Your questions have provided us with a welcome opportunity to clarify points in *Doubtful Promises* that appear to be unclear. The report is an effort of Renewed Hope Housing Advocates to identify provisions of the Alameda Point Revitalization Initiative ("Initiative") that potentially oppose Alameda interests. Our conclusions are based on an explicit reading of the Initiative documents when they are clear, and on interpretations that we would expect SunCal/Shaw to argue when the language is unclear or ambiguous. This approach is critically necessary, if only because this Initiative, if adopted, would be set in stone. It could not be amended or clarified without the approval of SunCal/Shaw.

If you have further questions, know that we are willing to continue the dialog.

1. "First, the project size allowed by the Initiative is *greater than the site can accommodate.*"(page 22)

Although Alameda Point may accommodate the project that SunCal presented to the public in workshops, that project is only one of the many allowed by the Initiative. The Initiative also would allow a project comprised of approximately the same amount of development (4,845 housing units and 3.8 million square feet of non-residential uses) built at substantially lower densities. Such a project would very likely exceed the capacity of the site, given its many environmental constraints. For example, more than half the residential units would be permitted at densities of 17.1 du/acre or less (including half, 1,574, at densities as low as 4 du/acre), while only 1100 units (23%) would have to be developed at a density of at least 30 du/acre.[1]

Review of the 2006 Preliminary Design Concept offers some perspective on the site's physical capacity. The 1,800 new residential units and 3.4 million square feet of non-residential development at Measure A densities (about 20 du/acre) and 149 acres of open space (like the SunCal/Shaw project) it proposed fully occupied the site.

The capacity of the site is also constrained by accessibility limitations. Alameda's Phase 2 Election Report ("Election Report") [2] suggests buildout of the project site would exceed the capacity of transportation systems to accommodate its traffic, even with implementation of assumed TDM measures. This conclusion is based on a comparison of a reasonable project scenario with buildout of the Alameda's existing General Plan's existing provisions for Alameda Point (chapter 9).

However, the environmental impacts as defined by CEQA would be worse than those suggested in the Election Report, since a CEQA analysis would instead require comparison of the project with baseline conditions (i.e., conditions when NOP is published, or for closed military bases, the date when the decision to close became final).[3] If the required baseline is used instead of the existing General Plan, the deterioration of traffic conditions would be significantly worse, as

[1] Specific Plan, page 3-3
[2] City of Alameda, *Alameda Point Development Initiative Election Report Phase 2*, September 14, 2009, pages 17-18
[3] Public Resources Code §15125, Public Resources Code §15229.

shown in Table 10 (also 11) of the Election Report, reproduced below. Compare column on existing conditions in Table 7 below to 2035 with the project's TDM measures.[4]

Table 10: Level of Service, V/C Ratios and Vehicle Delays at Key Intersections – AM Peak Hour

		Existing Conditions AM			2035 Existing General Plan AM			2035 with Project AM			2035 with Project and TDM AM		
No	**Intersection**	**Delay**	**V/C**	**LOS**	**Delay**	**V/C**	**LOS**	**Delay**	**V/C**	**LOS**	**Delay**	**V/C**	**LOS**
1	Webster St./ Ralph Appezetto Mem Pkwy	53.4	0.88	D	**57.1**	0.93	**E**	**57.3**	0.94	**E**	**55.7**	0.91	**E**
2	Park St./Clement Ave.	37.8	0.96	D	**147.2**	**1.50**	**F**	**196.4**	**1.75**	**F**	**150.9**	**1.55**	**F**
3	Tilden/Blanding/Fernside Blvd.	15.1	0.65	B	**189.6**	**1.69**	**F**	**236**	**1.84**	**F**	**219.9**	**1.82**	**F**
4	Constitution Wy./Marina Village	25.0	0.61	C	53.2	0.95	D	53.6	0.95	D	50.2	0.95	D
5	Sherman St./Buena Vista Ave.	12.0	0.52	B	15.7	0.55	B	15.7	0.57	B	15.7	0.55	B
6	Park St./Blanding Ave.	**91.5**	**1.33**	**F**	**189.8**	**1.67**	**F**	**268.9**	**1.97**	**F**	**242.3**	**1.87**	**F**
7	Stargell (Tinker) Ave./Webster St.	Future Intersection			7.9	0.50	A	10.1	0.58	B	9.2	0.56	A
8	Mariner Square Dr./Constitution Way	Future Intersection			3.3	0.67	A	3.6	0.7	A	3.6	0.7	A

