

Dear Mayor Herrer Spencer,

I think we should ~~PUT~~ the
Shelter ON Crab Cove, the
ONLY I am worried about is
the trash if you PUT it to
close to Crab Cove it might
get trash in it put trash cans
every where.

Responsible

Finn

2 grade

Dear Mayor Herrera Spencer,

I Think We Should Build It
Because The Shelter on crab cove.

in MY 2nd grade class we have been
studying homelessness we have learned

That 204 People is homeless.
i Believe we should Build it in

Crab cove Because a lot of People
are homeless.

Respectfully.

Love. Tori

Dear Mayor Herrera Spencer,

I think we should build the shelter on Crab Cove. In my 2nd grade class we have been studying homelessness. We have learned that there are 204 homeless in Alameda. I believe we should build shelter because they want some food and water.

Respectfully,

Alina

Dear Mayor Herron Spencer,
I think we should
build the shelter on a crab coast.
In my 2nd grade class we
have learned that there
are 204 homeless
people. I believe we should
build it. I think this because
if people throw trash in the
water, and I want trash cans
near the shelter.

Respectfully,
Kevin

204

Dear Mayor Herrera Spencer,

I think we should bulid the shelter on Crab Cove. In my 2nd grade class we have been studying houslessness. We have learned that 204 of people are houslessness. I believe we should bulid the shelter. I think this because if we don't have a shelter for the houslessness, they will litter, because they don't have a garbage can. And if houslessness don't have a shelter they want food and water, because they don't have food and water.

Respectfully,

Emalyn.

Dear Mayor Herrera
Spencer, I think we should have
the shelter on crab cove. In my
2nd grade class we have been
studying houseless. We have learned
that there are 204 houseless people
in Alameda. I believe we should
put more trash cans. I think
this because they might litter in
the ocean. Respectfully, RJ.

Dear Mayor Herrera Spencer,
I think we should build the shelter
but put trash cans on each
corner. In my 2nd grade class
we have been studying homelessness.
we have learned that 200
people are homeless. I believe
we should help them. I think this
because then no one will
pollute it. Respectfully,

no pollution

From Dylan

Dear Mayor Herrera Spencer,
I think we should build it
because we need it so people
can live. the shelter on Crad
Cove. in my 2nd grade class
we have been studying
homelessness.

we have learned

that are about
homeless lives to

100 Homeless in

Alameda. I believe
we should make the
because they might be

child. I think because
we feel sad.

Respectfully,
Koli

Dear Mayor Herrera Spencer

I think we should build

the shelter, but we need tons of

trash cans. Because I don't want no litter, and

no pollution to so build trash-cans. Because there

204 people are houseless in Alameda, and there

2761 in Oakland, 972 in Berkeley. So let's all

put them all in the crab cave shelter, and

put a lot of heaters for warmth because

winter is coming up and it gets very very cold

and I don't want them to get sick

Dear Mayor Herrera Spencer,
I think we should put the shelter
on Crab Cove in my 2nd grade
class we have been studying
homelessness we have learned
that people are getting
kicked out of their house and
have nothing to do. I believe we
should buy cloeths for the homeless
people.

Respectfully
James

Deah May of Herpa SPAR

I think we should keep the SULT
BKUS + hy ~~ch~~ KOLD
Cah

29AD CLAS
HAS BNA STADLING
ABOP HOSIS PIPL

I think we should
build the shelter
because homelessness
might be cold.

Our class has been
learning about
homeless people.

Elise Canepa

from ELIS CANE

Dear Mayor Herrera Spencer,
I think we should put the shelter
on Crab Cove. In my 2nd grade class
we have been studying homelessness.
We have learned that people are getting
kicked out of their houses and have nowhere
to go. I believe we should also put
more trash bins. I think this because
if you put the shelter there, the
people might litter in the water.

Respectfully,

Alex

Dear Mayor Herra Spencer,

I think we should have the shelter
at Crab Cove because there
is 204 homeless people in Alameda
and 2761 in Oakland and 972 in
Berkeley. Also we should pay attention
to who we let go in the shelter.

Respectfully, Marcello,

Dear Mayor Herrera Spencer

I think we should not
have the setter on crab
cove. In my 2nd grad class

We have been studying homelessness
We have learned that there
are 204 homelessness people in
Alameda. I believe

we should have a garbage can.

I think this because we
do not want garbage in the
oshini. I will have the setter.

respectfully.

MASON P

Dear Mayor Spencer,
I think we should build
the shelter on Crab Cove.
In my 2nd grade class we
have been studying home-
lessness. We have learned that
it is hard to live when
you are homeless. I believe
we should build it because I
care about others.

Respectfully,

Remyen

Andrew Vincent

Dear Mayor Herrera Spencer,

I think we should we

build the shelter so houseless

can't be houseless for ever in crab

cove. in my 2nd grade class we

have learned that there are 204

houseless in Alameda. I believe

we can make a shelter for all

of the houseless. we should

make heaters because it is almost

winter. I think we should make

the shelter because it is very

cold also it is the flu season.

respect Mayor Herrera Spencer

Dear Mayor Herrera Spencer,

I think I want to build the shelter
but I want the people we are letting in are
safe. In my 2nd grade class we have been
studying homeless people and I learned that
there are 204 homeless people in Alameda
from Kingston

I (John) Max P en cel.
I think we should not
Build this shelter on
Crab Cove. But if you
do it has to house
4000 people in Alameda,
Oakland, Berkeley it
needs to house 4000
people. respectfully from
Marcelo. age 17

2044
972
76

2764
1176
4000

LARA WEISIGER

From: Shana Zatinsky <whatanicesmile@gmail.com>
Sent: Tuesday, December 04, 2018 3:24 PM
To: Trish Spencer; Malia Vella; messyashcraft@alamedaca.gov; Jim Oddie; Frank Matarrese; LARA WEISIGER; Nice Smile
Subject: Fwd: this is way way too long

I am writing to the Alameda Mayor and City Council Members with concerns about safety regarding the proposed Medical Respite Center on McKay. We need more time to consider the many issues that have raised and, for me at least, there has not been adequate time to gather and examine all the facts about this complicated process. There are many loud voices with various agendas on both sides of the issue. I have tried to ascertain on my own what is factual and what is political and I have not been able to get a clear sense of some fundamental elements of this proposal. I know people on both sides of this issue and I see the vitriol it has created. I really need some help from the City Council.

I am a Registered Nurse and a Nurse Practitioner and a Certified nurse Midwife. I have volunteered at the Homeless Prenatal Program as a childbirth educator and have had many patients over the past 20 years with insecure housing and have seen first hand the deleterious effect it has had on their health. I have worked to assist my patients find stable housing and realize how difficult it can be. I also understand the strain it puts on our health care system to have people with chronic conditions drop in to Emergency Rooms for primary care. I also have had parents in assisted living facilities while I managed their care as POA and have seen the many benefits to seniors of this kind of living situation.

I am also a homeowner at the Park Webster Condominiums, the only residences directly across from the proposed location on McKay. I am a single mother of an active and curious 6 year old son. Since I am 100 % responsible for his safety and well being, he is my top priority. He is the reason we moved from Oakland to Alameda to be in a family friendly, neighborly, safer city. I am really afraid of the potential for increases in unsafe situations on McKay and the nearby Crab Cove and Crown Memorial State Park.

Specifically my worries are about the possibilities of more people with chronic and unstable mental health and substance abuse illnesses being unpredictable, volatile, labile or belligerent in the area. I also am concerned about drug use paraphernalia in the area such as hypodermic needles, etc. as well as the possibilities of tent encampment at nearby Crown Memorial and human waste, fires, loitering, increases in theft and violence in the immediate area. I understand that homelessness is not synonymous with drug use and crime but I also know that often chronic mental health and substance abuse illnesses often lead to homelessness and it is the possibility of dangerous and unpredictable behavior that has many families in the area terrified for the safety of their children.

What I would like from the Mayor and City council is to please pause long enough to have these and other concerns considered and to come up with a practical solution.

I never received any written notice about this project or about meetings at City Hall or information about when was the appropriate time to submit public comment. I believe notice is required.

I also have no idea who is right about the mutually exclusive opinions on who has claim to the property. Is it the park department because of measure WW? Why and when was the parcel split in two? Was there public notice when that happened? If there have been taxes levied on homeowners to buy the parcel why has that not been done? If the open space designation happened so many years ago does that mean it has precedence? Who

determines this? Is this something that can be actually determined by the City Council and Mayor or will it go into litigation to sort it out? Since the facility would be serving both the city and county of Alameda who is responsible ultimately for overseeing it?

I understand that there may be a primary care federally qualified health center in the facility and that Alameda Hospital would like for that primary care clinic to also serve outpatients or drop ins. If this happens what will stop loitering and the potential for more crime and drug use to happen on this poorly lit and not well maintained street? Will the future administrators be able to convert some of the property into a homeless shelter if they so choose at a later date? All of these concerns could negatively effect the families and children living across the street as well as all the people who use the nearby recreation areas and school groups who frequent the nature center.

I request that if the proposal goes forward, that the City Council and Mayors office secure concessions in the form of enforceable safeguards so that whoever is managing the facilities in perpetuity must be responsible for ensuring the safety of the surrounding area.

I don't know if this means a security company to be hired by APC or dedicated police patrolling the area or the public health department searching and clearing any drug use detritus or something else but it needs to be in the form of regulations that if not done comes with substantial financial fines. I know from working in hospitals that the consequence of having to pay a large sum if in violation of a regulation is the primary motivator to ensure that regulations are enforced.

Thank you in advance for reading this and for considering pausing this process until more details can be worked out.

Sincerely, Shana Zatinsky

Sincerely, SZ

LARA WEISIGER

From: Kate Robinson <robinsonkmp@gmail.com>
Sent: Tuesday, December 04, 2018 1:23 PM
To: LARA WEISIGER
Subject: Statement Regarding the Council Meeting Tonight

Council members,

I am a new homeowner and voter in Alameda, and am very concerned about the housing crisis in the Bay Area. I believe that each city must do everything to create affordable housing immediately, and I am against anything that aims to stall or prevent that from happening.

First: I urge you to remove the G overlay, so that the McKay Ave. center project can continue

Second: I urge you to call for a cost analysis of the open space proposal led by Friends of Crab Cove. They tried to get me to sign their position while in line at the ferry, but they had very spotty information. I see their call for open space as NIMBYism and coded racism! I will not sign a petition that pits low income seniors against open spaces. We can support both!

This Council should do everything in its power to steer all decisions housing first. Affordable housing for the many who need it. We cannot ignore the tents lining the streets leading up to the bridges and tunnels to the island. We need to support our unhoused neighbors by welcoming them to cross that bridge or tunnel, to find a safe and affordable home!

Thank you,

Kate Robinson

LARA WEISIGER

From: Sia Sellu <siasellu@gmail.com>
Sent: Tuesday, December 04, 2018 1:33 PM
To: LARA WEISIGER
Subject: McKay Wellness Center

Dear Ms. Weisiger,

Please pass along my concerns to the City Council.

I am in support of the McKay Wellness Center. As an Alameda resident living with terminal illness and being low income housing is always a concern as my illness progresses. I feel it is important for Alameda to support the most vulnerable houseless folks in our area.

when I was a housing case manager in Portland Oregon working with seniors, age 55 and over, I coordinated a pilot project called the hospital to home program that dealt with this specific population. My clients typically posed no threat to themselves or others and we're often as so debilitated by both chronic illness and being homeless that they didn't live very long after getting into housing because as you know homelessness can shorten one's life span considerably. I feel uniquely qualified to talk about how valuable such a program would be to our community. I have seen people's health improve, their connections with their community and families rebuild and strengthen and when they could their ability to contribute to their Community increase.

I also would like to address some of the misleading signature gatherers that I've seen in our community. Who operated through fear-mongering, bias and prejudice. Assuming that houseless folks are outside predators who would harm our children and our families. People who typically meet criteria for these sorts of programs are in no condition to harm anyone. In fact their compromised immune systems means that we as a community or more harmful to them. I'm very dismayed that Alameda will have to pay out money for a special election because some folks were standing in front of Grocery Outlet telling things that weren't true to people. I heard a man say to some prospective signers that the city would be "bringing over bus loads of people from East Oakland" to reside in this project. I don't have to tell you how many racist dog whistles are involved in that previous statement. I really think that we cannot reward this behavior.

Sincerely,

Sia Sellu

LARA WEISIGER

From: David Burton <dburton@burtonarchitect.com>
Sent: Tuesday, December 04, 2018 11:53 AM
To: Trish Spencer; Malia Vella; Frank Matarrese; Jim Oddie; Marilyn Ezzy Ashcraft; LARA WEISIGER
Subject: McKay Avenue Wellness Center

> Dear mayor and council members,

>

> I am writing to ask you to vote Yes on the item removing the government overlay on the McKay Avenue site, allowing the Wellness Center to proceed. The Wellness Center will be a welcome addition of desperately needed services to serve the most vulnerable in our community. The site is ideally located to conveniently serve those need Internet its services and will result in little disruption to the existing neighborhood.

> In addition, I strongly urge you on item 2-a of the special meeting to proceed with option 3. I believe it is important for the people of Alameda to understand the cost and time impacts of this proposed initiative measure. This initiative qualified for the ballot thanks to paid signature-gatherers hired by a group that has employed a strategy of misinformation and outright lies to try and stop this much needed facility from moving forward. The signature gatherers have employed aggressive, abusive, and intimidating tactics to harass Alamedans who are shopping, commuting home or to work, or walking on Park Street in the evening. The tactics of the group and their paid help should not be rewarded. Alameda deserves better; let's begin to end the dishonesty by doing a cost analysis.

>

> Thank you,

> David Burton

LARA WEISIGER

From: June <junethebookkeeper@gmail.com>
Sent: Tuesday, December 04, 2018 11:12 AM
To: LARA WEISIGER; Trish Spencer; Malia Vella; Marilyn Ezzy Ashcraft; Jim Oddie; Frank Matarrese
Subject: McKay Ave Project

I support the McKay Avenue project to bring a Senior Housing and Medical Respite Center. I am asking the city council to please remove the G overlay so that this needed project can move forward and modify the General Plan to match the zoning.

The "Friends of Crab Cove" were able to secure enough signatures only by running a very controversial and deceptive petition drive that took them 7 long months to complete. People were told it was about "preserving open space," which sounds innocuous, but without any context as to what it was really about - opposing services for vulnerable residents.

I am requesting City Council to do a cost study of the implications of the ordinance, and then to have it placed in the next general election.

Respectfully,
June Johnson
920 Santa Clara Ave
Alameda

LARA WEISIGER

From: Jason Biggs <jasonrobertbiggs@gmail.com>
Sent: Tuesday, December 04, 2018 10:54 AM
To: LARA WEISIGER
Subject: Please Support the McKay Respite Center

Dear Lara Weisiger,

My name is Jason Biggs, and I am writing to voice my support for the Senior Housing and Medical Respite Center on McKay Avenue. I am asking the city council to please remove the G overlay so that this wonderful project can move forward.

I do have a couple of disclosures about myself. First disclosure: My father is Douglas Biggs, the Executive Director of Alameda Point Collaborative, the entity overseeing the development of the McKay project. Naturally, I would be supportive because I know my father to be an honorable man who deeply cares about his community. I have no involvement in this project whatsoever, except as a supporter.

My second disclosure: I live 3 blocks away from the McKay location, and my two children attend the two schools closest to this location - Paden Elementary and the Child Unique Montessori. Administrators at both of these schools also support the Respite Center. All of us want to see it succeed, as we feel it's Alameda's moral obligation to help our most vulnerable residents.

The "Friends of Crab Cove" were able to secure enough signatures only by running a very controversial and deceptive petition drive that took them 7 long months to complete. People were told it was about "preserving open space," which sounds innocuous, but without any context as to what it was really about - opposing services for vulnerable residents. The people responsible for Measure K ran a similar kind of signature-gathering effort, and Measure K failed spectacularly because truth and compassion were not on their side. I predict a similar ballot outcome for this "open space initiative," and it would cost Alameda enormously should it result in a special election. For this reason, I am requesting City Council to do a cost study implications of the ordinance, and then to have it placed in the next general election.

Thank you for your time and consideration.

Cordially,
Jason Biggs

LARA WEISIGER

From: Ronald Pineda <mrtoth@yahoo.com>
Sent: Tuesday, December 04, 2018 10:42 AM
To: LARA WEISIGER
Subject: Please Remove the G Overlay

Dear Ms. Weisiger,

I'm writing to seek your support for the Wellness Center, a humane and heartfelt response by our island community to provide for those are ill and seeking respite. We all make choices we regret, and even some that are made with scant options, but none of us deserves to die without dignity.

Please remove the G overlay for the Wellness Center, so the work by Doug Biggs and Alameda Point Collaborative can continue without further delay.

Sincerely,

Ronald Pineda
Lead, Alameda Dine and Connect
Convenor, Alameda All Faiths Coalition
Principal, Vertical Plane Consulting

LARA WEISIGER

From: Liz Warmerdam
Sent: Tuesday, December 04, 2018 9:44 AM
To: LARA WEISIGER
Cc: Dave Rudat; ANDREW THOMAS; DEBBIE POTTER
Subject: FW: The concerning of safety of Alameda island
Attachments: alameda island safety, 12022018..docx

FYI

From: Rita Hus [mailto:sunflower2005rita@yahoo.com]
Sent: Tuesday, December 4, 2018 7:54 AM
To: Liz Warmerdam <LWarmerdam@alamedaca.gov>; Amy Wooldridge <AWooldridge@alamedaca.gov>; Liam Garland <LGarland@alamedaca.gov>; PAUL ROLLERI <PROLLERI@alamedaca.gov>
Subject: The concerning of safety of Alameda island

To Whom It May Concern:

Please see the attachments below.

Thank you in advance!

Sincerely Yours,

Rita Hsu, Amy Wang, Henry Xu, Maura Hennessy, Mike Hennessy, Carina Hennessy, Christopher Allen Rogers, Markia Lanace Taylor, Timothy Irving, Alex Naces, Katie Zeitler, Charles Zeitler, Karina Leon, Linda Chan, Kevin Chan, Myron Leung, Peter Holms, Margerat Tang, Fannie Mok, Warrant Jung, Jenny Lo, Maria Fornaeus, Joyce Asmussen, Fred Christensen, He Qing Huang, Tony Daysog, Robert Matz, Rowena Tam, Hui Ping Li, Shao Ning Xu, Erica Saenz, Taylor Griffith, Liz Taylor, Rowena Huang, Dorothy Freeman, Doug Siden, Ambry Capistrano, John I. Lipp, Teresa Courville and Michael S. Linnington

12/02/2018

Dear Trish Spencer, the mayor of Alameda; Ellen Corbett, Alameda's Board and East Bay Regional Park District Director; Becky Tuden, Environmental Service manager of East Bay Regional Park District; Lois Butler, Economic Development Manager of the City of Alameda; Chris Peeples, AC Transit Director; Frank Matavres, Council Member of the City of Alameda; Tony Daysog, City Council of Alameda elected; Ron Limoges, the Chair of Recreation and Parks Commission of the City of Alameda; Robert E. Doyle, East Bay Regional Park District General Manager; and Kevin Takei, Shoreline Unit Manager of the city of Alameda:

To Whom It May Concern:

We , the citizens, taxpayers, and residents of Alameda and the East Bay area of Alameda County, are writing this letter to you all to express our main concerns about the safety of Alamedans and Alameda island at the present and in the future.

Alamedan and Alameda island safety has been impacted by our overcrowded population and painful traffic jams. We think these are the primary tasks that must acted upon for the protection of the Alameda island.

Everyone, who is working for our Alameda, must know about the geographical characteristics and the density of populations of Alameda's Island before doing inadequate city planning and excessive building.

Alameda's total island area is made of (60 km²) 23.0 mi² including land = 10.6 mi² (27 km²) and water = 12.3 mi² (32 km²). This is unlike the cities of Oakland and Berkeley, which have a total city area of 77.86 mi² (201.66 km²) including land = 55.89 mi² (144.76 km²) and water=21.97 mi² (56.90 km²) and a total city area of 17.7 mi² (46 km²) area including 10.5 mi² (27 km²) of land and 7.2 mi²(19km²) water, respectively. Berkeley has many access roads to other outside cities easily. The population of Alameda has been increasing during the recent years. In the year 2000, the population was 72,259 people with an island density of 2583.3 /km² (6,693.4/mi²). In the year 2018, the population of Alameda island is estimated to be 79,177 people with an island density of 7309 people/mi² (High) in this small island. The county count shows 204 homeless people live in the city

of Alameda compare to that more than 2700 in Oakland and 972 in Berkeley. But you have to know that numbers matter to this small island of Alameda compare to the big city of Oakland and Berkeley which has more access to outside the cities easily in case of emergency.

Because of the overcrowded population of this island, we are very worried about the traffic and many thousands of cars to be added to our roads and streets as a result of already approved developments. We are also very concerned about the lack of fiscal responsibility and not working in the interest of the citizens of Alameda that the current City Council has demonstrated.

The ongoing construction at College of Alameda and the new development of construction at Alameda Point have started without the vote of the citizens of Alameda. The homeless shelter will be built across the street from Crab Cove of Alameda in the near future despite the neighbors being against it. Again, the city of Alameda has disrespected our citizens' right to vote. Alameda is a charter city which means that it can be managed by any council manager, but it doesn't mean that our voters' rights can be removed. We, the citizens, taxpayers and residents of the island of Alameda, love and care about our island. We are still in charge and have a right to decide the island of Alameda's future. The city of Alameda and this island cannot and should not be controlled by the few council members of the Alameda Planning Board because they are not listening to our voices and not consistently working in the interest of the citizens of Alameda.

Also, according to the other source, the main purpose of the inadequate city and incomplete traffic planning made by the present council members of the Alameda Planning Board is because they wanted to build a freeway from Alameda to the outside and they could not get the money from state due to the population in Alameda that does not meet the require among set by the state. That is why all of sudden people are pouring into Alameda without adequate plans. That is why excessive buildings have suddenly appeared in Alameda. Once again, all these decisions were not voted on by the citizens of Alameda. It is disrespectful to our Alameda.

Due to the inadequate city and traffic planning, it has caused huge traffic congestion problems in the recent years. Many people complain about dealing with the painful traffic jams to go to and from work every day despite the fact that there are four bridges and one Posey Tube on the island of Alameda. But it is

very stressful and frustrating to all of us in our daily lives. Before, it took less than 10 minutes to drive to South Shore Center or visit friends and go through the Posey Tube. Now, it takes 30 minutes or more to leave this island and 20 minutes or more to South Shore or friends' houses. This is and will be very dangerous and increase difficulty for ambulances, firefighters and police who are on duty to save lives. The present council members of the city of Alameda have created these huge problems to Alamedans due to poor management. That has become the major concern to the safety of the residents, environment and island of Alameda. The results of this increase in the risk of public and environmental safety are the following:

- 1 Lack of adequate emergency access out of the island of Alameda. Due to the overcrowded population and heavy traffic congestion resulting from inadequate planning by the city of Alameda, how can the residents of Alameda evacuate in case of flooding, earthquakes or fires? We do not want to see another disappearance of the city like the fire of Paradise. The Posey Tube, which was built in 1928, is the main transportation route for the residents of Alameda to go to outside of the island and has become a very important access road for us to connect to Oakland, Berkeley, San Francisco, Hayward and other cities. But this Posey Tube needs to be repaired and maintained regularly at least twice a year for public safety because some parts are missing, falling and/or loose. We have paid the road repair and transportation funding every year.
2. Increases in crowds and costs in the ER of Alameda hospital due to the stress of traffic jams and many impatient drivers, bikers, and scooters on the roads, streets, parks, beaches. This can lead to accidents or injuries occurring more frequently. Many roads, streets, and school zones in Alameda have a speed limit of 25 mph. But some unsafe drivers, bikers, and scooters speed up to 40 to 50 mph in those 25 mph zones. Many people, especially teenagers and minors, are biking and scootering without wearing helmets and speeding on sidewalks, parks, beaches, roads, and streets. Some of these minors have chased the wildlife at parks and beaches with their bikes and scooters without supervision. They are more prone to getting injured, hurting others, or worse, which can lead to increased health care costs and appearances in the emergency room.

3. Increases in the workload to the Alameda Police Department. Since we have such an overcrowded population on this small island, the more crimes that have been happening, the less chance there is to get help quickly from the police. Some people complain to wait for the police for 20 minutes or more when they need their help. Also, many people are cutting into the bus lane to the Posey Tube from Alameda to Oakland instead of waiting in the correct lanes. However, there is not enough police present to control this kind of behavior during traffic.

4. If the homeless shelter is built at the waterfront across the street from Crab Cove, it will impact the environmental safety due to increases in waste into the bay where many mussels, crab, fish, birds and microorganisms live.

These are the recommendations and requests from us as following:

- A. Respect our citizens' voting rights. Let us, the taxpayers and citizens of Alameda, decide on the island's present and future. Any new city planning must be voted on by the citizens of Alameda.
- B. Increase police patrol to control unlawful speeding and reinforce wearing helmets to all bikers and scooters on the roads, streets, parks, and beaches. All minors must be supervised by adults when scootering and biking on the roads, streets, parks, and beaches. Ban bikes and scooters on sidewalks because they can easily hurt the elderly, young children, and wildlife. There should be an enforced fine of \$100 to \$200 if they break the safety rules and laws. Build bike and scooter lanes.
- C. Re-assess and re-evaluate the planning for the safety of the city of Alameda to reduce excessive building, control the overcrowded population, and make complete plans and work together with CA state AC Transit, transportation companies such as Uber, Lyft, and Lime Bike of Alameda and Oakland to solve the heavy traffic congestion in Alameda.
- D. For environmental protection, preserve our natural environment and protect our neighborhoods including Crab Cove, Crown Beach, Washington Park, and all other parks of Alameda. Keep and build more parks with more trees, flowers, and grasses, which will lead to a better chance in reducing hot temperatures. Also, we don't need to worry about maintaining the grass because the wildlife, such as geese, ducks, other birds, and other animals, help to eat the grass by being Nature's best lawn mowers.

E. Due to the increase in population of Alameda, there are more people going to parks, shopping centers, and beaches, who are unaware of environmental protection and throw trash, plastic, and decomposable items into the parks, ponds, beaches, parking lots, shopping centers, and bathrooms amongst many other places. These behaviors will impact both our lives and the lives of wildlife. Therefore, the education and instruction through the placement of signs in parks and beaches are very important. We need your help to do the following things:

1. Post these signs: “Keep the Ponds Clean”, “No Trash in the Ponds”, “Please Do Not Chase or Throw Things at the Wildlife”, “No Speeding Biking and Scootering in the Park”, “No Dogs can Chase Wildlife”, “Please Love and Respect Wildlife”.
2. Clean the ponds of Crab Cove at least twice a year to provide clean water for the wildlife.
3. Post the sign “Enforced fine of \$200.00 if found dumping any trash in the park.”
4. Provide bins for recycling, composting, and trash in each park and shopping center to educate everyone in how to protect our planet.

F. For wildlife protection, work together with CA state AC Transit and cities of Oakland and Alameda to place “Geese Xing” signs on Webster Street to Posey Tube from Alameda to Oakland and on both sides of Constitution Way. It costs each sign only between \$20 to \$30.

G. Work together with CA state AC Transit and cities of Oakland and Alameda to repair the Posey Tube as soon as possible for the safety of our citizens because tens of thousands of cars and heavy weight trucks go through this tube, increasing the vibration to this 90-year-old structure every day. That is why the Posey Tube needs to be maintained at least twice a year for the citizens’ safety and emergency preparedness. Also, the other four bridges, which are Park Street Bridge, Fruitvale Bridge, High Street Bridge, and Otis Street Bridge, need to be checked for maintenance at least twice a year for

community safety and emergency preparedness. We all have paid the road and transportation funding so we would really like to see this happen.

- H. We, the citizens and residents of Alameda, should not be forced to pay any taxes to the two new constructions at Alameda Point and College of Alameda because we did not vote for them. These excessive buildings were approved by the present council members of the city of Alameda who did not make well-completed city plans.

In conclusion, we, the citizens, taxpayers, and residents of the island of Alameda and East Bay area, are requesting all of you to listen to our voices. Pay attention to Alameda island's safety, please! Our rights must be respected. Our environment must be protected. Our Alameda Island must be preserved and protected. Control overcrowded populations. Solve painful traffic congestion. Please help us. Please take actions to support and help our island of Alameda. Our voices must be heard.

Thank you for your kindness, understanding, and cooperation!
Happy Holidays!

Best Wishes,

Rita Hsu, Amy Wang, Henry Xu, Maura Hennessy, Mike Hennessy, Carina Hennessy, Christopher Allen Rogers, Markia Lanace Taylor, Timothy Irving, Alex Naces, Katie Zeitler, Charles Zeitler, Karina Leon, Linda Chan, Kevin Chan, Myron Leung, Peter Holms, Margerat Tang, Fannie Mok, Warrant Jung, Jenny Lo, Maria Fornaeus, Joyce Asmussen, Fred Christensen, He Qing Huang, Tony Daysog, Robert Matz, Rowena Tam, Hui Ping Li, Shao Ning Xu, Erica Saenz, Taylor Griffith, Liz Taylor, Rowena Huang, Dorothy Freeman, Doug Siden, Ambry Capistrano, John I. Lipp, Teresa Courville and Michael S. Linnington

LARA WEISIGER

From: Emily E. Arnold-Fernandez <emily.arnoldfernandez@gmail.com>
Sent: Monday, December 03, 2018 8:16 PM
To: Trish Spencer; Malia Vella; Jim Oddie; Frank Matarrese; Marilyn Ezzy Ashcraft; LARA WEISIGER
Subject: Support for APC's proposal to use McKay facility for senior center, and concerns about "Friends of Crab Cove" tactics

Dear Councillors,

I'm emailing as an Alameda citizen (I live in Central Alameda near the tiki bar) to express my strong support for APC's proposal to use the McKay facility for a senior and transitional wellness center. This is an important and valuable resource for our city, and appropriately expresses Alameda's values.

I urge you to remove the G overlay from the McKay facility currently under consideration for use by APC.

I also urge that you reject efforts by the so-called "Friends of Crab Cove," which has reportedly used misleading tactics to secure signatures to put a competing open space initiative on the ballot, to stymie and delay the APC project. Alamedans who've experienced their tactics report that the so-called "Friends of Crab Cove" have falsely told people that if the petition isn't signed, Crab Cove will cease to exist, that a homeless shelter will be built on the beach, that the kids will be exposed to drug deals, and more. When people spoke up against the misinformation or simply declined to sign, they were often harassed to the point of calling security or the police. I am upset that their deceitful tactics will result in a special election, costing city funds and jeopardizing services for those who need them.

I urge you to conduct a cost study on this open space initiative, prepare opposing arguments regarding the initiative, and prepare a companion ordinance protecting the City from the costs of the initiative.

Many thanks for your attention, and please feel free to contact me if you need further information about my position.

Sincerely,
Emily Arnold-Fernandez
Alameda resident

--

Emily E. Arnold-Fernandez
Mob. 415.601.3896

This is my personal email account; for Asylum Access matters, please contact me at emily@asylumaccess.org. Thanks!

LARA WEISIGER

From: bassnjenn@aol.com
Sent: Monday, December 03, 2018 7:26 PM
To: Trish Spencer; Marilyn Ezzy Ashcraft; Malia Vella; Frank Matarrese; Jim Oddie
Cc: LARA WEISIGER
Subject: McKay Avenue project

Dear Mayor Spencer and members of the City Council:

I am writing to you in my personal capacity as an Alameda resident in support of the proposed wellness center on McKay Avenue that you will be considering tomorrow evening. For close to twenty years, I have provided legal advice or worked for the San Francisco Human Services Agency, the lead agency for homeless services in the City and County of San Francisco. I have had the pleasure of working with some of the most brilliant policy makers who work to end homelessness. The two biggest issues facing public sector entities battling homelessness in my experience have been funding and space. Alameda is not immune to the homelessness crisis, and as the housing crisis continues to grow, so will the need for supportive interventions for our most vulnerable citizens, especially those aging in place who face medical issues.

In all my years working in this field, I have never seen the federal government offer a space for free to serve people who have no place to live, who face critical medical needs, or who are on the verge of losing their homes. This project will change lives in our community. Alameda Point Collaborative and Mercy Housing, an entity that has worked on many similar successful housing projects in San Francisco, will provide the necessary infrastructure and expertise to make this project into a program that all Alamedans will be proud of – a program that allows our most vulnerable residents to have a place to live; to get healthy, and to thrive. The City of Alameda has adopted a policy to work together to end homelessness. This project supports that goal and will transform the lives of those Alamedans in most need of care and support in the process.

On May 8, 2018, the Alameda Board of Education adopted a resolution supporting the establishment and operation of this project and offering to dedicate appropriate staff to serve on a stakeholder advisory group to work towards wellness and safety of clients and our community. I believe our local government and our policy makers have a moral imperative to take action to support this project. The time is now to speak with one voice and embrace this opportunity to begin to serve our most vulnerable residents. I respectfully request that you: 1) vote to remove the G overlay for this project; 2) vote to conduct a cost study of the "open space" initiative; 3) direct staff to begin preparing a companion ordinance protecting the City from any liability incurred from this process, and 4) actively oppose the potential initiative action attempting to delay this project.

Thank you for considering my request.

Jennifer Williams

LARA WEISIGER

From: jenne hensley <jenneruth@hotmail.com>
Sent: Monday, December 03, 2018 2:51 PM
To: LARA WEISIGER; Trish Spencer; Malia Vella; Marilyn Ezzy Ashcraft; Jim Oddie; Frank Matarrese
Subject: McKay Wellness Center

Dear local officials

I have lived in Alameda for the last 20 years, and would like you to know that I completely support the creation of the Wellness Center on McKay avenue. As you know, APC has completed all steps necessary for you to remove the G overlay, so please approve the resolution recommending approval of the Mitigated Negative Declaration, General Plan amendment, and Zoning Map Amendment for the Center. Those that can help should help. Very simple.

Thanks
Jenne Hensley
1217 Otis Dr. #F
Alameda

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LARA WEISIGER

From: Diane Cunningham Rizzo <dianerizzo@aol.com>
Sent: Monday, December 03, 2018 1:00 PM
To: Trish Spencer; Malia Vella; Jim Oddie; Frank Matarrese; Marilyn Ezzy Ashcraft; LARA WEISIGER
Subject: McKay Ave Project

We must not shun our homeless, especially our medically fragile seniors.

I strongly support the proposal by Alameda Point Collaborative (APC) to use buildings on McKay Ave for a Respite and Wellness Center. The facility will provide critical housing and medical services for homeless seniors and homeless requiring after care and a place to stay when being discharged from a hospital.

Benefits include:

- Improving the health, housing status, and quality of life for homeless in a dignified and supportive community environment.
- Transforming vacant buildings into well-designed attractive, landscaped, and attractive facilities.
- Dramatically reducing costs for homeless patient healthcare

At the upcoming City Council meeting on December 4, 2018, I am asking you to please vote to approve the following:

- Removal of the G overlay at the McKay Ave site. This is the final step needed for APC to take permanent ownership of the property, which in turn will free up funds for construction. APC has completed all the steps necessary for them to remove the G overlay.
- A mitigated negative declaration issued on the environmental impacts of the project (this states that the project will have minimal negative impacts, all of which can be controlled with proper construction management), the General Plan amendment, and the Zoning Map Amendment for the Wellness Center.
- A cost study of the initiative, and to commit to opposing any attempts to stop the project.

Thank you,

Diane Cunningham Rizzo

Diane Cunningham Rizzo, Director, Development and Communications.
Girls Inc. of the Island City. 510-521.1743 x201. www.girlsincislandcity.org
Inspiring all girls to be strong, smart, and bold.

:

LARA WEISIGER

From: Annelies Goger <anneliesgoger@yahoo.com>
Sent: Sunday, December 02, 2018 11:11 AM
To: LARA WEISIGER; Frank Matarrese; Marilyn Ezzy Ashcraft; Malia Vella; Jim Oddie; Trish Spencer
Subject: McKay Ave project for homeless seniors

Dear Mayor, City Clerk, and City Council,

I am writing in support of the Alameda Point Collaborative's project for homeless seniors on McKay Ave. I urge you to:

- Remove the G overlay;
- Modify the General Plan to match the zoning; and
- Approve a mitigated negative declaration issued on the environmental impacts of the project, which states that the project will have minimal environmental impacts and that said impacts can be mitigated through proper construction management practices.

I am a policy researcher and am currently in the midst of a national study funded by the U.S. Department of Agriculture interviewing 200 elders age 60 and over about access to food assistance (the Supplemental Nutrition Assistance Program--known as CalFresh in California). In the course of conducting these interviews, I have gained a very thorough understanding of the economic insecurity that elders in poverty are experiencing, and housing is among the most fundamental forms of support that they need to have stable and safe living conditions. In most cases, the poverty that elders experience is due to factors well beyond their control, such as a health crisis, being evicted from their home, or the effects of experiencing a major personal trauma or loss. I have heard this in case after case, after case, and each one is shattering to learn about. As more baby boomers approach retirement age and as the housing crisis in the Bay Area continues to displace people onto the streets, building more senior housing is not only the moral thing to do, it is also cost effective, because cycles of homelessness, healthcare crisis, and incarceration are extremely costly compared to getting people in stable housing and using that as a basis to provide services to get and keep them well.

As a city that vows to be inclusive and welcome EVERYONE, I firmly believe that NIMBYism has no place in Alameda, and that we all have a responsibility to look out for one another and to provide shelter to those who have fallen on hard times. Moreover, while some have claimed that this facility will make Crab Cove less "safe" for kids, to the contrary, I believe that we should treat elders with respect and dignity - not as a threat - and to welcome them into our community to share their wisdom with younger generations. Therefore, rather than building a project for seniors that is isolated from the community, I advocate for our local schools to collaborate and provide opportunities for kids and the seniors to work together on volunteer projects, such as community gardens and cleaning up litter. I'm highly offended by the notion that we should treat elders as a threat without making any effort to get to know them as individuals and hear their stories, and to throw them all into a monolithic bucket labeled "dangerous" rather than differentiating between people who are actually dangerous and people who are not - this is a display of ignorance and prejudice that has no place in our community. I fear that their main concern is to secure their own property values - essentially greed - and to frame it as something altruistic on behalf of kids is not just disingenuous, it's a flat out lie. We don't need to protect a land-owning class that is clearly coming out as the winners in this housing crisis. It is not only appropriate to ask them to step aside, it is a moral imperative given our current housing crisis. Alameda has to do its fair share to tackle this crisis.

I am also very concerned about the Open Space ordinance petition circulated by an organization that calls itself Friends of Crab Cove (FOCC). I urge you to adopt the staff resolution, request a cost study, and place the initiative on the next GENERAL ELECTION.

I ask you to do everything in your power to support the McKay avenue project for homeless seniors.

Thank you,
Annelies Goger, Ph.D.
Alameda Resident

LARA WEISIGER

From: Steve Haines <mrshaines@hotmail.com>
Sent: Sunday, December 02, 2018 10:46 AM
To: LARA WEISIGER
Subject: City Council Meeting December 4 , 2018

For the Mayor and City Council,

I encourage the Council to adopt the Mitigated Negative Declaration, Mitigation Monitoring and Reporting Program, General Plan Land Use Diagram and Text Amendment for the Property on the West Side of McKay Avenue (APN 74-1305-26-2) (PLN18-0198) to Allow for Private Use of the Property for a Wellness Center; and

Amend the Alameda Zoning Map for the Property on the West Side of McKay Avenue (APN 74-1305-26-2) to Remove the G Government Combining District Designation to Allow for Private Use of the Property for a Wellness Center.

I also encourage the Council to order a Report on the Effect of the Proposed Initiative Measure to change the zoning of the above property to Open Space. Such citizen initiatives are improper protections of the comfortable status quo by the "haves" to avoid the inconvenience of proximity to the "have nots".

Steve Haines
Kingsbury Court
Alameda

LARA WEISIGER

From: A Hyman <teacherbear@gmail.com>
Sent: Thursday, November 29, 2018 4:08 PM
To: LARA WEISIGER
Subject: Support for McKay Avenue Project

Dear Mayor Spencer, Vice Mayor Vella, and Council Members Ashcraft, Matarrese, Oddie,

On behalf of the Social Services Human Relations Board, I write in support of Item 6-C on the City Council December 4, 2018 meeting agenda. We believe it is critical that the Alameda City Council approve the ordinance to amend the zoning map for the McKay Avenue property. We urge to you to remove the G overlay and allow the property to be used as a wellness center for our community.

The Board's 2017 Community Needs Assessment report, which the Council approved in June 2018, noted that Alameda residents cited a crucial need for health care facilities. The second highest need was for homeless shelters and homelessness services. The Alameda Wellness Center will provide an opportunity to address these critical issues in our city, and is even referenced as one of the policy options in the City's Homelessness Report published in March 2018. APC's efforts to ensure that homeless residents will be served with compassion and humanity in order to live in a dignified manner.

I ask that you vote to make the legally required determination to:

- remove the G overly,
- modify the General Plan to match the zoning, and;
- approve a mitigated negative declaration issued on the environmental impacts of the project (this states that the project will have minimal negative impacts, all of which can be controlled with proper construction management)

Thank you for your time and service to our city.

Respectfully,
Audrey Hyman
President, City of Alameda Social Service Human Relations Board

cc: Lara Weisiger, Clerk, City of Alameda

LARA WEISIGER

From: Bronwyn Harris <bronwyn_harris@yahoo.com>
Sent: Tuesday, November 27, 2018 9:36 PM
To: Trish Spencer; Frank Matarrese; Marilyn Ezzy Ashcraft; Jim Oddie; Malia Vella; LARA WEISIGER
Subject: Removing the G Overlay at the McKay Avenue site for a wellness center

Hi Alameda City Council,

I'm writing today to support the McKay Avenue wellness project, as an Alamedan and as a neighbor. I know that the next step in this process is to remove the G overlay, modify the general plan to match the zoning, and approve the resolution recommending approval of the mitigated negative declaration of the environmental impacts of the project. I understand that APC has gone through all of the steps necessary for this to happen and I hope the council will do the right thing in finishing the process.

