

AGENDA ITEM 9
Treasure Island Development Authority
City and County of San Francisco
Meeting of December 11, 2024

Subject: Resolution Approving and Authorizing the Execution of an Exclusive Negotiations Agreement between the Treasure Island Development Authority, the United States Department of Labor, and Treasure Island Community Development for the Possible Development of the Treasure Island Job Corps Center Property (Action Item)

Contacts: Robert Beck

SUMMARY

The Department of Labor (“DOL”) owns approximately 37 acres of property on Treasure Island on which they operate the Treasure Island Job Corps Center (“Job Corps Center Parcel”). This property was excluded from the land use and development plans adopted by the City in 2011 (the “Treasure Island Program”). Exhibit A, a land use figure from the 2011 Design for Development, shows the location of the Job Corps Center in relation to the surrounding Treasure Island Program. In June 2011, the Authority entered into a Disposition and Development Agreement (“DDA”) with Treasure Island Community Development (“TICD”) to deliver the Treasure Island Program.

Authority staff, TICD staff, and staff from the Office of Economic and Workforce Development (“OEWD”) have been negotiating with the DOL regarding easements necessary to construct Phase 1 improvements on Treasure Island. As an outgrowth of these conversations, the parties have discussed the possibility of developing the Job Corps Center Parcel in a manner similar to the surrounding Treasure Island Program.

The parties propose an Exclusive Negotiations Memorandum of Understanding (“MOU”) to advance an evaluation of the feasibility of redeveloping Job Corps Center Parcel including potentially constructing new facilities for the Job Corps Center while making all or a portion of the Job Corps Center Parcel available to the Authority for development (a draft MOU is attached as Exhibit B).

POTENTIAL BENEFITS

The land, utilities, and structures within the Job Corps Center Parcel were formerly properties of the Naval Station Treasure Island and adapted to the Job Corps’ program needs. Several facilities were constructed in 1957 and 1958. Upon completion of the Treasure Island Program, the Job Corps Center Parcel will be 2-5 feet below the surrounding parcels and DOL will be exclusively responsible for maintenance of the utilities within the parcel.

Redeveloping the Job Corps Center Parcel has the potential to address seismic and sea level rise concerns, provide the DOL with modernized facilities designed specifically to the needs of their training programs, and make the majority of the parcel for economic development (presumably additional housing). The Job Corps Parcel lies in the center of Treasure Island

and integrating the parcel into the surrounding development would also greatly improve circulation within the community. Additional residential development within the Job Corps Center Parcel would contribute to the City over-arching objective to develop new housing units.

KEY TERMS

- Objective: An Exchange Agreement for the disposition of the Job Corps Center Parcel, including the potential construction of new Job Corps Center facilities.
- Parties: Parties to MOU include the Authority, DOL and TICD.
- Limitation: The MOU commits the parties to exclusive negotiations, but conveys no property interests, does not constitute an approval of any project or contract, and does not obligate the parties to a binding agreement.
- Expenses: Each party will be responsible for its own expenses unless otherwise agreed and established by a separate written agreement.

NEXT STEPS

Evaluation of a potential Exchange Agreement will require an assessment of the costs of basic improvements – geotechnical measures, sea level rise adaptations, and supporting utility and roadway facilities – to the Job Corps Center Parcel; the potential uses to be developed on the property and their economic benefit; potential incremental impacts island-wide community facility or infrastructure systems; and the potential environmental impacts of additional development. These and other considerations will determine whether there is a technically and economically viable basis for developing the Job Corps Center Parcel which preserves the DOL’s interest to secure the future capacity to continue the training programs of the Job Corps Center.

Any Exchange Agreement would be subject to potential CEQA/NEPA review and to the approval of the Authority Board and the Board of Supervisors.

EXHIBITS:

Exhibit A – Design for Development Land Use Key Plan

Exhibit B – Draft Exclusive Negotiations Memorandum of Understanding

Prepared by: Robert Beck, Treasure Island Director

T3.2 DESIGNATED LAND USES

STANDARDS

T3.2.1

The key plan (Figure T3.d) to the Treasure Island Land Use Table (Table T3.c) illustrates the location of four separate land use zones on Treasure Island. These four zones are:

- Treasure Island Residential (TI-R)
- Treasure Island Mixed Use (TI-MU)
- Treasure Island Open Space (TI-OS)
- Treasure Island Public Services/Civic/Institutional (TI-PCI)

T3.2.2

Allowable uses within these zones are described as either Permitted or Island Conditional Uses, as provided below.

T3.2.3

Permitted uses are listed uses that are allowed as of right and do not require discretionary action for establishment of the use except to the extent such uses are located within the Tidelands Trust Overlay Zone which requires a determination of Trust consistency under Standard T.3.4.2.

T3.2.4

Island conditional uses are listed uses that require approval of an Island Conditional Use Permit from the TIDA Board, for property within the Tidelands Trust Overlay Zone, and from the Planning Commission, for property outside of the Tidelands Trust Overlay Zone, in accordance with the procedures set forth in the Special Use District.

T3.2.5

Excluded uses are listed uses in Section T3.4.8 that might fit within a broad category of Permitted or Island Conditional Uses but are expressly prohibited.

T3.2.6

All land within the Tidelands Trust Overlay Zone, as shown in Figure T3.a, shall be subject to the Tidelands Trust doctrine as administered by the State of California. The Tidelands Trust doctrine does not apply to the following areas shown on Figure T3.a: lands outside of TIDA's jurisdiction (including Job Corps parcel) or lands within TIDA property to be free of the public trust upon completion of the exchange.

T3.2.7

The Tidelands Trust Overlay Zone illustrates the areas of the island subject to the Tidelands Trust after completion of all of the Tidelands Trust exchanges contemplated under the Exchange Act. To the extent property not included in the Tidelands Trust Overlay Zone would be subject to the Tidelands Trust prior to the applicable exchange, the restrictions of the Tidelands Trust Overlay Zone will apply until the exchange is effected. To the extent property shown in the Tidelands Trust Overlay Zone would not be subject to the Tidelands Trust prior to the applicable exchange, the restrictions of the Tidelands Trust Overlay Zone will not apply until the exchange is effected.

T3.3 OTHER LAND USES*

STANDARDS

T3.3.1

If a use is not specifically identified in the Treasure Island Land Use Table (Table T3.c) and is not listed as an Excluded Use under Section T3.4, the Executive Director (for property located within the Tidelands Trust Overlay Zone), or the Planning Director (for property not located within the Tidelands Trust Overlay Zone) shall have the authority to determine whether or not such use fits within one of the Permitted or Island Conditional Uses. The determination shall be based upon the use characteristics and compatibility of that use with the most appropriate land use designation, the intent of the Special Use District and this Design for Development. The Executive Director and Planning Director shall interpret the intent of all uses as stated in Section 4: Implementation.

T3.2.2

TIDA shall provide for the reasonable continuance, modification and/or termination of uses and structures existing as of the date of adoption of the Special Use District and this Design for Development that do not comply with the Special Use District or the Design for Development, provided that such use or structure is generally compatible with the development and uses authorized under the Special Use District and Design for Development. The Executive Director (for property located within the Tidelands Trust Overlay Zone), or the Planning Director (for property not located within the Tidelands Trust Overlay Zone) may authorize additions, alterations, reconstruction, rehabilitation, reuse of vacant buildings or changes in use of land or buildings for uses that do not conform to the Special Use District, subject to a determination that such authorization would not impede the orderly development of the Development Plan Area.

