

CITY OF OAKLAND
AGENDA REPORT

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2008 JUL 10 PM 4:13

TO: Office of the City/Agency Administrator
ATTN: Dan Lindheim
FROM: Community and Economic Development Agency
DATE: July 22, 2008

RE: **Report on the Status of the Rehabilitation and Reuse of the Historic 16th Street Train Station in West Oakland; and a**

City Resolution Approving a Nonprofit Corporation to be Created by the Train Station Partnership and BUILD to Oversee the Rehabilitation and Reuse of the 16th Street Train Station in West Oakland; and a

Agency Resolution Authorizing a Forgivable Predevelopment Loan with Deferred Repayment to the Train Station Entity for Rehabilitation of the 16th Street Train Station in West Oakland in an Amount Not to Exceed \$400,000

SUMMARY

The 16th Street Train Station is an historic landmark that played a major role in Oakland's cultural history. The Station has been vacant and blighted for over 20 years, but the current owner (BUILD West Oakland) has been working to develop a plan for its redevelopment.

Since it is located within the Wood Street Zoning District, the Train Station is governed by the Wood Street Conditions of Approval. Several of these Conditions apply directly to the rehabilitation and reuse of the Station, and establish time limits for compliance. The current owner of the Train Station (BUILD West Oakland) has attempted to follow the Conditions of Approval; however, some of the time limits have been exceeded. This report describes the progress to date and next steps for implementing the Train Station project.

One requirement of the Conditions of Approval is to identify a "Train Station Entity" to oversee the rehabilitation and reuse of the Train Station. The process to identify a developer exceeded the anticipated timetable, due to the complexity of the community planning process and the time required for BUILD to complete a Re-Use Plan and to solicit developers through a Request for Qualifications (RFQ). However, BUILD has now completed the process. BUILD is recommending that a nonprofit corporation governed by a board appointed by BUILD and the Train Station Partnership be approved as the Train Station Entity. Staff recommends that the Council Approve BUILD's recommendation for the Train Station Entity.

In addition, staff recommends that the Agency approve a \$400,000 forgivable predevelopment loan for the proposed Train Station Entity. This loan is needed to allow the Train Station Entity

Item: _____
Community and Economic Development Committee
July 22, 2008

to develop a viable development concept for the Train Station, including a structural analysis of the Train Station, feasibility analysis, schematic designs, and other analysis that would be presented to the City/Agency.

FISCAL IMPACT

The proposed predevelopment loan would be in an amount up to \$400,000. Repayment of the loan will be deferred until the Entity has developed the Train Station and is deriving revenues from the development. The loan will be initially unsecured and will be made in anticipation of the Train Station Entity buying the Train Station from BUILD West Oakland to restore and operate. At that time a deed of trust will be placed on the property to secure the loan.

The term of the loan is for 15 years at a simple interest rate of three percent. Annual payments will be made from the development's excess cash flow, if there is any after paying approved expenses such as operating expenses, fees, reserves, and debt service. Excess cash flow will be determined by an independent auditor. The Agency would forgive the loan if it is still open at the end of the 15-year term and if the Train Station Entity has fulfilled all conditions of the loan.

Sufficient funds are available in the Oakland Army Base Redevelopment Project Area's FY 2007-09 Adopted Budget. Staff plans to use funding from the Oakland Army Operations Fund (9570), West Oakland Base Reuse Organization (88679), Infrastructure Planning Project (S235320).

BACKGROUND

The 16th Street Train Station is a landmark building that played a major role in the cultural history of Oakland. The Train Station was the port of entry for many of Oakland's African American and immigrant residents, transforming West Oakland into a thriving "Harlem of the West." The Station was also the West Coast home of the International Brotherhood of Sleeping Car Porters, which organized the first African American labor union.

Located at 16th and Wood Streets, the Train Station includes several components. The "Main Hall" is a 13,000 sq. ft. building with grand architecture, including a 42-foot-high ceiling. The "Baggage Wing" is an 8,000 sq. ft. annex to the Main Hall, which has a very basic design but has cultural and historical value. To the north of the Main Hall is a small structure known as the "Signal Tower." Behind the Main Hall is about 320 feet of the original two-story track structure, where trains and trolleys arrived and departed from the station.

Unfortunately, the Train Station was damaged in the 1989 Loma Prieta earthquake and has been unoccupied for almost 20 years. For most of the past 25 years, the Train Station has been vacant, unused, and subject to vandalism and deterioration.

In 2004, the Train Station was purchased by BUILD West Oakland, which is a subsidiary of the affordable housing developer BRIDGE. BUILD has been planning the rehabilitation and reuse of the Train Station, as part of the overall development of the Wood Street Zoning District.

Wood Street Zoning District

The Train Station is located at the center of the 29-acre Wood Street Zoning District (see map, Attachment A). In June 2005, the City approved a development project for the District that includes up to 1,557 new housing units plus commercial space, a plaza, and the rehabilitation of the Train Station. Development is governed by the Wood Street Conditions of Approval.

Several of the Conditions of Approval apply directly to the Train Station (see Attachment B). For example, under Conditions 56A and 58, the owner of the Train Station (i.e., BUILD) must follow a specific planning process and produce five specific studies for the Train Station – i.e., a Development Plan, Business Plan, Financing Plan, Management Plan, and Community Plan – which the Agency would be able to use in deciding whether or not to contribute funding for the Train Station project. Under Condition 59, a “Train Station Entity” must be formed to oversee redevelopment of the Station. Table 1, located on page 5, lists the Conditions of Approval that govern the Train Station project and shows the status of implementation for each condition as of June 30, 2008.

Community Involvement and BUILD’s Re-Use Plan

BUILD went through an extensive community process to determine the preferred uses, identify community concerns, and examine other issues for developing the Train Station. From September 2005 to March 2006, BUILD held three town hall meetings and several other meetings with various stakeholder groups. As a result of this community process, BUILD completed a Re-Use Plan for the Train Station, which it submitted to the City in May 2006.

The Re-Use Plan focused on two potential uses for the Train Station which received the most public support during the community process: (1) an event/performance space in the Main Hall, supported by a commercial kitchen in the Baggage Wing; and (2) an educational institution, with shared community use of the Main Hall for events and performances. The Plan also discussed opportunities for new construction. Options were included that enclosed the land under the track structure behind the Train Station for new development, and the purchase of land west of the track structure for a new building to house commercial or educational uses.

Agency Support for Baggage Wing

During development of the Re-Use Plan, many community members voiced a strong desire to save the Baggage Wing. The Baggage Wing, although not visually distinctive, was the site of some of the most important cultural and historic events associated with the Train Station.

Under the Wood Street Conditions of Approval, the only way to guarantee preservation of the Baggage Wing was for the Agency and BRIDGE to follow a process (set forth in Condition 56A) to determine an appropriate amount of Redevelopment Agency financial assistance. As a result of this process, in October 2006 the Agency approved a loan in the amount of \$616,757 that would be made available to the Train Station Entity to be formed by BUILD.

Selection of Train Station Entity

After completing the community process and Re-Use Plan described above, BUILD issued a Request for Qualifications (RFQ) on March 26, 2007, to identify a “Train Station Entity” to develop and operate the Train Station. Responses were due May 31, 2007, and the deadline was subsequently extended to July 2, 2007.

BUILD received adequate RFQ responses from only two organizations: California Capital Group (CCG) and the Train Station Partnership (TSP). Both teams were interviewed by a selection panel that consisted of two BRIDGE Board members, a preservation architect, the president of BRIDGE, and a BUILD project manager.

The two development teams had very different approaches to the Train Station:

- TSP proposed a wide range of uses, including a business incubator, nonprofit office space, event space (supported by a certified kitchen), a café, kiosk space, use of the plaza for concerts and events, and exhibit space honoring the history of the Pullman Porters, the Train Station, West Oakland and Oakland.
- CCG agreed to provide a use in the Train Station that was supported by the community and indicated that it had the financial resources and experience to attract other investors, carry out the rehabilitation work, and operate the Train Station.

The panel decided that both proposals were interesting and encouraged the two groups to work together and present a joint proposal by November 15, 2007. A request was made to extend the deadline so that the two groups could continue negotiating. The groups continued to meet for approximately six months, facilitated by BUILD. On April 30, 2008, the three parties achieved agreement on the structure of the “Train Station Entity” responsible for the development, operation, ownership and maintenance of the Train Station. The Train Station Partnership would be responsible for the formation of the Train Station Entity and provide three of the six proposed board members composing the Entity; the other three board members would come from BUILD or other organizations. CCG would act as the fee developer retained by the Entity and have ongoing responsibility for long term operations, compliance with City requirements, and community concerns. Pursuant to Condition 59, BUILD is recommending this structure to the City Council for approval as the Train Station Entity.

Item: _____

Community and Economic Development Committee
July 22, 2008

KEY ISSUES AND IMPACTS

Compliance with Conditions of Approval

In order to assure the preservation of the train station, the Wood Street Conditions of Approval establish a complex process that BUILD, the property owner, must follow. This process has several tasks that must be completed according to a 12-month timeline that is set from the date the Zoning District took effect (September 23, 2005). Table 1 summarizes the Conditions of Approval and compliance with those conditions as of June 30, 2008.

During the past three years, it has become apparent that some of the Conditions may have had unrealistic deadlines. Now that a Train Station Entity has been identified, there is an opportunity to develop a more practical timeline for the Train Station project, and to revise the Conditions of Approval accordingly. Staff is proposing to work with BUILD's selected Train Station Entity to: (a) develop a revised schedule for implementing the Conditions of Approval, (b) present the proposed revisions to the Planning Commission, and (c) return to the City Council to approve the new timeline for the Train Station Project.

Table 1: Conditions of Approval Related to 16th Street Train Station

Condition	Action Required	Due Date	Current Status
--	Effective Date of Wood Street Zoning District	Sept. 23, 2005	--
52A	BUILD shall preserve the historic 16 th Street Train Station (Main Hall, Baggage Wing, portions of Elevated Track Platform)	Prior to demolition or renovation	In Process
53	BUILD shall record the 16 th Street Train Station in accordance with Historical American Building Survey (HABS) procedures.	Sept. 2006	HABS survey has been completed for the elevated track structure (12/14/07). None of the Train Station or Signal Tower is proposed for demolition.
54	Salvage of Original Building Materials from Structures Proposed for Demolition	Sept. 2006	Demolished track canopy being used in pocket parks. No building demolition proposed.
55-56	BUILD must stabilize/secure the Train Station and take steps to prevent further deterioration	Jan. 2006	Completed
56A	BUILD must determine the Purchase Price of the Baggage Wing as the lesser value of either: (1) Fair Market Value, or (2) the owner's costs for acquisition, holding, and entitlement of the Baggage Wing property.	Prior to demolition or removal of Baggage Wing	Completed See Agency Resolution 2006-0075 dated 10/31/06. Purchase price for baggage wing \$616,757.

Condition	Action Required	Due Date	Current Status
59	BUILD must form a "Train Station Entity" to oversee the redevelopment of the Train Station.	March 2006	BUILD is proposing to form the Entity out of a partnership between California Capital Group and the Train Station Partnership
56A	BUILD must negotiate a Purchase Agreement to sell the Train Station to the Train Station Entity for the Purchase Price.	May 2006	In process - Entity not yet approved.
56A	Train Station Entity must provide the Agency with a Business Plan, Financing Plan, and Management Plan for the redevelopment of the Train Station.	May 2006	In process - Entity not yet approved.
56A	Based on the Business, Financing, and Management Plans, the Agency can decide whether or not to provide financial assistance to allow the Baggage Wing to be purchased by the Train Station Entity.	May 2006	In process - Entity not yet approved.
56A	If BUILD and the Train Station Entity cannot agree on a Purchase Agreement, the Agency can opt to purchase the Baggage Wing parcel for the Purchase Price	July 2006	In process - Entity not yet approved.
56B	Demolition of Baggage Wing if funding not provided	July 2006	Completed Agency committed to funding purchase of baggage wing See COA 56A above
57	Restriction on Altering the Main Hall and Signal Tower	Prior to Renovation	Renovation work has not started.
57A	Restriction on Alteration of Elevated Track Platform Feasibility Study Area	Prior to demolition or alteration of elevated track platform	Track demolished outside of Elevated Track Feasibility Study Area. Renovation work in the Study Area (behind Main Hall) has not started.
58	BUILD or Train Station Entity may apply for Agency funding for the rehabilitation of the Train Station. The application must include a Development Plan, Business Plan, Financing Plan, Management Plan, and Community Plan for the Train Station	Sept. 2006	Proposed Train Station Entity has submitted the plans June 2008.
60	Reuse of the Main Hall	Upon approval of funding by the Redevelopment Agency; Prior to issuance of the first certificate of occupancy	Restoration work not yet started.
61	Construct and landscape the public plaza	Prior to issuance of certificate of occupancy for	Restoration work not yet started.

Condition	Action Required	Due Date	Current Status
		the Main Hall; or certificate of occupancy for 600 th housing unit, whichever comes first	693 residential units approved; construction not complete.

As plans proceed for the Train Station, the Entity will need to comply with all Conditions of Approval that apply to Vesting Tentative Parcel Map 8554, Parcels 1 through 4. For example, public improvements associated with this parcel map include: construction of improvements to 16th Street and 18th Street; improvements to the Train Station, Public Plaza, and Signal Tower, construction of improvements to Wood Street between 17th and 18th Streets. There are other conditions that apply as well. Additionally, there may be new conditions for the proposed project that are not specified in any of the overall Wood Street Conditions of Approval.

Approval and Formation of the Train Station Entity

As mentioned above, BUILD has completed an extensive process to identify a capable organization to be designated as the Train Station Entity. Based on this process, BUILD is recommending that the Entity be formed as a nonprofit corporation governed by six board members, including three appointed by the Train Station Partnership, two by BUILD, and one other to be appointed by the TSP and BUILD appointees. Under Condition 59, the Train Station Entity must be approved by the City Council.

The proposed Train Station Entity includes an organization that is uniquely qualified to undertake the rehabilitation of the Train Station. On one hand, the Train Station Partnership includes representatives from the West Oakland neighborhoods, the historic preservation community, and nearly every community stakeholder group that is concerned with the restoration of the Train Station. Therefore, the TSP is uniquely qualified to achieve community consensus and to ensure that the ultimate development of the Train Station will reflect community priorities. Building on that, California Capital Group has a proven track record of successfully rehabilitating historic buildings in Oakland, and they bring important architectural, project management, and development expertise.

With the assistance of CCG, TSP has already been able to produce a detailed narrative describing their project concept and proposed plans (see Attachment C). The Agency would require much more detailed information before approving the Train Station Entity’s project; however, this initial work appears to put forth a reasonable, realistic approach to rehabilitating the Train Station. The plan includes information on the proposed uses that are consistent with BUILD’s previous feasibility analysis. The plan also includes a conceptual project budget – which conservatively estimates construction costs at \$58.3 million – as well as a *pro forma* that indicates sources and uses of funds. The plan also includes a project schedule that demonstrates

a realistic approach to government approvals, design, construction, and other project issues (see Attachment C).