I am a neighbor to the proposed site and walk my dog in front of it every day. I have no concerns whatsoever about the project and in fact, am thrilled to have it come to fruition. This is the right thing to do - helping those who need the most help. I have gone through some medical issues lately and cannot imagine trying to recover without a place to live. I am so proud that there are those in Alameda who want to help the most vulnerable. I am proud to be a neighbor to the site.

Thank you,

Bronwyn Harris
Author of *Literally Unbelievable: Stories from an East Oakland Classroom*
www.bronwynharrisauthor.com



Friends of Crab Cove (FriendsOfCrabCove.org)
P.O. Box 631, Alameda, CA 94501

FILED
NOV 27 2018
CITY OF ALAMEDA
CITY CLERK'S OFFICE

November 26, 2018

Mayor and Members of the City Council:

The Objections made by Friends of Crab Cove to the proposed actions by the Council to Lift the Government Overlay of the Project zoning, Approve the Mitigate Negative Declaration, and Amend the General Plan for the proposed McKay Wellness Center, are filed herewith.

The bases for these Objections are detailed in the following pages and supporting evidence. They can be summarized as follows: The Federal Government prepared an inadequate Environmental Assessment (EA) under the National Environmental Policy Act. This inadequate EA formed the basis for the Mitigated Negative Declaration (MND) prepared by the City of Alameda as Lead Agency under CEQA, which was therefore also inadequate. The above failures require the City of Alameda to prepare either an adequate Initial Study, which will then require the preparation of an Environmental Impact Report (EIR), or simply an EIR.

An Initiative to rezone this property as Open Space to implement the will of a majority of the voters in 2008, is being reviewed by the Alameda County Registrar of Voters. Once the required number of signatures has been validated, the Initiative will be placed before the voters. We would ask that if the Recall(s) currently pending are qualified for the ballot and trigger a special election in 2019, that the Initiative be placed on that ballot. To not do so would delay providing services for the homeless.

The City Council should evaluate the needs of the City and its homeless and make a determination as to what facilities the City needs for its homeless, and balance meeting those needs against what the City can afford after providing other services. It should not support the entire municipal cost of providing a medical facility for homeless throughout the entire San Francisco Bay Area. If it does so, it should not do so without locking in perpetual financial support from the Counties and cities that will benefit from this facility.

FOCC would prefer to not waste time and money opposing this project, and would gladly support the construction of this Project on the 10 acres of land at the former naval air station, which APC has recently acquired.

Thank you for your time.

Friends of Crab Cove

Friends of Crab Cove Makes the Following Objections to the "Adoption of Resolution adopting a Mitigated Negative Declaration, General Plan Land Use Diagram and Text Amendment; and Introduction of Ordinance Amending Alameda Zoning Map for the Property on the West Side of McKay Avenue (APN 74-1305-26-2) to Remove the G Government Combining District Designation to Allow for Private Use of the Property for a Wellness Center for Formerly and Currently Homeless Individual."

I. Neither Alameda Point Collaborative (APC), nor the agencies for the federal government, both General Services Administration (GSA) and the Department of Health and Human Services (HHS) did their homework before seeking/transferring the McKay Avenue Property as a Homeless Accommodation. In 2008, nearly ten years earlier, 72% of the voters approved this parcel to become Open Space. They have taxed themselves annually since 2009, for this express purpose. In December 2017, APC, HHS and GSA decided inappropriately to apply/transfer this land under the Mckinney-Vento Act 42 U.S.C. 11435.

- A. In 2006 the federal government closed some of its offices along McKay Avenue, declaring a 3.89 acre portion of the parcel next to Crown Beach as "Surplus." The East Bay Regional Park District (EBRPD), the beach operator, contacted GSA to acquire the Surplus property to expand Crown Beach. The parcel at this time was zoned "Government office/administrative professional." Instead of accommodating this public use of shoreline adjacent property, GSA departed from traditional disposal practice, turned down a public benefit conveyance request from EBRPD, as well as an offer from EBRPD to acquire the property at appraised fair market value, and announced it intended to sell the Surplus property (naming it Neptune Pointe) through a competitive auction.
 1. The federal government refused to sell to EBRPD and eventually put the first portion of the parcel for public auction. (Supporting evidence is attached hereto though it appears it was offered twice. **BATES 1 - 5.**
- B. In 2008 in response to the federal government's misuse of the disposal process, EBRPD which had placed Measure WW on the ballot, added Project 18 which authorized taxing for the sole purpose of raising "\$6.5 million to replace and expand the Crab Cove interpretive center 'Expand and restore Alameda Beach to increase space for beach recreation and protect the shoreline. Acquire appropriate surplus federal property if it becomes available.'" AT THE TIME ONLY THE FIRST 3.89 ACRES WERE SURPLUS. **BATES 7 - 8.**
 2. The Alameda City Council supported this addition to EBRPD. On September 16, 2008, it adopted Resolution No. 14265, "Supporting Measure WW, the Extension of the Regional Open Space, Wildlife, Shoreline and Parks Bond" at the November 2008 election.
- C. At the time of the vote on Measure WW, the federal property on McKay Avenue, Alameda, consisted of a single parcel, approximately 7.57 acres identified as Alameda County Assessor's Parcel No. 74-1305-026.
- D. Since the federal government had publically declared the southeast portion of the parcel "Surplus" and advertised that it would be auctioned in GSA Invitation For Bid No. SFRAN 911160601, the phrase, "if it becomes available" applied to the remaining portion of 3.671 acres.
- E. Thereafter the federal government caused the original parcel to be tentatively split into two parcels. The southeast portion consisted of 3.899 acres and was to become Alameda County Assessor's Parcel No. 74-1305-026-1. The remaining northern portion, 3.671 acres, still housed active government uses. It was to become Alameda County Assessor's Parcel 74-1305-026-2.
- F. This anticipated sale and split caused various parties to engage in litigation. A Settlement Agreement was entered into by the State of California, EBRPD and the United States of America on or about 10-21 2015, resolving the litigation. The actual deeds and parcel descriptions were not recorded by the Alameda County Assessor until 5-11-16. **BATES 9.**

- G. The high bidder was a private developer. As the sale processed, Alameda County Assessor's Parcel 74-1305-026-1, was rezoned by the City of Alameda for residential development in July 2012.
- H. The citizens responded to the Rezoning by qualifying and circulating the first "Initiative for Expansion of Open Space at Crab Cove. They obtained sufficient qualifying voters' signatures to place the initiative on the ballot. The City Council, acknowledged the will of the voters and by a vote of 5 in favor, to 0, against, passed Ordinance No. 3102, which adopted the Initiative rather than place it on the ballot, and rezoned the first 3.899 acre portion of the original parcel to Open Space District on July 1, 2014. **BATES 10 - 19.**
- I. By lifting the Special Government Combining District zoning overlay and permitting private, non-governmental Administrative - Professional District uses to start on the remaining portion now on the December 4, 2018, Council agenda, the Federal government, APC and Council, will frustrate the will of the voters of both Alameda and Contra-Costa Counties.
- J. The first portion is being added to Crown Beach. The remaining portion of the original 7.57 acre parcel, now forms the property line with EBRPD's Crown Beach. Of Measure WW Project 18's \$6.5 million, only \$2.18 million was spent to acquire the first portion of the original parcel, leaving sufficient funds for purchase of this second portion to be added to the park.

II. The federal government, HHS, GSA and the US Department of Housing and Urban Development (HUD) have disregarded disqualifying criteria for property to be considered as a facility for homeless accommodation under of the McKinney-Vento Homeless Assistance Act, Public Law 101-645 (42 U.S.C. 11411) as set forth in 24 CFR 581.6, "Suitability Criteria" and the requirements of the National Environmental Policy Act (NEPA).

- A. 24 CFR 581.6 - Suitability criteria.(a) All properties, buildings and land will be determined suitable unless a property's characteristics include one or more of the following conditions:
(5) Documented deficiencies. A property with a documented and extensive condition(s) that represents a clear threat to personal physical safety will be determined unsuitable. Such conditions may include, but are not limited to, contamination, structural damage or extensive deterioration, **friable asbestos, PCB's, or natural hazardous substances such as radon, periodic flooding, sinkholes or earth slides.**
- B. An Environmental Assessment (EA) was prepared by the federal government as an effort to comply with NEPA. The EA is incorporated by this reference thereto as though fully set forth herein. The EA prepared by FIRSTCARBON referred to the Inspection Report ordered by GSA prepared by SCA Environmental, Inc. (SCA) in 2007. It documented extensive and pervasive presence of asbestos, or Asbestos Containing Material (ACM) in all aspects of the federal buildings.
1. EA Exhibit F contains a report prepared by AEI Consultants (AEI) for Doug Biggs, Executive Director of APC. This report is titled Phase 1 Environmental Site Assessment, dated April 6, 2018, and further labeled "DRAFT". It is not numerically paginated, nor are any attachments, exhibits or other indices paginated in a manner enabling reference or cross-checking. No final copy of this was provided for the EA, nor was a Phase 2 provided.
- a. AEI Sec. 7.0 reflects Site Reconnaissance found Regulated Hazardous Substances/ Wastes and or Petroleum Products in Connection with Property Use. And Aboveground/ Underground Hazardous Substance or Petroleum Product Storage tanks AATs/UST.
- b. AEI confirmed that ACM is present based on an unnamed 2007 report citing section 6.3. This Section was not located in the AEI unnumbered packet, but AEI also confirmed that Lead Based Paints (LBP) were present but were in "good condition," and that PCBs were present.

2. EA, Hazards and Public Health Supporting Information, 2.0 of the Executive Summary dated October 2007, contained in Exhibit F, to the EA, emphasizes that: "This survey was not destructive in nature and was therefor not intended to identify 100% of the ACM in the building. GSA requires that a separate comprehensive destructive asbestos sampling survey be performed prior to any renovation or demolition work." Pages 3.0, 18, 57.
3. Attachment 1 to Exhibit F, is a "DRAFT" report by ALSF Analytical Labs (ALSF). Which purports to contain the Draft results by the lab - using state of the art testing of ACMs. There is no chain of custody listed and part but not all of the ALSF Report is attached to the SCA Report.
 - a. The SCA Report lists a number of Attachments:
 1. Laboratory Results
 2. Field Data Sheets
 3. Materials Matrix Report and Abatement Cost Estimate
 4. Sampling Location Drawing
 5. Photographs
 6. Facility Asbestos Action Plan
 - b. Of the above, only the ALSF Laboratory Report Attachment 1 is attached. The other Attachments were not included nor made available for public or other review. Of special significance is the No. 4, the Locations from which the Samples were taken.
4. ALSF lab results report 275 samples of suspected ACM were taken, however only 234 of the collected samples were tested. Forty-eight of those tested, or 20%, contained ACM. The SCA Report gave no explanation for ALSF's failure to test many of the samples.
5. No laboratory testing was done of the exterior shingles which cover all of the main buildings for **friability**. Having been exposed to weather for ninety years contrary to the EA pro forma statement that they are in good condition, they are deteriorating and crumbling. **BATES 20 - 22.**
6. GSA failed to perform indicated laboratory tests for friability of asbestos documented to be on the property was inadequate. of asbestos, after being put on notice that further testing was required. The TEPA NESHAP (40 CFR 61.141) defines friable asbestos material as "any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 CFR 763, section 1, Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM. (emphasis added)" There is no similar point counting requirement written into the definition of non-friable ACM.
7. There is an annotation by SCA Keith Fang, who is listed as a Jr. Industrial Hygienist, certified for Site Surveillance Technician. There is red handwritten ink circling sixteen (16) samples labeled "WLSHINGLE". These are described as beige white, which includes the exterior shingles for all but the accessory buildings. Six of the 16 that were tested by ALSF had ACM in percentages of between 10 and 15% of Chrysotile asbestos. The World Health Organization has determined Chrysotile causes cancer of the lung, larynx and ovary, mesothelioma and asbestosis. **BATES 23 - 26.**
8. No evaluation was conducted of the Lead Based Paints (LBP), as paint was represented to be in "good condition". These areas are open to the public. **BATES 27 - 28.**

9. It is not specified what role SCA had in ALSF's collection or testing of the materials, who selected the samples, who collected, or transported, or who was authorized at SCA to give instructions to ALSF.

III. APC is not qualified to run a medically oriented homeless accommodation.

- A. Executive Director of APC, Doug Biggs admits he has no qualifications to run a medical facility, and no qualifications to design or plan it. His experience is in housing the homeless.
 1. When APC was given 34 acres at the former naval air station for its first homeless accommodation in Alameda nearly 20 years ago, it represented the 200 units were to be "Transitional" for up to 6 months of housing only. When the services APC provided failed due in large part to remoteness from other services available to return the homeless to mainstream life styles, APC, converted all the units to permanent housing and now houses over 500 formerly homeless from throughout the region. It has become entrenched in the industry of permanently providing housing to the homeless rather than eliminating homelessness. APC has never evicted any tenants as per public records, for drug dealing, prostitution, endangering children non-payment of rent or any other reason.
 2. Alameda has 204 homeless, thus it is providing homes for 300 non-Alameda homeless.
 3. The island of Alameda is isolated and removed from the extensive services provided to the homeless by Alameda County, and the nearby cities of Berkeley, Oakland, San Leandro, and Hayward. These entities provide hundreds of millions of dollars of support including job training, jobs, counseling, medical clinics, food banks, and needle exchanges, just to name a few. Isolated from these other services, homeless in Alameda cannot benefit from the cross over and support provided by these other critical service providers for the homeless.
 4. FOCC has requested numbers of persons permanently relocated to main stream housing by APC, persons who obtained and retained jobs after undergoing training by APC, or other graduates and recipients of APC's services. APC has provided no numbers of any successes.
- B. APC is receiving an additional 10 acres at the naval air station where there already is an established facility and counseling center. APC can build a Federally Qualified Health Center (FQHC) to serve those persons who need medical care, drug/alcohol treatment, and mental health treatment at the former naval air station where these formerly homeless live, less than 2 miles away. The elderly and hospice patients with complex medical issues being transported by ambulance are already under a doctor's care.
 1. New structures on these 10 acres would not require the cost of demolition of historic, and toxic buildings on McKay Avenue.
- C. Once the G Overlay is lifted, there will be no further discretionary review by the City of Alameda, save for Demolition of toxic buildings, and historical preservation. **No conditional or other permits are needed.** APC will be required to comply with current building codes. Although erroneously denied by the EA, SF Bay Area Conservation District (BCDC) has jurisdiction; compliance with BCDC's procedures will be a separate approval process.
 1. There will be no means of requiring or enforcing the federal government to offset or contribute to the ongoing costs for security, clean-up, or maintenance of the area.
 2. Chief Rodrigues of the Alameda Fire Department represented his Department is not staffed to provide the medical responses that will be required for the assisted living and hospice, facilities that APC intends to operate. See Declaration of Karen Miller *BATES 102*.

3. APC has been asked repeatedly to seek funding for the public safety services from other cities such as Dublin, Pleasanton, Union City, Albany, that provide no shelters for their homeless, but refuses to do so, or has already been rejected and refuses to disclose that fact.
4. APC/Biggs' record of adhering to terms of agreements gives notice that they will not comply with any unenforceable commitments they pledge in order for them to obtain approval.
5. Once this rezoning is approved, APC can do whatever it wants with no recourse for the taxpaying citizens of Alameda if public safety or other costs increase.
6. The Executive Director of APC, has repeatedly stated on record March 3, 2018,- that he is going to retire when he gets the approvals for the project.

IV. APC is not meeting a need for the City of Alameda with the proposed McKay Avenue Project. Other cities, such as Los Angeles, decide what is best for their cities, and then ask for qualified providers to bid on the homeless Projects they determine they need. The City of Alameda is not planning for what the City and its residents need, but reacting to a sales pitch of an unqualified provider's desire.

A. In its rush to gain approval, APC hired FIRSTCARBON, to produce the EA under NEPA for the Project. FIRSTCARBON intentionally refused public input at every stage which disqualified any use of the EA under CEQA. The very limited Meetings with APC/Biggs produced numerous facts that would lead to findings of significant impact on the environment, but were disregarded. The presentations were one way sales pitches at which APC/BIGGS made different presentations depending upon his audience. He took no note of objections nor reported them to HHS, thus enabling HHS to make a Finding of No Significant Impact (FONSI).

1. An EIS was required due to the potential for this Project to have a significant impact on the human environment (40 C.F.R. § 1508.18), but the EA failed to include the facts supporting the impacts. Without public input, EA's project description, impacts and other required missing information was omitted from the EA.
2. FIRSTCARBON and APC steadfastly refused any open public input on the EA. The CEO of APC, represented on March 3, 2018, to the first "stakeholder" group, that there would be bimonthly meetings for updates and public input. None has yet to be held. 40 CFR Ch. V § 1506.6 Agencies shall: (a) Make diligent efforts to involve the public in preparing and implementing their NEPA procedures.(b) Provide public notice of NEPA-related hearings, public meetings, and the availability of environmental documents so as to inform those persons and agencies who may be interested or affected. (3) In the case of an action with effects primarily of local concern the notice may include:(i) Notice to State and area wide clearinghouses pursuant to OMB Circular A-95 (Revised)..(iii) Following the affected State's public notice procedures for comparable actions.(iv) Publication in local newspapers (in papers of general circulation rather than legal papers).(v) Notice through other local media.(vi) Notice to potentially interested community organizations including small business associations. None of this was attempted.
3. Absent public input, the EA was allowed to make factually incorrect statements concerning the baseline for analysis of impacts, lack of historical significance of the existing and neighboring property, failed to perform laboratory analysis of the friability of the existing asbestos on the buildings and lead paint hazards, among other omitted facts which led to inappropriate support for finding no negative significant impacts. The ventilating duct work for the pump house which is across the street from the property but retained by HHS/GSA, is broken and spewing toxic fumes into the air during operation. All of these facts and the extent of the friable asbestos which excludes consideration of the site for a Title V transfer was intentionally omitted by HHS/GSA. **BATES 93 - 96**

4. Other omissions included: qualification of the Initiative for circulation April 26, 2018, now being processed for placement on the ballot to enforce the voters' will as expressed in 2008; which make the zoning inconsistent for a homeless accommodation. **BATES 29 - 30**; the EBRPD Children's Learning Center directly across the street from the Project which serves tens of thousands of children per year along with the EBRPD Parks Express program serving low income children, the disabled and seniors; and the historical nature of Crab Cove Marine Protected Area, at the foot of McKay Avenue, which was designated the first California Estuarine Marine Reserve. The historical significance of this designation was ignored.
5. FIRST CARBON also ignored the fact that the entire former property is on the City of Alameda's historical study list. **BATES 97 - 101.**
 - a. Although no public comments were solicited, and were discouraged by HHS and APC, on July 8, 20, 2018, FOCC filed Comments to the EA with HHS, GSA and APC, indicating that the information was factually inadequate, and when the facts were analyzed a full Environmental Impact Statement (EIS) under NEPA was required.
 - b.. The EA excluded those agencies which have jurisdiction over the Project Area including SF BCDC and the Coastal Commission.
 - c. Although treating FOCC's Comments as inconsequential, Teresa Ritta Program Manager for HHS, after receiving FOCC's Comments acknowledged that BCDC had jurisdiction, but stated BCDC approved. No authority was cited, and the entire BCDC project approval process which is mandatory, did not apply. **BATES 31 - 74.**

V. The City of Alameda as Lead Agency failed to comply with the California Environmental Quality Act (CEQA) starting with the use of the defective FIRSTCARBON EA.

- A. The City of Alameda as Lead Agency has failed to comply with CEQA. Due to the importance of public input, both by agencies and individuals the State of California has provided an online Clearinghouse for CEQA documents. <http://opr.ca.gov/ceqa/>; <http://opr.ca.gov/clearinghouse/ceqa/>; <http://www.ceqanet.ca.gov/QueryForm.asp>. The Lead Agency did not publish any CEQA compliance documents at the Clearinghouse.
 1. Under CEQA, an abuse of discretion occurs if the City did not proceed in the manner required by law, its decision was not adequately supported by findings, or its findings were not supported by substantial evidence in light of the whole record. (Pub. Resources Code, §§ 21168, 21168.5.)
- B. The Mitigated Negative Declaration (MND) dated September 2018, prepared by Douglas Herring & Associates (HERRING) improperly relied on the inadequate EA effort to comply with the NEPA prepared by HHS. The MND referred to herein is incorporated by this reference thereto as though fully set forth herein. The Federal Government maintains a NEPA clearinghouse, and all significant proposed actions under NEPA must be published in the Federal Register. This was not done.
 1. An EA prepared under NEPA can be used as the Initial Study under CEQA, if the preparation of the EA complied with the requirements of CEQA. In this case it clearly did not. Therefore the use of the EA, as the main reference for the IS, and reliance on the EA's contents is in violation of CEQA. Guidelines § 15221 sets forth rules governing use of a NEPA document to satisfy CEQA. It states: (a) When a project will require compliance with both CEQA and NEPA, State or local agencies should use the EIS or Finding of No Significant Impact rather than preparing an EIR or Negative Declaration if the following two conditions occur: (1) An EIS or Finding of No Significant Impact will be prepared before an EIR or Negative Declaration would otherwise be completed for the project; and (2) **The EIS or Finding of No Significant Impact complies with the provisions of these Guidelines.**

2. The preparation of the FONSI by HHS did not comply with CEQA Guidelines. HHS acknowledged the failure to recognize the jurisdiction of local agencies such as BCDC which among other omissions, make the FONSI unavailable for use under CEQA. The error of the exclusion of a governmental entity with jurisdiction and a unique process for approval, was not added to the EA, nor Ms. Ritter's acknowledgment given to the preparer of the NMD.
- C. The City of Alameda's MND fails to comply with CEQA. The contract of employment of HERRING by the City of Alameda is for a MND, not an IS. **BATES 75 - 84**. There is no bridge between the EA and IS that refers to any analysis by qualified experts as to whether or not the EA was examined for legal sufficiency to be used under CEQA, and the EA enabled to be used as an IS. What appears to be intended as an IS consists of 8 pages in the MND. Three of the 8 pages are maps and one page is a drawing of buildings. While HERRING refers extensively to the EA, there is no reference to the FOCC's Comments to the EA, nor the acknowledgment by HHS that BCDC has jurisdiction over this Project.
1. The IS fails to adequately describe the environment stating Crown Beach is 475 feet away when the Beach/park is immediately to the southeast of the Project's property line.
 2. The IS misstates the Project, omitting the Project Description submitted by APC to the City for approval dated April 18, 2018. The IS adopts the EA's project description which differs significantly from that which was submitted to the City for this approval. **BATES 85**.
 3. APC applied for a "facility to provide (1) "housing and general care of highly vulnerable elders with complex medical conditions;" (2) "A facility for the recuperative care of homeless convalescing patients with medically complex conditions departing from hospitals or undergoing intensive medical treatment;" (3) a "Primary Health Clinic providing on-site medical and mental health care for residents and clients of the recuperative care and senior housing facilities;" and (4) a "Resource Center with offices for case workers and outreach workers to meet with clients".
 4. No age description is given for the elders for the supposed Senior Housing in the EA or MND. The target population for this Project - seniors over 50 or 55 - with medical issues, depends upon which definition APC is using, is not factually supported as for residents of Alameda, the City or the County. The County of Alameda has 5,629 homeless persons, of that only 204 persons were homeless in the City of Alameda. "About 17 percent of the population we see are seniors (35) , and out of those, 60 to 75 percent (20-27) of them have issues having to do with having secure, stable housing," Brown said. "Of those 17 percent (35) **some** are having health issues, according to Ebony Brown, who directs case management at the nonprofit Alameda Family Services. (*Alameda Magazine* April 8, 2015) Thus using the numbers provided in the EA and MND, 17% of the 204 persons are seniors, and of those, 20 to 27 seniors are having issues with housing, leaving, up to 10 seniors who have health issues. See **BATES 66 - 72**.
 5. NO SPECIFIC NUMBERS WERE applied for by APC for either type of residential units.
 6. No FQHC was included in APC's application. Instead APC states "on-site medical care is to be **limited to residents and clients of the recuperative and senior housing**. All of the persons at both types of housing will have complex medical issues, and be under a physician's medical care, it is appropriate and more cost effective to have the FQHC providing all encompassing medical care to all, located at the naval air station where 500 formerly homeless now reside. APC has obtained another 10 acres at the naval air station and is currently building an additional 237 units for homeless at the naval air station, this will bring the total homeless to nearly 1000 at APC. Providing these persons with necessary medical care on site, as opposed to traveling miles without close by transit or cars, is not only cost effective but better planing.

- D. The most critical omission in the preparation of the EA by the federal government was the preclusion through lack of public notice, of any public comment.
1. Public comment is the sine quo non of CEQA. NEPA allows each federal agency to provide specific procedures for each agency. HHS's procedures provide for publishing in the federal register of availability, no public input, no public comment period. Due to the regional nature of the recreational and educational facilities at Crab Cove and Crown Memorial Beach, the impacts will be of Regional and area wide significance. The MND is required to be submitted to the State Clearinghouse and to the appropriate metropolitan area council of governments for review and comment. CEQA Guidelines §15206. No such listing was made by the Lead Agency at <http://www.ceqanet.ca.gov>.
 2. Absent public notice and input the "facts" cited by FIRSTCARBON were not challenged.
 3. FIRSTCARBON's authority for its demographics appear only in the references as two internet sites at the US Census. Neither site is accessible currently nor were any printouts of the authority retained by FIRSTCARBON. The EA states that the need for the senior housing was "due to Alameda County having the highest number of elderly residents living below the poverty line compared to other Bay Area communities. None of the other communities was identified, nor was any authority for this statement. In reviewing the information on the US Census website, the numbers listed prove there are far more persons who are not elderly or senior who live below the poverty level in Alameda County.
 4. The Notice dated September 26, 2018, for the October 8, 2018, hearing in front of the Planning Board on the MND as provided by the City of Alameda, did not comply with the period or substantive requirements of CEQA. **BATES 86**. It referred only to a hearing on the MND and made no reference to any Initial Study. The Agenda item as well as the Proposed Resolution make no reference to any Initial Study for this Project. **BATES 86 - 87**.
 5. City of Alameda Planning Department Records indicate that the Application filed by APC does not contain the mandatory signature of the owner of the property, nor has APC paid the remainder of the required filing fees or \$2,266.25. **BATES 88 - 92**.
 6. The City of Alameda retained the services of Douglas Herring & Associates, Environmental, Policy, and Planning Services (HERRING) to prepare the MND.
 7. HERRING's MND copies the FIRSTCARBON EA nearly verbatim as to the descriptions of the project and the lack of significant impact on the environment, thereby incorporating the defects of the EA.
 8. The MND is unsigned, labeled "Preliminary" and bears a printing date of September 2018.
 9. HERRING cites as factual evidence for each item on its Environmental Checklist Items either no facts or FIRSTCARBON's EA. The EA is dated May 21, 2018, and does not contain anything dated thereafter. Nor does HERRING cite as a reference anything thereafter including the FOCC Comments, or the HHS admission on August 14, 2018. **BATES 73- 74**. See the accompanying comments on each Checklist Item.
- E. The City of Alameda failed to provide notice to the public as required under Public Resources Code § 21092. (a) A lead agency that is preparing an environmental impact report or a negative declaration or making a determination pursuant to subdivision c) of Section 21157.1 shall provide **public notice** of that fact within a reasonable period of time pursuant to subdivision c, of § 21157.1. Required contents of the Notice are as follows:

PRC 21092 §(b) (1) **The notice shall specify** the period during which comments will be received on the draft environmental impact report or negative declaration, and shall include the date, time, and place of any public meetings or hearings on the proposed project, **a brief description of the proposed project and its location, the significant effects on the environment, if any, anticipated as a result of project, the address where copies of the draft environmental impact report or negative declaration, and all documents referenced in the draft environmental impact report or negative declaration, are available for review,** and a description of how the draft environmental impact report or negative declaration can be provided in an electronic format.

1. No documents were posted with the Alameda County Clerk as required by CEQA Guidelines §15072 for the Planning Board October 8, 2018 hearing. See Declaration of Liza Morse. . **BATES 103 - 111.**
 - a. A number of local adjacent property owners did not receive notice of the hearing and requested a continuance. The Planning Board refused to continue the meeting to enable adequate Notice.
 - b. The Notice itself fails to comply with either the notice or substantive requirements of CEQA.
2. No documents were posted with the Alameda County Clerk as required by CEQA as of November 25, 2018, Guidelines §15072 for the City Council Hearing December 4, 2018. See Declaration of Liza Morse. **BATES 103 - 111.**
 - a. On November 21, 2018, Liza Morse was provided with two missing maps from the MND, and an email to support one of two personal communications from HERRING. The second personal Communication could NOT be provided.

MND's CHECKLIST / AUTHORITIES CITED/OMITTED FACTS

(SOME OF THE DOCUMENTS REFERRED TO NO LONGER EXIST/ WERE NOT RECORDED.)

(1) **Aesthetics** - no citations to any references;

(2) **Agricultural and Forest Resources**, refers to CA Dept. Of Conservation, Division of Land Resource Mapping and Monitoring Program Alameda County Important Farmland 2010 (Map) April 2011.

(3) **Air Quality** references cited EA FIRSTCARBON May 21, 2018; Alison Kirk BAAQMD - **personal communication**; BAAQMD CEQA Guidelines, Recommended Methods for Screening and Modeling Local Risks and Hazards Version 3.0 May 2012; Stationary Source Screening Tool May 30, 2012; and Sam Tabibnia, Fehr and Peers Transportation Consultants, **personal communication**, August 30, 2018;

The MND contains per se inadequacies **"Although an attempt to contact District (BAAQMD) staff for the current analysis, no response was received."** There is no evidence as when, how or by what means this "attempt to contact" was made. The only citation of contact with personnel at BAAQMD, the report reads "Alison Kirk Senior Planner Bay Area Air Quality Management Commission, **personal communication June 8, 2017**. This vague reference, was not obtained during the preparation of the Mitigated Negative Declaration but of the EA. It is unknown who received the communication or what form it took. This communication was not made available to the public as required by CEQA. It is per se inadequate compliance.

(4) **Biological Resources** references cited FIRSTCARBON EA May 21, 2018; City of Alameda Municipal Code sec. 13-21 - Preservation of Historical and Cultural Resources;

(5) **Cultural Resources**-references cited FIRSTCARBON EA May 21, 2018
Graymer R. W. 2000 Geologic Map of Oakland Alameda and Contra Costa Counties, US GS Miscellaneous Field studies; **Kenneth Finger, Paleontologist, letter report April 3, 2018.**

Neither the EA nor HERRING detected that the entire Project is on the list of Historical Study List for the City of Alameda. It is a fact both did not include. During the preliminary review stage of a CEQA review, the question whether an object is an historical resource and thus part of the environment protected by CEQA must be resolved by the lead agency, under the three analytical categories established by PRC section 21084.1 and Guidelines section 15064.5, subdivision (a) before it determines whether the project may have a significant adverse impact on the environment. *Citizens for the Restoration of L Street v. City of Fresno* (2014;Fifth Dist.) 229 Cal. App. 4th 340;| 177 Cal. Rptr. 3d 96.

The lead Agency did not make this determination as the facts and evidence contained in both the EA and MND/IS omit any reference to the fact that the entire property at 620 Central, referred to as the McKay Avenue Project herein, is listed on the City of Alameda's Historical Study List as a category S "A historic resource distinguished by is architectural, historical, or environmental significance, eligible for inclusion in the State Historic Resources Inventory, and of Secondary priority for inclusion on the list of Alameda Historical Monuments. Many of these are also eligible for listing in the National Register of Historic Places. Others would be eligible if design integrity were restored."

PUBLIC RESOURCES CODE - PRC DIVISION 13. ENVIRONMENTAL QUALITY [21000 - 21189.57]
(Division 13 added by Stats. 1970, Ch. 1433.) CHAPTER 2.6. General [21080 - 21098] (Chapter 2.6 added by Stats. 1972, Ch. 1154.) Sec. 21084. (e) A project that may cause a substantial adverse change in the significance of a historical resource, as specified in Section 21084.1, shall not be exempted from this division pursuant to subdivision (a). (Amended by Stats. 2013, Ch. 76, Sec. 175. (AB 383) Effective January 1, 2014.)

The fact that a resource is not listed in, or determined to be eligible for listing in, the California Register of Historical Resources, **not included in a local register of historical resources**, or not deemed significant pursuant to criteria set forth in subdivision (g) of Section 5024.1 shall not preclude a lead agency from determining whether the resource may be an historical resource for purposes of this section. (Added by Stats. 1992, Ch. 1075, Sec. 8. Effective January 1, 1993.) In the instant case, the Project property is listed in the local historical register.

(6) **Geology, Soils and Seismicity** references cited FIRSTCARBON EA May 21, 2018, City of Alameda General Plan Safety and Noise Element, Walk, Haydel & Associates, Seismic Hazard Report Federal Center 620 Central Alameda, CA Project No. ZCA72270, June 1990.

The MND refers to the Haydel Report which documented damage from the 1989 Loma Prieta earthquake. "The October 17, 1989 earthquake has caused structural and non-structural damages on all buildings of the Federal Center. However, a structural evaluation based on the **visual inspection findings** in all buildings within the Center is presented in this section. It must be noted that there were no construction drawings for these buildings available to assist in this evaluation.

FIRSTCARBON finds that "Given the strong seismic ground shaking at the site and the age and conditions of the existing buildings proposed for reuse, structural damage could occur to project buildings during a large earthquake that could expose the residents and workers to serious injury or death. **It is our opinion that there is an urgent need for performing a numerical and analytical seismic study of these buildings to evaluate their seismic resistibility, and to engineer the recommended solutions such as adding and/or strengthening shear walls, diaphragms, wall and frame bracing, wall-to-foundation anchorage, and wall-to-roof connections, etc.** MND Page 29.

(7) **Greenhouse Gas Emissions**, references the City of Alameda, Climate Protection Task Force and Planning and Building Department, Local Action Plan for Climate Protection adopted Feb. 5, 2008.

The Transportation and Land Use Initiative 1 requires all new major developments' short and long term transportation emissions impacts to be reduced by 10 percent. The Local Action Plan does not define a "major development" therefore HERRING assumes in the MND, **absent any evidence supporting the assumption**, that the proposed reuse of existing buildings and construction of a new building "would not be classified as a major development project, and erroneously concluded the project would not conflict with the Local Action Plan nor would it conflict with the General Plan conservation or air quality protection policies. HERRING page 35. Compare HERRING's conclusion with the internet address posted by the City of Alameda for review of the documents <https://www.alamedaca.gov/planning/major-planning-projects>.

(8) **Hazards and Hazardous Materials** referenced CFR Title 29, § 1910.1030; AEI Consultants Phase I Environmental Site Assessment 620 Central Avenue, April 6, 2018, FIRSTCARBON EA May 21, 2018, IHI Environmental, Hazardous Materials Abatement Monitoring Federal Center McKay Avenue, July 5, 2012. Google Earth 2018; and City of Alameda Comprehensive Emergency Management Plan, July 2008.

A major flaw in all the analysis by GSA, HHS even before the EA, perpetuated and ignored through the EA and IS, as the very foundation for suitability for a homeless accommodation as set forth in 45 CFR 12a.6 Suitability Criteria, rules this property out as suitable for a homeless accommodation.-

45 CFR § 12a.6 Suitability criteria.

(a) All properties, buildings and land will be determined suitable unless a property's characteristics include one or more of the following conditions:

(5) Documented deficiencies. **A property with a documented and extensive condition(s) that represents a clear threat to personal physical safety will be determined unsuitable. Such conditions may include, but are not limited to, contamination, structural damage or extensive deterioration, friable asbestos, PCB's, or natural hazardous substances such as radon, periodic flooding, sinkholes or earth slides.**

HERRING admits that the southwestern portion of the project site was submerged under San Francisco Bay waters prior to 1939 and that unknown fill was placed on the site prior to 1946. Thereafter it was used as a testing site where pesticides, hydrocarbon solvents, alkaline solutions, polychlorinated biphenyls (PCBs) and more were used. No tests or observations recording the hazards that present a clear threat to personal physical safety were documented. When pointed out to HHS by photographic evidence, they were ignored.

The hazardous materials disclosures made by GSA for the first half of the parcel, in view of findings and the type of facility proposed - Residential serving those with complex medical issues, should have been examined by the preparers of the EA and IS. The extreme degree and transferability via ground water of the hazardous

materials that EBRPD was required to acknowledge and quitclaim, puts all on notice that this was a fundamental review that should have been completed prior to offering this parcel under the McKinney-Vento Act. The EA References listed on Page 91 thereof, contain none of the references and citations to the Environmental Documents listed in the Quitclaim which deed was recorded 11/16/2015 from GSA to the EBRPD was for a "portion" of APN:074-1305-026 a portion of the current parcel and contains the following:

"III. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS which shall be binding upon and enforceable against the GRANTEE, its successors and assigns in perpetuity:

B. . . . GRANTEE acknowledges that is has inspected, is aware of , and accepts the condition

C. NOTICE OF PRESENCE OF ASBESTOS.

D. NOTICE OF THE PRESENCE OF LEAD BASED PAINT

G. NOTICE REGARDING THE PRESENCE OF MOLD.

Exhibit "C". LISTING OF ENVIRONMENTAL DOCUMENTS.

Exhibit "D" HAZARDOUS SUBSTANCES NOTIFICATION.

Total Petroleum Hydrocarbons quantified as diesel fuel (TPHd) remains in soil up to 6,000 milligrams per kilogram (mg/kg) chromium;

Total Petroleum Hydrocarbons as hydraulic oil in soil at concentrations of up to 90 parts per million (PPM);

Residual metals pollution in soil at concentrations of up to 2.9 ppm arsenic, 28 ppm chromium and 25 ppm vanadium;

Oil and Grease in soil at 6,300 mg/kg;

Benzene in soil at 0.0062 mg/kg;

Low concentrations of other TPH products in soil;

Residual dissolved metals pollution remains in groundwater at concentrations of up to 6.8 parts per billion (ppb) lead and 30 ppb vanadium;

TPHd in groundwater at 720 micrograms per liter ug/l;

Methyl tert butyl ether (MTBE in groundwater at 7.2ug/l; and Other low concentrations of TPH and halogenated compounds in groundwater.

Although precise numbers of the amounts of these substances which were stored, treated or disposed on the Property cannot be detailed accurately, environmental studies of the Property have revealed the presence of these hazardous substances and the GRANTEE is therefore put on notice as to their existence and the current levels in the soil and groundwater."

Placing a residential facility for persons with Complex Medical issues on a parcel that was once the same parcel without the hazardous materials GSA required disclosed to EBRPD, and required quit claimed on the first portion of the original parcel constitutes a significant omission. **BATES 113 - 124.**

(9) **Hydrology and Water Quality** references FIRSTCARBON EA May 21, 2018; California Regional Water Control Board, Municipal Regional Stormwater Quality Control Boar, NPDES Permit Order NO. R2-2015-0049 Permit NO. CAs612008, November 2015; Alameda County Clean Water Program, C.3 Stormwater Technical Guidance Version 6, October 31, 2017, revised April 2018; California Emergency Management Agency , Ca GSurvey and Univ. Of Southern Cal. "Tsunamis Inundation Map for Emergency Planning, State of California, SF Bay Area9(Map) December 9, 2009.Figures WQ-1 and WQ -2 on pages 50, 51 were not included by HERRING for public review prior to the Oct. 8, 2018, hearing in front of the Planning Board.

(10) **Land Use and Land Use Planning** references include the City of Alameda General Plan, City of Alameda Municipal Code, FIRSTCARBON EA May 21, 2018.

The most notable omission which would mandate a Potentially Significant Impact that cannot be mitigated is that on April 26, 2018, the City Elections Official for the City of Alameda certified for publication and circulation and Initiative brought forth by the people to implement the wishes of the voters in 2008 and lift the Government Overlay and rezone the Property Open Space. That Initiative was submitted on November 5, 2018 to the Elections Official for placement on the next available elections ballot, currently June 2020. (There are several

recall Petitions for elected officials pending. If these Petitions qualify for Recall , they will trigger an earlier election.

(11) **Mineral Resources** references include Calif. Department of Conservation, Division of Mines and Geology Land Classification Map of the South San Francisco Bay Production-Consumption Revision Open File Report 96-03, Plate 1 of 29, 1996 and the City of Alameda General Plan.

(12) **Noise** references include City of Alameda General Plan, Safety and Noise Element, January 1, 2017, and FIRSTCARBON EA May 21, 2018.

(13) **Population and Housing** references FIRSTCARBON EA May 21, 2018.

(14) **Public Services** FIRSTCARBON EA May 21, 2018.

The Chief Rodrigues, for the Fire Department stated at the Public Official's Round-About hosted by the League of Women Voters on April 5, 2018, that the Fire Department is not currently staffed to provide medical response services to this facility. Declaration of Karen Miller **BATES 102**.

Most noticeably under Discussion under Section, a.iv Adversely Affect Parks page 60, HERRING concludes there are insignificant impacts as for public services as **"the project would serve the homeless of the City of Alameda and would not draw new residents from outside Alameda."** This facility will provide housing for 90 "seniors". According to the studies and counts, the City of Alameda has only 204 homeless, of which 17% are senior for 34 seniors. Thus approximately 2/3 of all the seniors will be coming from outside the City and County. There is no method of identifying homeless persons or their place of origination or current city short of fingerprints, which will not be required by the Project. See the Alameda Magazine, April 2015, Doug Biggs. **BATES 66 - 69**.

