

CITY OF ALAMEDA RESOLUTION NO. _____

AMENDING THE FISCAL YEAR 2024-25 CAPITAL IMPROVEMENT BUDGET BY INCREASING REVENUE AND APPROPRIATIONS IN CAPITAL IMPROVEMENT PROJECT C62100 BY APPROPRIATING \$261,000 FROM TRANSPORTATION IMPROVEMENT FUND BALANCE (FUND 287)

WHEREAS, on April 4, 1989, the City of Alameda (City), Harbor Bay Isle Associates, Harbor Bay Village Four Associates, and Harbor Bay Village Five Associates entered into an Infrastructure Agreement (attached hereto as Exhibit A), which addressed issues involving traffic and access to Bay Farm Island and Harbor Bay Isle, as well as "Traffic Improvement Projects" to mitigate such issues; and

WHEREAS, the Infrastructure Agreement provides for the allocation of certain taxes to be set aside in the "Traffic Improvement Fund," Fund 287, to fund "Traffic Improvement Projects" involving Bay Farm Island and Harbor Bay Isle as set forth in Exhibit "A" of the Infrastructure Agreement; and

WHEREAS, the Infrastructure Agreement was amended on October 1, 2019 (attached hereto as Exhibit B) where Harbor Bay Isle Associates assigned to Harbor Bay Business Park Association its rights and obligations under the Infrastructure Agreement, and Harbor Bay Business Park Association accepted and assumed such rights and obligations under the Infrastructure Agreement; and

WHEREAS, the October 1, 2019 Infrastructure Agreement Amendment also modified the schedule of Traffic Improvement Projects included in Exhibit "A" of the Infrastructure Agreement; and

WHEREAS, on November 1, 2022 the City Council approved a Second Amendment (attached hereto as Exhibit C) to the Infrastructure Agreement; and

WHEREAS, the project scope has expanded from November 2022 to include accessibility improvements at the Harbor Bay Ferry Terminal Parking lot, an eligible traffic improvement project in the second amendment to the Infrastructure Agreement; and

WHEREAS, on May 15, 2025 seven bids were received to construct ADA improvements and new bus shelters for the Harbor Bay Bus Stop and Ferry Terminal Improvements project; and

WHEREAS, an additional \$261,000 is required to fully fund construction, monument and wayfinding signs, engineering and construction support services, and contingencies for the Harbor Bay Bus Stop and Ferry Terminal Improvements project; and

WHEREAS, sufficient fund balance is available in Fund 287 to fund these improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Alameda hereby amends, the Fiscal Year 2024-25 Capital Budget by appropriating \$261,000 from Transportation Improvement Fund, Fund 287, increasing revenues and appropriations in Capital Improvement Program C62100 by \$261,000.

INFRASTRUCTURE AGREEMENT *Q* *10* *SKB*

This AGREEMENT is entered into this 24th day of April, 1989 by and between CITY OF ALAMEDA a municipal corporation of the State of California ("CITY"), and HARBOR BAY ISLE ASSOCIATES, a general partnership ("HBIA"), HARBOR BAY VILLAGE FOUR ASSOCIATES, a limited partnership ("HBVFOUR"), and HARBOR BAY VILLAGE FIVE ASSOCIATES, a limited partnership ("HBVFIVE") (collectively "HARBOR BAY") pursuant to the settlement agreement between these parties dated November 3, 1988.

WHEREAS, the settlement agreement requires the parties to enter into a written agreement setting forth existing and anticipated future issues and problems involving access to Bay Farm Island and Harbor Bay Isle ("HBI") and the responsibilities of CITY and HBIA in regard to planning and funding solutions to those problems;

WHEREAS, the parties recognize that the build-out of the remaining residential portion of HBI and the development and completion of the build-out of the HBI Business Park will add traffic on streets and intersections providing access to Bay Farm Island and HBI;

WHEREAS, by this agreement the parties intend to identify the existing and anticipated future problems relating to access to Bay Farm Island and HBI and to assign planning responsibility for improvement of access and mitigation of effects of existing and additional traffic

volume, access between HBI and Bay Farm Island residential areas and the HBI Business Park, transit services, including a ferry service to San Francisco, and transportation system management measures; and

WHEREAS, the settlement agreement provides for the allocation of certain taxes to be set aside and expended only upon infrastructure projects relating to access to Bay Farm Island and HBI;

NOW, THEREFORE, the parties agree as follows:

1. Access Problems and Issues. The parties hereby identify the specific existing or anticipated future access problems, projects and/or issues ("Traffic Improvement Projects") involving Bay Farm Island and HBI as set forth in Exhibit "A" attached hereto. City and HBIA agree that the presently identified Traffic Improvement Projects fall into two categories, relating in large part to their proximity to HBI and the extent of HBI's impact upon the underlying cause(s) of or need(s) for such projects. The City or local share of the cost of the Projects included in Group One of Exhibit A shall be paid one-half from the special Traffic Improvement Fund described in paragraph 2 below and one-half from other City funds. The City or local share of the cost of those Projects included in Group Two of Exhibit A shall be paid entirely from the Traffic Improvement Fund. Traffic Improvement Projects may be added to either category, or new categories of such

projects may be created from time-to-time by mutual agreement of City and Harbor Bay. City and HARBOR BAY agree to work together to find and/or maximize other federal, state and local sources of funds for both categories of projects, so long as there is no impact upon City's revenues for other purposes.

