CITY OF ALAMEDA
Memorandum

To: Honorable Mayor and
Members of the City Council

Honorable Chair and
Members of the Community Improvement Commission

Honorable Chair and
Members of the Housing Authority Board of Commissioners

From: Lisa Goldman
Acting City Manager/Acting Executive Director/Acting Chief Executive Officer

Date: February 1, 2011

Re: Approve a Public Improvements Reimbursement Agreement between the City of Alameda and the Community Improvement Commission of the City of Alameda and Adopt Related Resolutions for the Funding of Public Improvements in the Business and Waterfront Improvement Project and the West End Community Improvement Project Areas

Approve an Affordable Housing Reimbursement Agreement between the Housing Authority of the City of Alameda and the Community Improvement Commission of the City of Alameda and Adopt Related Resolutions for the Funding of Affordable Housing in the Business and Waterfront Improvement Project and the West End Community Improvement Project Areas

BACKGROUND

On Monday, January 10, 2011, Governor Brown issued his 2011-12 budget proposal. The proposal includes the dissolution of redevelopment agencies statewide and the requirement that all future tax increment be used only to satisfy the agencies' existing obligations. Given the current budget proposal, staff is recommending that the Community Improvement Commission of the City of Alameda (CIC), the City's redevelopment agency, and the City of Alameda enter into an agreement for funding public improvements (Public Improvement Reimbursement Agreement) (Exhibit 1) associated with the projects and priorities that the City and CIC have previously envisioned for the Business and Waterfront Improvement Project (BWIP) and the West End Community Improvement Project (WECIP) areas. The CIC would agree to fund the improvements with existing and future tax increment financing (80% funds) from the BWIP and WECIP redevelopment areas; and the City would agree to implement the public infrastructure improvements. The BWIP consists generally of the northern

waterfront and Park Street and Webster Street business districts, and the WECIP consists generally of the Marina Village area.

In addition, it is recommended that the CIC and Housing Authority enter into an agreement for funding affordable housing (Affordable Housing Reimbursement Agreement) (Exhibit 2). These funds will be used to preserve and expand the supply of affordable housing consistent with the goals and objectives of the BWIP and WECIP Community Improvement Plans and Five-Year Implementation Plan. Pursuant to the attached agreement, the CIC would fund the affordable housing with existing and future Low- and Moderate-Income funds, currently 20% of tax increment funds received from the BWIP and WECIP improvement areas, and the Housing Authority would implement the affordable housing projects.

DISCUSSION

Public Improvements Reimbursement Agreement

The CIC currently has numerous projects, ranging from pre-development to actual construction. These projects include significant public infrastructure projects and participation in public-private development projects. The CIC also maintains a list of potential projects that could be funded with future CIC resources and that would assist in the elimination of blight and serve as a catalyst for private investment in the BWIP and WECIP areas. These public infrastructure projects (Projects) comprise the capital improvement program attached as an exhibit to the Public Improvements Reimbursement Agreement that the City will agree to implement with tax increment funds from the CIC. The total cost of these public improvements is currently estimated to be $64 million. Examples of these important public improvements include: the Mitchell Avenue extension from Alameda Landing to Main Street; the Clement Avenue improvements and extension along the northern waterfront; and the next phases of the Park Street and Webster Street streetscape improvements.

Upon implementation, the identified projects will improve the local economy and accelerate recovery from the current economic downturn; construct, rehabilitate or replace publicly-owned capital improvements and public improvements to facilitate new economic development; provide housing; and ensure the creation of local, high-quality construction and permanent jobs.

California Redevelopment Law (CRL) provides that the CIC, a California redevelopment agency, may, with the consent of the City Council, pay for public improvements that are publicly-owned either within or contiguous to a redevelopment project area, if the City Council determines that:

1) The acquisition of land or installation or construction of such public improvements that are publicly-owned are of benefit to the redevelopment

project area by helping to eliminate blight within the project area or providing housing for low- or moderate-income persons.

2) No other reasonable means of financing the acquisition of land or installation or construction of the buildings, facilities, structures or other improvements that are publicly-owned are available to the community.

3) The payment of redevelopment agency funds for the acquisition of land or the cost of buildings, facilities, structures or other improvements that are publicly-owned are available to the community.

The projects included in the Public Improvements Reimbursement Agreement meet these requirements. Staff recommends that the City Council and CIC enter into the Public Improvements Reimbursement Agreement to ensure that essential public improvements that remove blight and improve economic development in the city are implemented.

Affordable Housing Reimbursement Agreement

In October 2010, the City Council accepted a report entitled *Affordable Housing Development Pipeline*. The report identified a number of affordable housing projects to be developed by the Housing Authority, in partnership with the CIC, over the next ten years. Those projects identified as short-to-medium term could be developed within the next five years, and longer-term projects would be developed within ten years. These affordable housing projects comprise the affordable housing program attached as an exhibit to the reimbursement agreement and include the acquisition and rehabilitation of the Islander Motel, construction of the recently approved project for adults with developmental disabilities at 2216 Lincoln Avenue, and a proposed affordable housing project at the former Island High School site. The Housing Authority agrees to implement these projects with low- and moderate-income funds (20% tax increment funds) received from the CIC. The total local funding commitment for these projects is currently estimated to be $27 million.

Affordable housing is a critical unmet need throughout the Bay Area, and the City of Alameda is no exception. Funding the preservation and expansion of housing affordable to very low-, low-, and moderate-income households is key to a vibrant and sustainable local economy. In addition to funding these important activities, 20% funds are used to administer the CIC's inclusionary housing program, and undertake various reporting activities, as required by State law.

Staff recommends that the CIC and HBOC enter into the attached Affordable Housing Reimbursement Agreement to ensure that critical projects are completed to provide affordable housing to very low-, low-, and moderate-income residents.

FINANCIAL IMPACT

The Public Improvements Reimbursement Agreement would encumber existing and future tax increment from the CIC BWIP and WECIP areas to cover the costs of the Projects, such as public improvements, programs and initiatives outlined in the attached Public Improvements Reimbursement Agreement.

The Affordable Housing Reimbursement Agreement would encumber existing and future low- and moderate-income funds (20% tax increment funds) from the CIC BWIP and WECIP areas to fund the rehabilitation and production of housing affordable to very low-, low-, and moderate-income households as outlined in the Agreement.