HERRING states that the Residents would also be expected to utilize the nearest open space, the Robert W. Crown Memorial State Beach, which is located approximately 475 feet southeast of the project site, across from McKay Avenue. HERRING as well as the EA intentionally omit the fact that the Project is adjacent to the Beach Property. It is not across the street as they were once the same parcel. According to EBRPD Robert Crown Beach is the longest strip of beach on the SF Bay, with over 1.5 million persons visiting per year. (The EA cites the number of visitors to Robert Crown as 700,000 million persons, which exceeds more than twice the entire population of the United States in 2018. **THIS REPRESENTS THE QUALITY OF THE EA, HENCE THE DERIVATIVE QUALITY OF THE MND.** The park which is directly across McKay Avenue, intentionally omitted from both EA and MND that the Crab Cove Children's Center is directly across the street - maybe 50 feet- with no intervening medians, buildings or other structure between a highly utilized recreational, educational facility.

(15) **Recreation** no references to any research, facts or evidence are listed.

HERRING ignores the Federally Qualified Health Center (FQHC) in the project, which will treat drug addicts, mentally ill and alcoholics, daily on a Drop in basis and what these people will do if they cannot be seen that day. HERRING reiterates "As discussed in Section 14, with 90 senior housing units, the project could increase the use of nearby neighborhood parks, as well as other recreational facilities in the City . However the project's target population is homeless seniors who already reside in the City ."

(16) **Transportation and Traffic** references Fehr & Peers, Transportation Consultants. September 2018. There are no specific studies or reports cited for review, nor were any available at their website. Whatever this may be interpreted to mean, it is not a citation or inclusion of any evidence that could be reviewed by the public.

There is no input or evidence from the Public Safety providers that condition of McKay Avenue and the lack of turn around space for large pieces of equipment such as Fire Trucks. The MND erroneously uses the baseline as past use of the federal government, including at times of war, for measurement of hazards due to design features and incompatible uses stating, . . . "the former use of the site generated more daily and weekday

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Surplus Real Property Available for Public Use

Federal real estate properties that are no longer needed by the federal government may be made available for public uses to state and local governments, regional agencies, or non-profit organizations.

Public uses for properties are those that are accessible to and can be shared by all members of a community, and include community centers, schools and colleges, parks, municipal buildings and many more.

GSA's Office of Property Disposal notifies state and local agencies of the availability of any surplus federal real property that they may be eligible to acquire under certain laws. These laws allow property to be transferred to public agencies and institutions at discounts up to 100 percent of fair market value for:

- Public health or educational uses
- Public Parks and Public Recreational Areas
- Historic monuments
- Homeless assistance
- Correctional institutions
- Port facilities
- Highways
- Wildlife Conservation
- Self-help housing
- Law Enforcement and Emergency Management Response (PDC)
- Negotiated Sales to Public Agencies

Surplus property also may be leased to local public agencies to assist the homeless, and sales to public agencies may be negotiated at fair market value without restrictions on use.

Notification Procedure

Based on the property's location, the appropriate regional office writes to the Governor of the State or territory, clerk of the county, Mayor of the city or town, and any regional and metropolitan comprehensive planning agencies that may be concerned with the property's ultimate use.

Announcements are also placed in Post Offices and other prominent places like the State Capitol building, county building, courthouse, town hall, or city hall.

A public agency or institution has 30 days from the date on the notice to advise the Office of Property Disposal's regional office of interest in the property. The response should cite the applicable legislation and indicate how much time is needed to prepare and submit a formal application.

The Office of Property Disposal reviews the formal application with other federal agencies with an interest in the property's disposition. If the application is approved, the conveyance is completed.

For a list of available surplus real properties as well as more information, visit the Office of Real Property Utilization & Disposal Resource Center >.



GSA Pacific Rim Region

January 15, 2015

MEMORANDUM FOR FEDERAL AGENCIES

FROM:

Clark Van Epps
CLARK VAN EPPS
DIRECTOR

OFFICE OF REAL PROPERTY UTILIZATION AND DISPOSAL

SUBJECT:

**Notice of Availability
Portion, Alameda Federal Center
620 Central Avenue, Alameda, California
GSA Control No. 9-G-CA-1604-AB**

The purpose of this Notice of Availability (NOA) is to determine whether there is any further Federal government need for the subject real property described in the subsequent pages for possible utilization in accordance with procedures established by the Federal Management Regulations 41 CFR 102-75.

The property may be available for either short-term use (up to 4 years) or long-term via Federal transfer. GSA will consider any Federal use and, at this time, no restrictions are in place. Potential short-term uses may include:

- Parking or storage of vehicles, boats, etc.
- Storage area
- Construction lay down area
- Swing space
- Office space
- Laboratory space
- Detention space
- Facility for unaccompanied minors

You are requested to advise this office not later than forty-five (45) calendar days from the date of this letter, if your agency is interested in utilizing this property. Please direct inquiries to:

General Services Administration
Attn: Charlene Larson
Real Property Utilization and Disposal Division (9PZ)
50 United Nations Plaza, 4th Floor, Room 4341
San Francisco, CA 94102-4912
(415) 522-3438
Charlene.Larson@gsa.gov

If your agency does not have an interest in utilizing the property, there is no need to respond to this notice.

Attachments

DESCRIPTION

- 1. Property Identification:** Portion, Alameda Federal Center
3.899- acre "Southern Parcel"
620 Central Avenue, Alameda, California
- 2. Location:** The Alameda Federal Center (AFC) is located along McKay Avenue just steps from the eastern shore of the San Francisco Bay in the City of Alameda, approximately 30 minutes from San Francisco and just 10 minutes from downtown Oakland. Within a short walk is Crown Memorial State Park, adjacent to a regional bay trail that runs along the shores of San Francisco Bay.
- 3. GSA Control No.:** 9-G-CA-1604-AB
- 4. Holding Agency:** U.S. General Services Administration
Public Buildings Service
- 5. Land & Improvements:** Portion of Assessor's Parcel Number 074-1305-026. The available parcel under this NOA is the southern parcel which contains approximately 3.899 acres and is a rectangular L-shaped parcel (see "Available Parcel" in the attached map) and is improved with two 1940-era buildings containing approximately 25,232 +/- gross square feet. Access is from McKay Avenue.

The U.S. Department of Agriculture (USDA) currently occupies the 3.65-acre northern portion of the AFC. Property information for this parcel is available upon request.
- 6. Utilities:** Electricity, water for domestic and fire protection, sanitary sewer, and communications infrastructure are available.
- 7. Environmental Data:** The two existing structures on the southern parcel contain asbestos, lead-based paint, and mold. Building 3 is in an unsafe condition; Building 7 is accessible. A portion of the parcel was formerly used as a motor pool facility for vehicle maintenance, repair, and parking. The Alameda County Environmental Health Department has determined that no further investigation is required for the southern parcel. The AFC resides in a designated coastal zone.
- 8. Holding Agency Use:** The AFC was originally developed as a U.S. Maritime Service Officers School in 1942 and subsequently utilized by GSA as office and laboratory space, storage, and conference facilities by various federal agencies.
- 8. Reimbursement:** Negotiable occupancy agreement for a minimum 4-year period or by Federal transfer at fair market value.



ASSESSOR'S MAP 74

Map No. 2 of Salt Marsh and Tide Lands (Case 10c6-25) Code Area Nos. 21-000

Sale Map No. 10 of Salt Marsh and Tide Lands (Bk. 17-Pg. 30)

Plat of the Encinal San Antonio (Bk. A deeded-Pg. 152)

Map of the Lands of the Teutonia Park and Homestead Association (Bk. 5-Pg. 5)

Map of Damon's West End Tract (Bk. 2-Pg. 18)

1305

Scale: 1" = 200'

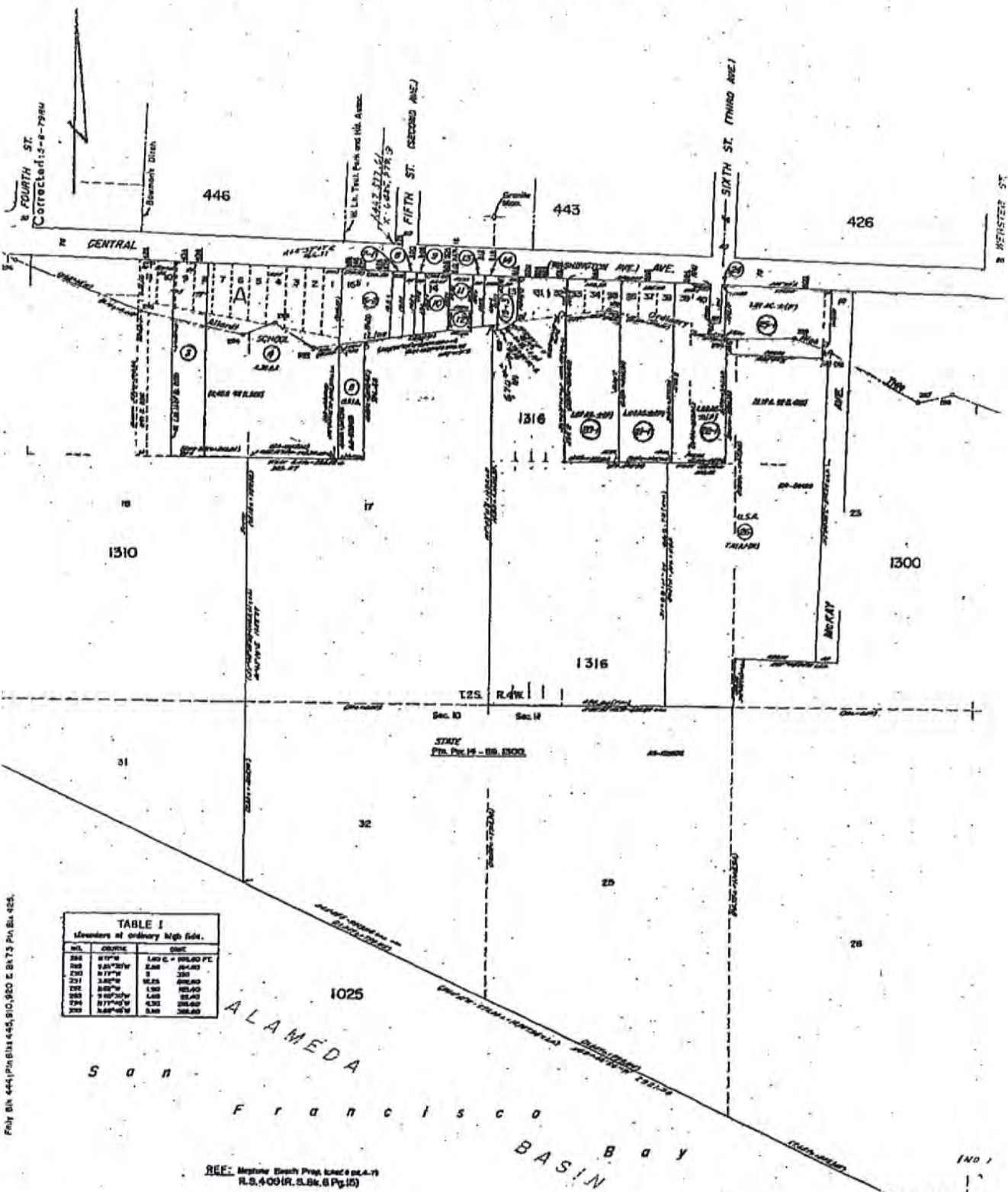


TABLE I
Measurements of ordinary high tide.

| STATION | CHORD | BEARING | BEARING | BEARING |
|---------|--------|--------------|--------------|--------------|
| 101 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |
| 102 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |
| 103 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |
| 104 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |
| 105 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |
| 106 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |
| 107 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |
| 108 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |
| 109 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |
| 110 | 877.00 | 100° 00' 00" | 100° 00' 00" | 100° 00' 00" |

REF: Measure Depth Proj. 10c6-25 (Bk. 17-Pg. 30)
R.S. 400 (R. S. Bk. 6 Pg. 15)

0005

Measure WW. Extend Existing East Bay Regional Park District Bond With No Increase In Tax Rate – East Bay Regional Park District(2/3 Approval Required)

👍 Pass: 671,485 / **71.9%** Yesvotes 262,212 / **28.1%** Novotes

294018 (71.66%) Yes / 116289 (28.34%) No in Contra Costa County

377467 (72.12%) Yes / 145923 (27.88%) No in Alameda County

To continue restoring urban creeks, protect wildlife, purchase/save open space, wetlands/shoreline, acquire/develop/improve local and regional parks, trails and recreational facilities, shall East Bay Regional Park District be authorized to issue up to \$500 million in general obligation bonds, provided repayment projections, verified by independent auditors, demonstrate that property tax rates will not increase beyond present rates of \$10 per year, per \$100,000 of assessed valuation?

2008 Measure WW
Regional Parks Bond Extension Project List

| # | Location | Project | Description | Total \$ |
|----|------------------|---|---|--------------|
| 16 | Coyote Hills | Complete park boundaries, restore marsh, build public use facilities | \$8.1 million to acquire remaining lands adjacent to Coyote Hills to complete park boundaries and preserve sensitive riparian wildlife habitat. Restore and expand existing marsh complex to include seasonal wetlands, coastal prairie grassland and reduce cattails. Enhance habitat for Salt Marsh Harvest Mouse and California Black Rail. Replace the aging visitor center with a state of the art facility to interpret the significant cultural and natural resources of the area. Add family camping opportunities at the reclaimed Dumbarton Quarry site and provide trail links to the Don Edwards Wildlife Refuge and Bay Trail. | \$ 8,100,000 |
| 17 | Crockett Hills | Expand park and improve public access | \$4 million to acquire scenic open space to expand this park near the West County communities of Crockett, Hercules and Rodeo. Build new public access, trails for all users and camp sites easily accessible from Highway 4 and the Cummings Skyway. | \$ 4,050,000 |
| 18 | Crown Beach | Improve visitor center, restore beach, complete park boundary | \$6.5 million to replace and expand the Crab Cove interpretive center, currently located in an outdated military building. Expand and restore Alameda Beach to increase space for beach recreation and protect the shoreline. Acquire appropriate surplus federal property if it becomes available. | \$ 6,480,000 |
| 19 | Deer Valley | Park acquisition and development | \$3.6 million to establish a new park near the communities of Brentwood and Oakley. When matched with funding from the East Contra Costa County Habitat Conservation Plan, the park will preserve a regional wildlife corridor for San Joaquin Kit Fox, Tiger Salamander, and other threatened species between Los Vaqueros and Black Diamond and will preserve the rural ranching history of the area. | \$ 3,600,000 |
| 20 | Delta Access | Park expansion and development at Orwood Tract | \$5 million to open a new regional park on the Delta providing swimming, boating, fishing, picnicking and camping close to East Contra Costa communities. Work with federal and state agencies to provide both Delta recreation and wildlife habitat for threatened California Black Rails, Giant Garter Snakes and migratory waterfowl. | \$ 4,950,000 |
| 21 | Delta Recreation | Develop new park at Jersey Island | \$1 million for new public access, trails, family camping and picnicking in the Delta on Jersey Island and the San Joaquin River. | \$ 1,000,000 |
| 22 | Delta Trail | Establish the Great Delta Trail connecting Bay Point to Big Break to the Contra Costa County line | \$4.1 million to provide a new trail for all users connecting the communities of Bay Point, Brentwood, Pittsburg, Antioch, and Oakley to the shoreline. Work with State and local agencies to develop the Great Delta Trail improving urban access to fishing and boating in the Delta. | \$ 4,050,000 |

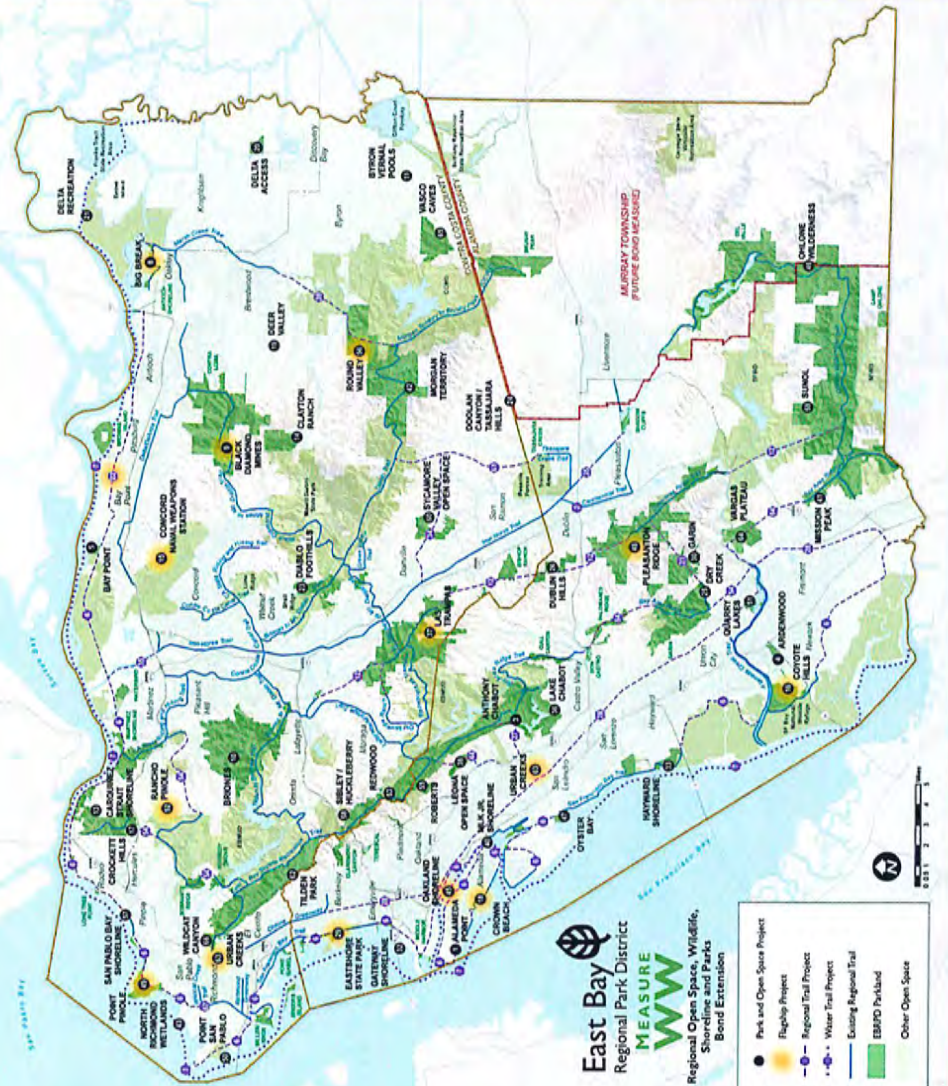
Regional Park District Measure WW Project Descriptions

★ **Alameda Point** – 16.5 million to protect wildlife

- [illegible]

- [illegible]

- [illegible]



ASSESSOR'S MAP 74

Map No.2 of Salt Marsh and Tide Lands (Case 1 Dr.6-26) Code Area Nos. 21-000 21-004

Sale Map No.10 of Salt Marsh and Tide Lands (Bk.17-Pg.30)

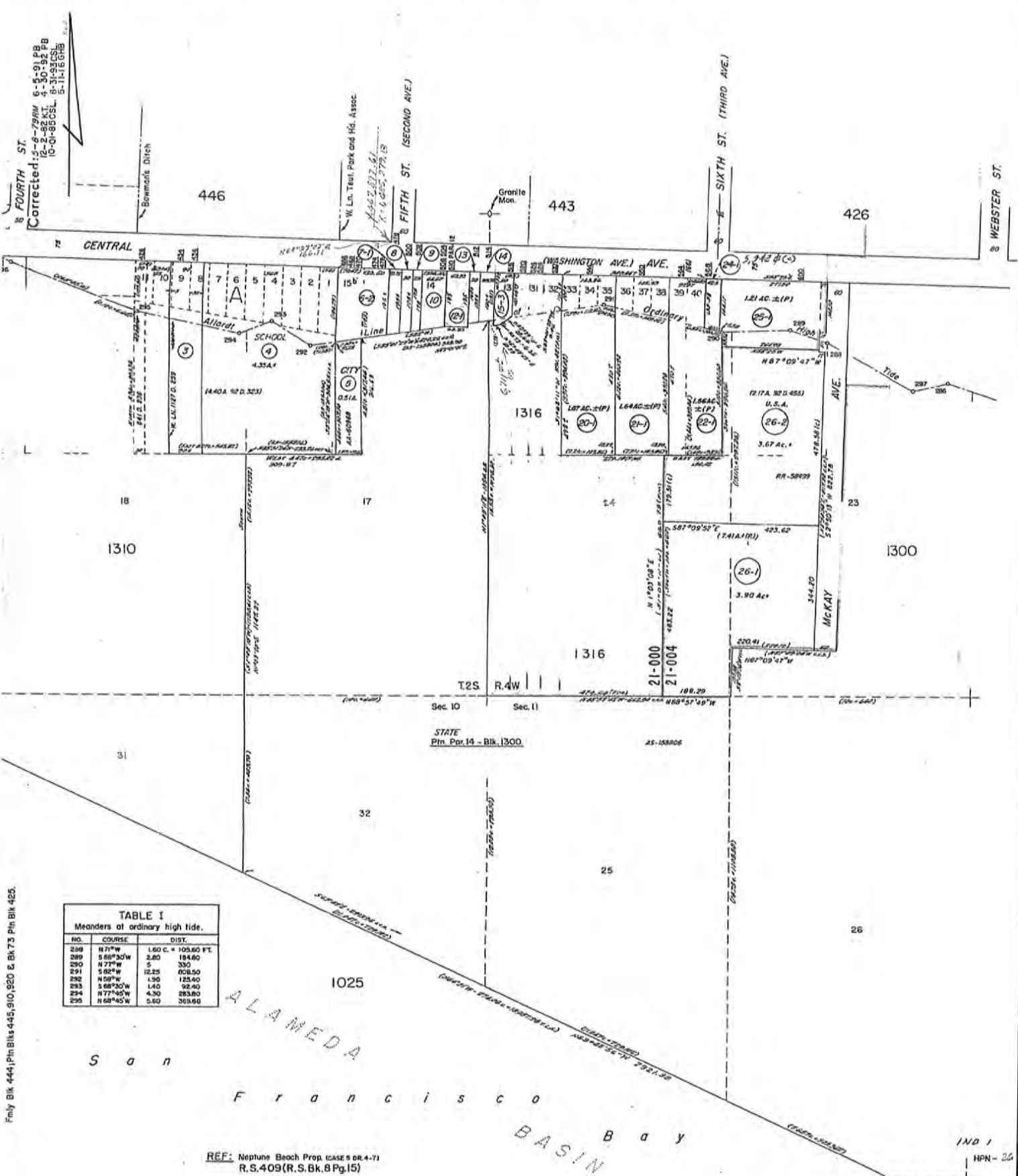
Plat of the Encinal San Antonio (Bk. A deeds-Pg.152)

Map of the Lands of the Teutonia Park and Homestead Association (Bk.5-Pg.5)

Map of Damon's West End Tract (Bk.2-Pg.18)

1305

Scale: 1" = 200'



| TABLE I Meanders of ordinary high tide. | | |
|--|-------------|----------------------|
| NO. | COURSE | DIST. |
| 288 | N 71° W | 1.60 C. = 105.60 FT. |
| 289 | S 88° 30' W | 2.80 184.80 |
| 290 | N 77° W | 5 330 |
| 291 | S 68° W | 12.25 798.50 |
| 292 | N 69° W | 1.90 123.60 |
| 293 | S 68° 30' W | 1.40 92.40 |
| 294 | N 77° 45' W | 4.30 283.80 |
| 295 | N 68° 45' W | 5.00 363.60 |

Only Bk. 444, Pln. Bk. 445, 910, 920 & Bk. 73 Pln. Bk. 425.

REF: Neptune Beach Prop. CASE 5 DR. 4-71
R.S. 409 (R.S. Bk. 8 Pg. 15)

000009

NOTICE OF INTENTION TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Alameda for the purpose of amending the zoning of the surplus federal property adjacent to Crab Cove, from Residential (R-4-PD-MF) (Neighborhood Residential, Planned Development Overlay, Multi-Family Overlay) to Open Space (O) and for the purpose of amending the City of Alameda's General Plan Map, General Plan Housing Element 2007 - 2014, Zoning Plan, and Zoning Map.

The approximately 3.899 acre L-shaped parcel is improved with two 1940-era buildings containing approximately 25,232 gross square feet and an area previously used for vehicle parking. The parcel is a portion of Alameda County Assessor's parcel number 074-1305-026. It is located on the Northwest side of McKay Avenue across from Crab Cove at Robert W. Crown Memorial State Beach.

In September of 2008, the Alameda City Council endorsed Measure WW, which authorized funds for the acquisition of the surplus federal property adjacent to Crab Cove for the purpose of expanding Crown Beach. More than 70% of Alameda voters approved Measure WW in the November 2008 general election. To implement the will of the voters, the surplus federal property adjacent to Crab Cove needs to be zoned Open Space (O). Instead of doing this, however, in July of 2012 the Alameda City Council rezoned the property for residential development (R-4-PD-MF).

This initiative petition provides Alameda with a unique opportunity to expand the recreational and natural resources of Crown Beach next to Crab Cove. This measure reaffirms the expressed will of the voters who voted for the expansion of Crown Beach.

This initiative is to be submitted directly to the voters.

/s/

Douglas L. Siden - Proponent
3408 Brithorn Lane
Alameda, CA 94502

/s/

Wai-Kuan Woo - Proponent
1031 Rosewood Way
Alameda, CA 94501

/s/

Karin Lucas - Proponent
2254 Encinal Avenue
Alameda, CA 94501

INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The City Attorney has prepared the following title and summary of the chief purpose and points of the proposed measure:

Initiative Measure to Amend City of Alameda General Plan including the 2007-2014 Housing Element and the Zoning Ordinance to Classify Approximately 3.899 acres of Land adjacent to McKay Avenue as Open Space

This initiative measure if approved by a majority of those voting would amend the Alameda City General Plan and General Plan Map such that the land use designation of a 3.899 portion of Alameda County Assessor's Parcel number 74-1305-026 would be changed from Medium Density Residential to Parks and Public Open Space. The measure would also amend the City's adopted 2007 - 2014 Housing Element, which is part of the Alameda City General Plan, to remove the identified portion of the parcel from the list of "Sites to Rezone" and "Land Availability." The measure would amend the Zoning Map and Alameda City Zoning Ordinance such that the zoning classification of the identified portion of the parcel would be changed from R-4 Neighborhood Residential District, Planned Development/with Multi-Family Overlay to Open Space. The measure would also make other technical revisions and deletions to the City General Plan including the Housing Element and the Zoning Ordinance which are related to the foregoing modifications. If approved by the voters, the measure could not be amended or repealed by the City Council; it could be amended or repealed only by a majority of the voters voting in an election thereon.

INITIATIVE FOR EXPANSION OF OPEN SPACE AT CRAB COVE

The People of the City of Alameda do hereby ordain as follows:

SECTION 1. TITLE

This Initiative shall be known and referred to as the "Initiative for Expansion of Open Space at Crab Cove."

SECTION 2. FINDINGS

- A. In November of 2008, more than 70% of Alameda voters voted in favor of Measure WW, thus approving the East Bay Regional Park District's acquisition of the surplus federal property at Crab Cove and authorizing funding for the parcel's acquisition and improvement.
- B. By rezoning the surplus federal property at Crab Cove for residential development in July of 2012, the Alameda City Council has frustrated the will of the people of the City of Alameda.
- C. This Initiative is necessary to enforce the will of the voters of the City of Alameda as expressed in November of 2008.
- D. The surplus federal property at Crab Cove, which is a 3.899 acre portion of Alameda County Assessor's Parcel No. 74-1305-026, to be designated as open space under this Initiative, is adjacent to the Robert W. Crown Memorial State Beach and is uniquely suitable for expansion of park facilities.
- E. The expansion of Crown Beach for open space use is the highest and best use of the surplus federal property at Crab Cove.
- F. The designation of the surplus federal property at Crab Cove as open space provides for uses permitted by the City of Alameda's Municipal Code.

SECTION 3. PURPOSE

The purpose of the Initiative for Expansion of Open Space at Crab Cove is:

- A. To implement the will of the voters as expressed by their approval of Measure WW in the November 2008 general election.

- B. To preserve land particularly suited for open space so that it can be used for park and recreation purposes.
- C. To protect the unique plant and animal life at Crab Cove adjacent to the Robert W. Crown Memorial State Beach.
- D. To implement the provisions of Sections 2, 5 and 6 of the City of Alameda General Plan and the 2007 - 2014 City Housing Element, as those sections pertain to the planning for, and designation of, open space in the City.
- E. To amend the City of Alameda General Plan, General Plan Map and 2007 - 2014 City Housing Element so that the land use designation for the 3.899 acre parcel of surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026 is changed from Neighborhood Residential, Planned Development Overlay, Multi-Family Overlay to Open Space.
- F. To amend the 2007 - 2014 City Housing Element at Chapter 5 C, entitled Land Inventory, to remove site 1 from the list of "Sites to Rezone" (on page 3), to remove Site # 1 from Table 5-2, "Sites to Rezone" (on page 4), and to remove Site # 1 from Table 5-5 "Land Availability" (on page 5).
- G. To amend the City of Alameda Zoning Ordinance and Zoning Map so that the land use designation for the 3.899 acre parcel of surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026 is changed from Neighborhood Residential, Planned Development Overlay, Multi-Family Overlay to Open Space.

SECTION 4. AMENDMENT OF THE GENERAL PLAN, GENERAL PLAN MAP, 2007 - 2014 HOUSING ELEMENT, ZONING PLAN, AND ZONING MAP OF THE CITY OF ALAMEDA

- A. The City of Alameda's General Plan Map is hereby amended as follows:
 - 1) The 3.899 acre parcel of surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026 is hereby rezoned from Neighborhood Residential, Planned Development Overlay, Multi-Family Overlay to Open Space, as shown in Exhibit 1, which is incorporated herein by this reference.

B. The City of Alameda's 2007 – 2014 General Plan Housing Element is hereby amended as follows:

- 1) The references to site 1 on page 9, lines 2 and 4 of sub-subsection c (entitled "Rezoning to Allow for the Development of Housing) of subsection 4 (entitled "Government Process and Role") of Section B (entitled "Implementation Programs, Program Objectives, and Quantified Objectives") of Chapter 2 (entitled "Housing Goals, Policies, Objectives, and Implementation Plan") of the City of Alameda's 2007 – 2014 General Plan Housing Element, are hereby deleted (as shown in Exhibit 2, which is incorporated herein by this reference).
- 2) The reference to site 1 on page 17, line 1 of Action Plan c (entitled "Rezoning to Allow for the Development of Housing") under "Target Objective" of Section 2 (entitled "Rental and Home Ownership Assistance) of Table 2-1 (entitled "Housing Implementation Framework 2007 – 2014") of Chapter 2 (entitled "Housing Goals, Policies, Objectives, and Implementation Plan") of the City of Alameda's 2007 – 2014 General Plan Housing Element, is hereby deleted (as shown in Exhibit 2, which is incorporated herein by this reference).
- 3) The references to site 1 on page 3, lines 1, 3, and 15 in the subsection entitled "Sites to Rezone" of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing"), are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference).
- 4) The reference to Site #1, and the entire row extending horizontally from Site # 1, in Table 5-2 (entitled "Sites to Rezone") of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing"), are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference).
- 5) The reference to Site # 1, and the entire row extending horizontally from the reference to Site #1, on page 8 in Table 5-5 (entitled "Land Availability") of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing"), are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference).
- 6) The diagonal lines (indicating "Multifamily Overlay") and gold shading (indicating "Available Parcels") superimposed on Parcel No. 1 in Figure 5 (entitled "Map") of page 10 of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing"), are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference).
- 7) The reference to "Site 1 – McKay and Central" and the paragraph on page 11 (in the subsection entitled "Underutilized Site Descriptions") of Section C (entitled "Land Inventory") of Chapter 5 (entitled "Resources for Housing") that reads "This site is 3.5 acres and the City is planning to rezone this site from AP G to R-4-PD to allow for additional housing. The federal government recently sold the property to Tim Lewis Communities, a residential homebuilder. The new owner is actively working on a plan to redevelop the site for housing. The site is a waterfront site, located adjacent to a regional park and nearby multifamily housing. It is currently occupied by two small, vacant buildings that are planned for demolition to make room for housing," are hereby deleted (as shown in Exhibit 3, which is incorporated herein by this reference). (The proponents note that the federal government has not sold the site to Tim Lewis Communities and that it therefore Tim Lewis Communities is not the new owner.)

C. The City of Alameda's Zoning Plan is hereby amended as follows:

- 1) Section 30-4.19 O, Open Space District, is hereby amended to include a new subsection "e." which provides that "The 3.899 acre surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026 is hereby zoned Open Space." (as shown in Exhibit 4, underlined, which is incorporated herein by this reference).

D. The City of Alameda's Zoning Map is hereby amended as follows:

- 1) The diagonal lines (indicating "Multifamily Overlay") and orange shading (indicating "R-4 Neighborhood Residential") superimposed on the 3.899 acre surplus federal property which is a portion of Alameda County Assessor's Parcel No. 74-1305-026, are hereby deleted and replaced with light green shading (indicating Open Space (as shown in Exhibit 5, which is incorporated herein by this reference).

SECTION 5. EXISTING ZONING OF THE SURPLUS FEDERAL PROPERTY

For ease of reference, set forth in Exhibit 6, which is incorporated herein by this reference, are the current zoning designations of the surplus federal property that is the subject of this Initiative (consisting of Section 30-4.4 R-4, entitled "Neighborhood Residential District", 30-4.13 PD, entitled "Planned Development Combining District," and 30-4.23, entitled "Multi-family Residential Combining Zone."

SECTION 6. EFFECTIVE DATE

This Initiative shall become effective upon passage.

SECTION 7. INITIATIVE LANGUAGE SUPERSEDES THE LANGUAGE OF ANY EXISTING CONFLICTING CITY OF ALAMEDA LAW

This Initiative language supersedes the language of any existing City of Alameda law to the extent such existing language is in conflict with the language of this Initiative.

SECTION 8. LIBERAL CONSTRUCTION

This Initiative shall be liberally construed to effectuate its purposes.

SECTION 9. SEVERABILITY

It is the intent of the People that the provisions of this Initiative are severable and that if any section or provision of this Initiative of the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provision or application of this Initiative which can be given effect without the invalid provision or application.

SECTION 10. CONFLICTING BALLOT MEASURES

In the event that this measure and another measure or measures relating to the surplus federal property adjacent to Crab Cove or Robert W. Crown Memorial Beach appear on the same city-wide ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes than the other measure or measures, the provisions of this measure shall prevail over conflicting provisions in any other measure, and the conflicting provisions of the other measure or measures shall be null and void.

SECTION 11. AMENDMENT OR REPEAL

This Initiative measure may be amended or repealed only by a majority of the voters voting in an election thereon.

EXHIBIT 1

**City of Alameda General Plan Map
(showing subject parcel as currently zoned)**

City of Alameda General Plan



General Plan

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- NEIGHBORHOOD BUSINESS
- COMMUNITY COMMERCIAL
- BUSINESS PARK

- OFFICE
- GENERAL INDUSTRY
- FEDERAL FACILITIES
- MIXED USE
- PUBLIC/INSTITUTIONAL/SCHOOL

- COMMERCIAL RECREATION
- OPEN SPACE/AMBIG
- PARKS & PUBLIC OPEN SPACE

0 2,500 5,000 Feet

MINUTES OF THE REGULAR CITY COUNCIL MEETING
TUESDAY- -JULY 1, 2014- -7:00 P.M.

Mayor Gilmore convened the meeting at 7:10 p.m. Vice Mayor Ezzy Ashcraft led the Pledge of Allegiance.

ROLL CALL - Present: Councilmembers Chen, Daysog, Ezzy Ashcraft, Tam and Mayor Gilmore – 5.

Absent: None.

AGENDA CHANGES

None.

PROCLAMATIONS, SPECIAL ORDERS OF THE DAY & ANNOUNCEMENTS

(14-278) Proclamation Declaring June 29 through July 5, 2014 as Anthony "Lil" Arnerich Week. [610-40]

Mayor Gilmore read and presented the proclamation to Lil and Norma Arnerich.

(14-279) Presentation of Certificates of Service to Judith Lynch, Historical Advisory Board; Joseph Restagno and Bill Sonnenman, Recreation and Park Commission; and Jennifer Watkinson, Social Service Human Relations Board.

The City Clerk stated no one could attend the meeting to be recognized.

(14-280) Presentation of Award by the Alameda Architectural Preservation Society (AAPS) to Community Development Department.

Chris Buckley and Richard Reutter, AAPS, gave a Power Point presentation and presented a certificate to the Community Development Director.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

Councilmember Tam moved approval of the Consent Calendar.

Vice Mayor Ezzy Ashcraft seconded the motion, which carried by unanimous voice vote – 5. [Items so enacted or adopted are indicated by an asterisk preceding the paragraph number.]

Councilmember Daysog clarified this motion is to approve introduction of the ordinance with an addendum to address creative funding opportunities in concert with the community.

Vice Mayor Ezzy Ashcraft seconded the motion.

On the call for the question, the motion carried by the following voice vote: Ayes: Councilmembers Daysog, Ezzy Ashcraft, Tam and Mayor Gilmore – 4. Noes: Councilmember Chen – 1.

(14-294) Recommendation to Receive the Report on the Initiative Measure to Amend City of Alameda General Plan including the 2007-2014 Housing Element and the Zoning Ordinance to Classify Approximately 3.8999 Acres of Land Adjacent to McKay Avenue as Open Space and Consider Options: Option 1 - Adopt the Ordinance; or Option 2 - Adopt a Resolution Submitting the Ordinance to the Voters, Decide Interest in Drafting Arguments and Direct City Attorney to Prepare Impartial Analysis.

The Report on the Initiative Measure and the Fiscal Responsibility Measure [paragraph no. 14-294] were addressed together.

The City Attorney gave a brief presentation on the initiative measure and the fiscal responsibility measure; provided copies and outlined corrections to the ordinances and resolution.

Mayor Gilmore inquired what clarification needs to be made if Council places the measure on the ballot.

The City Attorney responded if Council chooses to adopt the open space initiative, staff recommends language changes to the ordinance: "without alteration" should be added after "The City Council hereby adopts..." and "The City Council shall be authorized to take such measures including, but not limited to, suspension or stay of the effectiveness of the initiative ordinance as are necessary to mitigate any other possible detrimental impacts."; the changes ensure consistency in the language and conform to the requirements of the law.

Urged more serious analysis of the initiative; stated placing the initiative on the ballot with no analysis of the risk is irresponsible; that does not support a companion measure: Jane Sullwold, Friends of Crown Beach.

Stated the issue spun out of control; legal costs continue to accumulate; urged adoption of the measure without a companion measure: former Councilmember Doug deHaan, Alameda.

Urged adoption of the initiative or placing the initiative on the ballot without companion measure: Irene Dieter, Alameda.

Stated Council would be responsible for any litigation costs that occur from the initiative: former Councilmember Karin Lucas, Friends of Crown Beach.

Stated Neptune Point does not need to be housing to meet the Housing Element target: Jim Smallman, Alameda.

Stated that he opposes the companion measure; which would bring a lot of opposition from the environmental community: William Smith, Alameda.

Stated that he supports the initiative; the compelling need for a companion measure should be clearly explained to the voters: Harry Reppert, Alameda.

Mayor Gilmore stated Council has received briefings from the City Attorney in closed session on the matter; Council understands the initiative, the companion measure and the ramifications of each; addressed the last speaker, stated the necessity for a companion measure is the City may be forced to pay to defend a lawsuit or a judgment in a lawsuit; Alameda is already struggling to find money for existing parks, paying for another park is not in budget; the fiscal responsibility measure ensures the City's General Fund is protected.

Councilmember Daysog stated the issue is important; if Council adopts the initiative with a companion measure, and the City is sued, the Council would not just raise taxes, but would decide to reprogram General Fund dollars because it is the will of the people; that he supports adopting the initiative tonight.

Councilmember Chen concurred with Councilmember Daysog; stated that he is in favor of adopting the initiative, without any alternation or modification; that he has reservations about a companion measure.

Councilmember Tam concurred with Councilmembers Daysog and Chen regarding the initiative; stated Council should adopt the initiative; after eight years on the Council, she has learned the best way to be silenced is to be sued as it becomes difficult for the Council to explain preferences and views; concurred with speakers that a companion measure does not grant any more authority to the Council that it does not already have; however, the ordinance lets the public know Council's intent and accountability in carrying out its fiduciary responsibilities.

Vice Mayor Ezzy Ashcraft concurred with Councilmember Tam; stated adopting the open space initiative with a companion measure is prudent; inquired whether Council should consider any more specific language to protect the City's interests.

The City Attorney responded in the affirmative; stated the companion measure does allow an avenue for potential actions for Council, including, but not limited to, stay or suspension of the initiative.

Councilmember Daysog inquired whether the additional language to stay or suspend the initiative is an option the Council can exercise if a lawsuit is filed and the City has to deal with fiscal impacts through options such as property taxes, sales taxes, and reprogramming General Fund money; to which the City Attorney responded in the affirmative.

Mayor Gilmore concurred with her colleagues; stated the benefit of adopting the initiative is acknowledging the will of the people; if Council is not sued after 120 days, the property is rezoned to open space; if there is a lawsuit, the Council has authority to manage the fiscal impact of a lawsuit; a primary goal of the Council is to do what is best for the City and protect the General Fund.