*Not expressly listed in the Treasure Island Land Use Table (Table T3.c)

T3.4 LAND USE STANDARDS AND GUIDELINES

The following section introduces the land use standards and guidelines for development on Treasure Island. Table T3.c lists the Permitted (P) and Island Conditional Uses (IC), by Land Use zones as indicated on Figure T3.d. The guidelines are organized by district (Island Center, Cityside, Eastside and Open space) so as to give direction on the desired mix of uses. In each of those districts, guidelines are also provided for neighborhood supportive uses and sustainable infrastructure facilities, which may be located in any of these districts.

STANDARDS

T3.4.1

Within the Tidelands Trust Overlay Zone, all uses allowed in the underlying base zone (e.g. Treasure Island Mixed Use, Treasure Island Open Space, etc. as shown in Table T3.c) other than residential are allowed as Permitted or Island Conditional Uses, subject to additional review for Tidelands Trust consistency pursuant to Section T.3.4.2.

T3.4.2

All uses within the Tidelands Trust Overlay Zone are subject to further review by TIDA for compliance with the Tidelands Trust, which will depend on factors specific to the proposed use, such as whether the use is water-oriented, visitor-serving, accessory to a Trust use, or proposed within an historic resource listed on the National Register (or in a contributory building so listed). All uses within the Tidelands Trust Overlay Zone are subject to further review by TIDA for compliance with the Tidelands Trust, as more particularly described in Section T3.1. This review, which will occur in connection with the approval of a third-party lease or the use by TIDA itself, will consider a number of factors specific to the proposed use. Without limitation, considerations may include whether the use is water-related or ancillary to the Tidelands Trust, the overall mix of uses within a particular project, the project design, the amount of public access provided, whether the use is proposed within a National Register historic resource and whether the use is allowed as an interim non-trust use pursuant to the Conversion Act.

T3.4.3

All uses within the Cultural Park must be compatible with the Tidelands Trust Overlay Standards, and shall only include the following, subject to additional review by TIDA for Tidelands Trust consistency pursuant to Section T.3.4.2:

- Public uses that directly support Treasure Island's role as a regional destination;
- A non-denominational chapel utilizing the existing structure at this location;
- Uses supporting the exploration of arts and culture, science, and sustainability such as museums, public art installations, and the performing arts; and/or
- Food and beverage service ancillary to Cultural Park uses

T3.4.4

Within any open water areas within TIDA's jurisdiction, all water-related uses and structures shall be permitted (e.g. piers, marinas, breakwaters, watercraft launch facilities), subject to all required regulatory approvals (including BCDC).

T3.4.5

Any type of non-residential land use within a Treasure Island Mixed-Use, Treasure Island Open Space, or Treasure Island Public Services/Civic/Institutional zoning designation operating after hours (between 2am to 6 am) shall secure an Island Conditional Use Permit. Any non-residential use within a Treasure Island Residential land use area operating between the hours of 12 a.m. to 6 a.m. shall secure an Island Conditional Use Permit.

T3.4.6

Following are the land use standards for industrial and infrastructure buildings, including adaptive reuse of buildings in Blocks B1, B2 and B3:

- Must not generate any offending odors
- Must comply with San Francisco Noise Control Ordinance, Article 29, San Francisco Police Code.
- Must provide a community outreach education opportunity informing visitors of the contribution made by the facilities to the economic and/or environmental sustainability of the island, using interpretive signage or other public outreach.

T3.4.7

Excluded uses, as listed below, are uses that might have fit within a broad category of Permitted or Island Conditional Uses but are expressly prohibited:

- Drive-through facilities
- Adult entertainment
- General Advertising

ISLAND CENTER

T3.4.8

Retail pavilions are allowed in Block B3 between Building B3 and B2 and on Block B1.

T3.4.9

Financial Services uses may occupy no more than 5,000 square feet contiguously at ground floor level. These uses are encouraged as a second floor use above ground floor retail.

T3.4.10

Greenhouses and plant nurseries are permitted as ancillary to retail establishments or food production facilities on Block B2 only.

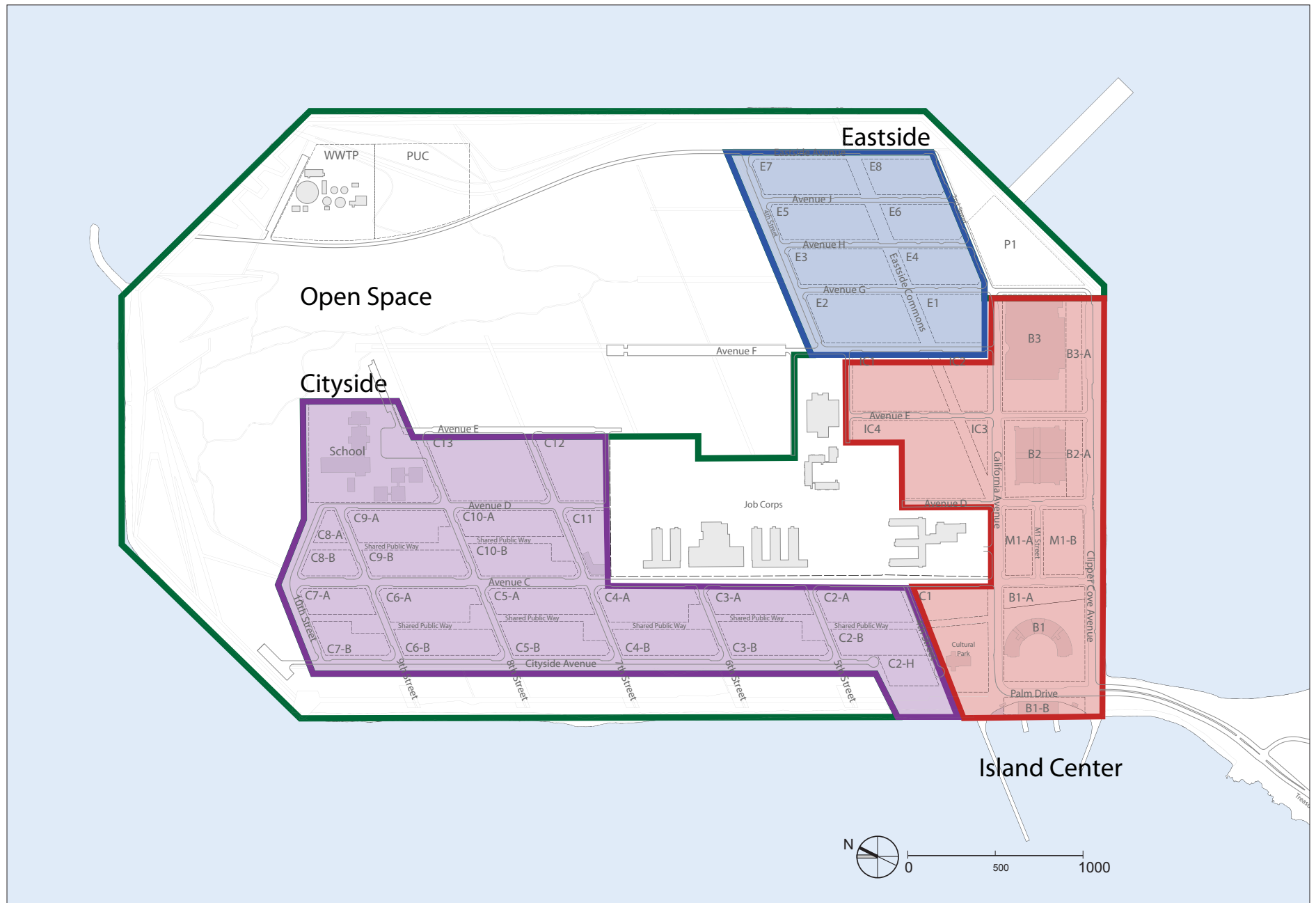


Figure T3.b: Treasure Island District Map

GUIDELINES

Land use guidelines included here serve two intents: first, to highlight island-wide land uses that are supportive of neighborhoods and that support sustainable practices, and second, to identify uses that are particularly encouraged in specific districts of Treasure Island. Districts are shown in Figure T3.b.