2. Special Traffic Improvement Fund.

a. The City shall immediately create and segregate a special fund ("Traffic Improvement Fund") to be used only for the following purposes: payment of the costs of identifying and mitigating access problems to Bay Farm Island and HBI, including, but not limited to, planning, studies, design and construction of mitigation projects identified in Exhibit "A" attached hereto, regardless of whether such activity is carried out by the City alone or in conjunction with other entities or agencies. The mitigation work and projects identified by this agreement are a public benefit intended to benefit all of the citizens of the City. The City shall pay into the Traffic Improvement Fund, from and after the date of execution of this agreement and ending at such time as a resolution adopted by the City Council certifies that the fund has a balance sufficient to complete payment for all work and projects required as a result of this agreement:

(1) All improvement taxes collected by the City pursuant to Chapter 15 of the Alameda Municipal Code on all

construction of any type in HBI from and after November 3, 1988; and

(2) 50% of the City's share of the difference between the amount of each installment of real property taxes received for all real property located in the entire HBI Business Park, regardless of ownership, for the tax year 1988-1989 and the amount of each installment of such taxes received by City during each subsequent tax year or portion thereof, beginning with the first installment of ~~Dec Dec 10, 1989~~ the 1989-1990 tax year and continuing until the conclusion of this agreement; attached hereto as Exhibit "B" is a schedule of the total and the City's share of HBI Business Park real property taxes for each installment of the 1988-1989 tax year.

b. Collectively, the taxes described in paragraphs 2a(1) and (2) shall be referred to as "Traffic Improvement Taxes." All Traffic Improvement Taxes required to be paid into the Traffic Improvement Fund shall be paid within ten days of receipt by City.

3. Planning and Reporting.

a. Commencing with the City's fiscal year beginning July 1, 1989, and on an annual basis thereafter, the City shall within the first 60 days of such year prepare a plan for solution of the traffic and access problems addressed by this agreement and a schedule of costs, methods of financing or payment, and timing for

construction of or otherwise accomplishing the solutions to such problems, both on a detailed basis for projects to be undertaken in the year of the plan and on a projected basis for anticipated future projects ("Annual Traffic Improvement Plan"). The Annual Traffic Improvement Plan shall be transmitted immediately after completion to HBIA for its review and comments and City shall implement reasonable proposals and suggestions for changes to the plan made by HBIA.

b. The initial plan shall be accompanied by a statement of the amounts and dates of Receipt of Traffic Improvement Taxes and of deposits into the special fund and the balance of the fund. Thereafter, on a quarterly basis, City shall provide HBIA with a report describing the progress of the work included in the then current Annual Traffic Improvement Plan and a statement showing the amounts, costs and proceeds of bond sales, if any, dates of receipt of Traffic Improvement Taxes, dates and amounts of deposits into the Traffic Improvement Fund, interest accrued, use or application of withdrawn funds and the balance of the fund as of the reporting date.

4. Limitation of Liability to Traffic Improvement Fund.

a. The cost of projects required to be undertaken by this agreement may be paid by the City directly from the Traffic Improvement Taxes deposited in the Traffic Improvement Fund or from proceeds raised by the issuance

and sale of bonds, deposited in the fund, or a combination thereof. If bonds are issued and sold, costs of sale and principal and interest on the bonds shall be paid only from the Traffic Improvement Fund and the bondholders shall have no recourse to the City if the Traffic Improvement Fund proves inadequate.

b. Payment from the Traffic Improvement Fund for property, goods or services shall be made only for such property, goods and services that may actually be sold or provided to the City during each year and only upon the actual transfer to the City of such property or goods or the performance of such services.

c. The City shall not be required to pay any obligation of the Traffic Improvement Fund from the City's general fund or by exercise of its tax powers. Nothing herein shall prevent the City from entering into agreements in excess of one year to effectuate work or projects required as a result of this agreement in order to acquire property or goods or procure services, so long as payment is contingent upon such transfer or performance.

d. At any time or from time-to-time, if City and HBIA agree that there is a need to proceed with or complete a Traffic Improvement Project or Projects contemplated by this agreement prior to the time when the Traffic Improvement Fund would contain funds adequate for such purposes and the Traffic Improvement Taxes or other

revenues of the fund are not sufficient to permit the sale of bonds to fund such project or projects, or if such bonds cannot be sold efficiently or economically, so long as there is no legal impediment, HBIA may, but shall not be required to:

(1) Prepay Traffic Improvement Taxes or otherwise loan sums to the Traffic Improvement Fund at commercially reasonable interest rates; or

(2) Use any and all lawful means to facilitate sale of bonds, or purchase bonds for its own account.

e. In the event that the Traffic Improvement Fund's final liability for the costs of Traffic Improvement Projects exceeds its revenues from all sources as described herein, then, and only then, shall HBIA be responsible for such excess costs.

EXECUTED at Alameda, California, on the date first above written.

Approved as to form:


City Attorney

CITY OF ALAMEDA, a municipal corporation of the State of California

By 

Its Mayor

Authorized by Council

Resolution No.

ORDINANCE 2426

Adopted April 4, 1989

HARBOR BAY VILLAGE FOUR
ASSOCIATES, a limited
partnership

By DORIC DEVELOPMENT, INC.
General Partner

By Paul Weiskamp
Its Sen. Vice Pres.

