

CITY OF ALAMEDA RESOLUTION NO \_\_\_\_\_

AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A COOPERATION AGREEMENT AND ANY AMENDMENTS THERETO BETWEEN EDEN HOUSING, INC., A CALIFORNIA CORPORATION, AND THE CITY OF ALAMEDA FOR COMPLIANCE WITH THE REQUIREMENTS OF A GRANT APPLICATION UNDER THE AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES FUNDING PROGRAM FOR: A) THE 70-UNIT FAMILY AFFORDABLE HOUSING PROJECT ON BLOCK 8 WITHIN SITE A AT ALAMEDA POINT AND B) TRANSPORTATION PROJECTS (A SEGMENT OF MAIN STREET (WEST SIDE) BETWEEN PACIFIC AND ATLANTIC AVENUES OR A SEGMENT OF CENTRAL AVENUE, AND LIGHTING ALONG THE CROSS-ALAMEDA TRAIL)

WHEREAS, the City of Alameda ("City") and the Alameda Point Partners, LLC, ("APP") entered into a Disposition and Development Agreement for Alameda Point-Site A dated as of August 6, 2015 ("DDA"), authorized by City of Alameda Ordinance No. 3127, whereby the City agreed to convey to APP property located at the former Naval Air Station Alameda (commonly referred to as Alameda Point) under certain terms and conditions, including a Development Plan and an Affordable Housing Implementation Plan; and

WHEREAS, the DDA contemplates the development of a 68-acre area within Alameda Point that extends generally from the Main Street entrance of Alameda Point to the eastern edge of the Seaplane Lagoon, and includes 800 housing units, 600,000 square feet of commercial development, and extensive parks and utility infrastructure ("Site A Project"); and

WHEREAS, two hundred (200) of the residential units (25%) in the Site A Project are required to be affordable units, including approximately one hundred thirty (130) affordable units that will be provided in two projects on Block 8: a family project with approximately 70 units ("Family Project"), and a senior project with approximately 60 units ("Senior Project") and the remaining moderate-income units are expected to be provided in a joint development project with Alameda Unified School District or distributed among the market-rate units in the other buildings provided by APP; and

WHEREAS, in March 2016, APP and Eden Housing Inc. ("Eden Housing") entered into and the City consented to a partial assignment of the DDA whereby Eden Housing assumed the obligations to develop the Block 8 Projects under the DDA and the Affordable Housing Implementation Plan incorporated into the DDA and the City consented to the designation of Eden Housing as the Qualified Affordable Housing Developer for the Block 8 Projects consistent with the DDA; and

WHEREAS, on December 8, 2017, the City executed a ground lease with Eden Housing providing Eden Housing with direct site control over the land under the Family Project; and

WHEREAS, Eden Housing is a highly qualified nonprofit affordable housing developer that constructs and manages thousands of units of affordable housing throughout the Bay Area; and

WHEREAS, Eden Housing, in coordination with APP, has expended significant staff and financial resources securing financing sources to fund the Family Project and has been successful at obtaining numerous funding sources; and

WHEREAS, the State of California, the Strategic Growth Council (“SGC”) and the Department of Housing and Community Development (“HCD”) issued a Notice of Funding Availability dated November 1, 2018 (“AHSC NOFA”), under the Affordable Housing and Sustainable Communities (“AHSC”) Program established under Division 44, Part 1 of the Public Resources Code, commencing with Section 75200; and

WHEREAS, Eden Housing is applying for AHSC Funds in response to the AHSC NOFA to provide funding for (A) construction of the Family Project; (B) the construction of certain sustainable transportation infrastructure (“STI Improvements”); and (C) the construction of certain transit related amenities (“TRA Improvements”), which will be described in more detail in the Final Application to be submitted by February 11, 2019 (collectively, “AHSC Application”); and

WHEREAS, the AHSC Application seeks an award to Eden Housing in an aggregate amount not to exceed \$16.2 million in AHSC funds (“AHSC Funds”) consisting of: (A) approximately \$11.3 million of AHSC grant funds for the purpose of reimbursing the cost of the Family Project; (B) approximately \$4.8 million of the AHSC grant funds for the purpose of reimbursing the cost of the STI Improvements and TRA Improvements including TRA Improvements to be implemented by AC Transit; and

WHEREAS, the application for the AHSC grant funds will include approximately \$3,500,000 for STI Improvements and TRA Improvements to be installed by the City, which improvements could include approximately \$800,000 for lighting on the Cross Alameda Trail Project between Main and Webster Streets (“CAT RAMP”) and potentially \$2,700,000 for either Main Street Pathway Upgrades and Intersection Improvements or Central Avenue Safety Improvements; and