For these reasons, staff is recommending that the City Council approve the Train Station Entity being proposed by BUILD, which would be a nonprofit corporation to be formed with six board members appointed by BUILD, the Train Station Partnership, and the BUILD and TSP appointees.

Request for Predevelopment Loan

The rehabilitation of the Train Station is a complex undertaking. Although the Train Station Entity has been able to provide a detailed narrative of their project concept, this work is preliminary and will require further analysis and refinement. Ultimately, it may require several million dollars to fully fund the planning, feasibility analysis, architectural design, and engineering required for the project.

The Train Station Entity is limited in its ability to fund these expenses. TSP is a collaborative of nonprofits and activists with no financial assets. CCG has been willing to contribute discounted and *pro bono* services, but is unable to cover the costs of the specialized consultants and engineers that will be needed for the next stage of project planning.

In order to move forward with the planning process, the Train Station Entity is requesting a predevelopment loan, with deferred repayment, for approximately \$400,000. This amount is adequate to complete several critical tasks, including:

- Legal formation of the Train Station Entity
- Architectural feasibility analysis
- Schematic site plans and elevations
- Structural calculations and potential recommendations
- Survey work
- Assessment of options for historic preservation
- Development of preliminary hazardous materials abatement plan
- Community outreach

The Train Station Entity's proposed budget is shown in Table 2.

Table 2 Budget for Use of Predevelopment Loan

Project Manager	\$ 75,000.00
Train Station Partnership	\$ 50,000.00
Architect	\$ 75,000.00
Structural Engineer	\$ 30,000.00
Survey	\$ 20,000.00
Soils	\$ 15,000.00
Civil Engineering	\$ 15,000.00
Environmental Hygienist	\$ 20,000.00
Electrical Engineer	\$ 7,500.00
Mechanical Engineer	\$ 12,000.00
Material Testing Lab	\$ 20,000.00
Reimbursables	\$ 17,000.00
Contingency	\$ 43,000.00
Total:	\$ 400,000.00

On previous development projects, the Agency has been willing to extend predevelopment loans to nonprofit developers to explore the feasibility of a project. By structuring this financial assistance as a deferred loan, rather than a grant, the Agency can record the loan against the title of the property, which places the Agency in a better position to enforce the conditions of the loan. Repayment is typically deferred until the development has been completed and generating revenue. If the loan is still open at the end of the term, the Agency would forgive the loan as long as the Train Station Entity has fulfilled all conditions of the loan.

The proposed feasibility analysis would allow the Agency to obtain important information that would ultimately lead to complete architectural plans for the rehabilitation of this important historic landmark. Accordingly, staff is recommending approval of the requested \$400,000 predevelopment loan.

Proposed Project Concept

The project proposed by the Train Station Entity includes the rehabilitation of the Train Station, including the Baggage Wing; rehabilitation of the Signal Tower; construction of the public plaza in front of the Train Station; and construction of a new structure north of the Train Station that would house a variety of uses. Surface parking lots would provide the parking for the new uses. The new structure is proposed on a parcel that was originally intended for housing and 6,000 SF of retail and commercial uses surrounding the Train Station Plaza. The new 25,000 SF building is expected to lease space for job training programs, food processing/restaurant activities, civic uses, and small offices. The revenue generated from these activities is expected to help finance the uses proposed in the main hall of the Train Station which will not generate much revenue.

Item: _____

The proposed Train Station Entity submitted the following as the main programming concepts for the Train Station and any new construction (see Attachment C):

- Flexible event/performance space in the Main Hall, supported by a commercial kitchen in a portion of the Baggage Wing. Market studies conducted for the BUILD Reuse Plan indicate market support for new event space of approximately 10,000 s.f. in size.
- Dedicated exhibit space in the alcove as well as integrated into the Main Hall, Baggage Wing, and other structures.
- Offices for nonprofit and for-profit organizations that provide green job training, youth programming, community services, and economic development resources to be located in the South Wing, part of the Baggage Wing, and a new development through building on a subdivided part of parcel 3 adjacent to the Train Station structures. The new office building would provide revenue to support the overall project.
- Surface parking spaced behind the elevated tracks.

The current land use entitlements would need to be reviewed to determine whether any changes would be needed to accommodate the proposed uses. Also, some of the land uses proposed will need Conditional Use Permits to operate within the Wood Street Zoning District.

Other Requests by Train Station Entity

Under Condition 58, either BUILD or the Train Station Entity may apply for Agency funding for the Train Station project. However, the application must include five specific plans showing how the Train Station would be developed: a Business Plan, Financing Plan, Development Plan, Management Plan, and Community Plan. These plans are intended to allow the Agency to make an informed decision on whether or not to provide funding for the Train Station project.

As shown in Attachment C, the Train Station Entity is asking for the City/Agency to accept the analysis included in its project narrative, combined with the previous analysis done by BUILD, as sufficient to comply with the requirements of Condition 58. Upon review of the submitted materials, staff believes that further information must be developed and put in a proper format, in order to fulfill the requirements of Condition 58. By its own admission, the Train Station Entity has stated that its current project concept is still evolving and that any plan approved now may need to be amended later. However, if the Agency approves the proposed predevelopment loan, there would be an opportunity for staff to work with the Train Station Entity to complete the five required plans and thereby allow for Condition 58 to be completed.

In addition, the Train Station Entity is asking the City/Agency to approve a purchase and sale agreement in an amount of \$7 million. Staff is not recommending consideration of this request at

this time, as it is not legally allowed until the proper CEQA analysis has been completed. Staff recommends that the Train Station Partnership focus instead on developing a detailed feasibility analysis of its preliminary development concept.

Finally, the Train Station Entity is asking the City/Agency to allow it to apply for grant funding. Staff proposes to work informally with the Train Station Entity to identify potential grant funding opportunities, based on the specific project plans that are developed. At the appropriate time, staff would bring any proposed grant applications back to the City/Agency for its review and approval.

Other Planning Issues

As planning proceeds for the rehabilitation project, staff will need to work closely with the Train Station Entity to address several additional planning issues, including:

- **General Plan:** The Wood Street Development Project is designated as “Urban Residential” in the General Plan. The *intent* of this classification is “to create, maintain, and enhance areas of the City that are appropriate for multi-unit, mid-rise or high-rise residential structures in locations with good access to transportation and other services. The *primary future use* in this classification is residential. Mixed use buildings that house ground floor commercial uses and public facilities of compatible character are also encouraged. If possible, where detached density housing adjoins urban residential the zoning should be structured to create a transition area between the two.” Staff would need to analyze the proposal along with the Urban Residential land use classification to determine whether the proposed uses are consistent with this category.
- **Wood Street Zoning District:** The land uses proposed by the Train Station Entity are generally consistent with the Wood Street Zoning District; however City staff will need to review the Train Station Entity’s proposal once completed in more detail. Some of the proposed uses will require Conditions of Approval, as specified in the Zoning District.
- **California Environmental Quality Act (CEQA):** An Environmental Impact Report was prepared for the Wood Street Development Project and certified on May 17, 2005. The EIR analyzed two projects: “Maximum Residential Scenario” (1,570 dwelling units; 27,800 s.f. of commercial) and “Maximum Commercial Scenario” (1,084 dwelling units; 539,600 s.f. commercial). The “Maximum Residential Scenario” was approved as the Wood Street Development Project. The proposed project will need to be assessed against the criteria in the CEQA Guidelines, Section 15162, to determine whether additional environmental analysis will be required with respect to potential impacts of the new development on historic resources, at a minimum.

Item: _____

SUSTAINABLE OPPORTUNITIES

Economic: The proposed uses for the Train Station include small business opportunities that could provide amenities and job opportunities for local residents. The restoration of a major, blighted structure will help to improve the overall perception and business climate in West Oakland, thereby indirectly leading to other development and job opportunities.

Environmental: Rehabilitation of the Train Station would be designed to take advantage of energy efficient and other sustainable building technologies.

Social Equity: The proposed project will revitalize a landmark building that has been vacant and blighted for 25 years. The new Train Station will be developed by a community-oriented development team and it will provide an important focal point, meeting place, open space (including the 0.75-acre plaza that is envisioned for the front of the Train Station), and symbol for the surrounding West Oakland community.

DISABILITY AND SENIOR CITIZEN ACCESS

Rehabilitation of the Train Station would include several public amenities (e.g., the planned open space, retail commercial uses, civic uses) that will be designed to accommodate disabled and senior citizens.

RECOMMENDATIONS AND RATIONALE

Staff recommends the City approve a Train Station Entity consisting of a nonprofit corporation governed by board members appointed by the Train Station Partnership, BUILD, and the TSP and BUILD appointees, to oversee the rehabilitation and reuse of the 16th Street Train Station of the 16th Street Train Station in West Oakland.

Staff further recommends that the Agency authorize a forgivable predevelopment loan in an amount not to exceed \$400,000 to the Train Station Entity. The proposed feasibility analysis would allow the Agency to obtain important information that would ultimately lead to complete architectural plans for the rehabilitation of this important historic landmark.

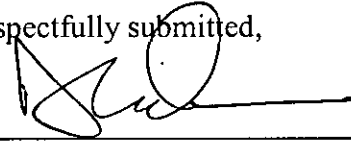
ACTION REQUESTED OF THE CITY COUNCIL/AGENCY

Staff recommends the City approve the attached resolution approving a Train Station Entity consisting of a nonprofit corporation governed by board members appointed by the Train Station Partnership, BUILD, and the TSP and BUILD appointees to serve as the developer of the 16th Street Train Station. Staff further recommends that the Agency approve the attached resolution

Item: _____

authorizing a forgivable predevelopment loan in an amount not to exceed \$400,000 to the Train Station Entity.

Respectfully submitted,

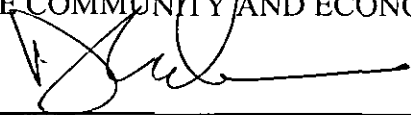


Dan Lindheim, Director
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APPROVED AND FORWARDED TO
THE COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE:



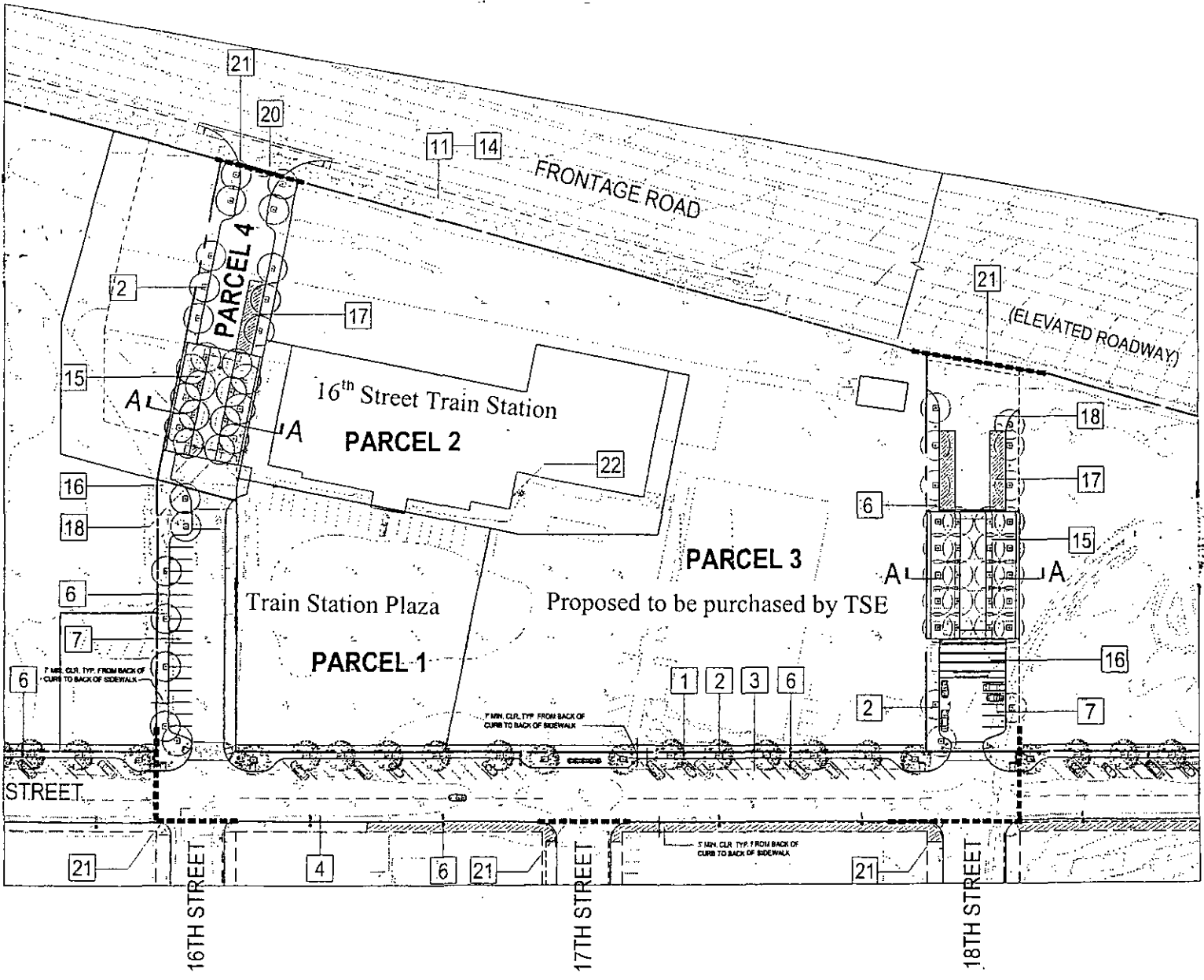
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Attachments:

- A Site Map
- B Wood Street Conditions of Approval for 16th Street Train Station
- C Proposal Narrative from Train Station Entity

16th Street Train Station

Vesting Tentative Parcel Map 8554



Attachment B

**Wood Street Zoning District
Conditions of Approval
Relating to 16th Street Train Station**

Wood Street Development Project
Conditions of Approval Pertaining to the 16th Street Train Station

52A. Preservation of the Historic 16th Street Train Station.

Prior to demolition or renovation

The Project Sponsor shall preserve the historic 16th Street Train Station including the Main Hall, Baggage Wing, and as much of the Elevated Platform as possible behind the Main Hall, as included in Development Area 5 of the Wood Street Zoning District, Parcel 2 of VTPM 8554, and as specified in Conditions 56A, 56B and 57A. *[This condition will be attached to the subdivision map for VTPM 8554 only.]*

53. HABS Recordation of the 16th Street Train Station.

Within 12 months of effective date of Wood Street Zoning District.

