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12 CITY OF SAUSALITO

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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF CONTRA COSTA  
16

17 CITY OF SAUSALITO,

18 Petitioner and Plaintiff,

19 v.

20 GOLDEN GATE BRIDGE, HIGHWAY AND  
TRANSPORTATION DISTRICT,

21 Respondent and Defendant.

22  
23 GOLDEN GATE BRIDGE, HIGHWAY AND  
TRANSPORTATION DISTRICT,

24 Real Party in Interest.  
25  
26  
27  
28

Case No. MSN17-0098

**DECLARATION OF ADAM POLITZER  
IN SUPPORT OF PETITIONER'S  
OPPOSITION TO SPECIAL MOTION TO  
STRIKE SLAPP SUIT**

[CCP § 425.16]

Judge: Hon. Barry P. Goode  
Dept: 17  
Date: April 20, 2017  
Time: 8:30 a.m.

Action Filed: September 13, 2016

CEQA Case



1           8.     On March 2, 2016, the District submitted to the City further revised plans  
2 for the Project.

3           9.     In response to the District's March 2, 2016 proposal, the City retained  
4 several consultants at its expense to fully evaluate the District's latest proposal.

5           10.    The City retained the engineering firm, COWI North America, Inc.  
6 ("COWI") to peer review the District's proposal.

7           11.    The City also retained a planning and design firm, Environmental Vision, to  
8 conduct peer review of the District's visual simulations of the Project. Attached to this declaration  
9 as Exhibit D is a true and correct copy of Environmental Visions' peer review analysis dated June  
10 1, 2016.

11           12.    The City also retained an environmental consulting firm, LSA Associates,  
12 to analyze whether the City, as responsible agency under California's Environmental Quality Act  
13 ("CEQA") was required to perform supplemental environmental review for the Project prior to  
14 granting any discretionary approvals.

15           13.    On August 18, 2016, the District submitted to the City further revised plans  
16 for the Project and requested that the City make its consent determination under the Lease within  
17 45 days as contemplated under the Lease. Attached to this declaration as Exhibit E is a true and  
18 correct copy of District General Manager Denis Mulligan's letter addressed to me dated August  
19 18, 2016.

20           14.    Attached to this declaration as Exhibit F is a true and correct copy of my  
21 letter dated August 22, 2016 to Denis Mulligan, raising the potential need for supplemental  
22 environmental review for the Project, and requesting on behalf of the City a two-week extension  
23 of the 45-day review period, to October 14, 2016, to allow the City's consultant, LSA, to complete  
24 its environmental analysis under CEQA.

25           15.    Attached to this declaration as Exhibit G is a true and correct cop of Denis  
26 Mulligan's letter to me dated September 2, 2016.

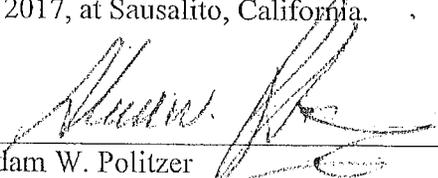
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Attached to this declaration as Exhibit H is a true and correct copy of COWI's peer review analysis of the proposed float size for the Project and the District's passenger loading calculations underlying the Project's design, dated September 23, 2016.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 29th day of March, 2017, at Sausalito, California.

  
Adam W. Politzer

# Exhibit A

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STATUTES OF CALIFORNIA

1957

REGULAR SESSION

Began Monday, January 7, 1957, and Adjourned

Wednesday, June 12, 1957

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## CHAPTER 790

*An act to amend Section 4533, and repeal Section 4534 of the Elections Code, relating to campaign statements.*

In effect  
September  
11, 1957

[Approved by Governor June 5, 1957. Filed with  
Secretary of State June 6, 1957.]

*The people of the State of California do enact as follows:*

SECTION 1. Section 4533 of the Elections Code is amended to read:

4533. Candidates for office to be filled by the voters of the State, or of any political division greater than a county, and for members of the Senate and Assembly, Representative in Congress, or members of the State Board of Equalization, or judges of the superior court, and treasurers of committees for such candidates, shall file one copy of their campaign statements in the Office of the Secretary of State, and one copy with the clerk of the county in which the candidate resides.

Candidates for all other offices, and treasurers of committees for such candidates, shall file one copy of their campaign statements in the office of the clerk of the county wherein the election is held.

SEC. 2. Section 4534 of said Code is repealed.

## CHAPTER 791

*An act conveying certain tidelands and lands lying under inland navigable waters, situate in San Francisco Bay, to the City of Sausalito, for public purposes and benefits, and providing for the government, management and control thereof, reserving rights to the State; and in connection therewith repealing Chapter 913 of the Statutes of 1951 and Chapter 534 of the Statutes of 1953.*

In effect  
September  
11, 1957

[Approved by Governor June 5, 1957. Filed with  
Secretary of State June 6, 1957.]

*The people of the State of California do enact as follows:*

SECTION 1. Chapter 913 of the Statutes of 1951 and Chapter 534 of the Statutes of 1953 are repealed.

SEC. 2. There is hereby granted and conveyed to the City of Sausalito, County of Marin, all of the right, title, and interest of the State of California, held by virtue of its sovereignty, in and to all tidelands and submerged lands of San Francisco Bay, whether filled or unfilled, situated and lying within the boundaries of the incorporated area of said city, as such boundaries exist on the effective date of this act, to be forever held by said city, and its successors, in trust for the uses and purposes and upon the express conditions following, to wit:

(a) That said lands shall be used by said city, and its successors, for the establishment, improvement and conduct of a harbor, including an airport or aviation facilities, and for the construction, maintenance and operation thereon of wharves, docks, piers, slips, quays and other utilities, structures, facilities and appliances necessary or convenient for the promotion and accommodation of commerce and navigation by air as well as by water, and for the construction, maintenance, and operation thereon of public buildings and public parks and playgrounds, and for public recreational purposes, and said city, or its successors, shall not at any time, grant, convey, give or alien said lands, or any part thereof, to any individual, firm or corporation for any purposes whatsoever; provided, that said city, or its successors, may grant franchises thereon and may lease said lands, or any part thereof, for limited periods (but in no event exceeding 50 years), for purposes consistent with the trust upon which said lands are held by the State of California, and with the requirements of commerce and navigation at said harbor, and collect and retain rents from such leases, franchises and privileges.

(b) That said lands shall be improved by said city without expense to the State, and shall always remain available for public use for all purposes consistent with the trust under which the State holds sovereign lands, and the State of California shall have at all times the right to use, without charge, all wharves, docks, piers, slips, quays, and other improvements and facilities constructed on said lands, or any part thereof, for any vessel or other watercraft or aircraft, or railroad, owned or operated by the State of California.

(c) That in the management, conduct or operation of said harbor, or of any of the utilities, structures or appliances mentioned in paragraph (a) hereof, no discrimination in rates, tolls or charges or in facilities for any use or service in connection therewith shall ever be made, authorized or permitted by said city or its successors.

(d) The absolute right to fish in the waters of said harbor, with the right of convenient access to said waters over said lands for said purpose, is hereby reserved to the people of the State of California.

(e) There is hereby excepted and reserved to the State of California all deposits of minerals, including oil and gas, in said lands, and to the State of California, or persons authorized by the State of California, the right to prospect for, mine, and remove such deposits from said lands.

(f) The lands herein described are granted subject to the express reservation and condition that the State may at any time in the future use said lands or any portion thereof for highway purposes without compensation to the city, its successors or assigns, or any person, firm or public or private corporation claiming under it, except that in the event improvements have been placed upon the property taken by the State for said purposes, compensation shall be made to the

person entitled thereto for the value of his interest in the improvements taken or the damages to such interests.

SEC. 3. The State Lands Commission shall, at the cost of the grantee, survey, monument, plat, and record in the Office of the Recorder of Marin County, the area of state lands described in this act. Said city shall enter into a contract with the State Lands Commission for surveying, monumenting and platting the area of state lands granted by this act, and shall, upon submission of invoices by the State Lands Commission, pay said costs as a condition precedent to the grant of lands hereunder.

SEC. 4. If any provision of this act or the application thereof to any person or circumstance is held invalid, the remainder of this act, or the application of such provision to other persons or circumstances, shall not be affected thereby.

#### CHAPTER 792

*An act to amend Section 2270 of the Health and Safety Code, relating to mosquito abatement districts.*

In effect  
September  
11, 1957

[Approved by Governor June 5, 1957. Filed with  
Secretary of State June 6, 1957.]

*The people of the State of California do enact as follows:*

SECTION 1. Section 2270 of the Health and Safety Code is amended to read:

2270. The district board may:

Powers

(a) Take all necessary or proper steps for the extermination of mosquitoes, flies, or other insects either in the district or in territory not in the district but so situated with respect to the district that mosquitoes, flies, or other insects from such territory migrate into the district.

(b) Subject to the paramount control of the county or city in which they exist, abate as nuisances all stagnant pools of water and other breeding places for mosquitoes, flies, or other insects either in the district or in territory not in the district but so situated with respect to the district that mosquitoes, flies, or other insects from such territory migrate into the district.

(c) Purchase such supplies and materials, employ such personnel and contract for such services as may be necessary or proper in furtherance of the objects of this chapter.

(d) If necessary or proper, in the furtherance of the objects of this chapter, build, construct, repair, and maintain, necessary dikes, levees, cuts, canals, or ditches upon any land, and acquire by purchase, condemnation, or by other lawful means, in the name of the district, any lands, rights of way, easements, property, or material necessary for any of those purposes.

# Exhibit B

LEASE  
OF  
PUBLIC TIDES AND SUBMERGED LANDS

This Lease is executed as of December 1, 1995, between the City of Sausalito, a municipal corporation ("Lessor" or "City") and the Golden Gate Bridge, Highway and Transportation District, a public district ("Tenant" or "District"), who agree as follows:

This Lease is made with reference to the following facts and objectives:

A. Lessor is the grantee of certain tide and submerged lands, filled and unfilled, within the city limits of the City of Sausalito, California, by grants from the State of California under Statutes of 1953, chapter 534, page 1795 and statutes of 1957, chapter 791, page 2002. Lessor holds title to these lands subject to the public trust which limits their use to purposes consistent with commerce, navigation and fisheries ("public trust"). The state grants are subject to a pre-existing lease between the state and Madden & Lewis Company, a partnership ("Madden") described in paragraphs C(1) and C(2). The grants further provide that the City may lease the granted lands for limited periods but not to exceed fifty (50) years.

B. Pursuant to a Judgment in Condemnation, filed June 24, 1976, Tenant condemned a portion of the Madden lease to operate a public ferry service and to construct improvements and facilities. The area that was condemned is described in Exhibit A. The Lessor now desires to lease directly to Tenant the property described in Exhibit B and depicted in Exhibit C. The property to be leased consists of tide and submerged lands, filled and unfilled, held by Lessor subject to the public trust requiring the lands be used for purposes consistent with commerce, navigation and fisheries ("Premises"). Tenant desires to enter into this Lease for the purpose of using the Premises for the continued operation of its ferry service. Tenant's present and proposed use of the Premises is consistent with the public trust.

C. Tenant's present occupancy has devolved under conveyances and agreements described as follows:

(1) March 25, 1952 - The State of California leased to Madden 9.2 acres of filled breakwater ("peninsula") on submerged land in Richardson Bay adjacent to the City of Sausalito for a term of fifteen (15) years commencing February 25, 1952, with the right to renew for two (2) additional periods of ten (10) years each.

(2) July 1, 1953 - By mutual agreement the area covered by the lease to Madden was increased to 11.22 acres.

(3) September 9, 1953 - The State Legislature enacted a statute granting and conveying to the City of Sausalito, among other property, certain tidelands and lands under navigable waters that were the subject of the Madden lease.

(4) March 14, 1955 - The City of Sausalito was formally substituted for the State in the Madden Lease. Madden exercised its option to renew the 1952 lease for two (2) additional periods of ten (10) years each, thus extending the term of its lease until February 24, 1987.

(5) June 18, 1957 - Madden subleased to Sausalito Yacht Club a site on a portion of the leased lands for a yacht clubhouse and berthing through February 23, 2002.

(6) December 26, 1958 - Madden and Wetco, Inc. (subsequently MacMarin, Inc.) entered into an option agreement, with a sublease attached, allowing MacMarin to sublease a portion of the peninsula for the maximum term permitted Madden under its original lease from the State (now City) for the purpose of developing a first class restaurant.

(7) May 5, 1959 - The Sausalito City Council, by Resolution No. 1475, approved the sublease from Madden to MacMarin commencing July 1, 1959 and terminating February 24, 2007 (later modified to terminate on February 23, 2002), on the condition of Madden's payment to the City of three percent (3%) of the annual gross receipts of MacMarin under the sublease commencing February 24, 1987 and ending February 24, 2007 (later modified to terminate on February 23, 2002).

(8) July 2, 1959 - The Sausalito City Council, by Resolution No. 1485, extended the 1952 Madden lease for fifteen (15) years from February 24, 1987 to February 23, 2002 on the condition that the City would be paid three percent (3%) of the annual gross receipts paid to Madden from the leased area during the fifteen (15) year extended term. The Resolution increased the area leased to Madden by adding 4.77 acres immediately adjoining the tide and submerged lands originally leased and incorporated the conditions and provisions of Resolution No. 1475 (but modifying the termination date to February 23, 2002).

(9) July 2, 1959 - Upon request of State Senator Eugene McAteer and the State Lands Commission, the lease between the City and Madden is reviewed by the State Attorney General. The Attorney General ruled that the lease was valid (34 Cal. Att'y Gen. 59-123 (1959)).

(10) August 15, 1970 - The Golden Gate Bridge, Highway and Transportation District began its public ferry service between San Francisco and Sausalito pursuant to a lease arrangement with Madden for a Sausalito ferry landing.

(11) November 6, 1974 - The Golden Gate Bridge, Highway and Transportation District filed a complaint in the Marin Superior

Court to condemn a portion of the Madden lease to operate a public ferry service and to construct improvements and facilities. The City intervened and the matter was heard at a non-jury trial on March 30, 1976. The Judgment in Condemnation, filed June 24, 1976, provided:

a. Upon the District's payment of \$79,500 to Madden, approximately 1.55 acres of the lease between Madden and the City shall be condemned for the District's uses to the year 2002. The entirety of the leasehold interest of Madden for that portion of property shall vest in the District.

b. Any taxes, penalties or assessments against the property up to the date of condemnation shall be prorated.

c. The City is not entitled to any compensation for the condemnation.

(12) November 7, 1979 - The City issued Conditional Use Permit No. 574 to Harbor Carriers, Inc. (Now Red & White Fleet) to allow Harbor Carriers to commence a passenger ferry service between downtown Sausalito and Fisherman's Wharf in San Francisco, following the District's approval of the use of its ferry terminal in Sausalito. Harbor Carriers was required to make certain improvements to the District's ferry terminal.

(13) February 1, 1982 - The Public Utilities Commission ordered the District to allow Harbor Carriers (now Red & White Fleet) to use the District's passenger ferry terminal in Sausalito and determined the rent Harbor Carriers must pay to the District.

(14) August 21, 1982 - Harbor Carriers commenced service using the District's passenger ferry terminal in Sausalito.

(15) September 1, 1991 - The City and Sausalito Yacht Harbor, as successor to Madden, executed a new lease for a smaller area until 2002 with three (3) options to extend until 2041 with an effective date of September 1, 1991. SYH agreed to surrender its interest in the sublease with MacMarin, Inc. and the City and MacMarin also negotiated their own lease.

(16) December 13, 1991 - District received a letter from the City requesting that the District ask SYH to surrender to the City any interest it might still have in the lands subject to the District's interests. In anticipation of future lease negotiations between the City and the District, the District postponed requesting SYH to surrender this interest.

(17) 1995 - The District and City both intend to make improvements to the leased premises, with the District responsible for constructing marine side improvements and the City responsible for constructing improvements to the land side area, bulkhead and arrival/departure piers.

D. Lessor and Tenant have agreed to the following terms for a new lease of the "Premises" described in Exhibit B and depicted in Exhibit C. It is the understanding of the parties that SYH has no residual interest in the lands subject to the District's interests. However, upon the execution and delivery of this Lease, Tenant agrees that upon request by Lessor, it will request that SYH confirm its surrender to Lessor of any interest it has in the lands that are the subject of the interest of the District.

E. This Lease has been concluded through negotiations under which Lessor has required that the consideration to be paid by Tenant for its Lease of the Premises reflect the present fair market rental value of the Premises with periodic adjustments through the term of this Lease based upon its highest and best use as a ferry terminal. Following appraisal instructions approved by the City and District, an appraisal was prepared by Semple Appraisals, Inc., dated June 1994.

W I T N E S S E T H:

ARTICLE 1 - Premises

1.1 Description

Lessor leases to Tenant and Tenant leases from Lessor real property located in the City of Sausalito, Marin County, of California, described in Exhibit B and depicted on Exhibit C. The property consists of tide and submerged lands, filled and unfilled, held by Lessor subject to the public trust requiring lands be used for purposes consistent with commerce, navigation, fisheries ("Premises").

1.2 Definitions.

The following terms are used to describe the property included in the leased Premises or near the leased Premises areas are depicted on the map attached as Exhibit C.

a. Float - The District-owned dock at which District ferry vessels and other vessels embark or disembark passengers.

b. Ramp - The District-owned structure connecting the float to the approach pier.

c. Approach Pier - The District-owned structure connecting the ramp to the arrival/departure pier.

d. Arrival/Departure Pier - The District-owned structure connecting the approach pier to the shore.

e. Bulkhead - The seawall that lies within and adjacent to the leased Premises.

f. Walkway - The sidewalk built on top of or behind the bulkhead and lies outside of the leased Premises.

g. The former "Berkeley" ferry slip structure - The ferry slip pilings comprised of the "gallows" and Northern and Southern Arms formerly used for the "Berkeley" ferry. The structure mostly lies within the leased Premises, except the ends of the Northern Arm and Southern Arm, which lies outside of the leased Premises within City property.

h. Tidal steps - Steps going from street level into the water that have been shown on the City's Waterfront Plan and will lie outside of the leased Premises.

## ARTICLE 2 - TERM

### 2.1 Term

The term shall commence on October 1, 1995 and shall continue for the lesser of fifty years or as long as the District or its successor or assign provides ferry service to Sausalito.

### 2.2 Termination of Lease

The District shall have the right to terminate this Lease for any reason whatsoever upon giving the City ninety (90) days prior written notice.

## ARTICLE 3 - USE

### 3.1 Permitted Uses

#### a. Permitted Uses.

Tenant is permitted to use the Premises for the maintenance and operation of a public ferry service and for ferry support facilities. Such uses include the following:

• Single deck ferry landing float used for docking District ferry vessels;

• Docking facilities for other vessels as approved by the District, including Red & White Fleet's vessels pursuant to an order of the Public Utilities Commission;

• Activities customarily incident or convenient to operation of the District's ferry service, including the approved improvements set forth in Section 5.4 of this Lease.

#### b. Scheduling.

The District expressly has the right to determine the schedule of its ferry service as well as any other use by any

vessels of the landing float without seeking approval from the City, in accordance with the City's Conditional Use Permit No. 574 to Harbor Carriers, Inc. dated November 7, 1979. If the City desires that a particular vessel be able to use the float, the City shall seek permission from the District which will not be unreasonably withheld.

c. Right of Access

The District and its officers, employees, agents, invitees and contractors shall have a right of access to the Premises through the adjoining municipal parking lot at no charge, including a right of access for any equipment necessary for the operation of the ferry service or maintenance of the Premises. Maintenance and operations vehicles shall have the right to park in the official parking space in the municipal parking lot as necessary and so long as it is available.

d. Substitute Vessel

The current vessel regularly scheduled for the Sausalito ferry service is the M.V. Golden Gate. The District shall have the right to use a substitute vessel for the Sausalito ferry service at any time if in the District's sole discretion such substitution is necessary due to the maintenance or repair of the currently scheduled vessel. No additional approvals from the City shall be necessary prior to the District's use of a substitute vessel for this reason. Use of a substitute vessel for any other reason, except in an emergency, shall require prior notification to the City.