WHEREAS, the City and Eden Housing are required to enter into an agreement in order to comply with the specific AHSC Program Threshold Requirement stated in Section 106(a)12(A) of the 2018 AHSC Program Guidelines dated October 29, 2018 (the “Transportation Agency Prior Experience Threshold Requirement”) which provides that applicants may demonstrate the requisite prior experience by using the past experience of work completed of a non-applicant so long as the applicants can provide an executed agreement with that specific non-applicant for the completion of the related work in the AHSC Application for which funding is sought; and

WHEREAS, the purpose of this Cooperation Agreement is to, among other things, comply with the Transportation Agency Prior Experience Threshold Requirement; and

WHEREAS, the City is a non-applicant, but, as set forth herein, will have obligations to complete the STI Improvements and TRA Improvements included in the AHSC Application (collectively, the “City Transportation Obligations”); and

WHEREAS, the City shall be responsible for developing and constructing the City Transportation Obligations, and for all costs and expenses related thereto, and Eden Housing shall be responsible for constructing and developing the Family Project (“Developer Obligations”), and for all costs and expenses related thereto; and

WHEREAS, in connection with the AHSC Funds, Eden Housing is required to enter into standard agreements, disbursement agreements, and regulatory agreements with the State of California where Eden Housing will be liable for the full and timely performance by the parties to complete the obligations set forth therein, including completion of the Family Project, and completion of the STI Improvements and TRA Improvements, as described in the AHSC Application; and

WHEREAS, the City and Eden Housing each acknowledge and agree that the inability or failure by either party to fully and timely complete each party’s respective improvements required by the AHSC Program may affect the timing and right of the other party to receive disbursement of AHSC Funds due the other party notwithstanding the other party’s full and timely performance of its obligations; and

WHEREAS, a Cooperation Agreement is necessary between City and Eden Housing to comply with the Transportation Agency Prior Experience Threshold Requirement required by the AHSC Program; and

WHEREAS, Eden intends to obtain funding for the Family Project from a variety of sources including a conventional lender and a tax credit investor, both of whom may require amendments to the Cooperation Agreement to require assurances regarding the completion of the City Transportation Obligations; and

WHEREAS, responding to the lender and investor requirements will require the City to be able to address amendments in a timely manner in order to meet funding deadlines for the Family Project; and

WHEREAS, on February 4, 2014, the City of Alameda certified the Alameda Point Final EIR in compliance with the California Environmental Quality Act (CEQA), and the Final EIR evaluated the environmental impacts of redevelopment and reuse of the lands at Alameda Point consistent with the Town Center Plan, which included the Family Project on Block 8 within Site A; and

WHEREAS, in accordance with CEQA, the CAT RAMP project is Categorically Exempt under the CEQA Guidelines Section 15301(c) Existing Facilities (Minor alterations to existing facilities including bicycle facilities) and Section 15304 (h) (Minor Alterations to Land and the creation of bicycle lanes on existing public rights of way), the Main Street transportation project is Categorically Exempt under CEQA Guidelines Section 15304(h) (Minor Alterations to Land and the Creation of bicycle lanes on existing public rights of

way), and the Central Avenue project is Categorical Exempt under the CEQA Guidelines Section 15301(c) (Existing Facilities, Minor Alterations to existing facilities including bicycle facilities) and Section 15304(h) (Minor Alterations to Land and the creation of bicycle lanes on existing public rights of way); and

WHEREAS, in accordance with the National Environmental Policy Act, this project is a Categorical Exclusion under 23 Code of Federal Regulations 771.117(c): activity (c)(3) - Construction of bicycle and pedestrian lanes, paths and facilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council, having independently considered whether changes in the project, changes in circumstances, or new information would require major revisions to the EIR, finds that no subsequent or supplemental EIR is required before approval of the Cooperation Agreement; and

BE IT FURTHER RESOLVED, that the City Council hereby approves the Cooperation Agreement and authorizes the Interim City Manager to execute the Cooperation Agreement as well as any amendments to the Cooperation Agreement necessary to comply with Eden Housing's lender or investor requirements and to execute any other documents in furtherance of the goals and objectives of the Cooperation Agreement between the City and Eden Housing in substantial conformance with the attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the City Council authorizes the Interim City Manager or his designee to make minor amendments as necessary to the Cooperation Agreement as part of the final submittal of the AHSC Application by February 11, 2019.

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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 January 2019, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 16th day of January, 2019.

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Lara Weisiger, City Clerk  
City of Alameda

Approved as to form:

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Michael H. Roush, Interim City Attorney  
City of Alameda