The Project Sponsor of Parcel 2 of VTPM 8553, and Parcels 2, 3 and 4 of VTPM 8554 shall, within 12 months of the effective date of the Wood Street Zoning District, record the 16th Street Train Station in accordance with the procedures of the Historical American Building Survey (HABS). In accordance with the HABS recordation process, the Project Sponsor shall consult with the National Park Service (NPS) to determine the appropriate level of documentation, and all documentation shall be subject to review and approval by NPS with approval determined by compliance with HABS procedures. *[This condition will be attached to the subdivision maps for Parcel 2 of VTPM 8553; and Parcels 2, 3 and 4 of VTPM 8554 only.]* [WS MM CR-2.1]

54. Salvage of Original Building Materials from Structures Proposed for Demolition.

Within 12 months of effective date of the adoption of the condition of approval.

The Project Sponsor shall, within twelve months of the effective date of the Wood Street Zoning District, submit a study to the City of Oakland detailing what parts of the portions of the 16th Street Train Station to be demolished can be feasibly salvaged. The study shall include an assessment of the feasibility of salvaging terra-cotta cladding, windows, doors and hardware. The study must be approved by the City's Planning Director, who shall find the study acceptable if it demonstrates which parts can be feasibly salvaged. Following City approval of the study, the Project Sponsor shall salvage parts as indicated in the approved study and shall make the salvaged materials available for reuse in rehabilitating the portions of the 16th Street Train Station that are to be rehabilitated. *[This condition will be attached to the subdivision maps for Parcel 2 of VTPM 8553, and Parcels 2, 3 and 4 of VTPM 8554 only.]* [WS MM CR-2.2]

55. Stabilization of Main Hall and Signal Tower.

Within three months of the effective date of the adoption of the condition of approval.

The Project Sponsor of Parcels 2 and 3 of VTPM 8554 shall, within three months of the effective date of the Wood Street Zoning District, take measures designed to preclude further deterioration of the Main Hall and the Signal Tower (both as defined in the notes and definitions on page 1) from rain and to exclude trespassers. Within 45 days of the effective date of the adoption of this condition of approval, the Project Sponsor shall submit to the Planning Director a description of the proposed measures. The Planning Director shall review, and may approve, disapprove, or modify the measures intended to eliminate deterioration or vandalism. These measures shall remain in place until the decision regarding reuse of the Main Hall is made. The facilities preserved and protected by this measure include the canopy at the Wood Street entrance to the Main Hall. *[This condition will be attached to the subdivision maps for Parcels 2 and 3 of VTPM 8554 only.]* [WS MM CR-2.3]

56. Interim Stabilization of Baggage Wing.

Within three months of the effective date of the adoption of the condition of approval.

The Project Sponsor of Parcel 2 of VTPM 8554 shall, within three months of the effective date of the Wood Street Zoning District, take measures designed to preclude further deterioration of the Baggage Wing from rain and to exclude trespassers, pending a decision from the Redevelopment Agency on whether to fund retention of the Baggage Wing. Within 45 days of the effective date of the adoption of the condition of approval, the Project Sponsor shall submit to the Planning Director a description of the proposed measures. The Planning Director shall review, and may approve, disapprove, or modify the measures intended to eliminate deterioration or vandalism. These measures shall remain in place until a decision from the Redevelopment Agency on whether to fund retention of the Baggage Wing is made. *[This condition will be attached to the subdivision map for Parcel 2 of VTPM 8554 only.]*

56A. Possible Agency Funding for Preservation and Restoration of Baggage Wing.

Prior to demolition or renovation of the Baggage Wing.

(a) To assist the Redevelopment Agency in its efforts to preserve and restore the Train Station, the Project Sponsor of Parcel 3 of VTPM 8554 (“BUILD”) shall set aside the additional approximate .33 acre of land depicted on VTPM 8554 upon which the Baggage Wing is located (the “Baggage Wing Parcel”) for a period of no less than eight months following the effective date of the Wood Street Zoning District, and shall include such parcel in the final map of Parcel 2 of VTPM 8554. During this period (1) BUILD and the Train Station Entity, defined in the General Notes and Definitions and described in Condition 59, shall negotiate in good faith to enter into an agreement for the Train Station Entity to purchase the Baggage Wing Parcel from BUILD within said eight-month period for the Purchase Price (defined below), (the “Baggage Wing Purchase Agreement”) and (2) upon the receipt and acceptance by the Redevelopment Agency Board of a Business Plan, Financing Plan and Management Plan from the Train Station Entity, the Redevelopment Agency shall determine whether to make available the financial assistance necessary for the Train Station Entity to acquire the Baggage Wing Parcel and preserve the Baggage Wing, and the Train Station Entity and the Redevelopment Agency shall then negotiate in good faith to enter into an agreement for such financial assistance (the “Baggage Wing Funding Agreement”). The Baggage Wing Funding Agreement shall (3) provide for Agency funding for the acquisition and preservation of the Baggage Wing and the Baggage Wing Parcel from available tax increment funds as such funds are received, under customary redevelopment agency terms and conditions; and (4) provide that the Train Station Entity shall seek funding from non-Agency and non-City sources (including state and federal programs, historic preservation tax credits, and private lenders) as appropriate for the acquisition, preservation, and restoration of the Baggage Wing and the Baggage Wing Parcel. For purposes of this condition, the term “available tax increment funds” shall mean the net tax increment revenues generated by the property in the Wood Street Project that are actually received by the Agency, excluding any pass-through payments to other entities, payments to the Low and Moderate Income Housing Fund, the Educational Revenue Augmentation Fund, or other set aside funds, or funds otherwise diverted from the Agency.

(b) In the event the Baggage Wing Purchase Agreement and the Baggage Wing Funding Agreement are executed within the eight month period, then:

- (1) BUILD will include the Baggage Wing in the materials, plans and information to be prepared in accordance with Conditions of Approval 58 and 59, BUILD will not make any alteration to the Baggage Wing that is not consistent with the preservation, rehabilitation, or reuse recommendations contained in the *OARB*

Area Redevelopment Plan (as amended); the *City of Oakland General Plan* (as amended); the Wood Street Zoning District; and Secretary of the Interior's Standards for the Treatment of Historic Buildings, and alterations shall be further restricted in accordance with any additional design standards, guidelines, or recommendations when the development plan, adopted pursuant to Mitigation Measure CR-2.5, becomes effective;

- (2) in accordance with Condition 59, BUILD will transfer title to the Baggage Wing Parcel to the Train Station Entity upon approval by the City Council, which approval shall be based upon the Council's satisfaction of the progress in implementing Conditions 58, 59 and 60; and
- (3) the City will cooperate to develop and approve preliminary and final development plans for the remaining areas of Parcel 3 of VTPM 8554 such that the Project Sponsor will be able to build the residential units approved for development on such parcel, which cooperation may include, subject to appropriate environmental review, future approval of residential use of certain areas of the future adjacent right of way located in 18th street, provided that an equivalent area of public space is provided elsewhere within the Baggage Wing Parcel or the remaining areas of Parcel 3.

(c) For purposes of the above, the "Purchase Price" for the Baggage Wing Parcel shall be the lesser of (1) Fair Market Value, or (2) the Acquisition/Holding/Entitlement Costs. "Fair Market Value" shall mean the purchase price that an unrelated party negotiating at arm's length would pay to purchase such property, taking into account all then current market factors, including without limitation the quality, design, condition and location of the property including the extent and condition of the construction completed to date, if any, the amount of any and all liens, mortgages, and encumbrances against the property, required environmental remediation, and the value of the existing improvements to such party, and assuming the property was included with Parcel 3 of VTPM 8554. "Acquisition/Holding/Entitlement Costs" shall mean (1) the actual price initially paid for the Baggage Wing Parcel by BUILD, calculated on the basis of the overall purchase price paid by BUILD for developable acres within the Wood Street Zoning District and prorated on a square footage basis to the Baggage Wing Parcel, plus (2) actual costs incurred by BUILD in holding, maintaining and entitling the Baggage Wing Parcel (calculated on a developable square footage basis prorated to the Baggage Wing Parcel), including taxes, carrying costs (which shall be defined as the investment return BUILD's investor, CalPERS, has received on investments in similar projects in the CalPERS CURE program (California Urban Real Estate) since its inception in 1997, but not to exceed 10%), insurance, maintenance, and other out-of-pocket payments by BUILD to third parties for holding, maintaining and entitling the property, but not including BUILD's administrative or staff costs. The Acquisition/Holding/Entitlement Costs shall be determined by an independent cost certification obtained by BUILD.

(d) BUILD shall submit its determination of Acquisition/Holding/Entitlement Costs, along with the independent cost certification, and its determination of Fair Market Value to the Redevelopment Agency within three months of the City Council's approval of the District. If the Agency disputes BUILD's determination either of Fair Market Value or Acquisition/Holding/Entitlement Costs, or both, as contained in BUILD's notice, the Agency shall notify BUILD in writing within 30 calendar days of its receipt of BUILD's determination, which notice shall set forth the Agency's determination of the Fair Market Value and/or

Acquisition/Holding/Entitlement Costs. The Agency and BUILD shall thereupon attempt to resolve their differences within 10 days following BUILD's receipt of the Agency's notice. If the Agency and BUILD cannot agree on Fair Market Value during such 10-day period, the Agency and BUILD shall each appoint an appraiser who shall be an M.A.I. and a California licensed appraiser experienced in appraising commercial and residential real estate in Alameda County, and give notice of such appointment to the other within 10 calendar days after the foregoing 10-day period. Such appraisers shall, within 30 calendar days after the appointment of the last of them to be appointed, complete their written determinations of Fair Market Value and furnish the same to the Agency and BUILD. Each party shall pay the fees and costs of the appraiser appointed by it. If the valuations vary by ten percent (10%) or less of the higher value, the Fair Market Value shall be the average of the two valuations. If the valuations vary by more than ten percent (10%) of the higher value, the two appraisers shall, within ten (10) calendar days after submission of the last appraisal report, appoint a third disinterested appraiser who shall be an M.A.I. and a California licensed appraiser with the experience described above. If the two appraisers are unable to agree in a timely manner on the selection of the third appraiser, then either appraiser, on behalf of both, may request appointment of such third disinterested M.A.I. appraiser by the presiding judge of the Superior Court of Alameda County. Such third appraiser shall, within 15 calendar days after appointment, make a determination of Fair Market Value by selecting one of the prior appraisals. The third appraiser shall have no right to select a Fair Market Value other than as determined by one of the prior appraisals. If the Agency and BUILD cannot agree on Acquisition/Holding/Entitlement Costs during such 10-day period, the Agency and BUILD shall submit the issue to binding arbitration.

(e) If, after good faith negotiations, BUILD and the Train Station Entity have not entered into the Baggage Wing Purchase Agreement within the eight-month period, or the Agency and the Train Station Entity have not entered into the Baggage Wing Funding Agreement within the eight-month period, then the Agency or the Agency's designee shall have the option of purchasing the Baggage Wing Parcel for the Purchase Price. The Agency or its designee shall give written notice of its exercise of said option to BUILD (or the then-current owner of the Baggage Wing Parcel) within 60 calendar days of the end of the eight-month period.

(f) Should the Agency exercise the above option, BUILD shall deliver title to the Baggage Wing Parcel to the Agency free and clear of any junior liens, leases, mortgages, or encumbrances, except those liens, mortgages, or encumbrances that have been specifically approved by the Agency in writing. Escrow for the sale of the Baggage Wing Parcel shall close and BUILD shall execute and deliver to the Agency or its designee a grant deed or deeds to the Baggage Wing concurrent with the transfer of the Main Hall, in accordance with Condition 59, at which time the Purchase Price shall be paid by the Agency or its designee to BUILD. The Purchase Price shall be paid in the form of a promissory note executed by the Agency to BUILD in which the Agency pledges to pay the Purchase Price from available tax increment funds as such funds are received, along with interest at a rate equal to the prevailing Local Agency Investment Fund rate. The Agency shall be allowed to prepay the note without penalty. Prior to the close of escrow, BUILD shall take all necessary steps to ensure that a title company will be able to issue to the Agency or its designee, upon close of escrow, a standard CLTA owner's policy of title insurance, in an amount equal to the Purchase Price, showing title to the Baggage Wing Parcel vested in the Agency or its designee, with only the following exceptions:

- (1) Liens for property taxes not yet due and payable;

(2) Any other lien or encumbrance approved in writing by the Agency in its sole discretion.

(g) Prior to the time for the Agency to provide notice of its election to exercise the option, the Agency or its designee and its agents may, upon reasonable notice to BUILD, enter the Baggage Wing Parcel for purposes of inspection, survey, tests, or other actions reasonably related to acquisition of the property by the Agency or its designee. The Agency or its designee shall indemnify and defend BUILD for any liability, claims or damages arising from such entry.

(h) The Agency may assign the option to purchase the Baggage Wing Parcel to any other entity in its sole discretion.

(i) If BUILD and the Train Station Entity have not entered into the Baggage Wing Purchase Agreement, or if BUILD and the Agency have not entered into the Baggage Wing Funding Agreement, within the eight month period and any of them assert that one or the other of them has not negotiated the agreement in good faith, BUILD, the Agency or the Train Station Entity shall submit the issue to binding arbitration.

(j) If BUILD and the Agency have not entered into the Baggage Wing Funding Agreement within the eight month period because the Agency has declined to provide the funding from available tax increment funds necessary for the Train Station Entity to purchase and preserve the Baggage Wing Parcel as set forth above, and if the Agency or its designee has declined to exercise its option to purchase the Baggage Wing Parcel as set forth above, then BUILD shall have no further obligations under this condition. *[This condition will be attached to the subdivision map for Parcel 2 of VTPM 8554 only.]*

56B. Feasibility Determination If Funding Not Provided For Baggage Wing.

Prior to demolition or renovation of Baggage Wing.

In the event that the Baggage Wing Purchase Agreement and the Baggage Wing Funding Agreement described in Condition 56A are not executed within the eight month period, the Project Sponsor shall submit for City Council review application to demolish the Baggage Wing or its application to alter the Baggage Wing. Any alteration of the Baggage Wing shall be consistent with the preservation, rehabilitation, and reuse recommendations contained in the OARB Area Redevelopment Plan (as amended by action concurrent with approval of the Wood Street Zoning District), the City of Oakland General Plan (as amended by action concurrent with approval of the Wood Street Zoning District), the Wood Street Zoning District, and Secretary of the Interior's Standards for the Treatment of Historic Buildings. Upon review of detailed pro forma information (amount invested, return on equity, financing options) and any other information requested by the City Council, including CEQA compliance determination, financing requirements and other pertinent information, the City Council shall approve, deny, or conditionally approve the application.

57. Restriction on Alteration of the Main Hall and the Signal Tower.

Prior to demolition or renovation of any structures.