Vice Mayor Ezzy Ashcraft moved approval of receiving the report and introduction of the ordinance.

Councilmember Tam inquired whether the motion included the amendment to the ordinance, to which Vice Mayor Ezzy Ashcraft responded in the affirmative.

Councilmember Chen seconded the motion, which carried by unanimous voice vote – 5.

(14-295) SUMMARY: Approve Actions Related to Proposed Alameda Open Space Fiscal Responsibility Measure.

Recommendation to Consider Options Pertaining to the Alameda Open Space Fiscal Responsibility Ordinance Pertaining to the Initiative Measure to Amend City of Alameda General Plan Including the 2007-2014 Housing Element and the Zoning Ordinance to Classify Approximately 3.8999 Acres of Land Adjacent to McKay Avenue to Open Space: Option 1 - Adopt the Ordinance; Option 2 - Adopt a Resolution Submitting the Measure to the Voters, Decide Interest in Drafting Arguments and Direct City Attorney to Prepare Impartial Analysis; or Option 3 - Take No Action.

For the discussion, refer to the Report in the Initiative Measure [paragraph no. 14-294].

Councilmember Daysog moved approval of option 1: introduction of the ordinance with amendments to include language regarding reprogramming the General Fund: "the City Council cuts services or modifies the City Budget in an amount sufficient to pay the judgment and all accrued interest thereon; pay all legal fees associated with defending the claim and lawsuit, make any required improvements to the property and pay for necessary maintenance of the property."

Vice Mayor Ezzy Ashcraft seconded the motion, suggested including the amendment regarding Council's ability to "suspend or stay" the initiative in the event of inverse condemnation.

Under discussion, Councilmember Daysog inquired whether the changes the City Attorney suggested are conforming changes, to which the City Attorney responded in

the affirmative; stated change were made for consistency and clarity.

Councilmember Tam noted the changes will be included for the second reading.

In response to Mayor Gilmore's inquiry, the City Attorney stated the second reading of the Ordinance would be July 15th and the initiative would become effective in 30 days, which is August 14, 2014.

Councilmember Chen stated that he would not support the motion; stated the additional language has not been vetted by the community; he prefers to delay the initiative, but understands delaying is not an option.

On the call for the question, the motion carried by the following voice vote: Ayes: Councilmembers Daysog, Ezzy Ashcraft, Tam and Mayor Gilmore – 4. Noes: Councilmember Chen – 1.

(14-296) Public Hearing to Consider Resolution No. 14951, "Establishing Integrated Waste Collection Ceiling Rates and Service Fees for Alameda County Industries, Inc. (ACI) for Rate Period 13 (July 2014 to June 2015)." Adopted.

The Administrative Services Manager and Marva Sheehan, Hilton Farnkopf & Hobson (HF&H), gave a Power Point presentation.

Stated PSBA is in support of the rate increase; thanked ACI for working with PSBA: Robb Ratto, PSBA.

Councilmember Tam moved adoption of the resolution.

Councilmember Daysog seconded the motion, which carried by unanimous voice vote – 5.

CITY MANAGER COMMUNICATIONS

None.

COUNCIL REFERRALS

None.

ORAL COMMUNICATIONS, NON-AGENDA

None.

COUNCIL COMMUNICATIONS

(14-297) Councilmember Daysog stated that he attended the League of California Cities



000020





Chrysotile Asbestos



World Health
Organization

000023

asbestos-related lung cancer, mesothelioma and asbestosis resulting from occupational exposures (1, 2, 8). In addition, nearly 400 deaths have been attributed to non-occupational exposure to asbestos. The burden of asbestos-related diseases is still rising, even in countries that banned the use of asbestos in the early 1990s. Because of the long latency periods attached to the diseases in question, stopping the use of asbestos now will result in a decrease in the number of asbestos-related deaths only after a number of decades.

All types of asbestos cause cancer in humans

Asbestos (actinolite, amosite, anthophyllite, chrysotile, crocidolite and tremolite) has been classified by the International Agency for Research on Cancer as being carcinogenic to humans (7). Exposure to chrysotile, amosite and anthophyllite and to mixtures containing crocidolite results in an increased risk of lung cancer (7). Mesotheliomas have been observed after occupational exposure to crocidolite, amosite, tremolite and chrysotile, as well as among the general population living in the neighbourhood of asbestos factories and mines and in people living with asbestos workers (7).

The incidence of asbestos-related diseases is related to fibre type, size and dose and to industrial processing of the asbestos (6). No threshold has been identified for the carcinogenic risk of asbestos, including chrysotile (5, 7). Cigarette smoking increases the risk of lung cancer from asbestos exposure (5, 9).

Chrysotile is still widely used

Asbestos has been used in thousands of products for a vast number of applications, such as roofing shingles, water supply lines, fire blankets and insulation materials, as well as clutches and brake linings, gaskets and pads for automobiles. As a result of increasing health concerns, the use of asbestos has declined in many countries. The use of crocidolite and products containing this fibre and spraying of all forms of asbestos are prohibited under the ILO Convention concerning Safety in the Use of Asbestos (No. 162) from 1986. However, chrysotile is still widely used, with approximately 90% being employed in asbestos cement building materials, the largest users of which are developing countries. Other remaining uses of chrysotile are in friction materials (7%), textiles and other applications (10).

To date (end of 2013), more than 50 countries, including all member states of the European Union, have banned the use of all forms of asbestos, including chrysotile. Other countries have introduced less stringent restrictions. However, some countries have maintained or even increased their production or use of chrysotile in recent years (11). Increased usage has been most prominent in the Asia-Pacific region. World production of asbestos in the period 2000–2012 was relatively stable, at approximately 2 million tonnes per annum (12, 13).



At least 107 000 people die each year from asbestos-related lung cancer, mesothelioma and asbestosis resulting from occupational exposures

More recently, a majority of the 154 countries that are Parties to the Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (which entered into force in 2004) have indicated a wish to see chrysotile listed under Annex 3 of the Convention. This would mean that chrysotile would become subject to a procedure whereby an informed decision of a country would be needed before consenting or not to future importation of the substance. However, to date, listing of chrysotile has been blocked by a small number of countries, predominantly but not exclusively by those with a continued interest in the trade in, and use of, chrysotile and chrysotile-containing products.

? Is it true that chrysotile is less harmful than other types of asbestos and should not, therefore, be subject to the same control measures?

The scientific evidence is clear. The firm conclusion of the WHO and IARC assessments is that chrysotile causes cancer of the lung, larynx and ovary, mesothelioma and asbestosis, whether or not it is less potent than amphibole types of asbestos in doing so. Assertions about differing physicochemical properties, the question of whether or not historical epidemiological studies may have been dealing with chrysotile contaminated with amphibole types of asbestos, and the physical containment of chrysotile in modern high-density cement (at the time of manufacture) do not alter this finding.

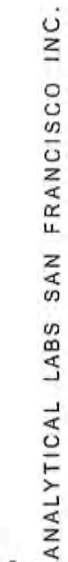
The firm conclusion of the WHO and IARC assessments is that chrysotile causes cancer of the lung, larynx and ovary, mesothelioma and asbestosis

A major concern is that even where use is appropriately regulated, chrysotile-containing building products (e.g. roof tiling, water pipes) become damaged and release asbestos fibres into the environment during the course of building maintenance, demolition and disposal of building waste, and as a consequence of natural disasters. Such exposure may occur some time later than the original (controlled) installation. This risk can be wholly averted by ceasing to use such products. Information on substitute materials and products that can be used safely is available from national, regional and international organizations.

? Could ongoing or future research into the toxicity of chrysotile change the current view of WHO and IARC regarding the occurrence of cancer?

Absolutely not. The firm view of WHO and IARC, based on repeated assessments of the scientific evidence, is that chrysotile causes cancer of the lung, larynx and ovary, mesothelioma and asbestosis, and that stopping the use of all forms of asbestos, including chrysotile, to prevent exposure should be recognized as the most effective way to eliminate asbestos-related diseases. Although the carcinogenic potential of chrysotile has been clearly identified, few studies have included women. There are also additional cancers suspected to be related to chrysotile, but for which existing studies are inadequate. There is therefore an ongoing need for further research to investigate the risks of chrysotile exposure for additional types of cancer, in particular for female-specific cancers.





ANALYTICAL LABS SAN FRANCISCO INC.

POLARIZED LIGHT MICROSCOPY ANALYSIS FOR ASBESTOS CONTENT

Client: SCA ENVIRONMENTAL, INC.
334 10TH STREET
OAKLAND, CA 94612

Project No: 68597
Data Analyzed: NOVEMBER 5, 2007
Sample Collector: JERRY COOK
Collection Date: OCTOBER 25, 2007

| Reference: | GSA ALAMEDA | 7 Sample(s) containing Asbestos |
|-----------------------|------------------------|---------------------------------|
| 8 Sample(s) Analyzed | 10/30/07 | 10-30 |
| 21 Sample(s) Received | | |
| Sample # | Location / Description | MON. 10/30/07 |
| | | NONASBESTOS |
| | | Other Fibers (%) |
| | | Asbestos |

1. WWW.SUPPLY-101.COM BEIGE-PAINTED GRAY CEMENT TILE CHRYS 15-20 3/4" CAT. STAINLESS

4-11-11 PM INM-663
DEZAYAN, ION

[illegible]

DATE: *Anthephora*
 SEX: *♀*
 AGE: *adult*
 LOCATION: *on a flower*
 TIME: *10:00 AM*
 WEATHER: *cloudy*
 COMMENTS: *on a flower*

AUTHORIZED SIGNATURE [Signature] DATE 4/5/07

AUTHORIZED SIGNATURE C. B. Bell DATE 11/5/67





000028

NOTICE OF INTENTION TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of Alameda for the purpose of amending the zoning of the excess federal property adjacent to Crab Cove, specifically the Alameda County Assessor's parcel number APN 74-1305-026-2, which is currently zoned G (Special Government Combining District) which overlays an A P (Administrative Professional District) to O (Open Space District).

The 3.671 acre parcel contains the Federal Building Complex and vehicle parking lot. It is Alameda County Assessor's parcel number APN 74-1305-026-2. It is located on the Northwest side of McKay Avenue across from Crab Cove and adjacent to the Robert W. Crown Memorial State Beach.

In September 2008, the Alameda City Council endorsed Measure WW, which authorized funds for the acquisition of the surplus federal property adjacent to Crab Cove for the purpose of expanding Crown Beach. A 71.9% super majority of Alameda voters overwhelmingly approved Measure WW in the November 2008 general election. To implement the clear will of the voters, the excess federal property adjacent to Crab Cove needs to be zoned Open Space (O). The City of Alameda must be compelled to uphold, fulfill and enforce the will of the super majority of voters who approved Measure WW.

This initiative petition provides Alameda with a unique opportunity to expand the recreational and natural resources of Crown Beach next to Crab Cove. This measure reaffirms the expressed will of the 71.9% of the votes who voted for the expansion of Crown Beach.

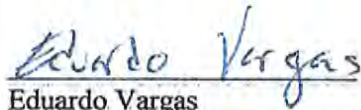
This initiative is to be submitted directly to the voters.



Doug deHaan



Angela Fawcett



Eduardo Vargas

FILED
APR 26 2018

CITY OF ALAMEDA
CITY CLERK'S OFFICE



City of Alameda • California

Official Receipt

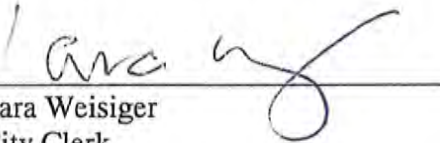
Initiative Petition

I, Lara Weisiger, City Clerk of the City of Alameda, hereby acknowledge receipt of 156 sections of a Charter Amendment Petition containing approximately 6,821 signatures.

The most recent Alameda County Registrar of Voters' Official Report of Registration to the Secretary of State had 47,105 registered voters and 10% requires 4,711 valid signatures to qualify the Petition.

It has been determined that the number of signatures, prima facie, is equal to or is in excess of the minimum number of signatures required, and therefore the petition is accepted for filing as of this date. The petition will be examined and the signatures will be verified to ascertain whether or not it has been signed by the requisite number of registered voters. The petition will be checked within no more than 60 days, excluding Saturdays, Sundays and holidays.

Pursuant to Elections Code Section 16 a copy of Government Code Section 84305 is attached.



Lara Weisiger
City Clerk
City of Alameda

Dated: November 5, 2018

Attachment - 1

**Friends of Crab Cove
P.O. Box 631
Alameda, CA 94501**

Submitted July 5, 2018 – Revised July 20, 2018

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**RE: COMMENTS TO THE ENVIRONMENTAL ASSESSMENT FOR THE REUSE OF THE
FEDERAL BUILDINGS ON MCKAY AVENUE IN ALAMEDA, CALIFORNIA.**

Introduction: In 2008, a single 7.57-acre parcel owned by the federal government was the subject of a taxing Measure WW placed on the ballot by local government agency East Bay Regional Parks District (hereinafter "EBRPD"). **(Exhibit A is Measure WW, along with Project 18 with descriptions of Crab Cove and Robert W. Crown Memorial Beach.)** Real property owners in both Alameda and Contra Costa Counties were asked to tax themselves for line item 18, "Crown Beach – Improve visitor center, restore beach, complete park boundary – \$6.5 million to replace and expand Crab Cove interpretive center, currently located in outdated military building. Expand and restore Alameda Beach to increase space for beach recreation and protect the shoreline. Acquire appropriate surplus federal property if it becomes available. In November 2008, Measure WW was approved by 671,485 votes, 71.9% of the voters. **(Exhibit B is the parcel map of record on file in the Alameda County Assessor's Office in 2008.)**

Ignoring the vote and tax measure, the federal government attempted to dispose of a portion of the parcel for residential development in 2012. It split the land into two portions, and opened for bids for the first portion, accepting the bid for residential development. The electorate responded with an initiative which

quickly qualified, rezoning the first portion of the parcel to "Open Space". The City Council responded to the Initiative by rezoning the property to Open Space in 2014. In 2014, the federal government conveyed the first portion of the property to EBRPD, and in 2016, the Alameda County Assessor recorded a splitting of the original 7.57-acre parcel into two parcels. EBRPD spent approximately \$3.2 million on the purchase and improvement of the first portion of the original parcel, leaving \$3.1 million for the purchase of the smaller remaining portion. It should be noted that Measure WW was a 30-year bond, for which all privately owned property in Alameda and Contra Costa Counties are still paying on their real property annual tax bills.

In 2018, the federal government again ignored the vote and anticipated addition to the parks by the voters and is proposing transfer of the land by homeless accommodation. The response is identical. The voters who have been paying taxes for the purchase of this acreage since 2009, filed a Notice for Initiative Petition, to rezone the remaining portion of the original parcel to "Open Space" on April 26, 2018. This Initiative is being circulated and when it qualifies it will trigger an election. The entire parcel will be rezoned as originally promised the electorate to Open Space. Open Space does not permit the operation of any commercial uses, but allows public and private parks, parkways, playgrounds, beaches, lagoons, and lakes. All structures or buildings located within the Open Space are required to have permits and be reviewed for their appropriateness in a specific location or for such other factors as safety, sanitation, design and visual attractiveness. It is not anticipated that new commercial uses, other than those serving concessionaire activities, uses and buildings will be permitted. Since there have been no operations ongoing at the abandoned project since mid-2016, there are no exceptions or "grand fathering" of pre-existing non-conforming uses under the Zoning Ordinance. **(Exhibit C are the City of Alameda Zoning Regulations for Open Space.)**

PROPOSED PROJECT

The proposed project is on an island in the San Francisco Bay. It is isolated from the other 12 cities in Alameda County. It has no direct access to freeways or mass transit to provide access. It is served by commuter ferries (extra for Giants Playoff games), and local weekday bus routes. The City of Alameda is currently at traffic gridlock. Major intersections are at Level of Service (hereinafter "LOS") D, E, and F, at major commute times, both for egress and ingress. Major improvements are planned by the State of California CALTRANS on Interstate I80, which provides the nearest and major freeway access to the island. These improvements are expected to take 10-12 years, and will result in closure, albeit temporarily, of one of the two main tubes, causing complete traffic gridlock throughout the city of Alameda throughout the entire day for some undefined period. The impacts of these or other projects with potentially cumulative impacts were not included or studied in the EA.

There are no transit centers on the island of Alameda. There are bus lines that serve the cities of Oakland and San Francisco from Alameda, and there is infrequent daily bus service during daylight hours within 3/4 mile of the project. Due to the disrepair of the sidewalks and condition of McKay Avenue, the only access for the disabled and handicapped to the Project is by vehicle. **(Exhibit D contains photographs as of 6/12/18 of the street and sidewalk on McKay Avenue.)** There is no mass transit such as BART or a train system accessible on the island. The ferry system which operates during commute hours to and from San Francisco is for passengers only. The terminal is located several miles from the site and is not served by local bus lines. The Oakland International Airport provides national and international access to the site via taxi; it is not a factor as the homeless this facility will be serving are from the local regional community.

PHYSICAL CONDITION OF THE PROPERTY

The proposed Project location is on former wetlands. These wetlands were filled with unknown substances and objects. In 1995, when new structures were being built on similar land fill on the island, a half mile inland, oil was struck on a battleship with full oil barrels, which had been sunk as fill. The oil barrels

ruptured leaking oil into the bay. Events like this should be anticipated in any safe development of the project site.

These federal buildings have been vacant since June 2016. Due to limited use by the federal government in the preceding decades, these buildings were and are poorly maintained. Lead paint is peeling from the buildings, and they are covered with crumbling asbestos shingles which are currently deteriorating and entering the atmosphere. **(Exhibit E are photos of the buildings asbestos and paint as of May 2018.)**

APC the proposed operator, is described in the EA as a nonprofit organization operating “200 units of housing over 34 acres of land and provides housing for over 500 formerly homeless residents in the City of Alameda, California.” These 34 acres were originally given to APC at the former Naval Air Station, for transitional - up to six month - housing for the homeless and to provide services for the homeless. APC failed to provide these services successfully, and yet has not evicted a single homeless occupant from the transitional housing, for over 5 years. Thus, the transitional housing has become permanent housing for, at last claim by APC Director Biggs in March 2018, for these 500 formerly persons. Due in part to the problems due to the isolated location, lack of jobs, and other services, APC, no longer attempts to relocate homeless, but instead provides permanent housing. The housing units cost little or nothing to the residents, creating no incentive to leave, or obtain paid employment.

At the most recent homeless count, Alameda, with a population of about 79,000, has a startling lack of homelessness, only 204 persons, especially compared with nearby communities such as Berkeley and Oakland. Doug Biggs, president of Alameda’s Social Services Human Relations Board, said that’s because there just aren’t a lot of people living on the street. Biggs went out with a few volunteers to do a count from 6 to 9 a.m. on a September day. They counted 17 people and interviewed eight. Of those eight, five were chronically homeless, and four of those five were from Alameda. Biggs said, “there aren’t many services—all the pantries and shelters are somewhere else.” It is of significance that the age and medical condition were omitted from this article.

Additionally, Biggs said the city focuses on keeping people from becoming homeless, trying to provide short-term rental subsidies or to put them in housing quickly. “It’s much better if someone doesn’t become homeless in the first place,” Biggs said. “If we can put them back in their homes and avoid the shelter experience, that’s what we want to do.” That’s why the city of Alameda, for example, provides some funds to prevent homelessness, said Liz Varela, the executive director of Building Futures, a nonprofit that runs Alameda’s women’s shelter —Midway Shelter of Alameda—for victims of domestic violence and their children.

“It’s for folks who have hit a bump in the road, whether it’s a family breakup or a loss of a job, so they can’t pay rent,” Varela said. “We have a limited amount of funds to help them pay back rent and back utilities, and we help them come up with a plan, which people really need with the rents rising.” **(Exhibit F. Alameda Magazine, April 8, 2015.)**

Providing training, counseling and transitional housing, is not enough. Lisa Dyas, director of fund development and community relations, explained why the housing went from transitional to permanent housing. “We found that just when they were starting to get settled, they’d have to move, and the cycle would start over again,” Dyas said. “It was creating more trauma for people.” Terry Williams, 37, has been living there for five years. She ended up in a Berkeley shelter to get away from domestic violence. Now she and her children live in a three-bedroom house at APC. No one is evicted from APC’s housing, nor are the police called for events that would trigger a response in other neighborhoods. A 6-year-old child who was locked out of the house all day

by his mother, so she could sleep, after working as a prostitute all night for funds to buy drugs the next day, did not even trigger a call to Child Protective Services: It would have been too traumatic for all concerned.

Instead of helping the homeless become self-sustaining, APC is perpetuating a poorly run industry to serve the homeless. While this is a worthwhile temporary goal, it is a goal to which all cities in the county, and those with more access to transit, jobs, and housing, should be contributing. Alameda's isolation makes this task more difficult. And the ultimate goal should be put this industry out of business through the successful shifting of the homeless into self-sustaining communities throughout the region. APC no longer attempts to shift the homeless back into main stream society. Rather, it aims to provide permanent low or no cost housing for all homeless. This is not something the City of Alameda can sustain without financial contribution from other cities, the county, state and federal governments.

COMMENTS:

The allegations supporting most of the assertions are not factually documented. Few if any facts are provided as to the verifiable results of APC. Under NEPA the EA must be based on facts sufficient to allow a reviewing court that the decision not to prepare an EIS was not arbitrary, capricious, an abuse of discretion or otherwise not in accordance with law.

1. APC in claims to have supported hundreds of families overcome homelessness through housing, and job training. No statistics, facts or verified or audited reports confirm these assertions as to successful housing transitions or jobs obtained and retained. APC has provided 200 units for 500 homeless, thus eradicating their homelessness. **(Exhibit G are the current statistics of homelessness in Alameda County, by City.)** At the same time it is admitted that relocation and transition repeatedly failed and the homeless were returned to APC's 200 units. APC also claims it operates 120 units of supportive housing for formerly homeless families at the former naval air station in Alameda and operates children and youth programs and job training programs for residents of its housing. It is unknown whether this 120 units is in addition to the 200 units operated by APC. No facts or results of the youth job programs or placements from the job training are available or have been provided. This would include both graduation numbers versus participants, hiring and retention of youth and trainees in types of positions.

2. The target population for this Project - seniors over 50 or 55 depends upon which definition APC is using- with medical issues- is not factually supported as living in Alameda, the City or the County. The County of Alameda has 5,629 homeless persons, of that only 204 persons were homeless in the City of Alameda. "About 17 percent of the population we see are seniors, and out of those, 60 to 75 percent of them have issues having to do with having secure, stable housing," Brown said. "Of those 17 percent some are having health issues, according to Ebony Brown, who directs case management at the nonprofit Alameda Family Services. (*Alameda Magazine* April 8, 2015)

3. No Alternatives Were Considered for Further Study. APC and HHS have failed to consider any alternatives.

A. There are two specific and separate types of alternatives: the first to provide less than the full project in some combination of services, omitting the 30 hours per week of a Federally Qualified Health Center (hereinafter "FQHC"), and duplicative counseling services (in addition to those already provided at the old naval air station) and the drop in Counseling Center for all Alameda homeless or pre-homeless.

B. The second type of alternative would be to add these services to the existing 34 acre, or 10-acre sites that APC has already received at the old naval air station. These sites are better served by bus lines which operate 7 days a week. They already provide some of these same services that are currently being considered for this Project. The FQHC would be able to conveniently serve the additional 500 formerly homeless residents as needed at a significant cost savings. The Counseling services, would appear to have little benefit to respite, assisted living or hospice beds. Counseling would be better placed at the existing APC facilities serving those populations as there is no transit between the homeless facilities at the former naval air station, and McKay Avenue.

C. APC claims all alternatives were rejected from study because APC "is unable to locate another suitable site given conditions of the federal land grant to APC." Mr. Biggs, stated in March 2018, that there was an additional site under consideration in Dublin, California. Dublin is a 30-minute drive from Alameda. Dublin has BART, mass transit, the County courthouse, County mental health facilities, County Sheriff and State Highway Patrol. Mr. Biggs lives in Alameda, 5 blocks from the project site.

4. There were no critical or sensitive habitats found within the project site. There are no facts to document the survey(s) which were done, when they performed, or the qualifications of the person(s) performing those surveys. Certainly, Least Terns which reside throughout Alameda's coastal areas, should be surveyed in nesting season.

5. The Project is on landfill in a site subject to high likelihood of liquefaction. According to the United States Geologic Survey (USGS), the project site is highly susceptible to liquefaction. Liquefaction is a process by which sediments below the water table temporarily lose strength during an earthquake and behave as viscous liquid rather than as a solid. Ground failure includes liquefaction and the liquefaction induced phenomena of lateral spreading, and lurching. Liquefaction is restricted to certain geologic and hydrologic environments, primarily recently deposited sand and silt in areas with high granular layers, distorting the granular structure, and causing the particles to collapse. This causes the granular layer to behave temporarily as viscous liquid, resulting in liquefaction. Liquefaction can cause the soil beneath a structure to lose strength, which may result in the loss of foundation bearing capacity. This loss of strength commonly causes the structure to settle or tip. Loss of bearing strength can also cause light buildings with basements, buried tanks, and foundation piles to rise buoyantly through the liquefied soil. The project site is underlain by expansive soil. Expansive soils change in volume with changes in moisture, which can cause heaving and cracking of slabs on grade, pavements, and structures founded on shallow foundations.

In the 1989 Loma Prieta earthquake, portions of the SF Bay Bridge collapsed further isolating Alameda. In large portions of Alameda's fill areas on the coast and developments dependent upon sewers and water lines, identical to that of the project, were ruptured. While this caused severe inconvenience for weeks for the residents served by those lines, the consequences for a hospice or convalescent facility requires planning and alternative back-up systems. The City of Alameda Unified School District has recently closed Lum Elementary which is on a similar fill site to that of the Project. The engineering report indicates that in an earthquake, the doors of the school could become inoperable due to liquefaction, trapping the children inside. A full engineering report should be provided for both any original buildings to be retained and any new buildings to be constructed. As the EA admits, this site was "located under water until the filling of the site prior to 1946. The source and nature of the fill materials is unknown. The fill material has the potential to have originated from the dredging of nearby harbor areas and may contain elevated levels of metals and/or petroleum product constituents" any liquefaction should contemplate exacerbation due to the unknown nature of the fill.

6. The EA performed an inadequate review of the environmental conditions.

There was only one Controlled Recognized Environmental Condition (CREC) identified on the project site by the EA. According to the Alameda County Department of Environmental Health (ACDEH) files, approximately 50 gallons of hydraulic elevator fluid leaked from a pipe in Building 2C in September 2009. It was determined that the leak had occurred from an underground hydraulic supply line located beneath the sidewalk and street. In January 2010, a trench was excavated to expose the hydraulic fluid lines. Soil samples were collected as part of the excavation. Two of the seven soil samples detected elevated concentrations of TPH as hydraulic oil (TPH ho).

There are no updates for the more recent occurrences of the environmental conditions in the EA. The existing sewer line for the Project uses a pump house that is in disrepair. Almost on a monthly basis the sewer and water lines for the neighboring residential units are clogged by the unknown sediment originating from the Project site. This was not detected or reported in the EA. As recently as May 2018, the supply of fresh water from East Bay Municipal Water District was shut off for hours until this situation was rectified at the Project site. Adding medical and toxic substances to this waste stream was not analyzed in the EA.

Because of the age of the subject property buildings, there is lead based paint (LBP) present. The EA intentionally misstates or performed an inadequate site review of the Project. While they claim painted surfaces were in good condition and are not expected to pose a health and safety concern to the occupants of the subject property at this time, they ignored Building 1, and the other buildings with easily viewable deterioration. (See Exhibit E.) The federal government in transferring the previous buildings to EBRPD, disclosed that there were serious contaminants in the crawl spaces and other not easily accessible areas such as attics. These previously disclosed substances were not included in the EA.

EnviroStor, the Department of Toxic Substances Control's data management system for tracking cleanup, permitting, enforcement, and investigation at hazardous facilities and sites has not performed an onsite, or thorough onsite review of the property or it would have detected the previously disclosed contaminants.

7. The Traffic Existing and Proposed Trip Generation Estimation Are Erroneous

The federal buildings on McKay Avenue have been vacant since 2016 and have generated no trips per day during weekdays and none on weekends. The proposed project would generate 804 trips per day during weekdays, and 303 trips per day on weekends. Thus, the proposed project would generate 804 additional trips on weekdays and would generate 303 additional trips on weekends. Additional trips generated by the proposed project could exceed the CO hotspot screening threshold. Therefore, the proposed project could result in significant impacts on CO and GHG emissions. This needs to be addressed.

The lack of waste removal services at the site will need to be served at least bi-weekly by multiple large waste removal trucks weighing 15 tons or more. As a hospital/medical care facility, hazardous waste will be generated. Disposal of these and other toxic wastes were not addressed by the EA trip generation estimation. Both the weight and frequency of these vehicles needs to be addressed so that any impacts can be analyzed.

The EA omits traffic counts for the on-site shuttle transportation services to be provided to residents. There will be minimal additional demand on existing transit services due to their distance from the site and the condition of the walkways on McKay Avenue, will make it difficult for seniors experiencing homelessness with medical conditions to travel by foot to any transit stops.

8. Offensive Odor generation. The above vehicles will emit diesel exhaust and ROG during construction and operation of the project resulting from, both of which could be objectionable odors to most populations. Land uses typically associated with odors include hospitals, wastewater treatment facilities, and waste disposal facilities, and agricultural operations. The project does not involve land uses typically associated with the emission of objectionable odors. During operation of the project, odors could also be emitted from vehicles travelling to and from the site; these occurrences could produce a significant amount of odors. The pump house serving the Project currently emits noxious odors 24/7, stemming from the improper sewage disposal lines. This was not observed or noted for the EA. Operational odor impacts will be significant.

9. The project is expected to generate CO₂ emissions per year during operation, which could exceed the BAAMQD's significance threshold of 1,100 MT CO₂e per year. The project could generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. As a result, the project could result in significant impact on a cumulative basis with respect to GHG emissions and global climate change.

10. The project is inconsistent with the City of Alameda General Plan: The project would provide room for 90 units of senior housing for Alameda's medically vulnerable, aging adults experiencing homelessness. Based on the figures listed in the April 8, 2015, statistics, Ms. Brown, above, approximately 17% of Alameda's 204 homeless are seniors, (it was not recorded whether or not the age of 50 or 55 was used for qualifying as "senior" or 35 persons. Of these 35 persons, 60 to 75 percent of them have issues having to do with having secure, stable housing. This equals 27 "seniors" with housing issues. Leaving only 9 as "are having health issues". The opportunity cost of providing 90 units for seniors with assisted living accommodations, when the city only has 1/10 of that number of qualifying seniors, triggers a commensurate opportunity cost of not providing 81 units to some other population.

If the facility is limited to residents of the City of Alameda experiencing homelessness, at most 35 senior persons will qualify for residence at this facility. If it is not limited to the residents of Alameda, then a cost funding mechanism should be in place to obtain funds from the other cities whose residents are receiving the benefits of the services of the Project. Absent such a long-term cost funding mechanism, the City of Alameda will be unable to foot the bill. (The City of Alameda is currently facing bankruptcy within 5 years as per the Treasurer and Auditor, due to unfunded pension and salary costs.)

11. One of the major flaws of the analysis performed by EA is that it ignores the impacts of placing such a commercial medical facility adjacent to the longest most accessible beach on the San Francisco Bay, the Robert W. Crown Memorial Beach. Handicapped, disabled and seniors access this recreational area with ease. It serves over 1.5 million visitors per year. EBRPD's Crab Cove educational programs serve tens of thousands of low income children from both Alameda and Contra Costa Counties. These children are bused in to partake of the educational programs offered nowhere else in the San Francisco Bay area. The impacts on these children of both the construction and ongoing impacts were not considered in the EA.

12. Omits public safety responses for respite and hospice by Alameda Fire Department. Convalescent and other hospice facilities trigger daily responses by community first responders, paramedics, and other Fire Department personnel. The project will not be a dedicated hospital with a neurosurgeon present 24/7. Medical staff will be present for the 30 hours of the drop-in clinic. Any emergency medical treatment outside regular 30-hour week, will trigger calls to the Alameda's 911 system. Alameda's Fire Chief stated in April 2018, that AFD is currently not staffed to service the Project. Even if it had the staff to service the Project,

the EA does not address the inadequate and dilapidated condition of McKay Avenue. While it is possible that for some period of time, the large 15-ton waste removal vehicles could use this as a surface street with limited safety risk while continuing to degrade the Avenue further, that does not apply to first responders going at maximum speed while responding to a medical emergency.

13. There has been no meaningful public input on a stable consistent Project.

A. APC has discouraged all public input. As early as March 2018, when asked at the first presentation to the public of the Project, by a resident, why no input had been sought from nearby residents, APC's Executive Director advised all that this is a "Done Deal". When asked what could be done to oppose the project, he replied, "Nothing. It is a Done Deal." He repeatedly stated there is nothing that can be done to keep APC from getting the property, that an Environmental Assessment is a formality as a FONSI will be issued. He did admit that CEQA applied and the project would have to be processed under CEQA by the City.

B. When asked for the address to which input from the public could be provided for any Environmental Assessment, he refused to provide any. After a limited publication of the EA on a social website, the Executive Director agreed to accept input personally.

C. At the March 2018 presentation, Executive Director of APC stated that no input was sought from the schools, as "no families would be served" further, that after examining the issue it was determined that children and seniors do not mix. Within 2 months, this same Executive Director addressed the Alameda Unified School Board of Trustees asking for their support: "We will be serving lots of children there".

For the foregoing reasons it is asked that a full EIS be prepared for this project.

Sincerely,


Angela Fawcett

APPLICABLE LAW

STANDARD FOR REVIEW OF DECISION UNDER NEPA

NEPA contains no substantive environmental standards. Rather, it obligates federal agencies to "consider every significant aspect of the environmental impact of a proposed action." Kern, 284 F.3d at 1066 (internal quotation omitted). It also "ensures that the agency will inform the public that it has indeed considered environmental concerns in its decision-making process." Id. (internal quotation omitted). NEPA "establishes action-forcing procedures that require agencies to take a hard look at environmental consequences." Id. (internal quotation omitted).

Under NEPA, federal agencies must prepare an EIS before taking "major Federal actions" which "significantly affect [] the quality" of the environment. 42 U.S.C. § 4332(2) (C). Some proposed federal actions categorically require the preparation of an EIS. Kern, 284 F.3d at 1067. If the proposed action does not categorically require an EIS, the agency must prepare an EA to determine whether the action will have a significant effect on the environment. Id. (citing 40 C.F.R. § 1501.4). If the EA shows that the proposed action will significantly affect the environment, then the agency must prepare an EIS. Id. If the EA reveals no significant effect, the agency may issue a FONSI. Id.

"An agency's decision not to prepare an EIS once that agency has prepared an EA is reviewed for abuse of discretion and will be set aside only if it is 'arbitrary and capricious.'" Id. at 1070; see also Ka Makani, 295 F.3d at 959 (because NEPA does not contain a separate provision for judicial review, courts review an agency's compliance with NEPA under the Administrative Procedures Act (APA)).

*1129 "The arbitrary and capricious standard requires a court to ensure that an agency has taken the requisite 'hard look' at the environmental consequences of its proposed action, carefully reviewing the record to ascertain whether the agency decision is founded on a reasoned evaluation of the relevant factors." Wetlands Action Network v. United States Army Corps of Eng'rs, 222 F.3d 1105, 1114 (9th Cir.2000) (internal quotations omitted), cert. denied, 534 U.S. 815, 122 S. Ct. 41, 151 L. Ed. 2d 14 (2001). The standard is deferential and the court "cannot substitute [its] judgment for that of the agency." Id. The agency's decision should be overturned only if the agency committed a "clear error in judgment." Id. (internal quotation omitted). In determining whether the agency made a clear error in judgment, the question is "whether the agency considered the relevant factors and articulated a rational connection between the facts found and the choice made." Northcoast Envtl. Ctr. v. Glickman, 136 F.3d 660, 666 (9th Cir.1998) (internal quotation omitted). (Sierra Club v. US Fish and Wildlife Service, 235 F. Supp. 2d 1109 (D. Or. 2002).

NEPA REQUIRES EIS

NEPA requires the preparation of an [EIS] whenever a major federal action significantly affecting the quality of the human environment is proposed.... Judicial review of an agency's decision not to file an [EIS] is governed by the rule of reasonableness ...

NEPA is implemented by regulations adopted by the Council on Environmental Quality ("CEQ"), which are set forth at 40 *1247 C.F.R. §§ 1500 to 1508 (1991). CEQ regulations define "significant impact" to include considerations of:

(a) Context.... [T]he significance of an action must be analyzed in several contexts such as society as a whole ...

the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the locale rather than in the world as a whole....

(b) Intensity. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:

....

(3) Unique characteristics of the geographic area such as proximity to ... park lands ...

(4) The degree to which the effects on the quality of the human environment are likely to be highly controversial.

(5) The degree to which the possible effects on the human environment are highly uncertain or involve unique or unknown risks.

....

(7) Whether the action is related to other actions with individually insignificant but cumulatively significant impacts. Significance exists if it is reasonable to anticipate a cumulatively significant impact on the environment. Significance cannot be avoided by terming an action temporary or by breaking it down into small component parts.

....

(10) Whether the action threatens a violation of Federal, State, or local law or requirements imposed for the protection of the environment.

EA PROVIDES AN INADEQUATE FACTUAL BASIS TO REVIEW IMPACTS

If the agency's decision not to prepare an EIS is challenged, the question before the reviewing court is whether the plaintiffs have established a "substantial possibility" that the agency's decision not to prepare an EIS is inconsistent with its obligations under NEPA. The court "must essentially look to see if the agency decision, in the context of the record, is too 'unreasonable' (given its statutory and factual context) for the law to permit it to stand." *Waltham*, supra, 786 F. Supp. at 114-15, citing *Sierra Club v. Marsh*, 769 F.2d 868, 870 (1st Cir.1985).

BASELINE FOR MEASUREMENT IS NO ACTION ALTERNATIVE

In general, NEPA analysis uses a no-action alternative as a baseline for measuring the effects of the proposed action. See 40 C.F.R. § 1502.14 (requiring that the agency assess a no-action alternative). "The no action alternative may be thought of in terms of continuing with the present course of action until that action is changed. It establishes a baseline against which the proposed action and its alternatives may be measured." George Cameron Coggins and Robert L. Glicksman, *Discussion of Alternatives—The "No Action" Alternative*, 2 Pub. Nat. Resources L. § 17:47 (2nd ed. 2014) (internal quotation marks omitted).

We have rejected this type of argument before. In *Custer County Action Association v. Garvey*, 256 F.3d 1024 (10th Cir. 2001), the petitioners argued that a federal agency had erroneously included "unlawful activity"—specifically low level airplane overflights—in its no-action alternative and that a "true" no-action alternative may only reflect the impacts of lawful activity. *Id.* at 1040. We were not persuaded and held that, "[i]n requiring consideration of a no-action alternative, the Council on Environmental Quality intended that

agencies compare the potential impacts of the proposed major federal action to the known impacts of maintaining the status quo. In other words, the current level of activity is used as a benchmark."

BIODIVERSITY CONSERVATION ALLIANCE v. UNITED STATES FOREST SERVICE,
ca10/12-8071/12-8071-2014-09-03

The EA is inadequate and an Environmental Impact Statement [hereinafter "EIS"] needs to be prepared. The EA must be sufficiently documented to satisfy the reviewing court that the decision not to prepare an EIS was not arbitrary, capricious, an abuse of discretion or otherwise not in accordance with law. *Citizens to Preserve Overton Park v. Volpe*, 401 U.S. 402, 91 S. Ct. 814, 28 L. Ed. 2d 136 (1971)

LAW APPLIED TO FACTS

There are few facts included in other than the technical analysis included for GHG and Odors. The "facts" included are an erroneous baseline, the baseline for measurement of impacts is at the time the EA is done, not years before the facility ceased operations. Other "misstatements" include the physical condition of the environment, including roads, infrastructure and current toxic nature of the abandoned buildings. No facts were supplied for the lack of consideration of Alternatives.

NO ALTERNATIVES WERE CONSIDERED

Courts should generally defer to the expertise of the agency when assessing difficult questions regarding scientific and technical disputes. See *Sierra Club v. United States Dep't of Transp.*, 753 F.2d 120, 129 (D.C.Cir.1985); *Izaak Walton League of America v. Marsh*, 655 F.2d 346, 372 (D.C.Cir.1981), cert. denied, 454 U.S. 1092, 102 S. Ct. 657, 70 L. Ed. 2d 630 ("In particular, [courts] should not attempt to resolve conflicting scientific opinions.... So long as the agency's conclusions have a substantial basis in fact, the mandate of NEPA has been satisfied."). Nonetheless, the agency must comply with the statute's and the regulations' procedural requirements, such as preparing an EA or an EIS and considering alternatives, or else a court may require compliance. The procedural provisions of NEPA "are designed to see that all federal agencies do in fact exercise the substantive discretion given them. These provisions are not highly flexible. Indeed, they establish a strict standard of compliance." *Calvert Cliffs' Coordinating Comm., Inc. v. United States Atomic Energy Comm'n*, 449 F.2d 1109, 1112 (D.C.Cir.1971).

Greenpeace v. National Marine Fisheries Service, 55 F. Supp. 2d 1248 (W.D. Wash. 1999)

U.S. District Court for the Western District of Washington - 55 F. Supp. 2d 1248 (W.D. Wash. 1999)

55 F. Supp. 2d 1248 (1999) Compliance with the National Environmental Policy Act of 1969 (NEPA) is reviewed under the Administrative Procedure Act, 5 U.S.C. ? 706(2) (A). *Northwest Resource Info. Ctr., Inc. v. NMFS*, 56 F.3d 1060, 1066 (9th Cir.1995).

