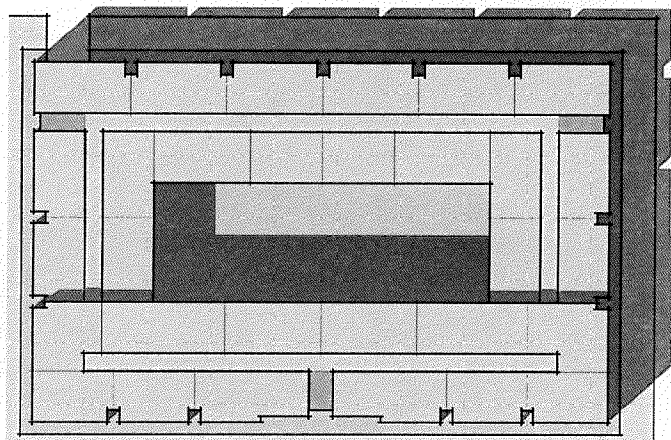
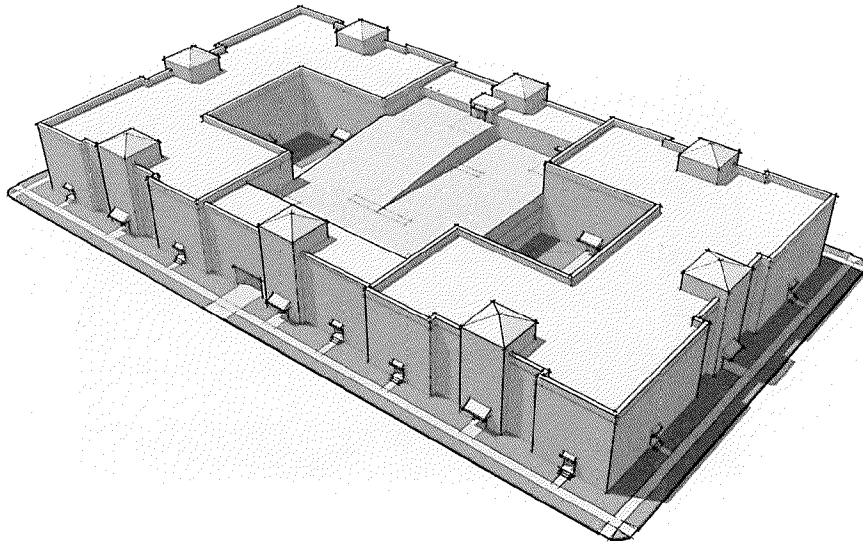


Figure 7-8: Typical Multi-Family Block shown in Birdseye View, Plan View, and Built Examples  
 ILLUSTRATIVE ONLY



**EMBEDDED GARAGE**

<i>HEIGHT</i>	5 story
<i>FAR</i>	2.70
<i>NET DENSITY</i>	70 du/acre
<i>MINIMUM LOT AREA</i>	Varies
<i>PARKING</i>	Above grade parking structure fully screened from street
<i>FRONTAGE</i>	Minimum 80% of primary facade within 4' of minimum front setback
<i>FRONT SETBACK</i>	4' minimum
<i>REAR SETBACK</i>	n/a
<i>ENTRY</i>	Minimum 36 sqft individual entry for ground floor units, lobby required for upper floor units, corner preferred

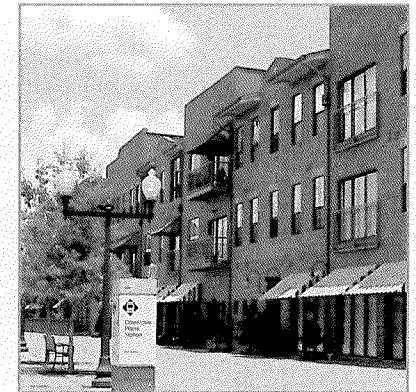
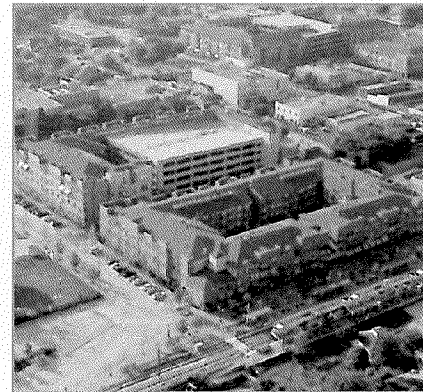
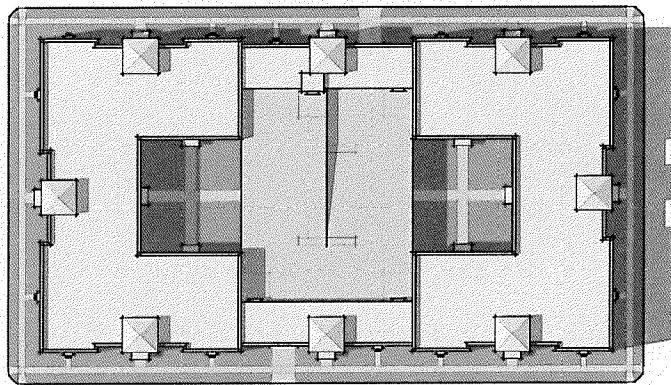
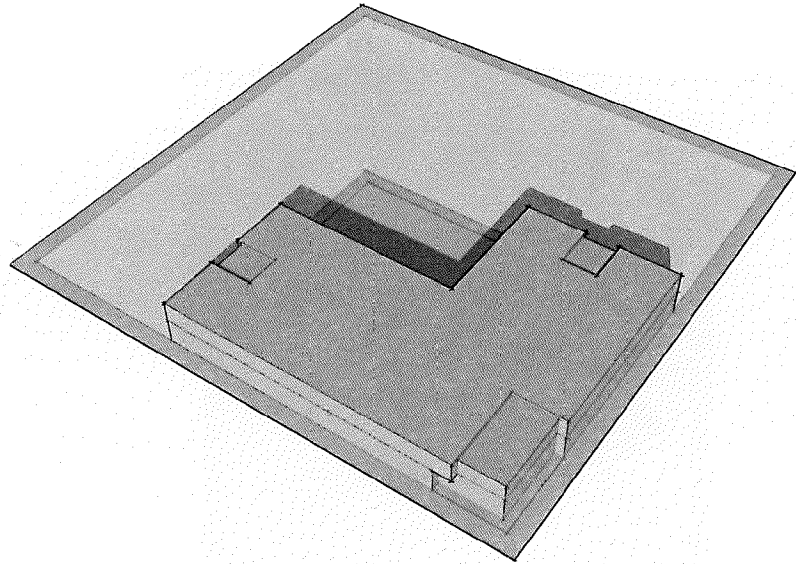


Figure 7-9: Typical Embedded Garage Block shown in Birdseye View, Plan View, and Built Examples  
ILLUSTRATIVE ONLY



**LOW DENSITY COMMERCIAL**

<i>HEIGHT</i>	3 story
<i>FAR</i>	1.50
<i>PARKING</i>	Surface
<i>FRONT SETBACK</i>	5' minimum
<i>REAR SETBACK</i>	n/a
<i>ENTRY</i>	Corner lobby preferred

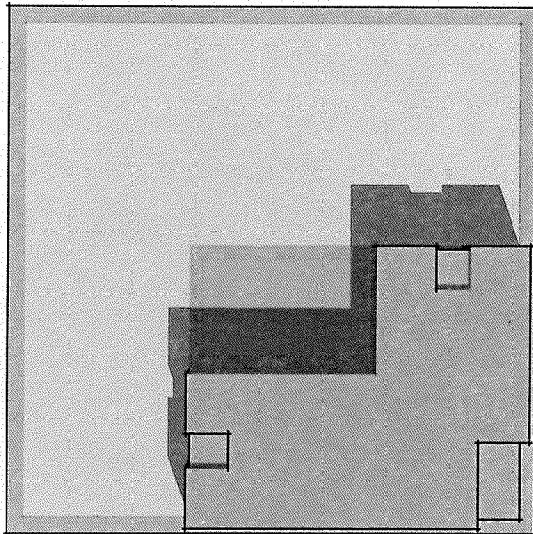
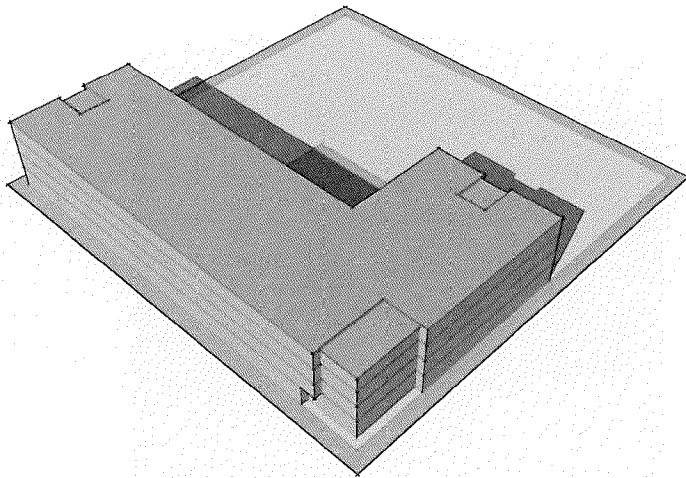


Figure 7-10: Typical Low Density Commercial Block shown in Birdseye View, Plan View, and Built Examples  
ILLUSTRATIVE ONLY



**HIGH DENSITY COMMERCIAL**

<i>HEIGHT</i>	4 story
<i>FAR</i>	1.50
<i>PARKING</i>	Below grade and structure screen from street
<i>FRONT SETBACK</i>	0' maximum
<i>REAR SETBACK</i>	n/a
<i>ENTRY</i>	Corner lobby preferred

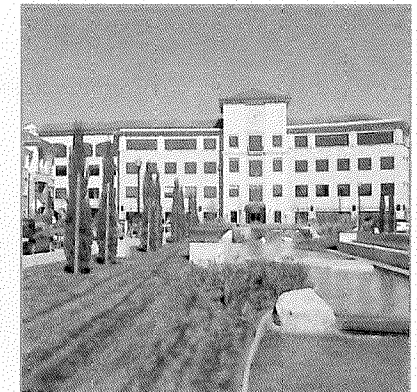
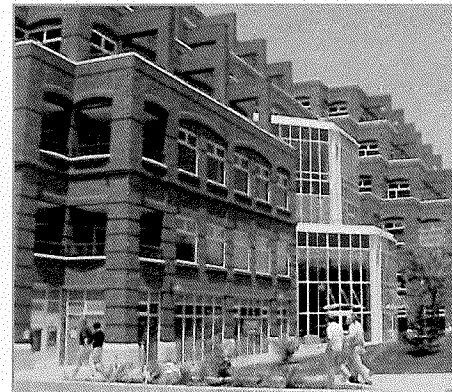
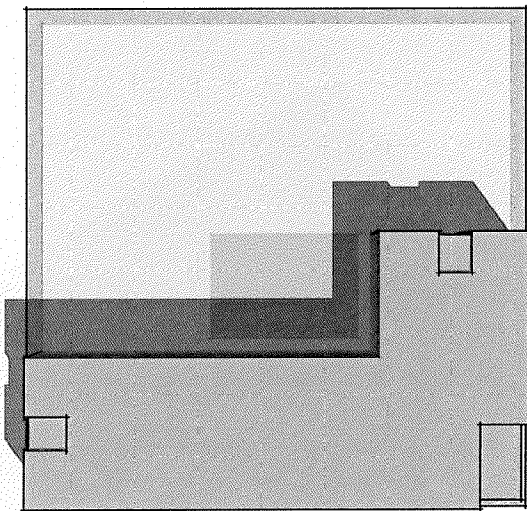


Figure 7-11: Typical High Density Commercial Block shown in Birdseye View, Plan View, and Built Examples  
ILLUSTRATIVE ONLY



## 7.5 PARKING STANDARDS

### 7.5.1 Parking

The following standards for parking reinforce the twin intentions of the Plan (i) to provide sufficient but efficient parking and (ii) to emphasize pedestrian activity and transit use.

TABLE 7-3: PARKING STANDARDS, ALAMEDA POINT			
Land Use Types	Parking Standard [1] [2]	Additional Requirements or Allowances	
Residential	Embedded Garage (70 du/acre)	Maximum 1.5 spaces per unit	Guest parking: 0.2 spaces per unit in addition to standard. Credit on-street parking towards guest parking requirement.
	Multi-Family (50 du/acre)	Maximum 1.5 spaces per unit	Guest parking: 0.2 spaces per unit in addition to standard. Credit on-street parking towards guest parking requirement.
	Multi-Family Flats (40 du/acre)	Maximum 1.25 spaces per unit	Guest parking: 0.2 spaces per unit in addition to standard. Credit on-street parking towards guest parking requirement.
	Tuck Under Housing (30 du/acre)	Maximum 1.25 spaces per unit	Guest parking: 0.2 spaces per unit in addition to standard. Credit on-street parking towards guest parking requirement.
	Live Work Units (25 du/acre)	Maximum 1.25 spaces per unit	Guest parking: 0.2 spaces per unit in addition to standard. Credit on-street parking towards guest parking requirement.
	Small Townhouse (25 du/acre)	Maximum 1.75 spaces per unit	Guest parking: 0.2 spaces per unit in addition to standard. Credit on-street parking towards guest parking requirement.
	Duplex / Large Townhouse (17 du/acre)	Maximum 2.0 spaces per unit	Guest parking: 0.2 spaces per unit in addition to standard. Credit on-street parking towards guest parking requirement.
	Single-Family Detached (4 du/acre)	Maximum 2.0 spaces	Guest parking on-street. Tandem parking allowed.
	Other Residential (BEQ/ Big Whites/Ranquettes Houses)	Maximum 2.0 spaces	Guest parking on-street. Tandem parking allowed.



**TABLE 7-3: PARKING STANDARDS, ALAMEDA POINT (CONTINUED)**

Land Use Types		Parking Standard [1] [2]	Additional Requirements or Allowances
Commercial	Commercial 1.5 FAR	Minimum: 2.75 spaces per 1,000 SF Maximum: 3.25 spaces per 1,000 SF	Parking greater than 3.0 spaces per 1,000 SF requires use permit. Shared parking permitted upon use permit. Industrial and manufacturing uses may provide less than minimum requirement upon use permit.
	Commercial 0.5 FAR		
	Commercial Re-Use		
	Commercial (Industrial/Manufacturing)		
	Commercial Others		
Retail	Mixed-use Retail	Ground floor retail under 5,000 SF exempt from on-site parking requirements Retail > 5,000 SF: Minimum: 2.8 spaces per 1,000 SF Maximum: 3.0 per 1,000 SF	Shared parking permitted upon use permit.
	Commercial Retail	Retail under 20,000 SF: 2.8 per 1,000 SF Retail > 20,000 SF: Minimum: 3.0 spaces per 1,000 SF Maximum: 3.25 spaces per 1,000 SF	Shared parking permitted upon use permit.
	Restaurant	Minimum: 8 spaces per 1,000 SF Maximum: 18 spaces per 1,000 SF	Shared parking permitted upon use permit. Valet parking permitted upon use permit.
Civic	Fire, EMS	Refer to Alameda Municipal Code, as herein amended	Refer to Alameda Municipal Code, as herein amended
	Ferry Station		
	Church		
	Library		
	Schools		
	City Hall		
	Park		
	Sports Complex		

**[1]** Maximum parking standards for residential uses are the average maximum for an individual development. Individual units may have more or fewer spaces than the average as long as the total number of spaces does not exceed the maximum.

**[2]** Upon application to the Planning Director with review of the Transportation Commission, the Planning Director may allow, under the Conformance Determination process described in Chapter 9: Plan Review, transfers of parking rights from one area to another so that the maximum parking standard may be exceeded over a particular area. To accomplish such transfer, the "sending" area shall record a covenant reducing the maximum parking requirement for the area while the "receiving" area shall record a covenant evidencing the new increased parking maximum allowed on the area after the transfer. The form of covenant shall be approved by the Planning Director at the time the Conformance Determination is made.

**Additional Notes:**

- Required handicapped parking is in addition to the standards in the table above.
- Spaces may be covered, uncovered or enclosed (garage).

Alameda Zoning Ordinance Section 30-7: Off Street Parking and Loading Requirements governs parking in Alameda. *Table 7-3: Parking Standards* supersedes Alameda Municipal Code Chapter 30, Sections 7.1 through 7.4 and Section 7.6 for this Plan Area. In addition, the following modifications to other sections of Chapter 30-7 shall apply to the Plan Area:

1. Notwithstanding Section 30-7.7 (Separate or Combined Use of Facilities), shared parking must be within 1,200 feet of the parcels that generate the demand. Further, the Specific Plan allows a reduction in total parking requirements where shared parking between complementary uses within the same development or an aggregate of separate developments within the same district is implemented.
2. Notwithstanding Section 30-7.8 (Location of Parking Spaces and Prohibited Parking Areas), residential parking may be located on the same parcel generating the parking demand or on a separate parcel. Guest parking is allowed, in whole or in part, on streets within a 1,200 foot walking distance of the use.

Required non-residential use parking, in whole or in part, is allowed within private or public parking facilities available to the general public or through private agreement within a 1,200 foot walking distance of the use generating the demand.

Surface parking lots are not allowed between retail buildings and boulevard street frontages.

Non-residential parking is allowed in districts that contain a mix of residential and non-residential uses. Parking in these districts may be a combination of on-street and off-street parking facilities.

3. Notwithstanding Section 30-7.9 (Parking Dimensions and Access), for tandem parking, mechanical lifts may be employed for both residential and non-residential uses.

The maximum two-way driveway width is 20 feet (15 feet for one-way driveway) for multi-family residential development. The maximum curb cut width, including flares, shall not exceed 30 feet for multi-family residential uses. The maximum driveway width is 22 feet for non-residential uses. The maximum curb cut width, including flares, shall not exceed 32 feet for commercial uses.

4. Notwithstanding Section 30-7.10 (Landscaping), the design, landscaping and layout of surface parking areas will be established in the Alameda Point Pattern Book or, in the Historic District, in accordance with the Historic Resources Design Guidelines as applicable.

5. Notwithstanding Section 30-7.11 (Design Review), the design, landscaping and layout of surface parking areas will be established in the Alameda Point Pattern Book, or the Historic Resources Design Guidelines, as applicable.

6. Notwithstanding Section 30-7.14 (Off-Street Loading Space), multiple buildings as part of a single development project may share loading

spaces.

7. Notwithstanding Section 30-7.15 (Bicycle, Motorcycle and Pedestrian Facilities), bicycle parking is defined as bicycle racks, storage lockers, and/or secure valet or check-in facilities, and the following:

- Retail: One third of the required bicycle parking spaces for retail uses are to be located in visible areas within parking garages or otherwise protected from the elements. If retail uses have street frontage, one third of the spaces (or a maximum of eight), in the form of racks, shall be located on the sidewalk in front of the building(s).
- Office: One half of the required bicycle parking spaces for office uses are to be located in visible areas within parking garages or otherwise protected from the elements.
- Ferry Terminal: Transit centers or terminals within Alameda Point will provide bicycle parking at 4% of the daily home-based boardings (or a minimum of twenty bicycle parking spaces). One quarter of these spaces shall be lockers, valet or check-in secured parking.

Pedestrian walkways that cross non-residential surface parking or driveway areas shall be clearly marked through the use of “high-contrast” paving material, and shall meet accessibility requirements for persons with disabilities.

8. Notwithstanding Section 30-7.16 (Surface Improvements of Parking Areas), the design, landscaping and layout of surface parking areas will be established in the Alameda Point Pattern Book as applicable.

9. Notwithstanding Section 30-7.17 (Illumination of Parking Areas), the design, landscaping and layout of surface parking areas will be established in the Alameda Point Pattern Book or, in the Historic District, in accordance with the Historic Resources Design Guidelines as applicable.

10. Notwithstanding Section 30-7.18 (Use and Extension of Non-Conforming Driveways and Perimeter Landscaping), the design, landscaping and layout of surface parking areas will be established in the Alameda Point Pattern Book or, in the Historic District, in accordance with the Historic Resources Design Guidelines as applicable.

11. Notwithstanding Section 30-7.19 (Adjustments for Senior and Affordable Housing Developments), parking standards for senior housing or assisted living housing are established at 0.40 spaces per unit plus guest parking at 0.2 spaces per unit, and guest parking is allowed on-street.

#### **7.5.2 Parking in AP-PMU**

In order to incentivize reuse of historic resources within the Plan Area, this section provides more flexible parking standards for reuse of historic resources within the Historic District. Parking requirements set forth in this Specific Plan or otherwise in the Alameda Municipal Code shall be waived upon a showing by the applicant that the parking needed to serve the development can be accommodated through a combination of off-street and on-street parking or that construction of required parking is required to be waived to enable economic reuse of the building.

## 7.6 ENVIRONMENTAL SUSTAINABILITY BUILDING STRATEGIES

The Alameda Point development is intended to meet or exceed current state and local mandates with respect to reduction in greenhouse gas emissions and conservation of resources under developer control. For example, the Alameda Point development:

1. Implements state policies designed to encourage infill development in order to minimize vehicle miles traveled and to promote accessibility to transit, both significant in the reduction of greenhouse gas emissions. The Project achieves these goals by:

- Clustering homes and mixed uses adjacent to a new ferry terminal and transit hub and developing pedestrian and bicycle corridors providing access to these transit nodes;
- Locating parks, bikeways and walkways in proximity to public schools and residential areas and as connectors to commercial areas to promote physical activity and community interaction;
- Providing linkages via transit to the major job centers in the region through development of on-site transit including shuttle service to BART and development of a ferry terminal;
- Encouraging transit uses through use of the Eco-Pass, which requires monthly purchase by residents and business of transit passes.

2. Will seek out strategic partnerships to incorporate sustainable sources of energy. Reduction of site potable water demand can be achieved through a range of different approaches including use of water-efficient technology, use of recycled water and landscaping controls. Reduction in energy usage can be achieved by, among other techniques, taking

advantage of Alameda's moderate weather (which imposes generally low heating requirements with passive heating opportunities in the winter and natural ventilation and passive cooling through the remainder of the year), right-sizing heating and cooling systems, incorporating advanced insulation practices and incorporating passive solar heating.

