

CITY OF ALAMEDA ORDINANCE NO. _____

New Series

APPROVING DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ALAMEDA AND NORTH WATERFRONT COVE PARTNERS, LLC ('DEVELOPER') GOVERNING THE ENCINAL TERMINALS PROJECT FOR REAL PROPERTY LOCATED AT 1521 BUENA VISTA AVENUE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PUBLIC TRUST LAND EXCHANGE BETWEEN THE CALIFORNIA STATE LANDS COMMISSION, THE CITY AND DEVELOPER SUBSTANTIALLY IN THE FORM ATTACHED TO THE DEVELOPMENT AGREEMENT

WHEREAS, 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 Section 65864 et seq. of the Government Code (the "Development Agreement Legislation") which authorizes a City and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the property; and

WHEREAS, pursuant to Government Code Section 65864, the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements, which procedures and requirements are contained in Alameda Municipal Code Chapter XXX, Article VII, Code Sections 30-91 thru 30-95 (the "City Development Agreement Regulations") and this Development Agreement has been processed in accordance with the City Development Agreement Regulations; and

WHEREAS, North Waterfront Cove, LLC ("the Developer") has acquired approximately 16.73 acres of real property commonly known as the Encinal Terminals site, with an address of 1521 Buena Vista Avenue, City of Alameda, County of Alameda (APN 072-0382-001, -002, and 72-0383-03); and

WHEREAS, the City is the owner of approximately 6.4 acres of public tidelands property located at the center of the site, identified as assessor's parcel numbers 072-0382-009 ("City Parcel"). The City Parcel and the Encinal Terminals Parcels are referred to collectively herein as the "Property"; and

WHEREAS, the City is desirous of advancing the socioeconomic interests of the City and its residents by promoting the productive use of underdeveloped property and encouraging quality development and economic growth, thereby enhancing employment opportunities for residents and expanding the City's property tax base; and

WHEREAS, the City is also desirous of gaining the Public Benefits described in detail in the Development Agreement, some of which are in addition to those dedications,

conditions and exactions required by laws or regulations, and which advance the planning objectives of, and provide benefits to, the City; and

WHEREAS, the City has determined that by entering into this Development Agreement: (1) the City will ensure the productive use of underdeveloped property and foster orderly growth and quality development in the City; (2) development will proceed in accordance with the goals and policies set forth in the City of Alameda General Plan and will implement the City's stated General Plan policies; (3) the City will receive substantially increased property tax and sales tax revenues; (4) the City will benefit from increased employment opportunities for residents of the City created by the retail businesses in the commercial space within the Project; and (5) the City will receive the Public Benefits provided by the Project for the residents of the City; and

WHEREAS, the terms and conditions of this Development Agreement have undergone extensive review by the City, the Developer and their respective legal counsel; and

WHEREAS, the Planning Board and the City Council at publicly noticed meetings found the Development Agreement to be in conformance with the City General Plan, the Development Agreement Legislation, and the City Development Agreement Regulations; and

WHEREAS, the City Council finds that the economic interests of the City's residents and the public health, safety and welfare will be best served by entering into this Development Agreement; and

WHEREAS, the Developer proposes to develop the Property into a transit-oriented destination, comprised of residential mixed use with up to 589 housing units and up to 50,000 square feet of commercial space, consistent with the Master Plan approved on December 19, 2017 via Ordinance No. _____ ("Master Plan"); and

WHEREAS, on July 17, 2017, the Alameda Planning Board conducted a public hearing on this Development Agreement in accordance with Government Code section 65867 and the City Development Agreement Regulations; and

WHEREAS, on December 19, 2017, the City Council conducted a public hearing on this Development Agreement in accordance with Government Code section 65867 and the City Development Agreement Regulations; and

WHEREAS, the Planning Board recommended for certification, and the City Council certified a Focused Supplemental EIR for the Encinal Terminals Project, including this Development Agreement, on September 5, 2017, in accordance with the California Environmental Quality Act, Public Resources Code section 21000.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Alameda that:

Section 1.

In accordance with the City Development Agreement Regulations, Development Agreement, attached as Exhibit A, is hereby adopted and the City Manager is authorized to sign it on or after the effective date of this Ordinance.

Section 2.

The City Council hereby delegates to the City Manager the authority to negotiate and execute an Exchange Agreement between the California State Lands Commission ("SLC"), the City and Developer, substantially in the form attached to the Development Agreement as Exhibit D, to transfer approximately 8.5 acres of submerged lands and approximately 9.5 acres of adjacent waterfront uplands within the Encinal Terminals Parcel in exchange for approximately five (5) acres of tidelands as depicted in the Development Agreement as Exhibit C; and to execute any and all auxiliary documents and to perform any and all acts necessary or desirable to consummate the exchange as contemplated in the Development Agreement.

Section 3.

If any portion, section, subsection, paragraph, subparagraph, sentence, clause, phrase or application of this Ordinance is held invalid or inapplicable by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity or applicability of any other part of this Ordinance.

Section 4.

This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

Presiding Officer of the City Council

Attest:

Lara Weisiger, City Clerk

* * * * *

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the ____ day of _____, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSECTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said City this ____ day of _____, 2018.

Lara Weisiger, City Clerk
City of Alameda

APPROVED AS TO FORM:

Janet C. Kern, City Attorney
City of Alameda