RECOMMENDATION

Approve a Public Improvements Reimbursement Agreement between the City of Alameda and the Community Improvement Commission of the City of Alameda and adopt related resolutions for the Funding of Public Improvements in the Business and Waterfront Improvement Project Area and the West End Community Improvement Project Area.

Approve an Affordable Housing Reimbursement Agreement between the Housing Authority of the City of Alameda and the Community Improvement Commission of the City of Alameda and adopt related resolutions for the funding of affordable housing in the Business and Waterfront Improvement Project and the West End Community Improvement Project Areas

Respectfully submitted,

Jennifer Ott
Deputy City Manager

Michael T. Pucci
Executive Director

By:

Dorene E. Soto
Business Development Manager

Debbie Potter
Housing Development and Programs Manager

Approved as to funds and account,

Fred Marsh
Controller

Exhibits:

1. Public Improvements Reimbursement Agreement
2. Business and Waterfront Improvement Project Area Map
3. Affordable Housing Reimbursement Agreement

PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT
(West End and Business and Waterfront Community Improvement Projects)

THIS PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 2011, by and between the CITY OF ALAMEDA ("City") and the COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA ("Commission"), with reference to the following facts:

A. Commission has prepared Community Improvement Plans ("Community Improvement Plans") for the West End and Business and Waterfront Community Improvement Project Areas ("Project Areas"), which result in the allocation of property taxes from the Project Areas to the Commission ("Tax Increment") pursuant to Section 33670(b) of the California Community Redevelopment Law (Health & Safety Code Section 33000 et seq.) ("CRL") for purposes of redevelopment.

B. The intent of the Community Improvement Plans is, in part, to provide for the construction and installation of necessary public infrastructure and facilities and to facilitate the restoration and/or replacement of existing inadequate public facilities; to take all other necessary actions to implement the Community Improvement Plans for the respective Project Areas; and to expend Tax Increment to accomplish the goals and objectives of the respective Community Improvement Plans.

C. The Commission has adopted a Five-Year Implementation Plan for the Project Areas ("Implementation Plan") establishing goals for elimination of blight, production of affordable housing, construction of infrastructure and public improvements and community and commercial revitalization. To implement the programs and activities associated with each goal, the Commission has committed redevelopment funds from the Project Areas based on estimated available Tax Increment revenue and debt financing structures. The Community Improvement Plans and the Implementation Plan and all official records of the Commission, as amended from time to time, are incorporated herein by reference.

D. Pursuant to Section 33220 of the CRL, certain public bodies, including the City may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Commission desires assistance and cooperation of the City to carry out the public infrastructure and improvement projects listed in Exhibit 1 attached hereto and incorporated herein by this reference (collectively, "Projects"). The programs and activities associated with the Projects include but are not limited to acquisition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing, project administration and new construction or rehabilitation, as applicable.

E. The City is willing to aid and cooperate with the Commission to expeditiously implement the Projects in accordance with the Community Improvement Plans and Implementation Plan on the condition that Commission pledge Net Available Tax Increment, as

defined in Recital F below, to finance the Projects in this current fiscal year and forthcoming fiscal years.

F. For purposes of this Agreement, "Net Available Tax Increment" means any and all Tax Increment revenues, including (1) any and all Tax Increment funds currently held by the Commission, which are not budgeted or appropriated for payment of other indebtedness or obligations of the Commission; (2) any and all net proceeds of bonded indebtedness currently or hereafter held by the Commission or any lawful successor of Commission (except to the extent otherwise determined by the City Manager on behalf of the City and the Commission Executive Director on behalf of the Commission); and (3) all future Tax Increment revenues allocated to the Commission, or any lawful successor of Commission, pursuant to the Community Improvement Plans and the CRL or other applicable law, to pay indebtedness of the Commission after the Commission or its successor has made all necessary annual payments with respect to other outstanding debt obligations of the Commission, including without limitation bonded indebtedness, pass-through payments owed to affected taxing entities under written agreement or Sections 33607.5 or 33607.7 of the CRL, written agreements with other persons or entities, and any other statutorily required payment obligations of the Commission, but excluding those Tax Increment revenues which Commission is required to deposit into the Commission's Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the CRL.

G. The City Council ("Council") and the Commission Board by resolution have each found that the use of Commission's Net Available Tax Increment for the publicly-owned improvements described in Exhibit 1 is in accordance with Section 33445 of the CRL and other applicable law. Said Council and Commission resolutions are each based on the authority of the Commission, with the consent of the Council, to pay all or part of the cost of the land for and the installation and construction of any facility, structure, or other improvements which are publicly owned either inside or contiguous to a project area, if the Council makes certain determinations.

H. By approving and entering into this Agreement, the Commission has approved the pledge of Net Available Tax Increment from the Project Areas to pay for the Projects. The obligations of the Commission under this Agreement shall constitute an indebtedness of the Commission for the purpose of carrying out the Community Improvement Plans for the Project Areas and a pledge of Net Available Tax Increment received by the Commission from the Project Areas to pay such indebtedness under the provisions of Article XVI, Section 16 of the Constitution of the State of California, the CRL and the Community Improvement Plans.

I. This Agreement is in addition to, and does not supersede any other cooperative, repayment or reimbursement agreements entered into between the Commission and the City.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. INTRODUCTORY PROVISIONS

1.1 The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement and are incorporated into the terms and conditions of this Agreement.

2. COMMISSION'S OBLIGATIONS

2.1 The Commission agrees to pay to the City the amounts set forth in Exhibit 1, or such lesser amounts to the extent the costs incurred by City to carry out the Projects are less than the budgeted amounts set forth in Exhibit 1, to reimburse City for all costs incurred by the City in connection with the Projects, including without limitation all costs of planning, land acquisition, financing, development, permitting, design, site testing and environmental remediation, other predevelopment activities (e.g., preparation of appraisals, geotechnical analyses, title reports and relocation plans), bidding, project administration, construction and construction management. The Commission's obligations under this Agreement, including without limitation the Commission's obligation to make the payments to the City required hereunder, shall constitute an indebtedness of the Commission for the purpose of carrying out the redevelopment of the Project Areas and are obligations to make payments authorized and incurred pursuant to Section 33445 and other applicable statutes. The obligations of the Commission set forth in this Agreement are contractual obligations that, if breached, will subject the Commission to damages and other liabilities or remedies.