The parties acknowledge that the M.V. Golden Gate is nearing the end of its useful life and funding for a replacement vessel is anticipated for fiscal year 1999-2000. The District acknowledges that in the City's opinion the design and configuration of the M.V. Golden Gate has played a major role in making it an attractive commute option to Sausalito riders for twenty-five years. Prior to selecting a replacement vessel, the District will consult with current riders, the City and the City's Ferry Riders' Committee on the type and configuration of the replacement vessel.

3.2 Compliance With Law

Tenant shall, at Tenant's expense, comply promptly with all applicable and legally binding statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating the use by Tenant of the Premises. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

ARTICLE 4 - CONSIDERATION/RENT AND OTHER PAYMENTS

4.1 Consideration/Rent

Tenant will pay Lessor the sum of \$600.00 per year as full payment for the use and occupancy of the Premises ("base rent") in advance annually. The first payment shall be made upon full execution of this Lease. Subsequent yearly payments shall be made no later than twenty days after the anniversary of the execution date. Payments shall be sent to:

City of Sausalito  
Finance Department  
P.O. Box 1279  
Sausalito, CA 94966

On every fifth (5th) year anniversary of the Lease during the entire term of the Lease, Lessor may seek an increase in the rental payment equal to the percentage increase in the Consumer Price Index (All Items) for the San Francisco/ Oakland/San Jose Area published by the U.S. Department of Labor, Bureau of Labor Statistics (1982-84=100) from the last anniversary date of the Lease. If the Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. The increased rental payment will be considered the new base rent.

No more often than every tenth (10th) year anniversary of this Lease, either party, at its cost and by giving notice to the other party, may appoint a real estate appraiser with at least five years of commercial and marina appraisal experience in the San Francisco Bay Area to appraise the Premises and determine the fair market rental value based on the highest and best use as a ferry terminal.

When giving such notice to the other party, the party giving notice shall make explicit reference to this paragraph 4.1. If a party does not appoint an appraiser within thirty (30) days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the base rent. If two appraisers are appointed by the parties as stated in this paragraph, they shall meet promptly and attempt to set the base rent. If they are unable to agree within sixty (60) days after the second appraiser has been appointed, they shall attempt to elect a third qualified appraiser within thirty (30) days. If they are unable to agree on the third appraiser, either of the parties to this Lease by giving written notice to the other party can elect to have the third appraiser appointed through arbitration as provided in Article 12. Each of the parties shall bear one half of the cost of appointing the third appraiser and of paying the third appraiser's fee.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the base rent in issue. In setting the applicable rate, the appraisers shall be guided by the criteria that the parties have agreed the rate will reflect. If a majority of the appraisers are unable to set the market rate within the stipulated period of time, the two closest of the three rate appraisals shall be added together and their total divided by two; the resulting quotient shall be the percentage rent rate for the use and period in question. The rent established by appraisal under this paragraph will be binding on the parties and shall be considered the new base rent. The appraisers shall promptly serve written notice of the established rent on the parties.

Once determined, the base rent rate(s) shall become effective as of the tenth (10th) year anniversary date and the parties shall, within thirty (30) days of written notice of the new rate(s), make appropriate adjustments between the amount of rent paid during the holdover period and the amount actually owing for such period under the new rate.

#### 4.2 Rent Includes All Tenant Payment Obligations

It is understood that the Lessor shall receive the rent set forth in Article 4 free and clear of any and all other taxes, liens, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Premises which may otherwise be provided under this Lease as an obligation of Tenant. All of such charges, costs and expenses shall constitute additional rent, and upon the failure of Tenant to pay any of such costs, charges or expenses, Lessor shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay rent. Any present or future law to the contrary shall not alter this agreement of the parties.

#### 4.3 Real Property Taxes; Possessory Interest Tax

Tenant recognizes that this Lease, or any sublease or license entered into by Tenant and Tenant's subtenant, licensees or others, may create a possessory interest pursuant to California Revenue and Taxation Code Section 107 and be subject to property taxation. Tenant shall insure payment of all taxes levied on any such possessory interest; all real property taxes and general and special assessments levied and assessed against the Premises; and any increase in such taxes or assessment made over the term of the Lease. All such tax bills shall be sent directly to Tenant from the tax collector. Tenant shall include a reference to this obligation in all subleases or licenses.

## ARTICLE 5 - MAINTENANCE, REPAIRS, ALTERATIONS AND ADDITIONS

### 5.1 Lessor's Obligation

Maintenance and Repair. In consideration of the execution of this Lease and the performance of Tenant's obligations hereunder, Lessor agrees to perform such ordinary maintenance and repair as is necessary to maintain the physical integrity of the bulkhead and walkway located adjacent to the Premises, the former "Berkeley" ferry slip structure located in and near the Premises and the tidal steps if built by the Lessor. "Ordinary maintenance and repair" means and includes the periodic inspection and replacement of deteriorated portions of the bulkhead and walkway elements adjacent to the Premises, the former "Berkeley" ferry slip structure until that structure is removed as contemplated by the parties and the tidal steps if built by Lessor. Lessor shall take reasonable precautions to minimize any interference with the conduct of Tenant's operations during the course of any such repair work and shall notify the District's Operations/Maintenance Manger at (415) 925-5573 at least two working days prior to undertaking such maintenance and repair work.

### 5.2 Lessor's Improvements

a. Planned Improvements. Lessor intends to commence constructing various improvements in Fiscal Year 1995-1996. These improvements include: construction of an additional arrival pier, upgrade of the current arrival/departure pier, upgrade of the bulkhead and improvements to the land side area. Lessor reserves the right, after prior written notice and coordination with Tenant to avoid any disruption with ferry operations, to enter and encroach on the Premises to the extent necessary for construction of these improvements. Any improvements within the leased Premises that are not currently included on the City's Master Plan shall require the District's approval.

b. Bulkhead and Walkway Improvements. Lessor may from time to time elect to replace the existing bulkhead and/or walkway thereon with a new bulkhead and/or a new walkway or to make other improvements to the area near the leased Premises. Lessor reserves the right, after prior written notice and coordination with Tenant to avoid any disruption with ferry operations, to enter and encroach on the Premises to the extent necessary to perform ordinary maintenance and repair and to construct a new replacement bulkhead or a new walkway thereon or other improvements to the area near the leased Premises.

c. Tidal Steps. If Lessor decides to construct tidal steps near the leased Premises, Lessor reserves the right, after prior written notice and coordination with Tenant to avoid any disruption with ferry operations, to enter and encroach on the Premises to the extent necessary to construct, maintain and repair the tidal steps.

d. Former "Berkeley" Ferry Slip Structure. At the time of executing this Lease, the parties intend to remove the former "Berkeley" ferry slip structure including the gallows and Northern and Southern Arms. The parties shall coordinate the removal to avoid any disruption in the ferry operations. The Tenant shall bear the cost of the removal of the Southern Arm and gallows. The Lessor shall bear the cost of removal of the Northern Arm. Tenant expressly disclaims any responsibility for the condition of the former "Berkeley" ferry slip structure.

### 5.3 Tenant's Obligations

Tenant shall keep in good order, condition and repair the Premises and every part thereof, including the float, ramp, approach pier and arrival pier and supporting pilings. Tenant also agrees to perform such ordinary maintenance and repair as is necessary to preserve the physical integrity of the bulkhead located within the leased Premises to the condition of the bulkhead at the time this Lease is executed. "Ordinary maintenance and repair" means and includes periodic inspection and replacement of deteriorated portions of the bulkhead within the leased Premises. Lessor agrees to permit the District to enter and encroach upon the City's property near the leased Premises to the extent necessary to perform ordinary maintenance and repair.

Tenant shall also undertake the daily upkeep of the walkway adjacent to the leased Premises including any fencing, signs, benches, landscaping, garbage and litter removal, newspaper racks and the replacement of light bulbs and light fixtures. This obligation of Tenant shall not include repair or replacement to the asphalt sidewalk or the public water fountain or information kiosk. The Tenant shall also maintain the backflow preventer in accordance with the Marin Municipal Water District's requirements.

On the last day of the term of this Lease, or on any sooner termination, Tenant shall surrender the Premises to Lessor in a condition clean and free of debris. If Tenant opts to remove the float, ramps, fixtures, machinery or equipment, then Tenant shall repair any damage to the Premises occasioned by the installation or removal. Tenant shall leave all power panels, electrical distribution systems, lighting fixtures, plumbing and fencing on the Premises in good operating condition.

### 5.4 Tenant's Improvements

a. Tenant shall not, without Lessor's prior written consent, make any major alterations, improvements, additions, or utility installations in, on or about the Premises, provided however that Lessor's consent shall not be unreasonably withheld, conditioned or delayed. "Major Alterations" mean any alteration the cost of which is estimated to exceed \$50,000, but shall not include repairs or replacements in, on, or about the Premises. As used in this section 5.4, "cost" shall mean the costs and expenses incurred by the Tenant as a result of employing or contracting with others to do the work and any cost and expense to the Tenant in

labor and materials expended making the alteration, improvement, addition, or utility installation by use of its own employees and materials.

b. Major alterations, improvements, additions or utility installations in, on or about the Premises that Tenant shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form, with proposed detailed plans. Lessor shall promptly act on Tenant's request for consent, and shall notify Tenant of its action. Upon Lessor's failure to act and notify Tenant within forty-five (45) days of the date of Tenant's request, Lessor shall be deemed to have given the requested consent. Consent shall be deemed conditioned upon Tenant acquiring any necessary permits for such work from appropriate governmental agencies, the furnishing of a copy thereof to Lessor prior to the commencement of the work and the compliance by Tenant of all conditions of said permit in a prompt and expeditious manner.

c. Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Where work is performed or materials furnished by persons other than Tenant, Tenant shall give Lessor not less than ten (10) days notice prior to the commencement of any such work or material supplied to the Premises, the cost of which is estimated will be in excess of \$25,000, and Lessor shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense defend itself and Lessor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Lessor or the Premises.

d. Notwithstanding anything in this Lease to the contrary, Tenant's float, ramp, approach pier and arrival/departure pier and fixtures attached thereto, and Tenant's machinery and equipment, whether installed before or after the date of this Lease, shall remain the property of Tenant and may be removed by Tenant at Tenant's option.

e. A new single deck landing float is planned to be constructed beginning in Fiscal Year 1995-96. The current plans for the new float show it the same length as the existing float but twenty (20) feet wider with the capability of docking a vessel on either side. The new float will be of steel or concrete construction and ramped to meet accessibility requirements for vessels currently using the float. The new location of the float will be immediately south and east of the Sausalito Yacht Club approximately one hundred twenty (120) feet out from the shoreline. The former "Berkeley" ferry slip structure shall be removed with each party paying the costs for removal of the structure pursuant to Section 5.1(f). The Lessor shall allow the District to use a

portion of the adjacent parking lot as an equipment lay-down area during construction, at no cost to the District. This improvement is approved by the Lessor and no further approval of the City will be necessary.

f. The installation of passenger weather protection is approved in concept by Lessor and any further approvals required by law shall not be unreasonably withheld by Lessor. This does not commit the Tenant to proceed with this improvement.

#### 5.5. Parties' Rights

a. If Tenant fails to perform Tenant's obligations under this Article 5, or under any other paragraph of this Lease, Lessor may at its option (but shall not be required to) enter upon the Premises thirty (30) days after prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf and put the same in good order, condition and repair, and the reasonable cost thereof shall become immediately due and payable in full.

b. If Lessor fails to perform its obligations under this Article 5, Tenant may at its option (but shall not be required to) upon thirty (30) days prior written notice to Lessor (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessor's behalf and put the same in good order, condition and repair, and the reasonable cost thereof shall become immediately due and payable in full.

### ARTICLE 6 - ASSIGNMENT AND SUBLETTING

#### 6.1 Assignment

Tenant shall not voluntarily assign its interest in this Lease or in the Premises, without first obtaining Lessor's consent, which consent shall not be unreasonably withheld, delayed or conditioned. Within thirty (30) days after the date of Tenant's request, Lessor may make written demand for reasonable financial information necessary to make a determination as to the suitability of the assignee. Upon receipt of such requested information from Tenant and in light of the information so obtained, Lessor may make written demand for such reasonable, additional financial information necessary to make a determination as to the suitability of the assignee. Upon receipt of all such requested information from Tenant, Lessor shall promptly act on Tenant's request for consent, by approving or disapproving the request, and shall notify Tenant of its action. Upon Lessor's failure to act and notify Tenant within forty-five (45) days of receipt of the financial information submitted by Tenant, Lessor shall be deemed to have given the requested consent, except that no approval shall be deemed to be given until ten (10) working days after notice has been given to Lessor and to the City Council of the City of Sausalito that Lessor has failed to respond within the forty-five

(45) day period and that upon the expiration of the tenth (10th) day following such notice, such approval shall be deemed given.

Any assignment without Lessor's prior consent shall be voidable and, at Lessor's election, shall constitute a default. Any such default shall be cured, if at all, only if within ten (10) days of written notification of such default Tenant immediately seeks Lessor's consent to such assignment which consent shall not be unreasonably withheld, delayed or conditioned. In the event Tenant so requests Lessor's consent, but such consent is not given, then the assignment shall be rescinded immediately, or if not, shall be deemed void, and Lessor shall be entitled to pursue its remedies through Article 10. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

Any assignment permitted pursuant to this Article shall be effective only upon the execution of an agreement required by Lessor by which the Assignee assumes the obligations of Tenant under this Lease.

On any assignment made in accordance with the provisions and conditions of this subsection and approved by the City Council after due consideration of the assignment, Tenant shall have no further obligation under this Lease and, as between Lessor and Tenant, shall be considered to have assigned to the Assignee all claims against Lessor arising under this Lease. Nothing herein contained shall be construed to release Tenant from any liability or obligation arising before the effective date of the assignment.

#### 6.2 Subleases; Concessions; Licenses; Permits

Tenant may enter into subleases, concessions or licenses for the ferry operations conducted on the Premises without Lessor's prior approval. Each sublease, concession or license that is entered into by Tenant shall be subject to the provisions of this Lease.

Such District subleases and licenses include, but are not limited to, continued use by Red & White fleet pursuant to the order of the Public Utilities Commission and the use of the docking facilities by other charter vessels as approved by the District. City approval shall be necessary for a sublease or license that significantly alters the frequency of the use of the float or the type of service provided at the float.

### ARTICLE 7 - INSURANCE, EXCULPATION AND INDEMNITY

#### 7.1 Public Liability and Property Damage

Tenant shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's

operation and use of the leased Premises. The cost of such insurance shall be borne by the Tenant.

a. Minimum Limits of Insurance. Tenant shall maintain coverage with limits no less than:

(1) General Liability: \$1,000,000 combined single limit per occurrence/aggregate for bodily injury, personal injury and property damage, inclusive of self-insured retentions.

(2) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident, inclusive of self-insured retentions. The District is a qualified Self-Insured for Workers' Compensation.

b. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability

(a) The Lessor, its officers, officials, employees, and those volunteers duly authorized to act, and acting pursuant to such authority for Lessor, are to be covered as insureds as respects: liability arising out of Premises occupied or used by the Tenant.

(b) Tenant's insurance coverage shall be primary insurance as respects the Lessor, its officers, officials, employees, or those volunteers duly authorized to act, and acting pursuant to such authority, for Lessor. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or those volunteers duly authorized to act, and acting pursuant to such authority for Lessor, shall be excess of the Tenant's insurance and shall not contribute with it.

(c) Coverage shall state that the Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the Lessor.

7.2 Increase in Amount of Public Liability and Property Damage Insurance

It is understood that the insurance requirements listed above are intended to be and are considered reasonably adequate as of the date this Lease is entered into to protect Lessor from

foreseeable risks resulting from the use of the Premises by Tenant in the regular course of operating a ferry terminal. It is the intent at the time of entering into this Lease that the level of protection provided by the above limits of insurance be maintained during the term of this Lease and any extension of it.

Not more frequently than each five (5) lease years, if, in the opinion of Lessor's insurance consultant, the amount of liability damage insurance coverage under section 7.1 at that time is not adequate as it relates to the Premises, the amount of insurance coverage shall be subject to adjustment. Such adjustment shall not increase the required amount of insurance coverage by more than the percentage increase in the cost of living between the date the amount of such insurance coverage was last set or adjusted and the date of the adjustment. The cost of living shall be determined by the Consumer Price Index (All Items) for the San Francisco/Oakland/San Jose Area published by the U.S. Department of Labor, Bureau of Labor Statistics (1982-84=100). If the index is discounted or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discounted or revised.

### 7.3 Indemnity

Tenant shall indemnify, hold harmless and defend Lessor from and against any and all claims, damages, losses or liabilities arising from: (1) Tenant's use of the Premises; (2) Tenant's conduct of business on the Premises; (3) any activity, work or things done, permitted or suffered by Tenant on the Premises; (4) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (5) any negligence, willful misconduct or intentional act of Tenant, or any of Tenant's agents, officers, officials, contractors, employees or volunteers on the Premises; (6) wakes, waves, water action caused solely by Tenant's boats or ferries. As set forth above, Tenant shall indemnify Lessor from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim, or any action or proceeding brought thereon. If any action or proceeding is brought against Lessor by reason of such claim, Tenant upon notice from Lessor shall defend the same at Tenant's expense. Tenant, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons within the Premises arising from any cause, and Tenant hereby waives all claims in respect thereto against Lessor, except claims arising from (1) any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease; (2) any negligence, willful misconduct or intentional acts of Lessor or any of Lessor's agents, officers, officials, employees, contractors or volunteers; (3) the bulkhead outside of the Premises, the property outside of the Premises supported by the bulkhead, the walkway, and the former "Berkeley" ferry slip structure, including without limitation Lessor's failure to maintain or repair, or negligently maintain or repair, the bulkhead outside of the Premises, the property outside the Premises

supported by the bulkhead, the walkway, or the former "Berkeley" ferry slip structure; or (4) the existence, location, ownership, design, construction, condition, use or maintenance of any tidal steps built adjacent to or near the Premises, except for all claims, damages, losses or liabilities caused by the intentional wrongful acts of Tenant. As used in this paragraph, "Tenant" includes any subtenant or other party using the Premises with the permission of Tenant, but excludes the Red & White Fleet and any other person or entity which is entitled to use or conduct business on the Premises pursuant to any court or governmental order, law, action or decision.

Nothing in this section requires or shall be interpreted to require Tenant to assume the risk of or indemnify, hold harmless or defend Lessor against any claims, damages, injuries, losses or liabilities arising from (1) any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease; (2) any negligence, willful misconduct or intentional acts of Lessor or any of Lessor's agents, officers, officials, employees, contractors or volunteers; (3) the bulkhead outside of the Premises, the property outside the Premises supported by the bulkhead, the walkway, and the former "Berkeley" ferry slip structure, including without limitation Lessor's failure to maintain or repair, or negligently maintain or repair, the bulkhead outside of the Premises, the property outside the Premises supported by the bulkhead, the walkway, or the former "Berkeley" ferry slip structure; or (4) the existence, location, ownership, design, construction, condition, use or maintenance of any tidal steps built adjacent to or near the Premises, except for all claims, damages, losses or liabilities caused by the intentional wrongful acts of Tenant.

Lessor shall indemnify, hold harmless and defend Tenant from and against any and all claims, damages, losses or liabilities arising from (1) any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease; (2) any negligence, willful misconduct or intentional act of Lessor or any of Lessor's agents, officers, officials, contractors, employees or volunteers; (3) the bulkhead outside of the Premises, the property outside the Premises supported by the bulkhead, the walkway and the former "Berkeley" ferry slip structure, including without limitation Lessor's failure to maintain or repair the bulkhead outside the Premises, the property outside the Premises supported by the bulkhead, the walkway and former "Berkeley" ferry slip; or (4) the existence, location, ownership, design, construction, condition, use or maintenance of any tidal steps adjacent to or near the Premises, except for all such claims, damages, losses or liabilities caused by the intentional wrongful acts of Tenant. As set forth above, Lessor shall indemnify Tenant from and against all costs, attorney fees, expenses and liabilities incurred in defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Tenant by reason of such claim, Lessor, upon notice from Tenant, shall defend the same at Lessor's expense. Lessor, as a material part of consideration to Tenant, hereby assumes all risk of damage

to property or injury to persons arising, concerning or related to the existence, location, ownership, design, construction, condition, use or maintenance of any tidal steps adjacent to or near the Premises, except for all such claims, damages, losses or liabilities caused by the intentional wrongful acts of Tenant.