### Water Resource Conservation

The Project promotes water conservation through the following:

- The EBMUD East Bayshore Recycled Water Project is planned to supply an average of 2.5 MGD of recycled water from EBMUD's wastewater recycling plant to portions of Alameda. Alameda Point will connect to the EBMUD recycled water supply and construct a recycled water pipeline distribution system. Recycled water may not be available immediately for the initial phases of development, but will be available for distribution prior to build-out;
- Native and drought tolerant plants will be used in landscaping to help reduce the need for watering;
- Natural drainage and storm water capture will be incorporated throughout the site to meet regional water quality requirements in an environmentally respectful manner;
- Large open space areas will reduce impervious surfaces and thus reduce heat and energy demand;
- Fewer private yards associated with the proposed higher-density residential units will reduce water demand;
- Water efficient fixtures will be utilized for residential and commercial toilets, faucets, appliances and showers; and
- Metering or other mechanisms by local utilities will give users feedback on their consumption. Education of residents to maximize water use efficiency measures, reuse and recycling will promote further water conservation.

### Energy Resource Conservation

Reducing energy demand is one of the most effective ways of reducing the carbon footprint of residential homes. There are many opportunities to significantly reduce the demand profile through good design and responsible development, particularly in a climate like Alameda that is ideal for natural ventilation and passive cooling. The Project encourages energy efficiency through the following:

- Design for cross ventilation to maximize passive cooling;
- Provide high insulation values in walls and ceilings and efficient double glazing;
- Require builders to use Energy Star rated appliances in homes;
- Orient lots to achieve passive solar design and to create potential for active solar applications, where feasible;
- Consider opportunities for solar hot water heating and solar electricity both on individual units and through larger installations on site;
- Assess the feasibility of natural ventilation in new commercial and residential construction and rehabilitation of historic buildings retained at Alameda Point; and
- In commercial buildings, incorporate natural lighting strategies and require high efficiency lighting to reduce electrical lighting demand.

3. Diverting a significant amount of waste away from landfills and using recyclable materials will reduce the overall impact of the Project on the environment and is encouraged, including:

- Use of materials locally and from sustainable sources;
- In construction, use of recycled materials, including recycled aggregate base, asphalt, and concrete for roadways, parking lots, sidewalks and curbs;
- Recycling and sorting of construction waste; and
- Design criteria allowing for segregation and recycling of waste to help Alameda divert more waste from landfills by providing facilities for segregating and sorting of waste into commingled dry recyclables (i.e., paper, plastic, textiles, glass, etc.), compostable (i.e. food and garden waste); and non-recyclable/recoverable waste with a goal of meeting the diversion rate set forth in Measure D.

4. Use of sustainable architectural, site planning design, and construction standards for all structures in the community is encouraged in a manner that results in an integrated approach to green buildings and helps steer the designs away from expensive green measures and toward cost-effective solutions. Recommended measures include:

- Applying standards set forth in Build It Green (Green Rated) or LEED for residential and commercial construction, and;
- Incorporating cost-effective sustainability concepts into design and construction standards to reduce construction, operating and life-cycle costs compared to conventional practices in the home building industry.

To implement the sustainability goals described in this section, the Pattern Book shall include guidelines, goals and requirements for sustainable design in both community and individual building design.



# 8

## IMPLEMENTATION

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## 8.1 INTRODUCTION

The development program described by this Specific Plan for Alameda Point requires the implementation of the following key elements:

- A phased program of street, transportation, public safety and utility improvements necessary to support the redevelopment of Alameda Point, including provisions for establishing all necessary public rights-of-way and public utility easements, construction of transit improvements such as the ferry terminal and transit hub, and upgrades to the local fire station, as well as certain off-site street, utility and transportation upgrades to offset the Project's impacts on City infrastructure and facilities;
- Commercial, residential and business park development consistent with the criteria outlined in this Specific Plan and hazardous materials remediation for each developed use consistent with applicable federal and State laws;
- Reuse of key historic resources;
- Development of affordable housing for very low, low, and moderate income households;
- Development of pedestrian and bicycle paths and public amenities such as a branch library, public parks and an elementary school;
- Establishment of major recreational open space amenities such as the Alameda Point Sports Complex, Enterprise Park and the Seaplane Lagoon marina;
- Flood protection and geological hazard management facilities as required to develop the components of the Specific Plan; and
- Consummation of the "land swap" pursuant to the Naval Air Station Alameda Public Trust Exchange Act.

The regulations governing implementation of the Project and these key elements are discussed in prior chapters of this Specific Plan, such as *Chapter 3: Land Use, Chapter 4: Open Space and Conservation, Chapter 5: Transportation, Circulation and Parking, Chapter 6: Utilities and Infrastructure*. Multiple chapters also cover some of the implementation strategies described in this Specific Plan. For example, implementation of public works projects is described in *Chapter 5, Chapter 6* and this *Chapter 8: Implementation*. This chapter focuses primarily on the proposed public and private programs and financing strategies required to implement the Specific Plan. The next chapter, *Chapter 9: Plan Review*, describes the process by which applications for development approvals submitted after the adoption of this Specific Plan are reviewed.

A significant capital facilities program is required to support development of Alameda Point consistent with this Specific Plan. Specifically, all of the major utility systems at Alameda Point are obsolete, requiring replacement. Improved connections to utility service providers may also be needed. New methods of providing essential services, such as solar power, recycled water and the like will require further infrastructure and capital funding. The proposed development relies on a pedestrian-oriented "block plan" that establishes a new and more accessible road network to allow access to all parts of Alameda Point, as well as sidewalks and street features to ensure that a pedestrian and bicycle friendly neighborhood scale community is

developed. Adding to the public amenities of Alameda Point are regional transit connections, trails, public parks and public art features that will make the community distinctive and ensure a balance of commerce, housing and community life as Alameda Point develops.

The following discussion provides an overview of the financing plan for public facilities at Alameda Point, focusing on the sources and uses of capital and the funding for operation and maintenance.

## 8.2 FISCAL NEUTRALITY

The Project is designed to be fiscally self-sufficient for all public facility and infrastructure construction, relying on private funding sources, as well as tax, fee and assessment revenues generated by the development of the Project. The capital funding of the Project does not require taxes, fees or assessment revenue from residents, businesses or property owners from outside the Plan Area. In addition, under the public facilities financing plan described in *Section 8.4*, the City's cost of providing municipal services will be offset by the revenues generated by the proposed Project over the life of the Project, so that the development program described in this Specific Plan will achieve the City's established policy of "fiscal neutrality."

## 8.3 PUBLIC FACILITIES FINANCING SOURCES

Public infrastructure improvements will be financed through capital provided by the property developer and private capital funding sources, redevelopment tax increment, land sale revenue, and a newly-created Community Facilities District ("CFD") with jurisdiction only over the Plan Area. Some facilities, such as utility infrastructure, may be financed with funds from the utility provider, which in turn are financed through connection charges, development fees and utility bills charged to end users.

Other facilities constructed to benefit the Project, such as off-site road improvements, affordable housing, adaptive reuse of historic resources and regional transit provided by the Project, may also be constructed, operated and maintained with a variety of funding sources in addition to those already mentioned. The funds for these uses may come from redevelopment funds, bonds, private capital, funding obtained through imposition of use charges, fees, State and federal grants (including state and federal transportation funding sources and local match), and tax credits, among others. After the adoption of this Specific Plan, when necessary, the developer of Alameda Point will prepare a financing plan for City concurrence that will detail the sources and uses of funds for the implementation of the Project. The financing plan will also match the availability of funding to meet Project needs over time through a coordinated phasing plan.

## 8.4 IMPLEMENTATION PROPOSAL FOR KEY PUBLIC IMPROVEMENTS

It is anticipated that at the outset the developer will provide capital for construction, supplemented and/or reimbursed by bonds secured by a special tax lien placed on the property through formation of the CFD. The CFD must be formed before bonds can be issued to support infrastructure development and, therefore, creation of a CFD and approval to issue bonds will be necessary conditions for development. These bonds will be secured and serviced by a special tax levied on individual parcels within the Plan Area. Redevelopment financing may also be available. Alameda Point is within a redevelopment area and under the jurisdiction of the Community Improvement Commission of the City of Alameda (the "CIC"). The CIC is expected to permit the use of redevelopment tax increment dollars for improvement projects in Alameda Point. It is anticipated that the developer will fund the initial costs of infrastructure improvements and will then be reimbursed through designated public and private financing mechanisms.

Affordable housing facilities also may receive funding assistance from a number of government programs, including redevelopment tax increment set-aside funds, Community Development Block Grant/HOME funds, low-income tax credits and State multi-family housing financing programs. The availability of such funding and assistance is affected by a number of factors, including funding availability and the design of the affordable housing and demographics of residents.

The table below, *Table 8.1: Implementation Proposal for Key Public Improvements*, sets forth the anticipated responsibilities for the funding and construction of public facilities and infrastructure construction and the related maintenance or operation obligations. The implementation strategy in *Table 8.1* may be modified from time to time by the City, subject to the terms of any statutory Development Agreement (Government Code section 65864 et seq.), as it is the intent of this Specific Plan that the City and developers of the Project be afforded flexibility to respond to future changes in market conditions and to ensure that the City and developers are able to pursue superior reuse and development opportunities.

TABLE 8-1 : IMPLEMENTATION PROPOSAL FOR KEY PUBLIC IMPROVEMENTS, ALAMEDA POINT

Project	Responsibility for Initial Planning/ Design/ Construction	Potential Initial Project Funding Sources	Operation and/or Maintenance	Potential Operations and Maintenance Funding
Site Remediation	Navy, Developer	Navy, Developer, PA, TIF, State and federal grants and loans	Navy, ARRA, City	Navy, PA, ARRA, City, State and federal grants and loans
Site Grading	Developer	Developer, PA, TIF	N/A	N/A
On-Site Streets & Roads (including dedicated transit lanes)	Developer	Developer, PA, TIF	City	PA, City
On-Site Street Landscaping, Lighting	Developer	Developer, PA, TIF	City	PA, City
Ferry Terminal and Transit Hub	Developer, WETA	Developer, PA, TIF, WETA	WETA	Transportation Assessment, regional transportation funds, PA, WETA
Off-Site Transportation Improvements including Queue Jump Lanes (for buses at Webster/Posey tubes and Fruitvale bridge)	Developer	Developer, PA, TIF	City	City, PA, regional transportation funds
Shuttle connecting Alameda Point to 12th Street BART and Downtown Oakland	Developer	Developer and Transportation Assessment	Developer, Private Shuttle Service, AC Transit	Transportation Assessment, User Fees, regional transportation funds
Bus Rapid Transit Network	Developer	Developer, PA, TIF	AC Transit, Developer, Private Shuttle Services	Transportation Assessment, User Fees, regional transportation funds
Queue Jumping Lanes (for buses at Webster/Posey tubes and Fruitvale bridge)	Developer	Developer, PA, TIF	City	City, regional transportation funds
On-Site Pedestrian and Bicycle Paths, Trails and Facilities	Developer	Developer, PA, TIF	City	Community Association, PA
Public Parks	Developer	Developer, PA, TIF	City	PA, City
Regional Sports Park Complex	Developer	Developer, PA, TIF	Developer, Community Association, City	Developer, Community Association, User Fees, PA
School Facilities	School District	School Fees paid by Developer, PA, State, G.O. Bonds	School District	State, School District, PA



TABLE 8-1 : IMPLEMENTATION PROPOSAL FOR KEY PUBLIC IMPROVEMENTS, ALAMEDA POINT (CONTINUED)				
Project	Responsibility for Initial Planning/ Design/ Construction	Potential Initial Project Funding Sources	Operation and/or Maintenance	Potential Operations and Maintenance Funding
Fire Station	Developer	Developer, PA, TIF	City	PA, City
Library	Developer	Developer, PA, TIF	City	PA, City
On-Site Water and Waste Water Facilities	Developer	Developer, PA, TIF	SP	SP, User Fees
On-Site Storm Water Drainage Facilities	Developer	Developer, PA, TIF	City	PA, City
On-Site Trenched Utilities (i.e., electrical, gas and telecommunications)	Developer	Developer, PA, TIF, SP	SP	SP
Flood Protection Facilities	Developer	Developer, PA, TIF	City	PA
Geologic Hazard Management Facilities	Developer	Developer, PA, TIF	City, GHAD	PA
Historic Resources	Developer	Developer, federal, state and local funds, grants and tax incentives	City, Developer	Community Association, Developer, PA, Conservation Easement Holder

**Key for Terms Used in Table 8-1:**

**AC Transit** = Alameda Contra Costa Transit District  
**ACWMA** = Alameda County Waste Management Authority  
**ARRA** = Alameda Redevelopment and Reuse Authority  
**Community Association** = Private master community association established by the landowner  
**Developer** = Developer of Plan Area  
**GHAD** = Geological Hazard Abatement District  
**G.O. Bonds** = General Obligation Bonds  
**Navy** = U.S. Navy  
**PA** = Property assessment, tax, fee or charge imposed only on property owners within the Plan Area, such those imposed by a Community Facilities District, Assessment District, Landscaping and Lighting District, Municipal Services District, Flood Control District, Geologic Hazard Abatement District, benefits assessment, and other public finance mechanisms

**School District** = Alameda Unified School District  
**SP** = Service Provider  
**TIF** = Tax Increment Financing  
**Transportation Assessment** = An assessment to Fund transportation and transit services  
**User Fees** = Fees and other charges paid by users of a service  
**WETA** = Water Emergency Transportation Authority

## 8.5 PHASING

The Project is expected to be developed in five phases. It is anticipated that build-out will occur over a period of many years in response to market demand and according to a logical and orderly extension of roadways, infrastructure, utilities, public transportation and other public services, and provision of open space and public amenities. The phasing of development of housing units and non-residential square footage may occur independently. *Table 8.2: Alameda Point Proposed Phasing Plan* describes the proposed sequencing of development for the Project.

Initial construction of each phase will include grading, geotechnical and hazardous material remediation as required and installation of backbone utility improvements and roadways required for the applicable phase of the development. Additional infrastructure, public transportation facilities and public services, utilities and amenities will be constructed as needed to serve development in each phase.

Phase	Residential Dwelling Units	Non-Residential (Sq. Ft.)
<i>Adaptive Reuse Phase</i>	<i>309 + 186</i>	<i>563,000</i>
Phase 1	1044	881,000
Phase 2	969	131,000
Phase 3	1394	608,000
Phase 4	536	539,000
Phase 5	403	1,070,000

Infrastructure will be phased in accordance with the anticipated needs of the overall development plan, using existing funding as efficiently as possible to minimize debt service costs while ensuring that duplicative efforts are minimized. Development of the AP-PMU will occur concurrent with the other phases.

## 8.6 MAINTENANCE AND OPERATIONS

It is anticipated that a combination of additional Project generated funds will be used to cover the full cost of maintenance and operation of public facilities and services. On-going maintenance of public facilities and public services within the Plan Area may be funded through a combination of Project property and special taxes, assessments, Community Association fees and assessments, Municipal Service Districts assessments, area of benefit district levies, parking fees and charges within the Plan Area, transportation assessments, and/or other public financing mechanisms for maintenance and services.

Management of geological conditions and flood control may be by a CFD, Geological Hazard Abatement District ("GHAD"), or flood control district. A flood control district could be created with jurisdiction over the Plan Area. Some maintenance and operations functions will be performed by City staff and reimbursed from these special assessments and/or fees. Roadway, utility improvements, police, fire, library and other municipal services will be operated and maintained through existing utility and public funding sources.

## 8.7 PUBLIC TRANSIT

A transportation assessment is proposed for the Project to fund transportation improvements and ongoing transit operations. A new ferry terminal and transit hub will be constructed as part of the Project with construction commencing on or before Phase 2 and service anticipated early in Phase 3. Each resident and employee of Alameda Point will receive an "Eco-Pass" under a transportation program which will allow unlimited use of the public transit provided by the Project. In the early phases of the Project, the transportation assessment, supplemented by other funds as determined by the developer, will fund operation of an Alameda Point transit service or shuttle to the 12th Street BART station and Downtown Oakland to supplement existing AC Transit service as well as other transportation services and programs described in *Chapter 5*. The developer may choose to contract with a private shuttle operator or AC Transit to provide the additional transit services. If AC Transit provides the services, then the Alameda Point "Eco-Pass" could potentially be traded in for an AC Transit "Easy Pass", which could provide access to the entire AC Transit network including the express buses to San Francisco. In the later stages of the development, the funds generated by the transportation assessment will increase and the Project will be able to fund more extensive transit services that will include a connection to the Fruitvale BART station. Prior to the issuance of a certificate of occupancy for new construction in the first phase of the development, the developer will establish an Alameda Point Transportation Management Association ("TMA") to oversee and manage the transportation services and programs provided by the Project as described in *Chapter 5*. The TMA will include a board of directors, which represent the program users and property owners at Alameda Point.

The Alameda Point TMA may choose to merge with the Alameda Landing TMA to create more cost effective and extensive transportation services for western Alameda. The TMA will hire an Alameda Point Transportation Demand Coordinator (the "TDC"), who will oversee implementation of the Alameda Point transportation programs and strategies. The TDC, under direction of the TMA Board, will monitor and analyze the effectiveness of the programs and traffic conditions, including understanding and managing the traffic impacts of the development of Alameda Point on the rest of the City. The TDC will evaluate which transportation programs are most successful at alleviating traffic impacts and addressing the needs of Alameda Point residents and businesses, and will communicate with transit service providers to adjust programs as necessary to minimize traffic impacts and maximize the use of alternative modes of transportation by Project residents and businesses.

## 8.8 OTHER SERVICES

Police and fire protection within the Plan Area will be provided by the City of Alameda. The Specific Plan provides for a joint public safety facility in the AP-PMU District. A library is also planned for the new community and a western branch of the City's administrative offices are expected to be located in the AP-PMU District. Library facilities and equipment will be paid for initially by the Developer, with on-going operations and maintenance costs paid for by the CFD or the City.

Students who live in Alameda Point will attend Alameda Unified School District (AUSD) schools. The closest schools to the Plan Area, and those that now serve students living in Alameda Point, are Miller Elementary, Woodstock Elementary, Chipman Middle School and Encinal High School. The Specific Plan allows for a new elementary school and for day care services to be funded through school mitigation fees, bonds and other sources of school funds.

# 9

## PLAN REVIEW

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## 9.1 ENTITLEMENT PROCESS

The City of Alameda will administer the provisions of the Alameda Point Specific Plan in accordance with the City of Alameda's General Plan, including the Alameda Point Community Plan, and state and federal law. This Specific Plan's chapters, procedures, regulations, standards and specifications shall supersede the relevant provisions of the Alameda Municipal Code as they currently exist or may be amended in the future. Topics not covered by the Specific Plan, the Alameda Point Pattern Book and the Historic Resource Design Guidelines are regulated by the Alameda Municipal Code. Where the Specific Plan and the Alameda Municipal Code are inconsistent, the Specific Plan shall prevail.

As required by California Government Code section 65454, this Specific Plan is consistent with the City's General Plan, including the Alameda Point Community Plan and the General Plan's Land Use Map.

## 9.2 RELATIONSHIP TO CEQA

This Specific Plan is being adopted by the voters of the City of Alameda through the initiative process. The California Environmental Quality Act ("CEQA") does not apply to the adoption of specific plans enacted by the voters by initiative.

Subsequent discretionary project approvals required by this Specific Plan will require appropriate environmental review under CEQA. It is anticipated that the CIC or the City will prepare an environmental impact report in connection with (i) any proposed development program for the Plan Area

described in a Disposition and Development Agreement entered into by the CIC, ARRA, City and/or a developer, (ii) a master or other tentative map application filed by a developer of the Plan Area, or (iii) other discretionary approvals subject to CEQA. After the completion and certification of such environmental impact report, exemptions from CEQA may be applicable to future development in the Plan Area and it is the intent of the voters that such exemptions be utilized to the fullest extent permitted by law. For example, any residential development project, including any subdivision, or any zoning change that is undertaken to implement and is consistent with a specific plan for which an environmental impact report has been certified is exempt from CEQA, subject to certain exceptions more particularly described in Government Code section 65457. Similarly, the Plan Area is subject to the Alameda Point Community Plan, Public Resources Code section 21083.3 provides an additional exemption for certain projects consistent with a community plan for which an environmental impact report has been certified.

## 9.3 SUBDIVISION MAP PROCESS

This section describes the regulations for subdivision of land within the Plan Area. Except as set forth in this Specific Plan, the provisions of the Alameda Municipal Code shall govern the processing and approval of subdivision maps.

No preliminary plan shall be required prior to the filing of a tentative map, vesting tentative map or parcel map within the Plan Area.

### 9.3.1 Tentative Maps and Vesting Tentative Maps

Land within the Plan Area may be subdivided and developed pursuant to a tentative map or vesting tentative map for any purpose that is consistent with the California Subdivision Map Act. As used in this section, a “vesting tentative map” shall mean a tentative map for subdivision that shall have printed conspicuously on its face the words “Vesting Tentative Map” at the time it is filed in accordance with the Subdivision Map Act. The first master tentative map application submitted by a developer within the Plan Area shall include a proposed Master Grading, Demolition and Infrastructure Plan (“MGDIP”) for the Plan Area.

A tentative map application shall be prepared in accordance with the Alameda Municipal Code. An application for a vesting tentative map shall be filed in the same form, shall be subject to the same submittal and content requirements and shall be processed in the same manner as set forth in the Alameda Municipal Code for a tentative map, except that at the time a vesting tentative map is filed it shall have printed conspicuously on its face the words “Vesting Tentative Map.”

Upon the adoption of this Specific Plan, the City’s Planning Director will act as the City’s “Advisory Agency,” as defined by California Government Code section 66415, with respect to subdivisions within the Plan Area and is assigned the responsibility for approving, conditionally approving or denying an application for a tentative map, vesting tentative map or parcel map within the Plan Area, pursuant to Government Code section 66474.7. In addition, the City Council will, by ordinance within sixty (60)

days after the receipt of the first tentative map application for the Plan Area, designate at least two other City employees qualified to review future subdivision map applications, each of whom may also act individually as the City’s Advisory Agency in the event the Planning Director is not available. The Planning Director and the two other persons designated by the City Council pursuant to this paragraph shall be referred to herein as the “First Tier Advisory Agency.” An application for a tentative map, vesting tentative map, parcel map, and/or lot line adjustment shall be submitted to the Planning Department and the Planning Director shall make the determination of completeness.