2.2 The obligations of Commission under this Agreement shall be payable out of Net Available Tax Increment, as defined in Recital F above allocated to the Commission or any lawful successor entity of the Commission to carry out the Community Improvement Plans and/or pay indebtedness of the Commission pursuant to Section 33670 *et seq.* of the CRL, Article XVI, Section 16 of the Constitution of the State of California, and any other applicable constitutional provision, statute or other provision of law now existing or adopted in the future.

2.3 The indebtedness of Commission under this Agreement shall be subordinate to the rights of the holder or holders of any outstanding bonds, notes or other instruments of indebtedness (all referred to herein as "indebtedness") of the Commission incurred or issued to finance redevelopment of the Project Areas, including without limitation any pledge of Net Available Tax Increment revenues from the Project Areas to pay any portion of the principal and interest (and otherwise comply with the obligations and covenants) of any bond or bonds heretofore issued or sold or issued or sold in the future by the Commission with respect to the Project Areas.

2.4 All payments due to be made by the Commission to the City under this Agreement shall be made by the Commission within the times set forth in Exhibit 1 and as otherwise necessary to reimburse the City for the costs incurred by City in performing its obligations hereunder. City shall provide Commission with a report from time to time as requested by Commission accompanied by evidence reasonably satisfactory to the Commission's Executive Director that City's progress in the development and construction of the Project for which payment is requested is commensurate with the amount of the requested payment and that City has incurred costs or obligations equal to or greater than the amount requested.

3. CITY'S OBLIGATIONS

3.1 The City shall accept and devote any and all funds offered by the Commission pursuant to this Agreement solely to completion of the Projects by (i) reimbursing City accounts or using such funds to make City expenditures to perform the work required to carry out and

complete the Projects; (ii) utilizing such funds to pay debt service on bonds or other indebtedness or obligations that the City has or will incur for such purposes; and/or (iii) paying such funds into a special fund of the City to be held and expended only for the purpose of satisfying the obligations of the City hereunder.

3.2 It is the responsibility of City to pay all development and construction costs in connection with the Projects from funds paid to the City by the Commission under this Agreement.

3.3 Prior to commencement of work on any of the listed Projects, all necessary environmental review required by the California Environmental Quality Act ("CEQA") shall be completed. This Agreement in no way limits the discretion of the Planning Board, the Commission Board or the City Council in completing environmental review of the Projects.

3.4 The City shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, and shall timely complete the work required for each Project within the times set forth in Exhibit 1.

4. LIABILITY AND INDEMNIFICATION

4.1 In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, costs or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

5. DEFAULT

5.1 If either party fails to perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this Agreement, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this section are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

6. MODIFICATION OF PROJECTS

6.1 The City and Commission may modify the list of Projects and time schedules set forth in Exhibit 1 from time to time to provide for the use of additional federal, state and local funds; to account for unexpected changes in available revenues; to modify or delete a particular project; to modify the cost estimate for individual projects; to maintain consistency with the City's General Plan or the Community Improvement Plans; or to take into consideration unforeseen circumstances including circumstances that may come to light as a result of subsequent CEQA review. Any such modifications shall be in writing and subject to approval by the City Council and Commission Board.

7. TERMINATION OF AGREEMENT

7.1 This Agreement and the obligations of the City and Commission hereunder shall terminate upon the earlier of completion of the Projects by the City and Commission's reimbursement of City's costs incurred in connection therewith or December 31, 2026.

8. MISCELLANEOUS

8.1 This Agreement may be executed in multiple originals, each of which is deemed to be an original.

8.2 This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

8.3 This Agreement is intended solely for the benefit of the City and the Commission. Notwithstanding any reference in this Agreement to persons or entities other than the City and the Commission, there shall be no third party beneficiaries under this Agreement.

8.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

8.5 If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

8.6 This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF ALAMEDA

By: _____
Lisa Goldman,
Acting City Manager

Attest: _____
Lara Weisiger, City Clerk

Approved As To Form:

By: _____
Donna Mooney,
Acting City Attorney

COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA

By: _____
Lisa Goldman,
Acting Executive Director

Attest: _____
Lara Weisiger, Secretary

Approved As To Form:

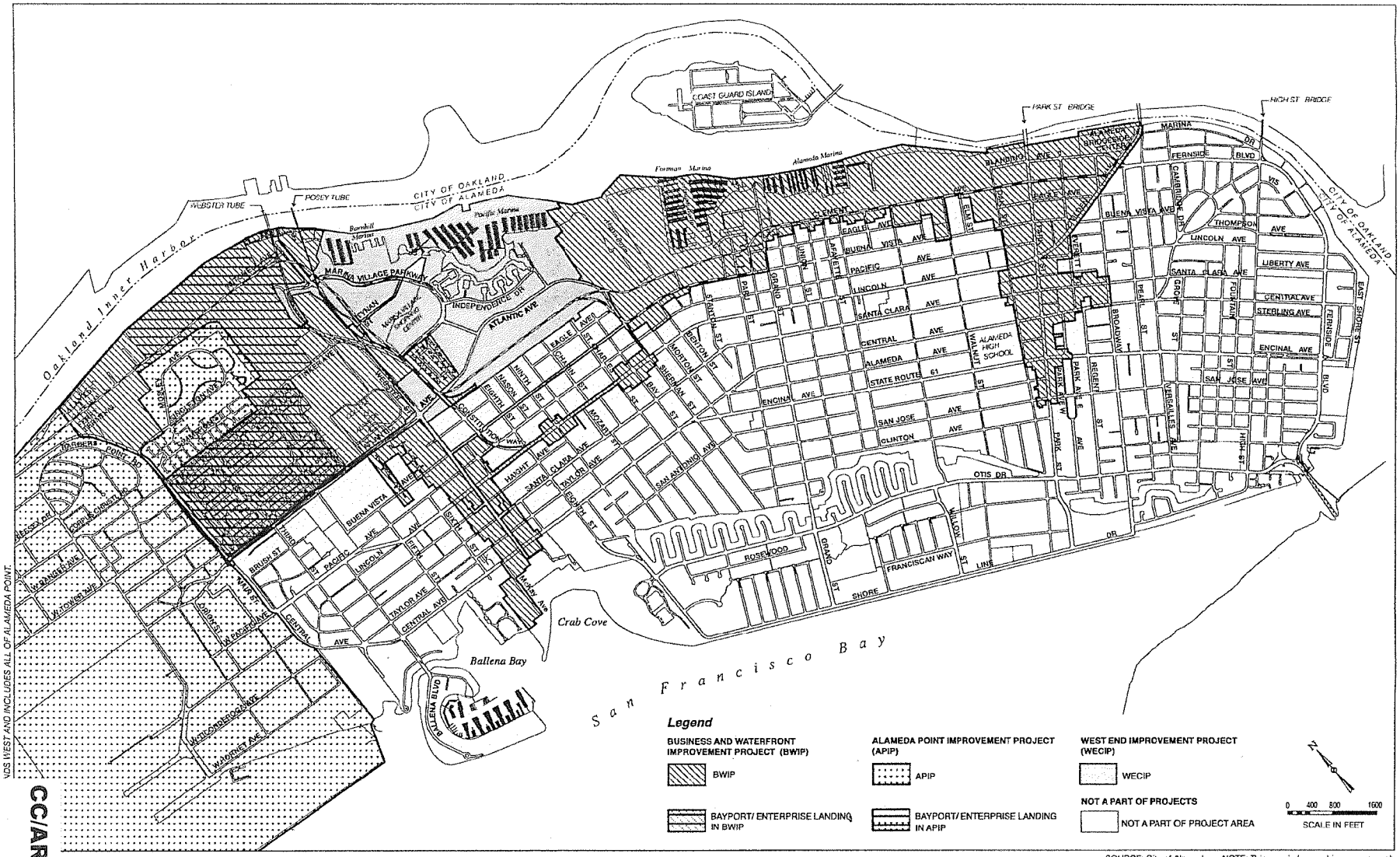
By: _____
Donna Mooney,
Acting General Counsel