Although SunCal/Shaw and others have argued that additional mitigation measures can be required when the DDA is adopted, there is obviously no certainty that regional and local significant traffic impacts could further be greatly reduced, especially since the Election Report has already assumed implementation of the more effective local TDM measures.

> 2. "The limit set by SunCal/Shaw in the initiative of 4,485 housing units and 3,792,000 square feet of non-residential development is *not a cap that they anticipate ever coming close to reaching.*" [p. 7]

This argument is based primarily on experience and deduction. In general, long term development proposals are initially sized to remain feasible even if they are forced to shrink, whether by the environmental review process, in response to public criticism, or to adjust to changing market conditions. To assess the likelihood that the SunCal would follow this pattern, we first asked whether it had a compelling reason to propose more development than they intended to build, and second, whether provisions of the Initiative take advantage of the proposed high numbers. The answers to both questions are yes.

During the time period when SunCal held workshops and drafted the Alameda Point Redevelopment Master Plan (2007 – 2008), there were especially strong reasons to inflate the project proposal. Chaotic real estate market conditions made accurate prediction of the market over the next 30 years even more risky than it would normally be. Given the experience beginning in the 1990s, when first the non-residential market collapsed, followed by the housing market debacle a decade and a half later, SunCal had compelling reasons to present a project in

[4] Tables 7 and 8 project regional traffic impacts, using General Plan buildout as the base, but do not show existing conditions.

public workshops in which the ultimate mix of residential to non-residential development would be determined during implementation of the plan rather than during the planning stage. Proposing a project with large amounts of both residential and non-residential uses would ensure this flexibility, so long as the project was not required to actually produce either amount. The numbers could accommodate a project that was primarily residential, primarily non-residential, or a balanced mix.

Key provisions of the Initiative take full advantage of the high numbers. Primary among them is (1)the prohibition of any minimum development requirements, and (2) zoning classifications that generally allow both residential (including live-work) and non-residential: only the 40-acre medium-high residential classification is limited solely to a single type of use (residential). All other zones either allow or permit both residential and non-residential uses by right, except for land designated for Public Trust uses, which by law exclude residential. The ability to modify requirements of each sub-area also enhances the developer's ability to build a mix that responds to market conditions as they occur. [5]

> 3. "The Alameda Point Project is not required to contribute to the costs of these improvements, since the obligation can be met simply with an advance, or loan of funds." [p. 15]

Exhibit 4 Section A of the Development Agreement spells out the developer's obligation to fund the costs of the eight listed public improvements: "Developer shall fund, or advance the funding for, in an amount not to exceed $200 million, construction of the following public improvements, each in accordance with the Specific Plan:"

To "advance" funding means ""to supply beforehand; furnish on credit or before goods are delivered or work is done." It also means "to supply or pay in expectation of reimbursement;" [6]; Funding that has been advanced is in effect, a loan, not a contribution of funds..

There are no other provisions in the Initiative that require an actual contribution of funds. Indirect references in the Initiative to the funding of public improvements are found in the Development Agreement sections 2.11.3, 3.1, and 3.2. These refer back to Exhibit 4 of the Development Agreement.

Other references to the developer's obligation to fund the public improvements found in the Initiative are in the petition itself, in section (s) of the Findings and Declarations, and section (s) of Purposes and Intent. Both references state that the developer is required "to fund, *or cause the funding of*, in an amount not to exceed $200 million, the construction …" [emphasis added] To "cause the funding" of improvements does not require the developer to contribute funding.

Only the Notice to Circulate Petition states "The Initiative adopts a Development Agreement that requires the developer of Alameda Point to fund up to $200 million for the construction of…" However, this is not language that voters will approve or reject, and is not binding.