Within 50 days of receipt of a complete application, the First Tier Advisory Agency shall set the map for hearing before the First Tier Advisory Agency or refer the map to the Planning Board. The First Tier Advisory Agency may only refer a map to the Planning Board if the map is (i) a residential subdivision of more than 500 dwelling units, (ii) a subdivision of land where the intended use is 500,000 or more square feet of non-residential space, (iii) a master tentative map that requires the preparation of a MGDIP, or (iv) part of an overall application for a development project that requires (A) a Use Permit or (B) a Conformance Determination pursuant to section 9.9 below. The intent is that the First Tier Advisory Agency will review and approve smaller tentative and vesting tentative maps, parcel maps, lot line adjustments, map extensions, and modifications of approved maps. Map extensions shall be governed by Government Code section 66452.6, provided that the initial term of a subdivision map shall be 36 months as authorized by Government Code section 66452.6(a) and this Specific Plan.

To accomplish the purposes of this section, the Planning Board is also designated as an “Advisory Agency” pursuant to Government Code section 66474.7 with respect to subdivisions within the Plan Area and is assigned the responsibility for approving, conditionally approving or denying applications referred to the Planning Board by the First Tier Advisory Agency or that originate with the Planning Board pursuant to the provisions of this section.

The First Tier Advisory Agency, or the Planning Board, as applicable, shall approve, conditionally approve, or disapprove, the tentative map within fifty (50) days of the date the Planning Director’s recommendation is transmitted to the First Tier Advisory Agency or Planning Board, as applicable. The First Tier Advisory Agency, or the Planning Board, as applicable, shall take action within the time period described in and shall otherwise comply with the requirements of Government Code section 66452.1. The provisions of Government Code section 66452.4 shall apply to any tentative map application.

Appeal of the decision of the First Tier Advisory Agency may be taken to the Planning Board, and any decision of the Planning Board may be taken to the City Council, by any party authorized by Government Code section 66452.5 and such appeal shall be governed by the provisions of that section.

### **9.3.2 Lot Line Adjustments**

Except as provided in *Section 9.3.1* above, the Alameda Municipal Code shall govern applications for and processing of lot line adjustments within the Plan Area. The First Tier Advisory Agency established in *Section 9.3.1* is assigned the sole responsibility for approving or denying an application for a lot line adjustment within the Plan Area.

### **9.3.3 Final Maps**

Upon the adoption of this Specific Plan, any subdivider within the Plan Area may file with the City Council for approval a final map in substantial conformance with the approved or conditionally approved tentative map or vesting tentative map, if any, after required certificates or statements on the map have been signed and, where necessary, acknowledged.

The City Council will, at the meeting at which it receives the map or, at its next regular meeting after the meeting at which it receives the map, approve the map if it satisfies the requirements of the Subdivision Map Act.

With respect to any rights to appeal provided in this *Section 9.3*, fees shall be collected from persons appealing or filing an appeal for expenses incurred by the City pursuant to Government Code section 66452.5(f).

## 9.4 USE PERMITS

If a land use may be permitted with a Use Permit approved by the Planning Director pursuant to *Table: 3-2 Permitted Uses*, the Planning Director shall approve or conditionally approve the Use Permit when the proposed use: (i) is compatible with uses and intensities adjacent to the property, (ii) is in substantial conformance with the General Plan, the Alameda Point Community Plan, and this Specific Plan, and (iii) will not cause damage, hazard, nuisance or other detriment to persons or property in the vicinity. Applications for a Use Permit shall be in the form required by section 30-21.5 of the Alameda Municipal Code.

An application for any Use Permit may be approved by the Planning Director, notwithstanding any provision of Section 30-21.3 of the Alameda Municipal Code. The Planning Director may make approval conditional and may refer applications to the Planning Board.

Notice of a hearing before the Planning Director or Planning Board shall be given pursuant to subsection 30-21.7 of the Alameda Municipal Code, except that notice shall be given to all properties within 300 feet of the subject property and in accordance with Government Code Section 65091. In addition, a summary description of the application shall be included in any required notice. The hearing shall be held in the place designated by the Planning Director in the notice of hearing within a reasonable time consistent with State law.

The Planning Director shall consider all evidence received by the office on the application and consider such evidence when making a decision on the application.

The applicant, a member of the public, or a member of the Planning Board or City Council may appeal the decision of the Planning Director by filing a notice of appeal with the Planning Board within ten (10) days after the decision of the Planning Director. Appeal may also be taken of any decision of the Planning Board to the City Council. Appeals shall be heard by the Planning Board or City Council pursuant to Section 30-25 of the Alameda Municipal Code. Fees shall be collected from persons appealing or filing an appeal for expenses incurred by the City in accordance with State law.

## 9.5 DESIGN REVIEW

After the adoption of this Specific Plan, a comprehensive set of design guidelines, known as the “Alameda Point Pattern Book” or “Pattern Book,” shall be established for the Plan Area. The Pattern Book will establish the “look and feel” of the community and will include conceptual designs and urban design standards showing basic design features and unifying principles including streetscapes, right-of-way and park furniture, courtyards, color schemes, landscape design for public and private open spaces,

park amenities, and architectural concepts including building materials and landscaping for various building types, including residential buildings, commercial buildings, office park buildings, and mixed-use buildings. The Pattern Book will also include a menu of guidelines, goals and requirements for (i) energy and water resource conservation, and (ii) sustainable architecture, site planning and construction standards.

Once adopted, the design guidelines contained in the Alameda Point Pattern Book will supersede the City's Design Review Manual for the Plan Area, and all future design review procedures and standards will be governed by this Specific Plan and the Pattern Book, except for the review and approval process for "Alteration" of certain historic resources or "New Construction" within the AP-PMU district which shall be governed by *Section 9.6* below. In no event will the Pattern Book conflict with this Specific Plan, including without limitation, the specified development standards and densities herein. If there is any conflict between this Specific Plan and the Pattern Book, the Specific Plan will control. Notwithstanding any provision of this Specific Plan, on and after November 3, 2030, the Pattern Book shall no longer apply to the Plan Area and, thereafter, the City's ordinary design review procedures shall apply within the Plan Area; provided that the Planning Board may extend the life of the Pattern Book by one or more five (5) year term(s) after a duly noticed public meeting.

#### **9.5.1 Process for Adoption of Alameda Point Pattern Book**

After the adoption of this Specific Plan, a developer (other than a governmental entity) may submit to the Planning Board an application

for adoption or amendment of the Alameda Point Pattern Book. An application for adoption or amendment of the Alameda Point Pattern Book is an application for issuance of a development permit applicable to future development of the Plan Area by the developer and shall be a quasi-adjudicative approval filed in accordance with the procedures set forth below. The approval of the Pattern Book shall be subject to the Permit Streamlining Act, Government Code section 65920.

The process for the adoption of the Pattern Book is intended to be accomplished through a community-informed process. The applicant shall submit a proposed Pattern Book to the Planning Board for approval. The application for the Pattern Book shall consist of a letter from the developer of the Plan Area requesting approval by the Planning Board and ten (10) copies of the proposed Pattern Book. The proposed Pattern Book shall address all of the mandatory elements described in the first paragraph of *Section 9.5* and such other matters as the developer may determine. The proposed Pattern Book will be available for review and/or purchase (at cost) at the City's Planning Department.

The Planning Board shall hold at least two (2) public meetings to hear comments on the proposed Pattern Book within ninety (90) days after the date the applicant submits its application for the draft Pattern Book to the Planning Board. Notice of the public meetings shall be sent to the applicant and any interested person who requests in writing notice of such meetings and be advertised in a newspaper with citywide circulation at least fifteen (15) calendar days prior to the date of the meetings. Notice of the meetings



shall also be posted in the manner of other meetings of the Planning Board. If reasonably feasible, the proposed Pattern Book shall be made available on the City's website. The applicant may make changes to a pending application based on public comments, with the approval of the Planning Director.

After receiving public comments on the proposed Pattern Book, the Planning Board will adopt, or adopt with changes, or deny the final Pattern Book at a regularly scheduled Planning Board meeting, not later than one hundred twenty (120) days after the date the applicant submits its application for the draft Pattern Book to the Planning Board. Prior to the adoption of the final Pattern Book or any amendment thereto, the Planning Board must find that the proposed design guidelines and development standards in the Pattern Book are in substantial conformance with the goals, intent and regulations of this Specific Plan. If the Planning Board denies the final Pattern Book, within thirty (30) days thereafter the Planning Board will issue a written determination to the applicant citing the specific reasons for the denial.

The applicant, a member of the public, or a member of the City Council may appeal the decision of the Planning Director by filing a notice of appeal with the Planning Director within ten (10) days after the decision of the Planning Board. Appeals shall be heard by the City Council pursuant to section 30-25 of the Alameda Municipal Code. Fees shall be collected from persons appealing or filing an appeal for expenses incurred by the City in accordance with State law.

Significant and substantial revisions to the overall design scheme for the Pattern Book will follow the process outlined above. Notices shall be given in accordance with *Section 9.10* below.

#### **9.5.2 Design Approval Process**

Once the Alameda Point Pattern Book is approved by the Planning Board or City Council, all future design review approvals in the Plan Area will be ministerial approvals, unless an application for a development project is inconsistent with the Pattern Book. As to each ministerial approval, the function of City staff at the time an application for building permit is submitted will be to ensure conformance with the Specific Plan and Pattern Book design standards prior to issuing building permits.

If an application for a development project within the Plan Area is inconsistent with the Pattern Book, the proposed design shall be subject to the Conformance Determination process described in *Section 9.9* below.

## 9.6 HISTORIC PRESERVATION REVIEW PROCESS

### 9.6.1 Summary

This Specific Plan seeks to protect Alameda's unique military legacy by facilitating the reuse of key historic buildings, objects, structures, and landscaped areas within the Plan Area. The Specific Plan recognizes the important role of the former NAS Alameda in the City's history and encourages preservation and reuse of historic buildings, structures, open space, and landscape elements in the Plan Area in order to promote the City's cultural, educational, and economic vitality today and for future generations. At the same time, the Specific Plan, in designating certain areas for new construction, recognizes that rehabilitation and/or repair of all historic resources<sup>1</sup> within the former NAS Alameda is not feasible and that certain portions of the Plan Area must be redeveloped in order to permit the revitalization contemplated by this Specific Plan. This section mandates the creation of Historic Resource Design Guidelines and establishes specific procedures for project review that apply to the alteration and demolition of historic resources as well as new construction within the Historic District. This section supersedes the historical preservation provisions of the Alameda Municipal Code, including, without limitation Chapter XIII, Article VII.

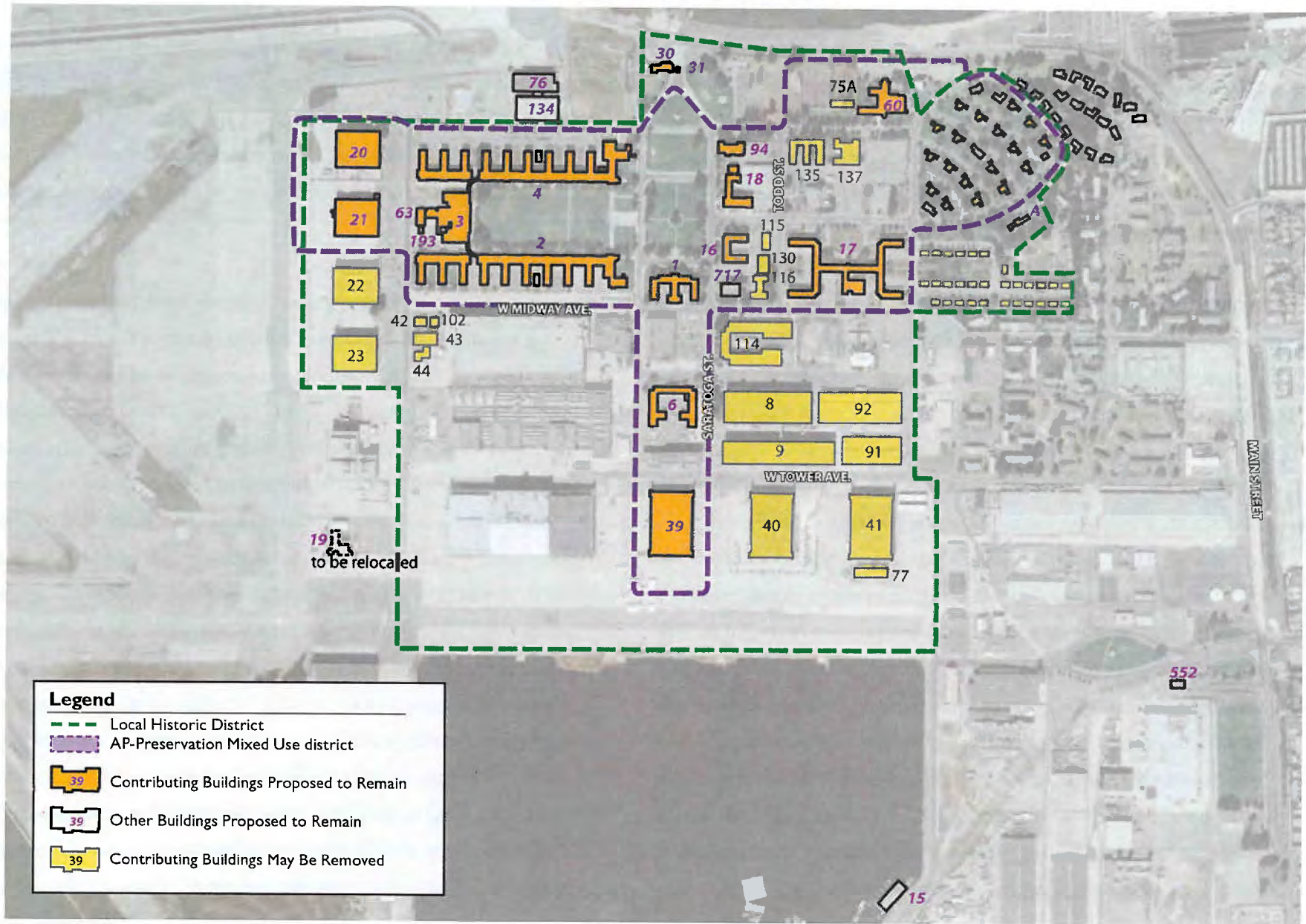
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<sup>1</sup> The terms "historic resource" and "resource" are used throughout to describe any building, object, structure or landscape feature evaluated as either contributing to the Historic District or as historically significant individually. The terms refer to both existing resources and resources that are not currently recognized but may be recognized in the future.

### 9.6.2 Background

Former NAS Alameda, which was constructed beginning in 1938, includes a series of older buildings and other features that are associated with American military history during and following World War II. As the result of an initial National Historic Preservation Act ("NHPA") Section 106 consultation between the Navy, the State Office of Historic Preservation and the City that resulted in a Memorandum of Agreement (1999 MOA), the City previously designated a portion of the former NAS Alameda as a local historic district, known as the Alameda Naval Air Station Historic District ("Historic District"). The Historic District and its contributing resources as currently designated are depicted in *Figure 9-1: Historic Resources*. It is anticipated that the Historic District boundaries and/or final list of contributing resources may be revised during the final NHPA Section 106 consultation prior to Navy transfer of the former NAS Alameda property and that such revisions will be memorialized in a final agreement (together the 1999 MOA and final agreement are referred to as the "Consultation Agreements"). If so, such changes (revised boundary and/or list of contributing resources) shall apply to this Specific Plan and be documented and referred to as the "Historic District", and the City shall make any conforming changes to its local Historic District. All resources not specifically designated as contributing under the Consultation Agreements shall be deemed non-contributing elements, which are not historic resources.

Following base closure, most of the base's military buildings have been vacant and many may be economically and functionally obsolete. Potential



**Legend**

- Local Historic District
- AP-Preservation Mixed Use district
- Contributing Buildings Proposed to Remain
- Other Buildings Proposed to Remain
- Contributing Buildings May Be Removed

Figure 9-1: Historic Resources

Not to Scale

flood inundation places many structures at risk, as described in *Chapter 2: Plan Background*. In addition, due to changes in the Uniform Building Code, virtually all of the subject buildings are not in conformance with the current codes for structural integrity, mechanical, electrical, plumbing and fire. The potential for reusing many of these buildings has been compromised.

The AP-PMU district is the primary location in this Specific Plan for the preservation and reuse of buildings, structures, landscapes, and views. It contains the cross-axial open space at the heart of the Historic District around which historic buildings are arrayed. The following factors led to the establishment of the AP-PMU district:

- The desire to protect what typifies Alameda's unique military legacy;
- The historic value of the central axial open space corridors in the AP-PMU and the buildings arranged around them;
- The concentrated and efficient arrangement of historic buildings in the AP-PMU exemplifies the character defining features of the Historic District and, due to the scale and relationship of the buildings, the AP-PMU more easily lends itself reuse;
- The diversity of uses that the AP-PMU can accommodate; and
- The need to provide space outside the AP-PMU for new construction that will subsidize and support the costs to preserve buildings within the AP-PMU.

The Specific Plan concentrates on preserving historic resources within the AP-PMU. Outside the AP-PMU, the Specific Plan sets forth an alteration process and provides incentives for reuse, but clearly anticipates that

demolition and new construction will take place.

### 9.6.3 Incentives

This Specific Plan promotes the preservation of historic resources through the use of preservation incentives. The Specific Plan encourages the use of federal tax credits and conservation easements by the property owner for qualifying structures and landscapes. Incentives to be made available by the City for preservation shall include Mills Act and other property tax abatement, Community Development Block Grant funds and rehabilitation loans, if available. In addition, the City shall provide technical assistance including fee waivers, permit streamlining, referrals to private sector consultants and contractors, and coordination with nonprofit and other local agencies. In addition to the development standards for reuse set forth in *Chapter 7: Development Standards*, the State Historic Building Code shall be applicable in its entirety to development of historic resources within the Plan Area.

### 9.6.4 Historic Resource Design Guidelines

Historic Resource Design Guidelines ("HRDG") will be prepared as part of the Consultation Agreements and will provide guidance for the rehabilitation of historic resources within the AP-PMU and the Historic District. The HRDG will contain a detailed inventory of all historic resources and important character-defining features as well as detailed guidelines for the Alteration of historic resources, compatible New Construction, and the treatment of historic materials. A landscape plan guiding the maintenance and adaptation of historic landscape areas will also be included. In addition, the HRDG will establish criteria for new construction and alteration of non-

contributing structures within the AP-PMU in order to maintain the historic character of the AP-PMU. Amendment of the HRDG is subject to the procedures set forth in *Section 9.9*.

#### **9.6.5 Review Process**

Applications for the Alteration of historic resources within the Historic District and applications for New Construction in the AP-PMU will be reviewed for conformance with the HRDG. Applications for new construction will be reviewed for conformance with the Pattern Book design guidelines established for the Project (see *Section 9.5*). Applications for demolition shall be evaluated pursuant to *Section 9.6* of this Specific Plan.

Alteration, New Construction and Demolition within the Historic District shall be reviewed and approved solely as provided for in this Specific Plan.

These actions are defined as follows:

“Alteration” is defined here as any addition, or exterior modification, improvement, repair, or replacement of character-defining elements, which alter or change the original materials or appearance of an historical resource, including, but not limited to, massing, roof forms, porches, finish materials, windows, and decorative details. The addition and alteration of awnings and signs, excluding historically designated signs, interior modifications, improvements or repairs, removal of trees or landscaping (except that removal of landscaping features specifically identified as contributing resources shall be subject to the Demolition requirements in *Section 9.6.5.1.2*) and ordinary maintenance or repair that does not involve changes in materials or exterior design or appearance are not

included in this definition. As used herein, the term Alteration also includes rehabilitation or “the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.”<sup>2</sup>

“New Construction” is defined here as the addition of a new building or structure. “Demolition” is defined here as the demolition or destruction of the entirety of a building, structure, site or historic landscape feature.

#### **9.6.5.1 Applications for Historic Resources**

##### **9.6.5.1.1 Alteration**

Alteration of historic resources within the Historic District requires design review and approval. All applications for Alterations within the Historic District shall be submitted to the City Planning Department and shall contain the following information:

- Name, signature, and address of the applicant and of all persons owning any interest in the property included in the application.
- Location of the subject property (address or vicinity).
- Legal description of property.
- Specific Plan land use district designation(s) of the property.
- Description of the proposed facility or use, including architectural

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<sup>2</sup>National Park Service, Secretary of the Interior’s Standards for the Treatment of Historic Properties With Guidelines for Rehabilitating, Restoring, and Reconstructing Historic Buildings, (62) 1995.



and site development drawings to scale.

- Written statement describing the request and explaining how each of the required findings can be made.
- Such other forms and documents as are necessary to determine conformance with the provisions of the Specific Plan.

Upon submittal of a complete application, if the Planning Director deems that the proposed Alteration is in substantial conformance with the City's General Plan (including the Alameda Point Community Plan), this Specific Plan and the HRDG, the Planning Director shall approve the application. If the Planning Director concludes that an Alteration is not in substantial conformance with the HRDG and the City's General Plan and this Specific Plan, the Director shall, within thirty (30) days of the date the application is deemed complete, refer the matter to the Historical Advisory Board (HAB) for recommendation to the Planning Board. HAB shall set the matter for a public meeting to be held within forty-five (45) days following the date of the referral from the Planning Director and, based on the findings set forth below, shall recommend that the application be approved, conditionally approved or denied. Notwithstanding Alameda Municipal Code section 13-21.3, HAB shall transmit its recommendation to the Planning Board on the next business day following the public hearing. The matter shall be set for public hearing at the next available regularly scheduled meeting of the Planning Board but in all cases shall be heard within fifty (50) days after the Planning Board receives the HAB's recommendation. The Planning Board shall have discretion to approve, conditionally approve or deny the application; provided that the Planning Board shall approve the application if

it can make the findings below.