By HOME CAPITAL CORPORATION,
General Partner

By Jacqueline K. O'Neil
Its Project Manager
By Art Corum
Its Regional Director

HARBOR BAY ISLE ASSOCIATES, a
general partnership

By DORIC DEVELOPMENT, INC.,
General Partner

By Paul K. Bshell
Its EXECUTIVE VICE PRES

HARBOR BAY VILLAGE FIVE
ASSOCIATES, a limited
partnership

By DORIC DEVELOPMENT, INC.,
General Partner

By Paul Weiskamp
Its Vice President

By HOME CAPITAL CORPORATION,
General Partner

By Jacqueline K. O'Neil
Its Project Manager
By Art Corum
Its Regional Director

EXHIBIT A

TRAFFIC IMPROVEMENT PROJECTS

Group 1 - 50% of city cost from traffic improvement fund:

1. Widening Doolittle Drive to four lanes between Harbor Bay Parkway and Island Drive;
2. Modification of the Doolittle Drive - Island Drive intersection;
3. Modification of the Otis Drive - Broadway intersection;
4. Modification of the Otis Drive - High Street intersection;
5. Modification of the Otis Drive - Fernside Blvd. intersection;
6. Modification of the High Street - Fernside Blvd. intersection;
7. Increased capacity of the Bay Farm Island Bridge; and
8. Increased capacity of the High Street Bridge.

Group 2 - 100% of city costs from traffic improvement fund:

1. Construction of the Cross-Airport Roadway between Harbor Bay Parkway and 98th Avenue;
2. Construction of a new intersection between Harbor Bay Parkway and the Cross-Airport Roadway and realignment of Harbor Bay Parkway;
3. Realignment of the Maitland Road - Harbor Bay Parkway intersection to lessen residential incursion resulting from construction of the Cross-Airport Roadway;
4. Signalization as determined to be needed by the City Engineer on Bay Farm Island; and
5. Transportation systems management programs for the HBI Business Park.

SUMMARY OF HARBOR BAY BUSINESS PARK PROPERTY TAXES
1988-1989

Acres	Tax Ref.	Locntion	Assessed Value	Tax 1st	Tax 2nd	Tax Both
3.00	74-1339-019	Plaza 1, Lot 1; 1151 HBPW	3,725,000	18,625.00	18,625.00	37,250.00
2.95	74-1339-024	Plaza 1, Lot 2; 1141 HBPW	5,924,259	29,621.30	29,621.29	59,242.59
2.46	74-1339-023	Plaza 1, Lot 3; 1131 HBPW	5,237,528	26,187.64	26,187.64	52,375.28
0.87	74-1339-022	Plaza 1, Lot 4	37,619	188.10	188.09	376.19
1.10	74-1339-021	Plaza 1, Lot 5	22,192	110.96	110.96	221.92
1.00	74-1339-020	Plaza 1, Lot 6	21,640	108.20	108.20	216.40
13.87	74-1339-018	Plaza 2, Bat Tower	357,949	1,789.75	1,789.74	3,579.49
4.77	74-1339-025	Plaza 3, Lot 1; Rand	4,810,000	24,050.00	24,050.00	48,100.00
4.51	74-1339-026	Plaza 3, Lot 2	106,987	534.94	534.93	1,069.87
5.45	74-1339-016	Plaza 4, FHLB	15,647,300	78,236.50	78,236.50	156,473.00
5.50	74-1339-015	Plaza 4, Surgical Dynamics	137,956	689.78	689.78	1,379.56
1.00	74-1339-017	Plaza 4, Lake	25,836	129.18	129.18	258.36
24.21	74-1339-027	Plaza 5, Parkway Center	33,956,100	169,780.50	169,780.50	339,561.00
6.38	74-1339-004	Plaza 6, Lot 1; 1310 HBPW	3,391,704	16,958.52	16,958.52	33,917.04
6.25	74-1339-005	Plaza 6, Lot 2; 1320 HBPW	9,108,390	45,541.95	45,541.95	91,083.90
6.00	74-1339-006	Plaza 6, Lot 3; 1430 HBPW	3,073,029	15,365.15	15,365.14	30,730.29
5.75	74-1339-007	Plaza 6, Lot 4; 1420 HBPW	10,724,456	53,622.28	53,622.28	107,244.56
5.62	74-1339-008	Plaza 6, Lot 5; 1410 HBPW	3,039,737	15,198.69	15,198.68	30,397.37
2.15	74-1337-004	Plaza 7, Triton	5,404,172	27,020.86	27,020.86	54,041.72
4.12	74-1337-005	Plaza 7, Lot 2	193,245	966.23	966.22	1,932.45
2.47	74-1339-011	Plaza 8, Airport Center	1,308,615	6,543.08	6,543.07	13,086.15
2.47	74-1339-012	Plaza 8, Airport Center	1,728,765	8,643.83	8,643.82	17,287.65
2.53	74-1339-013	Plaza 8, Airport Center	1,070,676	5,353.38	5,353.38	10,706.76
2.53	74-1339-014	Plaza 8, Airport Center	1,070,676	5,353.38	5,353.38	10,706.76
11.20	74-1339-028	South Loop Road	263,024	1,315.12	1,315.12	2,630.24
5.00	74-1339-029	South Loop Road	117,421	587.11	587.10	1,174.21
2.41	74-1339-030	South Loop Road	56,597	282.99	282.98	565.97
3.00	74-1339-031	South Loop Road	70,453	352.27	352.26	704.53

