

## EXTERNAL CORRESPONDENCE

The City Clerk's Office received  
the attached correspondence regarding  
**Agenda Item #6-D on the  
11-18-14 City Council Agenda**

**Lara Weisiger - Regarding tonight's city council meeting**

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**From:** Jeff Cambra <jeffcambra@earthlink.net>  
**To:** Lara Weisiger <LWEISIGER@alamedaca.gov>  
**Date:** 11/18/2014 4:54 PM  
**Subject:** Regarding tonight's city council meeting  
**CC:** <mgilmore@alamedaca.gov>, <mezzyashcraft@alamedaca.gov>, <ltam@alamedaca...

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Dear Mayor Gilmore and members of the City Council:

Tonight the council will be voting on whether to award an exclusive negotiating agreement to a developer for a portion of Alameda Point.

The vote tonight is not simply about awarding a ENA, attempting to stop the development, or even deciding which council should be making this decision. It is an opportunity to affirm the work of hundreds of Alameda residents who participated in a very long community process that arrived at this plan. I see it as a final action by the council that moved it forward, to recognize the work that was done, and to carry out the will of the people that voiced their views and contributed to the consensus. Please finish the work you did and honor those that contributed to the public process.

Respectfully submitted,

Jeff Cambra,  
Resident

**Lara Weisiger - FW: Tonight's (Nov. 18, 2014) City Council meeting - Agenda Item 6-D ENA with Alameda Point Partners**

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**From:** Janet Kern <jkern@AlamedaCityAttorney.org>  
**To:** Lara Weisiger <LWEISIGER@alamedaca.gov>  
**Date:** 11/18/2014 4:33 PM  
**Subject:** FW: Tonight's (Nov. 18, 2014) City Council meeting - Agenda Item 6-D ENA with Alameda Point Partners

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Janet C. Kern  
City Attorney  
City of Alameda  
2263 Santa Clara Avenue, Room #280  
Alameda, CA 94501  
(510) 747-4752  
[jkern@alamedacityattorney.org](mailto:jkern@alamedacityattorney.org)

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**From:** trish@trishformayor.com [mailto:trish@trishformayor.com]  
**Sent:** Tuesday, November 18, 2014 3:35 PM  
**To:** mgilmore@alamedaca.gov; mezyyashcraft@alamedaca.gov; ltam@alamedaca.gov; schen@alamedaca.gov; tdasog@alamedaca.gov  
**Cc:** manager@alamedaca.gov; Janet Kern  
**Subject:** Tonight's (Nov. 18, 2014) City Council meeting - Agenda Item 6-D ENA with Alameda Point Partners

Dear Mayor Gilmore and Council members,

First of all, thank you for your service to our community.

As you're aware, there will be three new members (a majority) to the Council as of December 16, 2014. Thus, I agree with others that decisions that will substantially impact the future of Alameda should be postponed, unless legally required to be approved at this time.

In regards to tonight's Agenda, approval of the Exclusive Negotiating Agreement (ENA) with Alameda Point Partners for Development of Site A at Alameda Point (Agenda Item 6-D) appears to be one of those items that would best be addressed on or after December 16, 2014 by the new Council. The ENA is for a direction of development that a majority of the new Council may not agree with



(i.e., "seeks to develop the Property with a residential mixed-use project consisting of 800 housing units and approximately 200,000 square feet of commercial development, including 100,000 to 150,000 square feet of retail development." Paragraph B of the Recitals).

Another issue that I haven't seen raised is that the ENA is for six months, commencing December 1, 2014, requires a non-refundable payment of \$200,000 by Alameda Point Partners (the developer) and, "During the Term, the Parties shall negotiate the proposed terms of the DDA for submittal to the City Council for its consideration. The DDA will establish the essential business terms and framework for the transfer and development of the Property, and will define the financial, legal, operational and administrative mechanisms to implement such transfer and development. The DDA shall include a Development Plan for the Project ... The City shall negotiate in good faith with the Developer during the Term." Paragraphs 5.1 and 5.2 of the Agreement.

Hence, if the current Council enters into this agreement tonight, for the sum of \$200,000 by the Developer, it has agreed to commit Staff time to work for the next six months, commencing December 1, 2014, in good faith towards a DDA with a specific goal that a majority of the new council may disagree. Those six months of Staff's time are important for the successful transition of the new Council.

As Mayor-Elect, I would greatly prefer that the new Council be in a position to determine the focus of Staff's time after December 16 (as opposed to the current Council). In fact, for Staff to work "in good faith" towards this DDA, that may be counter to the goals of the new Council and questionable whether it is possible for that to occur in "good faith," possibly resulting in exposing the City to litigation by the Developer for failure to negotiate the DDA in good faith.

I would suggest that this item be considered after seating of the new Council. Then, we will know if there is support by the new Council to enter into this ENA and focus Staff's time in good faith on achieving a DDA.

I appreciate your consideration of these issues and look forward to working with you during this transition and in the future.

Sincerely,

Trish Spencer  
Mayor-Elect of the City of Alameda

## Lara Weisiger - Site A Development

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**From:** Kame Richards <kame@pineapplesails.com>  
**To:** <lweisiger@alamedaca.gov>  
**Date:** 11/17/2014 3:23 PM  
**Subject:** Site A Development

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Dear Lara:

Unfortunately I have a conflicting engagement for the City Council Meeting tomorrow evening and cannot present my case in person, but I would like to speak in favor of the srmErnst Development Partners work at Site A. I have had a personal meeting with Joe Ernst out at Seaplane Lagoon in discussion about siting the Alameda Community Sailing Center. For 2 years ACSC has run a junior sailing camp exposing 160 kids to the water, sailing, and how to care for our Bay.