The Project Sponsor of Parcels 2 and 3 of VTPM 8554 shall not make any alteration to the Main Hall that is not consistent with the preservation, rehabilitation, or reuse recommendations contained in the *OARB Area Redevelopment Plan* (as amended); the *City of Oakland General Plan* (as amended); the Wood Street Zoning District; and Secretary of the Interior's Standards for the Treatment of Historic Buildings. Alterations shall be further restricted in accordance with any additional design standards, guidelines, or recommendations when the development plan,

adopted pursuant to Mitigation Measure CR-2.5, becomes effective. *[This condition will be attached to the subdivision maps for Parcels 2 and 3 of VTPM 8554 only.]* [WS MM CR-2.4]

57A. Restriction on Alteration of the Elevated Platform Feasibility Study Area.

Prior to demolition of the elevated track platform adjacent to the Main Hall.

The Project Sponsor shall not make any alteration to the Elevated Platform Feasibility Study Area until the Project Sponsor has further pursued, with due diligence, the feasibility of retaining and preserving more width of the Elevated Platform Feasibility Study Area, than is shown in FEIR Figure CR-4 and, in any event, no alteration shall be made prior to the approval of a preliminary development plan for Parcel 3 of VTPM 8554. The Project Sponsor shall include in its preliminary development plan application for Parcel 3 of VTPM 8554 additional evidence of the feasibility or infeasibility of retaining a greater width of the Elevated Platform Feasibility Study Area. The determination of the width to be retained and preserved shall be made by the City in connection with its consideration and approval of such preliminary development plan. The preliminary development plan shall include retention and preservation of as much width of the Elevated Platform Feasibility Study Area as the City determines is feasible. The precise location of the parcel line between Parcel 2 and Parcel 3 on the final map for Parcel 3 shall accommodate such determination. *[This condition will be attached to the subdivision map for Parcel 3 of VTPM 8554 only.]*

58. Application for Redevelopment Agency Funding Approval for Train Station Preservation, Rehabilitation, and Stabilization.

Within 12 months of the effective date of the adoption of this condition of approval.

Consistent with the *OARB Area Redevelopment Plan* goals as set out in Section 100 of that Plan, the Project Sponsor of Parcel 2 of VTPM 8554 or the Train Station Entity shall submit an application to the Redevelopment Agency of the City of Oakland (the "Agency") requesting that the Agency make available tax increment funds provided for in Section 502 of the *OARB Area Redevelopment Plan* for the preservation, rehabilitation, and stabilization of the Main Hall. In connection with such application, the property owner shall submit the following materials and information to the Agency:

- a. a finance plan demonstrating the prudent use of tax increment funds in restoring, preserving, and reusing the Main Hall, including a commitment by the property owner to maximize the leverage of the tax increment funds by seeking additional public funding, tax credits, private financing, and/or private philanthropic grants;
- b. a management plan demonstrating exemplary and continued stewardship of the Main Hall, with recognition of its cultural and historical importance to the City of Oakland and which is accountable to the goals and policies of the *OARB Area Redevelopment Plan* and the *City of Oakland General Plan*;
- c. a community participation plan providing for input by Oakland community members in decisions concerning the Main Hall's preservation and reuse;
- d. a development plan demonstrating that the proposed renovation and reuse of the Main Hall is consistent with the design standards, policies, and goals of the *OARB Area Redevelopment Plan* (as amended); the *City of Oakland General Plan* (as amended); and the Wood Street Zoning District; as well as with any other design criteria that the Agency determines is appropriate to meet said goals and policies; and

e. a business plan that establishes a framework for the funding of rehabilitation efforts and identifies the grant source(s), the funding mechanisms and the budget for the work, as provided in Condition 59.

Not in limitation of the Project Sponsor's obligations in Conditions No. 95, 96 and 97, any Agency decision to fund all or any portion of the 16th Street Train Station, including either the Main Hall, Baggage Wing and/or Signal Tower shall be conditioned upon Project Sponsor's indemnification of the Agency and the City for any claims related to the construction, operation or maintenance of any and all projects using Agency funds.

[This condition will be attached to the subdivision map for Parcel 2 of VTPM 8554 only.]
[WS MM CR-2.5]

59. Rehabilitation and Reuse of Main Hall, Platform and Signal Tower.

Within six months of the effective date of the adoption of this condition of approval for establishment of a Train Station Entity to oversee the rehabilitation and reuse of the historic 16th Street Train Station; within twelve months of the effective date of the adoption of this condition of approval to prepare a business plan for the retention of historic resources and the reuse of the 16th Street Train Station.

Within six months of adoption of this condition of approval, the Project Sponsor will establish a Train Station Entity to oversee the rehabilitation and reuse of the historic 16th Street Train Station (as defined in the General Notes and Definitions), which will assure public access and include elements commemorating its historical significance, and within twelve months of the effective date of this condition of approval the Project Sponsor shall obtain City Council approval of such Train Station Entity. Within twelve months of adoption of this condition of approval, the Project Sponsor and/or the new Train Station Entity for the historic 16th Street Train Station shall prepare a business plan for the retention of historic resources and the reuse of the 16th Street Train Station. The business plan will establish a framework for the funding of rehabilitation efforts and identify the grant source(s) and the funding mechanisms for the work. The business plan will also establish the information needed for requesting tax increment financing and the timing and sequencing of such funding in relation to the phasing of the historic restoration efforts. Within two years of approval of the Wood Street Zoning District, the Project Sponsor will complete a schematic set of plans and specifications for the restoration of the 16th Street Train Station. The plans shall include an analysis of the feasibility of restoration and reuse of the structure and establish a budget for the project to demonstrate the viability of proposals related to possible use of historic resources and identify important details about how modifications to historic resources will be integrated into the final project. Upon receipt of Agency tax increment funds and other public and/or private funds in accordance with Condition of Approval #58, the Project Sponsor of Parcel 2 of VTPM 8554 will, within one year, diligently commence and pursue the completion, within seven years, in accordance with the plans and specifications for the restoration of the 16th Street Train Station, and rehabilitation of the facilities depicted for retention in Figure 2-4 of the Draft EIR of the proposed project, in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Buildings, and in conformance with the following General Standards.

(1) Any renovation, modification or addition to the 16th Street Train Station shall conform with the standards set forth in the Planning Code "Special regulations of designated landmarks."

(2) Any reuse of the 16th Street Train Station shall include stabilization and repair of exterior materials to improve the exterior appearance and to ensure a watertight building envelope. This rehabilitation shall include using salvaged materials to the extent feasible, and seismically strengthening and rehabilitating the exterior of the Main Hall, including the portions of the platform that are to be preserved. No additions to the structures would be permitted except as specified in the following standards:

(a) No addition to the existing 16th Street Train Station shall exceed a total building footprint greater than 20 percent of the existing structure to be retained.

(b) No addition to the existing 16th Street Train Station shall exceed the height of the north or south wings that flank the Main Hall (approximately 25 feet in height).

(c) No addition shall be made to either the primary façade facing the 16th Street Plaza or the southern façade, facing the 16th Street right of way or pocket park.

(d) No additions are permitted to the Signal Tower. Plaques shall be installed on the exterior façade of the station and the Signal Tower that identify their historic uses and include additional historical information. A display shall be created on the interior of the station using historic photos and documents to give a more complete history of the station and the Signal Tower.

The Project Sponsor of VTPM 8554 shall not transfer title of the retained portion of the 16th Street Train Station to the Train Station Entity unless and until the transfer is approved by the City Council, which shall be based upon Council's satisfaction of the progress in implementing Conditions 58, 59 and 60. Not in limitation of the Project Sponsor's obligations in Conditions No. 95, 96 and 97, in the agreement between the Project Sponsor and Agency to fund all or any portion of the 16th Street Train Station (as defined in the General Notes and Definitions), the Project Sponsor shall indemnify, in a form acceptable to the City Attorney, the Agency and the City for any claims related to the construction, operation or maintenance of any and all projects constructed by or at the direction of a Project Sponsor, using Agency funds.

Not in limitation of the Project Sponsor's obligations in Conditions No. 95, 96 and 97, any Agency decision to fund all or any portion of the 16th Street Train Station, including either the Main Hall, Baggage Wing and/or Signal Tower shall be conditioned upon Project Sponsor's or the Train Station Entity's indemnification of the Agency and the City for any claims related to the construction, operation or maintenance of any and all projects using Agency funds. *[This condition will be attached to the subdivision maps for Parcels 2 and 3 of VTPM 8554 only.]* [WS MM CR-2.6]

60. Reuse of the Main Hall

Prior to issuance of the first certificate of occupancy; upon approval of funding by the Redevelopment Agency as specified in WS MM CR-2.5.

Following the satisfaction of the prior Condition No. 59, the Project Sponsor of Parcel 2 of VTPM 8554 in the reuse of the Main Hall shall incorporate exhibit space commemorating the site's cultural history and its function as the end of the trans-continental railroad and the gateway arrival point in the West. The exhibit space could also serve as a venue for private and public events, facilitating greater exposure of persons to the historical significance of the station. Oral histories shall be recorded and made available to the extent feasible. The building would not be subjected to extensive night lighting. Reuse shall proceed according to the finance, management,

community participation, and development plans submitted pursuant to Condition No. 58, as approved by the Redevelopment Agency, as well as any other design criteria that the City Planning Director determines is appropriate to meet the City's goals and policies. *[This condition will be attached to the subdivision map for Parcel 2 of VTPM 8554 only.]* [WS MM CR-2.7]

61. Enhancement of the Train Station Setting

Prior to issuance of certificate of building occupancy of the restored Main Hall or issuance of a certificate of occupancy for the 600th residential dwelling with the Project Area, whichever occurs first.

The Project Sponsor of Parcel 1 of VTPM 8554 shall construct and landscape the plaza area to provide an enhanced visual setting for the Main Hall, to provide a visual focus and view corridor, to increase public accessibility to the 16th Street Train Station, and to create a feature that recalls the historic use of the station. All these improvements shall be completed with private financing by the Project Sponsor; no public funds would be requested with respect to the Plaza. *[This condition will be attached to the subdivision map for Parcel 1 of VTPM 8554 only.]* [WS MM CR-2.8]

Attachment C

Proposal Narrative from Train Station Entity

MEMORANDUM

June 30, 2008

To: Mayor Ron Dellums

City of Oakland City Council Community Economic Development Committee

Dan Lindheim and Community Economic Development Agency Staff

Fr: The Train Station Partnership, BUILD, California Community Group

Re: 16th & Wood Train Station Agenda Item

In June of 2005, the Oakland City Council granted approval of the Wood Street Zoning District (the "District"), governing the terms of the redevelopment of this area of West Oakland running from 10th to 20th Street, between Wood Street and the Frontage Road. The District zoning provides for the development of over 1,500 new homes within the 29-acre parcel. At the center of the District, on the block between 16th and 18th Streets, stands a landmark building, the history of which also stands at the center of the development of West Oakland –the historic 16th Street Train Station. The Conditions of Approval for the District govern how BUILD, as owner, is to develop a Re-Use Plan for the elements of the Train Station:

Main Hall: The ceremonial center of the Train Station

Baggage Wing: The center of activities for the Pullman Porters

Elevated Track The two-level steel platform to the west of the Main Hall and Baggage Wing

Plaza: The 16th Street Plaza, a 3/4 acre parcel to the east of the Train Station

Signal Tower: The Signal Tower, a 3-story structure located a significant distance to the north

The following information and development proposal represent the collective efforts of BUILD, the Partnership to Restore the 16th and Wood Street Train Station ("Train Station Partnership" or "TSP")¹, a collaboration of community, labor, and political leaders supporting a community reuse vision for the Train Station, and California Commercial Group ("CCG") to create the highest and best use for the redevelopment of the Train Station, from community benefitting and historic legacy perspectives.

I. CONSENSUS REGARDING REDEVELOPMENT AND REUSE:

¹ Train Station Partnership member organizations include the following groups: A. Philip Randolph Institute, Asian Pacific American Labor Alliance, Coalition for West Oakland Revitalization, East Bay Community Law Center, Ella Baker Center for Human Rights, ILWU Local 10, Just Cause Oakland, Oakland Private Industry Council, Inc., SEIU Local 1021, and the West Oakland Environmental Indicators Project. Current board members include: Greg Hodge, Jackie Howell, Jumoke Hinton Hodge, Margaret Gordon, Margareta Lin, Naomi Schiff, Vince Gibbs, Congresswoman Barbara Lee, Assemblyman Sandre Swanson, and Supervisor Keith Carson.

The fundamental challenge of the Re-Use Plan is clearly established in the Conditions of Approval: **identify a viable, financially self-sustaining use for a significantly deteriorated, historically significant and architecturally specialized civic structure that is now set within a residential community.**

Through many community meetings, forums, and other activities spanning more than two years from the date that the Wood Street District was approved, community stakeholders and BUILD reached consensus on the following goals for the Train Station's redevelopment and reuse:

- Community-benefitting programming that includes preservation of the historic structures; educational venues to honor the Station's labor, African American, and West Oakland histories; public access and use; programming that provides for or leads to employment and other economic opportunities for West Oakland residents; and local hiring and other community benefitting standards as part of the re-development of the Train Station.
- Financial sustainability of the Train Station's operations.
- Community capacity building and eventual community ownership and control of the Train Station.

In Fall of 2006, BUILD formally submitted its reuse plan to the City in an effort to secure the City's commitment to preserve the baggage wing. Subject to certain conditions (notably the selection of a developer/operator), City Council voted to endorse this plan and preserve the baggage wing. Concurrently, the Train Station Partnership also developed a reuse plan that looked at the project as a whole. The TSP planning process, which involved over 40 different community stakeholders, developed the proposal for office space in addition to the other programming uses. The reuse plans from both BUILD and TSP concluded that programming that met the above community goals could be financially viable and generate sufficient revenue streams to sustain the financial expenses of the Train Station's ongoing operations. More information about the reuse vision and programming is provided in Section III.

The broad community support generated through this planning process derives from the synergy between these potential commercial operations and the types of community benefit programs sought by participants in the process.

II. REQUEST FOR PROPOSALS FOR OWNERS/OPERATORS

In order to identify the highest and best use, in March, 2007, BUILD, a private entity, issued a **Request for Qualification** ("RFQ") to solicit responses from potential owners and or operators of businesses and programs consistent with the agreed upon concepts which had been brought before City Council in the 2006 Re-Use Plan. Prospective respondents were invited to submit proposals that included:

- A Business Plan**
- A Statement of Qualifications**
- A Term Sheet**
- A Statement of Community Benefit**

Three groups responded to the RFQ. BUILD deemed one of the applications as not a viable proposal. Based upon the RFQ process, BUILD believed that the applications of the Train Station Partnership and California Commercial Group complemented one another and asked the respondents to attempt to develop a partnership. After six months of discussions between the TSP and CCG, facilitated by BUILD, the three parties achieved agreement on the formation of the "Train Station Entity" responsible for the ownership, maintenance, and operations of the Train Station; the designation of CCG as the fee developer, and a common vision for the Train Station's business plan.