Acres	Tax Ref.	Location	Assessed Value	Tax 1st	Tax 2nd	Tax Both
9.80	74-1339-032	South Loop Road	230,146	1,150.73	1,150.73	2,301.46
41.58	74-1040-029	Undeveloped-Ferry Terminal	973,474	4,867.37	4,867.37	9,734.74
5.00	74-1337-006	HBPW	117,060	585.30	585.30	1,170.60
5.15	74-1337-007	HBPW	120,572	602.86	602.86	1,205.72
9.14	74-1337-008	HBPW	213,987	1,069.94	1,069.93	2,139.87
9.14	74-1337-009	HBPW	213,987	1,069.94	1,069.93	2,139.87
10.01	74-1337-010	HBPW	234,354	1,171.77	1,171.77	2,343.54
5.02	74-1337-011	North Loop Road	117,529	587.65	587.64	1,175.29
7.99	74-1337-012	North Loop Road	187,062	935.31	935.31	1,870.62
10.05	74-1337-013	North Loop Road	235,291	1,176.46	1,176.45	2,352.91
4.85	74-1337-014	North Loop Road	113,548	567.74	567.74	1,135.48
1.18	74-1337-015	North Loop Road	27,626	138.13	138.13	272.26
2.56	74-1337-016	North Loop Road	59,934	299.67	299.67	599.34
1.29	74-1337-017	North Loop Road	30,202	151.01	151.01	302.02
1.27	74-1337-018	North Loop Road	29,734	148.67	148.67	297.34
0.75	74-1337-019	North Loop Road	17,510	87.55	87.55	175.10
0.88	74-1337-020	North Loop Road	20,648	103.24	103.24	206.48
0.84	74-1337-021	North Loop Road	19,685	98.43	98.42	196.85
0.80	74-1337-022	North Loop Road	18,760	93.80	93.80	187.60
0.77	74-1337-023	North Loop Road	18,001	90.01	90.00	180.01
0.81	74-1337-024	North Loop Road	19,072	95.36	95.36	190.72
1.54	74-1337-025	North Loop Road	36,054	180.27	180.27	360.54
1.63	74-1337-026	North Loop Road	38,162	190.81	190.81	381.62
1.58	74-1337-027	North Loop Road	36,991	184.96	184.95	369.91
1.67	74-1337-028	North Loop Road	39,098	195.49	195.49	390.98
0.45	74-1337-029	North Loop Road	10,555	52.78	52.77	105.55
0.99	74-1337-030	North Loop Road	23,127	115.64	115.63	231.27
1.00	74-1337-031	North Loop Road	23,412	117.06	117.06	234.12
1.43	74-1337-032	North Loop Road	33,479	167.40	167.39	334.79
1.34	74-1337-034	Restaurant Site	31,372	156.86	156.86	313.72
4.61	74-1337-035	Bay Edge Park	-	-	-	-
5.82	-	Roads-North Loop	-	-	-	-
0.15	-	Roads-Catalina	-	-	-	-
0.67	-	Roads-HBPW Widening	-	-	-	-

290.33

113,921.758 569,608.90 569,608.90 1,139,217.58

City Share of Taxes (.33305816)

189,712.89 189,712.81 379,425.70

Scale = 1:1000'

PM 4043 138/40

PM: 5274 17K/4

Corrected: 3.2.57 5.58

2-25-63
 3-2-63
 4-22-63
 6-23-63
 8-24-60
 11-15-61
 11-15-64
 2-8-65
 3-14-65
 4-25-65
 6-23-65
 8-24-65
 11-15-65

NOTE Coordinates are based on
California Coordinate System, Zone 3.

REF: Coordinate Map (HMC-10-A) 301
Primer Sur No 24773-4 (CASE 1 OR 5-21)
Part of Oak Dwg 22-154 (CASE 2 OR 6-1)
Part of Way Rec Map, II ALA 226 (CASE 104-151)
Dist. 34 and 112, II ALA 226 - CO. 148-348-84
EM (34-60-A) 231,
FM 3773 (137/3)
FM 4037 (143/3)
FM 4236 (144/8)
FM 4564 (137/8)
FM 4497 (152/3)

1337

Scale: 1" = 100'

PM. 4043	178148
PM. 4238	145789
PM. 4497	15213
PM. 5274	17514

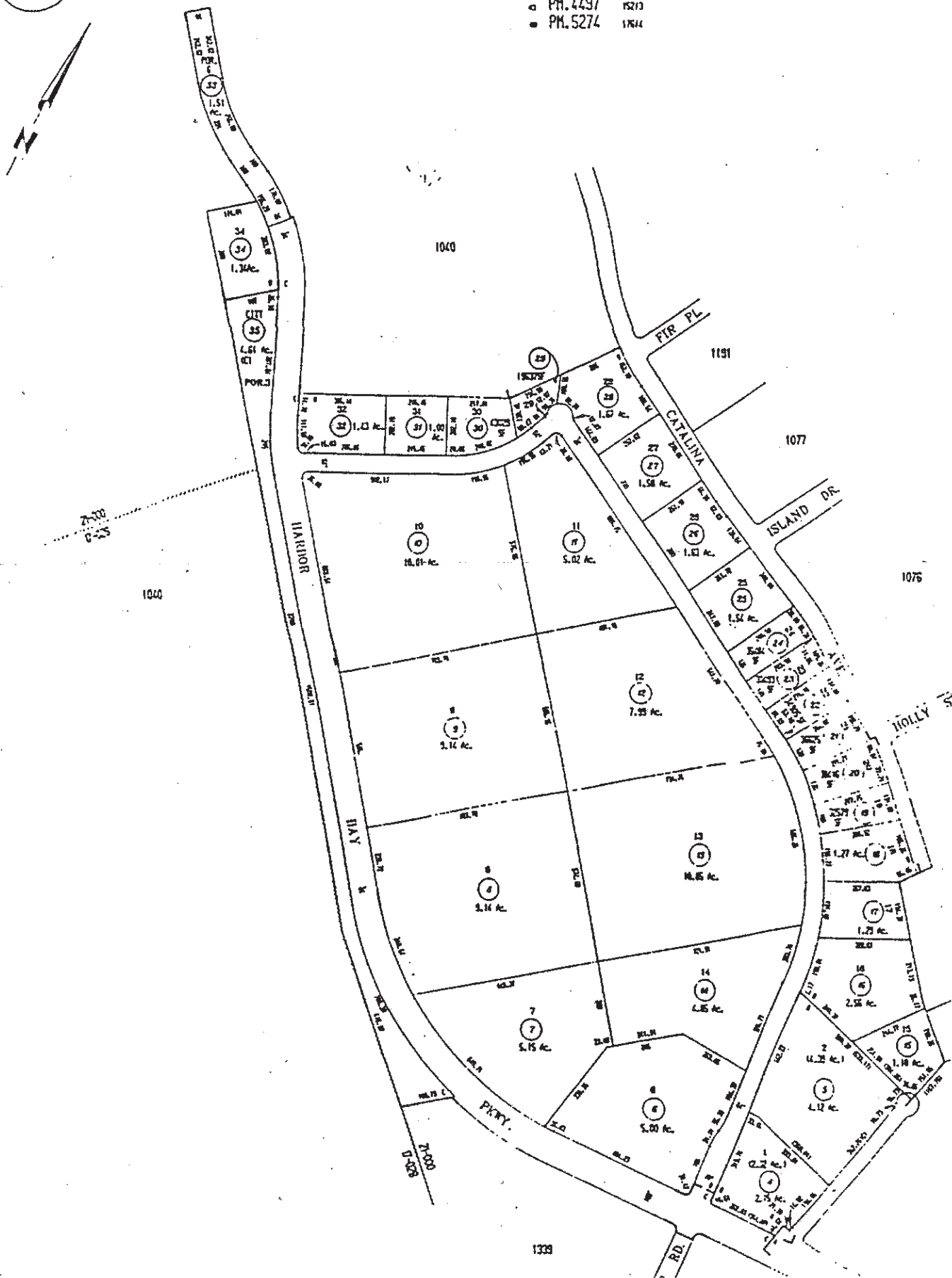
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11-03-14