#### ARTICLE 8 - UTILITIES

##### 8.1 Utilities

Tenant shall pay for all water, gas, heat, lights, power, telephone service, garbage service, sanitary service, and all other services supplied to the Premises, whether the same are furnished or supplied by private individuals, public utilities or municipal corporations together with any taxes. If any such utility services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Lessor of all charges jointly metered with other properties.

#### ARTICLE 9 - CONDEMNATION

##### 9.1 Definitions.

a. "Condemnation" means (a) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor and (b) a voluntary sale or transfer by Lessor to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

b. "Date of taking" means the date the condemnor has the right to possession of the property being condemned.

c. "Award" means all compensation, sums, or anything of value awarded, paid, or received on a total or partial condemnation.

d. "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

##### 9.2 Parties' Rights and Obligations To Be Governed by Lease

If, during the term or during the period of time between the execution of this Lease and the date the term commences, there is any taking of all or any part of the Premises or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to this Article 9.

##### 9.3 Total Taking

If the Premises are totally taken by condemnation, this Lease shall terminate on the date of the taking.

9.4 Partial Taking

If less than all of the Premises is taken by condemnation this Lease shall remain in effect, except that Tenant can elect to terminate this Lease if the remaining portion of the improvements that are a part of the Premises is rendered unsuitable for Tenant's continued use of the Premises.

9.5 Effect on Rent

If any portion of the Premises is taken by condemnation and this Lease remains in full force and effect, on the date of taking the annual rent shall be reduced by an amount that is in the same ratio to the annual rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the date of taking.

9.6 Award-Distribution

In the event of a total, substantial or partial taking, the rights of the parties with respect to the award shall be as the parties then agree to be just and equitable under all circumstances, regardless of any technical rule of law, having in mind the economics of operating any remaining portion of the Premises and improvements, the cost of restoration, and the balance of the term remaining, among other relevant considerations. If Lessor and Tenant do not agree within thirty (30) days after the amount of the award is finally determined, the undecided questions shall be decided by arbitration pursuant to Article 12.

9.7 Taking for Temporary Use

On any taking of the temporary use of all or any part or parts of the Premises or improvements or both for a period not to exceed one year, neither the term nor the rent shall be reduced or affected in any way, and Tenant shall be entitled to any award for the use or estate taken. If a result of the taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them economically viable and a practical whole, Tenant shall receive, hold, and disburse the award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens and claims, Tenant shall be entitled to any surplus.

If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for total, substantial and partial takings.

## ARTICLE 10 - DEFAULT

### 10.1 Tenant's Default

The occurrence of any of the following shall constitute a default by Tenant:

- a. Failure to pay rent when due, if the failure continues for twenty (20) days after written notice has been received by Tenant.
- b. Abandonment and vacation of the Premises (failure to occupy and operate the Premises without good cause for thirty (30) consecutive days shall be deemed an abandonment and vacation).
- c. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been served on Tenant. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default.

Notices given under this paragraph shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Lessor so elects in the notice.

The purpose of the notice requirements set forth in this paragraph is to extend the notice requirements of the unlawful detainer statutes of California.

### 10.2 Lessor's Remedies

Lessor shall have the following remedies if Tenant commits a default and said default is not cured within any specific time limits that may be provided and as otherwise provided in this Lease. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

a. Tenant's Right to Possession Not Terminated. Lessor can continue this Lease in full force and effect, and the Lease will continue in effect as long as Lessor does not terminate Tenant's right to possession, and Lessor shall have the right to collect rent when due.

b. Termination of Tenant's Right to Possession. Lessor can terminate Tenant's right to possession of the Premises at any time upon a default as defined in Section 10.1 of this Lease, provided that termination of the right to possession shall terminate this Lease.

c. Lessor's Right to Cure Tenant's Default. Subject to the provisions of section 5.3 of this Lease, Lessor, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Lessor at any time, by reason of Tenant's default, is reasonably required to pay any sum or to do any act that requires the payment of any sum, the reasonable amount thereof paid by Lessor shall be due immediately from Tenant to Lessor at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Lessor until Lessor is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

### 10.3 Interest on Unpaid Rent

Rent not paid when due shall bear interest from the date due until paid at ten percent (10%) per annum or the maximum rate an individual is permitted by law to charge, whichever is less.

### 10.4 Late Charge

Tenant acknowledges that late payment by Tenant to Lessor of rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such cost being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Lessor by the terms of any encumbrance and note secured by any encumbrance covering the Premises. Therefore, if any installment of rent due from Tenant is not received by Lessor when due, Tenant shall pay to Lessor an additional sum of five percent (5%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Lessor will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Lessor from exercising any of the other rights and remedies available to Lessor.

### 10.5 Lessor's Default

Lessor shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform if the failure to perform is not cured within thirty (30) days after notice of default has been given by Tenant to Lessor.

If the default cannot reasonably be cured within thirty (30) days, Lessor shall not be in default of this Lease if Lessor commences to cure the default within the 30-day period and diligently and in good faith continues to cure the default. Subject to such right to cure, and subject to section 5.3 of this Lease, Tenant, at any time after Lessor commits a default, can cure the default at Lessor's cost. If Tenant at any time, by reason of Lessor's default, is reasonably required to do any act that requires the payment of any sum, the reasonable amount thereof paid

by Tenant shall be due immediately from Lessor to Tenant at the time the sum is paid, and if paid at a later date shall bear interest at ten percent (10%) per annum or the maximum rate an individual is permitted by law to charge, whichever is less, from the date the sum is paid by Tenant until Tenant is reimbursed by Lessor. If Lessor fails to reimburse Tenant as required by this paragraph, Tenant shall have the right to withhold from future rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest thereon.

These remedies are not exclusive but are in addition to any other remedies provided in other specific provisions of this Lease.

#### ARTICLE 11 - ADVERTISING

##### 11.1 Signs.

Lessor agrees that Tenant may place or permit to be placed any projecting sign, marquee, letterings or awning on the front of the Premises without written consent of Lessor. Tenant shall be responsible for all costs related to signs, marquees, awnings, and letterings including, not by way of limitation, costs associated with erection, installation, maintenance, and servicing. All signs, marquees, awnings or letterings shall be subject to all statutes, rules and regulations of any and all applicable governmental authorities.

#### ARTICLE 12 - ARBITRATION

##### 12.1 Disputes Subject to Arbitration

Either party may require the arbitration of any matter and enforcement of the rights and obligations of the parties under this Lease.

##### 12.2 Initial Mediation

With respect to any dispute between the parties that is to be resolved by arbitration as provided in Section 12.1, the parties shall attempt in good faith first to mediate such dispute and use their best effort to reach agreement on the matters in dispute. Within five (5) days of the request of any party, the requesting party shall attempt to employ the services of a third person mutually acceptable to the parties to conduct such mediation within five (5) days of his appointment. If the parties are unable to agree on such third person, or, if on completion of such mediation, the parties are unable to agree and settle the dispute, then the dispute shall be referred to arbitration in accordance with Section 12.3.

### 12.3 Arbitration

Any dispute between the parties that is to be resolved by arbitration as provided in Section 12.1 shall be settled and decided by arbitration conducted by Judicial Arbitration and Mediation Services or other arbitration service agreed to by the parties, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held and conducted in a mutually agreeable location before one arbitrator who shall be selected by mutual agreement of the parties. If agreement is not reached on the selection of an arbitrator within fifteen (15) days, then such arbitrator shall be appointed by the presiding judge of the superior court of the County of Marin.

The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however, to the following:

a. Any demand for arbitration shall be in writing and must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

b. The arbitrator appointed must be a former or retired judge or an attorney with at least ten (10) years experience in real property and commercial matters, or a non-attorney with like experience in the area of dispute.

c. All proceedings involving the parties, at the request of either party, shall be reported by a certified shorthand court reporter and written transcripts of the proceedings shall be prepared and made available to the parties.

d. The arbitrator shall prepare in writing and provide to the parties factual findings and the reasons on which the decision of the arbitrator is based.

e. Final decision by the arbitrator must be made within ninety (90) days from the date the arbitration proceedings are initiated.

f. In the event the arbitrator determines that the non-prevailing party caused the issue to be arbitrated without substantial merit, or that the prevailing party reasonably responded to the issue during pre-arbitration proceedings or the proceeding conducted pursuant to section 12.2, then, unless the arbitrator for good cause determines otherwise, the non-prevailing party shall pay the costs and fees of the arbitrator, and the prevailing party shall be awarded some or all of its reasonable attorneys' fees, expert and nonexpert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration. However, if the arbitrator determines that the issues

raised and resolved through arbitration resulted from an ambiguity in the lease or a reasonable misunderstanding of a provision in it, or as a consequence of changed circumstances not anticipated at the execution of the lease or adequately reflected in it, then each side shall bear its own costs, fees and expenses, and shall share the costs and fees of the arbitrator resulting from such arbitration.

g. The award or decision of the arbitrator, which may include equitable relief, shall be final and judgment may be entered on it in accordance with applicable laws in any court having jurisdiction over the matter.

#### ARTICLE 13 - NOTICES

##### 13.1 Notices

All notices to be given to either party pursuant to the provisions of this Lease, or pursuant to any applicable provisions of law, shall be in writing, and shall be served upon Tenant or Lessor personally, or by United States registered or certified mail, postage prepaid, and addressed to Tenant at Secretary of the District, Golden Gate Bridge, Highway and Transportation District, Box 7000, Presidio Station, San Francisco, CA 94129-0601 or to the Lessor as follows: City Manager, City of Sausalito, 420 Litho Street, P.O. Box 1279, Sausalito, California 94966. Either party may change such address by notifying the other party.

#### ARTICLE 14 - WAIVER

##### 14.1 Waiver

No delay or omission in the exercise of any right or remedy of either party on any default by the other party shall impair such a right or remedy or be construed as a waiver.

The receipt and acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

Either party's consent to or approval of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary the consenting party's consent to or approval of any subsequent act by the other party.

Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

ARTICLE 15 - ATTORNEY'S FEES

15.1 Attorneys Fees

If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys fees and costs of suit. Notwithstanding the foregoing, any award of attorneys fees and costs in any arbitration pursuant to Article 12 of this Lease shall be governed by the provisions of Article 12.

ARTICLE 16 - SURRENDER

16.1 Surrender

Unless provided otherwise by other specific provisions of this Lease, on expiration of thirty (30) days after expiration of the term, Tenant shall surrender to Lessor the Premises in good condition (except for ordinary wear and tear). At the District's sole option, it may remove any improvements (including but not limited to the float, ramp and approach pier) and return the property to its original condition; or make arrangements for the City to purchase the improvements; or make arrangements for a third party to purchase the improvements.

If Tenant fails to surrender the Premises to Lessor thirty (30) days after expiration of the term as required by this section, Tenant shall hold Lessor harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding Tenant resulting from Tenant's failure to surrender the Premises.

ARTICLE 17 - HOLDING OVER

17.1 Holding Over

If Tenant, with Lessor's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Lessor to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on thirty (30) days notice given at any time by either party. During any such month-to-month tenancy, Tenant shall pay all rent required by this Lease in effect for the period immediately preceding the expiration or termination of the term, and the prorated portion of annual rent required by this Lease shall be paid monthly on or before the fifteenth (15th) day of each month. All provisions of this Lease except those pertaining to term shall apply to the month-to-month tenancy.

## ARTICLE 18 - MISCELLANEOUS PROVISIONS

### 18.1 Existing Interest

Upon written request by Lessor, District will request that SYH immediately surrender to Lessor any interest it has in the lands which are the subject of the interest of the District.

### 18.2 Time of Essence

Time is of the essence of each provision of this Lease.

### 18.3 Successors

This Lease shall be binding on and inure to the benefit of the parties and their successors.

### 18.4 Covenants and Conditions

All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

### 18.5 Captions

The captions of this Lease shall have no effect on its interpretation.

### 18.6 Singular and Plural

When required by the context of this Lease, the singular shall include the plural.

### 18.7 Joint and Several Obligations

"Party" shall mean Lessor or Tenant; and if more than one person or entity is Lessor or Tenant, the obligations imposed on that party shall be joint and several.

### 18.8 Severability

The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

### 18.9 Exhibits

All exhibits referred to are attached to this Lease and incorporated by reference.

### 18.10 Recitals

Each of the recitals set forth in the preface to this Lease are incorporated into this Lease, and where necessary, shall be referred to in interpreting this Lease and its intent.

18.11 California Law

This Lease shall be construed and interpreted in accordance with the laws of the State of California.

18.12 Memorandum of Lease

This Lease shall not be recorded, except that if either party requests the other party to do so, the parties shall execute a memorandum of lease in recordable form.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year set forth below.

For Lessor: City of Sausalito

Date: 10-17, 1995

By: [Signature]  
Title: Mayor

Attest:

[Signature]  
City Clerk, Deputy

Approved as to form:

[Signature]  
City Attorney

For Tenant: Golden Gate Bridge, Highway & Transportation District

Date: December 1, 1995

By: [Signature]  
Title: President, Board of Directors

Attest:

[Signature]  
Secretary of the District

Approved as to Form:

[Signature]  
Attorney for the District

List of Exhibits

- Exhibit A: Description of lease interest condemned in 1976  
Exhibit B: Description of the Premises  
Exhibit C: Map of the Premises



Description of Lease Interest Condemned by  
Golden Gate Bridge, Highway and Transportation District in 1976

All that certain real property situate in the City of Sausalito, County of Marin,  
State of California, and more particularly described as follows:

Beginning at a point on the easterly edge of Railroad Avenue as said easterly edge  
is shown on the "Record of Survey of a portion of the lands of the City of Sausalito"  
recorded in Book 12 of Records of Survey at page 50, Marin County records, said  
point being also the most southwesterly corner of the leased lands of Sausalito  
Yacht Club as shown on said record of survey; thence easterly along the southerly  
line of said Sausalito Yacht Club south  $75^{\circ}09'17''$  east, 115.00 ft. thence north  
 $83^{\circ}50'43''$  east, 111.00 ft. to the southeasterly corner of said Sausalito Yacht Club;  
thence leaving said southerly line and running north  $50^{\circ}15'48''$  east, 228.18 ft. to  
a point on the most easterly lease line shown on said record of survey; thence  
southerly along said easterly lease line south  $5^{\circ}57'17''$  east, 282.30 ft. to point H  
as shown on said record of survey; thence north  $88^{\circ}49'43''$  west, 356.72 ft; thence  
south  $1^{\circ}10'17''$  west, 22.79 ft. to point G as shown on said record of survey;  
thence north  $54^{\circ}56'07''$  west; 67.48 ft. to point F as shown on said record of survey,  
said point being also on said easterly edge of Railroad Avenue; thence northerly  
along said easterly edge of Railroad Avenue north  $6^{\circ}09'17''$  west, 129.95 ft. to the  
point of beginning containing an area of 1.55 acres, more or less.

EXHIBIT A

EXHIBIT "B"

All that certain real property situate in the City of Sausalito, County of Marin, State of California, and more particularly described as follows:

Beginning at a point on the easterly edge of Railroad Avenue as said easterly edge is shown on the "Record of Survey of a portion of the lands of the City of Sausalito" recorded in Book 12 of Records of Survey at page 50, Marin County records, said point being also the most southwesterly corner of the leased lands of Sausalito Yacht Club as shown on said record of survey; thence easterly along the southerly line of said Sausalito Yacht Club south  $75^{\circ}09'17''$  east, 29.00 ft.; thence south  $79^{\circ}59'16''$  east, 110.67 ft.; thence north  $83^{\circ}50'43''$  east, 274.65 ft. to a point on the most easterly lease line shown on said record of survey; thence southerly along said easterly lease line south  $5^{\circ}57'17''$  east, 156.08 ft. to point H as shown on said record of survey; thence north  $88^{\circ}49'43''$  west, 356.72 ft.; thence north  $27^{\circ}12'27''$  west, 41.00 ft.; thence north  $7^{\circ}16'14''$  west, 25.65 ft.; thence north  $30^{\circ}0'0''$  west, 26.00 ft.; thence north  $70^{\circ}0'0''$  west, 11.00 ft.; thence north  $14^{\circ}50'55''$  east, 32.99 ft.; north  $75^{\circ}09'17''$  west, 32.00 ft., said point being also on the easterly edge of Railroad Avenue; thence northerly along said easterly edge of Railroad Avenue north  $6^{\circ}09'17''$  west, 17.00 ft., to the point of beginning containing an area of 1.18 acres, more or less.

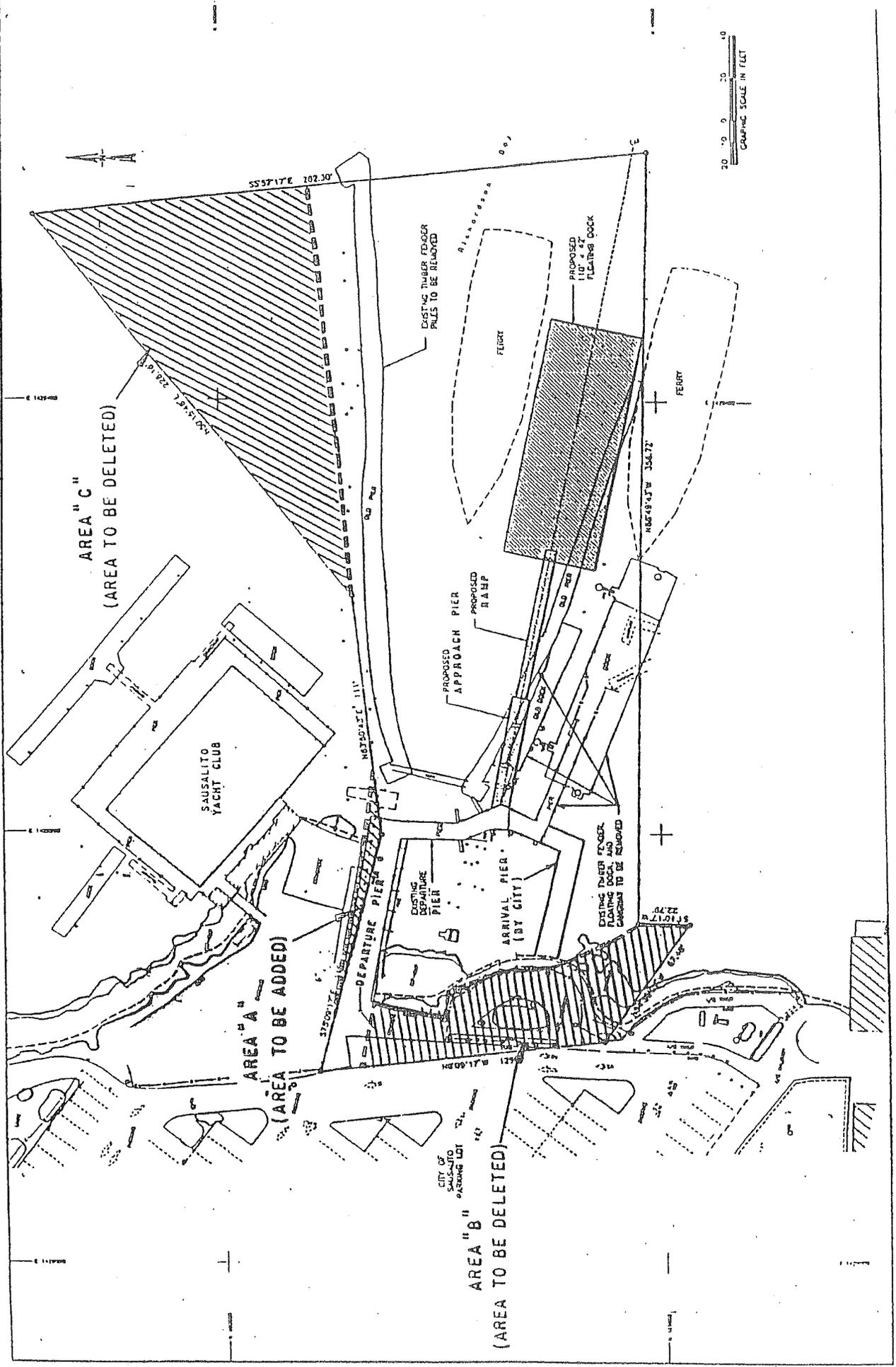


EXHIBIT C

# Exhibit C



# CITY OF SAUSALITO

420 Lillo Street Sausalito, CA 94965  
Telephone: (415) 289-4100  
www.ci.sausalito.ca.us

May 6, 2015

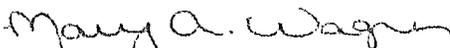
Amorette M. Ko-Wong, Secretary  
Golden Gate Bridge Highway & Transportation District  
PO Box 7000  
Presidio Station  
San Francisco, California 94129-0601

**Subject:** *Denial of Proposed Sausalito Ferry Landing Major Alterations; Lease of Public Tides and Submerged Lands between the City of Sausalito ("City") and the Golden Gate Bridge Highway and Transportation District ("District") dated December 1, 1995 (the "Lease")*

Dear Ms. Ko-Wong:

The purpose of this letter is to inform you that in accordance with Section 5.4 of the Lease the City Council as Lessor acted to deny consent to the major alterations proposed by the District as set forth in the plans submitted by the District dated March 24, 2015. Enclosed is a copy of City Council Resolution No. 5512 setting forth this action.