III. GUIDING VISION/Framework FOR THE TRAIN STATION'S REUSE

TSP and CCG have come to an agreement on the overall vision as well as business plan elements for the Train Station's reuse. They agree that the Train Station can and should serve as a center for both innovative programs, such as the incubation or housing of green tech companies, and a combination of community programs and services that directly meet the economic needs of Oakland residents, with a particular focus on West Oakland. Contemplated programs include job training for green or trade and logistics jobs, or financial services. This vision is also supported by extensive case study research of similar development efforts in other communities.

The parties examined several development scenarios. The current proposed development scenario, contingent upon City approval as well as review and approval by the new Train Station Entity board members, includes the redevelopment of the existing Train Station structures and purchasing the adjacent parcel of land to the north currently owned by BUILD--parcel 3 of the Wood Street project. Parcel 3 would be used for new office space and associated parking as well as overflow parking for programming at the Train Station structures. The parties contemplate that long-term operational sustainability of the Train Station requires the development of space beyond the existing Train Station structures. The pro forma budget, as well as projected operating budget for this development scenario is provided in **Attachment 1**. A preliminary design sketch for illustrative purposes only is provided in **Attachment 2**.

The main programming concepts include the following:

- Flexible event/performance space in the Main Hall, supported by a commercial kitchen in a portion of the Baggage Wing. Market studies conducted for the BUILD Reuse Plan indicates market support for new event space of approximately 10,000SF in size. Under the current business plan, the event space is not contemplated to serve as the anchoring revenue stream producer.
- Dedicated exhibit space in the alcove as well as integrated into the Main Hall, Baggage Wing, and other structures.
- Offices for nonprofit and for profit organizations that provide green job training, youth programming, community services, and economic development resources to be located in the South Wing, part of the Baggage Wing, and in new facilities to be constructed on parcel 3, adjacent to the Train Station structures.
- Surface parking spaces behind the elevated tracks.

A business plan team, which included participants from UC Berkeley law and business schools, engaged in market studies and research to evaluate the community need, opportunity, desire, and viability for the proposed programming, and provided financial information for each programming element. See **Attachment 3**. The financial background research is reflected in the operating revenues and expenses budget.

Pursuant to the Conditions of Approval 58, the following plans have been developed:

- **Finance Plan:** supporting information has been provided demonstrating the prudent use of tax increment funds in restoring, preserving, and reusing the Train Station structures. The information includes a commitment from the parties to maximize the leveraging of tax increment funds through seeking additional public funding, tax credits, private financing, and private philanthropic grants. This information is contained in the attached pro forma and operating budgets, **Attachment 1**, as well as in BUILD's Reuse Plan, pp. 11-15.
- **Management Plan:** the parties have formulated a management plan that will provide exemplary stewardship of the Train Station structures, with recognition of their cultural and historical importance to the City of Oakland. This plan follows the goals and policies of the OARB Area Redevelopment Plan and the City of Oakland General Plan. Information about the formation of the new Train Station Entity is provided in Section IV, as well as in the BUILD Reuse Plan, page 16.
- **Community Participation Plan:** Oakland community members provided input regarding the Train Station's preservation and reuse. This process has been summarized in Section I and in the BUILD Reuse Plan, p. 8. The Train Station Partnership also conducted a 18 month long community planning process and developed an accompanying business plan, see **Attachment 3**.
- **Development Plan:** the parties have updated BUILD's development plan demonstrating that the proposed renovation and reuse of the Train Station structures are consistent with the design standards, policies, and goals of the OARB Area Redevelopment Plan (as amended); the City of Oakland General Plan (as amended), and the Wood Street Zoning District. See **Attachment 2** and BUILD Reuse Plan, p. 5. The parties may need to amend the Wood Street Zoning District design standards to accommodate the workforce development training and other uses contemplated for development on parcel 3.
- **Business Plan:** the parties have developed plans that establish a framework for the funding of rehabilitation efforts and identify grant sources, the funding mechanisms and the budgets. See **Attachments 1, 3** and BUILD Reuse Plan.

IV. DEVELOPMENT OF TRAIN STATION ENTITY

Pursuant to Conditions of Approval 59, the parties intend to create a new Train Station Entity to oversee the redevelopment of the Train Station. The main terms for the new Entity's development are contained in a term sheet agreed to by BUILD, TSP, and CCG. See Attachment 4. TSP and CCG agree that any proposal to BUILD would involve: 1) a formation of a new entity ("Train Station Entity" or TSE) to advise development and serve as ultimate owner and/or

operator and 2) that CCG would act as the fee developer, assuming the obligations, risks, and liabilities consistent with the role of project developer in exchange for the opportunity to derive a market rate return on capital and opportunity costs if expended, and reasonable developer and project management fees.

Subject to approval by the City of Oakland, the TSE would be composed of six board members - 3 members appointed by Train Station Partnership (TSP); 3 others as follows: 1 appointed by BUILD or its designee (future resident of Central Station), 1 appointed by the Mayor or his designee (and approved by City Council), and one person chosen by the other 5 (representing the City at large). The new TSE will hold the land, assist with community outreach, information gathering, and the securing of public and private funds as necessary in moving the project forward.

V. RE-USE PLAN DEVELOPMENT AND FINANCING

A schedule of pre-development and development activities is contained in Attachment 5. It is expected that initial predevelopment work would begin in Summer/Fall of 2008 and City entitlements secured by February, 2009. Acquisition of land would occur in February, 2009. Concept design and initial funding commitments would be secured by Summer, 2009. A full set of working drawings and building permits are targeted for Winter 2011. Close of all financing is projected for Spring2011 with start of construction in Summer2011. A 20 month construction period will lead to the Station opening for business in Winter2013.

A collaboration between CCG, TSP, and BUILD developed a total project proforma, analyzing costs (including appropriate construction cost escalation), operating revenues, and potential sources of financing to leverage the City’s Tax Increment funds. These sources of financing include Historic Tax Credits, New Market Tax Credits, and charitable grants. The calculations cited in our estimates are based on the calculations used to estimate the Historic and New Market Tax Credits that were used on the Fox Theater Project. Similarly, the estimates for grants are also based on the grants received by the Fox Theater Project such as HUD, Prop 1C, and Prop 40

The following table represents the predevelopment and land purchase costs.

Land Purchase Price	Total
Train Station	\$1.00
Baggage Wing	\$ 688,043.00
Parcel 3	\$5,730,318.00
BUILD holding costs for Train Station Structures	\$ 430,200.00
Phase 1 Soft Cost Budget	\$400,000.00

Subsequent Soft Cost Budget	\$600,000.00
	\$7,848,562.00**

*****Please note: these costs assume close of escrow in February 2009. The holding and land purchase costs have been increasing at approximately 10% per year annually and are expected to continue to do so should close of escrow be deferred substantially beyond February 2009 for any reason.***

To purchase the land holdings, the parties are asking the City to agree to reserve approximately \$7 million in tax increment funds generated from the Central Station Project. It is believed that bondable increment in this amount will be available by February 2009. Tax increment funds from the Wood Street Project were projected to generate \$251 million through 2030.² The total bonding capacity of the discretionary portion of this tax increment is **\$58.5 million – almost double the tax increment amount required for rehabilitation of the Train Station.**

In addition to the above commitment of future tax increment for land acquisition, \$400,000 of currently available tax increment is being requested for moving forward immediately with predevelopment activities that include architectural and structural design and mechanical, electrical and plumbing engineering planning, materials testing, historic review, project scope and scheduling, entity formation, community outreach, and environmental review. The parties anticipate that an additional \$600,000 will be requested from the city to complete predevelopment work. See **Attachment 1** for the predevelopment budget.

VI. ACTIONS REQUESTED

- 1) Approval of the TSE pursuant to Conditions of Approval 59 and approval of the 5 development plans pursuant to Conditions of Approval 58. To implement the proposed development plan, the parties may need to request the amendment of the Wood Street Zoning District to allow for commercial use on parcel 3 as well as any applicable conditions of approval.
- 2) Approval of Initial Funds in the amount of \$400,000 to the TSE to conduct predevelopment activities including preliminary schematic plans, historic and environmental evaluation, entity development, traffic studies, evaluation of further CEQA requirements, and other activities needed for entitlement approvals. Further funds estimated at \$600,000 will be required to complete predevelopment work.
- 3) Approval of the TSE entering into a purchase and sale agreement in an amount of up to \$7 million to acquire the train station structures. This purchase and sale agreement would be

² Conley Consulting Group, Wood Street Tax Increment and Bonding Capacity Update, April 18, 2006, Exhibit I to BUILD Reuse Plan.

contingent on TSE securing necessary entitlements by March 1, 2009 and on the availability of necessary bondable tax increment from the Wood Street district.

- 4) Provide authority for the TSE to apply for grants.

ATTACHMENTS

1. Relevant Budgets
 - Development Sources and Uses
 - Operating Income and Expense Forecast
 - Predevelopment
2. Preliminary Design Sketch
3. Train Station Partnership Business Plan
4. Term Sheet
5. Preliminary Development Schedule

Scenario #3

Operating Income

Space	Sq ft	Use	Sq ft/rent	Revenue
Main Hall		7070 events*		\$ 288,000.00
Baggage Wing		8230 catering kitchen/offices	\$1.50	\$ 148,140.00
Alcove for exhibits		935 exhibits		\$ -
Passageway incl storage rooms		2095 storage		\$ -
Pullman Car 1		450 Café	\$ 3.00	\$ 16,200.00
Pullman Car 2		450 Youth space		\$ -
South wing		1630 Classrms, TSE staff offices		\$ -
Parcel 3		55,000 Workforce Offices	\$ 1.50	\$ 990,000.00
West side of building		60 parking spaces		\$ 30,000.00
Total SF	75860			Total \$ 1,472,340.00

Income Total w/ Vacancy Factor @ 15% \$ 1,251,489.00

*for main hall events: used CCG #s (Rotunda has 60 events/yr)

TSE Start-up Years Operating Expenses

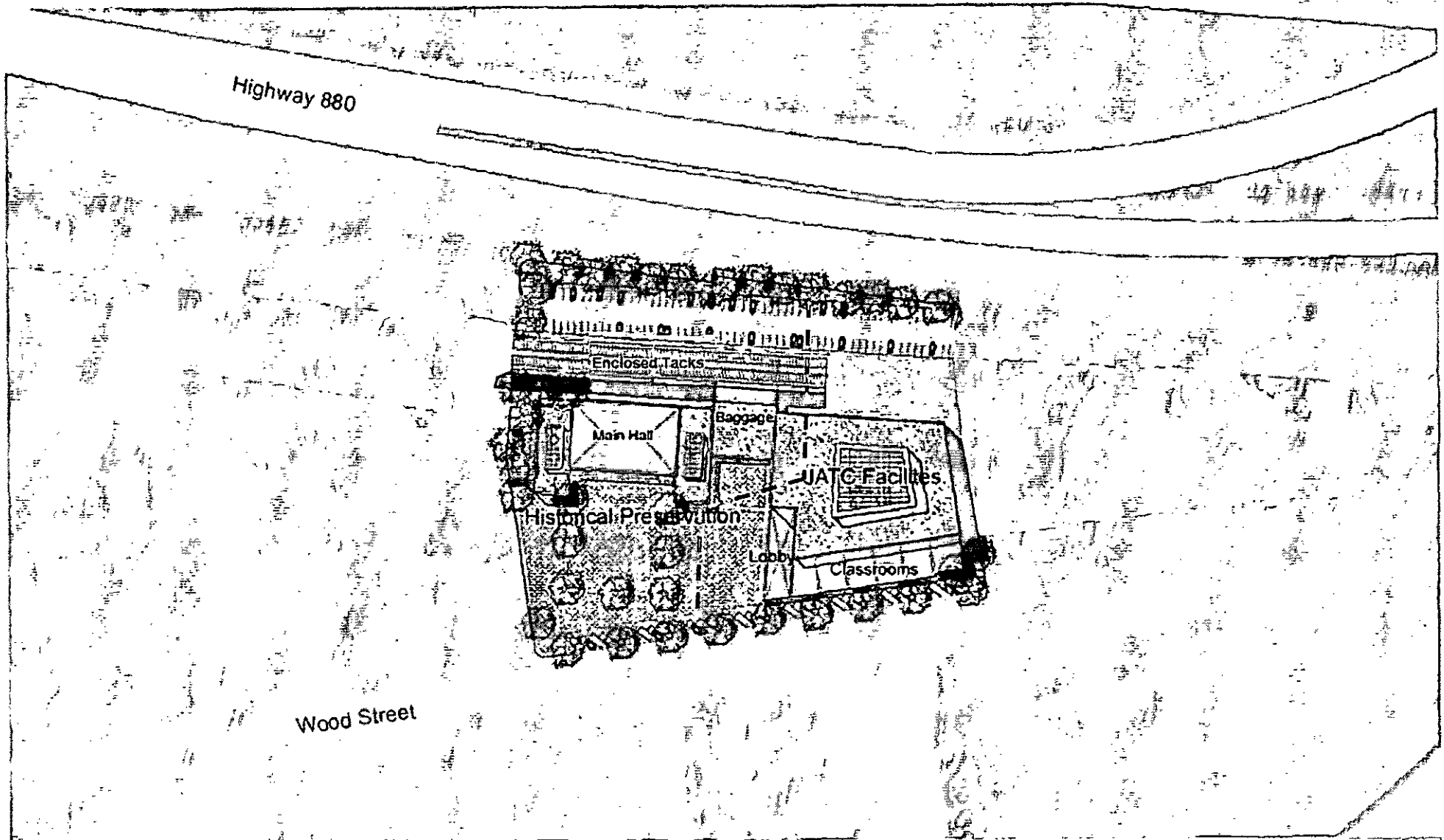
DESCRIPTION	AMOUNT
Staffing	
Exec Director	\$ 90,000.00
Development Direct	\$ 70,000.00
Program/Events/	
Exhibits Coordinator/Property Management	\$ 50,000.00
Accountant/Admin	\$ 50,000.00
Subtotal	\$ 260,000.00
Benefits (25%)	\$ 65,000.00
Subtotal Staffing	\$ 325,000.00
Infrastructure	
Debt service NMTC*	\$ 57,500.00
Maintenance (\$2/sq.ft) (@ 75,000 sq ft)	\$ 150,000.00
Overhead (supplies, utilities, insurance)	\$ 125,000.00
Taxes**	\$ 25,000.00
.5 FTE Security for evening/weekend (\$26/hr)	\$ 24,960.00
Subtotal Infrastructure	\$ 382,460.00
Programming	
Exhibits	\$ 10,000.00
Community ed & marketing	\$ 50,000.00
Events janitorial & security (charged to renters)	\$ 90,000.00
Subtotal Programming	\$ 150,000.00
TOTAL ANNUAL OPERATING EXPENSES	\$ 857,460.00
Start-up Capital Expenses	
Events chairs/table/stage/etc	\$ 50,000.00
Furniture & equipment	\$ 90,000.00
Collection Acquisitions	\$ 50,000.00
Website development/marketing materials, etc	\$ 50,000.00
TOTAL START-UP CAPITAL EXPENSES	\$ 240,000.00