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[5] Specific Plan, chapter 3

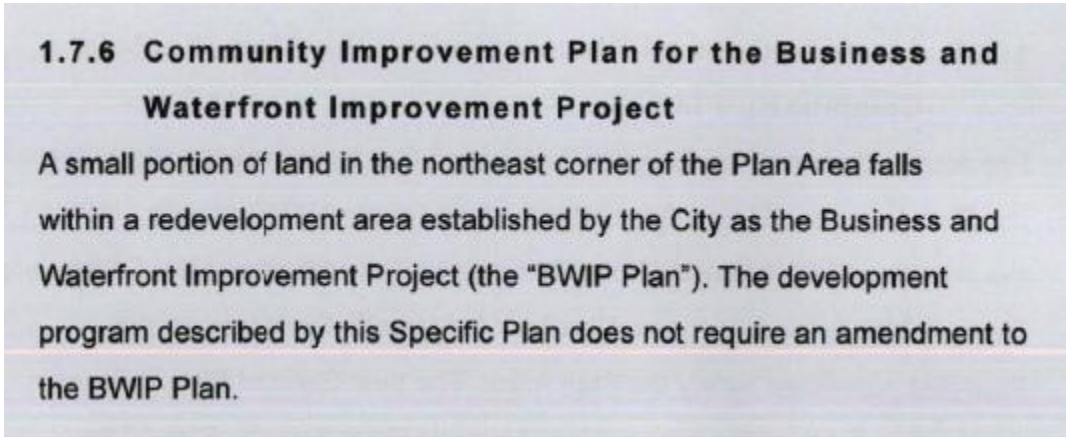
[6] Dictionary.com, http://dictionary.reference.com/browse/advance October23,2009.

4. "No provision for inflation: The developer's obligation to fund or advance funding for these improvements would continue over the full life of the development agreement - a quarter of a century or more." [p. 16] *{I'm unclear on whether it is standard practice to assume that costs in contracts are in present dollars or absolute dollars, what is the support for the report's "absolute" assumption?}*

Where the Initiative intended to adjust funds for inflation, it has done so explicitly, as in Exhibit 3 of the Development Agreement. If the authors intended to offset inflation, they would have had to indicate a base date and the index that they wanted to use.

"Since a small corner of the Business and Waterfront Improvement Project (BWIP) also extends into Alameda Point, all of the tax increment funds from this very large redevelopment area would also have to be allocated to the project in order to hold the developer to its conditional commitment of $200 million." [p. 20] {*Can you provide the map for this}*

Section 1.7.6 of the Specific Plan itself acknowledges that the BWIP extends into Alameda Point.



1.7.6 Community Improvement Plan for the Business and Waterfront Improvement Project

A small portion of land in the northeast corner of the Plan Area falls within a redevelopment area established by the City as the Business and Waterfront Improvement Project (the "BWIP Plan"). The development program described by this Specific Plan does not require an amendment to the BWIP Plan.

The Development Agreement captures BWIP tax increment funds for the project in the following section:

> "Public Benefits Contingency. In order to ensure the financial feasibility of the Project, the Developer s obligations to provide the Public Benefits set forth in Section A of Exhibit 4 are contingent upon (i) the CIC programming the maximum amount of the total nonhousing fund redevelopment tax increment allocated and received by the CIC for improvements, on or under the Property that are of benefit to the Project and conform to the requirements of California redevelopment law, less administrative costs, reserves and Educational Revenue

Augmentation Fund ("ERAF") costs, and amounts required to be paid to the State of California pursuant to State Law..”[7]

Although this language is not a model of clarity, it allows SunCal/Shaw to argue that funds that tax increment funds collected from the BWIP would be included in this maximum since the BWIP extends into the plan area and the funds could be of benefit to the project. Under state redevelopment law, there would be no problem in spending funds collected in the BWIP on projects in the Alameda Point Improvement Project Area (APIP).