Exhibit 1
WECIP/BWIP PUBLIC IMPROVEMENTS
Budget and Schedule of Performance

			Scheduled Performance	
Project Description		**Cost**	**FY Start**	**FY Complete**
Backbone Infrastructure				
1	Mitchell Extension from Alameda Landing to Main St.	$6,000,000	2012	2015
2	Mitchell Ave. Extension b/w Mariner Square Loop and Alameda Landing western boundary	$3,200,000		
3	Stargell Ave. Expansion to 4 lanes	$3,000,000		
4	Boatoworks Mitigations -- Improvements to Park Street and Blanding Avenue Intersection and Park Street and Clement Avenue Intersection; Traffic Signal Modification along Park Street for Transit Signal Priority; New Signal at Oak Street and Clement Avenue; and Street Resurfacing of Oak Stret and Clement Avenue	$1,700,000	2012	2016
5	Clement Ave. Extension – Peter Wang Property	$10,500,000	2014	2024
6	Clement Ave. Extension Thru Pennzoil Property	$6,000,000	2014	2024
7	Clement Ave. Extension b/w Broadway and Tilden Way	$2,900,000	2014	2024
8	Clement Ave. Track Removal	$1,800,000		
9	Blanding Ave. Track Removal	$600,000	2012	2014
10	Park/Ride Lot and Mariner Square Drive Extension to Marina Village Parkway	$8,500,000		
11	Inter-modal Cross Alameda Trail - Transit, Bike, Pedestrian Trail	$10,000,000	2014	2026
12	5th Street extension thru Alameda Landing (between Stargell and Mitchell)	$6,300,000	2012	2022
13	Alameda Landing Traffic Signals (3)	$900,000	2012	2017
	Subtotal Backbone Intrastructure	**$61,400,000**		
Streetscapes				
14	Park Street Phase II and III	$700,000	2011	2018
15	Webster Street Phase II	$2,000,000	2014	2016
	Subtotal Streetscapes	**$2,700,000**		
	Total Public Improvements	**$64,100,000**		

Note:

The budgeted costs above include construction costs plus contingency, Professional Services, Plan check & Inspection, Construction Management and Contract Administration.



VDS WEST AND INCLUDES ALL OF ALAMEDA POINT.

SOURCE: City of Alameda NOTE: This map is for graphic purposes only.

CC/ARRA/CIC/HABOC
Exhibit 2 to
Agenda Item #3-B
02-01-11

AFFORDABLE HOUSING REIMBURSEMENT AGREEMENT
(West End and Business and Waterfront Community Improvement Projects)

THIS AFFORDABLE HOUSING REIMBURSEMENT AGREEMENT ("Agreement") is entered into this _____ day of _____, 2011, by and between the COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA ("Commission") and the HOUSING AUTHORITY OF THE CITY OF ALAMEDA ("Authority"), with reference to the following facts:

A. Commission has prepared Community Improvement Plans ("Community Improvement Plans") for the West End and Business and Waterfront Community Improvement Project Areas ("Project Areas"), which result in the allocation of property taxes from the Project Areas to the Commission ("Tax Increment") pursuant to Section 33670(b) of the California Community Redevelopment Law (Health & Safety Code Section 33000 et seq.) ("CRL") for purposes of redevelopment.

B. The intent of the Community Improvement Plans is, in part, to provide for the production and rehabilitation of for-sale and rental housing affordable to very low-, low- and moderate-income persons and families; to take all necessary actions to implement the Community Improvement Plans for the respective Project Areas; and to expend Tax Increment to accomplish the affordable housing goals and objectives of the respective Community Improvement Plans.

C. The Commission has adopted a Five-Year Implementation Plan for the Project Areas ("Implementation Plan") establishing goals for, among other things, elimination of blight and production and rehabilitation of affordable housing. To implement the programs and activities associated with each affordable housing goal, the Commission has committed redevelopment funds from the Project Areas based on estimated available Tax Increment revenue and debt financing structures. The Community Improvement Plans and the Implementation Plan and all official records of the Commission, as amended from time to time, are incorporated herein by reference.

D. Pursuant to Section 33220 of the CRL, certain public bodies, including the Authority may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Commission desires assistance and cooperation of the Authority to carry out the affordable housing programs and projects listed in Exhibit 1 attached hereto and incorporated herein by this reference (collectively, "Projects"). The affordable housing programs and activities associated with the Projects include but are not limited to acquisition of property, development of design criteria, design, planning, preparation of construction bid documents, financial analysis, financing, project administration and new construction or rehabilitation, as applicable.

E. The Authority is willing to aid and cooperate with the Commission to expeditiously implement the Projects in accordance with the Community Improvement Plans and

Implementation Plan on the condition that Commission pledge Net Available LMI Funds, as defined in Recital F below, to finance the Projects in this current fiscal year and forthcoming fiscal years.