Grand Total Expenses \$ 1,097,460.00

Income Less Expense \$ 154,029.00

*calculated based on Fox Theater Project's NMTC and HTC Debt service with a "buyout" after 7 Years

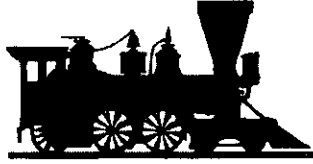
**Taxes: Assumes nonprofit exemption from property taxes



Oakland Train Station
16th and Wood Street Project
Schematic Plan with Parcel 3 Job Training Facilities

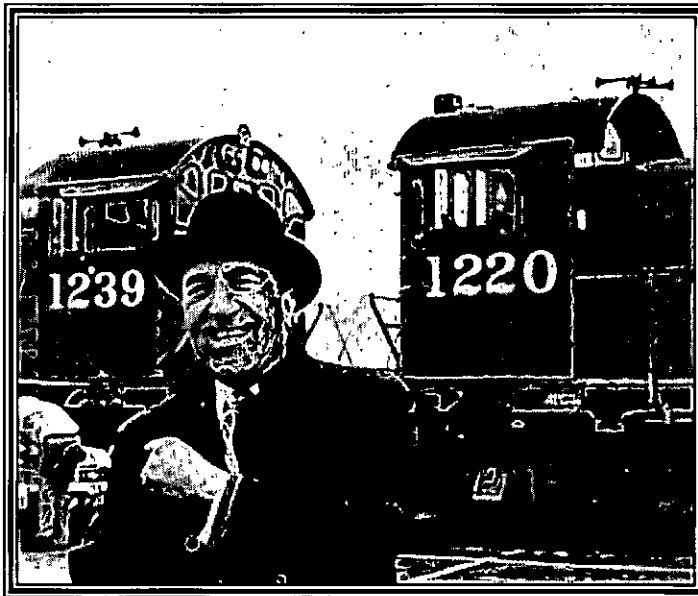
--- Parcel 3





The West Oakland Train Station

C.L. Dellums Center for Community Sustainability

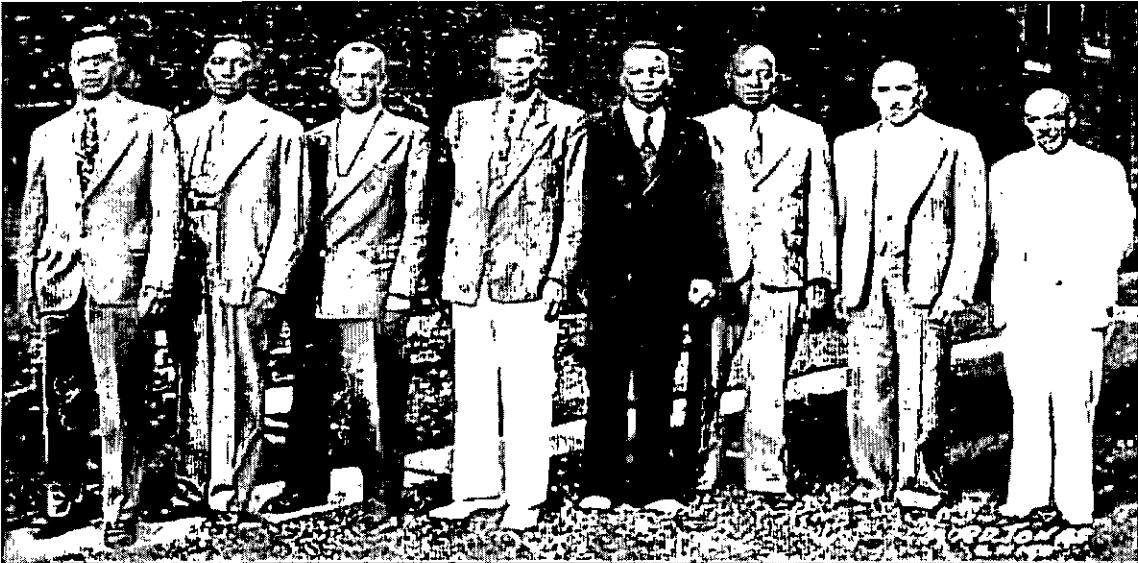


PRELIMINARY BUSINESS PLAN

Prepared by:
16th & Wood Street Train Station Partnership

March 2007

*A community revitalization plan inspired by the BROTHERHOOD OF SLEEPING CAR PORTERS –
the first African American labor union and foreparents of the Civil Rights Movement.*



Officers of the Brotherhood of Sleeping Car Porters in the 1930s (L to R - unknown, Bennie Smith, Ashley Totten, T.T. Patterson, A. Philip Randolph, Milton P. Webster, C.L. Dellums, and E.J. Bradley. (Photo: Chicago Historical Society)

**Preliminary Business Plan for the West Oakland Train Station:
C.L. Dellums Center for Community Sustainability**

Prepared by the 16th & Wood Street Train Station Partnership

Founding Members

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Hon. Alona Clifton
Andree Driskell
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Union Local 790
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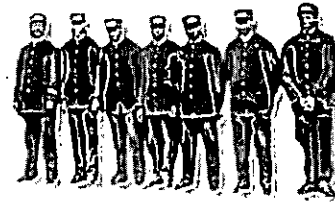
**For more information, contact: Margaretta Lin, East Bay Community Law Center's
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TABLE OF CONTENTS

INTRODUCTION	5
PROGRAM DESCRIPTIONS	6
Summary	6
Exhibition	8
Business Incubation	11
Nonprofit Office Space	14
Event Space	15
Train Car Café	17
Building Management	18
APPENDIX	20
Appendix A. Financial Sustainability	23
Appendix B. Market Analysis	39
Appendix C. Facility Plan	64
Appendix D. Management Plan	66
Appendix E. Staffing Plan	68
Appendix F. Community Development Plan	71
Appendix G. Reviewing Other Public and Private Development Projects	76

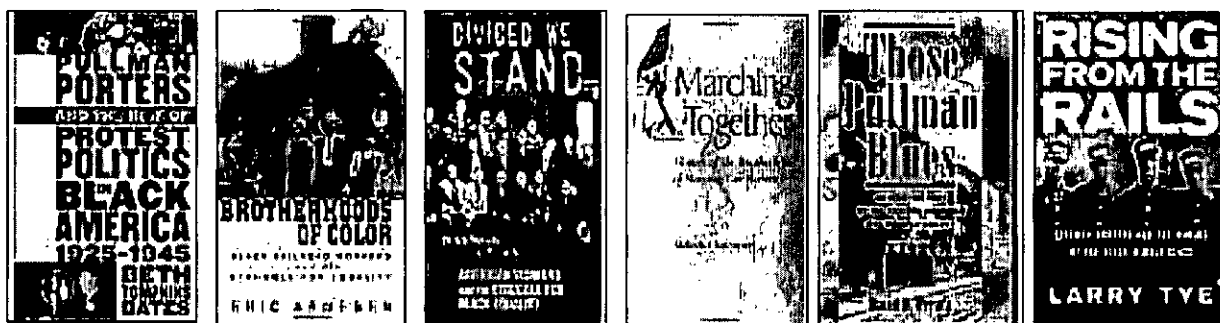
INTRODUCTION

The Train Station at the corner of 16th and Wood Street in Oakland, California, has been described as one of the most beautifully designed transportation facilities in the West. From 1912-1989, the Train Station served Oakland in a variety of roles: it was the Transcontinental Railroad's western terminus, it provided jobs, and it helped advance Oakland's industrial development. The Train Station was the port of entry for many of Oakland's African American and immigrant residents, transforming West Oakland into a thriving "Harlem of the West" by the mid-twentieth century. The Station was also the West Coast home of the International Brotherhood of Sleeping Car Porters, which organized the first African American labor union and served as foreparents of the Civil Rights Movement. Tragically, the 1989 Loma Prieta earthquake damaged the Train Station, resulting in the rerouting of train service to Jack London Square. The Train Station has since been unused, left as a statuesque but broken steward of the neighborhood.



The Train Station's renovation and reuse should honor the Station's rich cultural legacy while securing a better future for Oakland residents, especially West Oaklanders. The Station's reuse must address West Oaklanders' needs for economic development, educational, cultural, and other supportive programs. It can serve as the vehicle for West Oakland's cultural and economic revitalization by attracting heritage tourism and performing arts audiences, while preparing residents for jobs, building community capacity, and serving as the nexus for educational and nonprofit programs. It can become the center championing innovative programs, such as green sustainable businesses that exercise economic and human development principles and connect global resources to Oakland's initiatives and people.

The 16th and Wood Street Train Station Partnership (hereinafter "Partnership") developed the following Preliminary Business Plan for such programming. The Partnership is a coalition consisting of community organizations, leaders, and elected officials who are dedicated to preserving and revitalizing the historic Train Station for community use. The Plan presents summary information about the programs proposed to make full and effective use of the Train Station. The Appendices provide research that informs the Preliminary Business Plan. Specifically, (A) describes the projections and strategies for achieving financial sustainability; (B) provides brief historical, demographic, and marketing information regarding the Station's primary service area; (C) describes the facility plans; (D) details the Train Station management plan; (E) provides the staffing plan; (F) introduces the Partnership and its efforts to examine community needs and formulate responsive and sustainable programming; and (G) summarizes other public/private development projects that successfully renovated public buildings similar to the Train Station for the benefit of local communities.



Some of the books written on the Porters

PROGRAM DESCRIPTION

SUMMARY

The Partnership developed this renovation and reuse plan after 16 months of collectively caring about and organizing around the Train Station. The proposed programs for the Train Station reuse address West Oakland's current needs using the following guiding principles (*see below*):

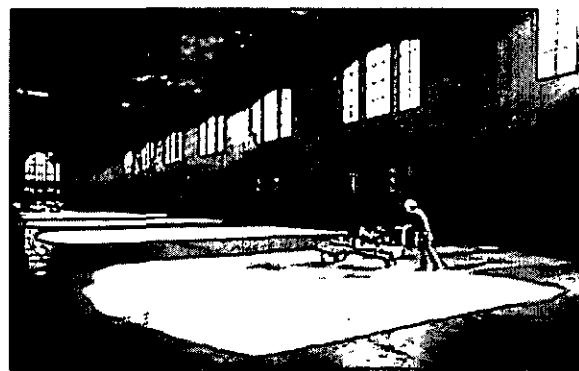
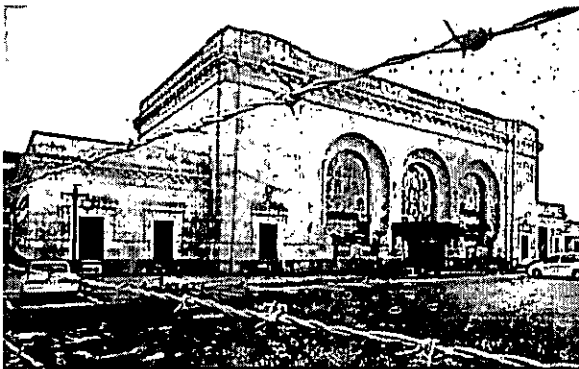


GUIDING PRINCIPLES

- Neighborhood and community-based leaders should direct the Train Station usages
- West Oakland's cultural and historic legacy must be honored
- Economic opportunities in the form of new businesses, jobs, and job training must benefit West Oakland
- Community space is needed to serve all generations
- The community should own and operate the Train Station

PROPOSED PROGRAMS

- Exhibit Space honoring the history of the Porters, the Train Station, West Oakland, and Oakland
- Business Incubator
- Nonprofit office space for community programs, including: green job training, small business incubation, youth development, and cultural arts for all ages
- Rentable meeting and event space in the Main Hall and other parts of the Train Station
- Train Car Café
- Kiosk space for local merchants to offer services and wares on Train Station Plaza
- Renovation utilizing green principles



TRAIN STATION BUDGET SUMMARY

Start-Up Budget for Operational Expenses	
Exhibit Space: operational and administrative costs	\$ 257,000
Event Space	48,410
Train Station Management	353,160
Total Initial Fundraising Needs	\$ 658,570

Train Station Operating Budget (Years 1 – 5)

REVENUE	Year 1	Year 2	Year 3	Year 4	Year 5
Nonprofit Office Space	\$ 45,000	\$ 67,500	\$ 81,000	\$ 81,000	\$ 81,000
Train Car Café	18,000	36,000	36,000	36,000	36,000
Business Incubator/WCS	15,750	21,000	21,000	21,000	21,000
Event Space	189,000	315,000	378,000	504,000	630,000
Exhibit Space	5,000	7,000	9,000	11,000	13,000
Parking	6,480	10,800	12,960	17,280	21,600
Grants & Donations	422,900	241,563	201,988	96,588	58,688
Total Revenue	\$ 702,130	\$ 698,863	\$ 739,948	\$ 766,868	\$ 861,288

EXPENSES	Year 1	Year 2	Year 3	Year 4	Year 5
Train Station Management	\$ 320,330	\$ 284,063	\$ 276,148	\$ 255,068	\$ 301,488
Event Space	259,600	285,600	328,600	364,600	400,600
Event Rental	24,000	36,000	42,000	54,000	66,000
Exhibit Space	98,200	93,200	93,200	93,200	93,200
Total Expenses	\$ 702,130	\$ 698,863	\$ 739,948	\$ 766,868	\$ 861,288
Net Income	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Train Station Operating Budget (Years 6 – 10)

REVENUE	Year 6	Year 7	Year 8	Year 9	Year 10
Nonprofit Office Space	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000	\$ 81,000
Train Car Café	36,000	36,000	36,000	36,000	36,000
Business Incubator/WCS	21,000	21,000	21,000	21,000	21,000
Event Space	756,000	756,000	756,000	756,000	756,000
Exhibit Space	15,000	17,000	19,000	21,000	23,000
Parking	25,920	25,920	25,920	25,920	25,920
Grants & Donations	0	0	0	0	0
Total Revenue	\$ 934,920	\$ 936,920	\$ 938,920	\$ 940,920	\$ 942,920

EXPENSES	Year 6	Year 7	Year 8	Year 9	Year 10
Train Station Management	\$ 290,750	\$ 285,750	\$ 285,750	\$ 285,750	\$ 285,750
Event Space	436,600	441,600	436,600	436,600	436,600
Event Rental	88,000	78,000	78,000	78,000	88,000
Exhibit Space	93,200	93,200	93,200	93,200	93,200
Total Expenses	\$ 908,550	\$ 898,550	\$ 893,550	\$ 893,550	\$ 903,550
Net Income	\$ 26,370	\$ 38,370	\$ 45,370	\$ 47,370	\$ 39,370

Note: The Train Station will be incorporated as a 501(c)(3) nonprofit; a for-profit subsidiary may be formed subsequently to address legal issues regarding profit-generating revenues.