NEIGHBORHOOD SUPPORTIVE USES

T3.4.11

Neighborhood supportive facilities are encouraged in each of the island districts (as shown in Figure T3.b) including community services and retail, day care and senior care, libraries, educational facilities, recreational facilities, and/or uses for city services.

T3.4.12

Uses should be located in close proximity to populations being served (eg. family housing, senior housing etc.), with a ground-floor public entry adjacent to public rights-of-way or open space. In most cases, neighborhood supportive uses should be located on the ground floor.

T3.4.13

Uses should be easily accessible by pedestrian and bicycle routes and transit. Potential negative effects whether from noise, air quality, or visual character conflicts should be avoided or minimized.

ISLAND CENTER

T3.4.14

Retail and art-oriented uses are encouraged in blocks B2 and B3 along the edge facing blocks B2-A and B3-A (i.e., along B2 and B3 Artisan Walk).

T3.4.15

A multi-purpose plaza in block B3, adjacent to block B2, is encouraged; it would support parking, retail and restaurant pavilions, farmers markets, and art shows. The desire is to continue vibrancy of street-level activity from block B1 all the way through to block B3.

T3.4.16

A grocery store is encouraged on block B2.

T3.4.17

A hotel is encouraged on block M1-B.

T3.4.18

Entertainment and cultural uses, such as theaters, museums, or sports facilities, are encouraged in block B3. Interim uses such as parking are permitted.

T3.4.19

Office use is encouraged on blocks M1-A and IC4.

T3.4.20

Residential use above ground floor retail or commercial uses is encouraged on Blocks B1-A, B2-A, B3-A, and C1.

CITYSIDE

T3.4.21

Priority location for the neighborhood-serving retail and community facilities should be adjacent to neighborhood parks to activate park edges.

T3.4.22

Secondary location for the neighborhood-serving retail should be along the Shared Public Way.

EASTSIDE

T3.4.23

Priority location for the neighborhood-serving retail and community facilities should be adjacent to the Eastside Commons, to activate the park edges.

OPEN SPACE

T3.4.24

Uses that support diverse year-round use of the open space areas and that contribute to the success of open space and Tidelands Trust-compatible activities are encouraged. Such uses may include public gathering, recreational equipment rental, historic and environmental interpretation and education, and facilities in support of land stewardship activities such as stormwater treatment, urban farming, and energy conservation/production.

SUSTAINABLE INFRASTRUCTURE SYSTEMS & FACILITIES

T3.4.25

Continuing innovation in sustainable infrastructure systems on Treasure Island is encouraged.

T3.4.26

Two settings are planned for sustainable infrastructure uses: 1) independent location of facilities outside the residential or mixed use land use area, and 2) integration of facilities into residential and mixed use land use areas and where feasible into buildings primarily planned for other uses (referred to as micro-utilities).

T3.4.27

Where systems and facilities are integrated into buildings with other uses, those micro-utilities should:

- Reflect the island-wide priority for innovative, efficient facilities with long term feasibility;
- Support the creation of a pedestrian environment of interest, comfort and safety through the design of ground floor entries, fenestration, walls and landscape;
- Make sustainable features a visible part of daily life and community education and awareness on the island, using interpretive signage or other public outreach;
- Avoid nuisance effects of noise, air pollution, vibration, smell, and visual conflict.

T3.4.28

More detailed building design guidance for such uses is provided in Chapter 5T.

Table T3.c: Treasure Island Land Use Standards Table

	TI-R	TI-MU	TI-OS	TI-PCI	P = Permitted Use; IC = Island Conditional Use Permit Required; * and/or † = See Comments Treasure Island Residential (TI-R); Treasure Island Mixed Use (TI-MU) Treasure Island Open Space (TI-OS); Treasure Island Public Services/Civic/Institutional (TI-PCI)
Land Use	Zone				Comments
Residential					
1. Dwelling Units	P	P			
2. Group Housing*	P	P			*Within any residential structures owned or controlled by the Treasure Island Homeless Development Initiative or its successor
3. Live/Work Units	P	P			
4. Senior or Assisted Living	P	P			
5. Supportive Housing*	P	P			*Within any residential structures owned or controlled by the Treasure Island Homeless Development Initiative or its successor
Retail Sales and Services					
6. Acupuncture, Acupressure, or Chiropractor Establishment	IC*†	P			*Not to exceed 10,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
7. Animal Services, Enclosed Building	IC	IC			
8. Automobile Rental	P*†	P			*Not to exceed 2,500 SF, including any exterior space used for automobile storage, per single tenant; †Service counter limited to ground floor only. Rental vehicles may be stored in multilevel structure. Above ground structures, will be governed by the standards & guidelines for such structures in T5.
9. Automobile Services (Gas and Service Stations and Wash)	IC†	IC		IC	†Limited to ground floor only
10. Bars	IC*†	IC			*Not to exceed 15,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
11. Beauty or Cosmetology Salon	P*†	P			*Not to exceed 10,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
12. Cafes, Delicatessens, and Bakeries	P†	P	IC		†Limited to location on the first two floors, with direct entries from ground floor
13. Farmer's Market	P	P	P	P	
14. Financial Service	P	P			
15. Financial Services (Limited)	P	P			
16. Full-service, Counter-service and Self-service Restaurants	P*	P	IC		*Not to exceed 5,000 SF
17. Grocery Store	P*†	P			*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
18. Health Club, Private Resident Accessory Use	P	P			
19. Home Occupation	P	P			
20. Tourist Hotel		P	IC		
21. Health Clubs, Fitness Centers, Gyms and Athletic Clubs	P(IC*)†	P	IC*	P	*Island Conditional Use Permit required if facility is greater than 15,000 SF; †limited to location on the first two floors, with direct entries from ground floor
22. Laundromat	P†	P			†Limited to ground floor only
23. Dry Cleaning Facility	P(IC*)†	P(IC*)			*Island Conditional Use Permit required if dry cleaning facility has an on-site plant; †limited to ground floor only
24. Liquor Stores	IC	IC			
25. Massage Establishments	IC	IC			

Treasure Island and Yerba Buena Island Design for Development

Table T3.c: (Continued)

	TI-R	TI-MU	TI-OS	TI-PCI	P = Permitted Use; IC = Island Conditional Use Permit Required; * and/or † = See Comments Treasure Island Residential (TI-R); Treasure Island Mixed Use (TI-MU) Treasure Island Open Space (TI-OS); Treasure Island Public Services/Civic/Institutional (TI-PCI)
Land Use	Zone				Comments
26. Offices, Professional, Medical, and Business	P*†	P		P	*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
27. Pharmacy	IC*†	P			*Not to exceed 5,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
28. Medical Cannabis Dispensary		IC†			†Not permitted within the immediate proximity of schools, childcare & similar facilities.
29. Radio Broadcasting Facility		IC			
30. Retail Sales and Services, Local-Serving	P*†	P			*Not to exceed 15,000 SF for any single tenant; †limited to location on the first two floors, with direct entries from ground floor
31. Retail Sales and Services, Visitor Serving		P	IC		
32. Retail, Restaurants, Kiosks, Pushcarts, and other uses*		P	P		*Uses accessory to and supportive of recreation and open space uses, consistent with the Open Space Area standards and guidelines set forth in Chapter T1
33. Walk-Up facilities	P†	P			†Limited to ground floor only