"The ability of CEQA to prevent the environmental impacts of a project is ultimately based on the city's ability to reject a project that has unacceptable impacts." *{Is the report's assertion that not providing the project with money to move forward is not incentive enough?}*

I don't understand this question. Could you explain and provide a reference to the assertion it mentions?

"The more compelling pressure on the CIC to channel the maximum amount of tax increment funds to the project is embedded in terms of the development agreement that requires reimbursement of the developer for infrastructure costs It would create a clear financial hardship for the city if the Community Improvement Commission (CIC) were to refuse to provide the project with tax increment financing." [p. 20] *{Unclear on what this means, can you explain}*

Provisions of the Specific Plan and the Development Agreement (shown below) would obligate the city to reimburse developer expenditures for public facilities and infrastructure. The sources of city funds identified in the Initiative are the proceeds of a community facility district and special taxes (a perpetual landscaping district is mentioned), but the 2% cap on property-related taxes makes it questionable whether these sources would cover. It is unclear what would happen if the City could not reimburse the developer.

However, these are costs that could also be underwritten and/or financed by tax increment (“ti”) funds, under a DDA. The burden on the city would obviously be much greater if the CIC were to decide to withhold ti funding from the project, creating great pressure to provide the project with maximum tax increment funding. Until SunCal/Shaw makes its cost estimates public, it is not possible to estimate more accurately how much funding would be needed from all available sources.

These are the relevant provisions of the Initiative. Section 4 of the Development Agreement is entitled “City Rights and Obligations.” The following sentence embedded in Section 4.3 states the City’s obligation to reimburse the developer “for public facilities constructed and/or paid for by Developer.”

[7] Development Agreement §3.2

"Developer will enter into a funding and acquisition agreement in a form reasonably acceptable to City s bond counsel setting forth, among other things, the procedures for and mechanism by which Developer will be reimbursed, out of available proceeds of the bonds issued by the CFD and/or special taxes, for public facilities constructed and/or paid for by Developer."[8]

Although the subject of Section 4.3 is generally the establishment of a community facilities district, it echoes the city's obligation, documented in the Specific Plan, to reimburse developer expenditures for infrastructure:

"It is anticipated that the developer will fund the initial costs of infrastructure improvements and will then be reimbursed through designated public and private financing mechanisms."[9]

"The fundamental purpose of an EIR is to inform decision makers and the public of the potentially significant environmental impacts of a project, and to propose mitigation measures and alternative projects that could alleviate or eliminate those impacts. The entitlements given to the developer seriously limit mitigations or alternatives that can be adopted, primarily because the maximum amount of development, open space acreage, public improvements are established as vested rights. Even if the EIR were to analyze a range of projects consistent with the entitlement that could be built, the city would not be able to certify the one with the lowest level of impacts if it were inconsistent with the developer's entitlements." [p. 21] *{This statement seems to misinterpret the role of EIR's but I'm unclear on what it means.}*

Clarification of the role of an EIR can be found in CEQA:

"Public Resource Code §21061. ENVIRONMENTAL IMPACT REPORT
An environmental impact report is an informational document which, when its preparation is required by this division, shall be considered by every public agency prior to its approval or disapproval of a project. **The purpose of an environmental impact report is to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment; to list ways in which the significant effects of such a project might be minimized; and to indicate alternatives to such a project.** "

The purpose of an EIR is an extension of the basic purpose of CEQA, as stated in the Guidelines:

"Public Resources Code §15002. GENERAL CONCEPTS
(a) Basic Purposes of CEQA. The basic purposes of CEQA are to:
(1) Inform governmental decision makers and the public about the potential, significant environmental effects of proposed activities.
(2) Identify the ways that environmental damage can be avoided or significantly reduced.

[8] Development Agreement §4.3
[9] Specific Plan §8.3

(3) Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible.
(4) Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved."

I am sorry that the point about limitations on mitigations is unclear. What I intended to say is that any alternative (other than one that would not convey the property to the developer) would have to be consistent with the entitlements, which include, for example, the right to build housing within a wide range of densities. For example, although it might seem that an alternative could be proposed that would minimize environmental impacts by developing at the higher densities, such an alternative would conflict with the provisions of the Specific Plan that permit the developer to build within the entire range of densities for each zoning district.