Exhibit Honoring the History of the Porters, The Train Station, West Oakland, and Oakland

SUMMARY

The Baggage Wing and portions of the Main Hall will house exhibits honoring the rich history of the Train Station, the people who called it home, West Oakland, and Oakland. Exhibits will include early 20th - century pictures, films, uniforms, video interviews, and other rare items in varying modalities – bringing vivid, hands-on experiences to patrons.



Exhibit Space			
Location & Square Footage	Description	Operating Entity	Population Served
Baggage Wing's Exhibit Space, 5240 sq. ft. Storage space, 1260 sq. ft.	The Baggage Wing will serve as an exhibition space to preserve and present the history of the Porters, the Station as the western terminus of the Transcontinental Railroad, and its relation to the rise of Oakland and West Oakland. Exhibits would include both a permanent and a changing collection of interactive displays.	The Partnership and the African American Library & Museum at Oakland (AAMLO)	Adults, youth, school groups, and other Bay Area residents and visitors interested in the Train Station's history, the history of Oakland, or the history of the Civil Rights Movement

SIMILAR PROGRAMMING EXAMPLES



African American Museum and Library at Oakland (AAMLO). This museum's archives feature the C.L. Dellums Collection, including correspondence between Dellums and other officials of the Sleeping Car Porters Union about union matters. The Museum has expressed an interest in working with the Partnership to establish the Train Station's permanent Porter exhibit.



Oakland Museum of California. This museum holds an exhibit, *Picture This: California's Perspectives on American History*, which includes photographs, drawings, and visual literacy activities focusing on the history and diversity of California.



A. Philip Randolph Pullman Porter Museum. Located within the Historic Preservation District of Pullman, IL (metropolitan Chicago area), this museum's permanent collection "displays exhibits which are pertinent to the study of the Pullman Historic District, the Great Migration, American Labor History, A. Philip Randolph, the Pullman Porters and the American Civil Rights Movement." A traveling exhibit is also available.

SPECIFIC PROGRAMMING COMPONENTS

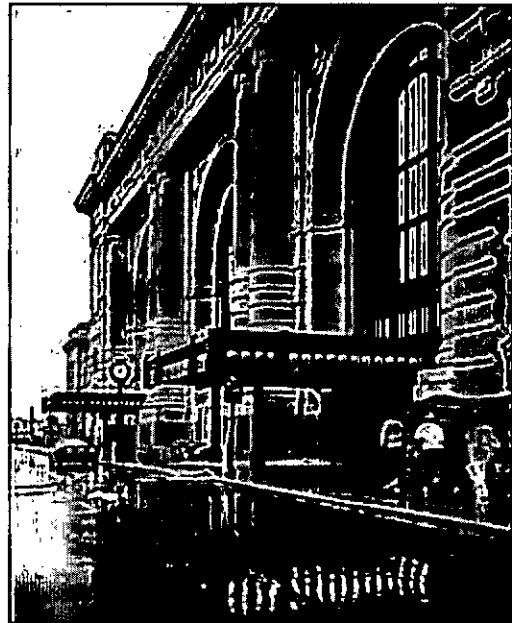
a. Collection

The Train Station's exhibits will include artifacts, archives, and media. Exhibit designs will document and display the history of the Train Station, the Porters, the Civil Rights Movement, and West Oakland. The exhibits can also be affiliated with an existing museum, such as AAMLO.

Artifacts: The Train Station will receive exhibit loans from other museums (e.g., AAMLO, Chicago Pullman Porter Museum, and the California Railroad Museum) and private donors.

Archives: Archived materials can be limited to collection items maintained in office space.

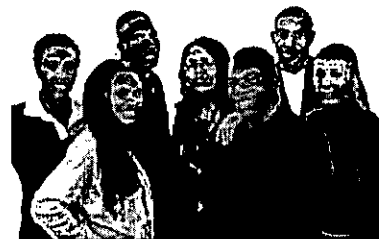
Media: Mixed media presentation will include video-on-demand terminals and an orientation video.



b. Cultural Programming, School Tours, and Other Youth Programming

The Station will also be a venue for cultural arts programs and performances. Program themes will include rail car porters, West Oakland history, and current community issues. Potential artists and music performance groups include the Malonga Casquelourd Center for the Arts (formerly Alice Arts Center) and the Oakland Jazz ensemble. The Train Station will also be a venue for high school jazz bands and youth performers. Collaborations will be formed with Oakland Unified School District and youth groups, ensuring youth access to the Train Station.

Business Incubator - World Center for Sustainability (WCS)



SUMMARY

The World Center for Sustainability, L.L.C. (WCS), is a private equity fund that will provide capital and technical assistance to sustainable or green businesses and start-ups. “Sustainable” or “green” businesses, by definition, develop products or services that generate positive social benefits and measurable environmental impacts.

World Center for Sustainability (WCS) – Business Incubator			
Location and Area Requirements	Description	Operating Entity	Population to be Served
<p>Enclosed space for offices under elevated tracks, approx. 900 sq. ft.</p> <p>Access to Main Hall for events (e.g., training and conferences)</p>	<p>Offices will be provided for a business incubator for green and sustainable businesses.</p>	<p>World Center for Sustainability, L.L.C.</p>	<p>Entrepreneurs and emerging green, sustainable businesses</p>

WCS will benefit the City of Oakland, West Oakland, and the Train Station, particularly through:

- **Tax Revenue.** WCS, an Oakland domiciliary, will generate business tax revenue. Tax revenue will also be generated from WCS’ work in developing entrepreneurs and new green, sustainable businesses.
- **Social Justice and Equity.** WCS will support Oakland-based entrepreneurs by providing access to capital and developing business skills. Entrepreneurs of color will have the opportunity to participate in the emerging sustainability market.
- **Environmental Impact.** Green businesses in Oakland will develop products and services that address the environmental challenges faced by communities in California and all over the world.
- **Economics.** WCS will create jobs for Bay Area residents. Job creation will have a multiplier effect for the City of Oakland: as residents generate more disposable income, retailers will be incentivized to develop shopping and entertainment facilities in Oakland.
- **National and International Destination.** WCS will attract young progressive professionals.
- **Train Station Revenues.** WCS will pay market rate rent for offices in the Train Station and is committed to sharing a percentage of its profits with the Train Station entity.

SIMILAR PROGRAMMING EXAMPLES

Business incubators generally provide either readily available capital for newly incubated ventures or technical assistance. There is no comparable organization, however, that provides both capital and technical support, particularly for green and sustainable businesses.



Renaissance Entrepreneurship Center: Provides technical assistance and brokerage services for financing from a variety of sources. No green or sustainable business specialization.



Oakland Business Development Corporation: Provides technical assistance and serves as a broker for debt financing from a variety of sources. No green or sustainable business specialization.



Economic Development Alliance for Business: Provides technical assistance and benefits to members of the association, but no capital support and no green or sustainable business specialization.



Legal Services for Entrepreneurs: A project of the San Francisco Lawyers Committee for Civil Rights. Provides technical assistance to low-income businesses, but no capital support and no green or sustainable business specialization.



Oakland Chamber of Commerce: Provides benefits to members and advocacy on issues of common concern, but provides only limited technical assistance, and no capital support. No green or sustainable business specialization.



U.S. Small Business Administration: Provides limited technical assistance and loan guarantees, but no capital support, and no green or sustainable business specialization.



Alameda Capital: Provides venture capital and some technical assistance to companies that are commercializing innovative products based on the convergence of advanced materials, information technology and/or life sciences. No particular specialization in green or sustainable businesses.

SPECIFIC PROGRAMMING COMPONENTS

a. Business Incubator

WCS will provide office space and technical support to green start-ups and emerging businesses. Support services include business management, marketing, professional guidance, mentoring, and technical assistance (e.g. accounting and computer access/printing).



Courtesy of Masoud Kipanya

b. The Commercialization System for Intellectual Property

College and university students nationwide generate business venture proposals and often have the opportunity at their schools to incubate and start-up their ideas through their school's Technology Transfer offices (e.g. Massachusetts Institute of Technology, Stanford, and the University of California, Berkeley). The same opportunities are rarely accessible to entrepreneurs working outside of higher education contexts.

WCS will work with Peralta College, Morehouse College, Spellman College, Tuskegee University, Texas Tech University, and University of New Mexico in providing technical assistance and necessary capital for emerging entrepreneurs in West Oakland/Oakland. Entities must be Oakland domiciliaries to receive technology development funds.

c. Leadership in International Green Business Development

WCS' international relationships will stimulate and impel Oakland's international green business trade and commerce. WCS has already begun working with business entities in Amsterdam, Dakar, and Istanbul.

Office Space for Nonprofit Organizations

SUMMARY

The Train Station will provide office space to nonprofit organizations, thus bringing needed programs to West Oakland. The Train Station Management Organization will recruit tenants, including workforce development agencies, nonprofit law organizations, youth programs, and cultural arts groups. Organizations interested in renting space include the Port of Oakland, Oakland Private Industry Council (Oakland PIC), the Apollo Alliance, Peralta College, East Bay Community Law Center (EBCLC), West Oakland Environmental Indicators Project (WOEIP), and Parent Leadership and Engagement Academy (PLEA).



Rentable Nonprofit Office Space			
Location	Description	Operating Entity	Population to be Served
<p>Enclosed space under elevated tracks</p> <p>Available office space will be dividable</p> <p>Access to Main Hall for events (e.g., training and conferences)</p> <p>Pullman car dedicated to youth programming</p> <p>Open air marketplace stalls for micro-enterprises</p>	<p>Space will be dedicated for nonprofit organizations to rent at or below cost, with priority given to the following uses:</p> <ul style="list-style-type: none"> • Youth programming • Worker support center • Community Law Justice Center • Job training, especially for green technology with Train Station as demonstration site • Intergenerational cultural arts activities (dedicated space) • Small business technical support, in collaboration with the World Center for Sustainability (WCS) • Community education • Environmental education 	<p>Train Station Management will recruit and lease the space to nonprofit entities:</p> <p>Oakland PIC</p> <p>EBCLC</p> <p>Apollo Alliance</p> <p>West Oakland EIP</p> <p>PLEA</p> <p>Peralta College / Laney College / OUSD</p> <p>Oakland Workforce Development Collaborative</p> <p>Port of Oakland</p>	<p>West Oakland and other Oakland residents of all ages; nonprofit entities providing services to youth and working or unemployed adults; low-income entrepreneurs</p>

Event Space

SUMMARY

With over 7,000 square feet and impressive architectural details such as cathedral-like ceilings, the Train Station's Main Hall is an ideal space to rent for annual meetings, conferences, trade shows, and performances. There will be two smaller adjacent rooms for "break-out" sessions, performance preparation or other related uses. The Main Hall will also be available for rent to smaller private parties, such as weddings. Depending on the final plan for development of the building and the grounds, parking will be available on site, on adjacent streets, or in adjacent parking facilities.



Main Hall – Rental Space for Community Events and Cultural Arts Performance			
Location & Space Usage	Description	Operating Entity	Population Served
Main Hall, 7,010 sq. ft. Storage for equipment, tables, etc. in Baggage Wing, 1,350 sq. ft. Pullman car dedicated for event rentals (space determined by car) Certified catering kitchen available for rent (space TBD)	The Main Hall will be restored with open space left for meetings and events. Chairs and tables will be available to accommodate small or large groups. A podium or stage will also be available to set up for speakers, concerts, bands, and other performers. Caterers can use the certified kitchen as needed. A Pullman car will be placed in front of the Train Station and made available to rent for community events.	Train Station Management Organization	Community adults and youth, as participants or organizers

SIMILAR PROGRAMMING EXAMPLES¹ in OAKLAND

- Oakland Museum of California
- Oakland Scottish Rite Center
- Oakland Marriot
- Oakland Convention Center
- Jack London Aquatic Center



SPECIFIC PROGRAMMING COMPONENTS

a. The Main Hall



Oakland Train Station as the backdrop for the film Rent

The Main Hall will be available to rent for the uses previously described and other similar public uses. The following additional services/equipment will also be available, either for separate rental or as part of a package:

- Podium
- Elevated Stage
- Audiovisual System
- Sound System/Microphones
- Teleconferencing
- Special Lighting

b. Certified Catering Kitchen

Having a certified kitchen will help with booking the Main Hall for events, given that there are few spaces of that size that can also accommodate meal preparation. The kitchen alone can also be rented out for use in training. For example, the McClymonds High Culinary School could hold classes there on a regular basis. World-renowned Bay Area chef Alice Waters has also expressed an interest in using the Train Station kitchen.

Rental of the Main Hall will be one of the net-revenue generating uses of the Station designed to support other, more revenue-neutral or revenue-negative uses of the Station, such as the Exhibit Space.



Alice Waters, Chef and Owner of Chez Panisse

¹ See Appendix B: Specific Marketing Studies for Particular Uses, Event Space

Train Car Café

SUMMARY

The Train Car Café will be operated by a franchise or commercial coffee distributor – name recognition and streamlined business practices will encourage the success of both the coffee house and the Exhibit Space. Current plans place the Café within a restored Pullman dining car, brought onto the track immediately adjacent to the Train Station’s front entrance.



Train Car Café			
Location and Square Footage Used	Description	Operating Entity	Population to be Served
Stationary Pullman car located on short length of track on the Train Station Plaza	A Pullman train car will house café/coffee shop operated by an existing business selling drinks, baked goods, and possibly sandwiches and salads.	Contract with an existing coffee shop operator	Nearby residents, including those of new development projects, and programming users, including office tenants, Event Space guests, and Exhibit visitors

SIMILAR PROGRAMMING EXAMPLES in OAKLAND

While there are several restaurants and bars in West Oakland, there are no coffee shops within a one-mile radius of the Wood Street Project and other proposed housing development. (See Appendix A: Market Analysis)



Train cars have been converted and marketed to fit various dining functions.

Train Station Management

SUMMARY

The Partnership will create the Train Station Management (hereinafter "Management") to manage the Train Station, ensure ongoing community input, and ascertain community investment. The Management will maintain the Train Station building and grounds and will support tenants' programs. The Partnership is currently forming a 501(c)(3) nonprofit, which will be headed by the Founders Board of Directors and its Honorary Committee. The forming organization will implement this plan and create the Management once development is underway. The Partnership will also create a Development Team, consisting of individuals and organizations with specific expertise, to help with the Station's renovation and effective reuse.



Business Management Organization			
Location and Square Footage Used	Description	Operating Entity	Population Served
Office space to be determined, located in the enclosed space under the elevated tracks	A nonprofit tax-exempt corporation will maintain the Train Station, facilitate and support all programming within the building and grounds.	The TSP, a new California nonprofit public benefit corporation, with federal and state tax exemption	The general public, all West Oakland residents, all patrons of the Exhibit Space and Event Space, office tenants, and other programming users

SIMILAR PROGRAMMING EXAMPLES in OAKLAND

The East Bay Asian Local Development Corporation (EBALDC) is a nonprofit organization facilitating different public benefit programs and tenants within one space. Their projects include the management of the Asian Resource Center in Chinatown and Preservation Park near downtown. Like EBALDC, the Train Station Management will facilitate public benefit programs and service tenants. The Management, however, will primarily serve the West Oakland community, while encouraging the general public to become involved in cultural events, and to use the Station for historical learning, events, and other public-benefiting activities.