Assembly and Entertainment

34. Amusement Enterprises		P			
35. Live Telecast and Filming		P			
36. Nighttime Entertainment		P(IC*)			*Island Conditional Use Permit required if establishment operates after-hours (2-6 am)
37. Recreation Buildings, including pool halls, skating, indoor sports or bowling facilities ◇		P	P(IC*)		◇ Not including Health Clubs, Fitness Centers, Gyms and Athletic Clubs covered under "Retail Sales & Services"; *Not to exceed 20,000 SF for any single tenant
38. Theaters (movie or live performance)		P	IC*		*Not to exceed 20,000 SF for any single tenant

Institutional, Educational and Arts Activities

39. Arts activities in commercial, community, or live/work spaces	IC	P	IC	P	
40. Child Care, Family Facility	P	P		P	
41. Child Care Center	P*†	P		P	*Not to exceed 15,000 SF for any single tenant; †limited to location on ground floor only
42. Community Clubhouse, Neighborhood Center, Community Cultural Center, or other community resource not publicly owned but open for public use.	IC	P	IC	P	
43. Institutional and Education Facilities, 15,000 S.F. or less	IC	P	IC	P	
44. Institutional and Education Facilities, more than 15,000 S.F.		P		P	
45. Mortuary		IC			
46. Museums, Interpretative Centers and Cultural Facilities		P	IC	P	
47. Outpatient Medical Clinics		P			
48. Private Club	IC*	P†			*Not to exceed 15,000 SF for any single tenant; †limited to location only above ground floor
49. Religious Institutions	IC*	IC	IC	P	*Not to exceed 15,000 SF for any single tenant
50. Sailing and Water Sport Educational Activity		P	P		
51. Small residential/senior care facility licensed by the State	P*	P			*Not to exceed 15,000 SF for any single tenant

Table T3.c: (Continued)

	T1-R	T1-MU	T1-OS	T1-PCI	P = Permitted Use; IC = Island Conditional Use Permit Required; * and/or † = See Comments Treasure Island Residential (TI-R); Treasure Island Mixed Use (TI-MU) Treasure Island Open Space (TI-OS); Treasure Island Public Services/Civic/Institutional (TI-PCI)
Land Use	Zone				Comments
52. Social service/philanthropic enterprises	IC*(P*†)	IC*(P*†)			*Not to exceed 15,000 SF for any single tenant. † Permitted use for TIHDI.
53. Vocational/Job Training Facility	IC*(P*†)	IC*(P*†)	IC*	IC*(P*†)	*Not to exceed 15,000 SF for any single tenant. † Permitted use for TIHDI.

Parking

54. Bicycle Storage	P	P	P	P	
55. Community garages ◊	P	P		P	◊ Limited to the storage of private passenger automobiles belonging to Treasure Island residents, visitors, and workers, and meeting the siting and design requirements, car-share requirements, and otherwise complying with the provisions of Chapter T6 of this document
56. Accessory Parking Facilities ◊	P	P		P	◊ Off-street parking, either surface or structured, that is accessory to a Permitted or Island Conditional Use, subject to the requirements of Chapter T6 of this document, in terms of location and quantity.
57. Parking accessory to use of open space and sports fields ◊	P	P	P		◊ Surface or structured

Manufacturing and Processing/Industrial/Laboratory Uses

58. Life Sciences ◊		IC			◊ Limited to administrative office and research and development facilities not requiring any additional regulatory approvals for emissions or hazards not otherwise required of general office use
59. Laboratory ◊		IC			◊ Limited to administrative office and research and development facilities not requiring any additional regulatory approvals for emissions or hazards not otherwise required of general office use
60. PDR (Production, Distribution and Repair)		IC			
61. Small scale food manufacturing and processing		P*	IC*		*Not to exceed 20,000 SF for any single tenant;

Civic, Public, Open Space, and Public Service Uses

62. Ambulance		IC			
63. Civic Use		P		P	
64. Community Recycling Collection Center	IC	IC	P	P	
65. Composting Facilities			P	P	
66. Corporation Yard			P*	P*	*Not to exceed 2 acres in size
67. Fire/police Stations		P	P	P	
68. Greenhouse or Plant Nursery ◊		P*	P	P	◊ For propagation of plants for landscaping, accessory to urban farm or for educational purposes; *Permitted when attached to food production or with retail establishment
69. Hiking and Walking Trails	P	P	P	P	
70. Library	P*	P*		P	*Not to exceed 20,000 SF
71. Micro-Utilities	P	P	P	P	
72. Open lots or enclosed storage for public service use			IC	P	
73. Open space Maintenance Facility ◊			P	IC	◊ For support of open space program on Treasure Island and Yerba Buena Island, and compliant to the standards and guidelines for each specific open space area listed in Chapter T1.
74. Playground	P*	P	P	P	*See Open Space Chapter T1 for programming and size standards

Treasure Island and Yerba Buena Island Design for Development

Table T3.c: (Continued)

	TI-R	TI-MU	TI-OS	TI-PCI	P = Permitted Use; IC = Island Conditional Use Permit Required; * and/or † = See Comments Treasure Island Residential (TI-R); Treasure Island Mixed Use (TI-MU) Treasure Island Open Space (TI-OS); Treasure Island Public Services/Civic/Institutional (TI-PCI)
Land Use	Zone				Comments
75. Public Parks	P*	P	P	P	*See Open Space Chapter T1 for programming and size standards
76. Sports Fields			P		
77. Stormwater and Wastewater Treatment Wetlands			P	P	
78. Low Impact Development for Stormwater (e.g. Water Garden, Bioswales, Cisterns or Similar Features)	P	P	P	P	
79. Renewable Energy Generation Facilities, Building Integrated*	P	P	IC	P	*Including, but not limited to, PV and wind power generation
80. Renewable Energy Generation Facilities, Distributed*			IC	IC	*Including, but not limited to, PV and wind power generation
81. Telecommunications Antennae and Equipment ◇	P	P	P	P	◇ See Building Design Chapter T5 for placement standards
82. Transit Facilities	P	P	P	P	
83. Urban Farm		P*	P		*Permitted when associated with retail in Block B2
84. Wastewater Treatment Plant and related facilities	IC	IC	IC	P	

Temporary Uses

85. Booths for charitable, patriotic, or welfare purposes	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(3)
86. Exhibitions, Festivals, Circuses, Concerts, or Neighborhood Carnivals	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(3)
87. Open-air sales of agriculturally produced seasonal decorations including, but not necessarily limited to, Christmas trees and Halloween pumpkins	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(3)
88. Meeting Rooms and Event Staging	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(3)
89. Automobile and truck parking and loading accessory to an authorized temporary use	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(3)

Interim Uses

90. Rental or sales offices incidental to a given new development, provided that it be located in the development or a temporary structure	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(4)
91. Structures and uses incidental to environmental cleanup and staging	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(4)
92. Temporary structures and uses incidental to the demolition, deconstruction or construction of a structure, building, infrastructure, group of buildings, or open space, including but not limited to staging of construction materials and equipment	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(4)
93. Storage	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(4)
94. Automobile and truck parking and loading related to construction activities related to Horizontal Development and Vertical Development	P*	P*	P*	P*	*Subject to authorization under Section 249.52(e)(4)