Sincerely,  
**City of Sausalito**

  
Mary Anne Wagner, City Attorney

Encl.

cc: Adam Politzer, City Manager  
Danny Castro, Community Development Director  
Lilly Schinsing, Administrative Analyst  
Denis Mulligan, General Manager  
Kimon Manolius, Esq.  
Michael Conneran, Esq.

FAX NUMBERS:

Administration: (415) 289-4167  
Recreation: (415) 289-4189

Community Development: (415) 339-2256

Library: (415) 331-7943  
Public Works: (415) 289-4133

RESOLUTION NO. 5512

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAUSALITO DENYING  
CONSENT FOR THE MAJOR ALTERATIONS TO THE SAUSALITO FERRY LANDING  
PROPOSED BY THE GOLDEN GATE BRIDGE, HIGHWAY, AND TRANSPORTATION  
DISTRICT

---

WHEREAS, the Golden Gate Bridge, Highway, and Transportation District (District) proposes to remove the existing passenger boarding system at the Ferry Landing in downtown Sausalito and construct a new boarding system; and

WHEREAS, the September 17, 1995 lease between the City of Sausalito and the District for use of City property for ferry operations requires that prior to making any major alterations, improvements, additions, or utility installations the District obtain the City's consent; and

WHEREAS, City consent has not been granted for the proposed project; and

WHEREAS, on February 10, 2015 the City Council approved a public review process for the Ferry Landing project which included one study session and two public hearings before the Planning Commission and Historic Landmarks Board with direction to the Planning Commission and Historic Landmarks Board to provide a determination on the Design Review Permit Findings in Sections 10.46.060.F, 10.46.060.H and 10.54.050.D of the Sausalito Municipal Code; and

WHEREAS, on March 11, 2015 the Planning Commission and Historic Landmarks Board conducted a noticed study session, at which time all interested persons were given an opportunity to be heard and the Planning Commission and Historic Landmarks Board provided direction to the District on design alternatives and feedback on the size of the project; and

WHEREAS, on April 1, 2015 the Planning Commission and Historic Landmarks Board conducted a noticed public hearing, at which time all interested persons were given an opportunity to be heard and the Planning Commission and Historic Landmarks Board provided direction to the District regarding decreasing the size of the project; and

WHEREAS, on April 15, 2015 and April 29, 2015 the Planning Commission and Historic Landmarks Board conducted a noticed public hearing, at which time all interested persons were given an opportunity to be heard and adopted Resolution No. 2015-08, which provided a recommendation to the City Council in the form of Planning Commission and Historic Landmarks Board determination of the project's consistency with each of the Design Review Findings in Sections 10.46.060.F, 10.46.060.H and 10.54.050.D of the Sausalito Municipal Code; and

WHEREAS, on May 5, 2015 the City Council conducted a public meeting on the District's project in order to determine if consent would be given for the District's project.

**NOW, THEREFORE, THE CITY COUNCIL HEREBY RESOLVES:**

**Section 1:** In accordance with Section 5.4 of the Lease the City Council as Lessor hereby denies consent to the major alterations proposed by the Golden Gate Bridge Highway and Transportation

District as set forth in the plans dated submitted March 24, 2015, for all of the reasons set forth in the record including, without limitation the following:

- The planning for waterside and landside improvements should be in tandem
- The overall size of the project is too large and should be reduced
- The project is not compatible with the historic district
- The proposed belvederes add unnecessarily to the size of the project
- The overall design negatively impacts the Sausalito Yacht Club and the Inn Above Tides
- Improvements are outside the boundaries of the leased area
- The City cannot yet determine whether the Project has been adequately analyzed pursuant to CEQA's requirements, as set forth in Section 3
- The project did not consider historic designations and historic context.

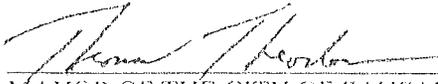
**Section 2:** The City Council hereby rescinds the Encroachment Permit issued on October 17, 2014 for the temporary location of the docking facilities outside of the leased area during construction of the permanent alterations.

**Section 3:** The City cannot yet determine whether the Project has been adequately analyzed pursuant to CEQA's requirements. The District's Mitigated Negative Declaration ("MND") failed to consider the fact that the Project is located within the Historic Overlay District. Substantial proposed project changes, including the addition of the Belvederes, were not analyzed in the MND. Changed circumstances exist with respect to the circumstances under which the Project is undertaken, including significant increases in passenger and bike counts. While the MND states that the capacity of the Ferry Terminal would be unaffected by the Project, new information recently provided by the District suggests that the Project will increase the capacity of the terminal. Accordingly, further environmental review or documentation may be required pursuant to CEQA Guideline 15162 or 15164.

**Section 4:** The City Attorney is directed to notify the District and the Bay Conservation and Development Commission of this action.

**RESOLUTION PASSED AND ADOPTED**, at the regular meeting of the City Council on the 5th day of May, 2015, by the following vote:

**AYES:** Councilmembers: Hoffman, Pfeifer, Withy, Mayor Theodore  
**NOES:** Councilmembers: None  
**ABSENT:** Councilmembers: None  
**ABSTAIN:** Councilmembers: Weiner

  
MAYOR OF THE CITY OF SAUSALITO

ATTEST:

  
CITY CLERK

# Exhibit D



2550 NINTH STREET  
S U I T E 2 0 5  
BERKELEY CA 94710  
5 1 0 . 5 4 0 . 4 8 8 2  
FAX 510.540.1154

## **Peer Review Evaluation of Visual Simulations Sausalito Ferry Terminal Project**

Prepared for Sheppard, Mullin, Richter & Hampton LLP  
June 1, 2016

### **1. Introduction**

Environmental Vision was retained to review and evaluate a set of computer-generated renderings or visual simulations prepared by the Golden Gate Bridge, Highway, and Transportation District (the District) for proposed improvements to the Ferry Landing in the City of Sausalito (the City). The overall approach to conducting the peer review focused on determining whether the visual simulation images are generally accurate. Environmental Vision performed this evaluation to support the City review and decision making process.

### **2. Selection of Simulation Views for Peer Review**

The District produced a set of computer-generated visual simulations of the proposed project from eight viewpoints that were requested by members of the public. The locations of these simulation views, numbered 1 through 8, are shown on Attachment 1. In consultation with City staff, Environmental Vision selected four of the simulations as the focus of this peer review evaluation. The selected view locations are also shown on Attachment 1 and include the following:

- View 3: Yacht Club looking southeast from a distance of approximately 120 feet;
- View 6: Plaza (at a mid-point) looking east from a distance of approximately 150 feet;
- View 7: south end of the Plaza, looking east from a distance of approximately 200 feet;
- View 8: along Bridgeway, looking north/northeast from a distance of approximately 600 feet.

This subset of selected viewpoints provide representation of important key viewing locations and, when taken together, the four views show a representative range of potential visual effects associated with proposed improvements to the existing Ferry Terminal and thus provide a sound basis for peer review.

### **3. Methodology**

The following materials were reviewed in conjunction with this peer review evaluation:

- 1) Written description outlining the simulation modeling and rendering procedures;
- 2) Information regarding camera models and lenses used for simulation photographs;
- 3) Four pairs of high resolution digital visual simulation and existing view images;
- 4) CAD files with site survey base drawing, and proposed site plan (Moffatt and Nichol);
- 5) A 3D digital model – 3dsMax format;
- 6) Plan and elevation drawings of new/modified ferry terminal structures (Moffatt and Nichol);  
and
- 7) Aerial photography (ESRI).



Additionally, Environmental Vision obtained and reviewed tidal and water level data from the National Oceanic and Atmospheric Administration (NOAA) for the times and dates that correspond to the simulation photography. It was noted that the tidal water level range in this location is over 6 feet. References to elevations below are in relation to the tidal datum or mean lower low water (MLLW). Except where noted, the District is the source of data listed above.

Using project design and existing conditions data, Environmental Vision prepared a 3D digital project model by combining the site plan, topographic, and 3dsMax model. Perspective views were set up to match the four selected digital simulation photographs, based upon camera and lens information, and simulation viewpoint location data. The comments below are based on the results of comparing the scaled plots from the 3D model with the simulation images prepared by the District as well as reviewing available project information including digital design drawings.

#### **4. Evaluation Results**

The written descriptions provided by the District indicate that professionally accepted photography methods and computer modeling and rendering techniques were employed to produce the visual simulations. All of the photographs except View 7 were taken with a Nikon D5100 digital camera on October 29, 2015 at a high tide (approximately 6.1 feet). The 16 millimeter (mm) camera lens used represents a horizontal view angle of 74 degrees, which is equivalent to a 24 mm wide-angle lens on a 35 mm camera. For comparison, the view angle of a standard 50 mm lens is 40 degrees. View 7 was taken with a HP-R607 digital camera and 5.8 mm lens. This represents a view angle of 54 degrees, which is equivalent to a 35 mm wide-angle lens. The View 7 photograph was taken on May 5, 2010 at a low tide.

The results of a comparison between Environmental Vision's 3D computer modeling and the visual simulations indicate that the simulation images generally show proposed structures in the correct locations. The visual simulation images generally appear to be reasonably accurate overall; however, as detailed below to varying degrees there are inaccuracies in scale or placement of the proposed new dock and float structures. In addition, comparison between current design drawings (March 2016) and the simulation images (November 2015) revealed some discrepancies in terms of project design elements. The most notable difference in design relates to the height of the guide piles and donut fender piles. Attachment 2 is a figure with two comparative images, one showing the proposed piles depicted in a current 2016 elevation drawing, the other is a detail of the 2015 View 7 visual simulation showing the new piles as seen from the south end of the Plaza. Additional minor project design discrepancies that were identified include a different fender design than shown in the simulations.

Specific discrepancies or inaccuracies are noted below under discussion of each of the simulation views that were evaluated.

**View 3**, the simulation looking southeast from the Yacht Club, includes relatively more inaccuracy than the other views that were evaluated and discussed below. The approximate location and elevation (with respect to water level) of the ramp and float structure are shown with reasonable accuracy; however, the scale of the ramp and float structure is approximately 25 percent too small which means that the visual simulation shows the new project elements at approximately 75 percent of their correct size. In addition, the guide and fender piles are depicted at a lower than correct elevation. As shown in the existing conditions photograph for View 3, the existing piles extend up



to an elevation of 19.5 feet and current design drawings show proposed guide piles at an elevation of 18 feet and donut fender piles at 20 feet. Based on this information, the new piles should extend above the horizon, similar to the existing piles seen at the corners of the existing float in the View 3 photograph.

**View 6** is from the mid-point of the Plaza looking east. The approximate location and scale of the ramp and float structure are shown with reasonable accuracy. The float elevation appears to be shown approximately 2 to 3 feet too high compared to the tidal water level in the photograph. Based on the time and date of the photograph, the water level is a high tide of approximately 6.1 feet. The closest guide piles, on the shore side of the float, are shown at approximately the correct top elevation but the guide and fender piles on the far side of the float are shown at a lower than correct elevation.

**View 7** is from the south end of the Plaza looking east. The approximate location and elevation of the float structure is shown with reasonable accuracy. However, the scale of the float is shown approximately 7 percent too large. Both the concrete pier, seen on the left side of the simulation view, and the piles are shown at a lower than correct elevation. In addition, the locations of the concrete pier and ramp are not shown correctly. Note that this photograph was taken at low tide and the water level in the view is approximately 4 feet lower than the other simulation views.

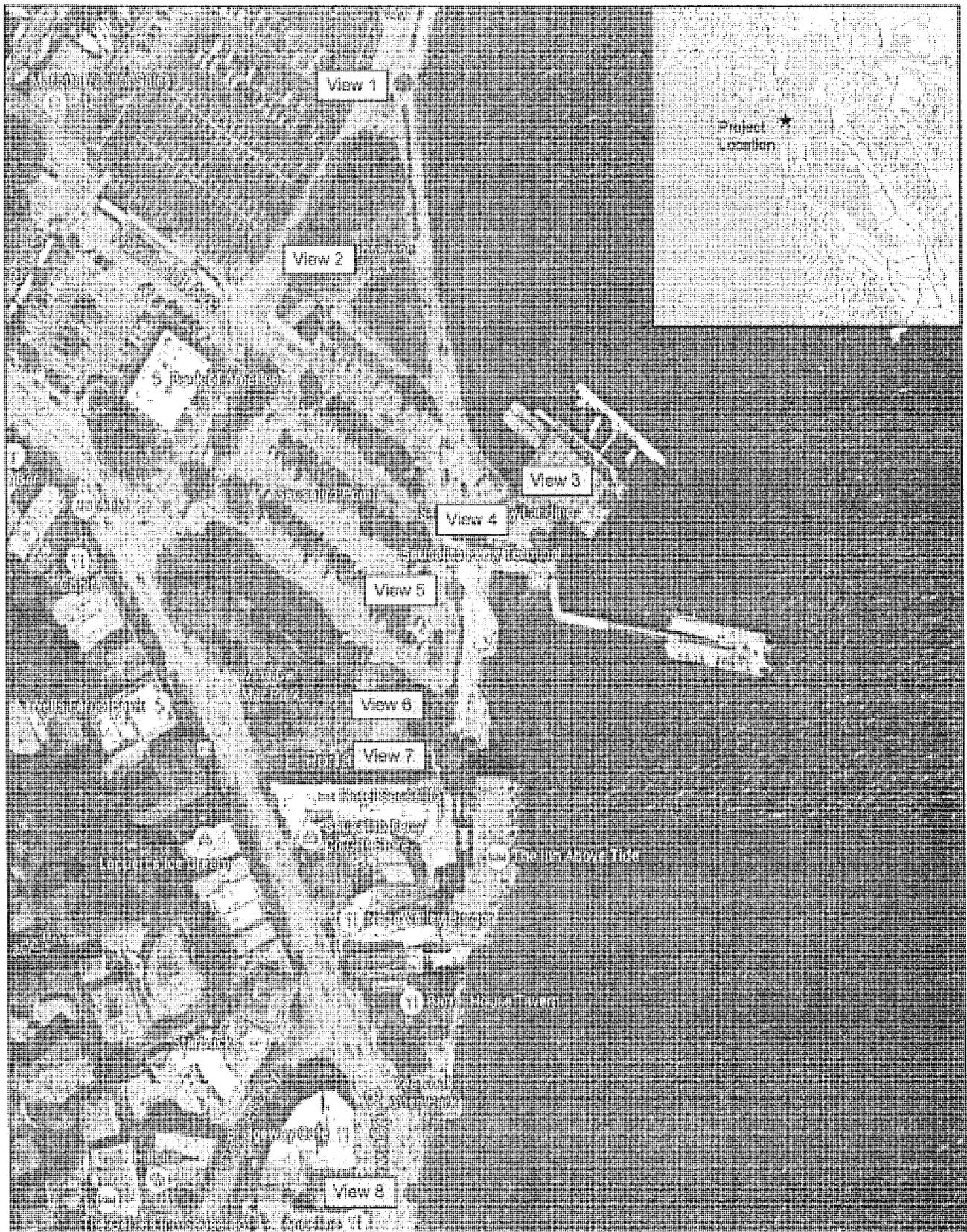
**View 8** is from along Bridgeway, looking northeast. The approximate location and elevation (with respect to water level) of the ramp and float structure are shown with reasonable accuracy; however, the scale of the ramp and float structure is approximately 20 percent too small which means that the visual simulation shows the new project elements at approximately 80 percent of their correct size. In addition, similar to View 6, the closest guide piles, on the shore side of the float, are shown at approximately the correct top elevation but the guide and fender piles on the far side of the float are shown at a lower than correct elevation.

Because the images convey a general sense of the project's scale and appearance, notwithstanding minor inaccuracies and the inconsistency related to project design details outlined above, the four simulations are considered to provide reasonably accurate depictions of the project, as seen from the key viewpoints selected for evaluation. However, the simulation views could be updated and corrected, in light of updated project design elements, and if a more accurately detailed portrayal of the project appearance is needed.

## **5. Conclusion**

Review of the project data including the digital photographs, drawings, and 3D model files indicates that overall the visual simulation images provide a reasonable depiction of proposed modifications to the existing Sausalito Ferry Terminal. Various inaccuracies or design discrepancies outlined in detail under Section 4 suggest that to varying degrees, revisions could result in a more highly accurate set of images.