#### **ALTERATION FINDINGS**

1. Approval of the application is substantially consistent with the General Plan and the Alameda Point Specific Plan; and
2. The proposed Alteration is (i) substantially consistent with the HRDG or the Secretary of Interior's Standards or (ii) one or more of the following findings can be made:
  - a. The resource is noncontributing or the resource no longer meets local, state or national criteria as an historic resource.
  - b. The resource no longer exhibits the distinctive features, finishes and construction techniques or examples of craftsmanship that characterize an architectural style or historic property.
  - c. The resource has been substantially damaged by fire, earthquake, flood or other Act of God.
  - d. The resource has become a detriment to the community and the condition making the resource a detriment to the community cannot be readily cured.
  - e. Alteration that does not conform to the HRDG is necessary in the interest of public health, safety or general welfare.
  - f. Ordinary maintenance or repair involves a change in design, material or appearance such that the resource can no longer convey its historic significance.
  - g. For Alterations within the AP-PMU, the Alteration is reasonably required in order to provide utility services,

flood protection or other subdivision map act required improvements to the Project; or for Alterations outside of the AP-PMU, the applicant has determined that the Alteration is required in order to provide utility services, flood protection or other subdivision map act required improvements to the Project.

- h. Physical constraints, such as geotechnical, flooding or other environmental conditions render Alteration in accordance with the HRDG impracticable.
- i. Alteration conforming with the HRDG is not economically viable applying reasonable investor criteria (e.g., the investor will not receive a reasonable rate of return or cost to rehabilitate cannot be recovered through market-rate lease or sale) after taking into account the available preservation incentives described in *Section 9.6.3* of this Specific Plan.
- j. The resource is located outside the AP-PMU and the proposed Alteration will allow for a use permitted or conditionally permitted by the Specific Plan.
- k. The resource is located outside the AP-PMU and the proposed Alteration is reasonably required in order to implement the goals and objectives of this Specific Plan or to carry out Public Trust, USFWS or NMFS or other State or federal law objectives or requirements.

The determination of the Planning Board may be appealed to the City

Council per Alameda Municipal Code section 30-25. If appealed, the City Council shall have discretion to approve, conditionally approve or deny the application; provided that the City Council shall approve the application if it can make the findings set forth above with respect to the application for Alteration.

In no event may the HAB, Planning Board or City Council insert any condition of approval that would restrict the applicant from using federal historic tax credits for rehabilitation of historic resources without the consent of the applicant. Incentives for reuse shall be provided consistent with *Section 9.6.3* above.

#### **9.6.5.1.2 Demolition**

Demolition of historic resources that have been or shall be approved for demolition by the Consultation Agreement or that are located outside of the AP-PMU is permitted by right. The application shall be submitted to the Building Department for issuance of the demolition permit. Demolition of historic landscape features within the AP-PMU that are diseased or present a danger to public health safety and welfare do not require a permit and may be removed by right upon provision of a written report to the Planning Director detailing the intended removal.

Except as provided above, applications for Demolition of historic resources within the AP-PMU shall be submitted to the City Planning Department and shall contain the following information:

- Name, signature, and address of the applicant and of all persons owning any interest in the property included in the application.
- Location of the subject property (address or vicinity).
- Legal description of property.
- Specific Plan land use district designation(s) of the property.
- Written statement describing the request and explaining how each of the required findings can be made.
- Demolition Plans.

Within 30 days of receipt of a complete application for demolition of historic resources within the AP-PMU, the Planning Director shall forward the application for public hearing before the Planning Board. The Planning Board shall set the matter for public hearing at the next regularly scheduled hearing of the Planning Board and within fifty (50) days after the Planning Board receives the application. Based on the findings set forth below, the Planning Board shall recommend that the application be approved, conditionally approved or denied. The Planning Board shall have discretion to approve, conditionally approve or deny the application; provided that the Planning Board shall approve the application if it can make the findings below:

#### DEMOLITION FINDINGS

1. Approval of the application is substantially consistent with the General Plan and the Alameda Point Specific Plan; and
2. One or more of the following findings can be made:
  - a. The resource no longer exhibits the distinctive features, finishes and construction techniques or examples of craftsmanship that characterize an architectural style or historic property such that the resource no longer meets local, state or national criteria as an historic resource.
  - b. The resource has been substantially damaged by fire, earthquake, flood or other Act of God.
  - c. The resource has become a detriment to the community and the condition making the resource a detriment to the community cannot be readily cured.
  - d. Demolition is necessary in the interest of public health, safety or general welfare.
  - e. Ordinary maintenance or repair involves a change in design, material or appearance such that the resource can no longer convey its historic significance.
  - f. For Demolitions within the AP-PMU, the Demolition is reasonably required in order to provide utility services, flood protection or other Subdivision Map Act required improvements to the Project.
  - g. Physical constraints, such as geotechnical, flooding or other environmental conditions, render rehabilitation impracticable.
  - h. Alteration conforming to the HRDG is not economically viable applying reasonable investor criteria (e.g., the investor will not receive a reasonable rate of return or cost

to rehabilitate cannot be recovered through market-rate lease or sale) after taking into account preservation incentives described in *Section 9.6.3* of this Specific Plan.

The determination of the Planning Board may be appealed to the City Council per Alameda Municipal Code section 30-25. If appealed, the City Council shall have discretion to approve, conditionally approve or deny the application; provided that the City Council shall approve the application if it can make the findings set forth above with respect to the application for Demolition.

#### **9.6.5.2 Applications for Non-Historic Resources**

##### **9.6.5.2.1 Alteration**

Alteration of non-contributing resources inside the AP-PMU requires design review and approval in accordance with the process and timing set forth in *Section 9.6.5.1.1* above. Outside the AP-PMU, Alteration of non-contributing historic resources requires design review and approval in accordance with the process set forth in *Section 9.5.2* above.

##### **9.6.5.2.2 Demolition**

Demolition of non-contributing resources is permitted by right. The demolition application shall be submitted to the Building Department for issuance of a demolition permit.

#### **9.6.5.3 Applications for New Construction**

##### **9.6.5.3.1 Application for New Construction in the AP-PMU**

Within the AP-PMU, each application for New Construction requires design review and approval in accordance with the Pattern Book. In addition, new construction shall be reviewed for compatibility with historic resources under the HRDG. All applications for New Construction within the AP-PMU shall be submitted to the City Planning Department and shall contain the following information:

1. Name, signature, and address of the applicant and of all persons owning any interest in the property included in the application.
2. Location of the subject property (address or vicinity).
3. Legal description of property.
4. Specific Plan land use district designation(s) of the property.
5. Description of the proposed facility or use, including architectural and site development drawings to scale.
6. Written statement describing the request and explaining how each of the required findings can be made.
7. Such other forms and documents as are necessary to determine conformance with the provisions of the Specific Plan.

Upon submittal of a complete application, if the Planning Director deems that the proposed New Construction is in substantial conformance with Pattern Book and the HRDG, the Director shall approve the application and issue

a decision within thirty (30) days of the date the application was deemed complete. If the Planning Director concludes that the proposed New Construction is not in substantial conformance with the Pattern Book and the HRDG, the Director shall, within thirty (30) days of the date the application is deemed complete, refer the matter to the Historical Advisory Board (HAB) for recommendation to the Planning Board. HAB shall set the matter for a public meeting within forty-five (45) days following the date of the referral from the Planning Director and, based on the findings set forth below, shall recommend that the application be approved, conditionally approved or denied. HAB shall transmit its recommendation to the Planning Board on the next business day following the public hearing. The matter shall be set for public hearing at the next available regularly scheduled meeting of the Planning Board within fifty (50) days after the Planning Board receives the HAB's recommendation. The Planning Board shall have discretion to approve, conditionally approve or deny the application; provided that the Planning Board shall approve the application if it can make the findings below.

#### **NEW CONSTRUCTION FINDINGS**

1. Approval of the application is substantially consistent with the Alameda General Plan and this Specific Plan; and
2. One or more of the following findings can be made:
  - » New Construction conforms to the HRDG or New Construction that does not conform with the HRDG is necessary in the interest of public health, safety or general welfare.

- » Physical constraints, such as geotechnical, flooding or other environmental conditions, render New Construction in accordance with the HRDG impracticable.
- » New Construction that does not conform to the HRDG is reasonably required to implement the requirements of other State or federal objectives or requirements.

#### **9.6.5.3.2 Application for New Construction outside the AP-PMU**

Outside the AP-PMU, applications for New Construction require design review and approval in accordance with the Pattern Book pursuant to the process set forth in *Section 9.5.2*.

### **9.7 DENSITY BONUS**

When an applicant seeks a density bonus for a housing development within the Plan Area, the City shall provide the applicant with incentives or concessions for the production of housing units and child care facilities as described in Government Code section 65915.



## 9.8 AMENDMENTS TO THE SPECIFIC PLAN

This Specific Plan is being adopted by the voters of the City of Alameda.

This Specific Plan may only be amended in accordance with the Alameda Point Revitalization Initiative.

Conformance Determinations are not amendments and may be approved by the City's Planning Director, Planning Board or City Council, as described below in *Section 9.9*.

## 9.9 CONFORMANCE DETERMINATIONS

### 9.9.1 Purpose

The purpose of a Conformance Determination is to determine whether a proposed development or use that constitutes a minor variation from Specific Plan provisions is consistent with the Specific Plan and may proceed without an amendment to the Specific Plan. A proposed minor variation shall be found consistent if it substantially conforms to the standards, regulations, and guidelines of the Specific Plan, the Alameda Point Community Plan and the General Plan. Where appropriate, a Conformance Determination may be combined with a Use Permit. An application for a Conformance Determination shall be a quasi-adjudicative approval filed in accordance with the procedures set forth below. The Permit Streamlining Act, Government Code section 65920 et seq., shall apply to applications for Conformance Determinations.

Minor variations may be approved for a proposed development or use for the following aspects of the Specific Plan:

1. Allowance of a use not listed in *Table 3-2: Permitted Uses by Land Use Category*, if the proposed use, and proposed size and intensity of the proposed use, does not adversely affect other uses permitted in the applicable land use district described in *Chapter 3: Land Use*.
2. Minor changes in the size and location of public facilities, but no net reduction in City-owned lands designated for public park purposes and/or recreational uses and opened to the public for public park purposes and/or recreational uses.
3. Modifications to the Pattern Book or the HRDG.
4. Transfer of residential unit density from one or more designated areas to other areas, provided that (i) the overall total number of residential units permitted by this Specific Plan is not exceeded, and (ii) no more than twenty percent (20%) of the maximum number of residential units permitted within a land use district shown on *Figure: 3-1 Land Use* is transferred to another land use district.
5. Changes to numbers or letters establishing or referencing text sections or figures, including references to state laws or Alameda Municipal Code sections, or interpretations of Specific Plan text to clarify clerical or other similar errors.
6. Increases in maximum FAR pursuant to *Table 7-1: Development Standards*.
7. Modifications to street routes and locations, travel lane width, curb types, curb radii, and sidewalk and verge locations and sizes. These modifications also require the review of the application by the Fire Department and City's Department of Public Works.

8. Modifications to the park and public space designs adopted in the Pattern Book. These modifications also require review of the application by the City Parks Department.
9. Transfers of employment-generating use density from one or more areas to other areas, so long as (i) no more than twenty percent (20%) of development square footage from one area is transferred to another area and (ii) such variations shall not result in an increase of the total square footage identified for that use in the Specific Plan.
10. Transfers of land use designations from one area within Alameda Point to another area, so long as such changes do not require a subsequent or supplemental environmental impact report pursuant to Public Resources Code section 21166.
11. Minor adjustments in the boundaries of the land use designations illustrated in Figure 3-1: Land Use. Boundary changes that result in an increase or reduction of less than twenty percent (20%) of the land area of the land use designation as shown on Figure 3-1 shall be deemed a minor variation, so long as such changes do not require a subsequent or supplemental environmental impact report pursuant to Public Resources Code section 21166.
12. Variations from the signage requirements of the Alameda Municipal Code.
13. Transfers of parking rights pursuant to *Table 7-3: Parking Standards*.
14. Minor deviations from *Table 7-1: Development Standards* that result in development consistent with the Project's intent to create a pedestrian friendly environment.

Variations from the planned Land Use Program, including transfers of housing units or employment-generating density, may require mitigation of

potential adverse impacts such as utility infrastructure capacity, traffic or parking. Transfer of development intensity and land uses as provided for in this section, as well as minor adjustments to the boundaries of the land use designations, are intended to provide flexibility in the implementation of the Specific Plan.

### 9.9.2 Appropriate Authority

The Planning Director is the "Appropriate Authority" to hear and decide applications for a Conformance Determination as provided in this *Section 9.9*. Notwithstanding the foregoing, the Planning Director shall have the discretion to refer an application for a Conformance Determination to the Planning Board for a noticed public hearing and determination. In such case, the Planning Board shall become the "Appropriate Authority." If the Conformance Determination is combined with a Use Permit, the decision-making body for the Use Permit shall be the same decision-making body for the Conformance Determination.

### 9.9.3 Submittal Requirements

All applications for a Conformance Determination shall contain the following information in addition to any standard permit application requirements required by the Alameda Municipal Code:

1. Name, signature, and address of the applicant and of all persons owning any interest in the property included in the application.
2. Location of the subject property (address or vicinity).
3. Legal description of property.
4. Specific Plan land use district designation(s) on the property.

5. Description of the proposed facility or use.
6. Written statement describing the request and explaining how each of the required findings can be made.
7. Such other forms and documents as are necessary to determine conformance with the provisions of the Specific Plan.
8. If appropriate, a site plan illustrating the use, development, structure(s), building(s), or modification(s) of standards, as applicable. Site plans must be drawn to a scale satisfactory to and in the number of copies prescribed by the Appropriate Authority.

#### **9.9.4 Required Findings**

The Appropriate Authority, acting upon any Conformance Determination request as provided in this section, shall approve, approve with conditions, or deny the request based on findings as specified below. In order to approve a proposed development or use, the Appropriate Authority must make all of the following findings for the development or use, as proposed or subject to specified conditions:

1. If the proposed development or use varies from the Specific Plan, such variation is minor in nature.
2. The development or use is substantially consistent with the general plan, Alameda Point Community Plan, Specific Plan and substantially conforms to the standards, regulations, and guidelines of the Specific Plan and other applicable City ordinances.
3. The development or use will not adversely affect public health, safety, or welfare.

#### **9.9.5 Public Hearings**

The Planning Director shall have the discretion to hold a public hearing regarding the Conformance Determination. If the determination is referred to the Planning Board, a public hearing shall be conducted.

#### **9.9.6 Time Limit**

If the Planning Director is the "Appropriate Authority," the Planning Director or his or her designee shall act on an application for a Conformance Determination within 60 days from the date of receipt of an application and all required submittals. If the Planning Director refers the matter to the Planning Board as the "Appropriate Authority," the Planning Board will publish notice of its public hearing within sixty (60) days from the date of receipt of an application and all required submittals. Any public hearing shall commence within thirty (30) days from the date of publication of the notice.

#### **9.9.7 Appeals**

The applicant, a member of the public, or a member of the City Council may appeal the decision of the Appropriate Authority by filing a notice of appeal with the Planning Director within ten (10) days after the decision of the Appropriate Authority. Appeals of the Planning Board's decisions, acting as the Appropriate Authority or as a reviewing body of the decision of the Planning Director pursuant to this section, may also be taken to the City Council. Appeals shall be subject to section 30-25 of the Alameda Municipal Code. Persons requesting an appeal shall pay a fee to the City in an amount necessary to recover the City's costs of processing the appeal.

## 9.10 HEARING NOTICE

Any public hearing required by this Chapter shall be noticed in the manner provided in the City's Zoning Ordinance and, if applicable, Government Code section 65091. The City shall notify the applicant and any interested parties of the final action taken on the application by first class mail.

## 9.11 MATTERS OF INTERPRETATION

Every effort has been made to provide policies and regulations that are clear; however, interpretations will be necessary when specific and unusual circumstances arise. The Planning Director is responsible for interpretation of the Specific Plan.

If any situation arises in the implementation of the Specific Plan that is not addressed by specific site development regulations, or, if an issue, condition, or situation arises that is not clearly addressed in the Specific Plan, the Planning Director shall provide an interpretation based on such City goals, policies, plans, ordinances and requirements as are most closely related to the subject matter of the issue or situation to be interpreted.

The approved Specific Plan is intended to be interpreted and applied in favor of the purposes and intent of this Specific Plan and the Alameda Point Revitalization Initiative. If the Director nevertheless determines that a conflict exists between the Specific Plan and the Alameda Municipal Code, the provisions of the Specific Plan shall take precedence.

Administrative interpretations of the Planning Director pursuant to this *Section 9.11* may be appealed by the applicant to the Planning Board.

## 9.12 SEVERABILITY

If any provision of this Specific Plan is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this Specific Plan which can be implemented without the invalid provision, and, to this end, the provisions of this Specific Plan are declared to be severable.

## 9.13 SPECIFIC PLAN COMPLIANCE AND ENFORCEMENT

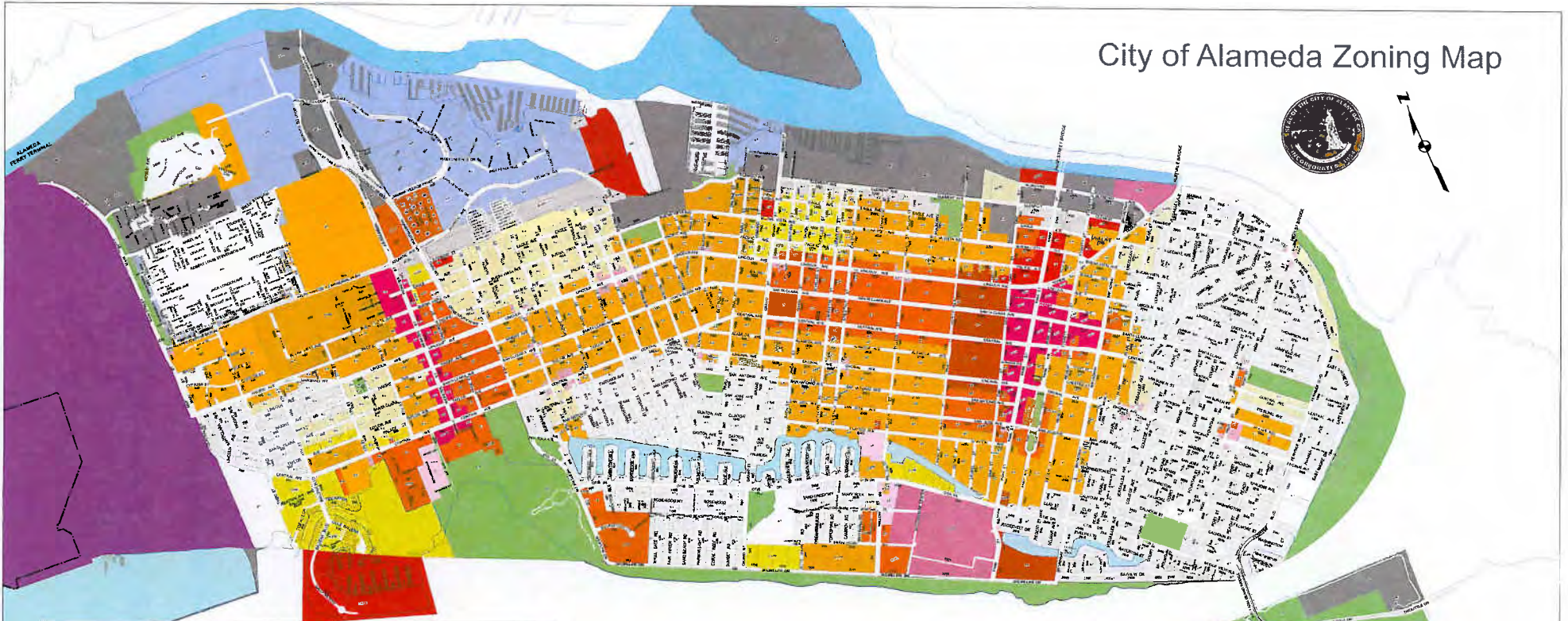
No building permit, grading permit, land use discretionary permit, or other permit for a land use subject to the provisions of the Specific Plan may be approved if it is found to be inconsistent with the Specific Plan.

The Planning Director is responsible for enforcing the provisions of the City's Zoning Ordinance and the Specific Plan. The regulatory elements of the Specific Plan are enforceable pursuant to the enforcement requirements of the Alameda Municipal Code.