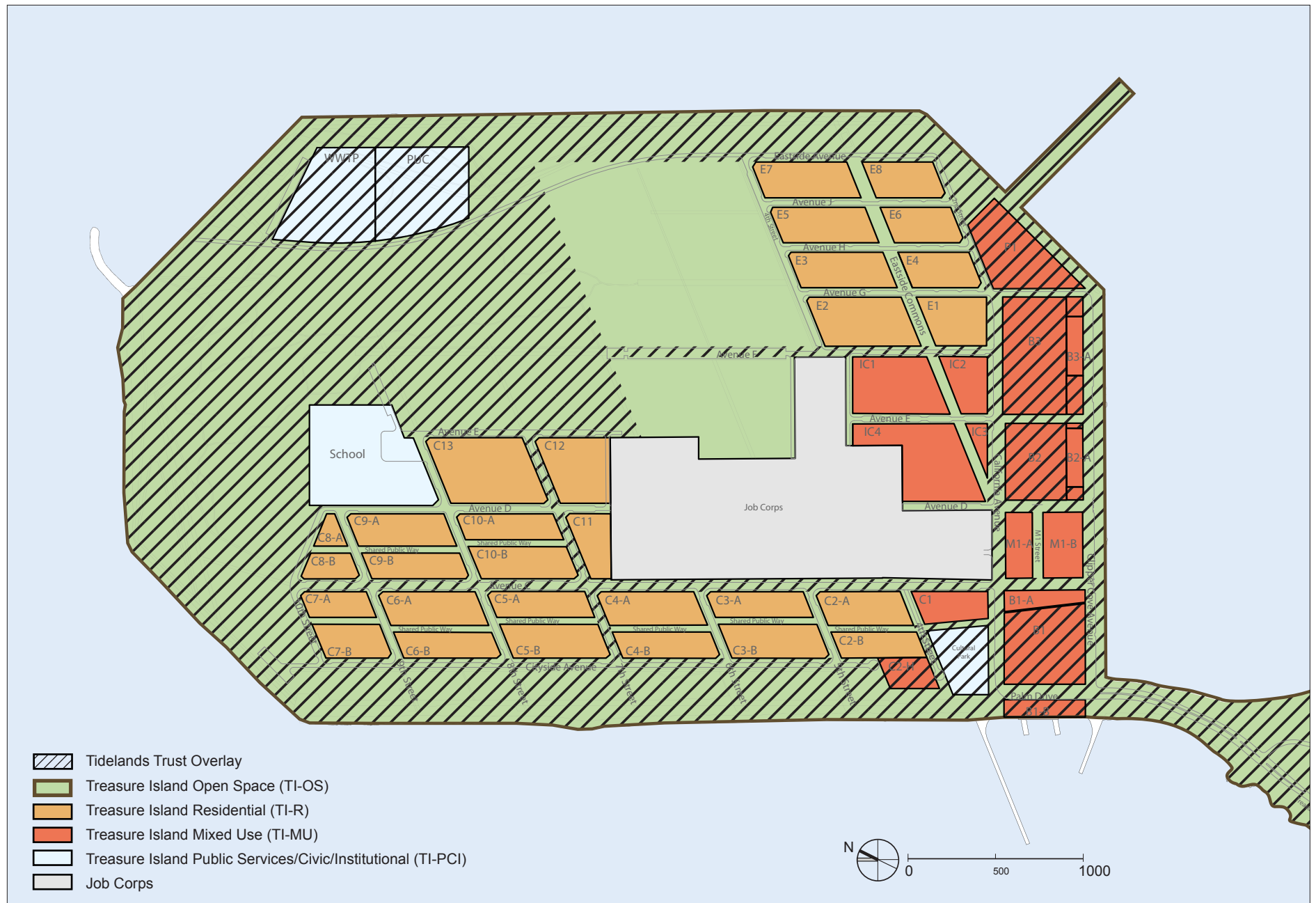


Figure T3.d: Key Plan to the Treasure Island Land Use Table

**EXCLUSIVE NEGOTIATIONS
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE U.S. DEPARTMENT OF LABOR
AND
TREASURE ISLAND DEVELOPMENT AUTHORITY
AND
TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC**

This Exclusive Negotiations Memorandum of Understanding (this “**MOU**”), dated as of _____, 2025, is made by and between the United States of America, acting by and through the U.S. Department of Labor (“**DOL**”), and the Treasure Island Development Authority, a California nonprofit public benefit corporation, created by the City of San Francisco in accordance with the Treasure Island Conversion Act of 1997 (amending Section 33492.5 of the California Health and Safety Code and adding Section 2.1 to Chapter 1333 of the Statutes of 1968 (the “**Authority**”), and Treasure Island Community Development, LLC, a California limited liability company (“**TICD**” or the “**Developer**”). DOL, the Authority and Developer are each sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, DOL owns and has responsibility, custody, and control over approximately 37 acres of real property and improvements located on Treasure Island, California, as generally described in **Exhibit A**, on which property DOL operates the Treasure Island Job Corps Center (the “**Job Corps Center Parcel**”);

WHEREAS, The Job Corps Center is located on the former Naval Station Treasure Island, closed, and disposed of by the United States of America, acting by and through the Department of the Navy (“**Navy**”), pursuant to the Defense Base Closure and Realignment Act of 1990, as amended;

WHEREAS, The Authority is recognized by the U.S. Department of Defense as the Local Reuse Authority for the former Naval Station Treasure Island;

WHEREAS, The Authority and Developer entered into a Disposition and Development Agreement (Treasure Island/Yerba Buena Island), dated as of June 28, 2011, relating to property outside the boundaries of the Job Corps Center Parcel, which agreement was recorded in the Official Records on August 10, 2011 as Document No. 2011-J235239-00 Reel K457, Image 142 (as amended from time to time, the “**Horizontal DDA**”);

EXCLUSIVE NEGOTIATIONS MEMORANDUM OF UNDERSTANDING

WHEREAS, In accordance with the terms of the Horizontal DDA, Developer and Authority are developing the entirety of Treasure Island and Yerba Buena Island, not including certain federally-owned properties such as the Job Corps Center Parcel, over the course of approximately twenty-five years (the “**Project**”);

WHEREAS, On July 2, 2014, the Authority and the Navy entered into that certain Economic Development Conveyance Memorandum of Agreement for the Conveyance of the Naval Station Treasure Island to the Authority (“**EDC MOA**”);

WHEREAS, The Consolidated Appropriations Act, 2023, Pub. L. No. 117-328, Div. H, Tit. I, § 114, 136 Stat. 4459 (2022) (“**CAA FY23**”), authorizes, among other things, the Secretary of Labor “to dispose of or divest by any means the Secretary determines appropriate” all or a portion of the Job Corps Center Parcel;

WHEREAS, DOL enters into this MOU under CAA FY23 and other authorities;

WHEREAS, The Authority, working with Developer, continues to advance the economic development of Treasure Island and seeks to potentially acquire portions of the Job Corps Center Parcel and include such land in the Project, with similar streets and utility infrastructure, additional housing, and potentially other uses consistent with the Project;

WHEREAS, In accordance with CAA FY23 and other applicable laws, DOL may dispose of all or a portion of the Job Corps Center Parcel and potentially construct a new Job Corps Center on Treasure Island; and

WHEREAS, DOL, on the one hand, and Authority together with Developer on the other, are willing to exclusively negotiate the terms and conditions of a possible agreement to dispose of all or a portion of the Job Corps Center Parcel and potentially the construction of new facilities for the Job Corps Center on Treasure Island.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereby agree as follows:

AGREEMENT

1. Exchange Agreement; Good Faith Negotiations; Exclusivity.

a. During the Exclusivity Period (as defined in Section 2 below), DOL, Authority and Developer each agree to negotiate diligently, in good faith, and exclusively with each other, the terms of an agreement for the disposition of the Job Corps Center Parcel, including the potential construction of new facilities for the Job Corps Center on Treasure Island, in accordance with CAA FY23 or as otherwise authorized by law (hereinafter “**Exchange Agreement**”).

b. Notwithstanding the requirement that the Parties negotiate exclusively with each other, each Party may invite third parties, including one or more contractors, to participate in

EXCLUSIVE NEGOTIATIONS MEMORANDUM OF UNDERSTANDING

the negotiations as consultants to a Party, provided every such participant abides by appropriate safeguards to protect confidential information. Participation by third parties in the negotiation would be in a consultative capacity only and does not create privity of contract under this MOU. In the course of the negotiations, DOL may communicate directly with a contractor or developer selected by the Authority regarding any matter related to this MOU, but such communications shall not create privity of contract under this MOU.

c. Nothing in this MOU precludes the Parties from entering into such other agreements as may assist the Parties in arriving at an Exchange Agreement.

d. Should the Exchange Agreement provide for construction of new Job Corps Center facilities, the Exchange Agreement will define the specifications for any such new facilities to be delivered to DOL and may also provide for the Authority and/or Developer to exchange, acquire, construct, lease, license, and/or relocate replacement facilities and contractor and DOL personnel and equipment. The Exchange Agreement may also address the process for obtaining zoning, permits, and other entitlements on the Job Corps Center Parcel to incorporate this site into the Project. The Exchange Agreement may provide for different forms of consideration to DOL, including payment of cash, design and construction services, and other forms of consideration to assist in the creation of new Job Corps Center facilities, as permitted and authorized by applicable Federal law.

e. This MOU grants exclusive negotiation rights to the Parties and does not convey any interest in any real property or constitute any approval whatsoever of any proposed Job Corps Center project or contract. This MOU does not imply any obligation on the part of the DOL, the Authority or Developer to enter into a binding agreement, which may or may not result from the negotiations contemplated herein. Nothing in this MOU will be interpreted as limiting, superseding, or otherwise affecting DOL's normal operations or decisions (or that of DOL's contractors) in carrying out DOL's statutory, regulatory or contractual duties, or duties under any Executive Order.

f. Without limiting any of the foregoing, each Party intends to devote resources in this negotiation and each is willing to do so voluntarily and unless otherwise agreed to in a separate written agreement, without expectation of reimbursement from any other Party. During the Exclusivity Period, DOL agrees that, as long as the Authority and Developer proceed in good faith during the term of the Exclusivity Period to negotiate as contemplated by this MOU, DOL will not directly or indirectly solicit proposals from third parties, nor make, accept, negotiate, entertain, or otherwise pursue any offers to sell, lease, exchange or otherwise develop the Job Corps Center Parcel. Nothing in this agreement prevents DOL (or DOL contractors) from soliciting, negotiating or entering into agreements with third parties as may be necessary to maintain existing facilities in good repair, to accomplish DOL's mission, and to provide for the continuing operations of the Job Corps Center. Further, DOL is not restricted from performing market research relating to construction costs in the San Francisco area, from obtaining estimates or from obtaining appraisals, and from conducting other research or consultations with third parties as necessary or appropriate to carry out these negotiations.

EXCLUSIVE NEGOTIATIONS MEMORANDUM OF UNDERSTANDING

g. The Parties understand and agree that should construction or improvements of Job Corps Center facilities and related services be made a part of the Exchange Agreement, such services and facilities will be awarded and administered in accordance with applicable law, including applicable Federal laws. DOL shall have the absolute discretion before approving any Exchange Agreement to ensure compliance with applicable Federal laws. The Parties understand that the Authority cannot incorporate the Job Corps Center Parcel into the Project without the Developer's consent and participation, and Authority agrees that, as between Authority and Developer with respect to the acquisition and/or development of the Job Corps Center Parcel, Authority will exclusively negotiate with Developer and will not directly or indirectly solicit proposals from third parties with respect thereto.

h. The Parties anticipate that any new development on the Job Corps Center Parcel may generally follow the same planning and infrastructure development process as the remainder of the Project, perhaps extending the existing street grid, and the Parties agree that they will not and do not intend to do anything during the Exclusivity Period that will cause undue negative impact the Project or the Job Corps Center. Without limiting the foregoing, the Parties do not intend to slow down or stop any horizontal or vertical development at Treasure Island for purposes of the proposed incorporation of the Job Corps Center Parcel into the Project.

i. During the Exclusivity Period, DOL, the Authority and Developer each will assign designated principals (e.g., an officer, executive employee, or other agent with management level authority) and key staff members who will meet and negotiate diligently in good faith on its behalf in exclusive negotiations. Designated negotiating principals can be changed by notice given in accordance with Section 13 (Notices).

(i) DOL's designated negotiating principals are: _____.

(ii) The Authority's negotiating principals are: Anne Taupier and Robert Beck.

(iii) Developer's negotiating principal is: Christopher Meany.

2. Exclusivity Period.

a. The term of this MOU shall be for a period of two (2) years commencing on the Effective Date ("**Exclusivity Period**"). If the Parties execute an Exchange Agreement before the end of the Exclusivity Period, then this MOU shall automatically terminate on the effective date of such Exchange Agreement.

b. Either DOL, on the one hand, or the Authority, but only with the written consent of Developer, on the other hand, may request of the other Party to extend the Exclusivity Period for up to an additional one-hundred-eighty (180) days; any such extension shall be by mutual written agreement.

c. If a Party determines that, despite its good faith efforts, negotiations have reached an impasse and that further negotiations would not likely result in an acceptable Exchange Agreement, then that Party may terminate this MOU by providing the other Parties with ten days' advanced notice in writing.

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3. **Right of Entry.**

a. During the Exclusivity Period or any extension thereof, DOL shall grant the Authority, Developer and their respective agents and contractors, a no-cost license to access the Job Corps Center Parcel to undertake due diligence, including, but not limited to, soil borings, surveying, and environmental reviews. Nothing in this MOU requires the Authority or Developer to do any such due diligence work.

b. In the event that portions of Treasure Island outside of the current Job Corps Center may be considered as potential alternate locations for a New Job Corps Center, During the Exclusivity Period or any extension thereof, DOL shall grant the Authority, Developer and their respective agents and contractors, a no-cost license to access the Job Corps Center Parcel to undertake due diligence, including, but not limited to, soil borings, surveying, and environmental reviews. Nothing in this MOU requires the Authority or Developer to do any such due diligence work.

4. **Costs and Expenses.**

a. Unless otherwise set forth in a separate written agreement, DOL, the Authority and Developer each expressly acknowledge that each Party to this MOU shall be responsible for its own expenses and costs incurred under this MOU, and such costs and expenses are incurred at its own risk, including, but not limited to, any costs or expenses associated with negotiating an Exchange Agreement and performing due diligence on the Job Corps Parcel or terms proposed for the Exchange Agreement. The Authority and Developer are not responsible for any costs or expenses incurred by DOL as part of this MOU, and DOL is not responsible for any costs or expenses incurred by the Authority or Developer as part of this MOU.

b. This MOU does not authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates the parties to expend appropriations or funds, or to enter into any contract or other obligations. This MOU shall not require any Party to expend funds or resources, nor shall anything in this MOU be construed as a limitation on any Party's authority to contribute funds or resources to the processing, review and consideration of the proposed transaction. Nothing in this MOU shall limit the discretion to be exercised by staff and officials of each Party in determining whether to approve any future transaction or land use entitlement, and any such approval shall be made in the sole discretion of the applicable officers of each Party following any required environmental review.