2 sheets attached



SOURCE: Golden Gate Bridge, Highway and Transportation District (2016)

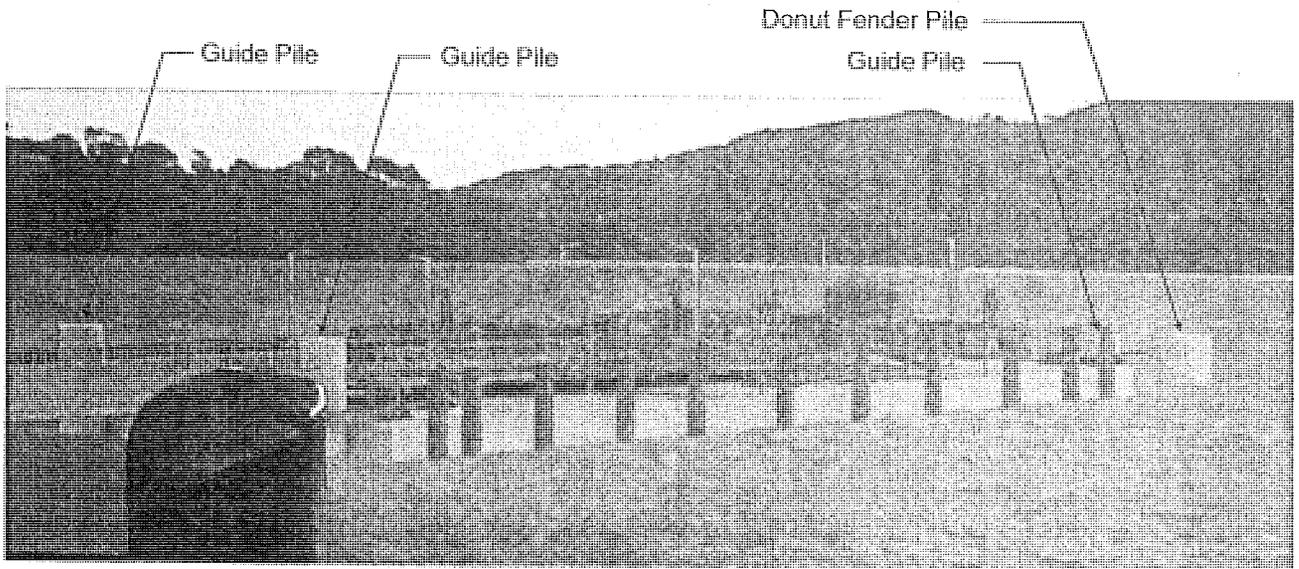


ENVIRONMENTAL VISION  
050916

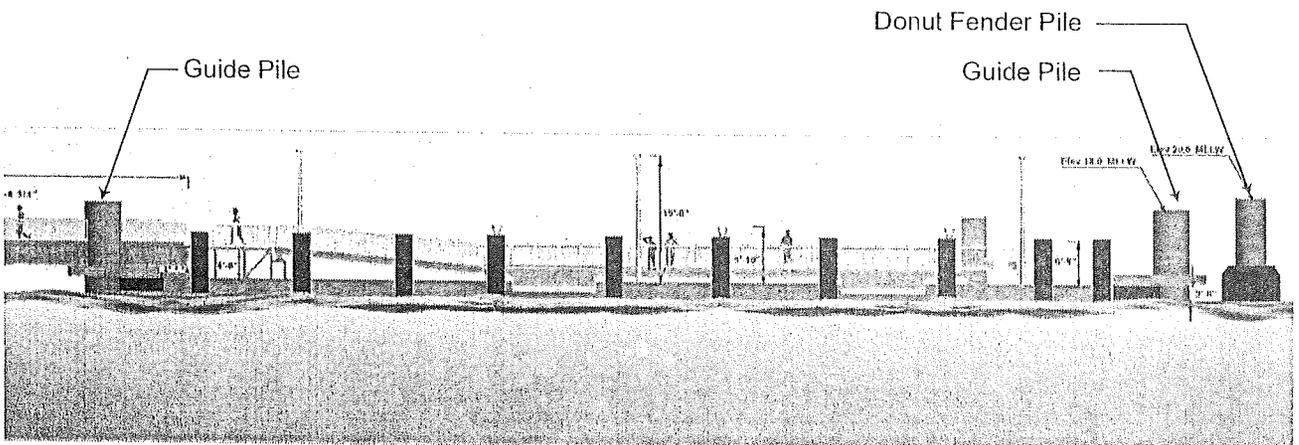
View 3

View Selected for Peer Review Evaluation

**Attachment 1**  
**Simulation Photograph Viewpoint Locations**  
 Visual Simulation Peer Review  
 Sausalito Ferry Terminal Project



Detail of View 7 visual simulation from the south end of the plaza, prepared by the District (2015)



Elevation drawing provided by the District (March 2016)

**Attachment 2**  
**Comparison of Design Elements in**  
**2015 Simulation View and 2016 Elevation Drawing**  
 Visual Simulation Peer Review  
 Sausalito Ferry Terminal Project

# **Exhibit E**

VIA ELECTRONIC MAIL



August 18, 2016

Mr. Adam Politzer  
City Manager  
City of Sausalito  
429 Litho Street  
Sausalito, CA 94965

**Re: Golden Gate Ferry: Sausalito Terminal Vessel Boarding Rehabilitation Project**

Dear Mr. Politzer:

The Golden Gate Bridge, Highway and Transportation District's (District) Golden Gate Ferry Sausalito Terminal Vessel Boarding Rehabilitation Project ("Project") is intended to replace the aging District-owned vessel boarding structures with structures that comply with the current design codes and guidelines and are fully accessible to individuals with disabilities, as mandated by both state and federal law.

As you know, in February, 2015, the District offered to voluntarily participate in a process that would allow City residents and officials to weigh in on the design of the facility, while still conforming to the 45-day review process outlined in Section 5.4 of the of the December 1, 1995 lease between the City and the District (the "Lease"). The submittal of Project plans to the City on March 24, 2015 triggered the 45-day period under the Lease for the City to consent to or reject such plans. On June 6, 2015, the City informed the District that it would not consent to the proposed design of the project.

Over the next six months, the District participated in multiple meetings with interested stakeholders in an attempt to refine the design in a manner that would be acceptable to the community. In March 2016, the District submitted a proposed design to address these community concerns. In addition, District staff appeared before joint meetings of the Planning Commission and Historic Landmarks Board on March 16 and 29, 2016, and the Sustainability Commission on March 17, 2016. Following those meetings, from April 2016 through July 2016, the District made multiple submittals to the City's peer reviewer and answered numerous questions.

With this letter, the District is submitting, as a supplement to the plans submitted on March 24, 2015, additional drawings and renderings that modify the original proposal in order to satisfy the requests of the City and its residents. At this point, the District requests that the City initiate another 45-day review under Section 5.4 of the lease and decide whether or not it will consent to the revised project design.

Correspondence to Mr. Adam Politzer  
August 18, 2016  
Page 2

Please note that the District has delayed this project for over 17 months while seeking agreement from the City for this project, which will provide a fully-accessible facility in place of one that is badly in need of replacement.

Sincerely,



Denis J. Mulligan  
General Manager

Attachments: Sausalito Ferry Terminal Improvements - Updated Drawing Set  
Sausalito Ferry Terminal Improvements Project - Graphics and Photo Renderings

cc: Mary Wagner, City Attorney

NO.	SHEET NO.	TOTAL SHEETS

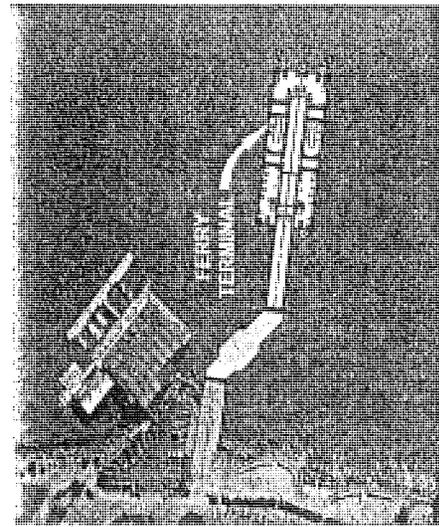
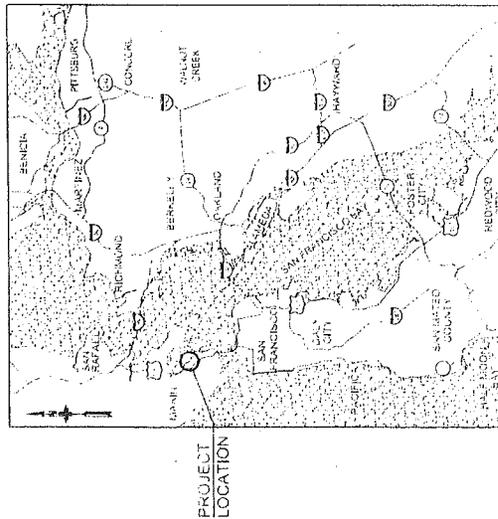


# Golden Gate Bridge, Highway and Transportation District SAUSALITO FERRY TERMINAL IMPROVEMENTS

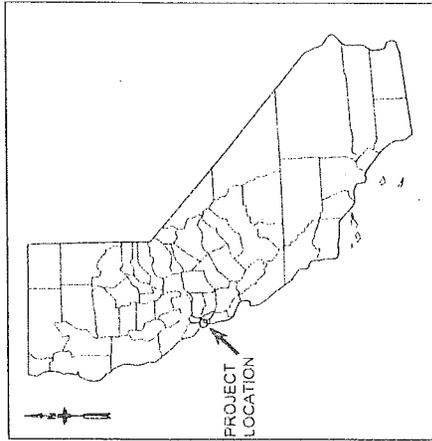
CONTRACT NO. 2010-FT-3

(HALF-SIZE)

CUT SCALE ON DRAWINGS IN HALF



SAUSALITO FERRY TERMINAL  
NO. SCALE



LOCATION PLAN  
TO SCALE

The attached drawings are revised drawings to the March 2015 drawing set submitted to the City of Sausalito

CITY OF SAUSALITO SUBMITTAL  
NOT FOR CONSTRUCTION  
AUGUST 18, 2016

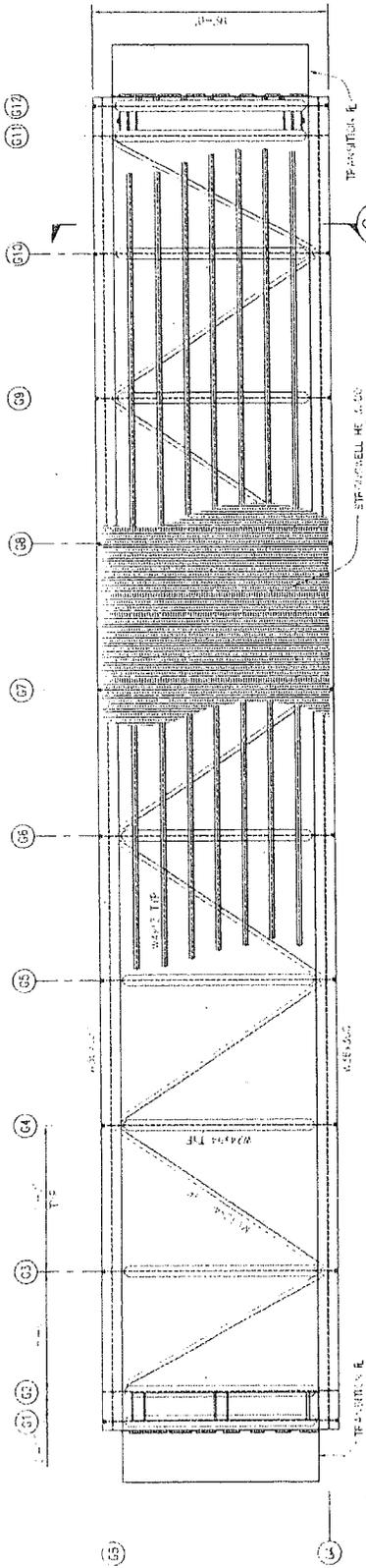
 2025 N. California Street, Suite 200 San Francisco, CA 94109		PROJECT NO. 10-FT-3 CONTRACT NO. 2010-FT-3 PROJECT FILE # 10-FT-3-3-3		SHEET NO. 10-FT-3-3-3 TOTAL SHEETS 10-FT-3-3-3		PROJECT NAME PROJECT LOCATION		PROJECT DATE PROJECT SCALE	
PROJECT NO. 10-FT-3 CONTRACT NO. 2010-FT-3 PROJECT FILE # 10-FT-3-3		SHEET NO. 10-FT-3-3 TOTAL SHEETS 10-FT-3-3		PROJECT NAME PROJECT LOCATION		PROJECT DATE PROJECT SCALE		PROJECT NO. 10-FT-3 CONTRACT NO. 2010-FT-3 PROJECT FILE # 10-FT-3-3	
PROJECT NO. 10-FT-3 CONTRACT NO. 2010-FT-3 PROJECT FILE # 10-FT-3-3		SHEET NO. 10-FT-3-3 TOTAL SHEETS 10-FT-3-3		PROJECT NAME PROJECT LOCATION		PROJECT DATE PROJECT SCALE		PROJECT NO. 10-FT-3 CONTRACT NO. 2010-FT-3 PROJECT FILE # 10-FT-3-3	





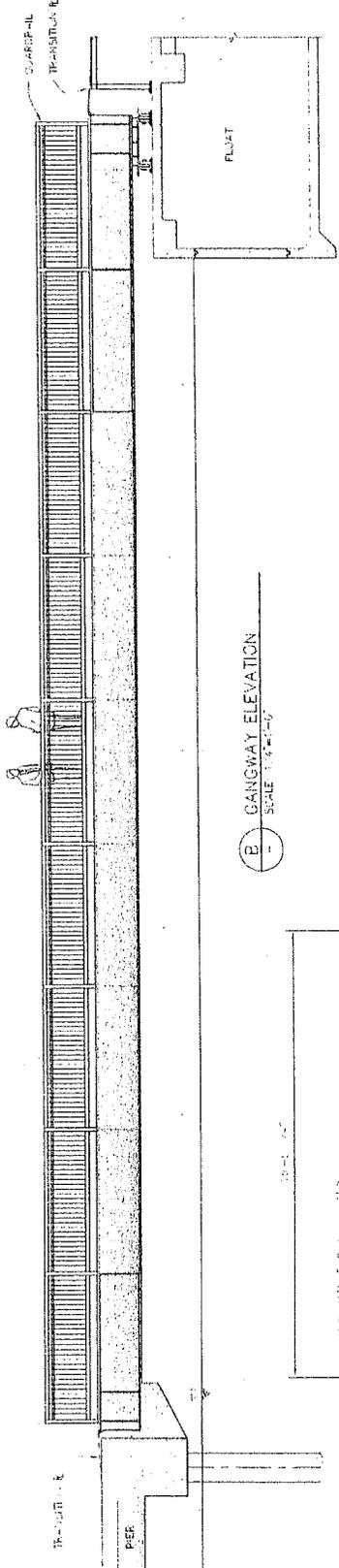
REV.	SHEET NO.	TOTAL SHEETS

REVISED FROM  
MARCH 2015  
SUBMITTAL

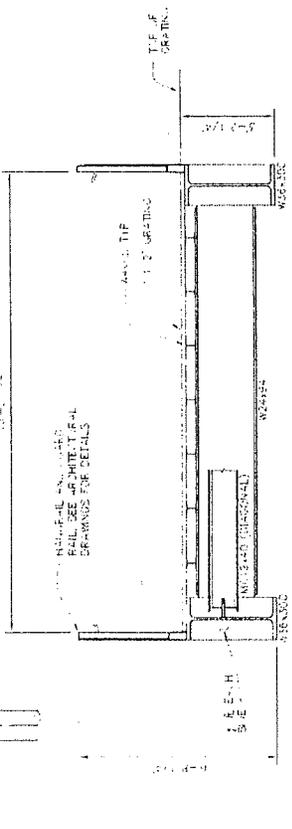


**A** GANGWAY FRAMING PLAN  
SCALE 1/4" = 1'-0"

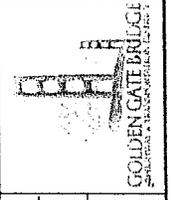
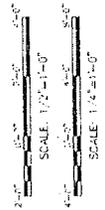
SPRINGS SHALL BE 12" O.C. WITH SPRINGS OF 1/2" OR EQUAL NOM-SLIP WITH STANDARD FEDERAL GR1



**B** GANGWAY ELEVATION  
SCALE 1/4" = 1'-0"



**C** STEEL GIRDER CROSS SECTION  
SCALE 1/2" = 1'-0"



GOLDEN GATE SAUSALITO FERRY TERMINAL IMPROVEMENTS  
GANGWAY STEEL GIRDER CONCEPT PLAN AND ELEVATION

APPROVED BY	DATE
PROJECT ENGINEER	DATE
NO. REVISIONS	BY DATE
CONTRACT NO. 2011-B-3	SPANNING NO.
CASE FILE 2011-001-02-1 STEEL BRIDGE, BRG	

STROTTI & MCCOY  
2185 N. California Blvd., Suite 300  
Berkeley, Calif. 94704  
PROJECT NO. 2011-B-3  
DATE 02/27/2014  
PROJECT ENGINEER  
CLASS WORK 1.01.2.1

DESIGNED BY	SCALE
BY: JENSEN	1/4" = 1'-0"
CHECKED BY	
BY: ESC	
DATE	
BY: ESC	
DATE	

GOLDEN GATE BRIDGE  
HIGHWAY & TRANSPORTATION DISTRICT  
BOX 9000, PRESIDIO STATION  
SAN FRANCISCO, CA 94129  
APN 085-075-06 AND APN 085-135-02  
GRAPHIC SCALE 1/4" = 1'-0"

1705-5085-5085-Ferry Terminal and Sausalito Ferry Terminal Steel Bridge and Gangway Concept Plan and Elevation