F. For purposes of this Agreement, "Net Available LMI Funds" means that portion of the Tax Increment revenues, currently 20%, which Commission is required to deposit into the Commission's Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the CRL ("LMI Funds"), including (1) any and all LMI Funds currently held by the Commission, which are not budgeted or appropriated for payment of other indebtedness or obligations of the Commission; (2) any and all net proceeds of Low and Moderate Income Housing Fund bonded indebtedness currently or hereafter held by the Commission or any lawful successor of Commission (except to the extent otherwise determined by the Chief Executive Officer on behalf of the Authority and the Commission Executive Director on behalf of the Commission); and (3) all future LMI Funds allocated to the Commission, or any lawful successor of Commission, pursuant to the Community Improvement Plans and the CRL or other applicable law, to pay Low and Moderate Income Housing Fund indebtedness of the Commission after the Commission or its successor has made all necessary annual payments with respect to other outstanding Low and Moderate Income Housing Fund debt obligations, including without limitation bonded indebtedness, pass-through payments owed to affected taxing entities under written agreement or, if applicable, Sections 33607.5 or 33607.7 of the CRL, written agreements with other persons or entities, and any other statutorily required payment obligations of the Commission.

G. By approving and entering into this Agreement, the Commission has approved the pledge of Net Available LMI Funds from the Project Areas to pay for the Projects. The obligations of the Commission under this Agreement shall constitute an indebtedness of the Commission for the purpose of carrying out the Community Improvement Plans for the Project Areas and a pledge of Net Available LMI Funds received by the Commission from the Project Areas to pay such indebtedness under the provisions of Article XVI, Section 16 of the Constitution of the State of California, the CRL and the Community Improvement Plans.

H. This Agreement is in addition to, and does not supersede any other cooperative, repayment or reimbursement agreements entered into between the Commission and the Authority.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. INTRODUCTORY PROVISIONS

1.1 The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement and are incorporated into the terms and conditions of this Agreement.

2. COMMISSION'S OBLIGATIONS

2.1 The Commission agrees to pay to the Authority the amounts set forth in Exhibit 1, or such lesser amounts to the extent the costs incurred by Authority to carry out the Projects are

less than the budgeted amounts set forth in Exhibit 1, to reimburse Authority for all costs incurred by the Authority in connection with the Projects, including without limitation all costs of planning, land acquisition, financing, development, permitting, design, site testing and environmental remediation, other predevelopment activities (e.g., preparation of appraisals, geotechnical analyses, title reports and relocation plans), bidding, project administration, construction and construction management. The Commission's obligations under this Agreement, including without limitation the Commission's obligation to make the payments to the Authority required hereunder, shall constitute an indebtedness of the Commission for the purpose of carrying out the redevelopment of the Project Areas and are obligations to make payments authorized by Section 33334.2 *et seq.* of the CRL. The obligations of the Commission set forth in this Agreement are contractual obligations that, if breached, will subject the Commission to damages and other liabilities or remedies.

2.2 The obligations of Commission under this Agreement shall be payable out of Net Available LMI Funds, as defined in Recital F above, allocated to the Commission or any lawful successor of the Commission to carry out the Community Improvement Plans and/or pay indebtedness of the Commission pursuant to Section 33670 *et seq.* of the CRL, Article XVI, Section 16 of the Constitution of the State of California, and any other applicable constitutional provision, statute or other provision of law now existing or adopted in the future.

2.3 The indebtedness of Commission under this Agreement shall be subordinate to the rights of the holder or holders of any outstanding bonds, notes or other instruments of indebtedness (all referred to herein as "indebtedness") of the Commission incurred or issued to finance redevelopment of the Project Areas, including without limitation any pledge of Tax Increment revenues from the Project Areas to pay any portion of the principal and interest (and otherwise comply with the obligations and covenants) of any bond or bonds heretofore issued or sold or issued or sold in the future by the Commission with respect to the Project Areas.

2.4 All payments due to be made by the Commission to the Authority under this Agreement shall be made by the Commission within the times set forth in Exhibit 1 and as otherwise necessary to reimburse the Authority for the costs incurred by Authority in performing its obligations hereunder. Authority shall provide Commission with a report from time to time as requested by Commission accompanied by evidence reasonably satisfactory to the Commission's Executive Director that the Authority's progress in the development and construction of the Project for which payment is requested is commensurate with the amount of the requested payment and that Authority has incurred costs or obligations equal to or greater than the amount requested.

3. AUTHORITY'S OBLIGATIONS

3.1 The Authority shall accept and devote any and all funds offered by the Commission pursuant to this Agreement solely to completion of the Projects by (i) reimbursing the Authority's accounts or using such funds to make Authority expenditures to perform the work required to carry out and complete the Projects; (ii) utilizing such funds to pay debt service on bonds or other indebtedness or obligations that the Authority has or will incur for such purposes; and/or (iii) paying such funds into a special fund of the Authority to be held and expended only for the purpose of satisfying the obligations of the Authority hereunder.

3.2 It is the responsibility of Authority to pay all development and construction costs in connection with the Projects from funds paid to the Authority by the Commission under this Agreement.

3.3 Prior to commencement of work on any of the listed Projects, all necessary environmental review required by the California Environmental Quality Act ("CEQA") shall be completed. This Agreement in no way limits the discretion of the City Council, Planning Board, the Commission Board or the Authority Board in completing environmental review of the Projects.

3.4 The Authority shall perform its obligations hereunder in accordance with the applicable provisions of federal, state and local laws, and shall timely complete the work required for each Project within the times set forth in Exhibit 1.

4. LIABILITY AND INDEMNIFICATION

4.1 In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Government Code Section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code Section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, costs or expenses that may be incurred by such other party solely by reason of Government Code Section 895.2.

5. DEFAULT

5.1 If either party fails to perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this Agreement, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this section are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

6. MODIFICATION OF PROJECTS

6.1 The Authority and Commission may modify the list of Projects and time schedules set forth in Exhibit 1 from time to time to provide for the use of additional federal, state and local funds; to account for unexpected changes in available revenues; to modify or delete a particular project; to modify the cost estimate for individual projects; to maintain

consistency with the City's General Plan or the Community Improvement Plans; or to take into consideration unforeseen circumstances including circumstances that may come to light as a result of subsequent CEQA review. Any such modifications shall be in writing and subject to approval by the Authority Board and Commission Board.