5. **Closing Conditions.** The Exchange Agreement shall identify the closing conditions including the timing of the closing, the requirements for the conveyance of any portion of the Job Corps Parcel, the design, siting, and construction requirements for any new facilities for DOL, and all other financial and other terms and conditions necessary to conclude an exchange in accordance with CAA FY23, or as otherwise authorized by law.

6. **Environmental.** DOL shall provide copies of all environmental, munitions and explosives of concern ("MEC"), historical and archeological studies and reports, environmental data and other due diligence reports and findings relating to the Job Corps Center Parcel to the

EXCLUSIVE NEGOTIATIONS MEMORANDUM OF UNDERSTANDING

Authority and Developer upon such reports becoming known or available to DOL. If one or more portions of Treasure Island outside of the current Job Corps Center Parcel are considered as locations for a future Job Corps Center, the Authority and/or Developer shall provide copies of all MEC, historical and archeological studies and reports, environmental data and other due diligence reports and findings relating to the potential future Job Corps Center Parcel to DOL upon such reports becoming known or available to Authority and/or Developer.

7. **No Liability.** The Parties are entering into this MOU in order to cooperate in negotiating the substance of a potential future transaction. The Parties understand and agree that they would not be willing to enter into this MOU if it could result in any liability to any Party, or to their respective officers, employees or agents, or in the assessment of any costs. Consequently, the Parties agree that (i) no Party shall be liable in damages to any other Party by reason of the provisions of this MOU, and (ii) no Party can sue any other Party for any monetary claim or any damages under this MOU, and each Party expressly waives its right to recover damages under this MOU. Accordingly, if a Party believes that the other Party has violated the terms of this MOU, the sole remedy shall be to terminate this MOU, provided the foregoing shall not limit or impact any right to remedy under any separate agreement between the Parties, including any License.

8. **CEQA/NEPA Review.** The Exchange Agreement may be subject to a process of thorough public review and input and all necessary and appropriate approvals; that process may include any applicable environmental review processes under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA), as these laws may be amended from time to time, before a decision-maker may consider giving such approvals after public hearings. Nothing in this MOU commits, or shall be deemed to commit, any Authority, Developer or DOL official to approve or implement any project, and they may not do so until any required environmental review has been completed. Accordingly, all references to the "Exchange Agreement" or the development in this MOU shall mean the proposed agreement or development as may be revised in light of the environmental review and the negotiations contemplated herein. Any public agency with jurisdiction over any part of the proposed project shall have the absolute discretion before approving that project to: (i) make such modifications to the project or transaction documents as may be necessary to mitigate significant environmental impacts; (ii) select other feasible alternatives to avoid or substantially reduce significant environmental impacts; (iii) require the implementation of specific measures to mitigate any specific impacts; (iv) balance the benefits of the project against any significant environmental impacts before taking final action if such significant impacts cannot otherwise be avoided; and (v) determine whether or not to proceed with the proposed project.

9. **Notices.** All notices and other communications required or permitted to be given under this MOU shall be in writing and may be delivered by hand, by electronic mail with confirmation of receipt, or by United States mail, postage prepaid and return receipt requested, addressed to the respective parties as follows:

To DOL:

[insert name and address]

EXCLUSIVE NEGOTIATIONS MEMORANDUM OF UNDERSTANDING

With a copy to:

[insert name and address]

To Authority:

Treasure Island Development Authority
Treasure Island Project Office
39 Treasure Island Road, Suite 241
Treasure Island
San Francisco, CA 94130
Attn: Robert P. Beck, Treasure Island Director

and to:

Anne Taupier
Director of Development
Office of Economic & Workforce Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

With a copy to:

Office of the City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Attn: RE/Finance Team, Treasure Island Project

To Developer:

Treasure Island Community Development, LLC
c/o Treasure Island Development Group
Pier 1 The Embarcadero Bay 2
San Francisco, CA 94111
Attn: Charles Shin

With a copy to:

Gibson Dunn & Crutcher
555 Mission Street, Suite 3000
San Francisco, CA 94105
Attn: Neil H. Sekhri

10. Notification of Limitations on Contributions. Section 1.126 of the San Francisco Campaign and Governmental Conduct Code prohibits any person who contracts with the City,

EXCLUSIVE NEGOTIATIONS MEMORANDUM OF UNDERSTANDING

whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved.

11. No Joint Venture. Nothing in this MOU shall be construed as giving a Party the right or ability to bind the other Party. Nothing in this MOU shall be construed to create any joint venture with regard to, or as a result of, the activities undertaken by any of the Parties, their employees, officers and/or agents.

12. Sunshine/Public Records.

a. This MOU is subject to public disclosure under the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67) and the State Public Records Law (Gov't Code section 6250 et seq.). In addition, the Freedom of Information Act (5 U.S.C. § 552) applies to this MOU and any and all records and materials submitted to the Authority or its agents in connection with this MOU. This MOU does not contain trade secrets or commercial or financial information that is privileged or confidential. The Parties acknowledge that this MOU may be disclosed pursuant to a valid public records request.

b. During the Exclusivity Period, the Parties agree to make available to each other, upon request, any document, data source, testing information, historical or property record or other similar record (record) relating to the Project or improvements generally on Treasure Island that a Party may have in its possession, custody, or control. Such information sharing shall be completed in an expedited fashion after redacting privileged information or other information that would normally be exempted from release under the Freedom of Information Act, the State Public Records Law, the City's Sunshine Ordinance (S.F. Administrative Code Chapter 67), or other applicable State or Federal law.

c. If a Party believes that a record requested is confidential, a Party may mark such documents as confidential before delivery (the “**Confidential Records**”). The Parties agree to maintain the confidentiality of the Confidential Records to the extent permitted by applicable law, provided each Party can share Confidential Records with agents and contractors assisting with the proposed transaction that agrees to the same confidentiality requirement in writing. Nothing in this MOU shall require the disclosure of records covered by the attorney-client privilege or other applicable privilege.

d. If a Party receives a request to disclose Confidential Records and believes that it must disclose one or more of the Confidential Records under applicable law, such Party shall notify the Party that delivered the applicable records and provide a copy of the request as well as the intent to disclose. The Parties agree to meet and confer in good faith over any such potential disclosure for a period of not less than ten (10) days. If the Parties do not agree on the disclosure obligation during the meet and confer period, then the Party wishing to prevent disclosure will

EXCLUSIVE NEGOTIATIONS MEMORANDUM OF UNDERSTANDING

have not less than twenty (20) days following the meet and confer period to initiate appropriate legal action to prevent the disclosure.

e. To the extent any Party has an obligation to disclose under federal, state, or local law or a court order, such Party may make such disclosure to the extent required, and such disclosure shall not be deemed a violation of this Agreement. In addition, it will not be deemed a violation to disclose information that (i) was rightfully in possession of or known to Party without receiving that information under this MOU; (ii) is, or subsequently becomes, legally and publicly available without breach of this MOU; (iii) is rightfully obtained from a source outside this MOU without any obligation of confidentiality; or (iv) is developed by or for the Party independently without reliance on the Confidential Records.

f. Upon the termination or expiration of this MOU, if the parties have not entered into an Exchange Agreement, confidential records would be kept confidential and destroyed or returned as soon as possible in accordance with Federal law.