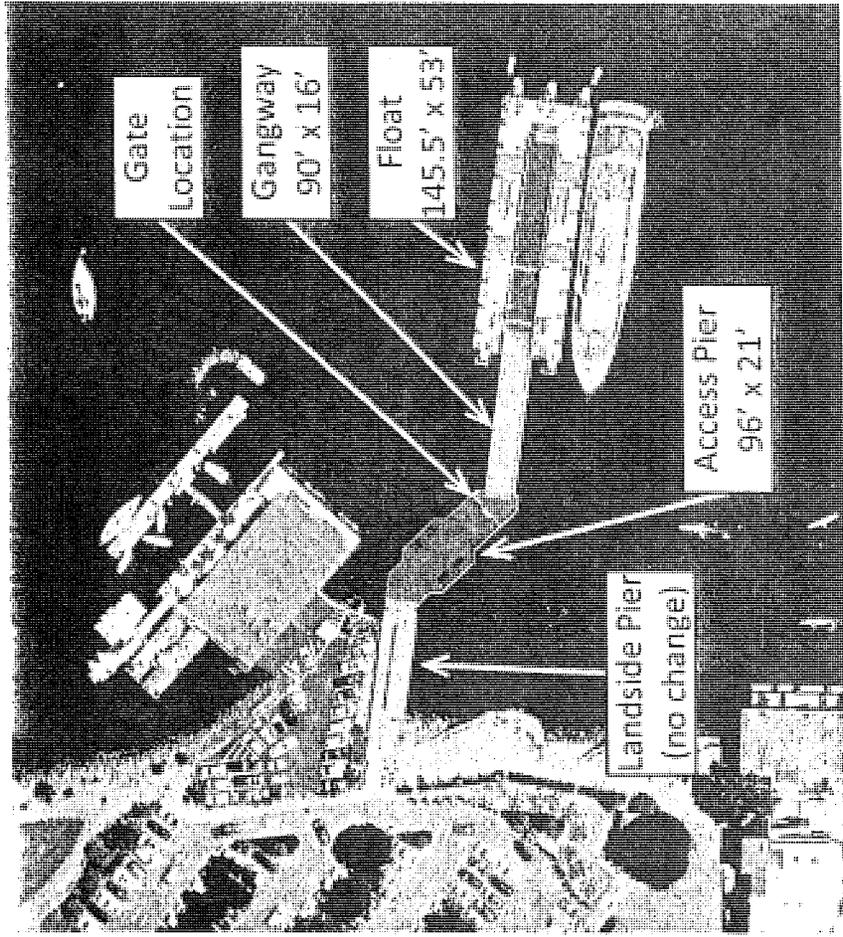
**GOLDEN GATE BRIDGE HIGHWAY & TRANSPORTATION DISTRICT**

**SAUSALITO FERRY TERMINAL IMPROVEMENTS PROJECT  
GRAPHICS AND PHOTO RENDERINGS**

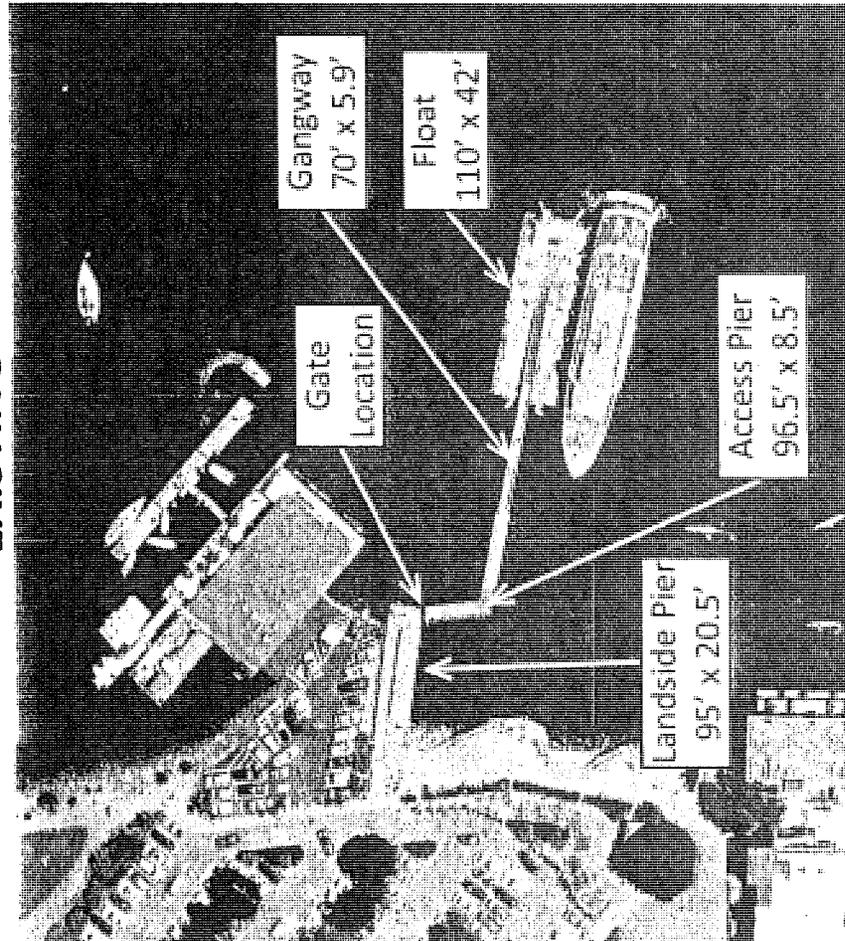
**AUGUST 18, 2016**

# AERIAL VIEW OF SITE

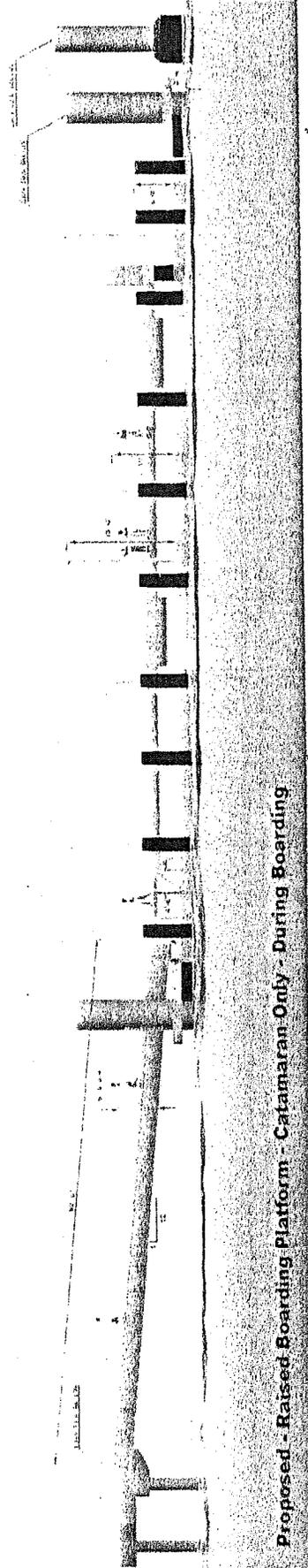
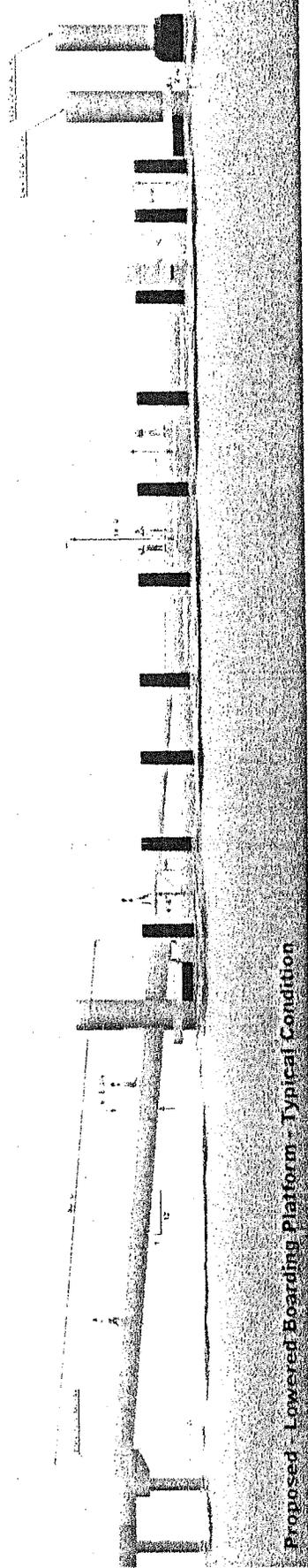
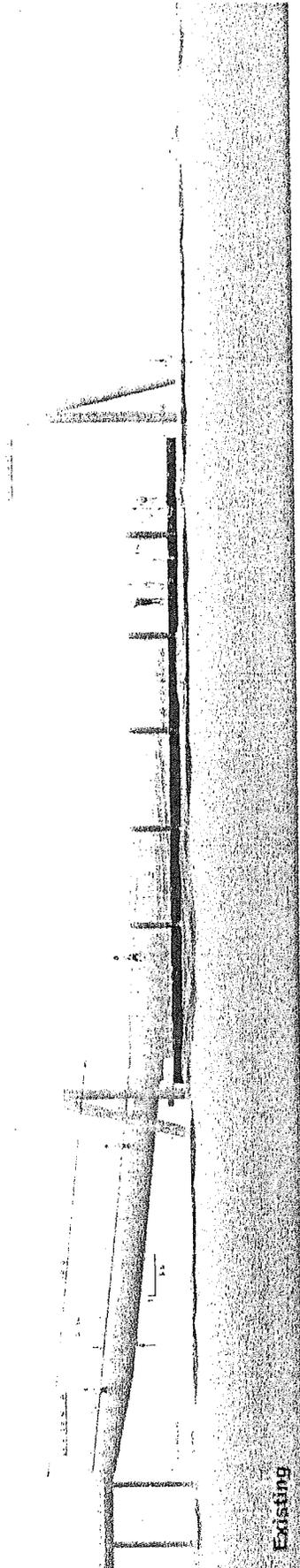
PROPOSED



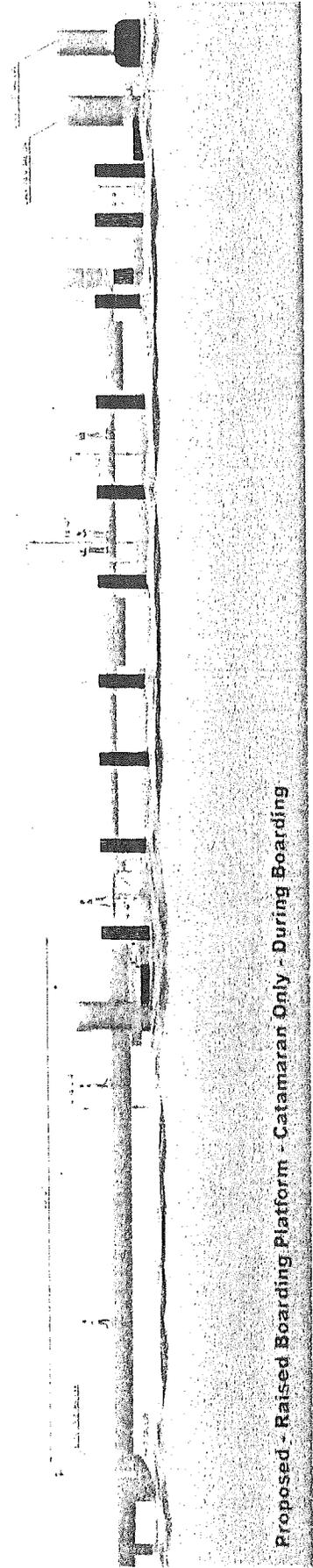
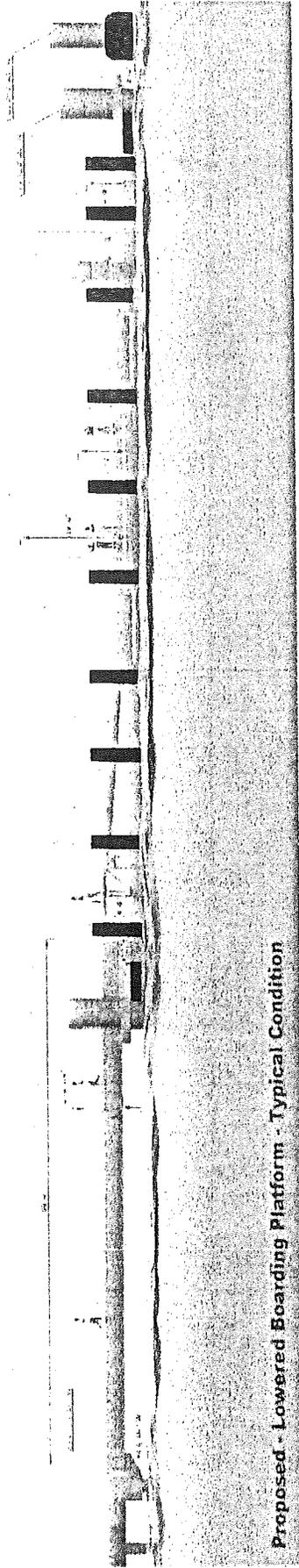
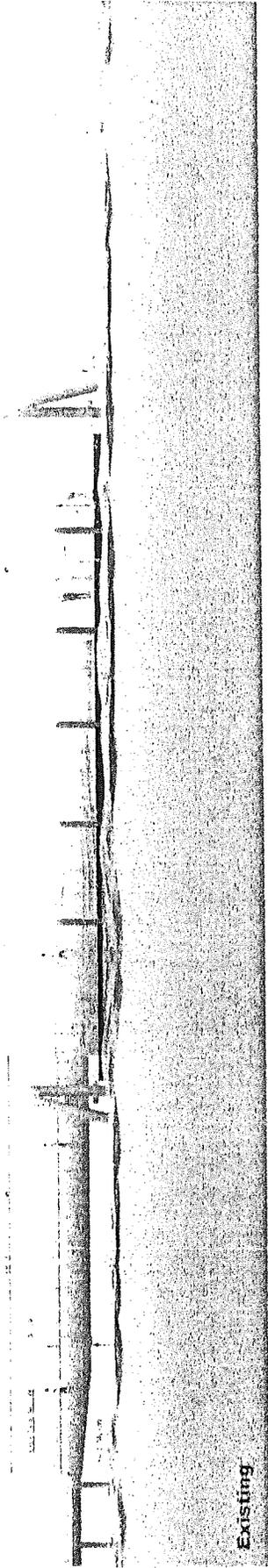
EXISTING