7. TERMINATION OF AGREEMENT

7.1 This Agreement and the obligations of the Authority and Commission hereunder shall terminate upon the earlier of completion of the Projects by the Authority and Commission's reimbursement of Authority's costs incurred in connection therewith or September 1, 2041.

8. MISCELLANEOUS

8.1 This Agreement may be executed in multiple originals, each of which is deemed to be an original.

8.2 This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

8.3 This Agreement is intended solely for the benefit of the Authority and the Commission. Notwithstanding any reference in this Agreement to persons or entities other than the Authority and the Commission, there shall be no third party beneficiaries under this Agreement.

8.4 All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

8.5 If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect.

8.6 This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

By: _____
Lisa Goldman,
Acting Chief Executive Officer

Attest: _____
Michael T. Pucci, Secretary

Approved As To Form:

By: _____
Donna Mooney,
Acting General Counsel

Recommended for Approval:

By: _____
Michael T. Pucci
Executive Director

COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA

By: _____
Lisa Goldman,
Acting Executive Director

Attest: _____
Lara Weisiger, Secretary

Approved As To Form:

By: _____
Donna Mooney,
Acting General Counsel

Exhibit 1

BWIP/WECIP AFFORDABLE HOUSING
BUDGET AND SCHEDULE OF PERFORMANCE

			Scheduled Performance	
	Project Description	Cost	FY Start	FY Complete
Local Share of Funding Affordable Houisng Projects				
1	Acquisition and Rehab of Islander Motel	$10,000,000	2011	2014
2	24-unit Affordable Housing Project at 2437 Eagle Street	$2,400,000	2011	2014
3	15 Units of Senior Housing above Commercial at 1435 Webster St.	$1,500,000	2011	2014
4	32 Inclusionary Units at Alameda Landing	$1,600,000	2013	2018
5	27 Inclusionary Units at Boatworks Site	$2,000,000	2012	2020
6	Housing Element Unit Production	$4,500,000	2014	2020
	Subtotal Local Share of Funding Affordable Housing	**$22,000,000**		
Purchase of Affordable Housing Covenants				
7	Five Years x 128 units at Independence Plaza	$4,000,000	2026	2031
	Subtotal Purchase of Affordable Housing Covenants	**$4,000,000**		
Inclusionary Housing Program Administration				
8	Administer the Inclusionary Housing Program	$1,000,000	2011	2041
	Subtotal Inclusionary Housing Program Administration	**$1,000,000**		
	Total - Affordable Housing	**$27,000,000**		

Note:

The budgeted costs above include construction costs plus contingency, Professional Services, Plan Check & Inspection, Construction Management and Contract Administration.

CITY OF ALAMEDA RESOLUTION NO. _____

Approved as to Form
City Attorney

APPROVING AND AUTHORIZING EXECUTION OF A PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND THE COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA FOR THE BWIP/WECIP PROJECT AREAS

WHEREAS, the Community Improvement Commission of the City of Alameda ("**Commission**") is carrying out the Community Improvement Plans (collectively, "**Community Improvement Plans**") for the West End and Business and Waterfront Improvement Projects (collectively, "**Projects**"); and

WHEREAS, under the Community Improvement Plans, the City of Alameda ("**City**") shall aid and cooperate with the Commission in carrying out the Projects and shall take actions necessary to ensure the fulfillment of the purposes of the Community Improvement Plans and to eliminate and prevent the recurrence or spread of conditions causing blight within the areas of the Projects ("**Project Areas**"); and

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) (the "**CRL**"), for the purposes of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects within the Project Areas, the City may, among other things, exercise the following powers: sell or lease any of its property to the Commission; cause public improvements to be furnished in connection with redevelopment projects; plan or replan and zone or rezone any part of a redevelopment project; and enter into agreements with the Commission respecting actions to be taken pursuant to any such powers; and

WHEREAS, pursuant to Section 33445(a) of the CRL, the Commission may, with the consent of the City Council of the City of Alameda ("**City Council**"), pay all or part of the value of the land for and the cost of the installation and construction of any buildings, facilities, structures or other improvements which are publicly owned and located inside or contiguous to a project area upon a determination by the City Council that such building, facilities, structures or other improvements are of benefit to the project area by helping to eliminate blight within the project area, that no other reasonable means of financing the acquisition of the land or installation or construction of such buildings, facilities, structures or other improvements that are publicly owned are available to the community, that the payment of funds for the acquisition of the land or installation or construction of the building, facilities, structure or other improvements that are publicly owned is consistent with the implementation plan adopted by the Commission pursuant to Section 33490 of the CRL; and

WHEREAS, pursuant to Section 33445(c) of the CRL, when the value of the land or the cost of installation and construction of a building, facility,

structure, or other improvement that is publicly owned, or both, has been, or will be, paid or provided for initially by the City, the Commission may enter into a contract with the City under which the Commission agrees to reimburse the City for all or part of the value of the land or all or a part of the cost of the building, facility, structure or other improvement that is publicly owned, or both, by periodic payments over a period of years; and

WHEREAS, the Commission and City Council have prepared and wish to enter into a Public Improvements Reimbursement Agreement ("**Agreement**") to provide for City's development and construction of certain public improvements ("**Public Improvements**") within or contiguous to the Project Areas and Commission's reimbursement of City for the costs of the Public Improvements; and

WHEREAS, program Final Environmental Impact Reports were prepared and certified on the Community Improvement Plans ("Final EIRs") in accordance with the California Environmental Quality Act ("CEQA"), which included analysis of the Public Improvements on a programmatic level; and

WHEREAS, at this time there are no preliminary drawings, plans or other sufficient information to enable a meaningful environmental assessment of the specific Public Improvements, and consequently, the Agreement provides that the commitment of funds to and commencement of the specific projects set forth therein shall be subject to completion of additional environmental review and analysis, as required by CEQA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALAMEA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby finds and determines that the provision of the proposed Public Improvements are of benefit to the Project Areas as they will help to eliminate blight within the Project Areas, that no other reasonable means of financing the Public Improvements are available to the community; and that the payment of funds for the Public Improvements is consistent with the Commission's Implementation Plan for the Projects adopted pursuant to Section 33490 of the CRL. These findings and determinations are based upon the following facts:

a. All the Public Improvements are either located within or contiguous to the Project Areas and will assist in eliminating the following blight conditions: Defective design and character of physical construction, residential overcrowding, small or irregular lots, inadequate public improvements and varying degrees of social and economic maladjustments.