"The city would not have the authority to adopt mitigations that avoid impacts by modifying critical features of the project - e.g., size, density, parking ratios. The city's only mitigation options would be measures retrofitted to the project; e.g., *traffic control devices and public transit services that can be helpful, but are known to be extremely limited in their ability to prevent impacts on air quality and traffic*." [p. 21] *{Could you please provide the support for this statement? And how does this dovetail with the report's conclusion that Transit Oriented Development should be the goal of the Alameda Point plan* ". . . the emerging consensus over mixed density, transit-friendly development . . ."? [p. 23]*}*

You may be aware of the extensive literature that attempts to quantify the ability of mobility management policies to reduce traffic impacts – much of it easily accessible on the website of the Victoria Transport Policy Institute (http://vtpi.org/). The paragraphs below suggest that some of the more effective measures are beyond the reach of local governments:

"In a more efficient transportation system, with better mobility options, more efficient pricing, and more neutral public policies, consumers would drive less, rely more on alternative modes, and be better off overall as a result (Litman 2008). For example, improving walking and cycling conditions, and better public transit services typically reduces automobile travel 10-20%; efficient pricing (charging users directly for road and parking costs, distance-based insurance and registration fees, and emission fees) typically reduces automobile travel 20-40%; and more accessible and multi-modal land use policies typically reduce automobile travel 5-15% (Pratt 1999-2009; VTPI 2008).

"Mobility management objectives encourage policy makers and planners to correct current practices that stimulate VMT growth (such as unpriced roads, generous and free vehicle parking, and dedicated roadway funding that cannot be used for alternative modes) and to favor alternative practices that will result in a more diverse and efficient transportation system. For example, they encourage state and regional transportation agencies to invest more in walking, cycling, ridesharing and public transit, and to consider implementing pricing reforms and mobility management strategies as an alternative to expanding roadways. **Similarly, they encourage local governments to reform parking policies and implement more efficient parking management**.

> Mobility management objectives encourage transportation agencies to choose the congestion reduction strategies that also help conserve energy, reduce pollution and improve mobility for non-drivers, and encourage environmental agencies to choose energy conservation and emission reduction strategies that also help reduce congestion and accidents, and save consumers money."

The fact that the ability of mobility management policies to reduce dependence on the automobile has limits is not a reason to reject concepts of transit oriented development. It is a reason, however, to set performance goals in order to prevent non-specific promises of transit and automobile disincentives to justify a project that exceeds site capacity and accessibility constraints. A major issue concerning the Initiative is whether its development standards would ensure a project that includes sufficient transit and automobile disincentives to offset the large amount of development and the low density development it permits. One red flag is that the parking standards in the Specific Plan[10] are a step backwards from the concepts proposed by the Alameda Point Transportation Strategy,[11] which linked parking standards to distance from the transit hub and eschewed minimum parking standards altogether.

"If the initiative passes, the city's only practical power to avoid environmental impacts would be to refuse to convey the property to a developer on a timeline required by the development agreement." [p. 21] *{This would seem to contradict the above statement, how are they compatible?}*

Implementation of the Initiative can only occur if the Navy to convey the property to Alameda and Alameda reconveys (or signs a long term lease) to a private developer. The Development Agreement would go into effect only if, within five days after the effective date of the Initiative, the City Manager signs it and inserts into the Development Agreement the name of "the person or persons having a legal or equitable interest in the real property."[12]

An EIR would be required prior to conveyance of a substantial property interest in Alameda Point to a developer. ARRA and the CIC could require mitigation of the Initiative's potentially significant environmental impacts, as a condition of conveying the property to the developer. However, if the developer were to default on the mitigation obligations after obtaining ownership of the property, the Initiative, including the Development Agreement and would remain in effect,[13] enabling the developer to continue. This provision would create significant uncertainty whether the mitigation measures would ultimately be implemented.

Alternatively, the ARRA / CIC could decide not to convey the property to the developer, especially if they were to conclude that uncertain implementation of mitigation measures would subject Alameda to potentially significant environmental impacts caused by implementation of the Initiative's provisions.