Factual disputes, which implicate substantial agency expertise, are reviewed under the arbitrary and capricious standard, while legal disputes are reviewed under the reasonableness standard. *Price Road Neighborhood Ass'n v. United States DOT*, 113 F.3d 1505, 1508 (9th Cir.1997). "In evaluating whether an agency's [environmental impact statement] complies with NEPA's requirements, we must determine whether it contains a reasonably thorough discussion of the significant aspects of the probable environmental consequences." *Muckleshoot Indian Tribe v. United States Forest Serv.*, 177 F.3d 800, 809 (9th Cir.1999) (internal quotation omitted). "In short, we must ensure that the agency has taken a 'hard look' at the environmental consequences of its proposed action." *Blue Mountains Biodiversity Project v. Blackwood*, 161 F.3d 1208, 1211 (9th Cir.1998).

The section on alternatives to the proposed agency action is "the heart of the environmental impact statement." 40 C.F.R. 1502.14. This section "should present the environmental impacts of the proposal and the alternatives in comparative form, thus sharply defining the issues and providing a clear basis for choice among options by the decision maker and the public."

An agency's decision not to prepare an EIS may be erroneous for one of two different reasons. The evidence in the record may indicate that, "contrary to the FONSI, the agency's proposed action may have a significant impact on the human environment", or the record may show that the agency's NEPA review process was "flawed in such a manner that it cannot yet be said whether the [proposed action] may have a significant impact". *Fritiofson v. Alexander*, 772 F.2d 1225, 1238 (5th Cir. 1985). If a court finds that the proposed action may have a significant impact, the court should order the agency to prepare an EIS. On the other hand, should the court determine that the agency's review was inadequate, the court should remand the case to the agency for further proceedings to correct the inadequacies.

The EA prepared for APC, GSA, HHS, was factually flawed in a predetermined manner to give a prejudiced and predetermined outcome. It failed to include the most basic of flaws, that the property in question has been predetermined by local agencies, and more importantly, the people, to be maintained as open space and zoned accordingly. This project will not be permitted in the planned zoning of 2008, which is currently in the hands of the voters.

Exhibit A

Measure WW, along with Project 18

MEASURE WW Fact Sheet

BOARD OF DIRECTORS

Beverly Lane
Ted Radke
Carol Severin
Doug Siden
Nancy Skinner
John Sutter
Ayn Wieskamp,
President

GENERAL MANAGER

Pat O'Brien

East Bay Regional
Park District
Wildland Manager
Cheryl A. Hansen
Wildland Manager



Revised: 8/15/2008

Submitted by Doug Siden at
the 09-02-08 Council meeting
Re: Agenda Item #3-A

MEASURE WW

Extension of Regional Open Space, Wildlife, Shoreline and Parks Bond

The East Bay Regional Park District Board of Directors voted to place a \$500 million park bond extension measure on the November 4, 2008 ballot. This measure is an extension of Measure AA, passed by East Bay voters 20 years ago, that helped preserve 34,000 acres of open space, develop over 100 miles of new trails, and fund hundreds of local parks and recreation projects. While much has been accomplished, the growing East Bay population further increases the need for acquiring new parklands, protecting and restoring natural habitat, and helping communities with their local park and recreation facilities. If approved by the voters, Measure WW will be used to continue to restore urban creeks; protect wildlife; purchase and save open space, wetlands, and bay shoreline; and acquire, develop, and improve local and regional parks, trails, and recreational facilities close to home for East Bay residents.

Quick Facts:

- \$500 million bond extension must be approved by two-thirds of voters in Alameda and Contra Costa counties.
- This extension will not increase the tax rate above the present maximum rate of \$10 per year per \$100,000 of assessed valuation (i.e. a home assessed at \$400,000 will pay \$40 per year).
- \$375 million (75%) of revenue will fund Regional Park acquisitions and capital projects, with \$26.2 million (7%) of that amount held in reserve for unanticipated future needs and opportunities.
- \$125 million (25%) of proceeds will go to cities, special park and recreation districts, county service areas, and the Oakland Zoo for much-needed local park and recreation projects. Livermore area voters are not part of this extension tax as Murray Township was not within the East Bay Regional Park District's jurisdiction in 1988 when the initial bond measure was passed. EBRPD continues to serve this community through new acquisitions of parklands.
- The Park Advisory Committee will provide citizens' oversight to monitor all bond expenditures.

Regional Park Project Summary:

Over 67 current and future parks, open space, trails, and shoreline projects will benefit from this measure. Some of the high priority projects include:

- Acquiring and restoring urban creeks.
- Expanding and developing the Bay Trail, East Bay Greenway Trail, Delta Trail, and Ridge Trail.
- Developing the Oakland and North Richmond shorelines.
- Renovating Eastshore State Park.
- Developing a new Regional Park at the Concord Naval Weapons Station.
- Increasing access at Briones, Sunol, and Pleasanton Ridge.
- Acquiring sensitive property at Doolan Canyon.
- Completing the Tidewater Recreation Area at Martin Luther King Jr. Regional Shoreline.

The complete project list can be found on the District's Web site at www.ebparks.org, or can be sent electronically by emailing a request to info@ebparks.org.

About Us:

The East Bay Regional Park District operates 65 regional parks, on 98,000 acres, and 1,100 miles of trails serving the more than 2.4 million residents of Alameda and Contra Costa counties. Measure AA, a \$225 million bond approved by voters in 1988, helped the District preserve 34,000 acres of open space, create 17 new Regional Parks, add over 100 miles of trails, and fund 235 neighborhood recreation projects. The Park District nearly doubled the investment, leveraging money to secure "matching" funds at no cost to taxpayers. Most future local and Regional Park projects depend on funding from an extension of this bond.

MEASURE WW
REGIONAL OPEN SPACE, WILDLIFE, SHORELINE AND
PARKS BOND EXTENSION LOCAL PARK AGENCY ALLOCATIONS

ALAMEDA COUNTY

| 2008 AA Local Grant | 2008 Population | 2008 Allocation |
|------------------------|-----------------|-----------------|
|------------------------|-----------------|-----------------|

CITIES

| | | |
|-------------|---------|--------------|
| Alameda | 75,823 | \$3,465,489 |
| Albany | 16,877 | \$771,363 |
| Berkeley | 106,697 | \$4,876,584 |
| Dublin | 46,934 | \$2,145,118 |
| Emeryville | 9,727 | \$444,572 |
| Fremont | 213,512 | \$9,758,562 |
| Newark | 43,872 | \$2,005,169 |
| Oakland | 420,183 | \$19,204,456 |
| Piedmont | 11,100 | \$507,325 |
| Pleasanton | 69,388 | \$3,171,377 |
| San Leandro | 81,851 | \$3,740,998 |
| Union City | 73,402 | \$3,354,837 |

| | | |
|------------------------|------------------|---------------------|
| Cities Subtotal | 1,169,366 | \$53,445,852 |
|------------------------|------------------|---------------------|

HAYWARD AREA RECREATION AND PARK DISTRICT

| | | |
|---------------|---------|-------------|
| Hayward | 149,205 | \$6,819,412 |
| Ashland | 21,576 | \$986,120 |
| Castro Valley | 59,448 | \$2,717,064 |
| Cherryland | 14,357 | \$656,202 |
| Fairview | 9,826 | \$449,094 |
| San Lorenzo | 22,722 | \$1,038,530 |
| Mt. Eden | 881 | \$40,262 |

| | | |
|----------------------|----------------|---------------------|
| HARD Subtotal | 278,015 | \$12,706,683 |
|----------------------|----------------|---------------------|

| | | |
|---------------------------------|---------------|------------------|
| Unincorporated EBRPD | 11,612 | \$530,722 |
|---------------------------------|---------------|------------------|

| | | |
|--------------------|----------|--------------------|
| Oakland Zoo | — | \$4,000,000 |
|--------------------|----------|--------------------|

Note:

- Allocations are per capita based on California Department of Finance 2008 Population Estimates.
- 5% local grant administration by EBRPD.
- Local agencies will set local priorities and select projects for funding.



CONTRA COSTA COUNTY

| 2008 AA Local Grant | 2008 Population | 2008 Allocation |
|------------------------|-----------------|-----------------|
|------------------------|-----------------|-----------------|

CITIES

| | | |
|-------------------|---------|-------------|
| Antioch | 100,361 | \$4,586,998 |
| Brentwood | 50,614 | \$2,313,312 |
| Clayton | 10,784 | \$492,883 |
| Concord | 123,776 | \$5,657,180 |
| Danville | 42,629 | \$1,948,358 |
| El Cerrito | 23,320 | \$1,065,840 |
| Hercules | 24,324 | \$1,111,728 |
| Lafayette | 23,962 | \$1,095,183 |
| Martinez | 36,144 | \$1,651,961 |
| Moraga | 16,138 | \$737,587 |
| Oakley | 33,210 | \$1,517,862 |
| Orinda | 17,542 | \$801,757 |
| Pinole | 19,193 | \$877,216 |
| Pittsburg | 63,652 | \$2,909,214 |
| Pleasant Hill RPD | 33,377 | \$1,525,495 |
| Richmond | 103,577 | \$4,733,985 |
| San Pablo | 31,190 | \$1,425,538 |
| San Ramon | 59,002 | \$2,696,685 |
| Walnut Creek | 65,306 | \$2,984,810 |

| | | |
|------------------------|----------------|---------------------|
| Cities Subtotal | 878,101 | \$40,133,590 |
|------------------------|----------------|---------------------|

UNINCORPORATED, CSA's / CSD's / RPD's

| | | |
|-----------------------------------|------------------|----------------------|
| Alamo and Green Valley | 17,896 | \$817,931 |
| Bay Point (Ambrose RPD) | 24,662 | \$1,127,177 |
| Clyde | 795 | \$36,321 |
| Crockett | 4,532 | \$207,144 |
| Port Costa | 266 | \$12,138 |
| Discovery Bay | 10,286 | \$470,124 |
| El Sobrante | 14,041 | \$641,740 |
| Green Valley RPD | 1,507 | \$68,873 |
| Kensington | 5,653 | \$258,358 |
| Bayview-Montalvin | 5,731 | \$261,953 |
| Tara Hills | 6,106 | \$279,086 |
| Pleasant Hill Area RPD | 4,555 | \$208,171 |
| Rodeo | 9,984 | \$456,305 |
| Unincorporated EBRPD | 67,560 | \$3,087,831 |

| | | |
|--------------------------------|----------------|--------------------|
| Unincorporated Subtotal | 173,573 | \$7,933,153 |
|--------------------------------|----------------|--------------------|

2008 Measure WW
Regional Parks Bond Extension Project List

Updated
7/1/2008

| # | Location | Project | Description | Total \$ |
|----|----------------|--|---|--------------|
| 16 | Coyote Hills | Complete park boundaries, restore marsh, build public use facilities | \$8.1 million to acquire remaining lands adjacent to Coyote Hills to complete park boundaries and preserve sensitive riparian wildlife habitat. Restore and expand existing marsh complex to include seasonal wetlands, coastal prairie grassland and reduce cattails. Enhance habitat for Salt Marsh Harvest Mouse and California Black Rail. Replace the aging visitor center with a state of the art facility to interpret the significant cultural and natural resources of the area. Add family camping opportunities at the reclaimed Dumbarton Quarry site and provide trail links to the Don Edwards Wildlife Refuge and Bay Trail. | \$ 8,100,000 |
| 17 | Crockett Hills | Expand park and improve public access | \$4 million to acquire scenic open space to expand this park near the West County communities of Crockett, Hercules and Rodeo. Build new public access, trails for all users and camp sites easily accessible from Highway 4 and the Cummings Skyway. | \$ 4,050,000 |
| 18 | Crown Beach | Improve visitor center, restore beach, complete park boundary | \$6.5 million to replace and expand the Crab Cove interpretive center, currently located in an outdated military building. Expand and restore Alameda Beach to increase space for beach recreation and protect the shoreline. Acquire appropriate surplus federal property if it becomes available. | \$ 6,480,000 |

Exhibit B
Parcel map of record on file in the
Alameda County Assessor's Office in 2008

RECORDED 8-31-1993

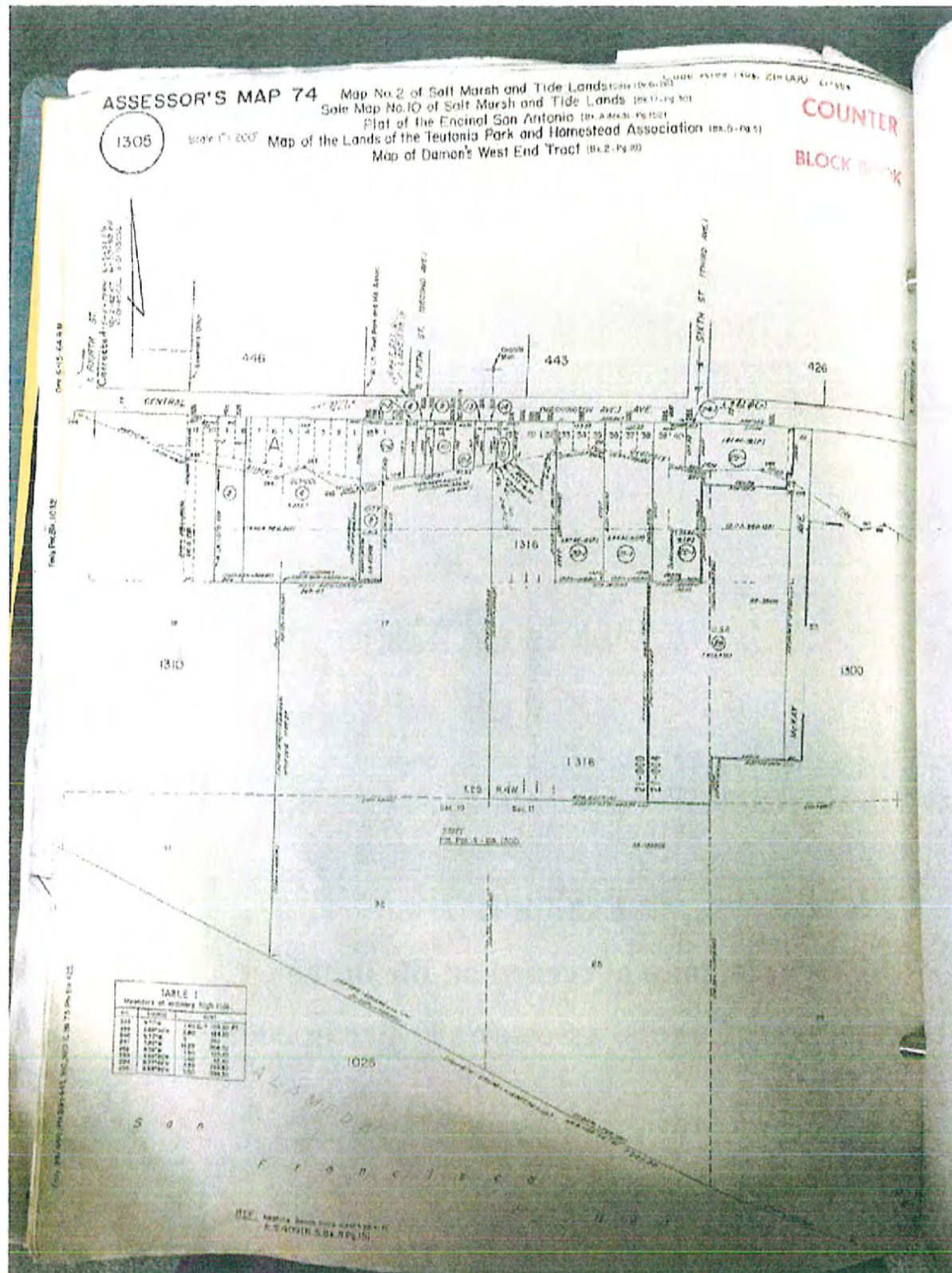


Exhibit C
City of Alameda Zoning Regulations for Open Space



City of Alameda

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[Major Projects](#)

[Minor Projects](#)

[Programs](#)

[General Plan](#)

[Zoning](#)

[Planning Board](#)

Look up zoning for any property in Alameda using [CommunityView GIS](#). The Alameda Zoning Map is also available as a static pdf file on the [Permit Center forms page](#). To verify actual zoning for a specific property, please contact the Planning information desk at (510) 747-6805. Click here for the [Zoning Ordinances](#).

Residential

- R-1 - One-Family Residence District
- R-2 - Two-Family Residence District
- R-3 - Garden Residential District
- R-4 - Neighborhood Residential District
- R-5 - General Residential District
- R-6 - Hotel Residential District

Commercial

- A-P - Administrative-Professional District
- C-1 - Neighborhood Business District
- C-2 - Central Business District
- C-C - Community-Commercial District
- C-M - Commercial-Manufacturing District

Industrial

- M-1 - Intermediate Manufacturing District
- M-2 - General Industrial District

Other Category

- M-X - Mixed Use Planned Development District
- E - Estuary District
- O - Open Space District

Combining Districts

- PD - Special Planned Development District
- A - Special Agricultural District
- B - Special Building Site District
- H - Special Height Limit District
- G - Special Government District
- T - Theatre Combining District
- Y - Special Yard District
- MF - Multifamily Residential Combining Zone

Alameda Point, including subdistricts:

- AP-WTC, Waterfront Town Center
- AP-MS, Main Street Neighborhood
- AP-E1 through E4, Enterprise
- AP-AR, Adaptive Reuse
- AP-OS, Open Space
- AP-NR/G, Nature Reserve/Government

North Park Street District, including subdistricts:

- NP-G, North Park Street Gateway
- NP-W, North Park Street Workplace
- NP-MU, North Park Street Mixed Use
- NP-M, North Park Street Maritime

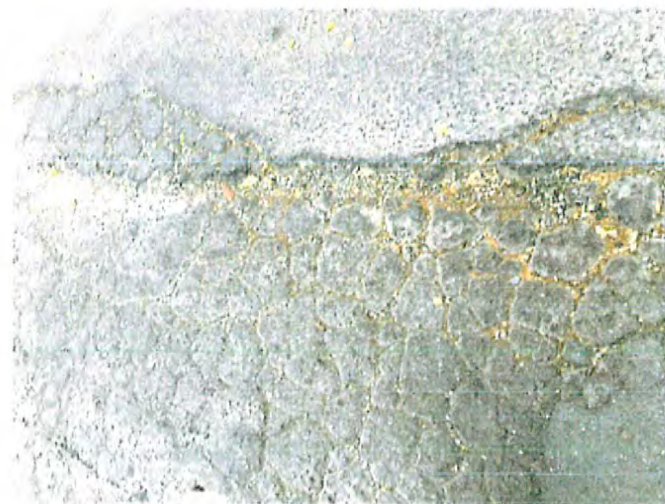
30-4.19 - O, Open Space District.

- a. *General* . The following specific regulations shall apply in all O Districts as delineated and described in the zoning map(s). It is intended that this district classification be applied on lands, tide lands and water areas suitable for recreational and aesthetic resources, and that the regulations established will promote and protect recreational uses, scenic vistas or reservation of land or water against the intrusion of improper uses.
- b. *Uses Permitted* .
 - 1. Public and private parks, parkways, playgrounds, beaches, lagoons or lakes, excepting buildings or structures thereon.
 - 2. Public and private golf courses, country clubs, excepting buildings or structures thereon.
 - 3. Public and private land or water preserves.
 - 4. Underground utility installations for local service.
- c. *Uses Permitted, Subject to Minor Design Review* . Subject to the adjacent property owner's ability to lease portion(s) of the public tidal lands within the "O" District, minor structures that are accessory to the adjacent residential use for the purpose of either: a) waterfront access, including but not limited to docks, and fences/gates not to exceed eight feet (8') in height above the dock, or b) landscape amenities, such as arbors, gazebos, and similar unenclosed structures not to exceed ten feet (10') in height, are permitted subject to approval process for improvements requiring minor design review, as outlined in Section 30-37 Design Review Regulations.
- d. *Uses Requiring Use Permits* . It is the intent of this paragraph that the following uses shall be reviewed by the Planning Board for their appropriateness in a specific location or for such other factors as safety, sanitation, design and visual attractiveness.
 - 1. Any structure or building (other than those described in subsection c. of this section) located within areas described in paragraphs b.1., 2. and 3.
 - 2. Above ground utility installations for local service.
 - 3. Publicly owned small craft marinas and related installations.
 - 4. Public and commercial concessionaire activities, uses and buildings.

(Ord. No. 1601 N.S.; Ord. No. 1992 N.S.; Ord. No. 2407 N.S. §§ 11, 12; Ord. No. 2920 N.S. § 10)

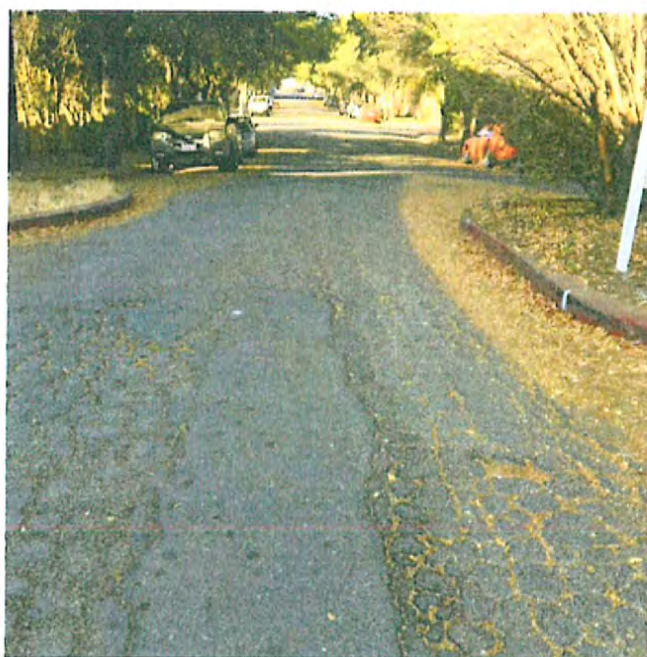
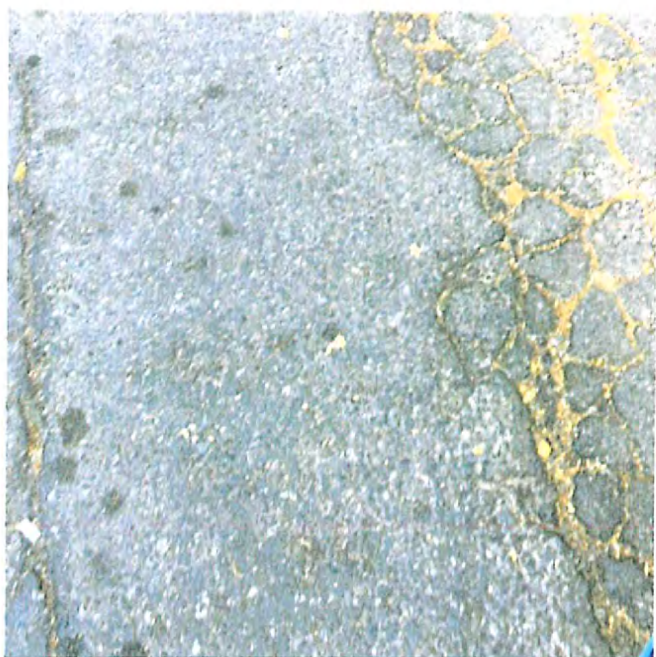
Exhibit D
Photographs as of 6/12/18 of the street and
sidewalk on McKay Avenue



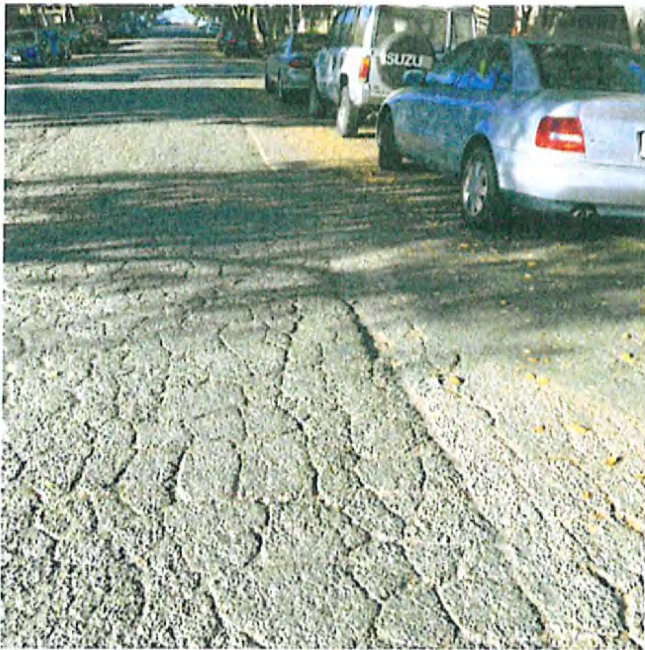
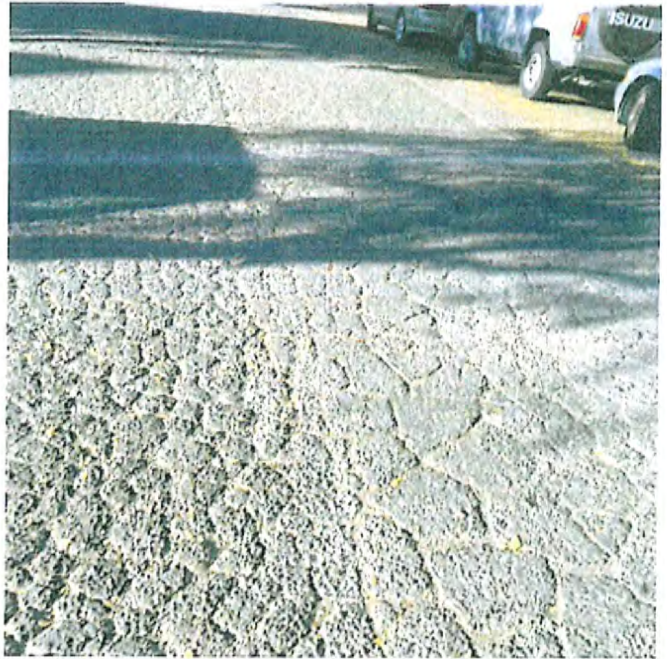


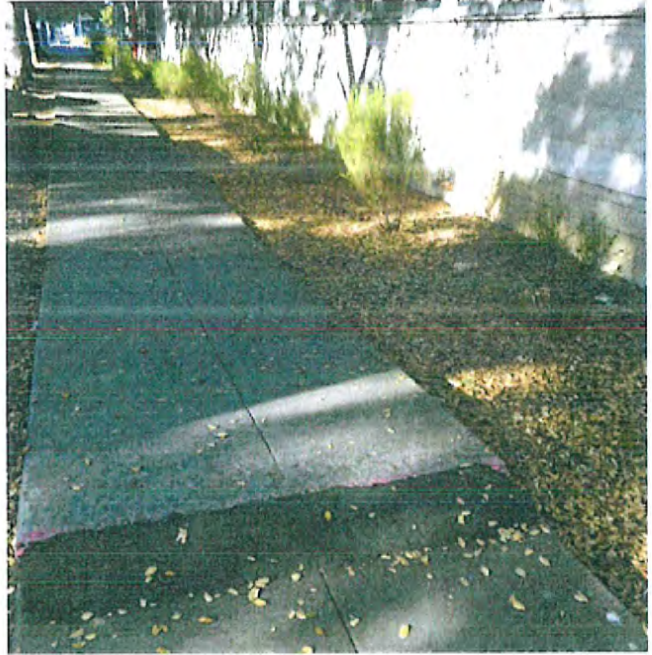














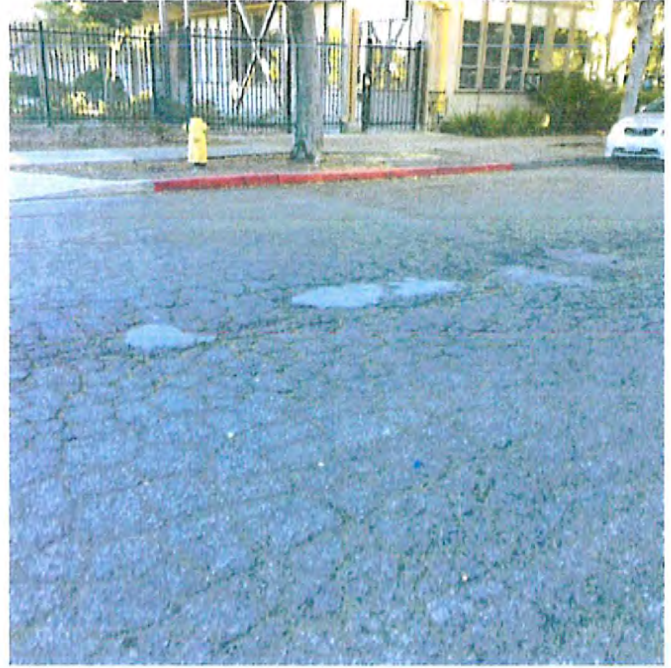
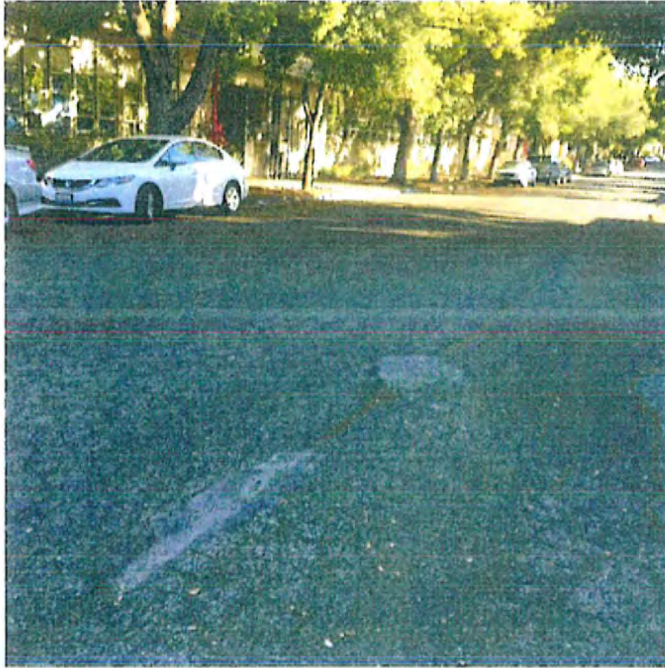


Exhibit E

Photos of the buildings asbestos and paint as of May 2018



Exhibit F

Alameda Magazine, April 8, 2015

Alameda Magazine

Sections Topics More



Why Alameda Has So Few Homeless Residents

Why Alameda Has So Few Homeless Residents

Social service servants take a proactive stance to keep roofs over residents' heads.

By Emily Wilson

4

Published: April 8, 2015



Terry Williams, and her children Zaakir, Nadiyyah, and Nairobi, live in APC housing.

WILLIAMS FAMILY BY CHRIS DUFFEY

Alameda, with a population of about 75,000, seems to have a startling lack of homelessness, especially compared with nearby communities such as Berkeley and Oakland. You don't see panhandlers or people pushing shopping carts with all their possessions.

Doug Biggs, president of Alameda's Social Services Human Relations Board, said that's because there just aren't a lot of people living on the street. Biggs went out with a few volunteers to do a count from 6 to 9 a.m. on a September day. They counted 17 people and interviewed eight. Of those eight, five were chronically homeless, and four of those five were from Alameda. Biggs said there are several reasons why there's not much of a transient homeless population.

"It's not tolerated here," he said. "Police are aware of people who are chronically homeless, and passer-throughs are encouraged to move on, so it's hard to get a foothold here. And there aren't many services—all the pantries and shelters are somewhere else."

Additionally, Biggs said the city focuses on keeping people from becoming homeless, trying to provide short-term rental subsidies or to put them in housing quickly.

"It's much better if someone doesn't become homeless in the first place," Biggs said. "If we can put them back in their homes and avoid the shelter experience, that's what we want to do."

That's why the city of Alameda, for example, provides some funds to prevent homelessness, said Liz Varela, the executive director of Building Futures, a nonprofit that runs Alameda's only shelter—Midway Shelter of Alameda—for victims of domestic violence and their children.

"It's for folks who have hit a bump in the road, whether it's a family breakup or a loss of a job, so they can't pay rent," Varela said. "We have a limited amount of funds to help them pay back rent and back utilities, and we help them come up with a plan, which people really need with the rents rising."

Seniors in Alameda seem to be particularly affected by higher rents. Ebony Brown, who directs case management at the nonprofit Alameda Family Services, said she is seeing longtime renters who moved to Alameda in their 40s or 50s now losing their housing.

"About 17 percent of the population we see are seniors, and out of those, 60 to 75 percent of them have issues having to do with having secure, stable housing," Brown said. "Some are having health issues, so they can no longer live alone, and some say their landlord raised the rent \$200 to \$300 and they can't afford it, and some were living with a family member who has left. That's the population we see who is struggling."

Rosemary Reilly, a lifelong Alameda resident who has run Meals on Wheels in the city for more than two decades, said the population she serves is struggling more. In the last 25 years, Reilly said she has seen an increase in need and more mental health issues. And some people don't have a support system, she said.

But in spite of that, Reilly said Alameda has a genuine sense of community, and people really want to help. Varela, with Building Futures, agreed.

"Alameda really cares and is thoughtful about people in need," Varela said.

Vice Mayor Marilyn Ezzy Ashcraft, who participated in the homeless count with Biggs, said the city works hard to prevent homelessness and get services to people who are on the street.

"I would say our city has a compassionate response," she said. "And also an informed response."

The city's police force has a homeless liaison officer, and the policy is to get resources to homeless people and try to interrupt the cycle, said Officer Alicea Ledbetter. Ledbetter, who works with the county's Crisis Intervention Services, gives workshops to educate other officers on dealing with homeless people. Over the last few years, the focus has been on more community policing and finding creative solutions, Ledbetter said. Also the nature of the city of Alameda is one reason homeless people are so scarce there, she said.

"Alameda is a very tight-knit community, so problems don't get overlooked," she said.

"People don't just turn their heads to things. They pay attention and want to hold everyone accountable. Also, Alameda is smaller, so it's more realistic than in bigger geography like Oakland."

Biggs has seen a change in how the city and its residents approach homelessness. Along with his work for the city's social services, he is executive director of the highly regarded Alameda Point Collaborative, which provides housing along with therapy, job training, case management, and academic classes at the former naval base.

Many Island residents were less than pleased when hundreds of formerly homeless people moved in there back in 1999.

"To say we weren't welcomed with open arms is an understatement," Biggs said. "There was definitely a perception that the homeless were invading Alameda, and community leaders talked about needing to arm themselves."

People don't say that anymore, and Biggs partly credits APC's Ploughshares Nursery with that attitude turnaround. The 3-acre nursery sits across from the Main Street ferry stop. The nursery, along with the adjacent 12-acre farm that the collaborative also runs, provides fresh produce in a food desert, along with job skills and work opportunities. This benefits everyone on the Island, Biggs said.

The collaborative houses about 500 residents, two-thirds of whom are children. There are

two tracks—temporary housing for two years and permanent. Lisa Dyas, director of fund development and community relations, said the plan now is to make both tracks permanent.

"We found that just when they were starting to get settled, they'd have to move, and the cycle would start over again," Dyas said. "It was creating more trauma for people."

Terry Williams, 35, has been living there for three years. She ended up in a Berkeley shelter to get away from domestic violence. Now she and her children live in a three-bedroom house, and she recently started an on-the-job training program. Williams likes that her children have a stable place to live with a park and their school nearby.

"This is more than just a place to lay your head at night. You can work on self-sustainability," Williams said. "There's more of a community here."

Add your comment:

Please enter the letters from the image below:



Audio Version [help](#)

Log in and Post Comment

Exhibit G

Current tatistics of homelessness in Alameda County, by City

ALAMEDA COUNTY

2017 EVERYONE COUNTS HOMELESS POINT-IN-TIME COUNT AND SURVEY

Every two years, during the last 10 days of January, communities across the country conduct comprehensive counts of the local homeless populations in order to measure the prevalence of homelessness in each local Continuum of Care.

The 2017 Alameda County Point-in-Time Count was a community-wide effort conducted on January 30, 2017. The entire county was canvassed by teams of volunteers and guides with lived experience. In the weeks following the street count, a survey was administered to 1,228 unsheltered and sheltered homeless individuals, in order to profile their experience and characteristics.

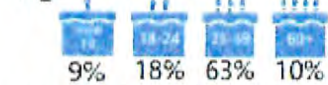
2017 Homeless Census Population



2017 Sheltered/Unsheltered Population



Age



Race/Ethnicity (Top Responses)



Gender



Residence Prior to Homelessness



Length of Time in Alameda County



Subpopulations



Chronically Homeless | 1,652 Individuals



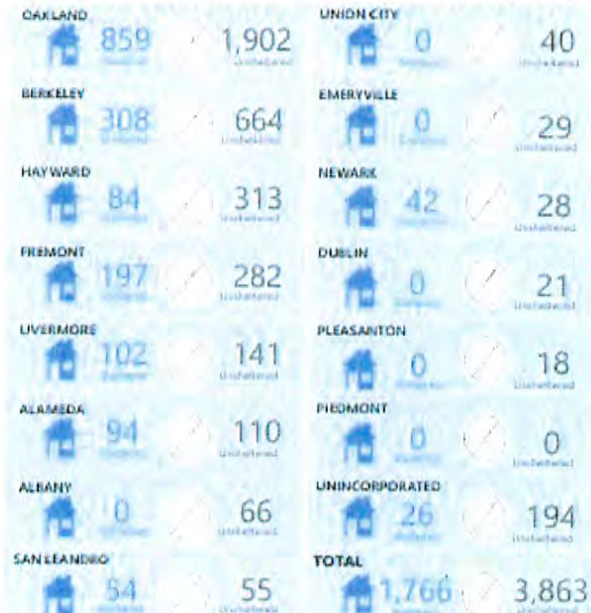
Veterans | 531 Individuals



Unaccompanied Transitional Age Youth | 919 Individuals



2017 Sheltered/Unsheltered Population by City



Household Breakdown



Single Adults | 4,533 Households with 4,846 members



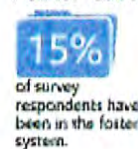
Families | 270 Families with 711 members



Unaccompanied Children | 72 Individuals



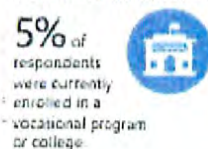
Foster Care



Justice System Involvement



Post K-12 Education



Self Reported Health

Current health conditions affecting housing stability or employment of the
(Note: Multiple response question; numbers will not total to 100%)



Disabling Conditions

Respondents reported the number of conditions that limited their ability to maintain work or housing. Many reported multiple conditions.

12% of survey respondents reported having two disabling conditions.

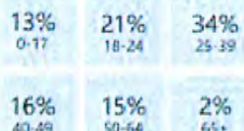
18% of survey respondents reported having three disabling conditions.

First Homelessness Episode



40% of those experiencing homelessness for the first time were homeless for one year or more

Age at First Episode of Homelessness



Primary Cause of Homelessness (Top 6 Responses)



What Might Have Prevented Homelessness (Top 4 Responses)



Not Interested in Housing

2% Only 2% of survey respondents said they were not interested in Independent, Affordable Rental Housing or Housing with Supportive Services.



Services and Assistance

73% of survey respondents reported receiving benefits

Services Currently Accessing (Top 6 Responses)



Reasons for Not Accessing Shelter Services (Top 6 Responses)



*Subpopulation Definitions

Chronically Homeless

An individual with a disabling condition or a family with a head of household with a disabling condition who:

- Has been continuously homeless for 1 year or more and/or;
- Has experienced 4 or more episodes of homelessness within the past 3 years.

Veterans

Persons who have served on active duty in the Armed Forces of the United States. This does not include inactive military reserves or the National Guard unless the person was called up to active duty.

Families

A household with at least one adult member (persons 18 or older) and at least one child member (persons under 18).

Unaccompanied Children

Children under the age of 18 who are homeless and living without a parent or legal guardian.

Transition-Age Youth

Young adults between the ages of 18 and 24 years old.

Alameda County will release a comprehensive report of The EveryOne Home 2017 Homeless Count and Survey in Summer 2017. For more information about EveryOne Home and effort to address homelessness in Alameda County please visit www.EveryOneHome.org

Source: Applied Survey Research. (2017). Alameda County Homeless Census & Survey. Watsonville, CA.

From: Angela Fawcett <angelapwhoa@gmail.com>
Sent: Friday, July 20, 2018 3:22 PM
To: DBiggs@apcollaborative.org; rhonda.rance@gsa.gov; Ritta, Theresa (PSC/RLO/RPM) <Theresa.Ritta@psc.hhs.gov>
Subject: McKay Avenue (620 Central Avenue) EA Study Comments - Revised

Please see attached letter with revised comments on the EA study done for the property on McKay Avenue with a physical address of 620 Central Avenue (Federal Center.)