b. Although the City is able to aid and assist the Commission by undertaking the Public Improvements and initially providing the funds necessary for the acquisition of land or

the construction or installation of the Public Improvements, the City lacks the resources necessary to permanently fund the Public Improvements from the General Fund, and other potential sources of funds are no longer available or are inadequate. The City's General Fund continues to be eroded by increased insurance and liability costs and State mandated programs which are not fully funded by the State. Further there has been a marked decline in tax revenues and the availability of State and federal grants over the past several years.

c. The Implementation Plan for the Projects contains the specific goals and objectives of the Commission for the Project Areas, the specific programs, including potential projects, and estimated expenditures proposed to be made during the next five years, and an explanation of how the goals and objectives, programs, and expenditures will eliminate blight within the Project Areas. The Public Improvements are consistent with the Implementation Plan, as the goals and programs provide for the elimination of inadequate public improvements and the provision of public infrastructure of benefit to the Project Areas consistent with the Public Improvements set forth in the Agreement.

Section 2. The City Council hereby approves the Public Improvements Reimbursement Agreement and hereby authorizes and directs the City Manager to execute the Agreement on behalf of the City, subject to any minor, technical or clarifying changes that may be approved by the City Attorney. The City hereby further authorizes and directs the City Manager to take all actions and execute all documents as necessary to carry out the Agreement and accomplish the acquisition of land, installation and construction of the Public Improvements and the Commission's reimbursement of City for the costs of the Public Improvements as provided for in the Agreement.

* * * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 1st day of February, 2011, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this 2nd day of February, 2011.

_____
Lara Weisiger, City Clerk
City of Alameda

COMMUNITY IMPROVEMENT COMMISSION
OF THE CITY OF ALAMEDA RESOLUTION NO. _____

Approved as to Form
General Counsel

APPROVING AND AUTHORIZING EXECUTION OF A PUBLIC IMPROVEMENTS REIMBURSEMENT AGREEMENT BETWEEN THE COMMISSION AND CITY OF ALAMEDA FOR THE BWIP/WECIP PROJECT AREAS

WHEREAS, the Community Improvement Commission of the City of Alameda ("**Commission**") is carrying out the Community Improvement Plans (collectively, "**Community Improvement Plans**") for the West End and Business and Waterfront Improvement Projects (collectively, "**Projects**"); and

WHEREAS, under the Community Improvement Plans, the City of Alameda ("**City**") shall aid and cooperate with the Commission in carrying out the Projects and shall take actions necessary to ensure the fulfillment of the purposes of the Community Improvement Plans and to eliminate and prevent the recurrence or spread of conditions causing blight within the areas of the Projects ("**Project Areas**"); and

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) (the "**CRL**"), for the purposes of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects within the Project Areas, the City may, among other things, exercise the following powers: sell or lease any of its property to the Commission; cause public improvements to be furnished in connection with redevelopment projects; plan or replan and zone or rezone any part of a redevelopment project; and enter into agreements with the Commission respecting actions to be taken pursuant to any such powers; and

WHEREAS, pursuant to Section 33445(a) of the CRL, the Commission may, with the consent of the City Council of the City of Alameda ("**City Council**"), pay all or part of the value of the land for and the cost of the installation and construction of any buildings, facilities, structures or other improvements which are publicly owned and located inside or contiguous to a project area upon a determination by the City Council that such building, facilities, structures or other improvements are of benefit to the project area by helping to eliminate blight within the project area, that no other reasonable means of financing the acquisition of the land or installation or construction of such buildings, facilities, structures or other improvements that are publicly owned are available to the community, that the payment of funds for the acquisition of the land or installation or construction of the building, facilities, structure or other improvements that are publicly owned is consistent with the implementation plan adopted by the Commission pursuant to Section 33490 of the CRL; and

WHEREAS, pursuant to Section 33445(c) of the CRL, when the value of the land or the cost of installation and construction of a building, facility, structure, or other improvement that is publicly owned, or both, has been, or will be, paid or provided for initially by the City, the Commission may enter into a contract with the City under which the Commission agrees to reimburse the City for all or part of the value of the land or all or a part of the cost of the building, facility, structure or other improvement that is publicly owned, or both, by periodic payments over a period of years; and

WHEREAS, the Commission and City Council have prepared and wish to enter into a Public Improvements Reimbursement Agreement ("**Agreement**") to provide for City's development and construction of certain public improvements ("**Public Improvements**") within or contiguous to the Project Areas and Commission's reimbursement of City for the costs of the Public Improvements; and

WHEREAS, program Final Environmental Impact Reports were prepared and certified on the Community Improvement Plans ("Final EIRs") in accordance with the California Environmental Quality Act ("CEQA"), which included analysis of the Public Improvements on a programmatic level; and

WHEREAS, at this time there are no preliminary drawings, plans or other sufficient information to enable a meaningful environmental assessment of the specific Public Improvements, and consequently, the Agreement provides that the commitment of funds to and commencement of the specific projects set forth therein shall be subject to completion of additional environmental review and analysis, as required by CEQA.

NOW, THEREFORE, THE COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Commission hereby finds and determines that the provision of the proposed Public Improvements are of benefit to the Project Areas as they will help to eliminate blight within the Project Areas, that no other reasonable means of financing the Public Improvements are available to the community; and that the payment of funds for the Public Improvements is consistent with the Commission's Implementation Plan for the Projects adopted pursuant to Section 33490 of the CRL. These findings and determinations are based upon the following facts:

a. All the Public Improvements are either located within or contiguous to the Project Areas and will assist in eliminating the following blight conditions: Defective design and character of physical construction, residential overcrowding, small or irregular lots, inadequate public improvements and varying degrees of social and economic maladjustments.

b. Although the City is able to aid and assist the Commission by undertaking the Public Improvements and initially providing the funds necessary for the acquisition of land or the construction or installation of the Public Improvements, the City lacks the resources necessary to permanently fund the Public Improvements from the General Fund, and other potential sources of funds are no longer available or are inadequate. The City's General Fund continues to be eroded by increased insurance and liability costs and State mandated programs which are not fully funded by the State. Further there has been a marked decline in tax revenues and the availability of State and federal grants over the past several years.

c. The Implementation Plan for the Projects contains the specific goals and objectives of the Commission for the Project Areas, the specific programs, including potential projects, and estimated expenditures proposed to be made during the next five years, and an explanation of how the goals and objectives, programs, and expenditures will eliminate blight within the Project Areas. The Public Improvements are consistent with the Implementation Plan, as the goals and programs provide for the elimination of inadequate public improvements and the provision of public infrastructure of benefit to the Project Areas consistent with the Public Improvements set forth in the Agreement.