[10] Specific Plan, Table 7-3, page 7-17
[11] Fehr & Peers, Alameda Point Transportation Strategy, December 19, 208, page 45.
[12] Initiative §8
[13] Development Agreement §2.9

"Alamedans would only be able to vote on amendments submitted by the developer or significant landowner. [57] . . . [57] Any question whether initiative Section 14 a includes (1) and (2) versus (1) or (2) is answered by (4), which says that after 30 years, the right of a majority of voters to amend would be restored so long as the amendments did not impinge on the Development Agreement (which has a 30 year term, extendable due to delays).." [p. 22] *{Can you please explain this, I don't believe this is what it says, but I could certainly be wrong}*

Here is the entire section of the Initiative[14] pertaining to amendments:

SECTION 14. Amendment.

(a) This Initiative may only be amended or repealed in the following circumstances:

(1) By a majority vote of the voters at a subsequent City election;

(2) Upon written application to the City Council by the Developer or Significant Landowner, so long as such proposed amendment or other change:

A. Does not eliminate or reduce the Developer's obligation to fund, or cause to be funded, the public benefits described in Exhibit 4 of the Development Agreement, pursuant to the terms thereof; and

B. Does not increase the maximum number of residential units or the maximum amount of non-residential building square footage permitted by the Alameda Point Specific Plan;

(3) If federal, state, or regional laws, regulations, policies, orders or decisions including, without limitation, those actions of the United States Government, the Department of the Navy, the United States Environmental Protection Agency, United States Fish and Wildlife Service, the California Department of Toxic Substances Control, the San Francisco Bay Regional Water Quality Control Board, California State Lands Commission, and California's State Historic Preservation Officer, operate to frustrate the purposes and intent of this Initiative, regardless of whether the City is the implementing entity, the Developer or the Significant Landowner may submit, notwithstanding Section 14(a)(2) of this Initiative, and the City shall consider, an amendment or other change to this Initiative to achieve, as much as is reasonably feasible, the original purposes and intent of the Initiative;

(4) On and after the thirtieth (30^{th}) anniversary of the effective date of this Initiative, this Initiative may be amended or repealed by any procedure authorized by state and local law, subject to the terms of any applicable development agreement entered pursuant to Government Code Section 65864 *et. seq.*

(b) For purposes of paragraph (a)(2) of this Section 14, (i) a "Developer" is the non-governmental party to a Development Agreement adopted pursuant to Section 8 of this Initiative or otherwise adopted by a Significant Landowner pursuant to Section 65864 et seq. of the

[14] Initiative §14

California Government Code and (ii) a "Significant Landowner" is a person, other than a governmental entity or agency thereof, who owns, leases or has a right or option to purchase or lease a significant portion of the real property more particularly described in Exhibit 1 and depicted on Exhibit 2 of the Development Agreement.

(c) If amendments or other changes to this Initiative are permitted pursuant to this Section 14, then the person making application for such modifications shall do so in accordance with the state and local laws applicable to the particular land use regulation that is the subject of the proposed amendment or other change, subject to the terms of the Development Agreement adopted pursuant to Section 8 of this Initiative.

The issue is whether the requirements for an amendment to the Initiative in (a) include (1), a vote of the electorate, *and* (2), initiation of the amendment by the developer; or (1) *or* (2), since neither is specified. Provision (4) clarifies this ambiguity. It says, in effect, that after 30 years, the only requirement for amending the Initiative would be a vote of the electorate. It would be unnecessary to include this provision if a vote of the electorate would have sufficed all along.