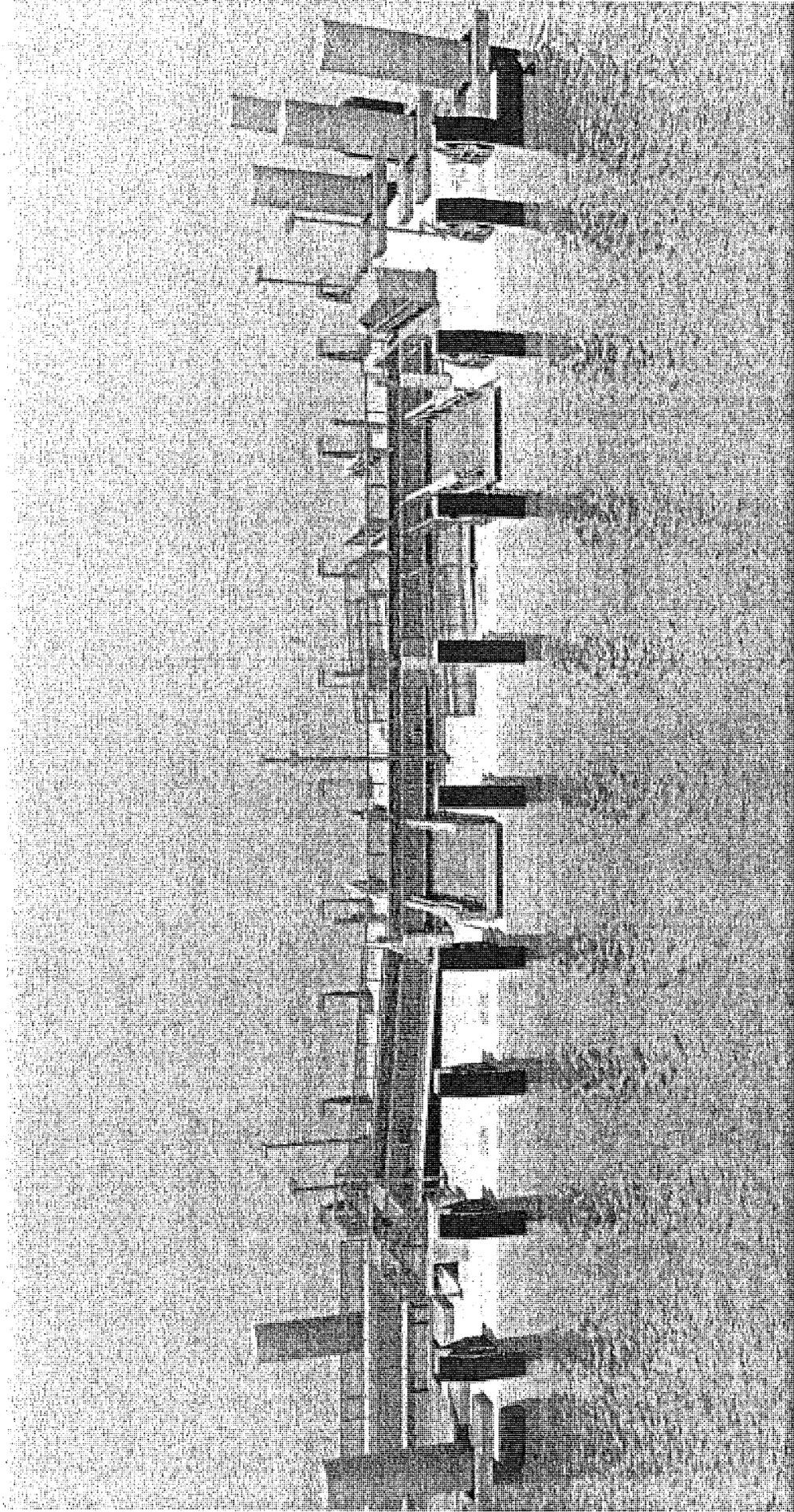
# PROJECT ELEVATIONS



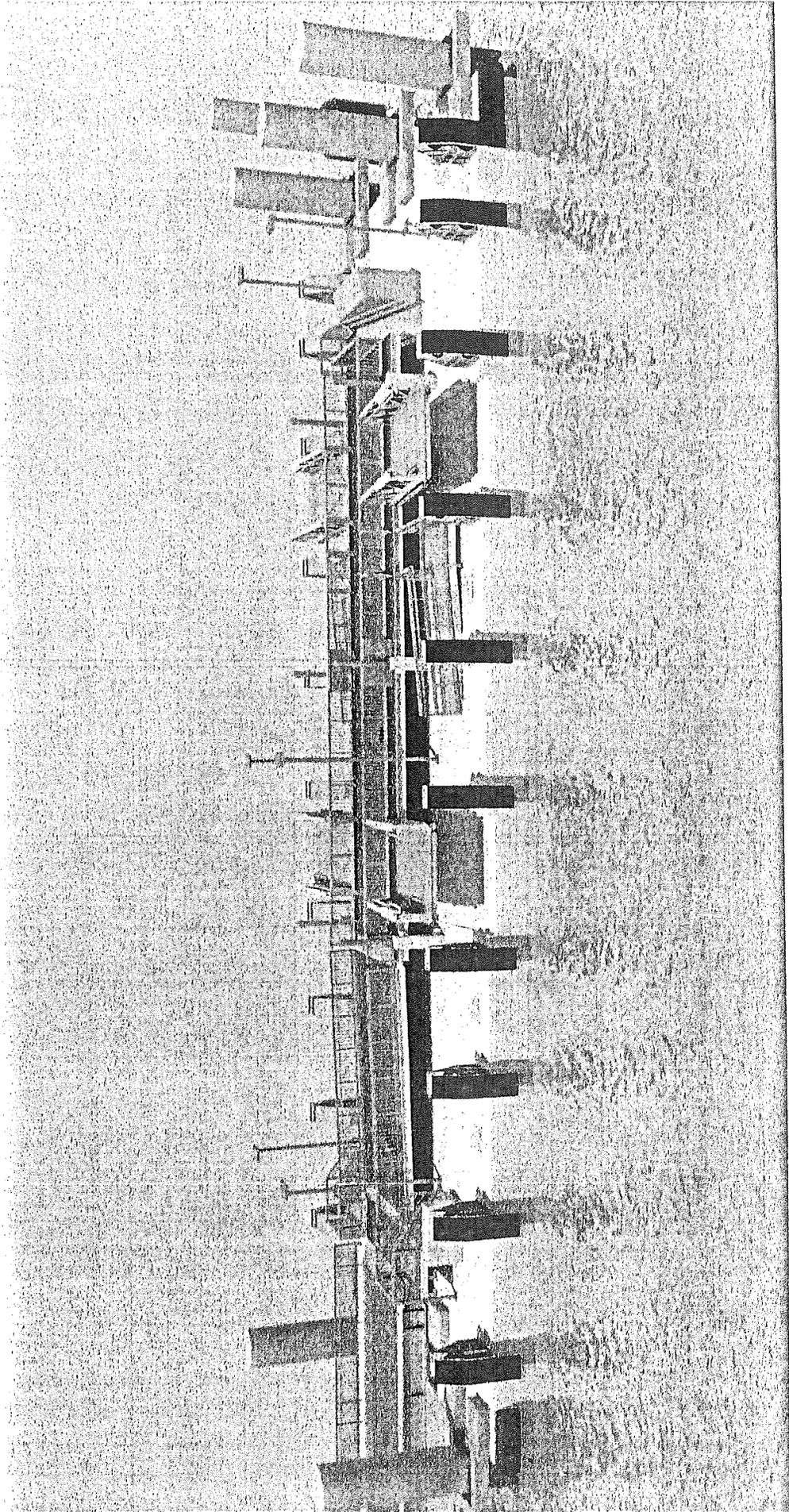
# PROJECT ELEVATIONS



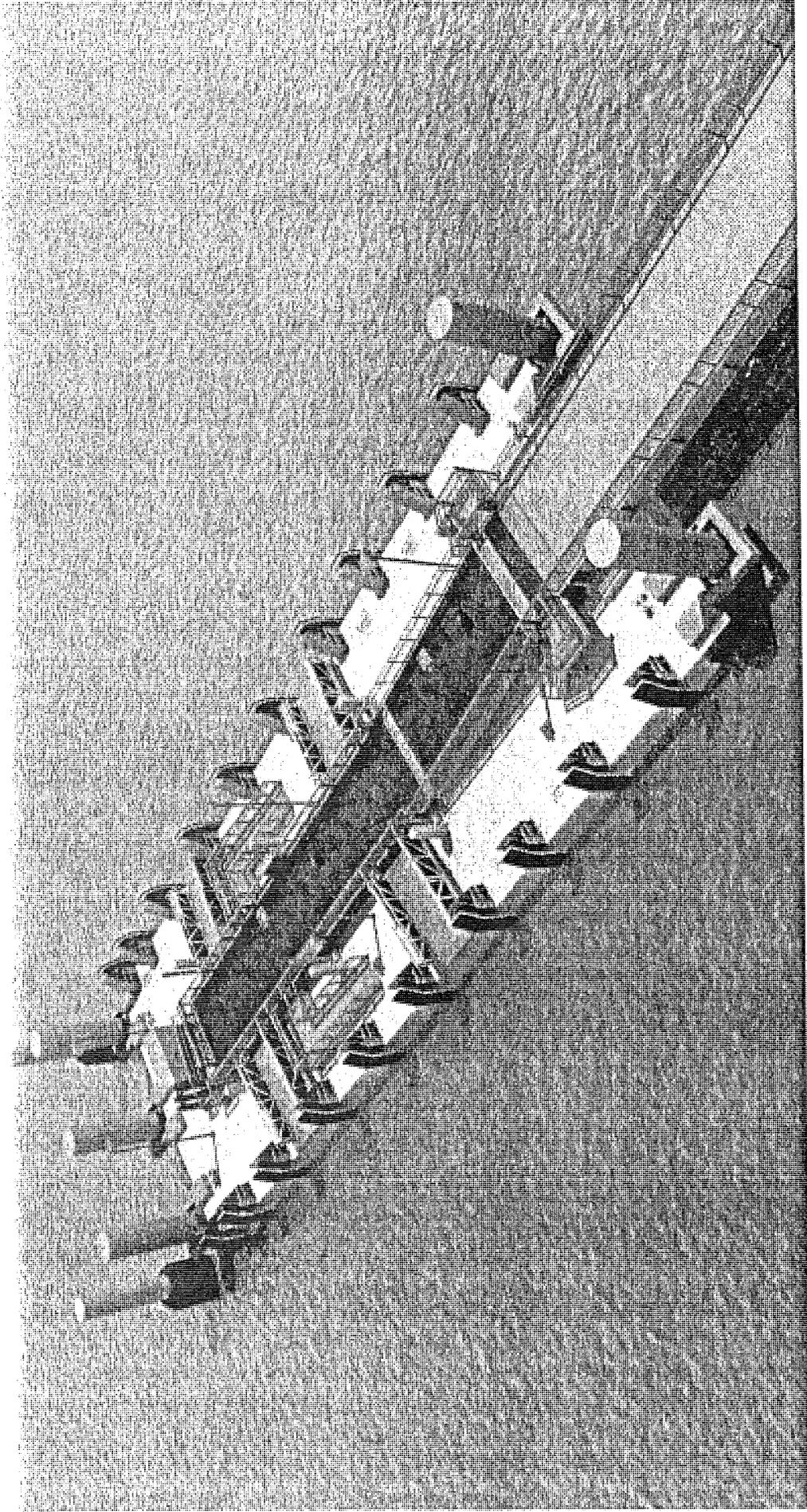
PROPOSED FLOAT -- LOWERED FOR ARRIVAL OF SPAULDING CLASS



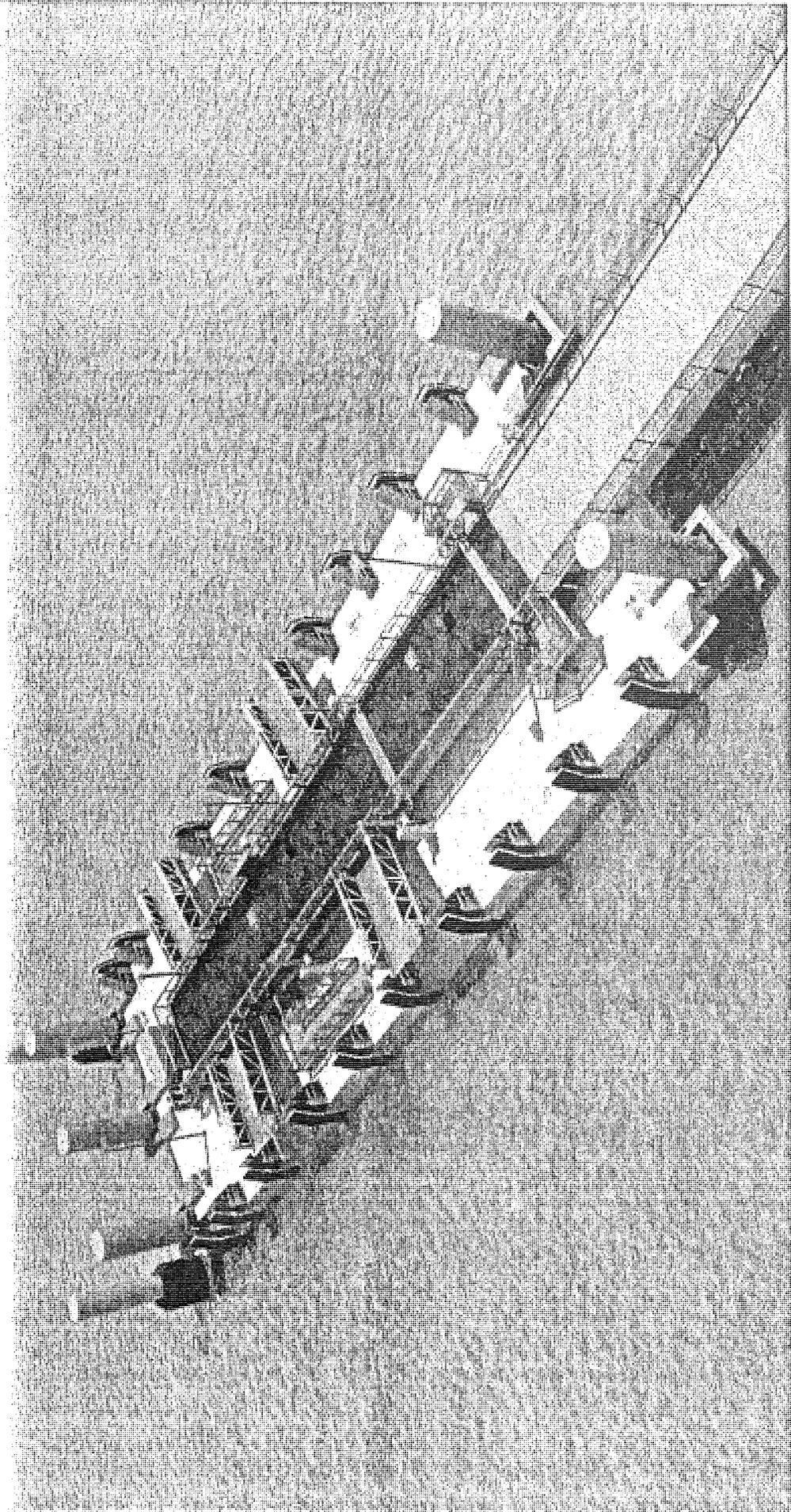
PROPOSED FLOAT – RAISED FOR ARRIVAL OF CATAMARAN CLASS



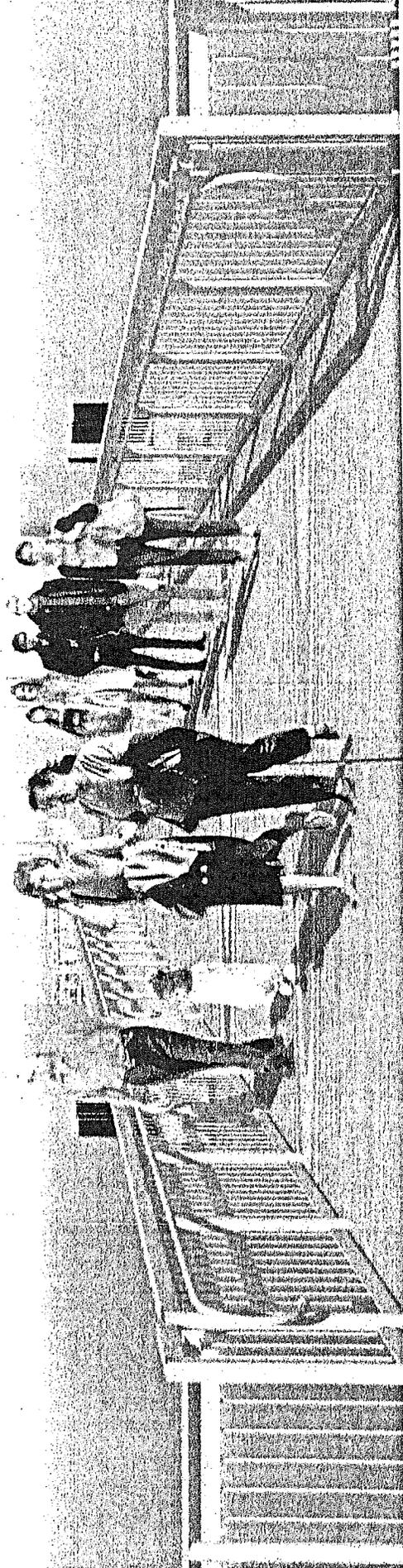
PROPOSED FLOAT - LOWERED FOR ARRIVAL OF SPAULDING CLASS



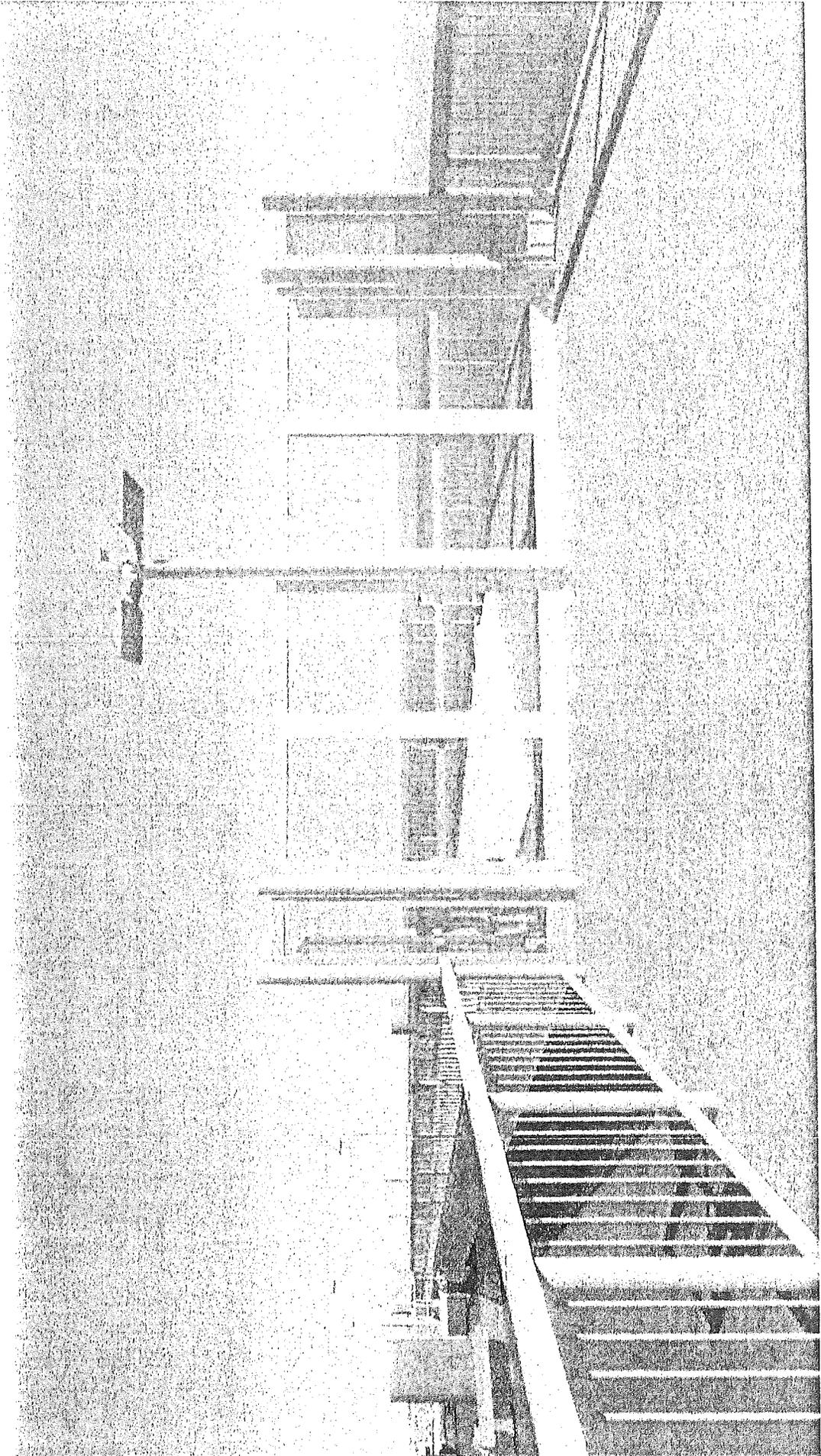
PROPOSED FLOAT – RAISED FOR ARRIVAL OF CATAMARAN CLASS



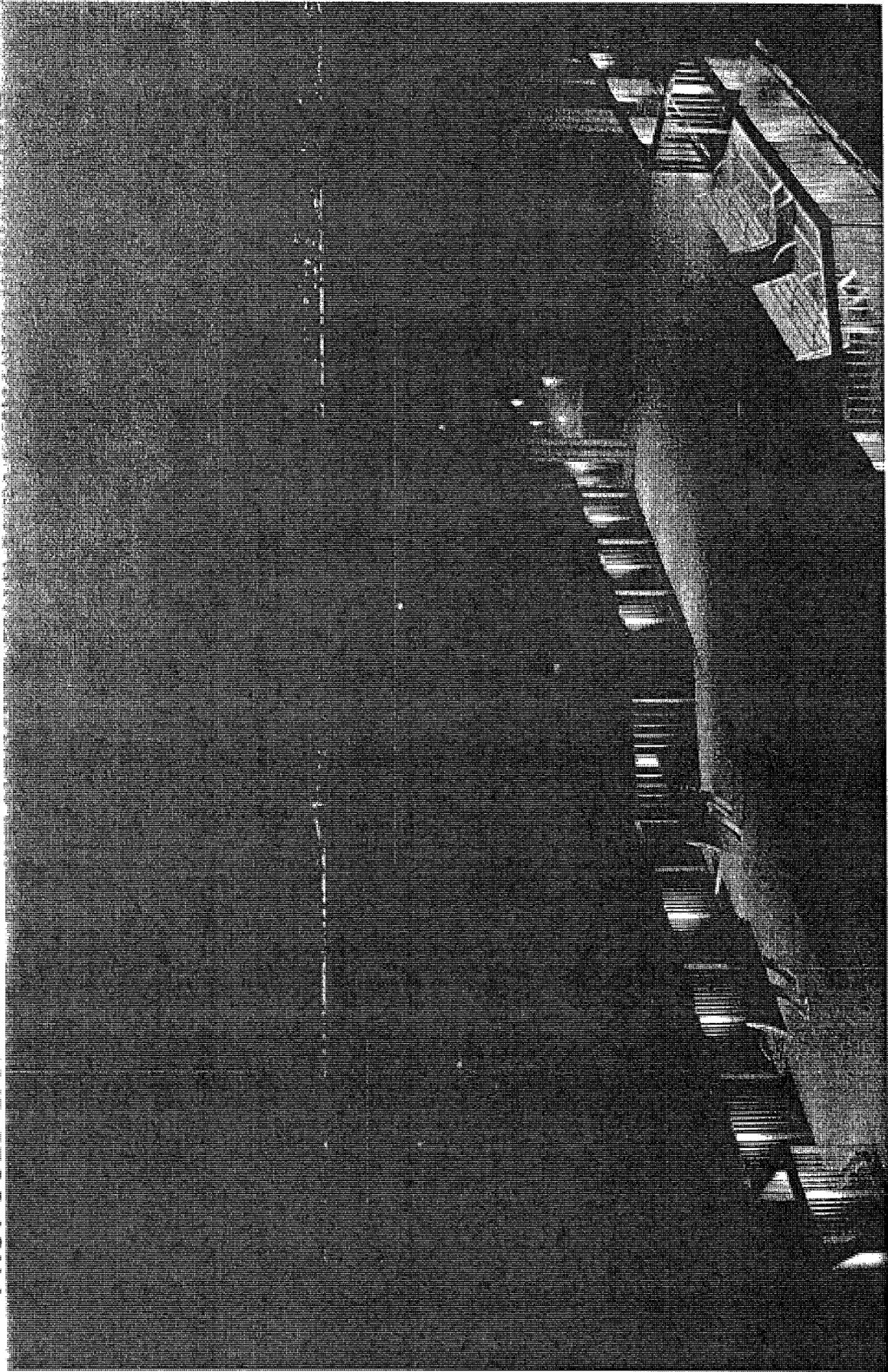
PROPOSED COLOR - GRAY (GALVANIZED STEEL)



