

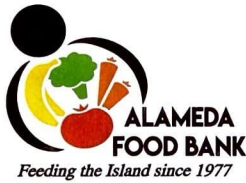
From: [Lara Weisiger](#)
To: [CityCouncil-List](#)
Subject: FW: [EXTERNAL] 1900 Thau
Date: Tuesday, October 3, 2023 7:10:44 PM
Attachments: [all good living support.pdf](#)

Regarding 5-I

From: Lois Butler <loisrbutler@icloud.com>
Sent: Tuesday, October 3, 2023 6:45 PM
To: Lara Weisiger <lweisiger@alamedaca.gov>
Subject: [EXTERNAL] 1900 Thau

The attached was sent to me via text.

Sent from my iPhone



Dear Mayor, Vice Mayor and Councilmembers,

I am writing this letter to express my strong support for the All Good Living Foundations' efforts to acquire 1900 Thau Way as a storage and staging facility for their operations. All Good Living's work in the community is self-evident and essential to supporting the neediest families in Alameda's community.

All Good Living and the Alameda Food Bank have partnered on many projects but the most important may be in supporting Alameda teachers and students through Community Resource Closets. This program ensures that the most at-risk students in Alameda have access to food, along with numerous other essential items. Alameda Food Bank is able to store and stage food at our warehouse but we unfortunately are unable to offer enough space for other essentials like personal hygiene items, clothing and school supplies that are also distributed through the Resource Closets. These items help ensure that students are able to stay in school and focus on learning instead of worrying if their basic needs will be met.

Alameda Food Bank fully supports All Good Living utilizing 1900 Thau Way to continue their amazing work supporting the most vulnerable children in Alameda. Their commitment to the community has been demonstrated time and again and this space would allow them meet that need and expand to serve even more families struggling to have their basic needs met in Alameda. I am confident that this space would be well utilized and serve an essential purpose for countless families in our community.

Respectfully,

A handwritten signature in blue ink that reads "Teale Harden". The signature is written in a cursive, flowing style.

Teale Harden

Executive Director

From: [Shelby S](#)
To: [City Clerk](#); [Trish Spencer](#)
Subject: [EXTERNAL] Opposition to Consent Item 51--lease with All Good Living Foundation--please remove from consent calendar and reject illegal lease.--public comment
Date: Tuesday, October 3, 2023 2:58:39 PM

RE: Introduction of an ordinance authorizing the City Manager to execute a 59-month lease with AGLF for City-owned property located at 1900 Thau Way, Alameda, CA.

This proposed lease should not be approved.

This item needs to be rejected because City Officials did not provide accurate information about the zoning and other relevant facts that make approval of the lease improper.

=====

Councilmember Spencer,

The public appreciates your questions at the Council meeting regarding nonconforming use of the Food Bank's former space now proposed to be a storage shed (09/19/23 Item 2023-3338).

Unfortunately, and not surprisingly by now, no one on the dais was either willing or able to answer your questions, and yet AGAIN the City Attorney AGAIN allowed the Planning Dept Staff to dupe you (and the public) with false and misleading statements in a public forum.

There are a lot of issues with the City's proposal which were not properly disclosed during the City Council meeting.

This email fact-checks many of the statements made by City Officials and provides additional published information on the topic.
Please note I invite the City Attorneys to also fact-check this email with their own supporting documentation.

ITEM SUMMARY

The currently vacant 10,050 square foot parcel at 1900 Thau Way is owned by the City, and the existing abandoned graffiti-covered trailer is owned by the Alameda Food Bank.

This item seeks a 59-month lease for a different non-profit organization, "All Good Living Foundation", for storage use of the building and parcel that is incompatible with the current Open Space Land Use designation.

Planning Staff presented the Alameda Food Bank as being an "approved nonconforming use" within the Jean Sweeney Open Space and used that as the rationale to approve the proposed lease.

It is important to note that information provided by the Planning Dept about non-conforming uses and zoning is completely absent from all of the written documentation, as it bears-out the lack of veracity of their statements.

ITEM DISCUSSION

As a matter of record, recall that there were many other City Officials on the dais that could have and should have provided the information you asked for. Given the years of experience and the breadth of the collective knowledge in that room, there is no reasonable excuse for their coordinated silence, which unfortunately gave the appearance of a pre-meeting collective agreement between Public Officials to purposely evade your questions.