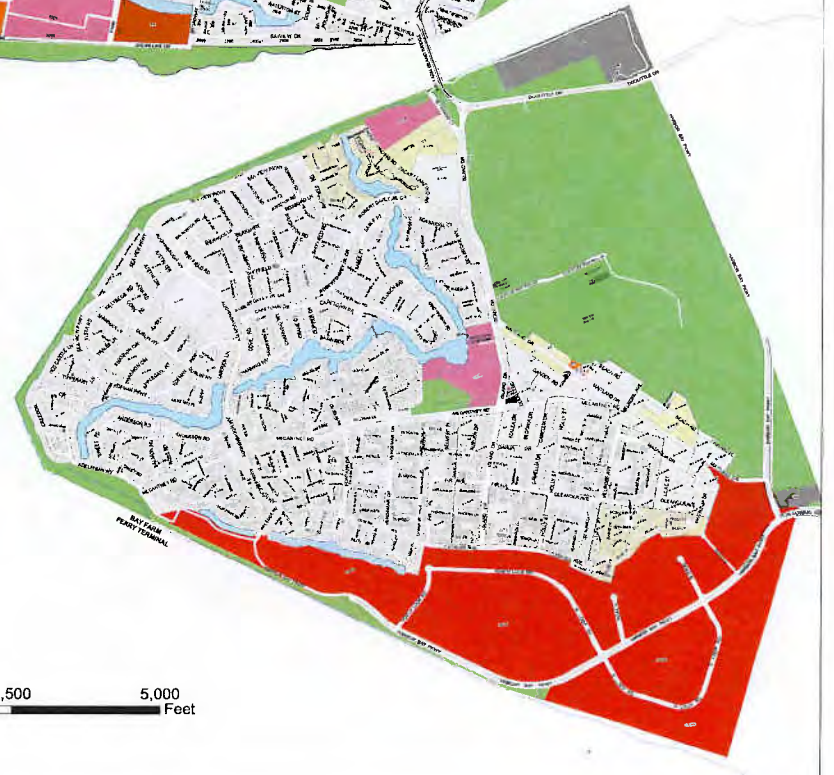
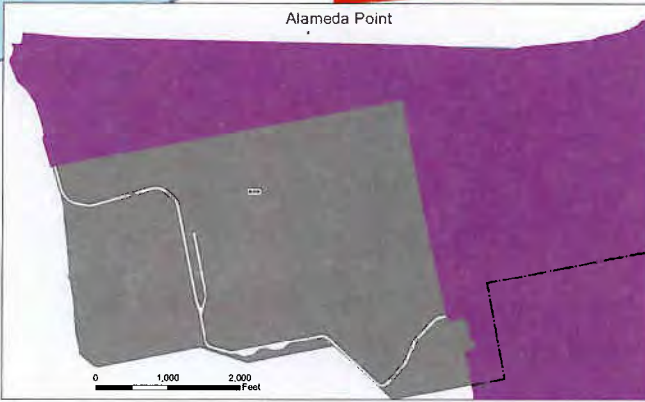
# EXHIBIT E



# City of Alameda Zoning Map



Alameda Point



## Zoning

<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	
R-1 ONE FAMILY RESIDENTIAL	A-P ADMINISTRATIVE PROFESSIONAL	M-1 INTERMEDIATE INDUSTRIAL	A AGRICULTURAL DISTRICT
R-2 TWO FAMILY RESIDENTIAL	C-1 NEIGHBORHOOD BUSINESS	M-2 GENERAL INDUSTRIAL	B BUILDING SITE DISTRICT
R-3 GARDEN RESIDENTIAL	C-2 CENTRAL BUSINESS	<b>Special Zones</b>	H HEIGHT DISTRICT
R-4 NEIGHBORHOOD RESIDENTIAL	C-C COMMUNITY COMMERCIAL	M-X MIXED USE PLANNED DEVELOPMENT	Y YARD DISTRICT
R-5 GENERAL RESIDENTIAL	C-M COMMERCIAL MANUFACTURING	E ESTUARY	G GOVERNMENT COMBINING
R-6 HOTEL RESIDENTIAL		O OPEN SPACE	
		PD PLANNED DEVELOPMENT OVERLAY	
		AP-SP ALAMEDA POINT SPECIFIC PLAN	

# EXHIBIT F

## **Exhibit F: Development Agreement**

### **DEVELOPMENT AGREEMENT (Alameda Point Redevelopment Project)**

THIS DEVELOPMENT AGREEMENT (Alameda Point Redevelopment Project) (the "Development Agreement") is made and entered on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Alameda, a municipal corporation (the "City"), and [*a person other than a governmental entity having a legal or equitable interest in the real property more particularly described in Exhibit 1 and depicted in Exhibit 2 attached hereto*] (the "Developer"), pursuant to the authority of California Government Code sections 65864 *et seq.* ("Development Agreement Statute"). City and Developer are referred to individually as a "Party," and collectively as the "Parties."

#### **RECITALS**

This Development Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties.

A. The United States of America, acting by and through the Department of the Navy ("Navy"), is the owner of the real property located within the City of Alameda commonly referred to as the former Alameda Naval Air Station ("NAS Alameda"), which was closed as a military installation and is subject to disposal pursuant to and in accordance with the Defense Base Closure and Realignment Act of 1991, as amended (Pub. Law No. 101-510). The property that is the subject of this Development Agreement is a portion of the former NAS Alameda, consisting of approximately 918 acres of uplands and 166 acres of submerged lands as described in Exhibit 1 and depicted in Exhibit 2 (the "Property").

B. In accordance with procedures established under federal and California state law governing the planning, disposition and reuse of closed military bases, the Alameda Reuse and Redevelopment Authority ("ARRA") adopted the Alameda Point Community Reuse Plan on January 31, 1996, with subsequent amendments in 1997 and on March 4, 2009 (collectively and as amended from time to time, the "Community Reuse Plan"). In October 1999, the Navy issued a Final Environmental Impact Statement for the Disposal and Reuse of Naval Air Station Alameda and the Fleet and Industrial Supply Center, Alameda Annex and Facility. The Record of Decision regarding the disposal and reuse was issued by the Navy on February 29, 2000. The Navy and the ARRA entered into a Lease in Furtherance of Conveyance dated June 6, 2000, as amended by that certain Amendment No. 1 to the Lease in Furtherance of Conveyance dated November 28, 2000 and that certain Amendment No. 2 to the Lease in Furtherance of Conveyance dated March 4, 2009 (as amended from time to time, the "LIFO"). The Navy and the ARRA are also parties to that certain No Cost Economic Development Conveyance Memorandum of Agreement dated June 6, 2000, as amended (the "EDC MOA"). Pursuant to the EDC MOA, the Navy agrees to convey to ARRA fee simple title to certain lands of the former NAS Alameda, including, without limitation, the Property. After the Navy conveys the Property to the ARRA pursuant to the EDC MOA, it is expected that the ARRA will convey portions of the Property to the Developer pursuant to a disposition and development agreement or other contract (the "DDA").

C. The Property consists of lands that will be conveyed in fee simple to the Developer as well as other lands that will be leased to the Developer. Portions of the Property



## Exhibit F: Development Agreement

are subject to the Naval Air Station Alameda Public Trust Exchange Act (the "Exchange Act"). Under the terms of the Exchange Act, the City and/or the ARRA will be the public trust administrator for certain lands granted to the City by the State of California pursuant to the Exchange Act. The lands described in the Exchange Act after the consummation of the land exchanges described therein are defined in this Development Agreement as the "Public Trust Lands." The Navy currently owns the Public Trust Lands and, upon their release from federal ownership under the terms of the EDC MOA, the Navy will convey the Public Trust Lands to the ARRA. After completing any other necessary procedures required by the California State Lands Commission pursuant to the terms of the Exchange Act, the ARRA is expected to lease portions of the Public Trust Lands in the Property to the Developer pursuant to the DDA.

D. On March 3, 1998, the City approved and adopted the Alameda Point Community Improvement Plan (the "APIP"), a redevelopment plan covering the Property pursuant to the Community Redevelopment Law of the State of California (Health & Safety Code sections 33000 *et seq.*), for the benefit of the Community Improvement Commission of the City of Alameda, a public body corporate and politic (the "CIC"), acting as the redevelopment agency pursuant to California redevelopment law. It is expected that the CIC will enter into the DDA between the ARRA and the Developer, or will enter into a separate written agreement with the Developer, governing among other things: (i) phasing and build out requirements for the Developer's development program, (ii) financing commitments by the CIC to the Developer, (iii) compliance with the California Environmental Quality Act, Public Resources Code sections 21000 *et seq.* ("CEQA"), (iv) Developer's provision of public benefits, and (v) Developer's financing plan and financial assurances, and timing and sequence of development.

E. To provide land use controls over this important area, a citizen's charter amendment and initiative entitled the Alameda Point Revitalization Initiative (the "Initiative") was circulated to affirm the planning vision for the Property. The Initiative includes: (1) an amendment to Article XXVI of the Charter of the City of Alameda, California, to permit construction of multifamily dwellings at the Property, (2) General Plan amendments including the adoption of a Community Plan for the Property, (3) adoption of a new Alameda Point Specific Plan that describes and regulates development of a transit-oriented, mixed-use residential, commercial/retail and open space project at Alameda Point (the "Alameda Point Project"), (4) zoning ordinance amendments to adopt a new "Alameda Point Specific Plan" zoning district for the Property, and (5) the implementing ordinance and procedures for the City's execution, acknowledgement, and recordation of this Development Agreement. The date that the Initiative was submitted for a vote of the voters is referred to herein as the "Election Date." The date that the Initiative becomes effective pursuant to Elections Code Section 9217 is referred to herein as the "Effective Date." The approved charter amendment, General Plan amendments, Community Plan, Specific Plan adoption, rezoning and this Development Agreement are referred to herein as the "Initiative Approvals."

F. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted sections 65864 *et seq.* of the Government Code (the "Development Agreement Legislation"). To implement the voters' intent to encourage private investment in a blighted area of the City, to increase the speed of redevelopment of the former NAS Alameda west of Main Street which has been closed since 1997 without new development, and to ensure that the City will receive certain public benefits from the Developer

## Exhibit F: Development Agreement

in exchange for establishing certain development rights in the Property, the voters of the City of Alameda enacted Section 8 of the Initiative, which adopts this Development Agreement, the City and any person having a legal or equitable interest in the Property on the Effective Date that is not a public entity to enter into a binding, long-term agreement in the form of this Development Agreement.

G. The provisions of this Development Agreement and its purposes are consistent with the goals, policies, standards and land use designations specified in the General Plan, as amended by the Initiative Approvals, and the Alameda Point Specific Plan.

H. The Alameda Point Project would provide significant public benefits to the City, including providing a range of housing types (including affordable housing), retail and commercial opportunities, a sports complex, as well as park and open space, regional transit, and municipal services improvements, including a branch library and fire station upgrades. The Alameda Point Project achieves the City's objective of encouraging a sustainable, transit-oriented development that incorporates environmentally sensitive and sustainable practices. This Development Agreement will encourage planning for, investment in and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment and tax benefits, housing, and other public benefits to City, and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Legislation and the Initiative were enacted.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

### AGREEMENT

#### **Article 1      General Provisions.**

1.1 Description of Property. The real property which is the subject of this Development Agreement is described in the attached Exhibit 1 and depicted in Exhibit 2.

1.2 Effective Date. This Development Agreement shall be signed and acknowledged by the City, by and through its City Manager, and the Developer in accordance with Section 8 of the Initiative. Pursuant to Government Code section 65868.5, the clerk of the City shall record with the Alameda County Clerk-Recorder a fully executed and acknowledged copy of this Development Agreement. The Term shall commence from and after the date of recordation of this Development Agreement (the "Effective Date"). The Alameda Point Project shall be subject to the Applicable Rules (as defined in Section 2.2 below), the Vested Elements (as defined in Section 2.3 below) in effect as of the Election Date and the Exactions (as defined in Section 2.11.3 below) that are permitted by this Development Agreement. Any changes to the Applicable Rules or the Vested Elements or Exactions that occur after the Election Date shall not be applicable to the Alameda Point Project, except as explicitly permitted by this Development Agreement.

1.3 Term. The term of this Development Agreement shall commence on the Effective Date and terminate twenty-five (25) years thereafter (the "Term"), unless extended or earlier terminated as provided in this Development Agreement. The Term has been established



## **Exhibit F: Development Agreement**

by the Parties as a reasonable estimate of the time required to develop the Alameda Point Project and obtain the public benefits of the Project.

1.3.1 Term Extension Due to the Phased Transfer of the Property. The Term of this Development Agreement shall be extended by any period of time during which the ARRA's conveyance of fee title or granting of a leasehold estate in all or a portion of the Property to Developer (such interest in all or a portion of the Property, a "Parcel") is delayed beyond the anticipated delivery dates established under the DDA. If there is such a delay, the Term shall be extended as to the Parcel that is so delayed by a period, commencing from the date of anticipated conveyance under the DDA and ending on the date of actual conveyance or lease of the Parcel to Developer. If, after acquiring a fee simple or leasehold interest in a Parcel, the Developer cannot feasibly develop the Parcel consistent with the Vested Elements without Developer's holding fee simple title or a leasehold estate in another adjacent Parcel which has not yet been conveyed to Developer, the Term shall be extended for the former Parcel until the latter Parcel has been transferred to Developer.

1.3.2 Term Extension Due to Environmental Remediation. The Term of this Development Agreement shall be extended by any period of time during which Developer is prohibited from developing all or a portion of the Property consistent with the Vested Elements because of a requirement under applicable hazardous materials laws to obtain a "no further action" letter, clearance letter or other similar letter or certificate (a "Clearance Certificate") issued by the applicable governmental authority, confirming remediation or response action necessary to investigate and/or remediate any release of hazardous materials that occurred or began occurring on or before the applicable portion of the Property was conveyed, transferred or leased to the Developer. If there is such a prohibition on development, the Term shall be extended as to the Parcel that is subject to the prohibition, commencing on the date of conveyance to Developer and ending on the date a Clearance Certificate is received by Developer permitting Developer to commence construction on the Parcel consistent with the Vested Elements. If development of a Parcel consistent with the Vested Elements is not feasible because another adjacent Parcel is subject to a prohibition on development without a Clearance Certificate being issued, the Term shall be extended for the dependent Parcel until the Developer receives a Clearance Certificate for the Parcel on which the former Parcel's development depends.

### **Article 2      Development of the Property.**

2.1 Project Development. Subject to the provisions of this Development Agreement, Developer shall have the vested right to develop the Alameda Point Project on the Property in accordance with the Vested Elements. Developer shall be entitled to all the rights under this Development Agreement during any time period in which it holds a legal or equitable interest in the Property.

2.2 Applicable Rules. The "Applicable Rules" as defined in this Development Agreement are:

2.2.1 The City Charter of the City of Alameda on the Election Date, as modified by the Initiative Approvals (the "Charter");

## Exhibit F: Development Agreement

2.2.2 The General Plan of the City on the Election Date, including the new Alameda Point Community Plan and other modifications made by the Initiative Approvals (the "General Plan");

2.2.3 The Alameda Point Specific Plan (the "Specific Plan");

2.2.4 The Zoning Ordinance (i.e., Chapter XXX of the Alameda Municipal Code) of the City on the Election Date, as modified by the Initiative Approvals (the "Applicable Zoning Ordinance");

2.2.5 All other provisions of the Alameda Municipal Code and other rules, regulations, ordinances and policies of City applicable to development of the Property on the Election Date, as the same may be modified by the Initiative Approvals.

2.3 Vested Elements. The permitted uses of the Property, the maximum density and number of residential units, the intensity of use of the Property, the maximum height, bulk and size of the proposed buildings, and other terms and conditions of development applicable to the Property, shall be as set forth in the Applicable Rules and this Development Agreement, as they may be amended from time to time upon Developer's consent (such consent to be granted at the sole discretion of Developer) and City's approval of (i) any Subsequent Approvals (as defined in Section 2.5) adopted pursuant to Section 2.6 or (ii) any future amendments in accordance with Section 6.3 of this Development Agreement (the "Vested Elements"). The Vested Elements are hereby vested in Developer, subject to, and as provided in, the provisions of this Development Agreement. City hereby agrees to be bound with respect to the Vested Elements, subject to Developer's compliance with the terms and conditions of this Development Agreement. The intent of this Section 2.3 is to cause all development rights which may be required to develop the Alameda Point Project in accordance with the Applicable Rules and this Development Agreement to be deemed vested in Developer.

### 2.4 Effect of Vested Elements and Applicable Rules.

2.4.1 Environmental Review. Nothing herein is deemed to waive the obligation of the City to comply with the California Environmental Quality Act, Public Resources Code sections 21000 *et seq.* ("CEQA") with respect to the Subsequent Approvals. Prior to City's approval of its first discretionary Subsequent Approval, an environmental document for the whole of the Project shall be prepared and certified in accordance with CEQA.

2.4.2 Governing Rules. Except as otherwise explicitly provided in this Development Agreement, development of the Property shall be subject to the Applicable Rules. Developer and the City will prepare two (2) sets of the Applicable Rules, one (1) set for City and one (1) set for Developer, within thirty (30) days after the Effective Date of this Development Agreement. If it becomes necessary in the future to refer to any of the Applicable Rules, the contents of these sets are presumed for all purposes of this Development Agreement, absent clear clerical error or similar mistake, to constitute the Applicable Rules.

2.4.3 Changes in State or Federal Laws. A change in the Applicable Rules which conflicts with the Vested Elements shall nonetheless apply to the Property if such change is required by applicable federal and state laws or regulations ("Federal Law" and "State Law"). In the event of the application of such a change in law or regulation, the Parties shall meet in

## Exhibit F: Development Agreement

good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Development Agreement and the Vested Elements. Following the meeting between the Parties, the provisions of this Development Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with such new Federal Law or State Law. In such an event, this Development Agreement together with any required modifications shall continue in full force and effect. In the event that the change in Federal Law or State Law operates to frustrate irremediably and materially the vesting of development rights to the Alameda Point Project as set forth in this Development Agreement, Developer may terminate this Development Agreement. In addition, Developer shall have the right to challenge (by any method, including litigation) the State Law or Federal Law preventing compliance with, or performance of, the terms of this Development Agreement and, in the event that such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect, unless the Parties mutually agree in writing otherwise, except that if the Term of this Development Agreement would otherwise terminate during the period of any such challenge, the Term shall be extended for the period of any such challenge.

2.4.4 Expansion of Development Rights. If any future local law or regulation, State Law or Federal Law expands, extends, enlarges or broadens Developer's rights to develop the Alameda Point Project, then, (a) if such law is mandatory, the provisions of this Development Agreement shall be modified as may be necessary to comply or conform with such new law, and (b) if such law is permissive, the provisions of this Development Agreement shall be modified, upon the mutual agreement of Developer and City, as may be necessary to comply or conform with such new law. Immediately after enactment of any such new law, the Parties shall meet and confer in good faith for a period not exceeding sixty (60) days (unless such period is extended by mutual written consent of the Parties) to prepare such modification. Developer shall have the right to challenge City's refusal to apply any new law mandating expansion of Developer's rights under this Development Agreement, and in the event such challenge is successful, this Development Agreement shall be modified to comply with, or conform to, the new law.

2.4.5 Conflicts. In the event of an irreconcilable conflict between the provisions of the Initiative Approvals (on the one hand) and other provisions of the Applicable Rules (on the other hand), the provisions of the Initiative Approvals shall apply. In the event of a conflict between the Applicable Rules (on the one hand) and this Development Agreement, in particular (on the other hand), the provisions of this Development Agreement shall control.

2.5 Subsequent Approvals. The City and the Developer anticipate that subsequent to the Effective Date, Developer will seek from City certain other implementing non-legislative project level land use approvals, entitlements, and permits that are necessary or desirable for the Project (the "Subsequent Approvals"). The Subsequent Approvals may include, without limitation, tentative maps, vesting tentative maps, parcel maps, final maps, subdivision approvals, street abandonments, design review approvals, financing plans, improvement agreements, infrastructure agreements, right-of-way permits, lot line adjustments, lot splits, site plans, landscaping plans, sewer and water connection permits, certificates of occupancy, demolition permits, use permits, variances, grading permits, sign permits and programs, transportation demand management programs, encroachment permits, foundation and building

## Exhibit F: Development Agreement

permits, master demolition, infrastructure and grading plan ("MDIGP") and any amendments to the foregoing that are substantially consistent with the Vested Elements.

2.6 Processing Subsequent Approvals. City agrees that it will accept, make completeness determinations, and process, promptly and diligently, all applications for Subsequent Approvals for the Alameda Point Project in accordance with the terms of this Development Agreement and the Applicable Rules unless the Parties agree otherwise in writing. City will use its best efforts to anticipate and communicate to Developer issues and concerns that may arise in connection with any application prior to the application submittal if possible and as early as feasible in the permit process. Developer will use its best efforts to keep City informed of development applications as they mature, and anticipate and communicate issues of mutual concern prior to submittal of permit applications. City agrees that the scope of the review of applications for Subsequent Approvals shall be limited to a review of substantial conformity with the Vested Elements and the Applicable Rules (except as otherwise provided by Section 2.4) and compliance with CEQA. Where such substantial conformity/compliance exists, City shall not deny an application for a Subsequent Approval for the Alameda Point Project. Consistent with the Initiative, unless agreed to by Developer, the City shall not require any further legislative level entitlements to enable Developer to build out the Project.

### 2.7 Life of Subdivision Maps and Subsequent Approvals.

2.7.1 Life of Subdivision Maps. The terms of any tentative map or vesting tentative map in the Alameda Point Project, any amendment or reconfiguration thereto, or any subsequent tentative map or vesting tentative map, shall be automatically extended such that such maps remain in effect for a period of time coterminous with the term of this Development Agreement.

2.7.2 Life of Other Subsequent Approvals. The term of all other Subsequent Approvals (with the exception of building permits) shall be automatically extended such that these approvals remain in effect for a period of time at least as long as the term of this Development Agreement. The terms of building permits for the Project shall be the longer of (i) one (1) year or (ii) the time period permitted by the Applicable Rules.

2.8 Development Timing. Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its business judgment. In particular, and not in any limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the Parties therein to consider, and expressly provide for, the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the desire of the parties hereto to avoid that result. Notwithstanding the adoption of a charter amendment or initiative after the Election Date by City's electorate to the contrary, and in consideration of the Public Benefits promised by Developer in Article 3, the Parties acknowledge that, unless otherwise provided for in this Development Agreement and the DDA, Developer shall have the vested right to develop the Project in such order and at such rate and at such times as Developer deems appropriate in the exercise of its business judgment. To the extent consistent with State Law (and excepting a declaration of a local emergency or state emergency as defined in Government Code section 8558), if any ordinance, resolution or other measure is enacted subsequent to the Effective Date,

## Exhibit F: Development Agreement

whether by action of City, by charter amendment, initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, or a voter-approval requirement which would otherwise affect the timely development of the Alameda Point Project on all or any part of the Property, City agrees that such ordinance, resolution or other measure shall not apply to the Alameda Point Project, the Property, this Development Agreement, the Initiative Approvals, or the Subsequent Approvals, if any, during the Term. Nothing in this Development Agreement limits the discretion of the ARRA, CIC and/or the Developer in establishing in the DDA, or such other contract between the CIC and Developer, certain development and phasing obligations of the Developer.

