

CITY OF ALAMEDA ORDINANCE NO. \_\_\_\_

New Series

AUTHORIZING THE ACTING CITY MANAGER TO: (I) QUITCLAIM A .26-ACRE OF REAL PROPERTY TO CP VI ADMIRALS COVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("CARMEL") AS CONSIDERATION FOR DEMOLITION OF THE EXISTING IMPROVEMENTS ON THE FUTURE SINGLETON AVENUE EXTENSION; AND (II) EXECUTE ANY AND ALL ANCILLARY DOCUMENTS AND TO PERFORM ANY AND ALL ACTS NECESSARY OR DESIRABLE TO CONSUMMATE THE TRANSACTION

WHEREAS, the U.S. Navy ("Navy") is the current owner of real property consisting of an approximately 14.87-acre parcel ("Carmel Parcel") made up of a portion of Assessor's Parcel Number ("APN") 74-905-10-2; an approximately 12.3-acre parcel ("Housing Authority Parcel") and an approximately 2.0-acre parcel ("Habitat Parcel"), made up of portions of APN 74-905-10-4 and APN 74-905-12-2, all in the northwest portion of the City, generally bounded to the south by Singleton Avenue, to the north by Mosley Avenue, to the west by Main Street and to the east by Bette Street, collectively known as the "North Housing Site"; and

WHEREAS, in 2007, the Navy declared the North Housing Site surplus property and began the process to transition the property to civilian reuse; and

WHEREAS, in February 2017, the federal General Services Administration ("GSA"), conducted a public auction for the Carmel Parcel and CP VI Admirals Cove, LLC was the successful bidder; and

WHEREAS, the Navy proposes to convey, at no cost, approximately 5.3 acres of roadways and right of way ("Roadway Parcel") to the City, consisting of the existing Singleton and Mosley Avenues in the North Housing Site; and

WHEREAS, Carmel proposes to renovate 146 existing units on the Carmel Parcel; and

WHEREAS, the 2009 Amended NAS Alameda Community Reuse Plan ("Reuse Plan") for the North Housing Site contemplated that the units would be demolished (rather than renovated) and new units would be constructed; thus triggering infrastructure obligations, including new streets built to City standards; and

WHEREAS, in 2012 the City entered into a Legally Binding Agreement ("LBA") with the Housing Authority, Alameda Point Collaborative and Building Futures with Women and Children regarding disposition and use of the Housing Authority Parcel; and

WHEREAS, Carmel's renovation of existing improvements does not trigger the same infrastructure obligations that would be required by new construction; and

WHEREAS, Carmel desired to enter into a Memorandum of Understanding (“MOU”) prior to taking title to the Carmel Parcel to spell out Carmel’s infrastructure obligations and responsibilities under the Reuse Plan; and

WHEREAS, on January 2, 2017, the City Council authorized the City Manager to negotiate and execute an MOU with Carmel for construction of infrastructure, to support the North Housing Site, pursuant to the Reuse Plan; and

WHEREAS, the MOU was fully executed on March 30, 2018; and

WHEREAS, there is an existing four-unit building (the “Building”) that straddles the boundary line between the Carmel Parcel and the Housing Authority Parcel; and

WHEREAS, Carmel requested that the City transfer by quitclaim deed approximately .26 acres (“Land Transfer Property”) from the Housing Authority Parcel to Carmel so that the Building would be entirely on the Carmel side of the boundary line; and

WHEREAS, Carmel plans to retain and renovate the Building as part of its project and will bring these four additional housing units on-line which otherwise would be demolished since the Building straddles the boundary line; and

WHEREAS, in exchange for the Land Transfer Property, Carmel will demolish (at no cost to the City or Housing Authority) the three buildings on the Housing Authority Parcel that are in the way of the Singleton Avenue extension (“Singleton Demolition”); and

WHEREAS, the City and Carmel have agreed (based upon an appraisal and pending land sale) on the fair market value of the Land Transfer Property; and

WHEREAS, the final cost for the Singleton Demolition is unknown until the work is complete; and

WHEREAS, if the value of the Land Transfer Property exceeds the cost for the Singleton Demolition, then at the City’s option, Carmel will either refund the difference to the City in cash or apply the excess to the demolition cost for the Mosley Avenue demolition, thus reducing the cost to the City for the Mosley Avenue demolition; and

WHEREAS, if the cost of the Singleton Demolition exceeds the value of the Land Transfer Property, then Carmel shall bear the additional cost without further compensation from the City; and

WHEREAS, the MOU states that City staff will request that the City Council adopt an ordinance transferring by quitclaim deed, fee title to approximately .26 acres of real property to Carmel so that the Building will be entirely on Carmel’s property, in exchange Carmel will perform the Singleton Demolition; and

WHEREAS, pursuant to the terms of the MOU, Carmel will construct the Singleton Avenue extension; and

WHEREAS, the City is authorized and empowered to enter into agreements for the acquisition and disposition of real property in the City of Alameda; and

WHEREAS, this action would not result in any new environmental impacts or more severe environmental impacts than those previously identified with the adoption of the Community Reuse Plan Environmental Impact Report ("EIR") 2009 Addendum and the Housing Element EIR 2012 Addendum; and

WHEREAS, on April 23, 2018, the Planning Board determined the transfers of real property to implement the LBA to be in conformity with the Alameda General Plan in accordance with Government Code section 65402(a).

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Alameda ("City Council") that after hearing all qualified and interested persons and receiving and considering all relevant evidence, finds and determines as follows:

Section 1.

The City Council hereby delegates to the Acting City Manager the authority to: (1) grant an approximately .67-acre easement to CP VI Admirals Cove, LLC, a Delaware limited liability company ("CARMEL") for softscape improvements within a 5.3-acre roadway dedication in the North Housing Site (generally bounded by Main Street, Singleton Avenue, Mosley Avenue and Bette Street) in exchange for fee title to approximately .29-acre parcel from CARMEL needed to complete the Singleton Avenue extension; and (2) execute auxiliary documents and to perform any and all acts necessary or desirable to consummate the transaction.

Section 2.

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 3.

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.

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Mayor of the City of Alameda

Attest:

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Lara Weisiger, City Clerk

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I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda on the \_\_\_\_ day of \_\_\_\_\_, 2018, 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 \_\_\_\_ day of \_\_\_\_\_, 2018.

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Lara Weisiger, City Clerk  
City of Alameda

APPROVED AS TO FORM:

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Janet C. Kern, City Attorney  
City of Alameda