For example:

- Assistant City Manager Amy Wooldridge wrote the Jeanne Sweeney Master Plan that includes this parcel and could have and should have disclosed the fact that the Food Bank is an **approved conforming use** of the Planned Development for Jean Sweeney Park as a retail/"concesssion" for on-site distribution of free food.
- City Attorney Ybin Shen--whose sole function at meetings is to ensure that the City follows the law-

-offered no legal determinations about the statements made by City Officials, including the Summary Report's 2+ year error regarding the date the Food Bank stopped operating at the Thau Way Parcel, as well as the ridiculous "nonconforming" zoning statements made by Planning Department staff.

- PS, it's his job to fact-check, not refer legalities back to non-lawyers, and he might even be violating his duties to the State Bar when he did so.
- Longtime Planning Director Andrew Thomas and current Acting Director Alan Tai, certainly know--but refused to disclose--the fact that the "nonconforming use grandfather clause" expires after a certain amount of time.
- City Manager Jennifer Ott certainly knows--but refused to disclose--the fact that the Staff Report erred by almost 2 years in reporting when the Alameda Food Bank stopped operations at 1900 Thau Way. She, as well as the Planning Dept Staff, surely know--and should have disclosed--the fact that the Food Bank stopped food distribution from Thau Way in March 2020, and it has been vacant (not active) since at least September 2020.
- Acting Planning Director Alan Tai also certainly knows--but refused to disclose--the fact that the Food Bank--as a distribution Center--is in fact an **approved conforming use** as part of the Jean Sweeney Open Space, yet he asserted their use is **nonconforming** (which was then the basis to approve the proposed lease)
- Planning Dept Directors Andrew Thomas and Alan Tai also certainly know--and should have disclosed--the fact that the Planning Board had a "Study session" item (2023-3369) the week before--intending to change the "non-conforming use" section of the Zoning Code--suspiciously including to "... provide a process for formally lapsing unused permits and non-conforming uses".
- City Manager Jennifer Ott and Andrew Thomas should have also made a point to publicly-disclose (during the item discussion) that they are the City's negotiators--not only for the lease at Thau Way--but also for the sale of 650 West Ranger (Building 92). At the very least, this unshared fact gives the appearance of hiding a potential conflict of interest in negotiations with the Food Bank and Alameda Point Collaborative (APC).
 - The City is currently negotiating a nearly \$1,000,000 pay-out for the majority of APC's 59-year lease in signed 2010 as part of the federally-mandated "Standards of Reasonableness" accommodations agreement during the base closure--also part of the required RESHAP settlement and other elements of Alameda Point development as well.

FACTCHECKS

(I invite the City Attorneys to fact-check these statements with their own supporting documentation)

Fact 1. AFB Use has always been "conforming"

A. There is no record of Alan Tai's and Andrew Thomas's assertions that the Food Bank ever operated as an "approved non-conforming use" at 1900 Thau Way.

B. Alameda Food Bank has had the same commercial use permit and zoning (M-1/PD) since 1990 for retail/warehousing/distribution.

(See: Planning Board Public Hearing 09/24/1990; Accela Citizen Access for 1900 Thau Way; Permits #P90-022 and B90-1426; <https://alameda.legistar.com/Legislation.aspx>)

C. When the Jean Sweeney Open Space Master Plan was implemented, the Food Bank was included as an approved open space use of on-site distribution of donated food (later planned to be food from the Park gardens) and is operationally considered a "concession", which also means it is a conforming use in the Planned Development Open Space zoning.

(See: <https://www.alamedaca.gov/Departments/Public-Works-Department/City-Projects/Jean-Sweeney-Open-Space-Urban-Ag-Project>; CC Items 2013-230, 2016-2586, 2017-383)

Fact 2. Corrected AFB Lease timeline

D. The Food Bank lease at Thau Way began on January 31, 1991, and the lease was amended per Ordinance #2964 on April 4 2007 as a 6-month lease when the Food Bank built their own trailer on the City-owned parcel.