Draw up:

1142



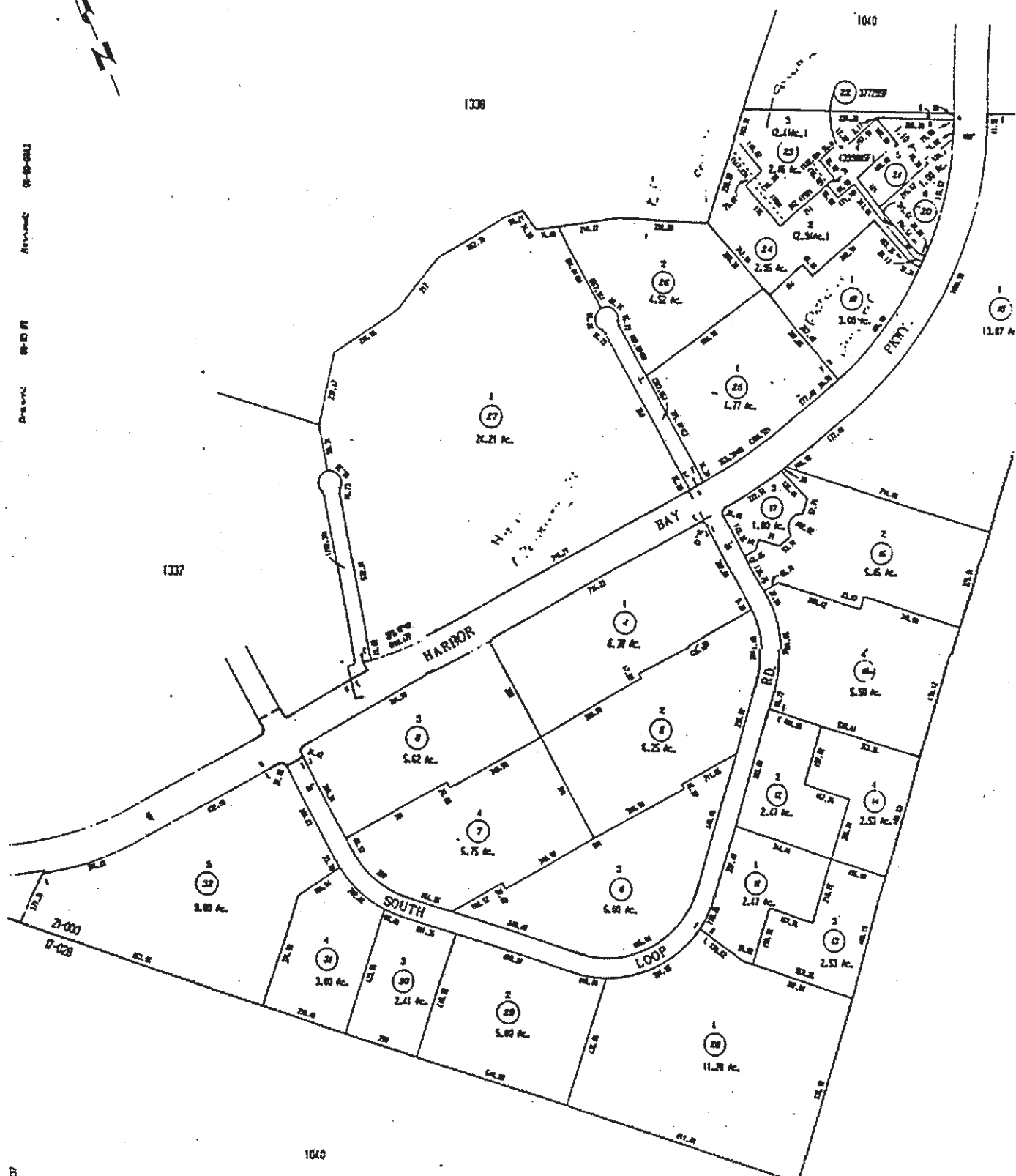
ASSESSOR'S MAP 74

Code Area Nos. 21-000



Scale: 1" = 300'