Sent from my iPhone

Begin forwarded message:

> From: "Ritta, Theresa (PSC/RLO/RPM)" <Theresa.Ritta@psc.hhs.gov>
> Date: August 14, 2018 at 9:48:30 AM PDT
> To: Angela Fawcett <angelapwhoa@gmail.com>
> Cc: "Doug Biggs (DBiggs@apcollaborative.org)" <DBiggs@apcollaborative.org>, Rhonda Rance - 9PZR <rhonda.rance@gsa.gov>
> Subject: FW: McKay Avenue (620 Central Avenue) EA Study Comments - Revised
>
> Ms. Fawcett:
>
> HHS became aware that the subject property is within the jurisdiction of the San Francisco Bay Conservation and Development Commission. Therefore, we have revised our response to Friends of Crab Cove's comment accordingly. For ease of reference, HHS' response subsequent "FOCC-12" has been revised.
>
> Regards,
>
> Theresa Ritta, Program Manager
> Office: (301) 443-6672
> Mobile: (202) 823-1348
>
> From: Ritta, Theresa (PSC/RLO/RPM)
> Sent: Wednesday, August 8, 2018 12:42 PM
> To: 'Angela Fawcett' <angelapwhoa@gmail.com>
> Cc: DBiggs@apcollaborative.org; rhonda.rance@gsa.gov
> Subject: RE: McKay Avenue (620 Central Avenue) EA Study Comments - Revised
>
> Ms. Fawcett:
>
> Please see attached letter from HHS responding to Friends of Crab Cove's comments to the subject EA.
>

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> Regards,
>
> Theresa Ritta, Program Manager
> Office: (301) 443-6672
> Mobile: (202) 823-1348
>
> From: Angela Fawcett <angelapwhoa@gmail.com>
> Sent: Friday, July 20, 2018 3:22 PM
> To: DBiggs@apcollaborative.org; rhonda.rance@gsa.gov; Ritta, Theresa (PSC/RLO/RPM)
<Theresa.Ritta@psc.hhs.gov>
> Subject: McKay Avenue (620 Central Avenue) EA Study Comments - Revised
>
> Please see attached letter with revised comments on the EA study done for the property on McKay
Avenue with a physical address of 620 Central Avenue (Federal Center.)

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 28 day of ~~September~~ ^{August}, 2018, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and Douglas Herring & Associates, a sole proprietor, whose address is 1331 Linda Vista Drive, El Cerrito, CA 94530 (the "Provider"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: environmental consulting services to prepare a Mitigated Negative Declaration for the Alameda Federal Center Reuse project in accordance with the California Environmental Quality Act. City staff requested proposals from two environmental consultants and selected the Provider, who has prepared similar documents for the City of Alameda and is able to provide these services at a lower cost and with less need for City staff resources and review and oversight than other firms.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for preparation of a Mitigated Negative Declaration for the Alameda Federal Center Reuse project upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 28th day of ~~September~~ ^{August}, 2018, and shall terminate on the first day of September 2019, unless terminated earlier as set forth herein.

This Agreement may be mutually extended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Community Development Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Community Development Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. **COMPENSATION TO PROVIDER:**

a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the Community Development Director or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. The total compensation for the work under this Agreement is not to exceed \$20,446.00.

4. **TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. **INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. **NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race,

religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Workers' Compensation:

Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

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D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-

providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
Community Development Department
2263 Santa Clara Ave, Room 120
Alameda, CA 94501
ATTENTION: Andrew Thomas
Ph: (510) 747-6881 / Fax: (510) 865-4053

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

Douglas Herring & Associates
1331 Linda Vista Drive
El Cerrito, CA 94530
ATTENTION: Douglas Herring
Ph: (510) 237-2233 / Fax: (510) 237-2363

18. SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws,

ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

23. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

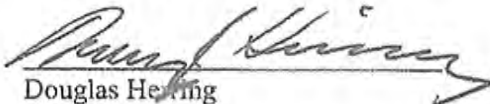
25. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

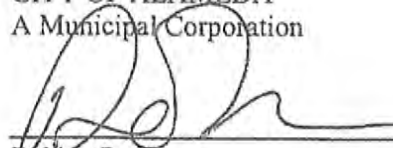
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Douglas Herring & Associates
A Sole proprietor



Douglas Herring
Principal

CITY OF ALAMEDA
A Municipal Corporation



Debbie Potter
Community Development Department

APPROVED AS TO FORM:
City Attorney



Celena Chen
Assistant City Attorney

Andrew Thomas
Assistant Community Development Director
City of Alameda
2263 Santa Clara Ave,
Alameda, CA 94501
Dear Andrew,



April 18, 2018

The Alameda Point Collaborative is submitting this application requesting the removal of the G Overlay on the 3.65 acres former Alameda Federal Center on McKay Ave (APN: 74-1305-26-2) and revising the General Plan Amendment to change the General Plan designation for the site from Federal Facility to Office designation in order to be consistent with the zoning for the site.

In April of 2017, the site was declared surplus by GSA and suitable for homeless use. APC, as an eligible homeless service provider, submitted an application to the Department of Health and Human Services (HHS). In December of 2017, the Health and Human Services Department of the Federal Government approved our request for conveyance of the property (see attached letter dated 12/13/17). A condition of the conveyance is that we submit a request to the City to remove the G Overlay.

The underlying zoning for the site is Administrative-Professional. APC proposes to develop the site as a recuperative care and senior housing facility with medical services as well as a resource center for Alamedans who are at risk for homelessness or newly homeless. All of these plans are permitted uses within the A-P zoning:

| A-P permitted uses | Proposed uses |
|---|--|
| Medical facilities, including, but not limited to the following: (a) Dental clinics, (b) Hospitals, (c) Medical clinics, (d) Medical laboratories, (e) Nursing and convalescent homes, (f) Radiologist laboratories, (g) Rest homes, (h) Sanitariums. | A facility to provide housing and general care for highly vulnerable homeless elders with complex medical conditions. A facility for the recuperative care of homeless convalescing patients with medically complex conditions departing from hospitals or undergoing intensive medical treatment. Primary Care Health Clinic providing on-site medical and mental health care for residents and clients of the recuperative care and senior housing facilities. |
| Offices of an administrative and professional nature | Resource Center with offices for case workers and outreach workers to meet with clients |

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Biggs", with a long, sweeping horizontal line extending to the right.

Doug Biggs
Executive Director

677 West Ranger Avenue, California 94501

Alameda Point Collaborative

510-898-7800 PHONE 510-898-7858 FAX www.apcollaborative.org

000085



September 26, 2018

**NOTICE OF AVAILABILITY OF MITIGATED NEGATIVE DECLARATION
AND
PUBLIC HEARINGS FOR
MCKAY AVENUE WELLNESS CENTER PROJECT**

Notice is Hereby Given that the City of Alameda acting as the Lead Agency under the California Environmental Quality Act has prepared a draft Mitigated Negative Declaration evaluating the potential environmental impacts associated with McKay Avenue Wellness Center Project.

Wellness Center Project Description: The proposed project includes a General Plan amendment to change the General Plan land use designation for the approximately 3.65 acre property being surplus by the Federal Government located on the west side of McKay Avenue (APN 74-1305-26-2) from "Federal Facilities" to "Office" and a Zoning Map Amendment to remove the Special Government Combining District (G) Overlay designation ("G Overlay") from the property. The proposed amendments are necessary to allow use of the property by the Alameda Point Collaborative (the "applicant") for operation of a "Wellness Center". The property is currently developed with 79,880 square feet of space within eleven (11) vacant structures, which were constructed in 1942 to support a training facility and barracks for the US Maritime service during World War II. The applicant plans to rehabilitate or replace existing buildings and landscape and parking areas to provide for: 90 units of assisted senior housing, a 50-bed medical respite center, a 1,000 square foot resource center, and a 7,000 square foot Primary Care Health Clinic. The site location, site context, and site plan are shown the Mitigated Negative Declaration and Project Application.

A copy of the Mitigated Negative Declaration (MND) and Project Application is available for review on the City's website at: <http://www.alamedaca.gov/planning/major-planning-projects>. The documents are also on file in the City of Alameda Planning and Building Department, 2263 Santa Clara Avenue, Room 190, Alameda, California 94501. The documents are available for public review between the hours of 8:30 a.m. and 3:00 p.m. Monday through Thursday (excluding holidays).

Public Hearing Schedule: The City of Alameda Planning Board will hold a public hearing to consider public comment on the documents and make a recommendation to the Alameda City Council on the draft MND and the proposed project on **October 8, 2018**. The Alameda City Council will hold a public hearing to consider the draft MND and General Plan and Zoning Map Amendments and make a decision on the proposed project on **December 4, 2018**. Both hearings will begin at 7:00 PM in the City Council Chambers, 3rd Floor of City Hall, 2263 Santa Clara Avenue, Alameda, California.

Public comments on the MND and the proposed project should be submitted at least 10 days before the public hearing to be included in the published packet of information for review and consideration by the Planning Board and/or City Council. Additional comments may be made verbally or submitted in writing at the public hearings. Comments to be included with the public hearing materials should be sent to Andrew Thomas, Interim Planning Building and Transportation Director, City of Alameda, 2263 Santa Clara Avenue, Room 190, Alameda, California 94501 by October 8, 2018, by 4:00 p.m. or email athomas@alamedaca.gov. Phone: 510-747-6881



City of Alameda

Meeting Agenda

Planning Board

Monday, October 8, 2018

7:00 PM

City Hall, 2263 Santa Clara Avenue, Council
Chambers, 3rd Floor, Alameda, CA 94501
Meetings held the second and fourth Mondays of
each month at 7:00 p.m.

1 **CONVENE**

2 **FLAG SALUTE**

3 **ROLL CALL**

President Mitchell, and Board Members Burton, Cavanaugh, Curtis, Saheba,
Sullivan and Teague

4 **AGENDA CHANGES AND DISCUSSION**

5 **ORAL COMMUNICATIONS:**

Anyone may address the Board on a topic not on the agenda under this item
by submitting a speaker's information slip, subject to the 3-minute time limit.

6 **CONSENT CALENDAR**

7 **REGULAR AGENDA ITEMS**

- 7-A [2018-6056](#) PLN18-0198 - McKay Wellness Center - Applicant: Alameda Point Collaborative Public Hearing to consider a Mitigated Negative Declaration, Zoning Map Amendment and General Plan Land Use Diagram and text amendment to allow conveyance of approximately 3.65 acres of land (APN 74-1305-26-2) from the Federal Government to the Alameda Point Collaborative for use as a Wellness Center for formerly and currently homeless individuals. A draft Mitigated Negative Declaration has been prepared pursuant to the California Environmental Quality Act (CEQA)

Attachments: [Exhibit 1 Applicant's application and proposal](#)
[Exhibit 2 2018 Homeless Needs Report](#)
[Exhibit 3 Draft Mitigated Negative Declaration](#)
[Exhibit 4 Draft Resolution of Approval](#)
[Item 7-A Public Comment](#)



PLANNING PERMIT APPLICATION

Community Development • Planning Division
2263 Santa Clara Ave., Rm. 190 Alameda, CA 94501-4477
510.747.6805 • TDD: 510.522.7538 • alamedaca.gov

Project Address: McKay Ave. Federal Center

APN: 74-1305-26-2

Property on the Alameda Historical Buildings Study List? No / Yes – Designation: No

Property subject to a Business/Homeowners Association? No / Yes - Association Name: No

Check all applicable permits: (* indicates supplemental forms/materials required)

- | | | |
|--|---|---|
| <input type="checkbox"/> Accessory Dwelling Unit* | <input checked="" type="checkbox"/> General Plan Amendment* | <input type="checkbox"/> Subdivision* |
| <input type="checkbox"/> Certificate of Approval* | <input type="checkbox"/> Planned Development/Amendment* | <input type="checkbox"/> Use Permit* |
| <input type="checkbox"/> Density Bonus Application* | <input type="checkbox"/> Preliminary Review Application | <input type="checkbox"/> Variance* |
| <input type="checkbox"/> Design Review* | <input checked="" type="checkbox"/> Rezoning* | <input type="checkbox"/> Zoning Letter/Compliance Determination |
| <input type="checkbox"/> Development Plan/Amendment* | <input type="checkbox"/> Sign Permit * | <input type="checkbox"/> Other: _____ |

Project Description: (attach additional sheets if necessary) Remove G overlay and revise General Plan Amendment on the former Federal Center on McKay Ave. to be transferred to the Alameda Point Collaborative via the GSA Notice of Determination of Homeless Suitability Process

Property Owner(s): U.S. General Services Administration

Address: Mailbox 950 United Nations Plaza, 4th Floor NW, Room 4345 City: San Francisco State: CA Zip: 94102

Email: _____ Phone: _____ (mobile): _____

Applicant(s): (if different from owner) Alameda Point Collaborative

Address: 677 W. Ranger Ave City: Alameda State: CA Zip: 94501

Email: dbiggs@apcollaborative.org Phone: 510-898-7849 (mobile): 510-455-0378

Hazardous Materials: Pursuant to CA Gov't Code Section 56962.5 regarding notifying the City of hazardous waste and/or hazardous substance sites, the project site: ☐ IS / ☒ IS NOT (check one) included on any of the hazardous waste or substances lists consolidated by the State of California. If on a list, provide the following information:

Reg. ID #: _____ Problem: _____ Date of List: _____

Fee Refunds shall be issued to: ☐ OWNER ☐ APPLICANT ☐ OTHER (provide contact information below)

Name: _____ Address: _____

Phone: _____ Email: _____

BOTH SIGNATURES REQUIRED BELOW

Property Owner: I hereby certify under penalty of perjury, that I am the owner of record of the property described herein and that I consent to the action requested herein. If I am not the applicant, I hereby authorize the applicant stated above to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit and any and all standard and special conditions that may be imposed. Further, I hereby authorize the City of Alameda employees and officers to enter upon the subject property as necessary to inspect the premises and process this application.

X

Property Owner(s) Signature [REQUIRED]

_____ Date

Property Owner or Applicant: I hereby certify that I have read this application form and that information in this application and all the exhibits are complete, true and correct. I understand that any misstatement or omission of the requested information or of any information subsequently requested may be grounds for rejecting the application, deeming the application incomplete, denying the application, suspending or revoking a permit issued on the basis of these or subsequent representation, or for the seeking of such other and further relief as may seem proper to the City of Alameda. For applications subject to a time and materials charge, I hereby agree to pay the City of Alameda all incurred costs for staff time and materials associated with review and processing of this application, even if the application is withdrawn or not approved. I understand that one or more deposits may be required to cover the cost noted herein at such time as required by the Community Development Director to ensure there are adequate funds to cover anticipated time and material costs. I expressly acknowledge and agree that failure to pay a written invoice for additional funds within 14 days of date of invoice shall constitute the applicant's withdrawal of the application. I further acknowledge that some application fees are non-refundable and payment does not guarantee approval of the application.

X

Owner/Applicant Signature [REQUIRED]

_____ Date

FOR OFFICE USE ONLY

File #: _____ Date Received: _____ Received By: _____

Zoning: _____ GP: _____



CITY OF ALAMEDA
2263 SANTA CLARA AVENUE, ROOM 190
ALAMEDA, CA 94501

(510) 747-6800
FAX (510) 865-4053

Entitlement : PLN18-0198

Applicant Information

ALAMEDA POINT COLLABORATIVE
ALAMEDA POINT COLLABORATIVE
677 W. RANGER AVE
ALAMEDA CA, 94501
5104550378

Contractor Information

,

Owner Information

UNITED STATES OF AMERICA
1301 CLAY ST
OAKLAND, CA 94612-5598

Project Information

Status: **Applied**

Type: **Entitlement**

Category: **NA**

Sub-Type: **NA**

Parcel Number: **074-1305-026-02**

Job Address: **0 MCKAY AVE**

Work Description: **GENERAL PLAN AMENDMENT AND REZONING OF THE FORMER FEDERAL CENTER ON MCKAY AVENUE TO REMOVE THE "G" GOVERNMENT OVERLAY**

Applied: **04/19/2018**

Finalized:

Issued:

Expired:

Valuation: **\$1,000.00**

INSPECTIONS

Building: (510) 747-6830 (7:30 - 8:30 AM)

Plumbing & Mechanical: (510) 747-6830 (7:30 - 8:30 AM)

Public Works: (510) 747-7930

Electrical: (510) 747-6830 (7:30 - 8:30 AM)

Fire: (510) 337-2120

Design Review: (510) 747-6805

FEE DESCRIPTION

| <u>FEE DESCRIPTION</u> | <u>ACCOUNT CODE</u> | <u>UNITS</u> | <u>FEE AMOUNT</u> | <u>PAID</u> |
|------------------------|---------------------|--------------|-------------------|-------------------|
| Filing Fee | 481003-37450 (1050) | 1 | \$50.00 | \$50.00 |
| Filing Fee | 481003-37450 (1050) | 1 | \$50.00 | \$50.00 |
| Technology Fee | 481003-33063 (1051) | 1 | \$186.63 | \$186.63 |
| Records Management Fee | 482001-37900 (6210) | 1 | \$52.26 | \$52.26 |
| Other Deposit | 209-22310 (1070) | 3656 | \$3,656.11 | \$1,389.86 |
| Community Planning Fee | 481005-33064 (8765) | 1 | \$5.00 | \$5.00 |
| TOTALS: | | | \$4,000.00 | \$1,733.75 |

RECEIPT #

PAYMENT METHOD

CHECK #

PAYOR:

RECEIPT DATE

RECEIPT AMOUNT

522531

Credit Card

DOUGLAS BIGGS

05/08/2018

\$4,000.00

Cashier: DSABLAN

Total Payments:

\$4,000.00

Balance Due:

\$2,266.25



If a page does not load, please enable "pop-ups" in your browser.

En Español

In English



Planning

Home Occupation Permit or Zoning Clearance

Search Applications

Record PLN18-0198:
Entitlement
Record Status: Applied

Record Info ▾

Payments ▾

Custom Component

Fees

Outstanding:

04/19/2018

405326

\$2,266.25

Pay Fees

Total outstanding fees: \$2,266.25

Paid:

04/19/2018

405326

\$1,389.86

View Receipt

000090

04/19/2018

405325

\$50.00

[View Receipt](#)

04/19/2018

405325

\$50.00

[View Receipt](#)

04/19/2018

405325

\$52.26

[View Receipt](#)

04/19/2018

405325

\$5.00

[View Receipt](#)

[< Prev](#) Additional
Results: 12 [Next >](#)



City of Alameda

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[Home Occupation Permit or Zoning Clearance](#) [Search Applications](#)

Record PLN18-0198: Entitlement Record Status: Applied

[Record Info](#)

[Payments](#)

[Custom Component](#)

Fees

Outstanding:

| Date | Invoice Number | Amount | |
|------------------------------------|----------------|------------|--------------------------|
| 04/19/2018 | 405326 | \$2,266.25 | Pay Fees |
| Total outstanding fees: \$2,266.25 | | | |

Paid:

| Date | Invoice Number | Amount | |
|----------------------------|----------------|----------|------------------------------|
| 04/19/2018 | 405325 | \$186.63 | View Receipt |

< [Prev](#) Additional Results: **12** [Next](#) >

Total paid fees: \$1,733.75

000092



PHOTO No. 05
ROOF PARAPET
BRACING



PHOTO No. 06
TYPICAL BUILDING BASEMENT
(CROW SPACE)



PHOTO No. 15
BUILDING 2D
SECOND FLOOR INTERIOR VIEW



PHOTO No. 16
BUILDING 2D
SECOND FLOOR INTERIOR VIEW



PHOTO No. 31
BUILDING 1
FOUNDATION/ENTRY STEPS, CRACKS

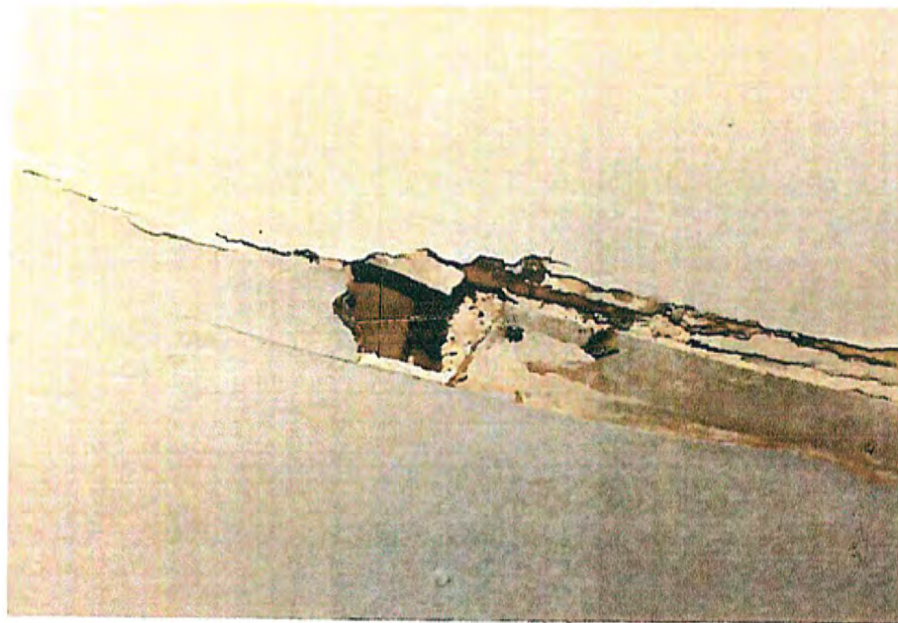
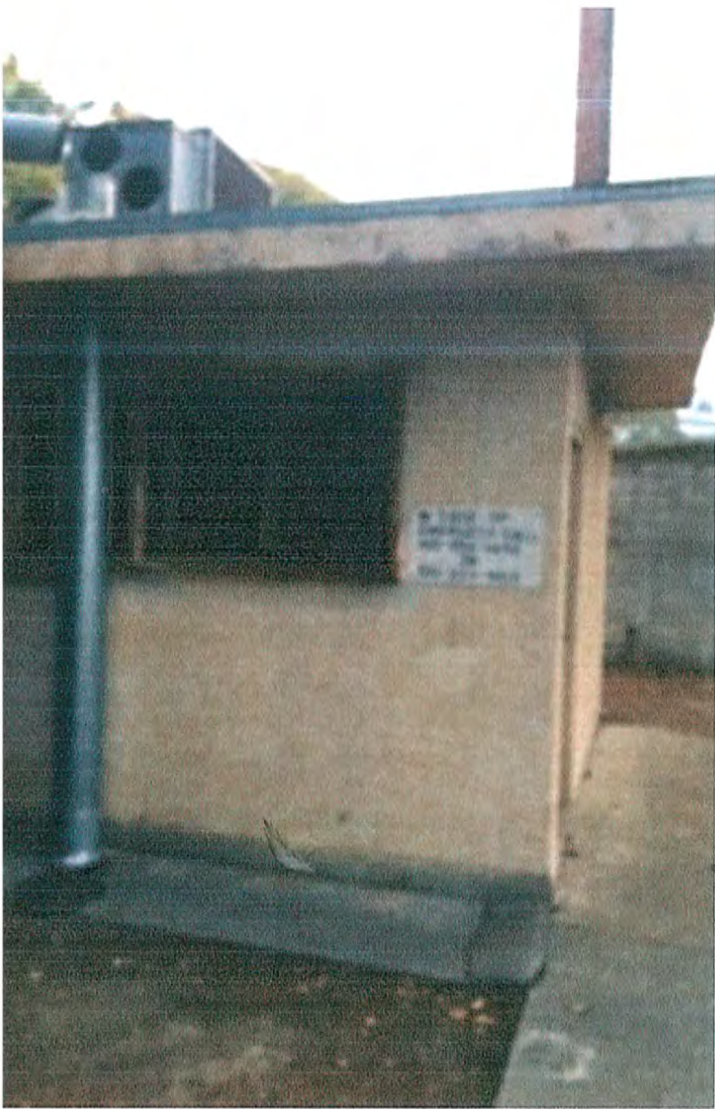


PHOTO No. 32
BUILDING 2D
CONCRETE FLOOR CRACKS



000096

Buildings

Evaluation Criteria The criteria used in evaluation were designed to fit the needs and particular circumstances of this project. They are based on a combination of the criteria for listing in the National Register of Historic Places, for inclusion in the State Historic Resources Inventory, and for designation as an Alameda Historical Monument. These criteria can be divided into the broad categories of architectural significance, historical significance, environmental significance, and design integrity.

Architectural Significance has to do with the style of a historic resource, the reputation and ability of the architect, the quality of the design, its uniqueness and its execution, and the materials and methods of construction.

Historical Significance comes from an association with the lives of persons or important events which have made a significant contribution to the community, state or nation; or from an association with broad patterns of cultural, social, political, economic, or industrial history; or the urban development of Alameda.

Environmental Significance has to do with the continuity or character of a street or neighborhood with a historical resource's setting on the block, its landscaping, and its visual prominence as a landmark or symbol of the city, neighborhood, or street.

Design Integrity has to do with alterations which have been made over time to the original materials and design features of the resource.

Evaluation Procedure The evaluators viewed each of the 10,500 buildings and sites, and decided, based upon the evaluation criteria, whether it was significant enough to be considered for preservation. If so, the address or description is included in the Historical Building Study List (https://alamedaca.gov/sites/default/files/document-files/files-inserted/historical_building_study_list.pdf). The List is continually being updated and revised by the Historical Advisory Board. Revisions to the List are filed with the City Clerk.

Affected property owners are notified prior to the Historical Advisory Board taking any action to change the List. A property may be removed from the List by Board action if, in the considered opinion of the majority of the Board, a structure has been altered to such an extent as to have removed all historic value or context.

In using this List, please note that most addresses listed are based on field observation. Occasionally a corner building will have addresses on two streets. Sometimes both are listed; sometimes only one. Regardless of how it is listed, the entire parcel associated with an address is covered by the listing.

 **Historical Building Study List**

(https://alamedaca.gov/sites/default/files/document-files/files-inserted/historical_building_study_list.pdf)

Key to Notation – Historical Building Study List

Each property on the List is preceded by an uppercase letter in parentheses which indicates the type of historic resource located on the property.

N - A historic resource of the highest quality, eligible for listing in the National Register of Historic Places, usually because of its architectural significance. These are of the highest priority for inclusion on the list of Alameda Historical Monuments.

S - A historic resource distinguished by its architectural, historical, or environmental significance, eligible for inclusion in the State Historic Resources Inventory, and of secondary priority for inclusion on the list of Alameda Historical Monuments. Many of these are also eligible for listing in the National Register of Historic Places. Others would be eligible if design integrity were restored.

B - A resource which, due to its scale, massing, materials, style, and other features, is similar to a nearby "N" or "S" resource and serves as Background support for it. These resources are eligible for inclusion in a group or district nomination to the National Register of Historic Places.

E - A resource which, by itself, might be insignificant, but which, together with its neighbors, forms an Environment which is distinguished by its continuity, its setting, its urban design features, and its integrity. This resource derives its significance from its association with neighboring resources.

H - A resource which may have Historical importance because of its apparent age or location, or may have architectural importance because of its similarity to other buildings done by important architects and/or builders. Historic research should precede further evaluation of this resource.

Some of the buildings and resources have been further studied by the City or private individuals. The form or report may be on file with the City Planning Department, and is indicated by a lowercase letter following the address.

n - Included on the National Register of Historic Places.

np - Nomination form for National Register of Historic Places designation has been prepared.

s - A State Historic Resources Inventory form has been prepared.

sg - A group State Historic Resources Inventory form has been prepared.

ap - An Alameda Historical Monument report has been prepared.

Adams Street

| | |
|-----|------|
| (H) | 2837 |
| (H) | 2841 |
| (H) | 3100 |

| | |
|-----|---------|
| (S) | 1421,sg |
| (S) | 1423,sg |
| (S) | 1448,sg |
| (S) | 1452 |
| (-) | 1454,sg |

Cedar Street

| | |
|-----|-----|
| (H) | 840 |
| (H) | 842 |
| (H) | 855 |
| (S) | 862 |
| (B) | 864 |
| (H) | 865 |
| (H) | 877 |
| (B) | 878 |
| (B) | 882 |
| (S) | 883 |
| (B) | 886 |

Centennial Avenue

| | |
|-----|-----|
| (H) | 908 |
| (H) | 912 |

Central Avenue

| | |
|-----|--------|
| (H) | 210 |
| (S) | 401 |
| (H) | 453-61 |
| (S) | 478 |
| (H) | 478-C |
| (H) | 478-D |
| (S) | 500 |
| (E) | 501 |
| (H) | 502 |
| (E) | 503 |

| | |
|-----|--------------------|
| (E) | 507 |
| (E) | 509 |
| (H) | 510 |
| (H) | 510 1/2 |
| (E) | 511 |
| (E) | 517 |
| (E) | 519 |
| (E) | 523 |
| (S) | 527 |
| (H) | 553 |
| (S) | 600,s |
| (S) | 620- Federal Cntr. |
| | 620-Boat |
| (S) | Building |
| (H) | 637 |
| (S) | 722 |
| (S) | 729 |
| (S) | 730-736 |
| (S) | 731 |
| (B) | 741 |
| (S) | 743 |
| (B) | 745 |
| (B) | 749 |
| (B) | 753 |
| (B) | 755 |
| (B) | 759 |
| (B) | 761 |
| (H) | 769 |
| (S) | 800,sg |
| (S) | 801,s |
| (B) | 803 |
| (S) | 804,sg |
| (B) | 805 |
| (B) | 808,sg |
| (S) | 811 |
| (B) | 812,sg |
| (S) | 815 |
| (S) | 816,sg |
| (B) | 819 |
| (S) | 825 |
| (S) | 833 |

Declaration of Karen Miller:

The following is based on my personal knowledge except those items alleged on information and belief and as to it, I believe it to be true:

1. On April 5, 2018, I attended the Meet Your Public Officials, presented by the League of Women Voters. Each Official present would hold private conversations, answer questions with 4 individuals for 5 minutes each.

2. I spoke with Edmond Rodrigues who is the Fire Chief for the City of Alameda. He advised me that the proposal for the proposed facility (Wellness Center on McKay Avenue) had been put out without knowledge of or input from the Fire or Police Department. He said that he and the Police Chief had just been asked about for an estimate of the potential impact on their staffing and budget. He said that if the Drop-in Center was part of the project, he anticipated that there would be an increase in the need for emergency services (both medical and possible fire) and that his current staffing and budget would not cover the anticipate increases. He does not think that this area is the appropriate place to put a drop-in center. He is concerned about the impact on the park and the neighborhood.

Executed in Alameda, California under penalty of perjury on November 26, 2018.

Date:

Karen Miller
Karen Miller

Declaration of Liza Morse:

The following is based on my personal knowledge except those items alleged on information and belief and as to it, I believe it to be true:

1. I made a Request under the Public Records Act (PRA) to the City of Alameda, for proof of any mailing of the Notice under CEQA for the October 8, 2018, Planning Board hearing on the McKay Avenue Wellness Center Project Mitigated Negative Declaration.

2. I received an email from the City of Alameda, from Andrew Thomas that included a photocopy of mailing labels, with the total cost of mailing for each of the categories of mailings.

3. I made a follow up request under the PRA for any proof that Notices were mailed, including the date, receipt for postage paid, and any cover letters sent with the Notice. I also did a PRA of the document returned from the County of Alameda Clerk/Recorder which bears the Clerk's number assigned to the Filing, and the date Filed and Posted.

4. No further documents have been provided.

5. The Alameda Sun is the newspaper which publishes City of Alameda legal notices. On September 27, 2018, it published the Notice of the October 8, 2018 hearing on September 27, 2018, giving eleven days notice of which 4 days were legal holidays. In pertinent part it reads as follows:

NOTICE IS HEREBY GIVEN that public hearings will be held at a meeting of the Planning Board of the City of Alameda on Monday, October 8, 2018 at or after 7:00 p.m., at City Hall, 2263 Santa Clara Avenue 3rd Floor, Council Chambers, Alameda, regarding the following:
1. McKay Avenue Wellness Center Project - Public Hearing to consider a Mitigated Negative Declaration, Zoning Map Amendment and General Plan Land Use Diagram amendment to allow conveyance of 3.65 acres of land from the Federal Government to the Alameda Point Collaborative for use as a Wellness Center for formerly and currently homeless individuals. The proposed project includes a General Plan amendment to change the General Plan designation from "Federal Facilities" to "Office" and a Zoning Map Amendment to remove the Government Combining District designation ("G -Overlay") from the property. The proposed amendments are necessary to allow use of the property for 90 units of assisted senior housing, a 50-bed medical respite center, a 1,000 square foot resource center, and a 7,000 square foot Primary Care Clinic. A draft Mitigated Negative Declaration has been prepared pursuant to the California Environmental Quality Act (CEQA). See **BATES 106**, attached hereto which is a true and correct copy of the Notice on page 7 of the Alameda Sun, dated September 27, 2018.

6. As of November 21, 2018, I have received no proof that any Notices were mailed by the City of Alameda for the October 8, 2018, Planning Board hearing.

7. During the first week of October 2018, I went to the office of the Alameda County Clerk/ Recorder at 1106 Madison Street Oakland to search for the Notice for the October 8, 2018, Planning Board hearing on the McKay Avenue Wellness Center Project Mitigated

Negative Declaration.

8. I asked at the Information Desk about the procedures for searching for documents and was given a number and referred to a window where a staff person gave me specific advice.

9. I searched both available binders for public "Postings". No notice was posted for the Planning Board Hearing on October 8, 2018.

10. The only notice posted for the City of Alameda was Alameda County Clerk Filing No. 18-365 posted October 3, 2018, for the Encinal Terminal EIR. See **BATES 107** which is a true and correct copy of the Alameda County Clerk cover sheet for 18-365.

11. On November 19, 2018, I returned to the Alameda County Clerk/Recorder's office and once again reviewed all available public "Postings". No Posting had been filed for the City of Alameda for the upcoming December 4, 2018, hearing before the Alameda City Council Meeting For McKay Avenue Wellness Center General Plan Amendment, Zoning Amendment, and Mitigated Negative Declaration.

12. On November 19, I went to City Hall, Planning and Building Department Room 190, to review the MND and Project Application. The MND was available, but some items that were used in making the MND were not. I requested 4 items: The missing maps listed as WQ-1 and WQ-2 in MND, but not included in the MND, and two "personal communications" between HERRING, one with Sam Tabibnia, and one with Alison Kirk.

13. On November 21, 2018 just before 12pm, I received an email from Andrew Thomas of the City of Alameda. He provided Maps WQ-1 and WQ-2, and an email from Sam Tabibnia. He provided nothing from Alison Kirk, writing that it was a phone conversation. See **BATES 108 - 111**, which is a true and correct copy of the email and attachments I received from Andrew Thomas.

14. On November 21, 2018, I once again returned to the Alameda County Clerk/Recorder's office and once again reviewed all available public "postings". No new Posting had been filed for the City of Alameda after the Encinal Terminals EIR. The last Posting was No. 18-446 on November 21, 2018.

15. As of November 22, 2018, the City Council Agenda and supporting informational documents were not available for the December 4, 2018 meeting.

16. As of November 22, 2018, the Planning Packet for the McKay Avenue Wellness Center had not been updated to include maps WQ-1 and WQ-2 at pages 50, 51 of the Mitigated Negative Declaration, and were not available to the general public.

17. On November 24, 2018, I did a PRA for any Proof of Service of the Notice for the McKay Avenue Wellness Project, December 4, 2018 hearing.

18. The Sun published the notice for the City Council Hearing to be held December 4, 2018 on November 22, 2018, giving 12 days notice of which 5 were holidays. **BATES 112** attached hereto is a true and correct copy of that Notice. In pertinent part it reads as follows:

NOTICE OF PUBLIC HEARING

1)....

2) Adoption of Resolution adopting a Mitigated Negative Declaration, General Plan Land Use Diagram and Text Amendment,; and Introduction of Ordinance Amending Alameda Zoning Map for the Property on the West Side of McKay Avenue (APN 74-1305-26-2) to Remove the G Government Combining District Designation to Allow for Private Use of the Property for a Wellness Center for Formerly and Currently Homeless Individual; and . . .

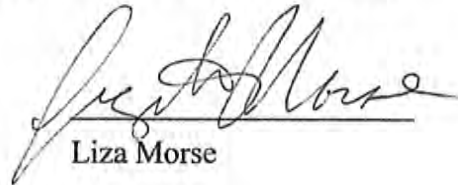
3)

Interested persons are invited to attend and be heard on the matters.

Executed in Alameda, California under penalty of perjury on November 26, 2018.

Date:

11/26/2018



Liza Morse

ENVIRONMENTAL DECLARATION

PROJECT NAME AND ADDRESS
 Project Name:
 12345 Santa Clara Avenue, Room 120
 Mountain View, CA 94035

FOR COUNTY CLERK USE ONLY
 FILED
 ALAMEDA COUNTY

OCT 11 2006

SEEN BY: _____ County Clerk
 Date: _____

FILE NO. 18-365

CLASSIFICATION OF ENVIRONMENTAL DOCUMENT (PLEASE MARK ONE (1) ONE CLASSIFICATION)

1. NOTICE OF EXEMPTION / STATEMENT OF EXEMPTION

- ☐ 1.A - STATUTORY / OR CATEGORICALLY EXEMPT
- ☐ 1.B - NO NO - COUNTY CLERK HANDLING FEE

2. NOTICE OF DETERMINATION (NOD)

- ☐ 2.A - NEGATIVE DECLARATION OR MITIGATED NEG. DEC.
- ☐ 2.B - STATE FILING FEE
- ☐ 2.C - NO NO - COUNTY CLERK HANDLING FEE

3. ENVIRONMENTAL IMPACT REPORT (EIR)

- ☐ 3.A - STATE FILING FEE
- ☐ 3.B - NO NO - COUNTY CLERK HANDLING FEE

From: ANDREW THOMAS <

1.ATHOMAS@alamedaca.gov>

Date: Wed, Nov 21, 2018, 11:37 AM

Subject: Documents

To: Liza PWHOA <lizapwhoa@gmail.com>

Cc: Celena Chen <cchen@alamedacityattorney.org>, LARA WEISIGER
<LWEISIGER@alamedaca.gov>

Liza:

Per your request for informaton, I have attached Fig WQ-1 and WQ-2 and a copy of the email from Sam Tabibnia, personal communications to our EIR consultant.

The Alison Kirk communication was a phone conversation with the environmental consultant.

The Fehr and Peers consultants reference is a reference to Table TR-1, provided by Fehr & Peers.

Figure WQ 1 and 2 are attached.

Hope this is helpful to you.

Have a nice Thanksgiving.

- Andrew

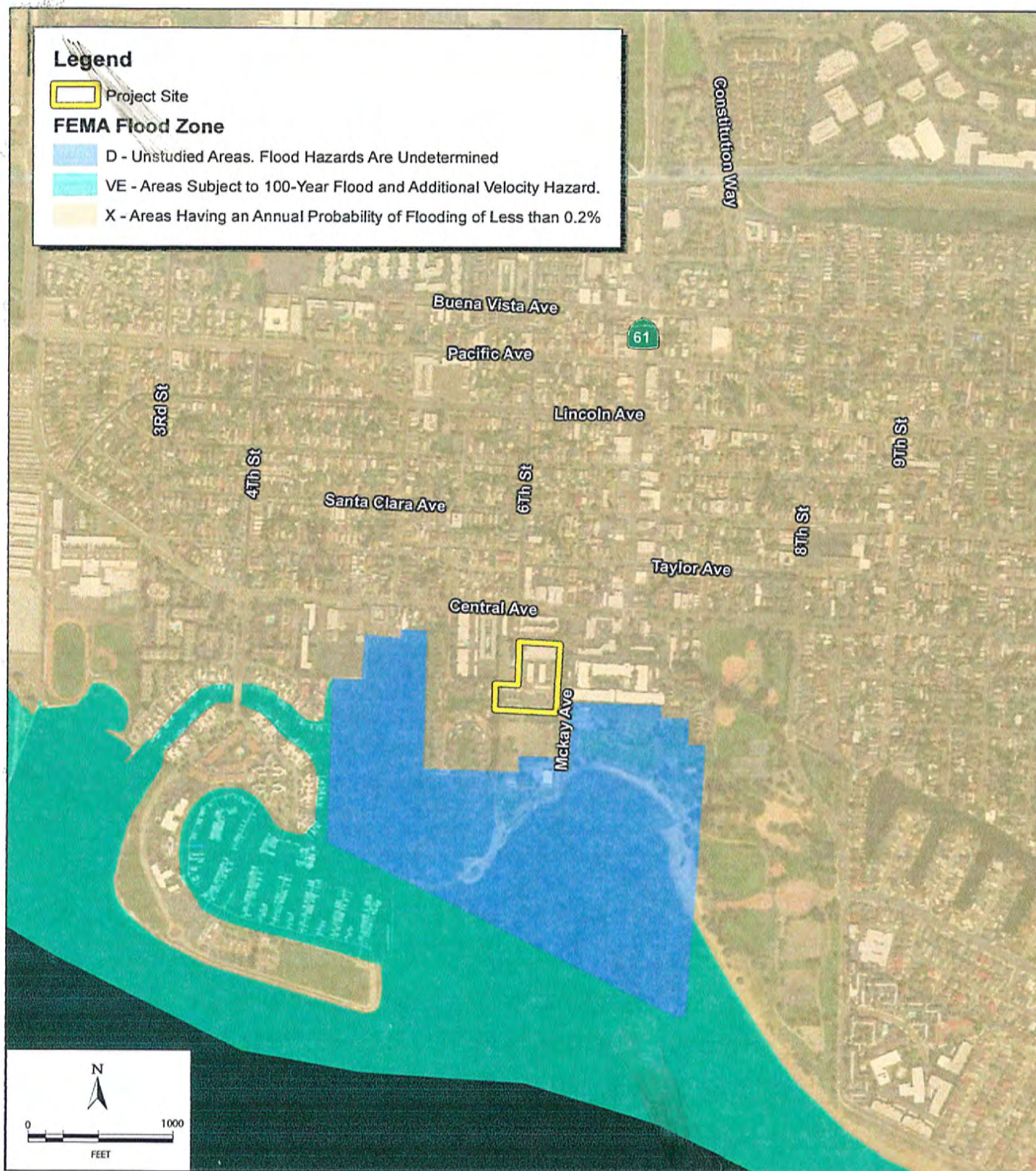


Figure WQ-1

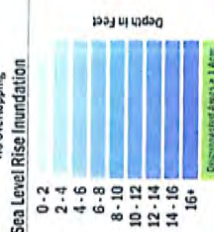
Flood Hazard Map

Source: Firstcarbon Solutions

MHHW + 66" SEA LEVEL RISE

SUR + STORM SURGE SCENARIOS LISTED BELOW COULD BE APPROXIMATED BY THE INFORMATION SHOWN ON THIS MAP.