(See Ordinance #2964, Permit #CB07-0528 and DR07-0017); <https://docs.alamedaca.gov/WebLink/browse.aspx?dbid=0&repo=CityofAlameda&cr=1>)

E. Use by the Alameda Food Bank continued from 1991 through most of 2020.

F. Operations as a food distribution center ended once the lockdowns started in March 2020.

G. The Food Bank ceased all activities by September 2020—approximately 3 years ago.

(See: <https://www.alamedafoodbank.org/history-mission/>; <https://alamedapost.com/features/alameda-life/island-community-market-welcomes-shoppers/>; and pers comms)

Although the above facts demonstrate the Food Bank operated 1900 Thau Way in conformance with the Zoning Codes, it appears the purpose for City Officials' contention it was nonconforming is for the sole purpose of getting this other nonconforming-use lease approved.

However, the next few Facts show that this attempt also fails, because statements made by City Officials about AFB operations and the zoning ordinances are also demonstrably false.

Fact 3. The "grandfather clause" has expired

A. Per AMC Zoning Code 30-20.1 to 30-20.7, when a zoning change is made that causes an already-existing (conforming) use/building to become out of compliance with the new zoning type, the existing use may be "grandfathered in" as an allowed non-conforming use/building.

B. Aside from the false assertion that the Food Bank operated as a nonconforming use, it appears City Officially intentionally falsified the supposed end date of AFB's operations at 1900 Thau Way specifically because there is a limit to the amount of time that a nonconforming use can be "grandfathered in".

C. What City Officials failed to disclose is that the non-conforming allowance is only for a maximum of 2 ½ years after the non-conforming use first became non-conforming; and/or expires sooner if the use/building is non-active for 12 months during that time.

D. Therefore, even if the Food Bank was ever a non-conforming use at Jean Sweeney Open Space, the grandfather clause expired no later than May 2021 because the park officially opened November 27, 2018 (=2.5 years)

(See: <https://bikeeastbay.org/grand-opening-jean-sweeney-open-space-park/#:~:text=The%20moment%20we've%20been,Sherman%20Street%20to%20Constitution%20Way.>)

E. Alternatively, given the other potential (faulty) interpretations of the grandfather clause, it has already expired because:

(1) Food Bank operations as a distribution center stopped in March 2020 (not December 2022), so it expired no later than June 2022 (=2.5 years).

(2) Food Bank operations stopped altogether in September 2020, so it expired no later than September 2021(=12 months inactivity).

F. This review of the grandfather clause shows the City's motivation for the omitted and falsified relevant information about the end date of the Food Bank's use.

Fact 4. The proposed use of the parcel/building is not the same as-or more restrictive than-the Food Bank's use

G. The other condition of the grandfather clause regarding non-conforming use is that the proposed use must be equivalent to, or more restrictive than, the existing use.

H. When Acting Planning Director Alan Tai reported that the use is equivalent, he convoluted the regulations saying that the type of company is equivalent (also a nonprofit), but it is the type of use that needs to be equivalent.

I. The use by Alameda Food Bank includes "Retail" (or more correctly "concession") for on-site distribution of food, while the proposed use by AGL is for storage. AGL goes to various locations (such as schools) to distribute their supplies, so this site is proposed only for storage.

J. Therefore, it is not an equivalent or more restrictive use.

Fact 5. Non-conforming use permits do not need to be presented before City Council, but leases do.

K. According to AMC 30-20 et sec, non-conforming use permits need only be approved by the Planning Director.

L. Leases DO need to come before Council, and if something's in an Ordinance, it's allowed—which enables the City to bypass the non-conforming use permit process (that doesn't even really exist in this case) and get it directly put into the Ordinance.

M. It doesn't take the sharpest tool in the shed to see this lease would never be approved unless there was a "special" reason for it.

N. So, they had to come up with something!

It begs the question: BUT WHY?????

Why the push for this organization to use this trailer on this parcel?

Given the enormous amount of collective malfeasance it would have taken to come up with and agree to this convoluted scheme, one can only imagine what is really going on.

However, if you have any doubt about intent—just look how Officials acted on the dais and ask yourself: why weren't the rest of the Officials even the least bit curious about the terms of the lease and the encroachment on our prized Jean Sweeney Open Space? Hmmm? (since youre asking....isn't there something in the Brown Act about not using staff as go-betweens to "meet"? hmmm...)