UTAH CONSTRUCTION CO. BAY FARM ISLAND 20/53
 PH. 3940 137724 PH. 4112 141116 PH. 5274 17614
 PH. 3964 137725 PH. 4497 15273
 PH. 4013 13875 PH. 4507 152721
 PH. 4043 138748 PH. 4586 152711
 PH. 4124 141118 PH. 4890 152722



FIRST AMENDMENT TO INFRASTRUCTURE AGREEMENT

This FIRST AMENDMENT TO INFRASTRUCTURE AGREEMENT ("**First Amendment**") is entered into as of October 1, 2019 by and among the CITY OF ALAMEDA, a municipal corporation ("**City**"), HARBOR BAY ISLE ASSOCIATES, a California general partnership ("**HBIA**"), and the HARBOR BAY BUSINESS PARK ASSOCIATION, a California mutual benefit non-profit corporation ("**HBBPA**").

RECITALS

A. City, HBIA, HARBOR BAY VILLAGE FOUR ASSOCIATES, a California limited partnership ("**HBVFOUR**"), and HARBOR BAY VILLAGE FIVE ASSOCIATES, a California limited partnership ("**HBVFIVE**"), entered into that certain Infrastructure Agreement dated April 4, 1989, pursuant to which the parties, among other things: (i) identified issues involving traffic and access to Bay Farm Island and Harbor Bay Isle, as well as "**Traffic Improvement Projects**" to mitigate such issues, and (ii) established a "**Traffic Improvement Fund**" to hold the "**Traffic Improvement Taxes**" collected. Terms not otherwise defined in this First Amendment shall have the meaning given to them in the Infrastructure Agreement.

B. HBVFOUR and HBVFIVE have completed construction of all homes and related improvements within their respective residential areas of Harbor Bay Isle. HBVFOUR dissolved, and on September 28, 2001, HBVFIVE and HBIA merged, with the surviving entity retaining the HBIA name.

C. HBIA, which was the master developer of Harbor Bay Isle and the Harbor Bay Business Park, is currently winding up its business activities in Harbor Bay Isle and the Harbor Bay Business Park. Accordingly, HBIA desires to assign to HBBPA its rights and obligations under the Infrastructure Agreement, and HBBPA desires to assume such rights and obligations from HBIA.

D. The parties also desire to update the list of Traffic Improvement Projects eligible for funding with Traffic Improvement Funds and make certain other modifications to the Infrastructure Agreement, as further described herein.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, HBIA and HBBPA agree as follows:

1. **Assignment and Consent to Assignment.** HBIA hereby assigns to HBBPA all of its rights and obligations under the Infrastructure Agreement, as amended hereby. HBBPA hereby accepts and assumes such rights and obligations under the Infrastructure Agreement, as amended hereby. CITY hereby acknowledges such assignment.

2. **Traffic Improvements Projects Eligible for Traffic Improvement Fund.** The original schedule of Traffic Improvement Projects eligible to be funded with Traffic Improvement Funds, as set out on Exhibit A of the Infrastructure Agreement, is deleted in its

entirety and replaced with the list of Traffic Improvement Projects set out on Exhibit A attached to this First Amendment.

3. **Planning and Reporting.** Section 3 of the Infrastructure Agreement shall be deleted in its entirety and replaced with the following: “**Planning and Reporting.** Commencing with City’s fiscal year beginning July 1, 2019, and continuing on an annual basis thereafter, in December or January of each fiscal year, City and HBBPA shall meet and confer (a) regarding potential updates to the schedule of Traffic Improvement Projects eligible to be funded with Traffic Improvement Funds, and (b) to review a report prepared by the City on the amount of Traffic Improvement Funds held in the TIF and the amounts withdrawn from the TIF for Transportation Improvement Projects since the prior meet and confer session; provided that by no later than October 1 of each fiscal year, HBBPA shall deliver a written notice to the City, attention City Engineer and Public Works Director, requesting that such annual meeting occur and that such report be prepared for the meeting. If the parties agree at the meeting to make changes to the schedule of Traffic Improvement Projects, the changes shall be memorialized in a subsequent amendment to the Infrastructure Agreement, the form and substance of which shall be approved by the City.

4. **Delivery of Notices.** Any notice, report, or other communication delivered by a party to another pursuant to this First Amendment shall be deemed delivered when (a) personally served, (b) two (2) business days after such notice is deposited in the United States Mail with postage fully prepaid, or (c) the day following delivery to a nationally recognized overnight courier service, such as FedEx at the addresses set forth below or at such other addresses as the a party may from time to time provide by written notice given pursuant hereto:

To City: The City of Alameda, City Hall, 2263 Santa Clara Avenue, Room 280, Alameda, CA 94501, Attn: City Attorney.

With an Additional Copy to: The City of Alameda, City Hall West, 950 W. Midway Ave., Alameda, CA 94501, Attn: Director of Public Works.

To HBIA: Harbor Bay Isle Associates, Attn: John Martin, President c/o Tim Hoppen, 200 Packet Landing Road, Alameda, CA 94502.

To HBBPA: Harbor Bay Business Park Association, c/o GS Management Company, 5674 Sonoma Drive, Pleasanton, CA 94566; With a copy to Joseph Ernst, srmErnst Development Partners, 2220 Livingston Street, Suite 208, Oakland, CA 94606.