Section 2. The Commission hereby approves the Public Improvements Reimbursement Agreement and hereby authorizes and directs the Executive Director of the Commission to execute the Agreement on behalf of the Commission, subject to any minor, technical or clarifying changes that may be approved by the Commission's counsel. The Commission hereby further authorizes and directs the Executive Director to take all actions and execute all documents as necessary to carry out the Agreement and accomplish the acquisition of land, installation and construction of the Public Improvements and the Commission's reimbursement of City for the costs of the Public Improvements as provided for in the Agreement.

* * * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Community Improvement Commission of the City of Alameda in a Special Community Improvement Commission meeting assembled on the 1st of February, 2011, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 2nd day of February, 2011.

_____
Lara Weisiger, Secretary
Community Improvement Commission

_____
Marie Gilmore, Chair
Community Improvement Commission

HOUSING AUTHORITY OF THE CITY OF ALAMEDA
RESOLUTION NO. _____

APPROVING AND AUTHORIZING EXECUTION OF AN AFFORDABLE HOUSING REIMBURSEMENT AGREEMENT BETWEEN THE HOUSING AUTHORITY AND THE COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA FOR THE BWIP/WECIP PROJECT AREAS

Approved as to Form
General Counsel

WHEREAS, the Community Improvement Commission of the City of Alameda ("**Commission**") is carrying out the Community Improvement Plans (collectively, "**Community Improvement Plans**") for the West End and Business and Waterfront Improvement Projects (collectively, "**Projects**"); and

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) (the "**CRL**"), the Housing Authority of the City of Alameda ("**Authority**") may enter into agreements with the Commission for the purposes of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects within the City of Alameda, including to facilitate the production and rehabilitation of affordable housing; and

WHEREAS, the Commission and Authority have prepared and wish to enter into an Affordable Housing Reimbursement Agreement ("**Agreement**") to provide for the production and rehabilitation of affordable housing within the City of Alameda and Commission's reimbursement of Authority for the costs of affordable housing projects undertaken pursuant to the Agreement ("**Affordable Housing Projects**"); and

WHEREAS, program Final Environmental Impact Reports were prepared and certified on the Community Improvement Plans ("Final EIRs") in accordance with the California Environmental Quality Act ("CEQA"), which included analysis of the Affordable Housing Projects on a programmatic level; and

WHEREAS, at this time there are no preliminary drawings, plans or other sufficient information to enable a meaningful environmental assessment of the specific Affordable Housing Projects, and consequently, the Agreement provides that the commitment of funds to and commencement of the specific projects set forth therein shall be subject to completion of additional environmental review and analysis, as required by CEQA.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Authority hereby approves the Affordable Housing Reimbursement Agreement and hereby authorizes and directs the Chief Executive Officer to execute the Agreement on behalf of the Authority, subject

to any minor, technical or clarifying changes that may be approved by the Authority's counsel. The Authority hereby further authorizes and directs the Chief Executive Officer to take all actions and execute all documents as necessary to carry out the Agreement and accomplish the Affordable Housing Projects and the Commission's reimbursement of the Authority for the costs of the Affordable Housing Projects as provided for in the Agreement.

* * * * * *

APPROVED AND ADOPTED this _____ day of _____, 2011, by the following vote:

AYES:

NOES:

ABSENT:

_____
Marie Gilmore, Chair
Board of Commissioners

ATTEST:

_____
Michael T. Pucci
Executive Director/Secretary

Approved as to Form
General Counsel

COMMUNITY IMPROVEMENT COMMISSION
OF THE CITY OF ALAMEDA RESOLUTION NO. _____

APPROVING AND AUTHORIZING EXECUTION OF AN AFFORDABLE HOUSING REIMBURSEMENT AGREEMENT BETWEEN THE COMMISSION AND THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA FOR THE BWIP/WECIP PROJECT AREAS

WHEREAS, the Community Improvement Commission of the City of Alameda ("**Commission**") is carrying out the Community Improvement Plans (collectively, "**Community Improvement Plans**") for the West End and Business and Waterfront Improvement Projects (collectively, "**Projects**"); and

WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) (the "**CRL**"), the Housing Authority of the City of Alameda ("**Authority**") may enter into agreements with the Commission for the purposes of aiding and cooperating in the planning, undertaking, construction or operation of redevelopment projects within the City of Alameda, including to facilitate the production and rehabilitation of affordable housing; and

WHEREAS, the Commission and Authority have prepared and wish to enter into an Affordable Housing Reimbursement Agreement ("**Agreement**") to provide for the production and rehabilitation of affordable housing within the City of Alameda and Commission's reimbursement of Authority for the costs of affordable housing projects undertaken pursuant to the Agreement ("**Affordable Housing Projects**"); and

WHEREAS, program Final Environmental Impact Reports were prepared and certified on the Community Improvement Plans ("Final EIRs") in accordance with the California Environmental Quality Act ("CEQA"), which included analysis of the Affordable Housing Projects on a programmatic level; and

WHEREAS, at this time there are no preliminary drawings, plans or other sufficient information to enable a meaningful environmental assessment of the specific Affordable Housing Projects, and consequently, the Agreement provides that the commitment of funds to and commencement of the specific projects set forth therein shall be subject to completion of additional environmental review and analysis, as required by CEQA;

NOW, THEREFORE, THE COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The Commission hereby approves the Affordable Housing Reimbursement Agreement and hereby authorizes and directs the Executive

Director to execute the Agreement on behalf of the Commission, subject to any minor, technical or clarifying changes that may be approved by the Commission's counsel. The Commission hereby further authorizes and directs the Executive Director to take all actions and execute all documents as necessary to carry out the Agreement and accomplish the Affordable Housing Projects and the Commission's reimbursement of the Authority for the costs of the Affordable Housing Projects as provided for in the Agreement.

* * * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Community Improvement Commission of the City of Alameda in a Special Community Improvement Commission meeting assembled on the 1st day of February, 2011, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 2nd day of February, 2011.

_____
Lara Weisiger, Secretary
Community Improvement Commission

_____
Marie Gilmore, Chair
Community Improvement Commission