Then ask yourself again if this one looks like it is by the books or not.

Conclusion: The lease should not be granted and the Food Bank's abandoned graffiti-covered trailer should be removed from the City-owned parcel.

There is no need for that particular vendor to use that particular trailer on that particular parcel for storage. IT MAKES NO SENSE.

The City could even move the trailer to a vacant parking lot on the Base if they are so excited about it.

There is no legal reason for the trailer to remain on the parcel. It should be removed so Jean Sweeney Open Space can use the parcel properly per the City's Master Plan. And someone should clean that darn graffiti!

From: [Amy Wooldridge](#)
To: [CityCouncil-List](#)
Cc: [Justin Long](#)
Subject: RE: City Council Meeting October 3, 2023, Item 5-I Final Passage of Ordinance Re: All Good Living Foundation
Date: Tuesday, October 3, 2023 11:15:33 AM

Hello Mr. Dehaan,

That's correct that ARPD is working on the City Aquatic Center planning and design process, which was approved by City Council for the western side of Sweeney Park. However, that design does not preclude the continued use of the trailer on Wilma Chan Way for several reasons.

The Aquatic Center, its associated parking lot and the future community garden, will all be located north of the Cross Alameda Trail between the trail and the business park. The trail cannot be moved because, as part of the previous construction, the City consolidated, wrapped and buried the contaminated soil onsite under the trail, per State direction. Plus, the area south of the trail is now more constrained as a smaller size due to the Union Pacific settlement and the final City boundaries so the community garden no longer fits in that area. Given that staff is focused on the Aquatic Center planning and construction (in addition to Estuary Park Phase II and De-Pave Park), there are no plans within the next several years to seek funding or design the area where the trailer is located. If this were to change, the proposed All Good Living Foundation lease term is less than five years and includes a 6-month, no cause, termination clause. Park planning takes years to secure funding, conduct community outreach and design so the City would have ample time to provide termination notice to the tenant. This lease in no way prevents any future park planning or construction for that area.

In addition, the All Good Living Foundation plans to beautify the area and paint the trailer. And when that area is activated with people and uses then it will naturally deter unwanted behavior and uses of the site such as graffiti and trash as is currently the case. It brings an active use adjacent to the park rather than serve as an empty attractive nuisance near the entrance to the park.

Lastly, one component of the All Good Living Foundation's mission is to provide athletic equipment to underserved youth and help them get access to sports which is aligned with recreation and parks. They have donated over 600 pieces of equipment to local organizations over the last year and a half including AUSD, Building Futures, charter schools, APC and Corica Park programs.

Thank you,
Amy

Amy Wooldridge, she/her
Assistant City Manager
awooldridge@alamedaca.gov
(510) 747-4709

From: Doug Dehaan <dc2doug@aol.com>

Sent: Monday, October 2, 2023 10:35 PM

To: Marilyn Ezzy Ashcraft <MEzzyAshcraft@alamedaca.gov>; Tony Daysog <TDaysog@alamedaca.gov>; tjensen@alameda.gov; mvella@alameda.gov; City Clerk <CLERK@alamedaca.gov>; Manager Manager <MANAGER@alamedaca.gov>

Subject: [EXTERNAL] City Council Meeting October 3, 2023, Item 5-I Final Passage of Ordinance Re: All Good Living Foundation

Since the Council has moved forward with the Swim Center at the Jean Sweeney Open Space Park (JSOSP), I find it very concerning that the city is even considering the use of the abandoned Food Bank Distribution Building for storage/warehousing for used youth clothing.

In light of the fact that the Council has given direction to start the preliminary design process for the City Swim Center, which will be located adjacent to the former Food Bank Distribution Center; this city park property could be a valuable asset incorporated into the swim center or JSOSP present and future needs. Warehousing/storage is not the best or highest use for park property.

This proposal has not been reviewed by the JSOSP Foundation Board. I highly recommend that no action be taken at this time.

Douglas deHaan
Co-Chairperson
Jean Sweeney Open Space Park Foundation
[Sent from AOL on AndrJoid](#)