24" SLR • 100-Year Storm Surge
30" SLR • 50-Year Storm Surge
36" SLR • 25-Year Storm Surge
42" SLR • 5-Year Storm Surge
48" SLR • 2-Year Storm Surge
52" SLR • 1-Year Storm Surge



| Chap | Page | Page | Page |
|------|------|------|------|
| 0 | 0.2 | 0.4 | 0.6 |
| 1 | 0.8 | 0.9 | 1.0 |

Journal Transverse Mercator NAD83 Zone 10N



June, 2017

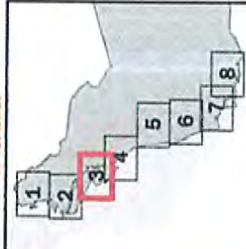
[illegible]

Figure WQ-2

Projected Bay Area Coastal Inundation Areas Due to Sea Level Rise

Source: Firstcarbon Solutions

From: Sam Tabibnia <s.tabibnia@fehrandpeers.com>

Subject: RE: McKay Homeless Assisted Living and Resource Center MND and Traffic Study - August 17, 2018??

Date: August 30, 2018 at 4:29:06 PM PDT

To: Doug Herring <doug@douglasherring.us>

Doug,

I am estimating the ADT on Central to be about 11,000 vehicles per day west of Webster and about 17,000 vehicles per day east of Webster.

Can you please provide a template or sample section and we will write the transportation section. Also, let me know if you need any other information in advance and we'll prioritize.

-Sam

000111

residents. Great tele-
ences, quiet, with stable
incomes. Contact Gil
Michaels at 510-523-
2867, or email satis-
fats510@mailstation.com

LEGAL NOTICES

FICTITIOUS BUSINESS NAME STATEMENT FILE #550655

The following individual is
doing business as: **Keith
McMillen Instruments** at
970 Miller Ave., Berkeley,
Alameda County, CA
94708 is hereby regis-
tered by the following

**Hayward Hills Health
Care Center** at 3060
Mercer University Dr.,
Ste. 200, Atlanta, DeKalb
County, GA 30341 is here-
by registered by the fol-
lowing owner(s) **Hayward
Hills Operating Company
GP LLC** at Atlanta, GA
30346. Business con-
ducted as a Limited
Partnership. The regis-
trant has not yet begun to
transact business using
the fictitious business
name listed above. This
statement was filed with
the County Clerk-Recorder

RG18925162

PETITION OF: Jodie Susan McFarlane-Moran TO ALL INTERESTED PERSONS:

1. Petitioner: Jodie Susan
McFarlane-Moran filed a
petition with this court for
a decree changing names
as follows: Present name:
**Jodie Susan McFarlane-
Moran**. Proposed name:
Jodie Susan Moran.
2. THE COURT ORDERS
that all persons inter-
ested in this matter
appear before the court
at the hearing indicated
below to show cause, if
any, why the petition for
change of name should
not be granted. Any
person objecting to the
name change described
above must file a written
objection that includes
the reasons for the objec-
tion at least two court
days before the matter
is scheduled to be heard
and must appear at the
hearing to show cause
why the petition should
not be granted. If no writ-
ten objection is timely
filed, the court may grant
the petition without a
hearing.

NOTICE OF HEARING a. Date: 12/7/2018, Time: 11:30 a.m., Dept. 24

b. The address of the
court is 1221 Oak St.,
Oakland, CA 94612.
c. A copy of this Order
to Show Cause shall be
published at least once
each week for four suc-
cessive weeks prior to
the date set for hearing
on the petition in the
following newspaper of
general circulation,
printed in this County:
Alameda. This statement
was filed with the County
on 10/23/2018.
Wynne S. Carvill,
Judge of the Superior
Court

AS 1387 11/1, 11/8, 11/15, 11/22/2018

ORDER TO SHOW CAUSE FOR CHANGE OF NAME CASE NUMBER: RG18925845

PETITION OF: Alexandria Alfa Schermerhorn Cousens

TO ALL INTERESTED PERSONS:

1. Petitioner: Alexandria
Alfa Schermerhorn
Cousens filed a peti-
tion with this court for a
decree changing names
as follows: Present
name: **Alexandria
Alfa Schermerhorn
Cousens**. Proposed
name: **Alexandria Alfa
Schermerhorn Patton**.
2. THE COURT ORDERS
that all persons inter-

ested in this matter
appear before the court
at the hearing indicated
below to show cause, if
any, why the petition for
change of name should
not be granted. Any
person objecting to the
name change described
above must file a written
objection that includes
the reasons for the objec-
tion at least two court
days before the matter
is scheduled to be heard
and must appear at the
hearing to show cause
why the petition should
not be granted. If no writ-
ten objection is timely
filed, the court may grant
the petition without a
hearing.

NOTICE OF HEARING a. Date: 12/7/2018, Time: 11:30 a.m., Dept. 24

b. The address of the
court is 1221 Oak St.,
Oakland, CA 94612.
c. A copy of this Order
to Show Cause shall be
published at least once
each week for four suc-
cessive weeks prior to
the date set for hearing
on the petition in the
following newspaper of
general circulation,
printed in this County:
Alameda. This statement
was filed with the County
on 10/22/2018.
Wynne S. Carvill,
Judge of the Superior
Court

AS 1389 11/1, 11/8, 11/15, 11/22/2018

FICTITIOUS BUSINESS NAME STATEMENT FILE #550411

The following individual is
doing business as: **Well
In The West** at 830 Page
St., Berkeley, Alameda
County, CA 94710 is
hereby registered by
the following owner(s)
Lauren Kaneko-Jones at
830 Page St., Berkeley,
CA 94710. Business con-
ducted as an individual.
The registrant began to
transact business using
the fictitious business
name listed above on
10/3/2018. This state-
ment was filed with the
County Clerk-Recorder
of Alameda County on
10/3/2018.

AS 1389 11/1, 11/8, 11/15, 11/22/2018

FICTITIOUS BUSINESS NAME STATEMENT FILE #551305

The following individual
is doing business as:
Oakland Fiber at 1091
Calcot Pl. #314, Oakland,
Alameda County, CA
94606 is hereby regis-
tered by the following
owner(s) **Sheng Lor** at
1091 Calcot Pl. #314,
Oakland, CA 94606.
Business conducted as an
individual. The registrant
has not yet begun to
transact business using
the fictitious business

name above on
statement the Count
of Alameda
10/30/201
AS 1387 11/3, 1

FICTITIOUS NAME STATEMENT FILE #551

The follow
is doing b
Dan Elect
Teagard
Leandro,
CA 94577
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Recorder
County of
AS 1389 11/8,

FICTITIOUS NAME STATEMENT FILE #55

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AS 1389 11/8,

ORDER CAUSE NAME C RG1892 PETITIO

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NOTICE OF HEARING

NOTICE IS HEREBY GIVEN that public hearing(s) will be held before a meeting of the Zoning Administrator of the City of Alameda on **Monday, December 3, 2018** at or after 3:00 p.m., at City Hall, 2263 Santa Clara Avenue 3rd Floor, Conference Room 368, Alameda, regarding the following:

1. **PLN18-0468 - 1525 Park Street - Applicant: Kelly Storms**. Public hearing to consider a use permit for the operation of a cycling studio with extended hours of operation. The cycling studio will operate from 5 a.m. to 10 p.m. Monday through Sunday, where standard hours are between 7 a.m. and 10 p.m. The property is located within the C-C-T (Community Commercial, Theatre Combining) zoning district. Pursuant to Alameda Municipal Code Section 30-4.9A(c) athletic facilities require the approval of a use permit to operate in the C-C-T district. This project is categorically exempt from the California Environmental Quality Act (CEQA) Section 15301 - Existing Facilities.

Notice is hereby further given that if you challenge the proposed project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Community Development Department at, or prior to the public hearing. (Government Code Section 65009(b)(2)).

All persons interested in said matters in any way whatsoever are invited to appear at said hearing(s) in support of or in opposition to said proposals.

Andrew Thomas, Zoning Administrator
AS 1431 11/22/2018

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Alameda City Council will hold Public Hearings in the City Hall Council Chambers, 2263 Santa Clara Avenue, Alameda, California, on Tuesday, December 4, 2018 at or after 7:00 p.m. to consider:

1) Adoption of a Resolution Amending Master Fee Resolution No. 12191 to Add New and Revise Existing Recreation and Park Fees;
2) Adoption of Resolution Adopting a Mitigated Negative Declaration, General Plan Land Use Diagram and Text Amendment; and Introduction of Ordinance Amending Alameda Zoning Map for the Property on the West Side of McKay Avenue (APN 74-1305-26-2) to Remove the G Government Combining District Designation to Allow for Private Use of the Property for a Wellness Center for Formerly and Currently Homeless Individual; and
3) Introduction of Ordinances: "Amending the Alameda Municipal Code by Amending Section 30-10 (Cannabis) to (1) Add Cannabis Retail Businesses as Conditionally Permitted Uses in the C-1, Neighborhood Business, and C-M, Commercial-Manufacturing Zoning Districts, (2) Amend Certain Portions of the Zoning Code to Enable Cannabis Retail Businesses to Dispense Non-Medical or "Adult Use" Cannabis, and (3) Amend Certain Portions of the Zoning Code to Remove the Dispersion Requirement; and Amending the Alameda Municipal Code by Amending Article XVI (Cannabis Businesses) of Chapter VI (Businesses, Occupations and Industry) to (1) Eliminate the Cap on Testing Laboratories, (2) Allow for Two Additional Cannabis Businesses to Operate as "Dispensary/Delivery" (Delivery Required) Within the Zoning Districts for Cannabis Retail, (3) Amend the Dispersion Requirement to Require No More Than Two Cannabis Retail Businesses to Operate on Either Side of Grand Street, (4) Create a Two-Tier Buffer Zone from Sensitive Uses for Cannabis Businesses, (4) Amend Certain Portions of the Regulatory Ordinance to Enable Cannabis Retail Businesses to Dispense Non-medical or "Adult Use" Cannabis, (5) Modify Requirements for Off-Island Delivery, and (6) Make Other Clarifying or Conforming Amendments Thereto

Interested persons are invited to attend and be heard on the matters.

Lara Weisiger, City Clerk
AS 1430 11/22/2018

Garage Sales

MUSEUM ESTATE SALES benefit your community. Some proceeds go to the Alameda Museum. Call Dennis Evanosky for more information 772-5209.

POST YOUR GARAGE SALE HERE for \$1 per word per week. Alameda Sun is a weekly Thursday paper. Please submit your ad by noon on Tuesday. Email jstratler@alamedasun.com.

Recorded at the Request of
Old Republic Title Company-
Oakland

117009334

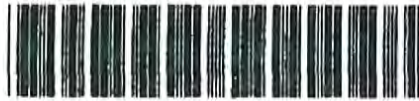
Portion, 620 Central Avenue (Neptune Pointe)
Alameda, CA 94501-3826
GSA Control No. 9-N-CA-1604-AA



2015305533

11/16/2015 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 0.00



14 PGS

RECORDING REQUESTED BY:

United States General Services Administration
Public Buildings Service
Office of Real Property Utilization & Disposal (9PZ)
50 United Nations Plaza (4th Floor North)
San Francisco, CA 94102-4912

**WHEN RECORDED, MAIL DOCUMENT
AND TAX STATEMENT TO:**

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605
Attn: Land Acquisition

Exempt from recording fees pursuant to
Government Code Section 27383

No tax due-R&T 11922
Government Agency Acquiring Title

OK
14
HT

Portion of APN: 074-1305-026

City of: Alameda.

QUITCLAIM DEED

This Quitclaim Deed is made this 9th day of November, 2015, by and between the United States of America (also referred to as the "GRANTOR" OR "GOVERNMENT"), acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of Chapter 5 of Title 40, U.S. Code, and regulations and orders promulgated thereunder, and East Bay Regional Park District, a California special district (hereinafter referred to as the "GRANTEE").

NOW THEREFORE, the GRANTOR, for good and valuable consideration, as referenced in the settlement agreement entitled "Agreement between the State of California, the East Bay Regional Park District, and the United States of America", dated October 20, 2015, regarding the disposition of a Declaration of Taking captioned as *United States v. 1.41 Acres*, filed on April 18, 2014 in federal court and docketed as N.D.Cal Civil Docket Number C 14-1781, subject to reservations, conditions and covenants set forth below, does hereby remise, release and forever quitclaim to the GRANTEE, all of GRANTOR'S right, title and interest in and to that certain real property (hereinafter "Property"), located in the County of Alameda,

State of California, as more particularly described in Exhibit "A-1" and shown on Exhibit "A-2" attached hereto and made a part hereof.

I. TOGETHER WITH all of GRANTOR'S right, title and interest in and to:

A. All buildings, facilities, roadways, utility systems, and other improvements and infrastructure located on the **Property**.

II. SUBJECT TO THE FOLLOWING RESERVATIONS:

A. **GRANTOR** hereby reserves for itself, as well as for any successors and assigns of all or any portion of the Retained Parcel (as defined below), for the benefit of the Retained Parcel a perpetual non-exclusive appurtenant easement to drain water over, across, through and under the **Property**, following historic patterns or through existing storm, drainage or flood control infrastructure. **GRANTOR** (as opposed to its successor in interest) shall not have any obligation for maintenance, repair or replacement of any such existing infrastructure within the **Property**. This reservation is intended to benefit that portion of 620 Central Avenue in Alameda, California, which the **GRANTOR** will continue to own following this conveyance (the "Retained Parcel"), as shown on Exhibit "B". **GRANTEE** acknowledges and agrees that the Retained Parcel may be subdivided and fully developed in accordance with applicable law for residential, commercial, government or other purpose by the **GRANTOR** or any successors in interest and assigns. The easement reserved in this reservation is for the benefit of the Retained Parcel and runs with the land. **GRANTOR**, its successors and assigns, and **GRANTEE** both understand and acknowledge that the **Property** and/or the Retained Parcel may be developed in the future. Upon such development, neither party will take action to modify or interfere with historic drainage flows unless drainage is provided in a reasonable manner, according to customary and reasonable drainage standards in place at the time of such development.

B. **GRANTOR** hereby reserves unto itself, non-exclusive easements for access and use of existing water (potable and fire suppression) infrastructure on the **Property** that provides for the delivery of water services to the Retained Parcel. Subject to the following, neither party, and their successors and assigns, shall take any action to block or interfere with water service (or any other utilities) to either the **Property** or the Retained Parcel. **GRANTEE** shall assume all expense in maintaining such water infrastructure during the time the Retained Parcel is owned by **GRANTOR**. In the event the **GRANTOR** or **GRANTEE** takes action to segregate the water infrastructure prior to any conveyance of the Retained Parcel, **GRANTOR** shall release this reservation upon segregation of water infrastructure. **GRANTOR** further reserves a 12 month temporary easement (commencing upon the recordation of this Deed and terminating 12 months thereafter) for the purposes of accessing and relocating any other utilities (excluding water) that benefit the Retained Parcel; in the event the **GRANTOR** fails to remove any utilities (excluding water) then those utilities are presumed to be abandoned in place. In the event the Retained Parcel is conveyed by **GRANTOR** to a third party prior to segregation of utilities as referenced in this paragraph, **GRANTOR'S** successor in interest shall be required to segregate any such water infrastructure at its expense within one year after issuance of building permits for development on the Retained Parcel, and this reserved easement shall terminate upon such segregation.

III. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the **GRANTEE**, its successors and assigns, in perpetuity:

A. **GRANTEE** covenants and agrees that the conveyance is subject to any and all existing covenants, conditions, reservations, easements, restrictions, rights-of-way, rights, agreements, encumbrances, recorded or unrecorded, and to the reservations, rights and covenants set forth herein.

B. Except as otherwise provided herein, or as otherwise provided by law, the **GRANTEE** acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the **Property**, and that the **Property** is conveyed "as is" and "where is" without any representation, promise, agreement, or warranty on the part of the **GRANTOR** regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions and no claim for any allowance or deduction upon such grounds will be considered. The **GRANTEE** further acknowledges that the **GRANTOR** shall not be liable for any latent or patent defects in the **Property** except to the extent required by applicable law.

C. **NOTICE OF THE PRESENCE OF ASBESTOS.** (a) **GRANTEE**, its successors and assigns, are warned that the **Property** contains asbestos-containing materials that are believed to be non-friable; (b) **GRANTEE**, its successors and assigns, shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the **Property**, including any asbestos hazards or concerns; (c) No warranties, either expressed or implied, are given with regard to the condition of the **Property** including, without limitation, whether the **Property** does or does not contain asbestos or is or is not safe for a particular use. The failure of **GRANTEE**, its successors and assigns, to inspect or to be fully informed as to the condition of all or any portion of the **Property** shall not constitute grounds for any claim or demand against **GRANTOR**; (d) The description of the **Property** set forth, and any other information provided herein with respect to said **Property** was based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limited to, the agency having custody over the **Property** and/or any other Federal agency, shall not constitute grounds or reason for any claim by **GRANTEE**, its successors and assigns against **GRANTOR**, including, without limitation, any claim for allowance, refund, or deduction from the purchase price; (e) **GRANTOR** assumes no liability for damages for personal injury, illness, disability or death to **GRANTEE** or to **GRANTEE**'s successors, assigns, employees, invitees, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the **Property**, whether **GRANTEE**, its successors or assigns has properly warned or failed to properly warn the individual(s) injured; (f) **GRANTEE** further agrees by acceptance of this instrument of conveyance for itself, its successors and assigns, and each successor in interest to the **Property**, or any portion thereof, that in its use and occupancy of the **Property**, it will comply with all Federal, State, and local laws relating to asbestos.

D. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT. (a) GRANTEE hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d ("Title X"), of the presence of any known lead-based paint and/or lead-based paint hazards in buildings constructed prior to 1978 on the **Property**; (b) GRANTEE covenants and agrees that in any improvements on the **Property** defined as target housing by Title X and constructed prior to 1978, lead-based paint hazards will be disclosed to potential occupants in accordance with Title X before any use of such improvements as a residential dwelling. Moreover, GRANTEE covenants and agrees, for itself and its assigns, that in any improvements on the **Property**, lead-based paint hazards will be abated in accordance with Title X before use and occupancy of such improvements as residential dwellings; (c) GRANTEE covenants and agrees that in its use and occupancy of the **Property** it will comply with Title X and all applicable Federal, State and local laws relating to lead-based paint; and that GRANTOR assumes no liability for damages for personal injury, illness, disability or death to the GRANTEE, its successors or assigns, or any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the **Property** described in the Quitclaim Deed, whether GRANTEE, its successors or assigns has properly warned or failed to properly warn the individual(s) injured. GRANTEE further agrees to indemnify, defend and hold harmless the GRANTOR from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazards on the **Property**; (d) GRANTEE covenants and agrees that it will comply with all Federal, State, local, and any other applicable law(s) regarding the lead-based paint hazards with respect to the **Property**.

E. HAZARDOUS SUBSTANCES

1. NOTICES REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, Grantor gives notice that the attached Exhibit "C" provides an index of environmental conditions and investigative and cleanup actions taken with respect to the **Property** and that the attached Exhibit "D" contains a table with (to the extent such information is available): (1) the type and quantity of hazardous substances that were known to have been released or disposed of or stored for one year or more on the **Property**; (2) the time such storage, release or disposal took place; and (3) a description of the remedial action taken, if any.

2. CERCLA COVENANT. GRANTOR warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. GRANTOR warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the **Property** on the date of this conveyance.

A. This covenant shall not apply:

1. in any case in which **GRANTEE**, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; **OR**

2. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the **GRANTEE**, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; **OR**

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

B. In the event **GRANTEE**, its successor(s) or assign(s), seeks to have **GRANTOR** conduct any additional response action, and, as a condition precedent to **GRANTOR** incurring any additional cleanup obligation or related expenses, the **GRANTEE**, its successor(s) or assign(s), shall provide **GRANTOR** at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

1. the associated contamination existed prior to the date of this conveyance; and
2. the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the **GRANTEE**, its successor(s) or assign(s), or any party in possession.

F. ACCESS RESERVATION. **GRANTOR** reserves a right of access to all portions of the **Property** for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the **Property** and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

G. NOTICE REGARDING THE PRESENCE OF MOLD. (a) The GRANTEE is notified that various forms of mold are present at various locations in the subject building(s) on the **Property**. Results of previous studies performed by the United States are available to the GRANTEE. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores. (b) Information provided to the grantee with respect to the **Property** is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the GRANTEE, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

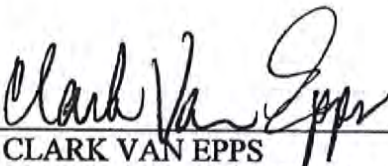
IV. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth in this Quitclaim Deed, unless subsequently released, are a binding servitude on the Property; shall inure to the benefit of the GRANTOR and GRANTEE, their successors and assigns, and will be deemed to run with the land in perpetuity.

IV. LIST OF EXHIBITS: The following exhibits are attached hereto and made a part of this Quitclaim Deed:

- A. Exhibit "A-1" – Legal Description of the Quitclaim Parcel
- B. Exhibit "A-2" – Map of the Quitclaim Parcel
- C. Exhibit "B" – Map of the Retained Parcel
- D. Exhibit "C" – Listing of Environmental Documents
- E. Exhibit "D" – Hazardous Substances Notification

IN WITNESS WHEREOF, THE GRANTOR has caused this indenture to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
ADMINISTRATOR OF GENERAL SERVICES

BY: 
CLARK VAN EPPS
Director, Property Utilization and Disposal Division
U.S. General Services Administration

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

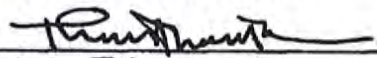
State of California

County of SAN FRANCISCO

On NOV 9, 2015 before me, THUY THANH TA, Notary Public, personally appeared CLARK VAN EDPS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 
Name: THUY THANH TA
(typed or printed)

(Seal)



Portion, 620 Central Avenue (Neptune Pointe)
Alameda, CA 94501-3826
GSA Control No. 9-N-CA-1604-AA

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated 11/9/15 from the United States of America to the East Bay Regional Park District is hereby accepted by the undersigned officer on behalf the East Bay Regional Park District pursuant to the authority conferred by Res No. 2015-11-320 and the Grantee consents to recordation thereof by its duly authorized officer.

AGREE TO AND ACCEPTED:

By: 

Robert Doyle, General Manager
East Bay Regional Park District

Date: 11/10/15

APPROVED AS TO FORM:

By: 

DISTRICT COUNSEL

Date: 11/10/15

EXHIBIT "A-1"

LEGAL DESCRIPTION OF THE QUITCLAIM PARCEL

All that real property in the County of Alameda, State of California, being a portion of Parcel 1, as said parcel is described in the Final Judgment of the Declaration of Taking done June 5, 1944, and recorded September 18, 1944 at Page 384, Book 4595, Official Records of Alameda County, said Parcel 1 also being a portion of the Salt Marsh and Tide Lands shown on the map prepared by the order of the Board of Tideland Commissioners of San Francisco Bay, approved November 27, 1871, and filed in the Office of the Department of Finance, State Lands Commission, (formerly the office of the Surveyor General), entitled "Map No. 2 of Salt Marsh and Tide Lands, situate in the County of Alameda, State of California, 1871", and also as indicated on the map filed in the office of the Department of Finance, State Lands Commission, entitled "Sale Map No. 10 of Salt Marsh and Tide Lands situate in the County of Alameda, State of California", comprised of a portion of Tidelands Lot 23 in Section 11, in Township 2 South, Range 4 West, M.D.M., and particularly described as follows:

Beginning at the southwest corner of Parcel 2, commonly known as McKay Avenue, as said Parcel 2 is described in the Corrected Quitclaim Deed to the State of California recorded May 20, 1969 on Reel 2405, Image 896, Alameda County Official Records, and delineated on Record of Survey No. 409, which was prepared at the request of the State of California and filed June 19, 1970 in Book 8 of Records of Survey, at Pages 15 and 16, Alameda County Recorder's Office. Said point of beginning being at the intersection of the following 2 courses and distances as shown on the said Parcel 2 described in the Corrected Quitclaim Deed and said Record of Survey No. 409: North 87°09'47" West, 60.00 feet and North 02°50'13" East 822.72 feet.

Thence from said point of beginning and leaving the said southwestern corner of Parcel 2 North 87°09'47" West, 220.41 feet along the boundary of Parcel 1, as described in the said Corrected Quitclaim Deed and delineated on said Record of Survey No. 409. Thence continuing along the boundary of said Parcel 1 the following 2 courses and distances: South 02°49'16" West 132.88 feet, and North 88°57'49" West 188.29 feet to a point on the easterly boundary of the Amended Map of Tract 3883, filed for record on January 30, 1980 in Book 115 of Maps at Pages 68 through 78. Thence leaving the boundary of said Parcel 1 northerly along the easterly boundary of said tract, North 01°03'08" East 483.22 feet. Thence leaving the easterly boundary of said tract South 87°09'52" East 423.62 feet along a wrought iron fence to the westerly boundary of said Parcel 2, commonly known as McKay Avenue. Thence southerly along the westerly boundary of said Parcel 2 South 02°50'13" West 344.20 feet to the point of beginning.

Containing 169,827 square feet of land (3.899 acres), more or less.

The bearings shown hereon are based on said Record of Survey No. 409. The distances shown hereon are on the California State Plane Coordinate System, Zone III. Multiply the distances shown by 1.0000708 to obtain ground-level distances.



EXHIBIT "A-2"

MAP OF THE QUITCLAIM PARCEL

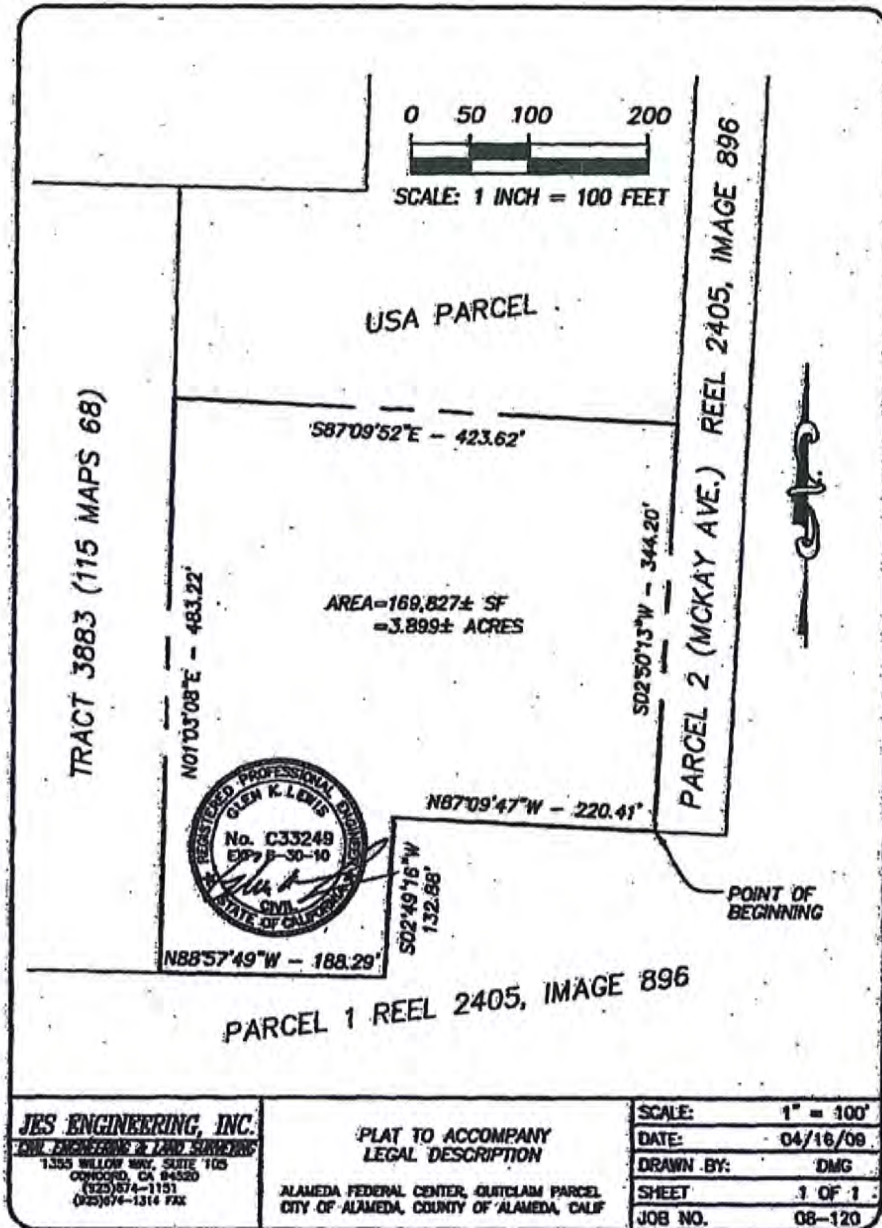


EXHIBIT "B"

MAP OF THE RETAINED PARCEL

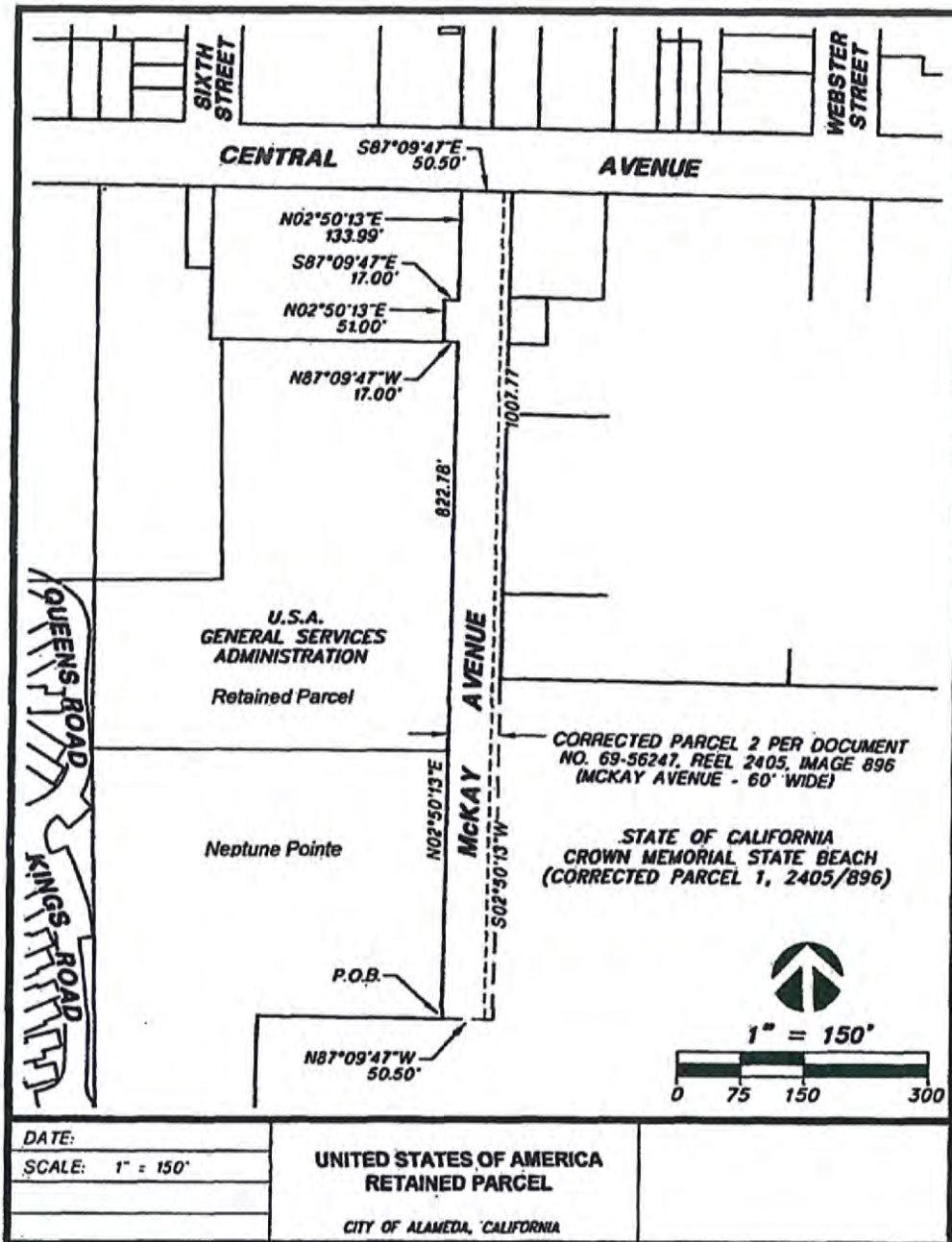


EXHIBIT "C"

LISTING OF ENVIRONMENTAL DOCUMENTS

Phase I Environmental Site Assessment Report, Alameda Service Center, Kleinfedler, November 14, 2002

Site Characterization Report Building 4 – Hydraulic Lift, Alameda Federal Center, Jonas & Associates Inc., April 2, 2003

Fuel Leak Site Case Closure, Alameda Federal Center, 620 Central Avenue, Case No. RO 0000048, Alameda County Environmental Health Services, dated August 15, 2003

Phase I Update Environmental Assessment, Alameda Federal Center, 620 Central Avenue, Alameda, California, Jonas & Associates Inc., September 22, 2005

Site Characterization Report, Alameda Federal Center, Building 4, Jonas & Associates Inc., February 5, 2008; Report from APSI dated January 2008

Case Closure Summary, Jonas & Associates Inc., dated September 26, 2008

No Further Action letter, SLIC Case RO 0002903, Alameda Federal Center, Former Motor Pool Building 4, Alameda County Environmental Health Services, June 24, 2009

Phase I Environmental Site Assessment, Alameda Federal Center Haley & Aldrich, June 15, 2010

EXHIBIT "D"

HAZARDOUS SUBSTANCES NOTIFICATION

A portion of the Property was formerly used as a motor pool facility (Building 4) for vehicle maintenance and repair prior to being demolished in 2007. The Property has been impacted by two areas with known historically recognized environmental conditions:

- 1) previously leaking underground storage tanks north of the former location of Building 4;
- 2) a pneumatic lift and associated pump previously located within Building 4.

Based on soil and groundwater sampling analysis results provided to the Alameda County Environmental Health Department (the local authority delegated oversight from the State of California), the County determined the case closed with regard to environmental condition No. 1 above on August 15, 2003. Environmental condition No. 2 received closure on June 24, 2009.

The County has concluded that residual levels of contamination remaining at the Property do not pose a significant threat to water resources, public health and safety, and the environment, and that no further investigation or cleanup is necessary.

The United States gives notice that the following hazardous substances that environmental investigations have revealed to be present in the soil and groundwater on the Property:

Total Petroleum Hydrocarbons quantified as diesel (TPHd) remains in soil up to 6,000 milligrams per kilogram (mg/kg) chromium;

Total Petroleum Hydrocarbons as hydraulic oil in soil at concentrations of up to 190 parts per million (ppm);

Residual metals pollution in soil at concentrations up to 2.9 ppm arsenic, 28 ppm chromium and 25 ppm vanadium;

Oil & Grease in soil at 6,300 mg/kg;

Benzene in soil at 0.0062mg/kg;

Low concentrations of other TPH products in soil;

Residual dissolved metals pollution remains in groundwater at concentrations of up to 6.8 parts per billion (ppb) lead and 30 ppb vanadium;

TPHd in groundwater at 720 micrograms per liter ($\mu\text{g/l}$) ;

Methyl tert butyl ether (MTBE) in groundwater at $7.1\mu\text{g/l}$; and Other low concentrations of TPH and halogenated compounds in groundwater.

Although precise numbers of the amounts of these substances which were stored, treated or disposed on the Property cannot be detailed accurately, environmental studies of the Property have revealed the presence of these hazardous substances and the GRANTEE is therefore put on notice as to their existence and the current levels in the soil and groundwater.

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA, THE EAST BAY REGIONAL PARK
DISTRICT, AND THE UNITED STATES OF AMERICA**

THIS AGREEMENT is entered into between the State of California, acting by and through the Department of Parks and Recreation ("State Parks"), the East Bay Regional Park District ("East Bay") and the United States of America, acting by and through the designated representative of the Administrator of General Services ("GSA"), effective on the date it has been fully executed.

WHEREAS, the United States filed a Declaration of Taking, captioned *United States v. 1.41 Acres*, N.D.Cal Civil Case Number C 14-1781 (hereinafter referred to as the "Taking") for the parcel known as McKay Avenue and an adjoining sidewalk easement (descriptions of which can be found in the Declaration of Taking, attached hereto and marked as Exhibit A);

WHEREAS, East Bay wishes to acquire a parcel of land known as Neptune Pointe (described in the Quitclaim Deed, attached hereto and marked as Exhibit B);

WHEREAS, the GSA will continue to own and operate on behalf of the United States a facility at 620 Central Avenue in Alameda, California (the "Retained Parcel" as shown on Exhibit C), which is adjacent to the Neptune Pointe parcel, and as such GSA desires to retain clear title as well as drainage rights, and access to and use of utilities that run with the land.

WHEREAS, the State wishes to reacquire the parcel of land known as McKay Avenue (described in the Quitclaim Deed, attached hereto and marked as Exhibit D); and,

WHEREAS, the parties wish to resolve all disputes arising out of the Taking without resort to further administrative process or litigation.

NOW THEREFORE, the parties agree to the following:

1. The parties shall fully execute the Stipulated Judgment within 1 calendar day of the full execution of this Agreement.
2. By no later than November 6, 2015, East Bay shall pay GSA the sum of \$2,182,500.00, via wire transfer pursuant to the following instructions, attached hereto and marked as Exhibit E.
3. Within 5 (five) business days of receipt of the funds referred to above in Paragraph 2, GSA shall deliver to East Bay (a) a Quitclaim Deed for the parcel commonly known as Neptune Pointe (Exhibit B), and (b) shall deliver to the State a Quitclaim Deed for the parcel commonly known as McKay Avenue (Exhibit D).
4. Within 5 (five) business days of receipt of the quitclaim deeds referenced in the previous paragraph, East Bay and State Parks shall accept the quitclaim deeds delivered to them respectively and submit them for recording.

5. East Bay and State Parks agree that the Retained Parcel may be subdivided and fully developed, by GSA, other federal tenants, or any successors in interest and assigns, and that such subdivision and development may be for any government purpose or for any residential or commercial use that is consistent with the neighboring area. East Bay and State Parks agree that they will not interfere, by legal means or otherwise, with the use or transfer of any portion of the Retained Parcel by the following parties on the following terms: (a) any use or conveyance by the United States; (b) any use by any other governmental entity or other tenant of the United States; and, (c) any use that is consistent with the neighboring area by a private purchaser of the Retained Parcel from the United States. East Bay and State Parks agree that they shall not participate in or seek to influence any change of zoning for the Retained Parcel as long as the Retained Parcel is owned by the United States or a direct purchaser, including any transfers to affiliates or related entities of the purchaser ("Direct Purchaser") from the United States. Nothing herein shall prevent East Bay and State Parks, or their successors and assigns, from the following: any action in nuisance or action against any unlawful use of the property; undertaking any duty required by law; and, providing factual information for constructive purposes regarding the effects of a proposed development on park operations and proposing modifications based thereon in any comment period or hearing provided by the Coastal Zone Management Act, Clean Water Act, National Environmental Policy Act, California Environmental Quality Act, or local planning (but not zoning) process; provided further that East Bay and State Parks may not oppose a project of a Direct Purchaser of the Retained Parcel from the United States on a wholesale basis in such proceedings. The preceding obligations in the paragraph shall terminate five years after the United States conveys all of its interest in the Retained Parcel; if a Direct Purchaser from the United States conveys all or a portion of the Retained Parcel to a third party, these obligations shall terminate as to that portion of the Retained Parcel that is conveyed. The parties hereby agree that an additional intended beneficiary of this Agreement is the Direct Purchaser, and is entitled to all available remedies.
6. East Bay agrees, by execution of this Agreement, that it will indemnify and hold harmless GSA, its employees, officers, representatives, and agents, in both their individual and official capacities, from and against any and all claims for damages, costs, liabilities, fines, penalties, losses, expenses, demands, causes of action, suits, legal or administrative proceedings (whether arising in contract, tort, strict liability, or of common law or statutory derivation) arising in connection with STL Company, LLC, Tim Lewis Communities, or other successors and assigns (collectively "STL") and related to the proposed sale of Neptune Pointe to STL pursuant to GSA Invitation for Bids ("IFB") No. SFRAN911160401, the resulting purchase contract, the termination of said contract or in any way related to or arising from the proposed sale of Neptune Point to STL. East Bay's obligation under this paragraph will be limited to the full amount of: (a) an agreed sum paid to STL as a result of settlement agreed to by all parties to such proceedings, including East Bay, or (b) any final judgment entered in such proceedings, after exhaustion of appeals. East Bay's obligation under this paragraph shall in no case include any obligation to reimburse GSA for its legal fees and internal administrative expenses, but will include the obligation to reimburse

GSA for any expert witness fees if the Government determines that it is necessary and prudent to retain any such counsel or expert witnesses. Furthermore, GSA agrees that should proceedings be filed by STL in any Court against GSA or the United States, GSA, upon receipt of written notice or service of process, will promptly give notice to East Bay under applicable law (including, but not limited to, Rule 14 of the Court of Federal Claims), in order to allow East Bay to appear in the action as a party to fulfill this indemnification agreement. East Bay further agrees that it shall be responsible for all of its own legal fees, defense costs and any other costs, whether incurred by in-house counsel or outside counsel, arising from or related to East Bay's agreement to indemnify GSA.