2.9 No Other Requirements. Nothing in this Development Agreement is intended to create any affirmative development obligations to develop the Alameda Point Project at all or in any particular order or manner, or liability in Developer under this Development Agreement if the development fails to occur. Other agreements among the ARRA and/or the CIC and the Developer will establish obligations regarding development of the Alameda Point Project, and any default under those separate agreements (including failure to develop in accordance with the timing provisions of such agreements) does not constitute a default under this Development Agreement.

2.10 Verification of Water Supply. To the extent any vesting tentative maps or tentative maps approved for the Project would trigger the application of Government Code section 66473.7, the Project shall comply with provisions of Government Code section 66473.7.

### 2.11 Development Fees, Exactions and Conditions.

2.11.1 General. All fees, exactions, dedications, reservations or other impositions to which the Alameda Point Project would be subject, but for this Development Agreement, are referred to in this Development Agreement either as "Processing Fees" (as defined in Section 2.11.2), or "Exactions" (as defined in Section 2.11.3).

2.11.2 Processing Fees. "Processing Fees" means fees, including any Expedited Processing Fees (as defined below), charged to the Alameda Point Project to cover the cost of City review of applications for any permit or other review by City departments. Applications for Subsequent Approvals for the Alameda Point Project shall be charged Processing Fees to allow the City to recover its actual and reasonable costs of processing Subsequent Approvals with respect to the Alameda Point Project. Alternatively, with respect to any element of City review of the Alameda Point Project, Developer may choose, at its sole election, instead to pay City "Expedited Processing Fees" which shall be the then-applicable current Processing Fees applicable throughout City for expedited processing (including the cost of retaining a consultant or extra-hire staff and City's customary overhead costs) and shall not, in any event at any time, be more than Expedited Processing Fees required for similar expedited approvals, permits and entitlements in City.

2.11.3 Exactions. "Exactions" means monetary fees, exactions or impositions, other than taxes or assessments, whether established for or imposed upon the Alameda Point Project individually or as part of a class of projects, that are imposed by the City, the ARRA, and/or CIC on the Alameda Point Project in connection with any of the Applicable Rules (including Subsequent Approvals) as a condition of developing the Alameda Point Project including, but not limited to, any "Fee" as that term is defined by Government Code section



## Exhibit F: Development Agreement

66000(b), in-lieu payments, requirements for acquisition, dedication or reservation of land or the construction or financing of public benefits other than those specified in Exhibit 4, Section A. Any fee, exaction or imposition imposed on the Alameda Point Project which is not a Processing Fee is an Exaction. No Exactions shall be applicable to the Alameda Point Project except as provided in this Development Agreement. Mitigation measures imposed by a local agency to mitigate impacts to the environment caused by the Project pursuant to CEQA are not Exactions; provided, however, that the public benefits and other features of the Project shall be considered in the evaluation of mitigation measure feasibility and the determination (if any) of any overriding considerations as part of the CEQA process. City understands that long-term assurances by City concerning Exactions are a material consideration for Developer agreeing to develop the Alameda Point Project, to provide the Exactions set forth in Exhibit 3 of this Development Agreement and to provide the Public Benefits described in this Development Agreement.

a. Only the specific Exactions listed in Exhibit 3 shall apply to the Alameda Point Project, except as otherwise explicitly permitted by this Section 2.11.3 and 2.12. No change to an Exaction in Exhibit 3 (other than by the inflator, if any, permitted in Exhibit 3) resulting in an increase in dollar amounts charged to the Alameda Point Project that is adopted after the Election Date shall apply to the Alameda Point Project. If, after the Election Date, City decreases the rate of any of its Exactions existing as of the Election Date, Developer shall pay the reduced Exaction in effect at the time of payment. No Exactions other than those listed in Exhibit 3 may be imposed on the Alameda Point Project. Developer shall receive a dollar for dollar credit against police and fire fees, equal to the sum of (a) the value of lands dedicated for facilities, (b) the aggregate amount of funds expended for design and construction of fire facilities, and (c) the purchase of public safety and firefighting equipment. At Developer's election, if the City collects police and fire fees from a third party developer within the Alameda Point Project, Developer shall be entitled to receive a cash reimbursement from the City in lieu of such third party developer's right to apply Developer's credits against the payment of such fees. Developer and City shall compute the credits and/or reimbursements on a quarterly basis. The City acknowledges that City shall credit Developer the sum of all costs associated with constructing, acquiring, and/or installing public infrastructure, including, without limitation, costs for design, engineering, surveying, permits, fees, taxes, bonds, labor, materials, land and construction administration. The right to the foregoing credits or reimbursements shall survive the termination of the Development Agreement.

b. Developer retains all rights set forth in California Government Code section 66020. Nothing in this Development Agreement shall diminish or eliminate any of Developer's rights set forth in such section.

### 2.12 Conditions of Subsequent Approvals.

2.12.1 General. No conditions imposed on Subsequent Approvals shall require dedications or reservations for, or construction or funding of, public infrastructure or public improvements beyond those required by this Development Agreement or the Specific Plan. In addition, any and all conditions imposed on Subsequent Approvals for the Alameda Point Project must comply with Sections 2.11.2 and 2.11.3.

## **Exhibit F: Development Agreement**

2.12.2 Subdivision Maps. City agrees that any and all conditions it shall impose as conditions on parcel maps, tentative maps or vesting tentative maps subdividing the Alameda Point Project must comply with Sections 2.11.2 and 2.11.3.

2.13 Building Regulations. "Building Regulations" consist of the Uniform Building Code and the State Historic Building Code as modified by the California Building Code and the Alameda Building Code and any ordinances which interpret these codes where such ordinances establish construction standards that are intended to be applied ministerially to the construction of improvements on private property and public infrastructure. Building Regulations applicable to building and construction throughout the City at the time Developer applies for the applicable permits for construction of any portion of the Alameda Point Project (including without limitation Infrastructure) shall be applicable to the building and construction authorized by such permit, except if such Building Regulations conflict in any manner with the Vested Elements. In the event of such conflict, the particular Building Regulation which is in conflict with the Vested Elements shall not apply to or govern development or construction of the Alameda Point Project (including without limitation the Infrastructure) unless it is determined by City to be required by the most current Uniform Building Code, or, if applicable, the Historic Building Code. In the event of a dispute as to whether or not the particular Building Regulation in conflict with the Vested Elements is required by the most current Uniform Building Code, or, if applicable, the Historic Building Code, Developer shall have the right to have the City Council hear such dispute and make a determination evidenced through findings of fact based on substantial evidence as to whether such Building Regulation is so required by the current applicable Uniform Building Code, or, if applicable, the Historic Building Code. For purposes of this Development Agreement, the term "Infrastructure" means roads, public and private utilities and other necessary backbone and in-tract infrastructure necessary for the development of the Alameda Point Project.

### **Article 3 Public Benefits.**

3.1 Public Benefits. In consideration of, and in reliance on, City agreeing to the provisions of this Development Agreement, Developer will provide the public benefits ("Public Benefits") described in Exhibit 4.

3.2 Public Benefits Contingency. In order to ensure the financial feasibility of the Project, the Developer's obligations to provide the Public Benefits set forth in Section A of Exhibit 4 are contingent upon (i) the CIC programming the maximum amount of the total non-housing fund redevelopment tax increment allocated and received by the CIC for improvements in, on or under the Property that are of benefit to the Project and conform to the requirements of California redevelopment law, less administrative costs, reserves and Educational Revenue Augmentation Fund ("ERAF") costs, and amounts required to be paid to the State of California pursuant to State Law and (ii) the City's formation and implementation of a community facilities district in accordance with Section 4.3 of this Development Agreement; provided the Developer's failure to perform its obligations under Section 4.3 shall not excuse Developer from its obligations under Section 3.1 above. It is expressly acknowledged, understood and agreed by the Parties that (x) the CIC reserves full and complete discretion with respect to legally required findings that must be made in connection with the programming of tax increment, (y) nothing in this Development Agreement is intended to or shall limit the CIC's ability to adopt legally required findings with respect to the use of tax increment, and (z) nothing in this Development

## Exhibit F: Development Agreement

Agreement is intended to or shall prejudice or commit the CIC regarding the findings and determinations to be made with respect thereto.

### Article 4 City Rights and Obligations.

4.1 Conveyance of Infrastructure. Upon completion of any and all Infrastructure to be completed by Developer for the City, Developer shall offer for dedication to City from time to time as such future public Infrastructure is completed, and City shall promptly accept from Developer the completed Infrastructure (and promptly release to Developer any bonds or other security posted in connection with performance thereof in accordance with the terms of such bonds). Developer may offer dedication of Infrastructure in phases and City shall not refuse to accept such phased dedications if all other conditions for acceptance have been satisfied.

4.2 Fiscal Neutrality. In consideration of, and in reliance on, City agreeing to the provisions of the Development Agreement, Developer agrees to cooperate in good faith to achieve the City's established policy of "Fiscal Neutrality" (Resolution No. 13643, November 5, 2003), balancing the City's cost of providing municipal services against revenues generated by the Alameda Point Project to assure there is no adverse fiscal impact upon the City.

4.3 Community Facilities District. City understands and agrees that the formation of one or more community facilities districts ("CFD") to fund a portion of the cost of public facilities, including without limitation, design, acquisition and construction costs, and public facilities maintenance costs or public services, is a critical element for the economic feasibility of the development of the Property. City and Developer agree to cooperate in good faith to form one or more CFDs pursuant to the Mello-Roos Act (Government Code section 53311 *et seq.*). Upon the filing of a petition by Developer pursuant to Government Code section 53318(c), the City Council shall consider adoption of a resolution of intention to establish the CFD and, following adoption, City shall use good faith, diligent efforts, in compliance with law, to establish and implement the CFD, including the scheduling of necessary public hearings and adoption of a resolution of formation. The CFD shall finance the design and construction, or acquisition, of those public facilities necessary for development of the Alameda Point Project and, to the extent the Developer and City agree, public service costs related to the Project, which may lawfully be financed under the Mello-Roos Act and other applicable law. The City and Developer will enter into a funding and acquisition agreement in a form reasonably acceptable to City's bond counsel setting forth, among other things, the procedures for and mechanism by which Developer will be reimbursed, out of available proceeds of the bonds issued by the CFD and/or special taxes, for public facilities constructed and/or paid for by Developer. Developer and the City will negotiate in good faith the terms of the rate and method of apportionment for the CFD. Developer shall advance to City the actual out-of-pocket costs of formation of the CFD, sale of the CFD bonds, and other costs associated with the CFD ("Advanced Costs"). All such Advanced Costs, together with the reasonable out-of-pocket legal, engineering, marketing studies, appraisals and financial services costs incurred by Developer directly related to establishment and implementation of the CFD which have been approved by the City Manager or his or her designee in his or her reasonable discretion and which may be lawfully financed under the Mello-Roos Act and other applicable law, shall be reimbursed to Developer from proceeds of the sale of CFD bonds and/or special taxes. Upon successful formation of the CFD and approval of the special tax, bonds shall be issued, the proceeds of which shall be used to finance public facilities, to the extent that public facilities legally and feasibly may be financed using this

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method of financing. The amounts, timing and terms of the issue and sale of the CFD bonds shall be determined by the City, in consultation with Developer and the City's bond counsel, financial advisors and/or underwriters. Subject to the state of development of the Property and prevailing bond market conditions, the timing of the sale of the CFD bonds shall be coordinated, as closely as possible, with the phasing of development of the Property to provide financing for the public facilities in a timely fashion to meet the needs of the respective phases of development of the Project. If necessary, the CFD bonds may be issued in series to help correspond to such phases. It is expressly acknowledged, understood and agreed by the Parties that (i) the City Council reserves full and complete discretion with respect to legally required findings that must be made in connection with formation of the CFD, (ii) nothing in this Development Agreement is intended to or shall limit City's ability to adopt legally required findings with respect to formation of a CFD, and (iii) nothing in this Development Agreement is intended to or shall prejudice or commit the City regarding the findings and determinations to be made with respect thereto.

4.4 Geologic Hazard Abatement District. Upon the written petition of the Developer, the City shall use good faith efforts to conduct such procedures as are necessary to form a Geologic Hazard Abatement District ("GHAD"), as authorized by law to provide for prevention, mitigation, abatement or control of geologic hazards as defined under applicable law. If the City has not adopted a resolution declaring that it will be subject to the statutory provisions for initiating formation proceedings, it agrees to adopt such resolution and forward a copy to the State Controller. Developer shall prepare, with the assistance of a certified engineering geologist, the plan of control attached to the formation petition.

4.5 Participation in Landscaping and Lighting Assessment District or Landscape and Lighting Maintenance District. The Parties understand and acknowledge that the formation and participation of the Property in a district that runs in perpetuity to provide for the long-term operation and maintenance of the on-site streets, lighting and landscaping would be beneficial to the Alameda Point Project. Upon the written request of the Developer, pursuant to applicable law, the City agrees to commence the proceedings necessary to form a Landscaping and Lighting Assessment District ("LLA District") or Landscaping and Lighting Maintenance District ("LLMD") over the Property. Developer and the City will cooperate with each other to create the LLA or LLMD, to establish the amount of the assessments, and to take other actions reasonably necessary to implement Developer's request.

4.6 Overall Tax Rate Cap. Developer and City agree that the total property tax burden (including, without limitation, ad valorem property taxes, special taxes, assessments and other impositions) imposed on the Property or any portion thereof shall not exceed two percent (2%) of the anticipated fair market value of taxable property within the Property upon completion of all public and private improvements contemplated by the Specific Plan.

### Article 5 Annual Review.

5.1 Annual Review. The annual review required by California Government Code section 65865.1 and Section 30-95.1 of the Alameda Municipal Code shall be conducted for the purposes and in the manner stated in those laws as further provided herein. As part of that review, City and Developer shall have a reasonable opportunity to assert action(s) which either Party believes have not been undertaken in accordance with this Development Agreement, to

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explain the basis for such assertion, and to receive from the other Party a justification for the other Party's position with respect to such action(s), and to take such actions as permitted by law. The procedure set forth in this article shall be used by Developer and City in complying with the annual review requirement. The City and Developer agree that the annual review process shall review compliance by Developer and City with the obligations under this Development Agreement but shall not review compliance with other Subsequent Approvals.

5.2 Commencement of Process. The City shall commence the annual review process by notifying the Developer in writing approximately forty-five (45) days prior to the anniversary of the Effective Date each year that the annual review process shall commence as specified in Section 5.1. The City's notice shall be in lieu of any requirements set forth in Section 30-95.1(a) of the Alameda Municipal Code. Failure of the City to send such notification shall be deemed to extend the time period in which annual review is required until at least forty-five (45) days after such notice is provided.

5.3 Developer Compliance Letter. Not less than thirty (30) days after receipt of the City's notice pursuant to Section 5.2, Developer shall submit a letter to the Director of City's Department of Planning ("Planning Director") demonstrating Developer's good faith compliance with the material terms and conditions of this Development Agreement and shall include in the letter a statement that the letter is being submitted to City pursuant to the requirements of Government Code section 65865.1.

5.4 Planning Director Review. Within thirty (30) days after the receipt of Developer's letter, the Planning Director shall review Developer's submission and determine whether Developer has, for the year under review, demonstrated good faith compliance with the material terms and conditions of this Development Agreement.

5.5 Planning Director Compliance Finding. If the Planning Director finds that Developer has so complied, the Planning Director shall schedule the annual review for the next available meeting of the Planning Board and shall prepare a staff report to the Planning Board which shall include, in addition to Developer's letter, (i) a demonstration of City's good faith compliance with the material terms and conditions of this Development Agreement; and (ii) the Planning Director's recommendation that the Planning Board find Developer to be in good faith compliance with the material terms and conditions of this Development Agreement.

5.6 Planning Director Non-Compliance Finding. If the Planning Director (or the Planning Board, on review of the Planning Director's recommendation pursuant to Section 5.5) finds and determines that there is substantial evidence that Developer has not complied in good faith with the material terms and conditions of this Development Agreement and that Developer is in material breach of this Development Agreement for the year under review, the Planning Director shall issue and deliver to Developer a written "notice of default" specifying in detail the grounds therefor and all facts demonstrating substantial evidence of material noncompliance on a point-by-point basis.

5.7 Cure Period. If the Planning Director finds that Developer is not in compliance it shall grant a reasonable period of time for Developer to cure the alleged default. The Planning Director shall grant a cure period of at least sixty (60) days and shall extend the sixty (60) day period if Developer is proceeding in good faith to cure the noncompliance and additional time is reasonably needed. At the conclusion of the cure period, the Planning Director may either (i)



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find that Developer is in compliance and refer the matter to the Planning Board as specified in Section 5.5; or (ii) find that Developer is not in compliance and refer the matter to the Planning Board as specified in Section 5.8.

5.8 Referral of Default to Planning Board. The Planning Director shall refer the alleged default to the Planning Board if Developer fails to cure the alleged default to the Planning Director's reasonable satisfaction during the prescribed cure period and any extensions thereto. The Planning Director shall refer the alleged default to the Planning Board if Developer requests a hearing before the Planning Board. The Planning Director shall prepare a staff report to the Planning Board which shall include, in addition to Developer's letter, (i) the Notice of Default and (ii) a description of any cure undertaken by Developer during the cure period.

5.9 Delivery of Documents. At least five (5) days prior to any City hearing regarding Developer's compliance with this Development Agreement, City shall deliver to Developer staff reports and all other relevant documents pertaining to the hearing on the Alameda Point Project.

5.10 Planning Board Compliance Finding. If the Planning Board, following a noticed public hearing pursuant to Section 5.8, determines that Developer is in compliance with the material terms and conditions of this Development Agreement, and that determination is not appealed to the City Council, the annual review shall be deemed concluded. City shall, at Developer's request, issue and have recorded a Certificate of Compliance indicating Developer's compliance with the terms of this Development Agreement.

5.11 Planning Board Non-Compliance Finding; Referral to City Council. If the Planning Board, at a properly noticed public hearing pursuant to Section 5.8, finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the material terms or conditions of this Development Agreement and that Developer is in material breach of this Development Agreement, the Planning Board shall issue and cause to be delivered to Developer a written "notice of default" specifying in detail the grounds therefore and the facts demonstrating substantive evidence of material non-compliance on a point-by-point basis. Developer shall have a reasonable time determined by the Planning Board to meet the reasonable terms of compliance approved by the Planning Board, which time shall be not less than thirty (30) days. If Developer does not complete the terms of compliance within the time specified, the Planning Board shall forward its recommendations to the City Council and the City Council shall hold a public hearing regarding termination or modification of this Development Agreement. Notification of intention to modify or terminate this Development Agreement shall be delivered to Developer by certified mail containing: (i) the time and place of the City Council hearing; (ii) a statement as to whether City proposes to terminate or modify this Development Agreement and the terms of any proposed modification; and (iii) any other information reasonably necessary to inform Developer of the nature of the proceedings. At the time of the hearing, Developer shall be given an opportunity to be heard. The City Council may impose conditions to the action it takes as necessary to protect the interests of City; provided that any modification or termination of this Development Agreement pursuant to this provision shall be proportional in severity to the magnitude of the alleged breach and in no event shall termination be permitted except in accordance with Article 7 herein.

5.12 Relationship to Default Provisions. The above procedures shall supplement and shall not replace that provision of Section 7.4 of this Development Agreement whereby either

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City or Developer may, at any time, assert matters which either Party believes have not been undertaken in accordance with this Development Agreement by delivering a written notice of default and following the procedures set forth in said Section 7.4.

### Article 6 Amendments

6.1 Amendments to or Cancellation of Development Agreement. This Development Agreement is being adopted by ordinance by the voters of the City of Alameda pursuant to State Law and local law. This Development Agreement may only be amended in accordance with Section 14 of the Initiative. Operating Memoranda are not amendments and may be approved pursuant to Section 6.2.

6.2 Operating Memoranda. The provisions of this Development Agreement require a close degree of cooperation between City and Developer and development of the Property hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the term of this Development Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer shall effectuate such clarifications through operating memoranda approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such operating memoranda shall constitute an amendment to this Development Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 6.2 or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 6.1 above. The City Manager shall be authorized to execute any operating memoranda hereunder on behalf of City.

6.3 Amendments to Vested Elements (Including Subsequent Approvals). Developer may seek and City may review and grant Subsequent Approvals and amendments or modifications to the Vested Elements (including the Subsequent Approvals for the Alameda Point Project), so long as such Subsequent Approvals and amendments are consistent with the Initiative. The Vested Elements (except for this Development Agreement, the amendment process for which is set forth in Section 6.1) may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer (at its sole discretion), consistent with the Section 14 of the Initiative and in accordance with Sections 2.4 and 2.5. All amendments to the Vested Elements shall automatically become part of the Vested Elements. The permitted uses of the Property, the maximum density and/or number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the provisions for public improvements and financing of public improvements, and the terms and conditions of all such amendments shall be automatically vested pursuant to this Development Agreement, without requiring an amendment to this Development Agreement. Amendments to the Vested Elements shall be governed by the Vested Elements, the Applicable Rules, and this Development Agreement subject to Sections 2.4 and 2.5. The City shall not request, process or consent to any amendment to the Vested Elements that would affect the Property or the Alameda Point Project without Developer's prior written consent, such consent not to be unreasonably withheld.

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### Article 7 Default Remedies and Termination.

7.1 Events of Default. Subject to any extensions of time by mutual consent of the Parties in writing, and subject to the provisions of Section 11.3 hereof regarding permitted delays and a mortgagee's right to cure pursuant to Section 10.3 hereof, any failure by either Party to perform any material term or provision of this Development Agreement (but specifically excluding any failure by Developer to perform any term or provision of any other Vested Element) shall constitute an "Event of Default," (i) if such defaulting Party does not cure such failure within sixty (60) days (such sixty (60) day period is in addition to any (60) day cure period under Section 5.7, if Section 5.7 is applicable) following written notice of default from the other Party, where such failure is of a nature that can be cured within such sixty (60) day period, or (ii) if such failure is not of a nature which can be cured within such sixty (60) day period, the defaulting Party does not within such sixty (60) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any notice of default given hereunder shall specify in detail the nature of the failures in performance which the noticing Party claims constitutes the Event of Default and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Development Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in default for purposes of (a) termination of this Development Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Alameda Point Project. The waiver by either Party of any default under this Development Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Development Agreement.