Even though ACSC is a non-profit, it is still a business, and can provide Alameda citizens with access to Seaplane Lagoon and allow them (us, really) to personally benefit from the great opportunity the Navy has gifted to our City: Access to the water of San Francisco Bay.

Business development at Site A does not have a negative impact on the quality of life on our island. The traffic generated will be out of phase with the one-way morning jam in the Posey Tube at the same time the Webster Tube is lightly used.

Adding business to Alameda is a good thing.

Thank you for your consideration.

Kame Richards  
residence: 1302 Eighth St. Alameda, CA.  
business: Pineapple Sails, 2526 Blanding Ave. Alameda, CA.



**Lara Weisiger - Fwd: Redeveloping Alameda Point**

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**From:** Marie Gilmore <mgilmore@ci.alameda.ca.us>  
**To:** LWEISIGER@alamedaca.gov  
**Date:** 11/16/2014 5:17 PM  
**Subject:** Fwd: Redeveloping Alameda Point

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FYI.

Marie Gilmore  
Mayor, City of Alameda

Begin forwarded message:

**From:** "Lance Littlejohn <LanceL@westcoastnovelty.com>"  
<LanceL@westcoastnovelty.com>  
**Date:** November 14, 2014, 3:56:52 PM PST  
**To:** "Marilyn Ezzy Ashcraft" <MEzzyAshcraft@alamedaca.gov>, "Marie Gilmore"  
<MGilmore@alamedaca.gov>, "Stewart Chen" <SChen@alamedaca.gov>, "Tony Daysog"  
<TDaysog@alamedaca.gov>, "ttam@alamedaca.gov" <ttam@alamedaca.gov>  
**Cc:** "Brad Shook" <brad@bladium.com>  
**Subject:** Redeveloping Alameda Point

Dear Council Members,

**Please do not delay the vote on choosing a developer and entering into an ENA for Site A at Alameda Point.** After 15+ years of delays and false starts, the development of Alameda Point can finally move ahead. Energy is building among current businesses in the area based on attracting world class tenants like Google. At some point if the development is delayed or stalled again, business owners will simply move on because they can't wait any longer for a promise that never materializes.

Our company has been a tenant at Alameda Point since June of 2000. We invested a million dollars in our building in hopes that we could stay here and thrive for a very long time. We have been willing to live with the unique challenges of being a tenant within an failing infrastructure (phone problems, internet problems, flooding, water main breaks etc.) because of the potential that this former base has. These systems need to be revitalized.

Please take positive action and get Alameda Point headed towards a brighter future.

Sincerely,

Lance Littlejohn  
CFO  
Creedence Holdings LLC DBA West Coast Novelty Group  
2401 Monarch Street, Alameda, CA 94501  
Phone: 510-473-1304 Fax: 510-748-4478

**Lara Weisiger - Alameda Point**

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**From:** Brad Shook <brad@bladium.com>  
**To:** <mgilmore@alamedaca.gov>, <schen@alamedaca.gov>, <tdaysog@alamedaca.gov>...  
**Date:** 11/14/2014 1:54 PM  
**Subject:** Alameda Point  
**CC:** <jrusso@ci.alameda.ca.us>, <jrusso@alamedaca.gov>, Jennifer Ott <JOtt@al...

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Dear Council Members,

I strongly encourage you not to delay the vote on choosing a developer and entering into an ENA for Site A at Alameda Point. After over 15 years of delays and false starts, the development of Alameda Point is finally close to happening and it would a shame if it were further delayed. There is a lot of excitement recently, regarding the development of the base, which we believe is attracting world class tenants like Google. If the development is delayed or stalled again, it will send the wrong signal to the business community.

The process which has gotten us to this point is the result of thousands of hours of community input and effort. We have gone through many developers and plans. We have come full circle and are finally implementing the original agreement and plan agreed to between the City, Navy and the community.

As a 15 year tenant at Alameda Point, I have experienced many difficult and frustrating business challenges such as, electrical black outs, flooding, water main breaks, exceptional slow Internet service. These and other issues are a direct result of the dilapidated infrastructure and utilities located at Alameda Point. These systems need to upgraded.

As the previous President of WABA (4 years) and a west side resident, I have spent thousand of hours trying to make the Webster Street Business District and the West side of Alameda a better place to live, work and own a business. I can honestly say the future success of WABA is predicated on what happens at Alameda Point. WABA has not been the same since the Navy left and will not get back to where it needs to be unless Alameda Point is redeveloped.

Please do the right thing and continue to implement the plan for Alameda Point.

Sincerely,

Brad Shook  
President  
Bladium Sports & Fitness Club  
510-529-5254 cell  
510-814-4999 work  
510-814-4990 fax



## Katherine Sirota - phone message re: tonight's meeting

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**From:** Michelle Koka  
**To:** Gilmore, Marie  
**Date:** 11/18/2014 4:47 PM  
**Subject:** phone message re: tonight's meeting  
**CC:** Sirota, Katherine

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Please don't vote on anything major before the first of the year.  
Carol Wallace  
510-521-3259