7. The parties shall cooperate in the termination of a portion of that certain sidewalk easement described in the Taking, to the south of the line extending east from the southern boundary of the Retained Parcel to the southern end of the sidewalk easement.
8. This Agreement shall not be construed by any person as an admission of any fact or concession of liability by any party; the parties have entered into this Agreement in order to avoid the risk and burdens of further litigation.
9. Each party shall bear whatever costs and fees have been incurred by them in connection with the subject matter of this Agreement.
10. This Agreement shall constitute the entire understanding between the parties regarding the Agreement's subject matter, and it is expressly understood and agreed by the parties that this Agreement supersedes and replaces any agreement that may have been orally communicated prior to the execution of this Agreement.
11. This Agreement has been prepared by the parties jointly, and accordingly this Agreement is to be construed according to its terms and the normal rule of construction (to the effect that any ambiguities may be resolved against the drafting party) shall not be employed in any interpretation of this Agreement.
12. All rights and obligations specified herein shall be binding upon the parties' successors-in-interest, except as expressly stated otherwise in paragraph 5.
13. The parties acknowledge that this Agreement has been freely and voluntarily entered into, and each party warrants that its signatories are authorized to bind their principals to all of the obligations, representations, and releases set forth herein.
14. No modifications to this Agreement shall be binding upon either party unless such modification is agreed to in writing by the authorized representatives of the State, East Bay and GSA, and such writing is expressly characterized as a modification of this Agreement.


15. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
16. The following exhibits are attached hereto and a part of this Agreement:
- A. Exhibit A – Declaration of Taking
 - B. Exhibit B – Quitclaim Deed for Neptune Point
 - C. Exhibit C – Map of the Retained Parcel
 - D. Exhibit D – Quitclaim Deed for McKay Avenue
 - E. Exhibit E – Wire Transfer Instructions

In Witness Whereof, the parties evidence their agreement to the foregoing terms by their signatures below.

East Bay Regional Park District

The United States of America,
Acting by and through the Administrator of
General Services

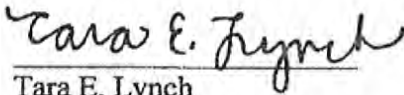
By: _____
Robert Doyle
General Manager

By: 
David Haase
Contracting Officer

Date: _____

Date: 10/20/2015

California Department of Parks and
Recreation

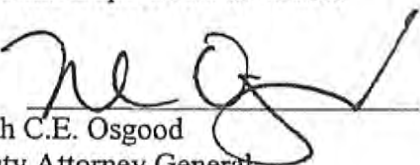
By: 
Tara E. Lynch
Chief Counsel
(For the Director)

By: _____
Barry D. Segal
Associate General Counsel
for GSA

Date: 10/20/2015

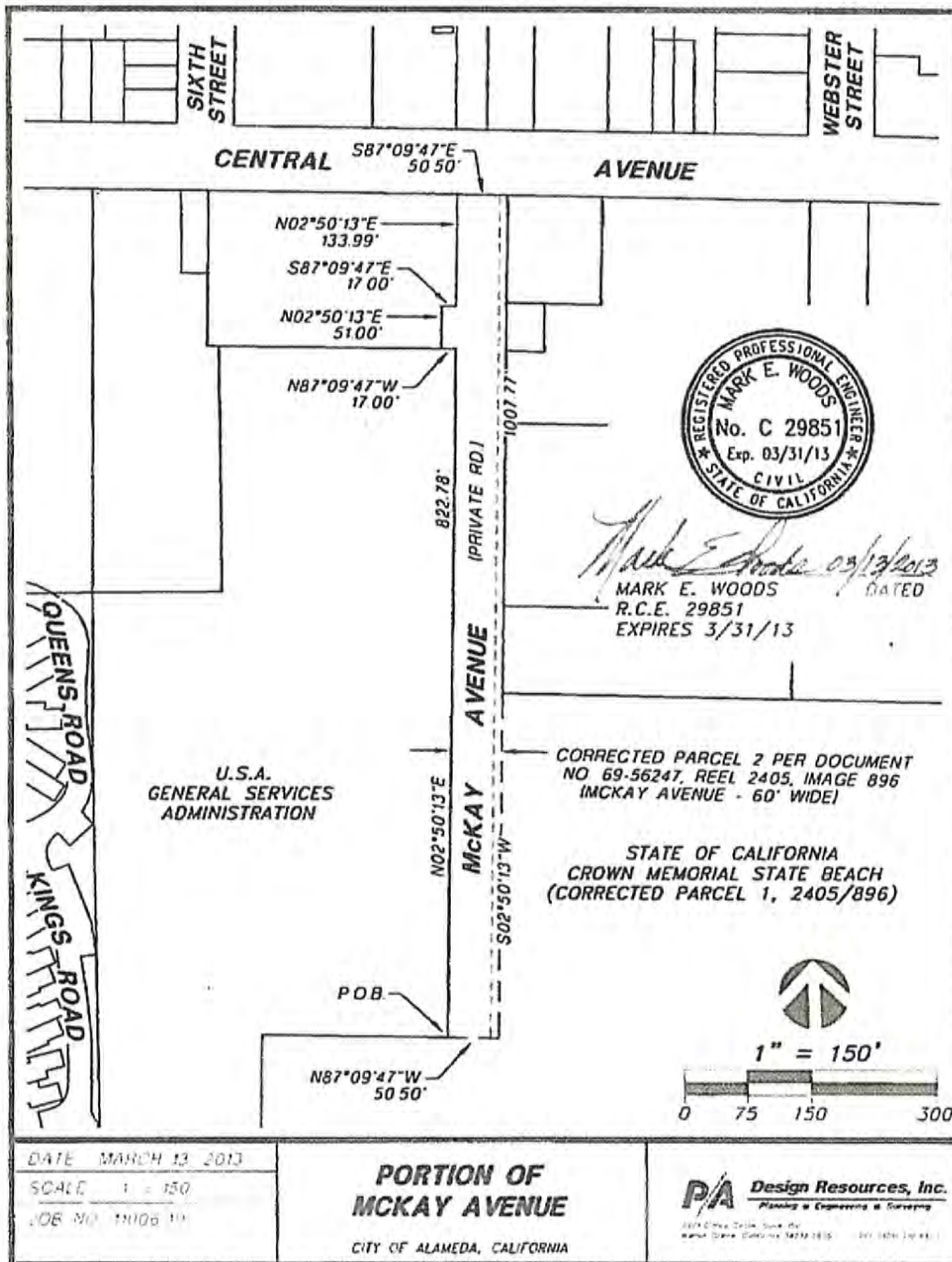
Date: _____

California Department of Justice

By: 
Micah C.E. Osgood
Deputy Attorney General

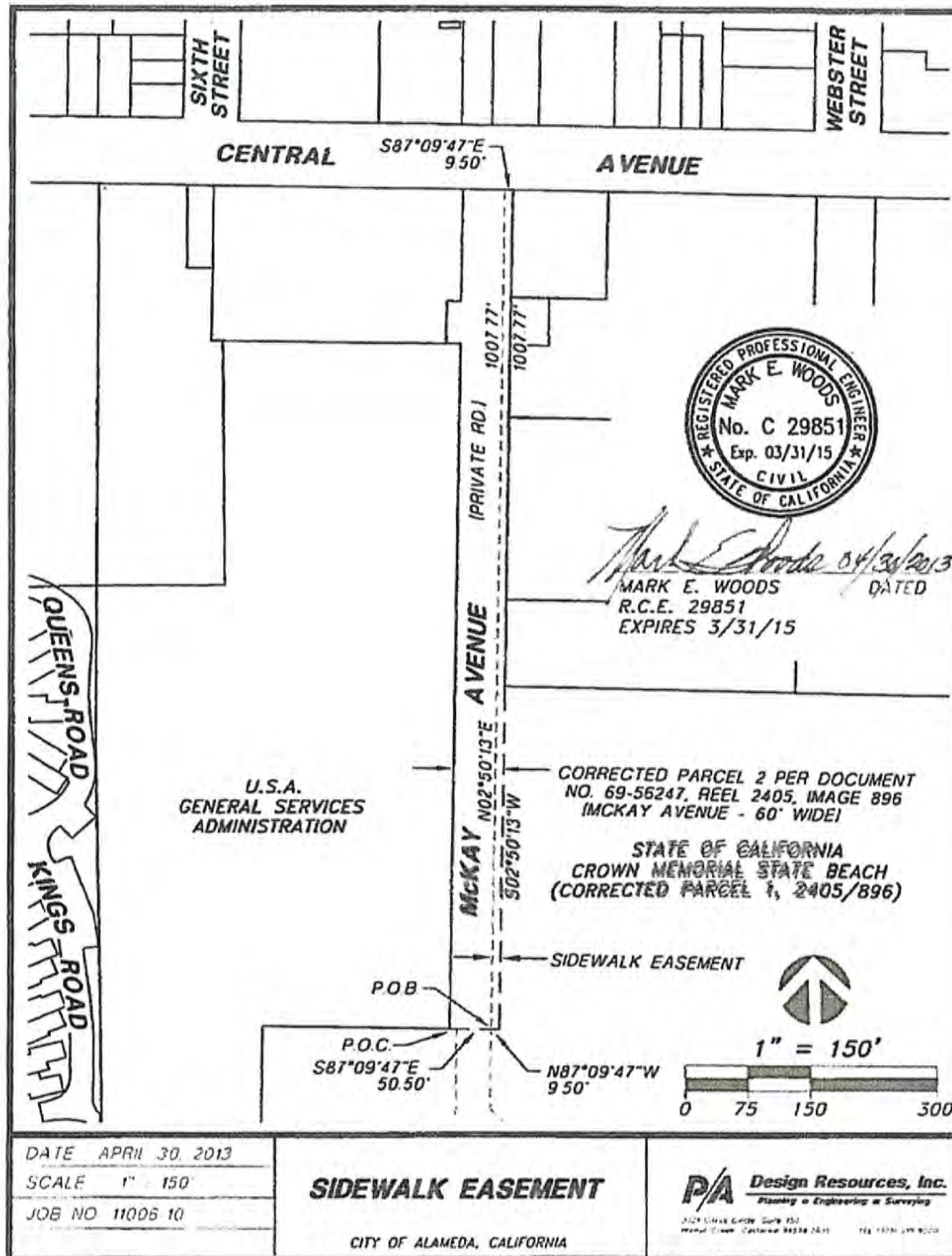
Date: 10/20/15

Schedule B
Plans of Property



P:\Drawings\11006-10 Neptune Pointe\11006-10_McKay Exhibit 1.dwg, 3/13/2013 8:07:28 AM, Station X, P/A Design Resources, Inc

000132



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000133

Schedule C
Description of Interests

A. Portion of McKay Avenue: The estate taken in the property described on Schedule A as portion of McKay Avenue is fee simple, together with any appurtenant interests in adjoining property, however:

1. Reserving, for the benefit of the State of California, its successors and assigns the following easements:
 - a. A non-exclusive easement for pedestrian and vehicular ingress and egress over the real property commonly known as "McKay Avenue," as described on Schedule A as portion of McKay Avenue.
 - b. A non-exclusive easement for the operation, repair, maintenance and replacement of the real property and any existing utilities on or under the real property commonly known as "McKay Avenue," as described on Schedule A as portion of McKay Avenue.
 - c. The right to have existing improvements which encroach onto the real property commonly known as "McKay Avenue", as described in Schedule A as portion of McKay Avenue, remain in place for so long as such improvements are maintained in good condition and are safe, as determined by the United States in its reasonable discretion.
2. Reserving for the benefit of each affected utility system operator, an easement for the operation, repair, maintenance and replacement of existing utility facilities, provided that the United States shall have the right to temporarily or permanently relocate such facilities.
3. Subject to the easements of record described as follows:
 - a. Easement for driveway and pedestrian recorded on February 20, 1940, Book 3892, Page 98 of Official Records in favor of Lars Svensgaard, et ux.
 - b. Easement for driveway and pedestrian recorded on May 2, 1940, Book 3906, Page 270 of Official Records in favor of J. Adrian Palmquist.
 - c. Easement for street recorded on January 17, 1961, as Instrument No. AS-6759/Reel 246, Page/ Image 960 of Official Records in favor of Morrison Brothers Improvement Company, a co-partnership consisting of Dean Morrison, general partner; Hunter H. Morrison, general partner; C.G. Morris,

limited partner; and Aura B. Morrison, limited partner.

4. Subject to any existing rights of ingress and egress benefitting adjoining property.

Each of the easements described above is subject to the following provisions:

- a. Each easement is non-exclusive. Use of the easement must not unreasonably interfere with use of the property by the United States, its successors and assigns, and other easement holders and their successors, assigns and invitees.
- b. The United States may designate routes of travel, restrict the areas of the property that are available for each purpose and change the configuration and improvements from time to time.
- c. All users must comply with applicable laws rules and regulations.
- d. In the event use of an easement results in damage to improvements, the easement holder shall promptly restore the improvements.

B. Sidewalk Easement. The estate taken in the property described on Schedule A as Sidewalk Easement, is a nonexclusive easement for pedestrian egress and ingress; and to install, remove, replace, maintain, and operate the sewer, electrical and communications lines in, over, across and under the Sidewalk Easement, together with rights of ingress and egress over and across the Sidewalk Easement to the extent necessary to use this easement; however,

Reserving for the benefit of each affected utility system operator, an easement for the operation, repair, maintain and replacement of existing utility facilities, provided that the United States shall have the right to temporarily or permanently relocate such facilities.

limited to water, sewer, electrical, gas, cable, and telecommunications lines) and related infrastructure, over, across, and under the Property. **GRANTOR**, for itself as well as for any successors and assigns in the Retained Parcel, and for the benefit of the Retained Parcel, further reserves the right, but not the obligation, to upgrade, replace or add utilities under or in the **Property**, so long as said improvements do not interfere with the use of the Property as a right-of-way, with any existing utilities, or other easements. **GRANTOR** hereby reserves, for itself, as well as for any successors and assigns in the Retained Parcel, and for the benefit of the Retained Parcel, the right to assign all or a portion of this easement to one or more public utility providers for the provision of utility services to the Retained Parcel upon written approval of **GRANTEE**, which shall not be unreasonably withheld. Provided, however, upon **GRANTOR**'S conveyance of the Retained Parcel, **GRANTEE** shall not be obligated to repair or replace any shared utility line or facility that becomes inoperable, or that must be closed pursuant to any environmental law, regulation, or executive order, but that **GRANTEE** shall not otherwise interfere with any utility line owned or used by **GRANTOR** within the easement that services the Retained Parcel. **GRANTOR** shall not interfere with the McKay Avenue sewage lift station or any utility line in the Retained Parcel that services **GRANTEE**'s property, but **GRANTOR** shall not be obligated to repair or replace any such shared utility line or facility that becomes inoperable, or that must be closed pursuant to any environmental law, regulation, or executive order. Except as otherwise specified herein, this reserved easement shall be appurtenant and run with the land of the Retained Parcel and use of this easement shall not be limited as a result of any subdivision or redevelopment of all or any portion of the Retained Parcel by the **GRANTOR**, or any successors and assigns in the Retained Parcel, for governmental purposes or any residential or commercial use consistent with the neighboring area. **GRANTOR** shall not have any contribution obligation for maintenance of the shared utility facilities. However, **GRANTOR** will continue to have an obligation to maintain the existing sewer lift station ("Lift Station") on separate property owned by **GRANTOR** located east of the Property. Any successor owners of all or a portion of the Retained Parcel shall have such obligations for maintenance and contribution as provided by California law including the Lift Station. If **GRANTOR** vacates the Retained Parcel, and prior to **GRANTOR**'s conveyance of the Retained Parcel to a successor in interest, **GRANTEE**, or its designee, will have the right, but not the obligation, to maintain the Lift Station.

- C. **GRANTOR** hereby reserves, for itself, as well as for any successors and assigns in the Retained Parcel, and for the benefit of the Retained Parcel, a perpetual non-exclusive easement to drain water over, across, and under the **Property**, following historic patterns and through any existing storm drain infrastructure. **GRANTOR** further reserves, for itself and its successors and assigns in the Retained Parcel, the right, but not the obligation, to upgrade, replace or add underground storm, drainage or other flood control infrastructure under the **Property**, and to connect such infrastructure to the existing storm drains or any future underground drainage infrastructure, so long as said improvements do not interfere with the use of the Property as a right-of-way, with any existing utilities,

or other easements, or violate any applicable environmental laws. Provided, however, upon **GRANTOR'S** conveyance of the Retained Parcel, **GRANTEE** shall not be obligated to repair or replace any shared storm drain or facility that becomes inoperable, or that must be closed pursuant to any environmental law, regulation, or executive order, but that **GRANTEE** shall not otherwise interfere with any storm drain or facility owned by **GRANTOR** in the easement that services the Retained Parcel. This is not an easement in gross. Except as specified herein, this reserved easement shall be appurtenant and run with the land of the Retained Parcel and use of this easement shall not be limited as a result of any subdivision or redevelopment of all or any portion of the Retained Parcel by the **GRANTOR**, or any successors and assigns in the Retained Parcel, for governmental purposes or any residential or commercial use consistent with the neighboring area. **GRANTOR** shall not have any contribution obligation for maintenance of the shared storm drain facilities, but any successor owners of all or a portion of the Retained Parcel shall have such obligations for maintenance and contribution as provided by California law.

- D. **GRANTOR** hereby reserves, for itself, an easement for improvements existing as of the date of this agreement, whether above or below ground, which encroach onto the **Property**, so long as such improvements do not interfere with utilities or the use of McKay Avenue as a right-of-way, and so long as the improvements are owned by **GRANTOR**. The easements reserved in this reservation are for the benefit of the **GRANTOR** only and shall not run with the land or to any successors or assigns. Any successor owner or owners of all or a portion of the Retained Parcel shall remove any underground encroachments (other than those related to utilities and utility connections) that may be discovered, within a reasonable time (not to exceed five years) of discovery or receipt of notice of the encroachment from the **GRANTEE**, whichever comes first, and shall within a reasonable amount of time (not to exceed five years) of taking title to all or a portion of the Retained Parcel remove any encroachments that are known or discoverable by inspection; provided, however, that the successor owner shall obtain an encroachment permit or equivalent permission from **GRANTEE** to maintain encroachment until removed.

III. SUBJECT TO THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS, AND CONDITIONS, which shall be binding upon and enforceable against the **GRANTEE**, its successors and assigns, in perpetuity:

- A. **GRANTEE** covenants and agrees that the **Property** conveyed is subject to any and all existing covenants, conditions, reservations, easements, restrictions, rights-of-way, rights, agreements, encumbrances, recorded or unrecorded, and to the reservations, rights and covenants set forth herein.
- B. **GRANTEE** acknowledges that it has inspected, is aware of, and accepts the condition and state of repair of the **Property**, and that the **Property** is conveyed "as is" and

"where is" without any representation, promise, agreement, or warranty on the part of the **GRANTOR** regarding such condition and state of repair, or regarding the making of any alterations, improvements, repairs or additions, and no claim for any allowance or deduction upon such grounds will be considered. The **GRANTEE** further acknowledges that the **GRANTOR** shall not be liable for any latent or patent defects in the **Property** except to the extent required by applicable law.

- C. **GRANTEE** covenants and agrees to reasonably cooperate with the **GRANTOR** and any successors and assigns in the Retained Parcel regarding the provision of utilities to the Retained Parcel. Any easement granted pursuant to this paragraph to a utility system operator is subject to California Public Resources Code § 5012.

D. HAZARDOUS SUBSTANCES

1. NOTICES REGARDING HAZARDOUS SUBSTANCE ACTIVITY.

Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, **Grantor** gives notice that no hazardous substances have been released or disposed of or stored on the **Property** since the filing of the Declaration of Taking.

2. **ACCESS RESERVATION.** **GRANTOR** reserves a right of access to all portions of the **Property** for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to **GRANTOR**. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the **Property** and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

IV. THE CONDITIONS, RESTRICTIONS, RESERVATIONS, AND COVENANTS set forth in this Quitclaim Deed, unless subsequently released, are a binding servitude on the **Property**; shall inure to the benefit of the **GRANTOR** and **GRANTEE**, their successors and assigns, and will be deemed to run with the land in perpetuity, except for the specific portions of paragraphs IIA, IIB, IIC, and IID that expressly reserve certain rights to **GRANTOR** only or expressly provide that the particular obligations expire after a specified event or period of time.

CERTIFICATE OF ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of)

On _____, before me, _____,
Date Name and Title of the Officer

personally appeared _____,
Name(s) of Signer (s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Public Seal)

LARA WEISIGER

From: Duke Austin <duke.austin@csueastbay.edu>
Sent: Friday, November 23, 2018 4:24 PM
To: LARA WEISIGER; Trish Spencer; Malia Vella; Marilyn Ezzy Ashcraft; Jim Oddie; Frank Matarrese
Subject: Support for the Alameda Point Collaborative Respite and Wellness Center on McKay Avenue

Dear Alameda City Council,

I am a resident of Alameda. In fact, I live in the Park Webster Condominiums across McKay Avenue from where the Alameda Point Collaborative (APC) plans to open a wellness center. I am writing to express my support for the APC and their plans to open a center in the former federal buildings there.

As a sociologist, I have done considerable research on the experience of homelessness and the causes of increased homelessness. However, it does not take a PhD in Sociology to know that we as a society need more centers like the one that APC has planned. With the skyrocketing cost of housing in the Bay Area, it is inevitable that more and more people will experience homelessness. The planned respite and wellness center will be of tremendous value to aging and terminally-ill people experiencing homelessness, and it will be something that the community of Alameda can be proud of. It shows that we as a city care, and it shows that we are doing something to address the growing problem of homelessness. I know that I will be proud to have the center in my neighborhood, and I look forward to volunteering there with my son.

APC has completed all the steps necessary for the city to remove the G overlay. Therefore, I urge you to remove the G overlay and approve the resolution recommending approval of the Mitigated Negative Declaration, General Plan amendment, and Zoning Map Amendment for the Wellness Center. Thank you.

Peace & justice,
Duke

Duke W. Austin, PhD

Assistant Professor
Department of Sociology
[Faculty Profile Page](#)

LARA WEISIGER

From: harveyzu@yahoo.com
Sent: Monday, November 19, 2018 1:46 PM
To: LARA WEISIGER
Subject: Public comment for Dec 4 City council meeting re: Homeless facility on McKay Avenue

Dear Mayor, Vice Mayor and Councilmembers:

I am the owner of Neptune Plaza, the shopping center across the street on McKay Avenue from the proposed homeless services facility. I received no notification from the City of Alameda about the recent Planning Board meeting which recommended approval of the facility. In fact, I received no notifications at all from the City of Alameda about any aspects of the proposed homeless project. I learned of the Planning Board meeting through community members and was able to submit a letter by email to the Planning Board prior to the meeting. I have never been contacted by Mr. Doug Biggs of Alameda Point Collaborative to discuss the proposed homeless facility.

The Initial Study and Mitigated Negative Declaration approved by the Planning Board raised serious concerns. It does not acknowledge that the project is across the street from the shopping center although it acknowledges residential units and the park nearby. This omission is surprising given that the shopping center is hard to miss, sitting across the street from the proposed homeless facility and occupying 1.7 acres. The Study indicates a less than significant impact for public services including police and fire protection even though the likelihood of public disturbances, fights, public intoxication, panhandling, drug sales, alcohol and intravenous drug use, bizarre and belligerent behavior, fires, increased trash, car break-ins, vicious dogs, graffiti and vandalism should be expected to increase along McKay Avenue and the surrounding area. In addition, the Study indicates that the homeless facility will have a less than significant impact on other public facilities including parks and libraries. I have witnessed homeless individuals in my public library who reek and whose bizarre behavior and vocalizations of gibberish make the library something to avoid instead of enjoy. The deleterious effects of homeless camping in the adjacent park are already more than evident and pose an environmental and safety concern. The Study reports no objectionable odors affecting a substantial number of people. The likelihood of public urination and defecation as well as garbage along McKay Avenue from homeless individuals would produce clearly objectionable odors. The Study claims that the project does not have environmental effects that will cause substantial adverse affects on human beings, directly or indirectly. The effects of the accumulated behavioral problems due to the increased concentration around the facility of severely mentally-ill and substance-abusing homeless individuals along McKay Avenue will cause intimidation, fear, and insecurity to children and families approaching [Crab Cove](#) from McKay Avenue.

I am concerned that there has been a campaign to sell the proposal to the public by emphasizing the residential services to be offered to frail, elderly, homeless individuals and to de-emphasize the out-patient aspects of the program and the medical respite program that will treat homeless patients 18 years of age and older. In fact, with APC

proposing a large 7,000 square foot medical/trauma clinic, mental health and substance abuse services in a behavioral unit and a resource center on the federal property, it is to be expected that a very large number of homeless individuals will be drawn to the out-patient services on the property. The medical respite facility will also treat homeless individuals with mental illness and substance abuse problems. A significant portion of the outpatient clients with no other place to go should be expected to camp and loiter along McKay Avenue, Neptune Plaza, [Crab Cove](#) and the surrounding neighborhood. There has already been a recent increase in the number of homeless individuals in the vicinity of McKay Avenue, the park and the surrounding neighborhood. The anticipated problems that I mention in this letter stem in part from problems related to homeless individuals that have already occurred at Neptune Plaza and from reports of nearby neighbors. A homeless individual was living in his car at Neptune Plaza and residents at the nearby condominium complex would see him urinating on the property as they were leaving to go to work in the mornings. Another homeless individual was reported to be selling drugs out of his vehicle parked in the parking lot. I have found homeless individuals camping in the enclosed areas for the garbage dumpsters at Neptune Plaza. Residents from the nearby condominium complex have witnessed homeless individuals engaged in sexual activity behind a utility box in the corner of the Neptune Plaza parking lot that would be visible from McKay Avenue. From the parking lot at Neptune Plaza, I was able to look down behind the fenced-in pump station on the federal property on McKay Avenue to see the garbage and liquor bottles left behind by a homeless camper (see attached photo). I have been told homeless individuals have scaled the fence at the adjacent condominium complex to camp under the residents' carports. The most serious recent episode at Neptune Plaza occurred in May of this year. A group of homeless individuals who would gather to socialize and drink alcohol at Neptune Plaza in a secluded corner of the parking lot near McKay Avenue were joined by another individual who arrived with fruit punch spiked with an hallucinogenic substance. A m  le   ensued as horrified neighbors were screaming from their balconies that they were calling the police. The m  le   led to multiple arrests and the hospitalization of one individual who was taken away in an unresponsive state. Following this incident, we decided that 7 day/week security presence would be necessary at Neptune Plaza to avoid further such incidents involving the homeless. The cost of this security presence is now approximately \$2,000/week which will be shared by the businesses at Neptune Plaza as part of their common area expenses. This added expense hurts their businesses. The additional number of out-patient mentally ill and alcohol- and substance-abusing homeless patients who will be coming to the proposed homeless facility will only increase the risk of similar future incidents.

There are over a dozen businesses operating in Neptune Plaza. They are concerned about how the increased number of homeless individuals who will be congregating outside of the facility at the shopping center and surrounding neighborhood will affect their businesses. These businesses are concerned about the safety of their employees and customers and whether the expected increase of homeless individuals with severe mental illness and substance abuse disorders will harass and frighten away their customers. **When homeless services have been installed next to other business districts, it has had a disastrous effect on neighborhood businesses as customers avoid the area.** Tenants at Neptune Plaza have long-term leases, up to 10 years, and can not readily re-locate. They are concerned about their livelihoods and those of their employees. Many of the tenants are extremely hard-working immigrants trying to make a better life for their families. The problems to be anticipated from the behaviors associated with the increased concentration of homeless individuals will only harm their prospects.

For all of these reasons, I encourage you to not approve the zoning change that would allow the homeless services facility on McKay Avenue. There is clearly a need for effective services for the mentally-ill, alcohol- and substance-abusing homeless adults in an appropriate location. I have seen no evidence allowing me to evaluate how effective APC has been in moving homeless individuals from its transitional housing program at Alameda Point into permanent housing or with other stated goals. I do not know to what extent APC has any experience with a number of services that are proposed for the homeless facility. The public deserves some accountability that services that will be provided at the homeless services facility will in fact be effective and delivered by a provider with a record of success. The public lacks this accountability at this time. San Francisco is spending a fortune on homeless services with limited benefit in addressing the problems of homelessness. Why would the City of Alameda want to put in a massively expensive homeless facility next to the regional park, neighborhood residents and businesses without a clear idea of the likelihood of the effectiveness of the services and given the expectation that the behavioral problems of an out-patient homeless population with high rates of mental illness and alcohol and substance abuse will degrade the safety and livability of the surrounding neighborhood? There is no compelling reason that the proposed facility should be located at the entrance to a regional park where children and families will be frightened, harassed or disgusted by the behavior of mentally-ill, substance-abusing homeless individuals. The transitional medical respite care portion of the program will be available for patients 18 years of age and older and will allow county-wide hospitals and emergency rooms to cheaply off-load unstable homeless patients on the city of Alameda. This entire project was not conceived by or for the City of Alameda to meet the needs of the homeless population in Alameda but provides services for the homeless in all of Alameda County and was put forward by an organization seeking ownership of a large federal property for free. Other cities in the county have done very little to address the problem of homelessness in their communities. Why should Alameda allow these cities to continue to evade responsibility for their homeless populations by inviting the disruption on the surrounding Alameda neighborhood for this large, centralized, county-wide program? The mental health of neighbors should also be considered as many are already furious and exasperated by the problems related to homeless individuals in their immediate surroundings. I have been impressed about how Alameda has been very thoughtful about zoning issues in the past. I doubt that the City of Alameda would have independently chosen to place the homeless facility next to [Crab Cove](#), surrounded by residential units and across the street from neighborhood businesses were it not for the fact that that is where the surplus federal property just happened to be located. APC was already given 34 acres at the former Naval Air Station for their programs and this should allow for the provision of the services which have been proposed at the McKay Avenue site. There are other more appropriate sites that should also be considered for this project.

As you know, petitioners have gathered signatures encouraging the City of Alameda to declare the surplus federal property as open space. The voters of Alameda and Contra Costa counties voted overwhelmingly that they wanted the entire federal site to be acquired for a park. The Initial Study and Mitigated Negative Declaration make no mention of the behavioral problems associated with the large increase in the homeless mentally-ill, substance-abusing population that should be expected to congregate in the park and the immediate surroundings of the homeless services facility. The Study ignores these expected problems and nothing that APC has proposed acknowledges responsibility for the behavioral problems to be expected in the neighborhood and APC does not offer any solutions to mitigate these expected problems. I am attaching to this letter an article that appeared on June 24, 2018 in the San Francisco Chronicle about the horrible experiences of neighbors on one San Francisco block confronted by the homeless camping nearby.

Thank you for considering the issues that I have raised. I do not dispute the need for services for the mentally ill and substance-abusing homeless that have been shown to be effective. I have seen no information that has demonstrated the effectiveness of Alameda Point Collaborative's program to transition the homeless from temporary to permanent housing. The homeless services should also be delivered in a location that minimizes the negative impact of the behavioral problems associated with homeless, mentally-ill substance abusers on the

surrounding park, residents and businesses. The proposed location for the homeless services facility on McKay Avenue is definitely not such a location and the proposal shows a profound disregard to the harmful impact it will have on the surrounding area.

Respectfully,

Harvey Rosenthal, M.D.

From the San Francisco Chronicle in June 24, 2018:

Poop. Needles. Rats. Homeless camp pushes SF neighborhood to the edge

One awful experience on one unremarkable city block represent the hellscape that has infuriated many San Francisco residents

By [Heather Knight](#)

The Chronicle receives a deluge of email every day, but one message sent to the news desk on a [Saturday evening](#) in April was particularly memorable.

“There is a suitcase full of human s— on the corner of Isis and 13th,” the email read. “Last night, I had to threaten violence to a man smoking crystal meth on my front porch. This morning, my 2-year-old son and I watched a rat rummage through the trash in our gutter.

“Things have been getting worse and worse on my block since 2010, and the city does NOTHING to fix it,” the angry email continued.

I replied, saying I’d be happy to talk to the man who sent the message and giving him my phone number. I expected to hear from a crank, but that wasn’t who was on the other end of the line when the phone rang.

A pleasant, soft-spoken man said he was the one who’d e-mailed “about a suitcase full of poop.”

“That’s a good way to start a conversation,” he added with a laugh.

He was Ernst Schoen-Rene, a 46-year-old computer programmer who invited me to his home to see the misery for myself. He lives on Isis Street, which stretches just a block from 12th to 13th streets on the edge of South of Market near the Mission District border.

This little block turned out to represent the hellscape that some neighborhoods in San Francisco have become — and then, within weeks, became part of a [crackdown on tent encampments by Mayor Mark Farrell](#). The neighbors, like so many city residents, experienced a swirling mix of emotions, from disgust and despair before the tent clearings to cautious relief and uneasiness about the homeless campers’ unclear fate afterward.

But right after the suitcase-full-of-poop email, it was just sheer frustration.

“I don’t mind a reasonable amount of urban grit,” explained Schoen-Rene, a native of Chico who’s lived in San Francisco since 1994, always opting for edgy neighborhoods.

He and his wife bought their Isis Street condo in 2010 for \$748,000, and by the time he sent the email, he had come to regret it. He felt stuck, unable to afford anything else in today's nutty housing market or the far higher property taxes that would come with a new purchase.



Ernst Schoen-Rene, his wife, Jill, and their son, Laszlo walk along [13th Street](#) as a man looks in a garbage bin. | Lea Suzuki / The Chronicle

“Some days, I want to burn this all down with a flamethrower,” he sighed in exasperation.

Some of the city's biggest names — from [San Francisco Travel](#) to the [Chamber of Commerce](#) to the [Hotel Council](#) — have loudly protested the disastrous conditions on San Francisco's sidewalks in recent months, and regularly get meetings with City Hall politicians, but the voices of everyday residents aren't always heard.

The ones just trying to raise kids, work and, well, live. The ones with so little power, they can't get their supervisors to respond to their requests for help. The ones with the misery literally on their front doorsteps.

Those are the people who live on Isis Street, which should be everything that's good about San Francisco. Funky flats. A group of progressive neighbors, many of whom are artists, writers and other creative types. A walkable neighborhood where you can get to [Rainbow Grocery](#) and a host of bars and restaurants in a flash. There are about 30 units of housing on the block, and six kids younger than 5 are growing up there.



A used syringe lies on the sidewalk on Isis Street. | Lea Suzuki / The Chronicle

It should have been the best of San Francisco, but by April, it had become the worst.

Schoen-Rene's 2½-year-old son, Laszlo, invented a game called “jumping over the poop.” Another kid across the street collected syringe caps and floated them down the stream of dirty gutter water for fun. People “as high as a kite” hopped Schoen-Rene's 10-foot fence. He once tried to pick up a pile of cardboard somebody had ditched on the sidewalk to recycle it. But it was much heavier than he expected. There was a person passed out inside.

Homeless campers cooking over open flames on the sidewalk have started fires. They've partied and injected drugs on Schoen-Rene's front steps, one time repeatedly throwing trash at his door, alarming the family inside with the thumping sound.

"There's the poop and the needles and the rats," Schoen-Rene said. "Oh, my God, there didn't used to be rats."

But the breaking point for him came when neighbors found a black suitcase with wheels on the corner that had clearly been used as a toilet by homeless people.

"I actually started crying, I got so frustrated," Schoen-Rene said. "I flipped out. I started writing to everybody."

He wasn't the only one who'd reached his limit. For Neker Ortiz, who works at Giannini's Auto Body, which backs up onto Isis Street, that moment came when he saw one too many vagrants breaking the windows of cars parked in the neighborhood and stealing items from inside. He said he chased one thief down.

"He was crazy, but I was more crazy than him," Ortiz said. "I was so pissed."



Photo: Lea Suzuki / The Chronicle

Image 1 of 7

People sit and lie on the sidewalk outside [Rainbow Grocery](#).

Much of the problem has stemmed from the fact that Isis Street sits near a Highway 101 overpass, which in the winter of 2015-16 became a magnet for homeless people in tents seeking shelter from the cold and rain. At its high point, 350 people lived in tents sprawling under the overpass, creating a shameful shantytown in the middle of one of the world's richest cities.

The late Mayor Ed Lee [directed the clearing of the tents](#) in February 2016, but they never fully went away. This April, there were dozens of tents dotting the blocks around Isis Street.

The neighbors sought help again and again. Records from the city's 311 call center show that this year, from January through May, residents on the small block made 158 calls requesting assistance. Seventy-seven calls related to encampments, and 26 calls were about human waste.

That's 158 calls in the first five months of this year, compared with 159 calls in all of 2017 and 63 calls in 2016. In 2013, just 13 calls to [311 came from Isis Street](#).

The residents also called police again and again. They emailed politicians at City Hall again and again.

"I don't feel like anything ever happens," Schoen-Rene said in early April.



A woman sits against a building along [13th Street](#). | Lea Suzuki / The Chronicle

The people who have homes on Isis aren't get-off-my-lawn types. The neighbors I met seemed very progressive and genuinely heartsick that other people were living in these filthy conditions on sidewalks.

"I really strongly believe San Francisco is for everybody, not just us, but the community should be livable for everybody," said Schoen-Rene's wife, Jill, an attorney and children's book author. "The suitcase is a symbol. Nobody should have to poop in a suitcase, and nobody should have to find a suitcase full of poop."

Annie Whiteside, who's lived in an apartment on Isis Street for 27 years, is well known in the city's punk scene and used to run Annie's Social Club and Annie's Cocktail Lounge. Now she manages a bar on Divisadero Street. She sports cat eyeglasses, bright red lipstick and tattoos covering her arms.

She said it's scary walking by herself or riding the bus late at night after work, so she has to pay for car service. She can't wear shoes inside anymore because the bottoms became so disgusting from walking on her sidewalk. She has struggled to sleep at night because of the tortuous sounds of screaming and fighting wafting up from the street below.

In the middle of the night not long ago, a man rolled around in the middle of the street “acting like a wild beast — just screaming,” she said. She called 911. She often refrains from calling police if black men are involved, not confident officers would treat them fairly.

She’s certain that if the same scene played out on Telegraph Hill or in St. Francis Wood, the city’s reaction would have been swift and decisive. She likens City Hall to “a snail climbing up Twin Peaks.” She thinks the city should build many more Navigation Centers and install many more public toilets and garbage cans.

“We have all this wealth in the city, and then we have this huge homeless problem,” she said. “It’s so uneven. It’s so unbalanced. They shouldn’t have to live like that, and we shouldn’t have to live like that.”



Artist Karen Koltonow, in her apartment, discusses the despair on the street outside. | Lea Suzuki / The Chronicle

Karen Koltonow, an artist who’s lived in an Isis Street apartment since 1984, agreed that what’s most devastating is the huge influx of wealth into the city juxtaposed with extreme poverty on the sidewalks.

“It builds a rift and a resentment among people,” she said. “I just try to be kind, as kind as I can.”

But remaining calm can be hard at night, when the same noises keeping her neighbor, Whiteside, awake jolt her out of bed, too.

“I listen. I try to make sure nobody’s getting killed. I don’t like to hear female voices,” she said. “I feel kind of powerless and helpless. It kind of gets to me.”

Kolotonow’s apartment is filled with art. She makes little pins with unique phrases stamped onto them. On one visit, she was wearing a pin on her purple sweater reading “Artists’ lives matter.” She gave me a pin reading “Words matter.”

Schoen-Rene wears a safety pin as an earring and has a painting of a skull above his fireplace. Shortly before the mayoral election, he said he’d vote for “anybody but London Breed probably,” referring to the supervisor with the most moderate political viewpoints, who did go on to win. Other neighbors said they’d vote for Breed over Supervisor Jane Kim, who has represented their neighborhood during its decline.

On one of my visits to Isis Street in early April, the sidewalks at the end of the block underneath the freeway were teeming with homeless people. One woman leaned against a wall with drug paraphernalia spread around her. She alternately cried, gave huge clownish smiles and screamed profanities.

A man with a pile of belongings and a dog nestled in an open suitcase stood nearby. He said his name is just Roni and he’s been homeless for eight years. He said he’s addicted to meth. His teeth seemed to be disintegrating.

“It’s a hard way to live. There’s a lot of stress,” he said, talking loudly over the sound of whizzing traffic above. “I just want to be somewhere where I can relax. Sleep maybe.”

Weeks later, people like Roni were gone. Mayor Farrell had directed the clearing of the remaining tents in the area, emphasizing that those living inside had been offered services and shelter repeatedly and had declined.

“This is just the beginning,” Farrell said. “Tents should not be part of the permanent landscape in San Francisco.”

Whiteside said she was glad for “a little reprieve” but wondered why the sudden change after so many calls for help. And what happened to all those people in tents who are now gone.

“For months and months and months, nothing happens, and then they clean,” she said shortly after Farrell’s move. “Now my street’s clean this week, but those people aren’t trash. It’s a double-edged sword.”

Would it hold? Would Isis Street remain clear? So far, so good.

Schoen-Rene called the changed landscape “almost uncanny.” He’s happy and relieved, but also confused. He doesn’t know where those who didn’t accept shelter went — and the [Farrell administration hasn’t bothered to track them](#).

“It’s as if they all got raptured,” Schoen-Rene said.

It’s far from perfect. On a recent day, he saw a tent on his corner with four people inside “with needles hanging out of their feet.” Police came and whisked them out of the neighborhood, signaling [Farrell’s](#) determination to

keep the area clear. There's still human feces on his street sometimes. And rats. And the wait-and-see feeling that the disastrous conditions could reappear at any time.

"Still, it's amazing to have the street clean," Schoen-Rene said. "It's clean. It's nuts."

Chronicle staff writer Joaquin Palomino contributed to this report.

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Photo of homeless campsite behind federal pump house property on McKay Avenue with garbage, liquor bottles and possibly toxic substances.

Sent from my iPad