13. Assignment. No Party to this MOU may transfer or assign any or all of its rights or obligations hereunder without express written consent of the other Parties.

14. Governing Law. This MOU shall be governed by and construed in accordance with Federal law and the laws of the State of California, provided, that in the event of a conflict between Federal law and the laws of the State of California, the Federal law shall govern.

15. Anti-Deficiency. This MOU does not obligate or cause DOL to expend any money in violation of the Anti-Deficiency Act, 31 U.S.C. § §1341-1342, and 31 U.S.C. §§ 1501-1519.

16. No Personal Liability. No officer, director, employee, nor any other person or entity with an interest in any Party will have liability hereunder.

17. Prior Agreements and Amendments.

a. This MOU, including all exhibits listed below and attached hereto, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This MOU may only be modified by a written amendment duly executed by the Parties to this MOU.

b. This MOU may be executed and delivered by e-mail or other electronic transmission and in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This MOU will become effective when signed and delivered by all Parties (the “**Effective Date**”). There are no third party beneficiaries to this MOU.

18. Agreement Contingent on Express Authority in Federal Statute. CAA FY23 expressly authorizes DOL to dispose of the Job Corps Center Parcel. This MOU, and all obligations of DOL hereunder, are contingent on such express legislative authority continuing in

EXCLUSIVE NEGOTIATIONS MEMORANDUM OF UNDERSTANDING

effect. Any lapse of this authorizing legislative text, without adoption by Congress of the same or similar language in another law, will upon DOL's notification to the Authority and Developer, terminate this MOU and release all of the Parties from any further obligation hereunder, without any recourse or remedy available to any Party in that event.

19. Exhibits.

Exhibit A: Job Corps Center Parcel
Exhibit B: License

[Signature Pages Follow]

EXCLUSIVE NEGOTIATIONS MEMORANDUM OF UNDERSTANDING

EXECUTED ON this ____ day of _____, 2025.

UNITED STATES OF AMERICA, DEPARTMENT OF LABOR
Employment & Training Administration

By: _____

Name: _____

Title: Realty Specialist, Office of the Assistant Secretary for Administration and Management

TREASURE ISLAND DEVELOPMENT AUTHORITY,
a California non-profit public benefit corporation

By: _____

Robert Beck, Treasure Island Project Director

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____

Grace Park, Deputy City Attorney

TREASURE ISLAND COMMUNITY DEVELOPMENT, LLC,
a California limited liability company

By: _____

Name:

Title:

105728115.3

1 **[Exclusive Negotiating Agreement with the United States Department of Labor and**
2 **Treasure Island Community Development]**

3 Resolution Approving and Authorizing the Execution of an Exclusive Negotiations
4 Memorandum of Understanding among the Treasure Island Development Authority, the
5 United States Department of Labor, and Treasure Island Community Development for the
6 Possible Development of the Approximately 37-Acre Treasure Island Job Corps Center
7 Property on Treasure Island

8 WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended
9 Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter
10 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) authorized the City's
11 Board of Supervisors to designate the Authority as a redevelopment agency under California
12 redevelopment law with authority over former Naval Station Treasure Island ("the Base"), and
13 (ii) with respect to those portions of the Base that are subject to the public trust for commerce,
14 navigation and fisheries (the "Tidelands Trust"), vested in the Authority the authority to
15 administer the Tidelands Trust as to such property; and,

16 WHEREAS, The Board of Supervisors designated the Authority as a redevelopment
17 agency with powers over Treasure Island in Resolution No. 43-98, dated February 6, 1998;
18 and,

19 WHEREAS, Under the Act and the Authority's Articles of Incorporation and Bylaws, the
20 Authority, acting by and through its Board of Directors, has the power, subject to applicable
21 laws, to sell, lease, exchange, transfer, convey or otherwise grant an interest in or right to use
22 or occupy all or any portion of the real property located on the Base; and,

23 WHEREAS, DOL owns and has responsibility, custody, and control over approximately
24 37 acres of real property and improvements located on Treasure Island on which property
25 DOL operates the Treasure Island Job Corps Center (the "Job Corps Center Parcel"); and

1 WHEREAS, The Authority is recognized by the U.S. Department of Defense as the
2 Local Reuse Authority for the former Naval Station Treasure Island; and

3 WHEREAS, The Authority and Treasure Island Community Development, LLC (the
4 “Developer”) entered into a Disposition and Development Agreement (Treasure Island/Yerba
5 Buena Island), dated as of June 28, 2011, relating to property outside the boundaries of the
6 Job Corps Center Parcel, which agreement was recorded in the Official Records on August
7 10, 2011 as Document No. 2011-J235239-00 Reel K457, Image 142 (as amended from time
8 to time, the “Horizontal DDA”); and

9 WHEREAS, In accordance with the terms of the Horizontal DDA, Developer and
10 Authority are developing the entirety of Treasure Island and Yerba Buena Island, not including
11 certain federally-owned properties such as the Job Corps Center Parcel, over the course of
12 approximately twenty-five years (the “Project”); and

13 WHEREAS, On July 2, 2014, the Authority and the Navy entered into that certain
14 Economic Development Conveyance Memorandum of Agreement for the Conveyance of the
15 Naval Station Treasure Island to the Authority (“EDC MOA”); and

16 WHEREAS, The Consolidated Appropriations Act, 2023, Pub. L. No. 117-328, Div. H,
17 Tit. I, § 114, 136 Stat. 4459 (2022) (“CAA FY23”), authorizes, among other things, the
18 Secretary of Labor “to dispose of or divest by any means the Secretary determines
19 appropriate” all or a portion of the Job Corps Center Parcel; and

20 WHEREAS, The Authority, working with Developer, continues to advance the
21 economic development of Treasure Island and seeks to potentially acquire portions of the
22 Job Corps Center Parcel and include such land in the Project, with similar streets and utility
23 infrastructure, additional housing, and potentially other uses consistent with the Project; and

24
25

1 WHEREAS, In accordance with CAA FY23 and other applicable laws, DOL may
2 dispose of all or a portion of the Job Corps Center Parcel and potentially construct a new
3 Job Corps Center on Treasure Island; and

4 WHEREAS, DOL, on the one hand, and Authority together with Developer on the other,
5 are willing to exclusively negotiate the terms and conditions of a possible agreement to
6 dispose of all or a portion of the Job Corps Center Parcel and potentially the construction of
7 new facilities for the Job Corps Center on Treasure Island; and

8 WHEREAS, The DOL and Treasure Island would both benefit from a solution that
9 would modernize the facilities of the DOL and better integrate the Job Corps Center into the
10 surrounding neighborhood; now, therefore, be it

11 RESOLVED, That the Authority Board hereby approves and authorizes the Treasure
12 Island Director (“Director”) to execute the Exclusive Negotiating Memorandum of
13 Understanding (the "DOL MOU") in substantially the form attached hereto as Exhibit A; and,
14 be it

15 FURTHER RESOLVED, That the Authority Board hereby authorizes the Treasure
16 Island Director to make any additions, amendments or other modifications to the DOL MOU
17 that the Director determines in consultation with the City Attorney are in the best interests of
18 the Authority, that do not materially increase the obligations or liabilities of the Authority, that
19 do not materially reduce the rights of the Authority, and are necessary or advisable to
20 complete the preparation and approval of the DOL MOU, such determination to be
21 conclusively evidenced by the execution and delivery by the Director of the documents and
22 any amendments thereto.

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CERTIFICATE OF SECRETARY

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I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on December 11, 2024.

Jeanette Howard, Secretary