SPECIFIC PROGRAMMING COMPONENTS

The Train Station Partnership will form a new nonprofit public benefit corporation, obtain all federal and state tax exemption status, and complete all appropriate filings with the California Attorney General's office and other government agencies. The nonprofit corporation will oversee and respond to the day-to-day needs of the building, its tenants, and the patrons making use of the Train Station and programs. The nonprofit corporation will also assemble a Development Team and serve as a liaison between the Founders Board and the Development Team.

BUILD

Train Station Term Sheet April 24th, 2008

This sheet memorializes the basic terms upon which the Train Station Partnership (TSP), California Capital Group (CCG), and BUILD West Oakland, LLC (BUILD) have found agreement on for the development of a joint proposal by TSP and CCG to BUILD for redeveloping the 16th Street Train Station.

TSP and CCG agree that any proposal to BUILD would involve: 1) a formation of a new entity ("Train Station Entity" or TSE) to advise development and serve as ultimate owner and/or operator and 2) that CCG would act as the fee developer, assuming the obligations, risks, and liabilities consistent with the role of project developer in exchange for the opportunity to derive a market rate return on capital and opportunity costs if expended, and reasonable developer and project management fees.

During the period of time allowed for under this term sheet, TSP and CCG intend to develop a common vision or visions for the Station's reuse ("Business Plan"). At a minimum, this Business Plan would:

1. Ensure the financial stability of the Train Station for the long term
2. Preserve the entire train station structures, including main hall, and Baggage Wing.
3. Honor the legacy of the Train Station, including the history of the Porters and West Oakland's development.
4. Provide for public access and use.
5. Provide for the direct economic benefit of West Oakland residents

The ultimate structure for TSP's and CCG's collaboration is expected to be as follows:

A special purpose entity approved by the City of Oakland would acquire the train station for purposes of implementing the Business Plan with the goal of transitioning ultimate ownership to TSE. CCG would be retained as the fee developer and have ongoing responsibility for long term operations, compliance with City requirements, and community concerns.

Subject to approval by the City of Oakland, the TSE would:

1. Be comprised of six board members -- 3 members appointed by Train Station Partnership (TSP). 3 others as follows: 1 BUILD or its designee (future resident of Central Station) 2. Mayor or his designee (approved by City Council) 3. A person chosen by the other 5 (City at large)

2. Assist with community outreach, information gathering, and the securing of public and private funds as necessary to moving the project forward.
3. Develop its internal capacity and community support to operate and/or secure ultimate community control of Train Station after tax investment (approximately seven years). The City of Oakland would review and affirm TSE's capacity to own, lease, or operate the structures in a manner yet to be determined.
4. Retain a consultant/staff relying to be the point person for TSE during predevelopment/development. Consultant/staff fees would be paid out of the train station project budget through a line item allowance of \$50k a year for 10 years (capitalized)
5. Participate in monthly (at minimum) information sharing meetings through predevelopment and construction with CCG as fee developer.

This term sheet is meant to be a general outline of the business terms upon which TSP and CCG will continue negotiations. This term sheet shall not be binding on any party unless and until both parties execute a legally binding agreement. This agreement shall expire 30 days from the date of execution, unless a Business Plan has been agreed upon by all parties, in which case the agreement shall be extended to allow City staff review and a determination by the Oakland City Council and/or its relevant Council subcommittee to approve it in concept. However, because of the urgent need for a development team to be selected and seismic/restoration work to be commenced, this approval must occur on or before the City Council's summer 2008 recess. Should timely approval not be secured, this term sheet shall expire and BUILD will be under no further obligation to select a joint TSP and CCG team.

AGREED AND ACCEPTED:

Train Station Partnership (TSP)

By: 

Title: Board Member

Date: 4/27/08

AGREED AND ACCEPTED:

California Capital Group (CCG)

By: 

Title: Manan Gersen Partner

Date: 4.27.08

AGREED AND ACCEPTED:

BUILD West Oakland, LLC (BUILD)

By: 

Title: President

Date: 4/30/08

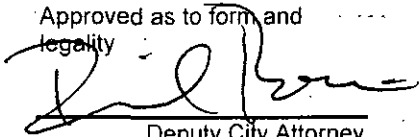
**16th STREET TRAIN STATION
OAKLAND, CA
CURRENT SCHEDULE**

ID	Task Name	Duration	Start	Finish	2008				2009				2010				2011				2012				2013
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
1																									
2	ENTITY FORMATION PHASE	343 days	Fri 5/16/08	Sun 4/12/09	5/16							4/12													
3	Acquire Fast Money for Entity Formation Phase	63 days	Fri 5/16/08	Tue 7/15/08	5/16			7/15																	
4	Design Documents, Budget, Scope Determination & Scheduling	180 days	Wed 7/16/08	Mon 1/5/09	7/16							1/5													
5	SHPO Part 1 Process	100 days	Mon 1/5/09	Sun 4/12/09								4/12													
6	Legal Documents for Entity Formation	100 days	Wed 7/16/08	Mon 10/20/08	7/16			10/20																	
7	Regroup - Approval by Stakeholders	83 days	Mon 10/20/08	Sat 12/20/08								12/20													
8	Land Purchase Agreement & CLOSE	60 days	Sat 12/20/08	Mon 2/18/09																					
9	DDA Document & Approval	180 days	Wed 7/16/08	Mon 1/5/09	7/16							2/16													
10	DESIGN DEVELOPMENT PHASE	470 days	Mon 2/16/09	Sun 5/16/10												5/16									
11	Design Development Consulting	400 days	Mon 2/16/09	Tue 3/9/10								3/9													
12	EIR Process	365 days	Tue 3/17/09	Thu 3/4/10								3/4													
13	Design Review Process	120 days	Wed 1/20/10	Sun 5/16/10												5/16									
14	SHPO Part 2 Process	90 days	Wed 1/20/10	Sat 4/17/10												4/17									
15	FINANCING	1000 days	Thu 8/14/08	Wed 4/6/11	8/14																				
16	Working with Sources	1000 days	Thu 8/14/08	Wed 4/6/11	8/14																				
17	Tenant Identification and Program Refinement	500 days	Mon 1/5/09	Mon 5/3/10								5/3													
18	CONSTRUCTION DOCUMENTS	150 days	Sun 5/16/10	Thu 10/7/10												10/7									
19	Documents by Consultants	150 days	Sun 5/16/10	Thu 10/7/10												10/7									
20	PERMITTING	126 days	Fri 10/8/10	Sun 2/6/11																					
21	City Process	126 days	Fri 10/8/10	Sun 2/6/11												2/6									
22	SHPO Part 2 Process	90 days	Fri 10/8/10	Sun 1/2/11												1/2									
23	BIDDING	94 days	Sun 2/6/11	Sun 5/8/11																					
24	Printing & Advertisement	5 days	Sun 2/6/11	Fri 2/11/11												2/11									
25	Bid Proposals by Prospekt Contractors	32 days	Fri 2/11/11	Mon 3/14/11												3/14									
26	Proposal Review	14 days	Mon 3/14/11	Sun 3/27/11												3/27									
27	Contractor Selection	6 days	Sun 3/27/11	Sat 4/2/11												4/2									
28	Formalize Contract	37 days	Sat 4/2/11	Sun 5/8/11												5/8									
29	CONSTRUCTION	663 days	Sun 5/8/11	Thu 11/1/12	5/8																			11/1	
30	Demolition	95 days	Sun 5/8/11	Sun 8/7/11	5/8											8/7									
31	Structure	157 days	Mon 8/8/11	Fri 1/6/12												1/6									
32	MEP Systems	153 days	Fri 1/6/12	Sat 6/2/12												6/2									
33	Finishes	158 days	Sat 6/2/12	Thu 11/1/12																				11/1	

Project: CURRENT SCHEDULE.mpp
Date: Mon 6/30/08

Task Progress Summary External Tasks Deadline

Splt Milestone Project Summary External Milestone


Deputy City Attorney

FILED
OFFICE OF THE CITY CLERK
OAKLAND

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C.M.S.

**RESOLUTION APPROVING A NON-PROFIT CORPORATION TO BE
CREATED BY THE TRAIN STATION PARTNERSHIP AND BUILD TO
OVERSEE THE REHABILITATION AND REUSE OF THE 16TH STREET
TRAIN STATION IN WEST OAKLAND**

WHEREAS, the 16th Street Train Station in West Oakland (“Train Station”), located within the Oakland Army Base Redevelopment Project Area (“Project Area”), is a landmark building that has played an important role in the cultural history of Oakland; and

WHEREAS, BUILD West Oakland (“BUILD”) currently owns the Train Station; and

WHEREAS, on June 7, 2005, the City Council of the City of Oakland (“City Council”) adopted the Wood Street Zoning District, which applies to a 29.2-acre site that includes the Train Station; and

WHEREAS, the Wood Street Zoning District established Conditions of Approval that govern how development is to occur within the District; and

WHEREAS, under Condition of Approval #59, BUILD must establish a Train Station Entity to oversee the rehabilitation and reuse of the Train Station and obtain City Council approval of such Train Station Entity; and

WHEREAS, BUILD led a Request for Qualifications (“RFQ”) process to solicit responses from potential owners or operators of businesses and programs to function as the Train Station Entity; and

WHEREAS, the Train Station Partnership (“TSP”), a collaboration of community, labor and political leaders, and California Capital Group (“CCG”), an Oakland development firm, responded to the RFQ, and BUILD, TSP, and CCG subsequently agreed that BUILD and TSP would lead the formation of the Train Station Entity, with CCG acting solely as the fee developer; and

WHEREAS, the Train Station Entity will be a non-profit corporation governed by board members appointed by TSP, BUILD, and the TSP and BUILD appointees; and

WHEREAS, BUILD West Oakland recommends that the City Council approve this corporation as Train Station Entity responsible for the rehabilitation and reuse of the Train Station; now, therefore be it

RESOLVED: The City Council approves the Train Station Entity consisting of a non-profit corporation governed by board members appointed by TSP, BUILD, and the TSP and BUILD appointees to oversee the rehabilitation and reuse of the Train Station, and affirms that it satisfies the requirement of Condition of Approval #59 that a Train Station Entity be created and approved by Council; and be it

FURTHER RESOLVED: That the Train Station Entity shall be responsible for redevelopment of the Train Station and shall produce a development plan, business plan, financing plan, management plan, and community participation plan detailing how redevelopment will be accomplished.

IN COUNCIL, OAKLAND, CALIFORNIA, _____, 20____

PASSED BY THE FOLLOWING VOTE:

AYES - BROOKS, BRUNNER, CHANG, KERNIGHAN, NADEL, QUAN, REID, and PRESIDENT DE LA FUENTE

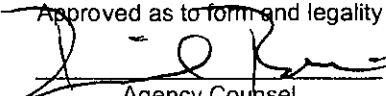
NOES -

ABSENT -

ABSTENTION -

ATTEST: _____
LaTonda Simmons
City Clerk and Clerk of the Council
of the City of Oakland, California

FILED
OFFICE OF THE CITY CLERK
OAKLAND
2008 JUL 10 PM 4:14

Approved as to form and legality

Agency Counsel

REDEVELOPMENT AGENCY OF THE CITY OF OAKLAND

Resolution No. _____ C.M.S.

**RESOLUTION AUTHORIZING A FORGIVABLE
PREDEVELOPMENT LOAN WITH DEFERRED REPAYMENT TO
THE TRAIN STATION ENTITY FOR REHABILITATION OF THE
16TH STREET TRAIN STATION IN WEST OAKLAND IN AN
AMOUNT NOT TO EXCEED \$400,000**

WHEREAS, the 16th Street Train Station in West Oakland (the "Train Station"), located within the Oakland Army Base Redevelopment Project Area ("Project Area"), is a landmark building that has played an important role in the cultural history of Oakland; and

WHEREAS, BUILD West Oakland currently owns the Train Station; and

WHEREAS, on June 7, 2005, the City Council of the City of Oakland ("City Council") adopted the Wood Street Zoning District, which applies to a 29.2-acre site that includes the Train Station; and

WHEREAS, the Wood Street Zoning District established Conditions of Approval that govern how development is to occur within the District; and

WHEREAS, Condition of Approval #52 requires BUILD West Oakland to preserve the Train Station and as much of the elevated platform behind the station as possible; and

WHEREAS, pursuant to Condition of Approval #59, the City Council is approving a Train Station Entity to oversee the rehabilitation and reuse of the Train Station; and

WHEREAS, under Condition of Approval #58, the Train Station Entity must submit a finance plan, management plan, community participation plan, development plan, and business plan for the Train Station; and

WHEREAS, the Train Station Entity must undertake studies to complete the plans; and

WHEREAS, the Train Station Entity requests financial assistance from the Redevelopment Agency to help cover the costs of the predevelopment activities; and

WHEREAS, the funds are available from the Agency's Oakland Army Base Redevelopment Project Area; now, therefore, be it

RESOLVED: That the Agency hereby authorizes the Agency Administrator or his or her designee to provide a loan in an amount not to exceed \$400,000 to the Train Station Entity, or to an affiliated entity approved by the Agency Administrator or his or her designee, to be used for predevelopment activities associated with the Train Station project; and be it

FURTHER RESOLVED: That a total of \$400,000 will be allocated from the Oakland Army Base Redevelopment Operations Fund (9570), West Oakland Base Reuse Organization (88679), Infrastructure Planning Project (S235320); and be it

FURTHER RESOLVED: That the term of the loan shall be for fifteen years, with repayment of the loan deferred until the Train Station Entity has completed the redevelopment of the Train Station and is generating revenues from the development and with the loan balance forgiven at the end of the term; and be it

FURTHER RESOLVED: That the making of the loan shall be contingent on and subject to such other terms and conditions as the Agency Administrator or his or her designee may establish; and be it

FURTHER RESOLVED: That all loan documents shall be reviewed and approved by Agency Counsel for form and legality prior to execution, and copies will be placed on file with the Agency Secretary; and be it

FURTHER RESOLVED: That the Agency hereby authorizes the Agency Administrator or his or her designee to conduct negotiations, execute documents, administer the loan, extend or modify the repayment terms, and take any other action with respect to the loan consistent with this Resolution and its basic purpose.

IN AGENCY, OAKLAND, CALIFORNIA, _____

PASSED BY THE FOLLOWING VOTE:

AYES - BRUNNER, KERNIGHAN, NADEL, QUAN, BROOKS, REID, CHANG, AND
CHAIRPERSON DE LA FUENTE

NOES -

ABSENT -

ABSTENTION -

ATTEST:

LATONDA SIMMONS
Secretary of the Redevelopment Agency
of the City of Oakland, California