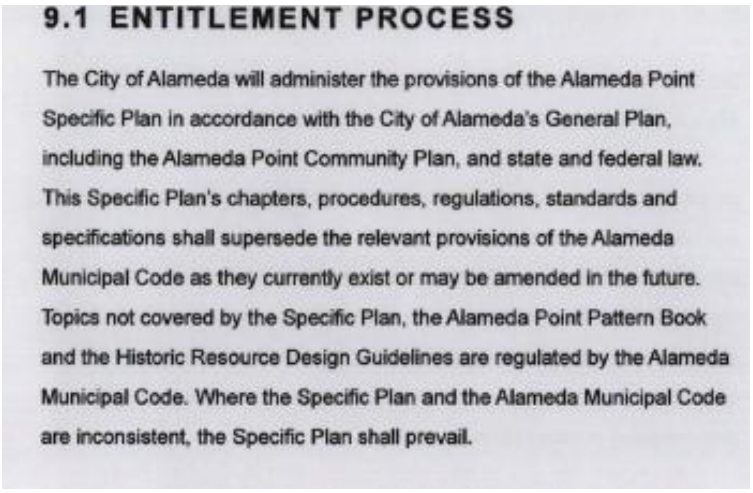
> "The developer would have the right to city ministerial rather than discretionary approval of applications for most significant development projects by the planning director if an application is consistent with the specific plan, the Pattern Book, and other applicable city requirements. *Approval by the planning director could not be appealed, modified, or reversed by the City Council, the Planning Board, or the public*." [p. 7]

Are you asking for the basis for our statement that ministerial approvals would not be appealable? There are two parts to the argument that they would not be.

First, the Specific Plan is explicit that it alone establishes development standards and the rules for the approval process within the plan area, preempting provisions of the Zoning Ordinance. The purpose of these provisions is to establish that no other rules apply. If an appeal process, is not included in the Specific Plan, and is not required by the Alameda Municipal Code, it would not be required, or conceivably, even allowed.

The language establishing the Specific Plan as the exclusive set of rules is as follows:

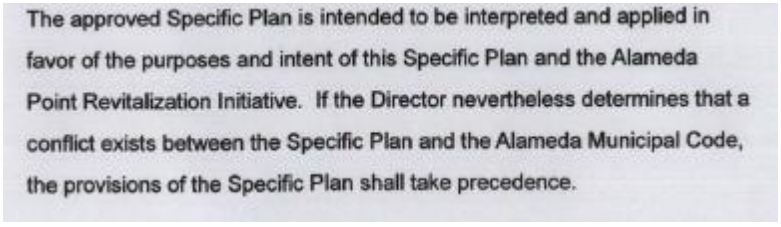
> 1.7.5
> "The regulations set forth in this Specific Plan provide the exclusive development standards for Alameda Point."



9.1 ENTITLEMENT PROCESS

The City of Alameda will administer the provisions of the Alameda Point Specific Plan in accordance with the City of Alameda's General Plan, including the Alameda Point Community Plan, and state and federal law. This Specific Plan's chapters, procedures, regulations, standards and specifications shall supersede the relevant provisions of the Alameda Municipal Code as they currently exist or may be amended in the future. Topics not covered by the Specific Plan, the Alameda Point Pattern Book and the Historic Resource Design Guidelines are regulated by the Alameda Municipal Code. Where the Specific Plan and the Alameda Municipal Code are inconsistent, the Specific Plan shall prevail.

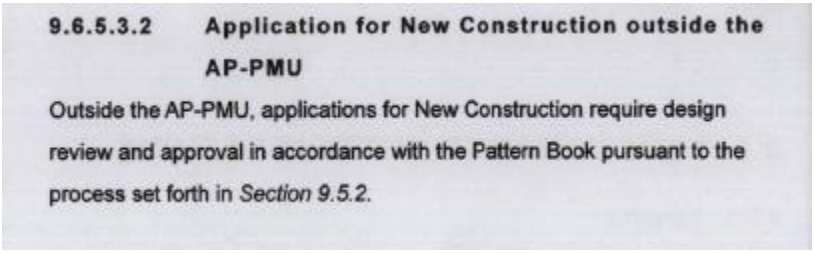
9.11



The approved Specific Plan is intended to be interpreted and applied in favor of the purposes and intent of this Specific Plan and the Alameda Point Revitalization Initiative. If the Director nevertheless determines that a conflict exists between the Specific Plan and the Alameda Municipal Code, the provisions of the Specific Plan shall take precedence.