5. **Confirmation of Binding Effect of Remaining Sections of Infrastructure Agreement.** Except for changes described in this First Amendment, all the other terms and conditions of the Infrastructure Agreement, shall remain in full force and effect.

[Signatures on subsequent page.]

IN WITNESS WHEREOF, this First Amendment is executed by persons authorized to represent the respective party:

CITY OF ALAMEDA, a municipal corporation

By: _____

Eric J. Levitt, City Manager

APPROVED AS TO FORM:

City Attorney

By: _____

Lisa Nelson Maxwell, Assistant City Attorney

HARBOR BAY ISLE ASSOCIATES, a California general partnership

By: Doric Realty, Inc., a California corporation, Its Managing General Partner

By: _____

John Martin, President

HARBOR BAY BUSINESS PARK ASSOCIATION, a California mutual benefit non-profit corporation

By: _____

Joseph Ernst, President

IN WITNESS WHEREOF, this First Amendment is executed by persons authorized to represent the respective party:

CITY OF ALAMEDA, a municipal corporation

By: _____

Eric J. Levitt, City Manager

APPROVED AS TO FORM:

City Attorney

By: _____

Lisa Nelson Maxwell, Assistant City Attorney

HARBOR BAY ISLE ASSOCIATES, a California general partnership

By: Doric Realty, Inc., a California corporation, Its Managing General Partner

By: _____

John Martin, President

HARBOR BAY BUSINESS PARK ASSOCIATION, a California mutual benefit non-profit corporation

By:  _____

Joseph Ernst, President

EXHIBIT A

UPDATED SCHEDULE OF TRAFFIC IMPROVEMENT PROJECTS – 2019

Group 1 – 50 % of City costs from Traffic Improvement Fund: None.

Group 2 – 100% of City costs from Traffic Improvement Fund:

1. Signalization or other intersection control as determined to be needed on Bay Farm Island by the City Engineer;
2. Transportation systems management programs for Bay Farm Island, including, without limitation payment of up to \$500,000 to the San Francisco Bay Area Water Emergency Transportation Authority (“WETA”) pursuant to Section 11.2 (a)(i) of that certain Ferry Service Operations Transfer Agreement, dated February 25, 2011, between the City of Alameda, Alameda Reuse and Redevelopment Authority and WETA with respect to WETA’s operation of the Harbor Bay Ferry Terminal at Bay Farm Island.
3. Maintenance and repair of landside improvements at Harbor Bay Ferry Terminal; and
4. Expansion of shuttle bus service connecting businesses in the Harbor Bay Business Park to and from the Harbor Bay Ferry Terminal, to the Harbor Bay Landing Center, to the South Shore Shopping Center and to any Park and Ride lots provided in the vicinity.

SECOND AMENDMENT TO INFRASTRUCTURE AGREEMENT

This SECOND AMENDMENT TO INFRASTRUCTURE AGREEMENT (“**Second Amendment**”) is entered into as of November 2, 2022 by and between the CITY OF ALAMEDA, a municipal corporation (“**City**”) and the HARBOR BAY BUSINESS PARK ASSOCIATION, a California mutual benefit non-profit corporation (“**HBBPA**”).

RECITALS

A. City, HARBOR BAY ISLE ASSOCIATES, a California general partnership (“**HBIA**”), HARBOR BAY VILLAGE FOUR ASSOCIATES, a California limited partnership (“**HBVFOUR**”), and HARBOR BAY VILLAGE FIVE ASSOCIATES, a California limited partnership (“**HBVFIVE**”), entered into that certain Infrastructure Agreement dated April 4, 1989, pursuant to which the parties, among other things: (i) identified issues involving traffic and access to Bay Farm Island and Harbor Bay Isle, as well as “**Traffic Improvement Projects**” to mitigate such issues, and (ii) established a “**Traffic Improvement Fund**” to hold the “**Traffic Improvement Taxes**” collected. Terms not otherwise defined in this Second Amendment shall have the meaning given to them in the Infrastructure Agreement.

B. In a First Amendment to Infrastructure Agreement entered into as of October 1, 2019, HBIA assigned to HBBPA all of its rights and obligations under the Infrastructure Agreement, and HBBPA accepted and assumed such rights and obligations under the Infrastructure Agreement.

C. In the First Amendment to Infrastructure Agreement, the parties updated the schedule of Traffic Improvement Projects eligible to be funded from the Traffic Improvement Fund, which schedule was set out as Exhibit A attached to the First Amendment to Infrastructure Agreement.

D. The parties desire to update the list of Traffic Improvement Projects eligible for funding with Traffic Improvement Funds, as further described herein.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and HBBPA agree as follows:

1. **Traffic Improvements Projects Eligible for Traffic Improvement Fund.** The original schedule of Traffic Improvement Projects eligible to be funded with Traffic Improvement Funds, as set out on Exhibit A of the Infrastructure Agreement, was deleted in its entirety and replaced with the list of Traffic Improvement Projects set out on Exhibit A attached to the First Amendment to Infrastructure Agreement. The parties desire in this Second Amendment to Infrastructure Agreement to further update the schedule of Traffic Improvement Projects eligible to be funded with Traffic Improvement Funds. Accordingly, Exhibit A attached to the First Amendment is hereby deleted in its entirety and replaced with the schedule of Traffic Improvement Projects attached as Exhibit A to this Second Amendment.

2. **Delivery of Notices.** Any notice, report, or other communication delivered by a party to another pursuant to this Second Amendment to Infrastructure Agreement shall be deemed delivered when (a) personally served, (b) two (2) business days after such notice is deposited in the United States Mail with postage fully prepaid, or (c) the day following delivery to a nationally recognized overnight courier service, such as FedEx at the addresses set forth below or at such other addresses as the a party may from time to time provide by written notice given pursuant hereto:

To City: The City of Alameda, City Hall, 2263 Santa Clara Avenue, Room 280, Alameda, CA 94501, Attn: City Attorney.