7.2 Meet and Confer. During the time periods specified in Section 7.1 for cure of a failure of performance, the Parties shall meet and confer in a timely and responsive manner, to attempt to resolve any matters prior to litigation or other action being taken, including without limitation any action in law or equity; provided, however, nothing herein shall be construed to extend the time period for this meet and confer obligation beyond the 60-day cure period referred to in Section 7.1 (even if the 60-day cure period itself is extended pursuant to Section 7.1(ii)) unless the Parties agree otherwise in writing.

7.3 Remedies and Termination. If after notice and expiration of the cure periods and procedures set forth in Sections 7.1 and 7.2, the alleged Event of Default is not cured, the non-defaulting Party, at its option, may institute legal or arbitration proceedings pursuant to Sections 7.4 or 7.6 of this Development Agreement and/or terminate this Development Agreement.

#### 7.4 Legal Action by Parties.

7.4.1 Remedies. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, enforce by specific performance the obligations and rights of the Parties hereto or seek any remedies consistent with the purpose of this Development Agreement. All remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy. Without limiting the foregoing, Developer reserves the right to challenge in court any change to the Applicable Rules that would conflict

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with the Vested Elements (including the Subsequent Approvals) for the Alameda Point Project or reduce the development rights provided by the Vested Elements.

7.4.2 No Damages. In no event shall either Party, or its boards, commissions, partners, directors, members, managers, shareholders, officers, agents or employees, be liable in damages for any default under this Development Agreement, it being expressly understood and agreed that the sole legal remedy available to either Party for a breach or violation of this Development Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Development Agreement by the other Party, or to terminate this Development Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Development Agreement including, but not limited to obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Development Agreement by the other Party.

7.5 Effects of Litigation. In the event that litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Development Agreement, then Developer shall have no obligations whatsoever under this Development Agreement. In the event that any payments have been made by or on behalf of Developer to City, City shall give to Developer a refund of the monies remaining in any segregated City account into which such payments were deposited, if any, along with interest which has accrued, if any. To the extent the payment(s) made by or on behalf of Developer were not deposited, or no longer are, in a segregated City account, City shall give Developer a credit for the amount of said payment(s) as determined pursuant to this Section 7.5, along with interest, if any, that has accrued, which credit may be applied by Developer to any costs or fees imposed by City on Developer in connection with construction or development within or outside the Property. Developer shall be entitled to use all or any portion of the credit at its own discretion until such time as the credit has been depleted. Any credits due to Developer pursuant to this Section 7.5 may, at Developer's own discretion, be transferred by Developer to a third party for application by said third party to any costs or fees imposed by City on the third party in connection with construction or the development of property within City, whether or not related to the Alameda Point Project. In the event that Developer has already developed or is developing a portion of the Alameda Point Project at the time of any invalidation of the Development Agreement, then any such refund or credit shall be limited to the amount paid by Developer which exceeds, on a pro rata basis, the proportion and uses of the Property retained by Developer to the entire Property. This Section 7.5 shall survive the termination of this Development Agreement.

7.6 Arbitration. Upon the mutual agreement by both Parties, any legal action shall be submitted to non-binding arbitration in accordance with rules to be mutually agreed upon by the Parties.

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### 7.7 Termination.

7.7.1 Expiration of Term. Except as otherwise provided in this Development Agreement, this Development Agreement shall be deemed terminated and of no further effect upon the expiration of the Term of this Development Agreement, as the same may be extended pursuant to the provisions hereof.

7.7.2 Survival of Obligations. Upon the termination of this Development Agreement as provided herein, neither Party shall have any further right or obligation with respect to this Development Agreement except with respect to any obligation which is specifically set forth as surviving this Development Agreement. The termination of this Development Agreement shall not affect the validity of the Vested Elements (including the Subsequent Approvals) other than this Development Agreement for the Alameda Point Project.

7.7.3 Termination by City. Notwithstanding any other provision of this Development Agreement, City shall not have the right to terminate this Development Agreement with respect to all or any portion of the Property before the expiration of its Term, unless (i) City complies with all termination procedures set forth in the Development Agreement Legislation, (ii) there is an alleged Event of Default by Developer, (iii) such Event of Default is not cured pursuant to Article 5 or Article 7, (iv) Developer has first been afforded an opportunity to be heard regarding the alleged default before the City Council, and (v) this Development Agreement is terminated only with respect to that portion of the Property to which the default applies.

7.7.4 Automatic Termination Upon Transfer to End User. The provisions of this Development Agreement shall terminate with respect to any individual lot and such lot shall be released from and shall no longer be subject to this Development Agreement (without the exception of recordation of any further document or the taking of any further action) upon the satisfaction of both of the following conditions: (i) the lot has been finally subdivided and sold or leased (for a period longer than one (1) year) to a member of the public or any other ultimate user; and (ii) a certificate of occupancy has been issued for the building or buildings on the lot or a final inspection of the building(s) has been approved by the City authorizing occupancy. City shall cooperate with Developer, at no cost to City, in executing in recordable form any document that Developer (including any successor in title of Developer in and to any of the aforescribed lots) may submit to confirm the termination of this Development Agreement as to any such lot.

## Article 8 **Cooperation and Implementation.**

8.1 Further Actions and Instruments. The Parties to this Development Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Development Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Development Agreement to carry out the intent and to fulfill the provisions of this Development Agreement or to evidence or consummate the transactions contemplated by this Development Agreement.



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8.2 Regulation by Other Public Agencies. It is acknowledged by the Parties that other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City and this Development Agreement does not limit the authority of such other public agencies. Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Development Agreement in all respects when dealing with any such agency regarding the Property.

8.3 Other Governmental Permits and Approvals. Developer or City (whichever is appropriate) shall apply in a timely manner for the permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Alameda Point Project as may be required for the development of, or provision of services to, the Alameda Point Project (such as, for example, through National Pollutant Discharge Elimination System ("NPDES") permits). Developer shall have the right to challenge (by any method, including litigation) any such permit determination preventing compliance with, or performance of, the terms of this Development Agreement and, in the event that such challenge is successful, this Development Agreement shall remain unmodified and in full force and effect, unless the Parties mutually agree in writing otherwise, except that if the Term of the Development Agreement would otherwise terminate and Developer has not commenced with the development of the Alameda Point Project in accordance with this Development Agreement as a result of such challenge, the Term shall be extended for the period of any such challenge. Developer shall comply with all such permits, requirements and approvals. City shall cooperate with Developer in its endeavors to obtain such permits and approvals and shall, from time to time, at the request of Developer, attempt with due diligence and in good faith to enter into binding agreements with any such entity to ensure the availability of such permits and approvals, or services, at each stage of the development of the Alameda Point Project.

8.4 Revision to Project. In the event of a court order issued as a result of a successful legal challenge, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Initiative Approvals (including the Development Agreement) and avoid or minimize to the greatest extent possible (i) any impact to the development of the Alameda Point Project as provided for in, and contemplated by, the Vested Elements, or (ii) any conflict with the Vested Elements or frustration of the intent or purpose of the Vested Elements.

### **Article 9 Transfers and Assignments.**

9.1 Right to Assign. Developer shall have the right to sell, assign or transfer in whole or in part its rights, duties and obligations under this Development Agreement, to any person or entity at any time during the term of this Development Agreement without the consent of City; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Development Agreement be at any time so transferred or assigned except through a transfer of any interest therein, including Developer's legal or equitable interest in the Property. In the event of a transfer of a portion of the Property, Developer shall have the right to transfer its rights, duties and obligations, under this Development Agreement which are applicable to the transferred portion, and to retain all rights, duties and obligations applicable to the retained portions of the Property.

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9.2 Release Upon Transfer. Upon the sale, transfer or assignment of Developer's rights and interests under this Development Agreement pursuant to Section 9.1, Developer shall automatically be released from its obligations and liabilities under this Development Agreement with respect to that portion of the Property sold, transferred or assigned and any subsequent default or breach with respect to the transferred or assigned rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Development Agreement, provided that (i) Developer has provided to City notice of such transfer, and (ii) the transferee executes and delivers to City a written agreement in which (a) the name and address of the transferee is set forth and (b) the transferee expressly and unconditionally assumes all of the obligations of Developer under this Development Agreement with respect to that portion of the Property sold, transferred or assigned. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 9.3 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Development Agreement.

9.3 Covenants Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Development Agreement shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, administrators, representatives, lessees, and all of the persons or entities acquiring the Property or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Development Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder (i) is for the benefit of such Property and is a burden upon such Property, (ii) runs with such Property, (iii) is binding upon each Party and each successive owner during its ownership of such Property or any portion thereof, and (iv) each person or entity having any interest therein derived in any manner through any owner of such Property, or any portion thereof, and shall benefit the Property hereunder, and each other person or entity succeeding to an interest in such Property.

9.4 Assignment to Community Association. The City and Developer agree that certain on-going ownership, operation and maintenance obligations with respect to any private streets, alleys and common areas within the Property may be assigned to one or more community association(s) to be established by Developer pursuant to California Civil Code section 1350.5 *et seq.* ("Community Association"); provided, however, that such assignment to a Community Association shall be accompanied by evidence that such assignee has the financial ability to assume and commitment to perform the Developer's obligations hereunder.

### **Article 10 Mortgagee Protection: Certain Rights Of Cure.**

10.1 Mortgagee Protection. This Development Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording this Development Agreement, including the lien of any deed of trust or mortgage (each, a "Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms

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and conditions contained in this Development Agreement shall be binding upon and effective against and inure to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee (each, a "Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

10.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 10.1 above, no Mortgagee shall have any obligation or duty under this Development Agreement to perform Developer's obligations or other affirmative covenants of Developer hereunder; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements thereon other than those uses or improvements provided for or authorized by this Development Agreement, the Initiative Approvals, the Applicable Rules and the Subsequent Approvals, as the same may be modified as provided for herein and in the Initiative.

10.3 Notice of Default to Mortgagee: Right of Mortgagee to Cure. If City receives a notice from a Mortgagee requesting a copy of any notice of default given to Developer hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a default, and if City makes a determination of noncompliance hereunder, City shall likewise serve notice of such noncompliance on such Mortgagee concurrently with service thereof on Developer. Each Mortgagee shall have the right (but not the obligation) during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the Event of Default claimed or the areas of noncompliance set forth in City's notice.

10.4 No Supersedure. Nothing in this Article 10 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Alameda Point Project outside this Development Agreement, nor shall any provision of this Article 10 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 10.3.

10.5 Technical Amendments to this Article 10. City agrees to reasonably consider and approve technical amendments to the provisions of this Article 10 which are required by lenders for the acquisition and construction of the improvements on the Property or any refinancing thereof and to otherwise cooperate in good faith to facilitate Developer's negotiations with lenders. Amendments to this Article 10 may be made pursuant to Section 6.1 or refinements and clarifications may be made by the City Manager pursuant to Section 6.2.

### **Article 11 Miscellaneous.**

#### 11.1 Limitation on Liability and City Funds.

11.1.1 Notwithstanding anything to the contrary contained in this Development Agreement, in no event shall: (a) any partner, officer, director, member, shareholder, employee or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Development Agreement by Developer, or for any amount which may become due to City under the terms of this Development Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Development Agreement by City or for any amount which may become due to Developer under the terms of this Development Agreement.

## Exhibit F: Development Agreement

11.1.2 In no event shall the City's general fund or any funds of the City in any way become subject to any of the CIC's obligations under the DDA as a result of any provision of this Development Agreement.

11.2 No Joint Venture or Partnership. Nothing contained in this Development Agreement or in any document executed in connection with this Development Agreement shall be construed as making City and Developer joint venturers or partners.

11.3 Force Majeure. The Term of this Development Agreement and the time within which Developer shall be required to perform any act under this Development Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock-outs, Acts of God, inclement weather, failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body, changes in local, state or federal laws or regulations, enemy action, civil disturbances, fire, unavoidable casualties, or any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Alameda Point Project. Such extension(s) of time shall not constitute an Event of Default and shall occur at the request of any Party. In addition, the Term of this Development Agreement and any subdivision map or any of the other Subsequent Approvals shall not include any period of time during which (i) a development moratorium including, but not limited to, a water or sewer moratorium, is in effect; (ii) the actions of public agencies that regulate land use, development or the provision of services to the Property prevent, prohibit or delay either the construction, funding or development of the Alameda Point Project or the conveyance of the Property to Developer; (iii) the CIC fails to perform its obligations under any agreement with Developer or the ARRA fails to perform its obligations under any agreement with Developer; (iv) there is any mediation, arbitration, litigation or other administrative or judicial proceeding pending involving the Vested Elements (including the Subsequent Approvals), the Initiative, or any CEQA approval in connection with one or more of the foregoing. The Term of this Development Agreement and any Subsequent Approvals shall therefore be extended by the length of any development moratorium or similar action; the amount of time any actions of public agencies prevent, prohibit or delay the construction, funding or development of the Alameda Point Project or the conveyance of the Property to Developer in accordance with any agreements with the ARRA or the CIC; the amount of time any failure by CIC to perform its obligations under any agreement with Developer or failure by the ARRA to perform its obligations under any agreement with the Developer that prevents, prohibits or delays the construction, funding or development of the Alameda Point Project or the conveyance of the Property to the Developer; the amount of time to finally resolve any mediation, arbitration, litigation or other administrative or judicial proceeding involving the Vested Elements (including the Subsequent Approvals), the Initiative Approvals, or other CEQA approvals. Furthermore, in the event the issuance of a building permit for any part of the Alameda Point Project is delayed as a result of Developer's inability to obtain any other required permit or approval, then the Term of this Development Agreement shall be extended by the period of any such delay.

11.4 Notices, Demands and Communications Between the Parties. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if delivered personally (including delivery by private courier), dispatched by certified mail, postage prepaid and return receipt requested, or delivered by nationally recognized

**Exhibit F: Development Agreement**

overnight courier service, or by electronic facsimile transmission followed by delivery of a “hard” copy to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either Party may from time-to-time designate in writing at least fifteen (15) days prior to the name and/or address change and as provided in this Section 11.4.

City: City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attn: City Manager

with copies to: City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attn: City Attorney

City of Alameda  
2263 Santa Clara Avenue  
Alameda, CA 94501  
Attn: Planning Director

City of Alameda  
City Hall – West  
950 West Mall Square, Suite 215  
Alameda, CA 94501  
Attn: Project Manager

Developer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Notices personally delivered shall be deemed to have been received upon delivery. Notices delivered by certified mail, as provided above, shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addresses designated above as the Party to whom notices are to be sent, or (ii) within five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. Notices delivered by overnight courier service as provided above shall be deemed to have been received twenty-four (24) hours after the date of deposit. Notices delivered by electronic facsimile transmission shall be deemed received on the date of sender transmission and electronic confirmation of delivery if before 5:00 p.m. (if after 5:00 p.m. transmission is deemed the following business day), provided that a “hard” copy is delivered as provided above.

11.5 Severability. If any terms or provision(s) of this Development Agreement or the application of any term(s) or provisions of this Development Agreement to a particular situation, is (are) held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Development Agreement or the application of this Development Agreement to



## **Exhibit F: Development Agreement**

other situations, shall remain in full force and effect unless amended or modified by mutual consent of the Parties; provided that, if the invalidation, voiding or enforceability would deprive either City or Developer of material benefits derived from this Development Agreement, or make performance under this Development Agreement unreasonably difficult, then City and Developer shall meet and confer and shall make good faith efforts to amend or modify this Development Agreement in a manner that is mutually acceptable to City and Developer. Notwithstanding the foregoing, if any material provision of this Development Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable, Developer (in its sole and absolute discretion) may terminate this Development Agreement by providing written notice, of such termination to City.

11.6 Section Headings. Article and Section headings in this Development Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Development Agreement.

11.7 Construction of Development Agreement. No presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Development Agreement.

11.8 Entire Development Agreement. This Development Agreement (including all exhibits attached hereto, each of which is fully incorporated herein by reference), integrates all of the terms and conditions mentioned herein or incidental hereto, and constitutes the entire understanding of the Parties with respect to the subject matter hereof, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, representations, and statements are terminated and superseded by this Development Agreement.

11.9 Estoppel Certificates. Either Party may, at any time during the Term of this Development Agreement, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Development Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Development Agreement has not been amended or modified either orally or in writing, or if amended; identifying the amendments, and (iii) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and amount of any such defaults. The Party receiving a request hereunder shall execute and return such certificate within fifteen (15) days following the receipt thereof. The failure of either Party to provide the requested certificate within such fifteen (15) day period shall constitute a confirmation that no default exists. Either the City Manager or the Planning Director shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

11.10 No Waiver. No delay or omission by either Party in exercising any right or power accruing upon non-compliance or failure to perform by the other Party under any of the provisions of this Development Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either Party of any of the covenants or conditions to be performed by the other Party shall be in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought, and any such waiver shall not be

**Exhibit F: Development Agreement**

construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

11.11 Time. Time is of the essence of this Development Agreement. All references to time in this Development Agreement shall refer to the time in effect in the State of California.

11.12 California Law. This Development Agreement shall be construed and enforced in accordance with the laws of the State of California.

11.13 Attorneys' Fees. In any legal action or other proceeding brought by either Party to enforce or interpret a provision of this Development Agreement, the prevailing party is entitled to reasonable attorneys' fees and any related costs incurred in that proceeding in addition to any other relief to which it is entitled.

11.14 Third Party Beneficiaries. City and Developer hereby renounce the existence of any third party beneficiary to this Development Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

11.15 Extension of Time Limits. The time limits set forth in this Development Agreement may be extended by mutual consent in writing of the City Council and the Developer in accordance with the provisions of this Development Agreement.

11.16 Counterparts. This Development Agreement may be executed by each Party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

11.17 Authority. The individuals executing this Development Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Development Agreement on behalf of the respective legal entities of Developer and the City.

11.18 Exhibits. The following exhibits are attached to this Development Agreement and incorporated herein for all purposes:

- 11.18.1 EXHIBIT 1- Legal Description of Property
- 11.18.2 EXHIBIT 2- Depiction of Property
- 11.18.3 EXHIBIT 3- Exactions
- 11.18.4 EXHIBIT 4- Public Benefits

**CITY:**  
City of Alameda, a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit F: Development Agreement

### DEVELOPER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit F: Development Agreement**

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, (here insert name and title of the officer), personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, (here insert name and title of the officer), personally appeared

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**Exhibit F: Development Agreement**

**Exhibit 1**  
**Legal Description of Property**

**LEGAL DESCRIPTION  
SUBMERGED LAND  
ALAMEDA POINT  
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, RECORDED JUNE 6, 2003, IN BOOK 28 OF RECORD OF SURVEYS AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF SECTION 9 AND SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL 1, SAID POINT BEING THE WEST CORNER OF LOT 16, SECTION 9, TOWNSHIP 2 SOUTH, RANGE 4 WEST, MOUNT DIABLO BASE AND MERIDAIN, AS SAID CORNER IS SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY (28 RS 14);

THENCE, FROM SAID POINT OF COMMENCEMENT, LEAVING SAID BOUNDARY LINE, NORTH 64°11'08" WEST 2,268.42 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, NORTH 04°47'18" EAST 1,592.18 FEET;

THENCE, SOUTH 85°12'42" EAST 3,008.56 FEET;

THENCE, SOUTH 04°47'18" WEST 1,217.28 FEET;

THENCE, SOUTH 12°41'39" WEST 62.04 FEET;

THENCE, SOUTH 46°07'57" WEST 392.14 FEET;

THENCE, SOUTH 62°32'28" WEST 58.63 FEET;

THENCE, SOUTH 76°20'50" WEST 11.38 FEET;

THENCE, SOUTH 88°56'29" WEST 41.96 FEET;

THENCE, SOUTH 15°37'31" WEST 16.50 FEET;



**Exhibit F: Development Agreement**

THENCE, SOUTH 04°02'03" WEST 17.14 FEET;

THENCE, NORTH 85°12'45" WEST 647.50 FEET;

THENCE, SOUTH 47°55'03" WEST 24.58 FEET;

THENCE, SOUTH 05°02'19" WEST 16.06 FEET;

THENCE, SOUTH 35°46'57" EAST 23.78 FEET;

THENCE, SOUTH 85°06'58" EAST 636.30 FEET;

THENCE, NORTH 80°08'22" EAST 13.98 FEET;

THENCE, NORTH 07°08'34" EAST 5.54 FEET;

THENCE, SOUTH 85°12'42" EAST 53.51 FEET;

THENCE, SOUTH 46°07'57" WEST 609.77 FEET;

THENCE, ALONG THE ARC OF A TANGENT 140.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°04'59", AN ARC DISTANCE OF 119.93 FEET;

THENCE, NORTH 84°47'04" WEST 320.09 FEET;

THENCE, NORTH 85°14'57" WEST 836.65 FEET;

THENCE, ALONG THE ARC OF A TANGENT 7.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°47'36", AN ARC DISTANCE OF 10.97 FEET;

THENCE, SOUTH 04°57'27" WEST 66.05 FEET;

THENCE, ALONG THE ARC OF A TANGENT 6.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°06'05", AN ARC DISTANCE OF 9.44 FEET;

THENCE, SOUTH 85°08'38" EAST 1,268.14 FEET;

THENCE, SOUTH 40°35'42" EAST 191.57 FEET;

THENCE, SOUTH 04°47'18" WEST 370.98 FEET;

THENCE, SOUTH 48°55'58" WEST 84.67 FEET;

THENCE, SOUTH 88°51'24" WEST 44.30 FEET;

THENCE, NORTH 85°15'15" WEST 47.40 FEET;

**Exhibit F: Development Agreement**

THENCE, NORTH 85°09'42" WEST 1,043.32 FEET;

THENCE, ALONG THE ARC OF A TANGENT 7.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°06'04", AN ARC DISTANCE OF 11.01 FEET;

THENCE, SOUTH 04°44'13" WEST 137.82 FEET;

THENCE, ALONG THE ARC OF A TANGENT 5.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°52'23", AN ARC DISTANCE OF 7.84 FEET;

THENCE, NORTH 85°10'05" WEST 5.00 FEET;

THENCE, NORTH 49°04'24" WEST 1,360.00 FEET;

THENCE, NORTH 04°57'28" EAST 584.27 FEET;

THENCE, NORTH 85°03'51" WEST 131.06 FEET;

THENCE, NORTH 04°52'11" EAST 14.68 FEET TO SAID POINT OF BEGINNING.