"

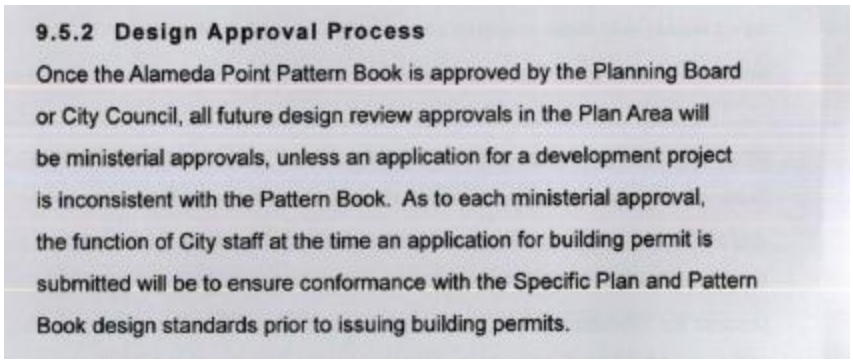
Second, the Specific Plan sets out the single requirement that for ministerial approval of a building permit. Section 9.6.5.3.2 contains the *only* specific reference to approval of new construction in districts that are not a part of the historic district. It requires consistency with the Pattern Book.



9.6.5.3.2 Application for New Construction outside the AP-PMU

Outside the AP-PMU, applications for New Construction require design review and approval in accordance with the Pattern Book pursuant to the process set forth in *Section 9.5.2.*

It refers to §9.5.2 to describe approval of building permits for uses permitted by right – conformance with the Specific Plan and the Pattern Book.



9.5.2 Design Approval Process

Once the Alameda Point Pattern Book is approved by the Planning Board or City Council, all future design review approvals in the Plan Area will be ministerial approvals, unless an application for a development project is inconsistent with the Pattern Book. As to each ministerial approval, the function of City staff at the time an application for building permit is submitted will be to ensure conformance with the Specific Plan and Pattern Book design standards prior to issuing building permits.

Absent any other rules pertaining to ministerial approval outside of the historic district, it is clear that the Specific Plan does not provide for appeal of ministerial approvals. The Alameda Municipal Code (AMC) does not fill this void since Chapter XXX nowhere provides for ministerial approvals.

Concentration of decision making authority in the planning director" *{Can you delineate where this is different than the existing city ordinance}*

Under current rules, decisions of the Planning Director are subject to public scrutiny and review. AMC §30-21.4 requires public notice and a hearing, and enables appeal of all use permits by anyone, even when the planning director approves an application administratively.

"When the developer submits an application for these uses, the planning director would be responsible for determining whether they conform to City rules: the General Plan, the Specific Plan, and other city applicable rules If in the judgment of the planning director they do, he/she must approve the project. There would be no opportunity for members of the public, the Planning Board, or the City Council to contribute their perspectives to the approval process:" *{The DA specifically has the Planning Board approve the plans, pattern books, etc. beyond that, where is it stated that the Public can't contribute?}*

This quote is pulled from the section of our report on the process for by-right approvals, not for the pattern book. I don't know what plans you are referring to.

The Initiative does no explicitly state that the public could not contribute, but that is not what our report says. The quote in your question states that no opportunity has been provided. That is because there is no requirement for notice that an application for a by-right use is under review, nor a requirement for a public hearing. See response above.

"The only party who may appeal the decision of the planning director is the applicant (i.e.,developer). " *{Back up for this}*

This sentence needs to be put back in context. It applies only to approvals of by-right uses, not every decision of the planning director. Please look at the diagram on page 13 of our report for

an illustration of the distinctions between planning director decisions that can be appealed and those that can't.

The Initiative – in particular the Specific Plan - does not include a right to appeal approval of an application for a by-right use by anyone. Such a provision is absent from the Initiative, and is not provided by the AMC. However, a developer applying for ministerial approval that has been turned down because a project is inconsistent with the Specific Plan, the pattern book, or applicable rules can request a conformance determination (in effect an appeal). The application must include the signature of "all persons owning any interest in the property in the application."[15]

[15] Specific Plan §9.9.3.