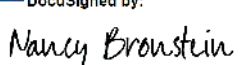
With an Additional Copy to: The City of Alameda, City Hall West, 950 W. Midway Ave., Alameda, CA 94501, Attn: Director of Public Works.

To HBBPA: Harbor Bay Business Park Association, c/o GS Management Company, 5674 Sonoma Drive, Pleasanton, CA 94566; With a copy to Joseph Ernst, srmErnst Development Partners, 2220 Livingston Street, Suite 208, Oakland, CA 94606.

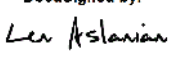
3. **Confirmation of Binding Effect of Remaining Sections of Infrastructure Agreement.** Except for changes described in this Second Amendment to Infrastructure Agreement, all the other terms and conditions of the Infrastructure Agreement as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Infrastructure Agreement is executed by persons authorized to represent the respective party:

CITY OF ALAMEDA, a municipal corporation

By:  11/2/2022
Nancy Bronstein, interim City Manager

APPROVED AS TO FORM:

City Attorney
By:  765D26E39B18464...
Len Aslanian, Assistant City Attorney

HARBOR BAY BUSINESS PARK ASSOCIATION, a California mutual benefit non-profit corporation

By: 
Joseph Ernst, President

EXHIBIT A

UPDATED SCHEDULE OF TRAFFIC IMPROVEMENT PROJECTS – 2022

Group 1 – 50 % of City costs from Traffic Improvement Fund: None.

Group 2 – 100% of City costs from Traffic Improvement Fund:

1. Signalization or other intersection control as determined to be needed on Bay Farm Island by the City Engineer;
2. Transportation systems management programs for Bay Farm Island, including, without limitation payment of up to \$500,000 to the San Francisco Bay Area Water Emergency Transportation Authority (“WETA”) pursuant to Section 11.2 (a)(i) of that certain Ferry Service Operations Transfer Agreement, dated February 25, 2011, between the City of Alameda, Alameda Reuse and Redevelopment Authority and WETA with respect to WETA’s operation of the Harbor Bay Ferry Terminal at Bay Farm Island.
3. Maintenance and repair of landside improvements at Harbor Bay Ferry Terminal.
4. Repairs of existing shuttle bus shelters and installation of new shuttle bus shelters.
5. Expansion of shuttle bus service connecting businesses in the Harbor Bay Business Park to and from the Harbor Bay Ferry Terminal, to the Harbor Bay Landing Center, to the South Shore Shopping Center and to any Park and Ride lots provided in the vicinity.
6. Installation of signage, wayfinding or place making, in public areas that may address all modes of travel.

AMENDED AND RESTATED BYLAWS
OF THE
HARBOR BAY BUSINESS PARK ASSOCIATION

2. Limitations on Powers: The Board shall not have the power to:

(a) Fill any vacancy on the Board created by the removal of an elected Director except those created pursuant to Section 1, sub-section (f) of this Article; or

(b) Fill any vacancy on the Board created by the resignation or removal of a Director designated by a major property owner, since the replacement of such a Director may be accomplished only by designation by the major property owner, provided that the major property owner still qualifies to designate a Director in conformity with the provisions of Article IV, Section 3 herein.

3. DUTIES: It shall be the duty of the Board of Directors to undertake all duties and responsibilities of the Corporation as expressed in the Declaration and the management and conduct of the affairs of the Corporation, except as expressly reserved to a vote of the Members.

ARTICLE VII

OFFICERS AND THEIR DUTIES

1. ENUMERATION OF OFFICERS: The officers of this Corporation shall be a President and a Vice-President, a Secretary, a Chief Financial Officer (Treasurer) and such other officers as the Board may from time to time by resolution create. The officers shall at all times be Directors.

2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Members of the Corporation.

3. TERM: The officers of this Corporation shall be elected annually by the Board. Each such officer shall hold office for one (1) year unless he shall sooner resign, be removed or otherwise be disqualified to serve.

4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.


5. RESIGNATION AND REMOVAL: Any officer may be removed from office with or without cause by the Board. If a Director serving in the office of President or Vice President of the Corporation has been removed pursuant to Article VI, Section 1, sub-section (e), such person shall also be automatically removed

from said office; however, any officer removed by the Board shall not also be removed from the position of Director except pursuant to said Article VI, Section 1, sub-section (e). Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he replaces.

7. MULTIPLE OFFICES: Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

8. DUTIES: The duties of the officers are as follows:

 A. President: The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and written instruments, and shall co-sign all checks and promissory notes; provided, however, that these duties may be fulfilled by the Vice President in the absence of the President.

B. Vice-President: The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, shall keep the corporate seal (if any) of the Corporation and affix it on all papers requiring said seal, shall serve notice of meetings of the Board and of the Members, shall keep appropriate current records showing the Members of the Corporation together with their addresses, and shall perform such other duties as required by the Board; provided, however, that the Secretary may utilize the services of agents, employees, or Members in fulfilling these duties as long as the Secretary retains ultimate responsibility for the fulfillment of these duties.

D. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board, and shall co-sign all checks and promissory notes of the Corporation, shall cause an annual independent audit of the Corporation books to be made and to deliver a copy thereof to the Members within thirty (30) days of completion thereof, and shall

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 15th day of July 2025, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 16th day of July 2025.

Lara Weisiger, City Clerk
City of Alameda

APPROVED AS TO FORM:

Yibin Shen, City Attorney
City of Alameda