CONTAINING 165.98 ACRES OF LAND, MORE OR LESS.

**Exhibit F: Development Agreement**

**LEGAL DESCRIPTION  
UNSUBMERGED LAND  
ALAMEDA POINT  
ALAMEDA, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ALAMEDA, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS SHOWN AND SO DESIGNATED ON THAT CERTAIN RECORD OF SURVEY NO. 1816, RECORDED JUNE 6, 2003, IN BOOK 28 OF RECORD OF SURVEYS AT PAGE 14, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF SECTION 9 AND SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL 1, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 21, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 4 WEST, MOUNT DIABLO BASE AND MERIDIAN, AS SAID CORNER IS SHOWN AND SO DESIGNATED ON SAID RECORD OF SURVEY (28 RS 14);

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE BOUNDARY LINE OF SAID PARCEL 1, THE FOLLOWING FIFTEEN (15) COURSES;

- 1) NORTH 01°05'59" EAST 1,664.52 FEET,
- 2) NORTH 50°51'40" WEST 27.30 FEET,
- 3) ALONG THE ARC OF A NON-TANGENT 711.34 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 60°46'38" EAST, THROUGH A CENTRAL ANGLE OF 32°21'46", AN ARC DISTANCE OF 401.79 FEET,
- 4) NORTH 03°08'24" EAST 451.56 FEET,
- 5) NORTH 86°51'36" WEST 95.00 FEET,
- 6) NORTH 03°08'24" EAST 850.54 FEET,
- 7) NORTH 03°01'15" EAST 50.03 FEET,
- 8) NORTH 03°29'37" WEST 201.46 FEET,
- 9) NORTH 11°23'41" WEST 51.68 FEET,

**Exhibit F: Development Agreement**

- 10) NORTH 00°34'41" EAST 19.09 FEET,
- 11) NORTH 00°33'45" EAST 2,344.59 FEET,
- 12) ALONG THE ARC OF A TANGENT 960.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°15'00", AN ARC DISTANCE OF 473.33 FEET,
- 13) NORTH 27°41'15" WEST 580.60 FEET,
- 14) ALONG THE ARC OF A TANGENT 700.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45°54'32", AN ARC DISTANCE OF 560.88 FEET, AND
- 15) NORTH 01°05'59" EAST 218.12 FEET;

THENCE, LEAVING SAID BOUNDARY LINE, NORTH 88°54'01" WEST 150.00 FEET;

THENCE, NORTH 01°05'59" EAST 181.41 FEET;

THENCE, SOUTH 80°11'56" WEST 309.21 FEET;

THENCE, SOUTH 75°55'40" WEST 197.19 FEET;

THENCE, SOUTH 80°49'53" WEST 139.96 FEET;

THENCE, SOUTH 89°28'57" WEST 323.46 FEET;

THENCE, NORTH 87°54'03" WEST 343.06 FEET;

THENCE, NORTH 84°37'41" WEST 273.02 FEET;

THENCE, ALONG THE ARC OF A TANGENT 4,380.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07°43'20", AN ARC DISTANCE OF 590.34 FEET;

THENCE, NORTH 10°53'57" EAST 86.17 FEET;

THENCE, NORTH 79°33'41" WEST 178.59 FEET;

THENCE, SOUTH 85°02'30" WEST 120.47 FEET;

THENCE, NORTH 73°04'46" WEST 883.42 FEET;

THENCE, NORTH 69°52'52" WEST 582.44 FEET TO A POINT ON SAID BOUNDARY LINE OF PARCEL 1;

THENCE, ALONG SAID BOUNDARY LINE, THE FOLLOWING THREE (3) COURSES:

**Exhibit F: Development Agreement**

- 1) NORTH 74°11'24" WEST 334.24 FEET,
- 2) NORTH 72°49'42" WEST 6,085.24 FEET, AND
- 3) NORTH 64°57'02" WEST 378.36 FEET;

THENCE, LEAVING SAID BOUNDARY LINE, SOUTH 31°57'28" WEST 195.57 FEET;

THENCE, NORTH 85°54'58" WEST 76.30 FEET;

THENCE, SOUTH 45°00'45" WEST 30.75 FEET;

THENCE, SOUTH 11°36'59" WEST 50.62 FEET;

THENCE, SOUTH 47°09'22" WEST 173.49 FEET;

THENCE, ALONG THE ARC OF A TANGENT 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 47°04'04", AN ARC DISTANCE OF 41.07 FEET;

THENCE, SOUTH 00°05'18" WEST 157.85 FEET;

THENCE, SOUTH 14°23'33" EAST 177.90 FEET;

THENCE, SOUTH 28°43'18" EAST 299.52 FEET;

THENCE, SOUTH 13°10'28" EAST 294.61 FEET;

THENCE, SOUTH 86°08'10" WEST 21.40 FEET;

THENCE, SOUTH 02°51'49" EAST 395.72 FEET;

THENCE, SOUTH 02°53'39" WEST 150.11 FEET;

THENCE, SOUTH 34°45'38" WEST 79.37 FEET;

THENCE, SOUTH 00°25'06" EAST 503.59 FEET;

THENCE, SOUTH 85°49'09" EAST 1,368.45 FEET;

THENCE, SOUTH 86°42'56" EAST 42.82 FEET;

THENCE, SOUTH 85°27'47" EAST 25.33 FEET;

THENCE, SOUTH 85°25'57" EAST 3,776.82 FEET;

THENCE, SOUTH 85°26'59" EAST 31.48 FEET;



**Exhibit F: Development Agreement**

THENCE, SOUTH 85°29'31" EAST 775.72 FEET;  
THENCE, SOUTH 04°14'35" WEST 149.86 FEET;  
THENCE, NORTH 87°21'05" WEST 16.52 FEET;  
THENCE, SOUTH 04°14'28" WEST 2,150.56 FEET;  
THENCE, SOUTH 05°38'54" WEST 183.41 FEET;  
THENCE, SOUTH 36°01'38" EAST 25.33 FEET;  
THENCE, SOUTH 04°00'48" WEST 209.09 FEET;  
THENCE, SOUTH 02°52'51" WEST 1,049.23 FEET;  
THENCE, SOUTH 80°51'17" EAST 45.31 FEET;  
THENCE, SOUTH 02°06'38" WEST 44.14 FEET;  
THENCE, SOUTH 85°02'29" EAST 280.50 FEET;  
THENCE, SOUTH 04°55'09" WEST 371.40 FEET;  
THENCE, SOUTH 84°57'36" EAST 56.22 FEET;  
THENCE, SOUTH 04°58'59" WEST 180.51 FEET;  
THENCE, NORTH 85°03'32" WEST 174.89 FEET;  
THENCE, SOUTH 04°18'17" WEST 531.27 FEET;  
THENCE, SOUTH 85°12'42" EAST 450.24 FEET;  
THENCE, NORTH 04°47'18" EAST 1,592.18 FEET;  
THENCE, SOUTH 85°12'42" EAST 3,008.56 FEET;  
THENCE, SOUTH 04°47'18" WEST 1,217.28 FEET;  
THENCE, SOUTH 12°41'39" WEST 62.04 FEET;  
THENCE, SOUTH 46°07'57" WEST 392.14 FEET;  
THENCE, SOUTH 62°32'28" WEST 58.63 FEET;  
THENCE, SOUTH 76°20'50" WEST 11.38 FEET;

**Exhibit F: Development Agreement**

THENCE, SOUTH 88°56'29" WEST 41.96 FEET;

THENCE, SOUTH 15°37'31" WEST 16.50 FEET;

THENCE, SOUTH 04°02'03" WEST 17.14 FEET;

THENCE, NORTH 85°12'45" WEST 647.50 FEET;

THENCE, SOUTH 47°55'03" WEST 24.58 FEET;

THENCE, SOUTH 05°02'19" WEST 16.06 FEET;

THENCE, SOUTH 35°46'57" EAST 23.78 FEET;

THENCE, SOUTH 85°06'58" EAST 636.30 FEET;

THENCE, NORTH 80°08'22" EAST 13.98 FEET;

THENCE, NORTH 07°08'34" EAST 5.54 FEET;

THENCE, SOUTH 85°12'42" EAST 53.51 FEET;

THENCE, SOUTH 46°07'57" WEST 609.77 FEET;

THENCE, ALONG THE ARC OF A TANGENT 140.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°04'59", AN ARC DISTANCE OF 119.93 FEET;

THENCE, NORTH 84°47'04" WEST 320.09 FEET;

THENCE, NORTH 85°14'57" WEST 836.65 FEET;

THENCE, ALONG THE ARC OF A TANGENT 7.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°47'36", AN ARC DISTANCE OF 10.97 FEET;

THENCE, SOUTH 04°57'27" WEST 66.05 FEET;

THENCE, ALONG THE ARC OF A TANGENT 6.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°06'05", AN ARC DISTANCE OF 9.44 FEET;

THENCE, SOUTH 85°08'38" EAST 1,268.14 FEET;

THENCE, SOUTH 40°35'42" EAST 191.57 FEET;

THENCE, SOUTH 04°47'18" WEST 370.98 FEET;

**Exhibit F: Development Agreement**

THENCE, SOUTH 48°55'58" WEST 84.67 FEET;

THENCE, SOUTH 88°51'24" WEST 44.30 FEET;

THENCE, NORTH 85°15'15" WEST 47.40 FEET;

THENCE, NORTH 85°09'42" WEST 1,043.32 FEET;

THENCE, ALONG THE ARC OF A TANGENT 7.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°06'04", AN ARC DISTANCE OF 11.01 FEET;

THENCE, SOUTH 04°44'13" WEST 137.82 FEET;

THENCE, ALONG THE ARC OF A TANGENT 5.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°52'23", AN ARC DISTANCE OF 7.84 FEET;

THENCE, NORTH 85°10'05" WEST 5.00 FEET;

THENCE, SOUTH 85°08'09" EAST 1,050.26 FEET;

THENCE, SOUTH 85°18'56" EAST 314.01 FEET;

THENCE, NORTH 04°50'17" EAST 79.30 FEET;

THENCE, SOUTH 85°12'42" EAST 222.60 FEET;

THENCE, SOUTH 59°21'25" EAST 34.55 FEET;

THENCE, SOUTH 69°13'01" EAST 1,472.75 FEET;

THENCE, SOUTH 81°09'02" EAST 72.54 FEET;

THENCE, SOUTH 69°13'01" EAST 621.74 FEET TO A POINT ON SAID BOUNDARY LINE OF PARCEL 1;

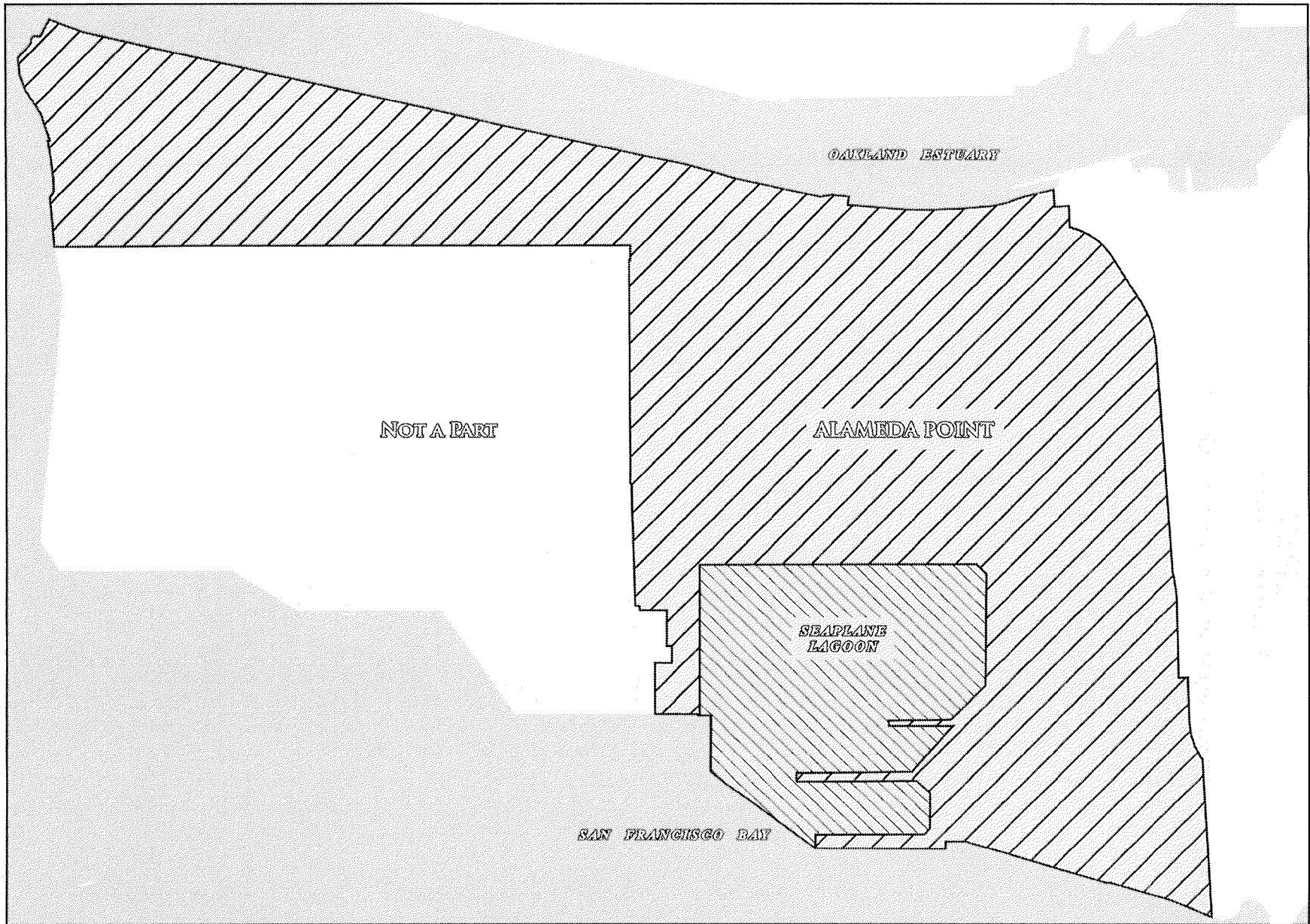
THENCE, ALONG SAID BOUNDARY LINE, SOUTH 63°45'01" EAST 485.87 FEET TO SAID POINT OF BEGINNING.



CONTAINING 917.88 ACRES OF LAND, MORE OR LESS.

## **Exhibit F: Development Agreement**

### **Exhibit 2 Depiction of Property**

See following page for a graphic depiction of the property, identified as "Exhibit 2: Depiction of Property."



-  Unsubmerged Lands
-  Submerged Lands



**Exhibit 2 : Depiction of Property**



## Exhibit F: Development Agreement

### Exhibit 3

#### Exactions

Only the following Exactions shall apply to the Alameda Point Project, except as otherwise expressly permitted by Section 2.11.3 or 2.12:

- i. Sewer Connection Fee: Minimum of \$921.00 per structure for residential, office/R&D, and retail development, as calculated in accordance with the standard worksheet for sewer connections applicable to the City as a whole.
- ii. Police and Fire: All uses: \$0.155 per square foot of gross building area.
- iii. Strong Motion Instrumentation Program Fee ("SMIP"): Residential: .0001 of valuation; commercial: .00021 of valuation.
- iv. Public Art Fee: If Developer elects payment of in-lieu fee rather than provision of public art, developer shall pay an amount equivalent to one percent (1%) of building development costs as defined in Section 30-65.2 of the Alameda Municipal Code, up to a maximum of \$150,000.
- v. Building Standards Fee: \$20.00 per dwelling unit.

The following fee inflators shall apply to items (i) and (ii):

- a. Commencing on January 1st of the year after the Effective Date of the Development Agreement, if the City of Alameda Master Fee resolution ("Master Fee Resolution") has been revised since the Effective Date to implement an annual fee escalation, then the fees listed in Section 1 of this Exhibit 3, except the SMIP Fee, Public Art Fee and Building Standards Fee (the "Excepted Fees"), shall increase by the lesser of the percentage increase reflected in the Bay Area Consumer Price Index for the period between the Effective Date and that January 1st or the escalation for such fees provided in the most recently adopted Master Fee Resolution for the period between the Effective Date and that January 1st, if applicable. Each January 1st thereafter, if the Master Fee Resolution has been revised during the prior year to implement an annual fee escalator, then the fees listed in Section 1 of this Exhibit 3, except the Excepted Fees, shall increase by the lesser of the percentage increase reflected in the Bay Area Consumer Price Index for that year or the escalation provided in the Master Fee Resolution for such fees adopted during the prior year. If the escalator in the Master Fee Resolution is adopted or amended less frequently than annually, then the fees listed in Section 1 of this Exhibit 3, except the Excepted Fees, shall increase only on the January 1st of the years immediately after the Master Fee Resolution is so revised and by an amount equal to the lesser of the escalator provided in the Master Fee Resolution for such fees or the cumulative percentage increase in the Bay Area Consumer Price Index since the last increase in the fees listed in Section 1 of this Exhibit 3, except the Excepted Fees.

## **Exhibit F: Development Agreement**

### **Exhibit 4**

#### **Public Benefits**

The Public Benefits of the Alameda Point Project are as follows:

**A. Developer shall fund, or advance the funding for, in an amount not to exceed \$200 million, construction of the following public improvements, each in accordance with the Specific Plan:**

- Regional Alameda Point Sports Complex. **(Phase 1, 2, 3)**
- Parks, publicly-accessible open space and public art within the Alameda Point Project to serve the residents of Alameda Point and surrounding neighborhoods. **(All Phases)**
- Improvements to Seaplane Lagoon frontage. **(All Phases)**
- Bay Trail extension within the Plan Area. **(Phase 3)**
- On-site and off-site traffic and transit improvements. **(All Phases)**
- Ferry terminal and transit hub. **(Phases 2 & 3)**
- Improvements to the existing Fire Station. **(Phase 3)**
- Branch library. **(Phase 3)**

The foregoing funding commitments will correspond with the phasing schedule described in the Specific Plan. The parenthetical after each category of public improvements listed above identifies the applicable phase (as defined in the Specific Plan) when the funding commitment is expected.

**B. The public benefits of the Alameda Point Project to the City of Alameda also include:**

- Redeveloping an underutilized part of the City with new jobs, homes, services, open space and recreation.
- Providing a long-term revenue stream to the City's general fund that will support future City services, while avoiding future losses to the City from the need to maintain and operate the former NAS Alameda in its current, dilapidated fashion.
- Avoiding negative impacts to City funds by requiring fiscal neutrality.
- Enhancing the clean up effort provided by the Navy through remediation of contaminants not addressed in the Navy plan, such as lead, asbestos and contaminants in soil below relocated roadways and demolished buildings—thereby providing additional environmental protection than would otherwise be provided.

## Exhibit F: Development Agreement

- Facilitating the clean up of toxic contaminants consistent with federal and State Laws that are protective of human health and the environment
- Eliminating blight, including abandoned buildings, incompatible land uses, depreciated or stagnant property values, and inadequate or deteriorated public improvements, facilities, and utilities.
- Reducing the impact of the automobile and energy consumption by: (1) facilitating public transit opportunities to and within the Property to the extent feasible; (2) providing a system of bikeways, parks, and pedestrian paths to facilitate access to parks, recreational areas and the waterfront from all parts of western Alameda; and (3) implementing a Transportation Demand Management ("TDM") program that will reduce Alameda Point Project-related traffic and associated noise and air quality impacts.
- Advancing the application of State laws and policies designed to encourage infill development in order to minimize vehicle miles traveled and to promote accessibility to transit, both significant in the reduction of greenhouse gas emissions.
- Providing multiple transit options and facilitating transit usage through resident and business education and incentives.
- Creating a highly walkable neighborhood with nodes of compact development and connections between them, incorporating the tree-lined character and grid street pattern that is characteristic of the existing City.
- Pursuing a transit-oriented development strategy that supports transit with residential density and workplaces near a new ferry terminal and transit hub.
- Distributing parks and open spaces throughout Alameda Point that better link the Property with the rest of Alameda, the Bay and Estuary.
- Maintaining and enhancing public waterfront access, with parks, trails and plazas to help connect the island with the Bay, while being respectful of wildlife.
- Protecting and improving the waterfront by enhancing views of water and public access to the waterfront in all development and creatively encouraging use of the waterfront by providing a waterfront promenade, public art, open space, and other public amenities.
- Stimulating job creation and economic growth through installation of needed site improvements to stimulate new commercial expansion.
- Strengthening and diversifying the local economy and the community by adding business park uses and retail uses.
- Providing new amenities for City residents, including new shops, restaurants and services.

## Exhibit F: Development Agreement

- Offsetting the City's cost of providing municipal services with revenues generated from the Property so that the Alameda Point Project achieves the City's established policy of "Fiscal Neutrality," as defined in Section 4.2 above.
- Promoting reduction in energy consumption, water usage, greenhouse gases and solid waste generation through compact community planning, water recycling, energy-efficient building design, use of recycled materials and applying low water demand techniques in all new development, including landscaping development.
- Encouraging reuse of buildings and landscapes with historic significance.
- Providing new marina slips and modern support facilities to help satisfy the demand for marina slips in the City and the Bay Area.
- Increasing the supply of land available for residential development and providing a wide range of housing types and an array of household types.
- Maintaining and improving Alameda Point's natural qualities with new public open spaces, active and passive recreational uses, and marine-related recreational uses.
- Fostering supportive housing and economic development opportunities for providers of services to the homeless and victims of domestic violence.
- Generating sufficient revenues to fund required infrastructure replacement and improvements.
- Facilitating necessary flood control and seismic reinforcement of lands.
- Exchanging Public Trust properties from portions of the interior of the Property to other portions of the Property to encourage public access to the waterfront and to facilitate appropriate redevelopment of the former NAS Alameda, consistent with Public Trust policies and goals.
- Seeking a balance between goals and policies that encourage private investment and at the same time supporting fiscally responsible planning by the City.