PROPOSED GATE – SIMPLE SWING GATE WITH TRANSPARENT DOORS

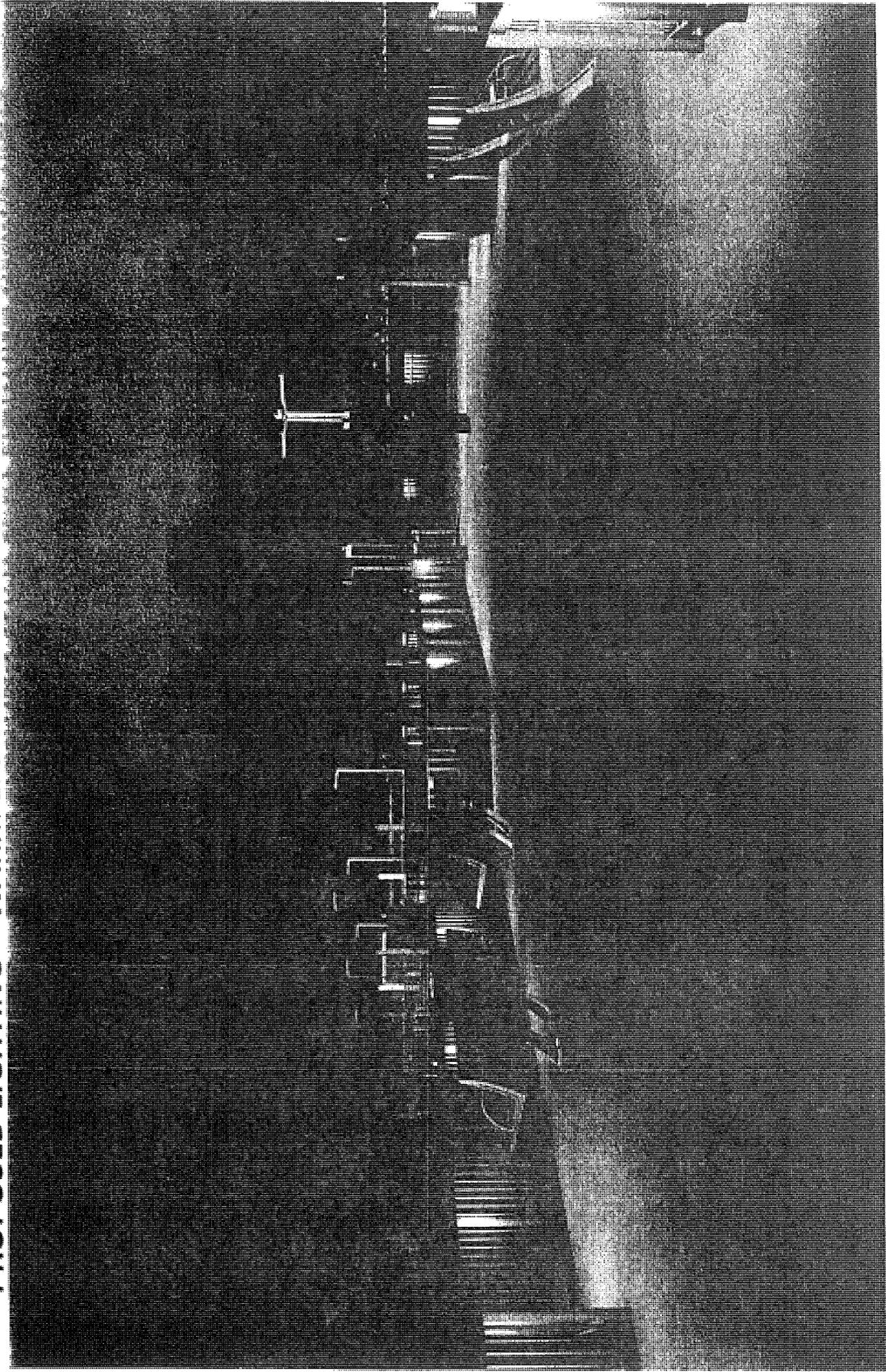


PROPOSED LIGHTING – WARM LIGHTING WITH SPOT LIGHTING ALONG RAILS



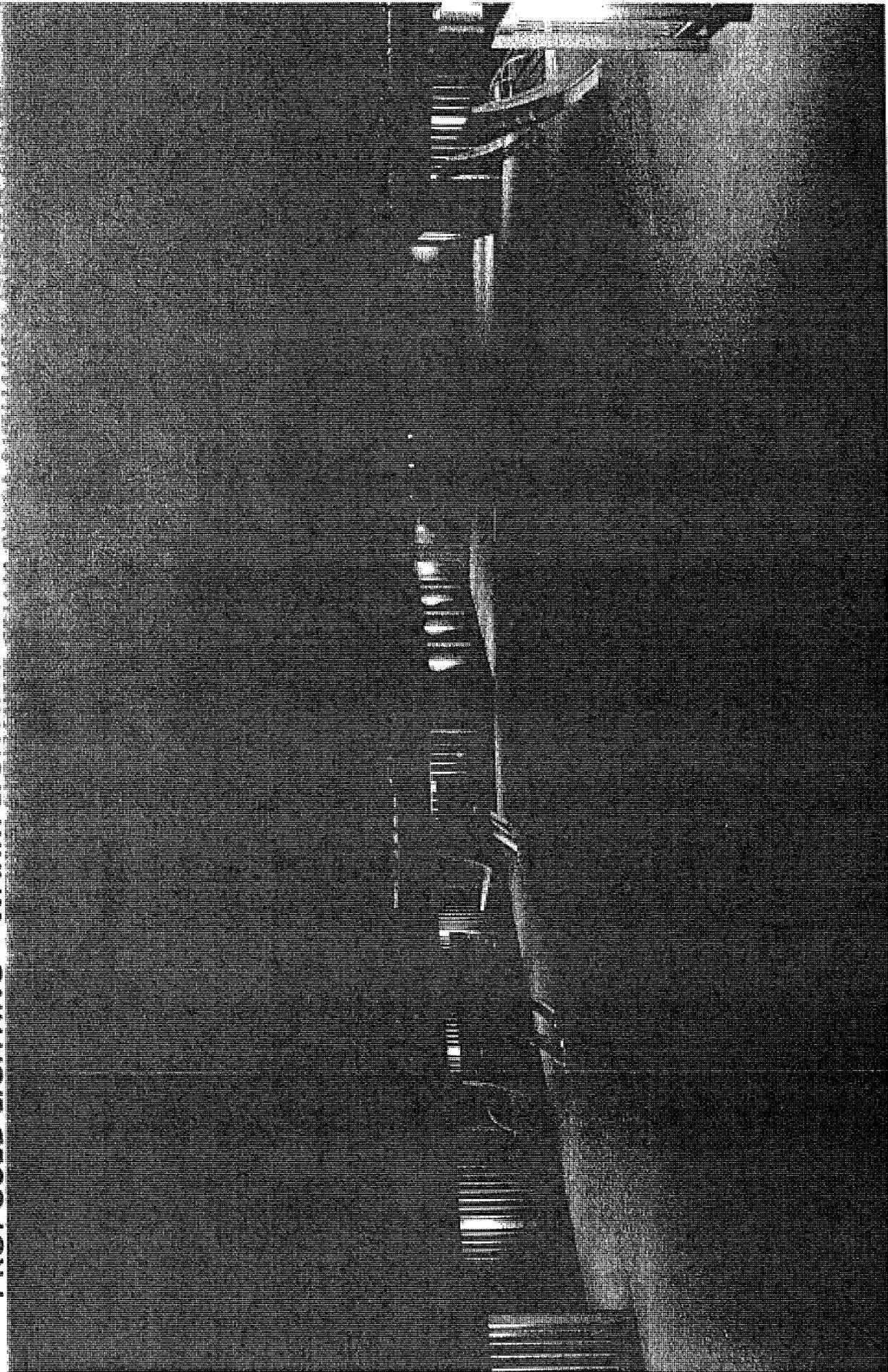
BIRD'S EYE VIEW – FERRY NOT IN SERVICE CONDITION

PROPOSED LIGHTING – WARM LIGHTING WITH SPOT LIGHTING ALONG RAILS



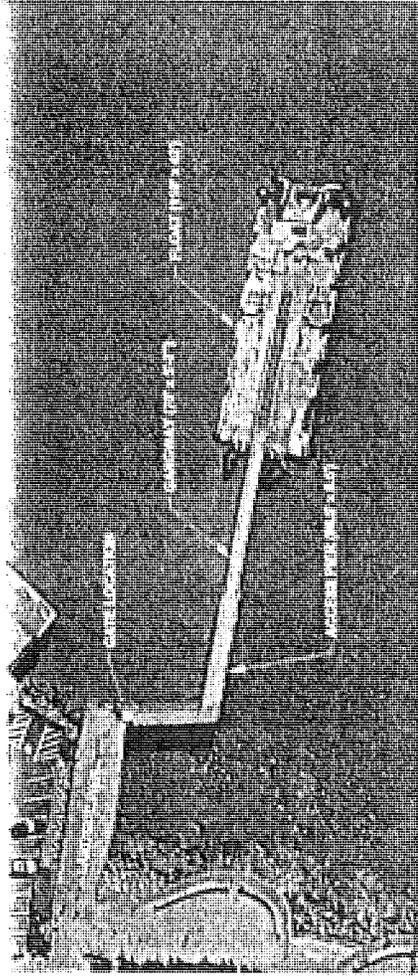
EYE LEVEL VIEW – FERRY IN SERVICE CONDITION

PROPOSED LIGHTING – WARM LIGHTING WITH SPOT LIGHTING ALONG RAILS

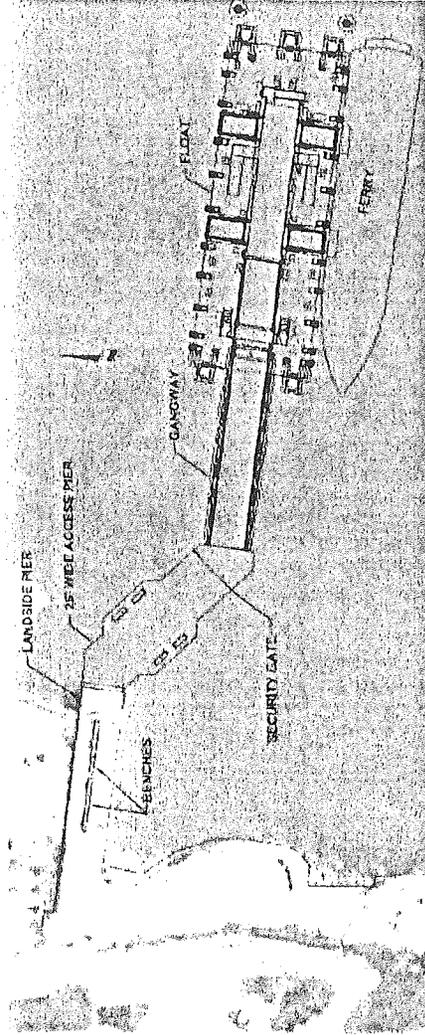


EYE LEVEL VIEW – FERRY NOT IN SERVICE CONDITION

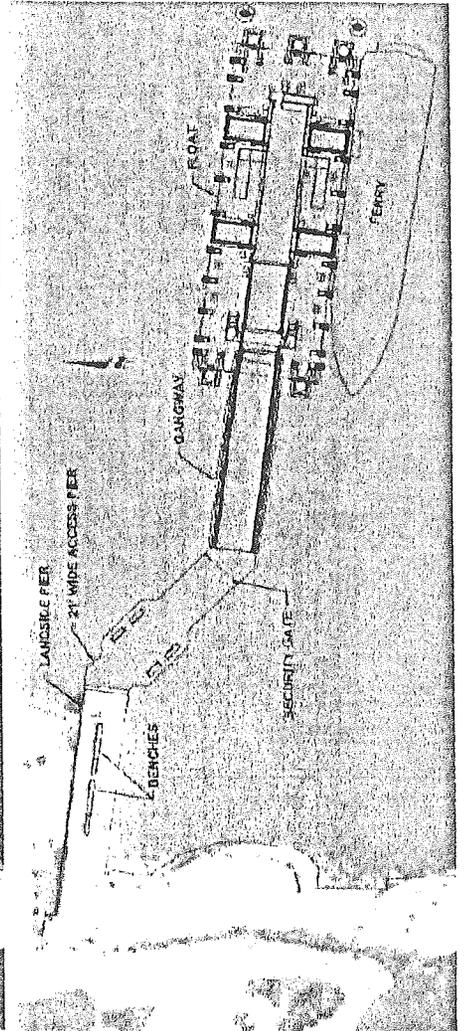
# ACCESS PIER DESIGN CHANGES



Existing Access Pier  
96.5' long x 8.5' wide

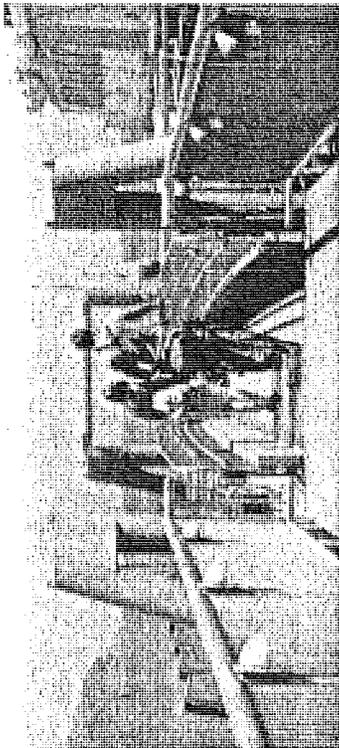


December 2014 Proposed Access Pier  
96' long x 25' wide



Proposed Access Pier  
96' long x 21' wide

# GANGWAY DESIGN CHANGES



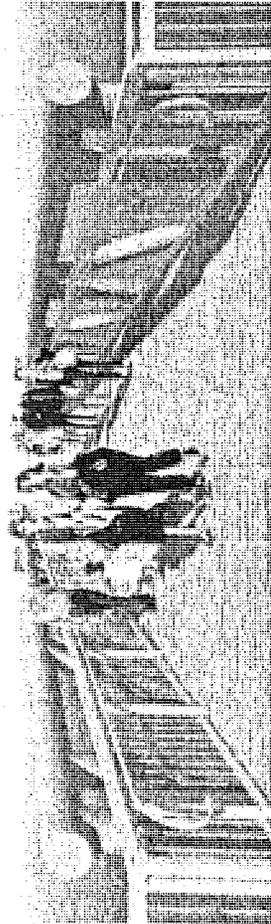
Existing Gangway

70' long x 5.9' wide x 3.5' above walking surface



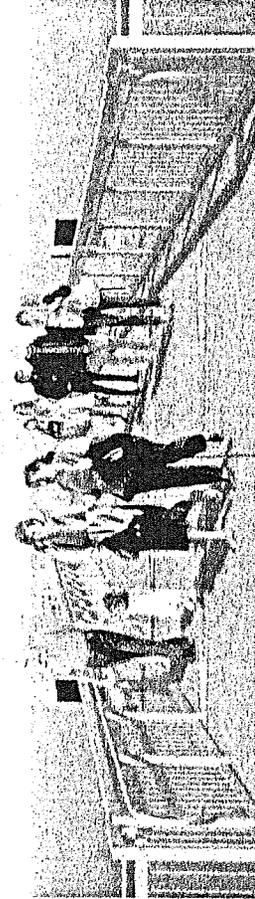
December 2014 Proposed Gangway

90' long x 21' wide x 9.1' above walking surface



March 2015 Proposed Gangway

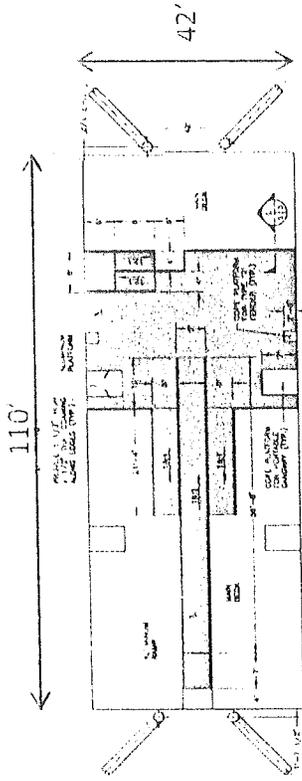
90' long x 18.3' wide x 5.1' above walking surface



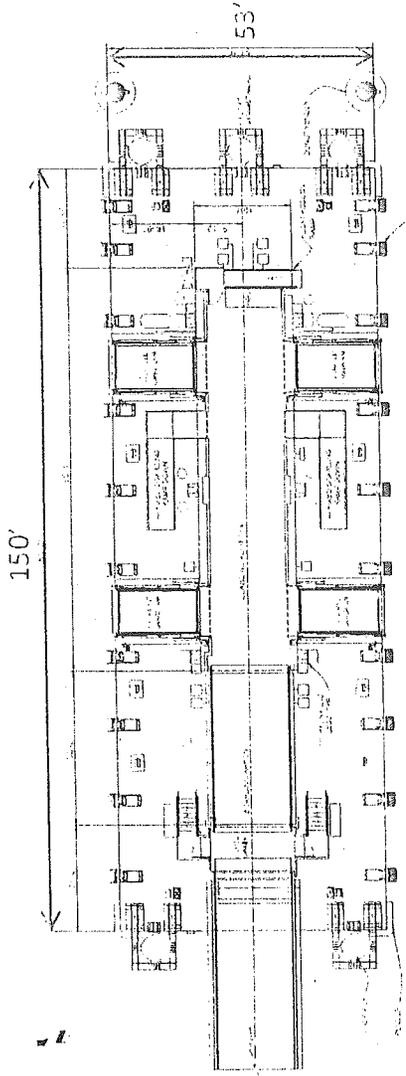
Proposed Gangway

90' long x 16' wide x 3.5' above walking surface

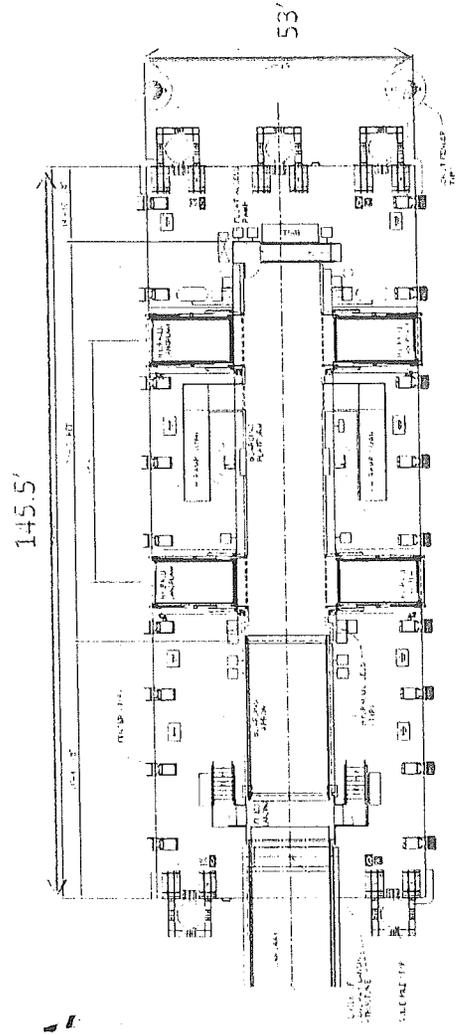
# FLOAT DESIGN CHANGES



Existing Steel Float  
110' long x 42' wide

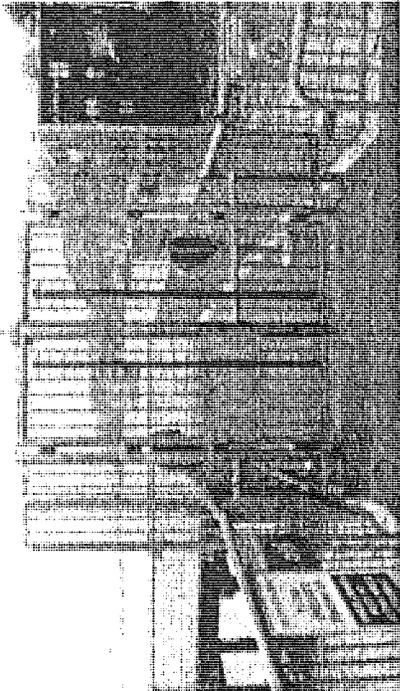


March 2015 Proposed Concrete Float  
150' long x 53' wide

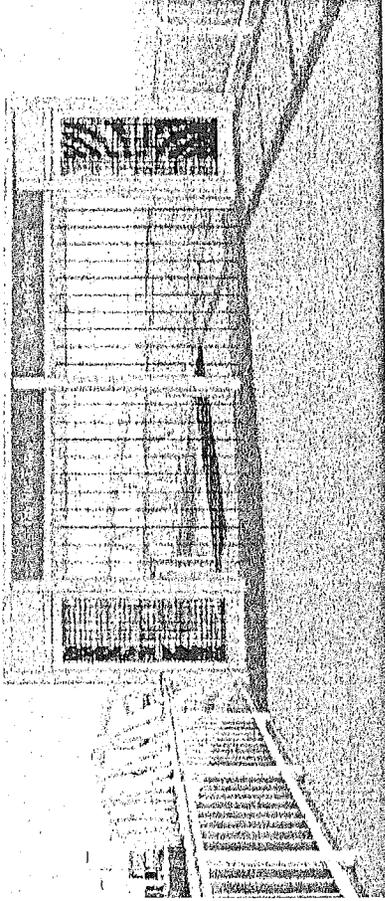


Proposed Concrete Float  
145.5' long x 53' wide

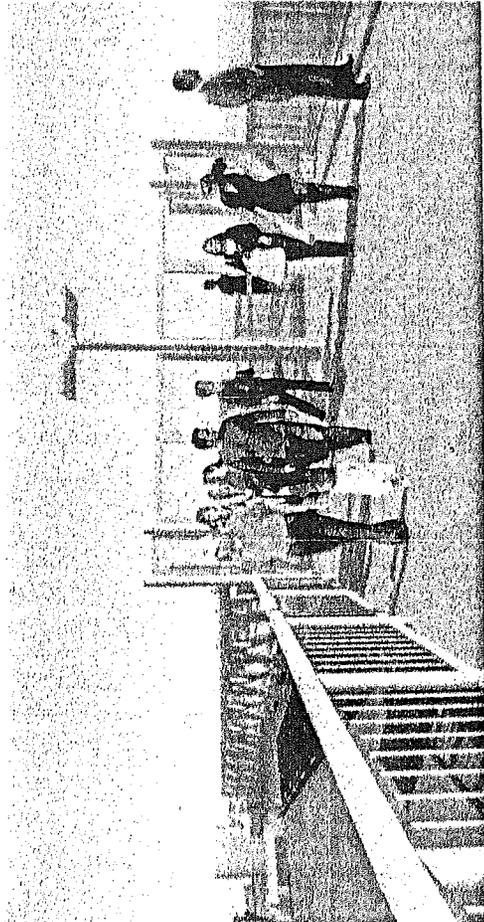
# GATE DESIGN CHANGES



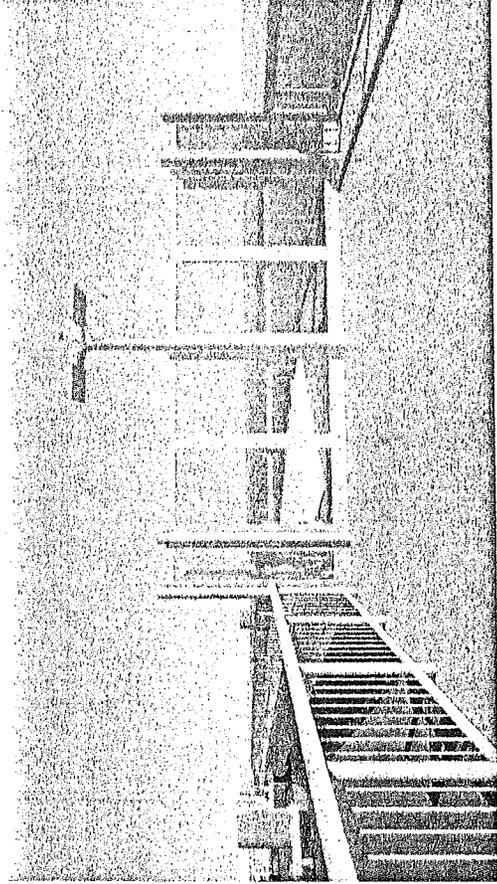
Existing Gate  
Steel Swing Gate with Diamond Pattern Grating



December 2014 Proposed Gate  
Rollup Doors



March 2015 Proposed Gate  
Simple Swing Gate with Grating



Proposed Gate  
Simple Transparent Swing Gate

# SUMMARY OF DESIGN CHANGES BASED ON CITY OF SAUSALITO REQUESTS

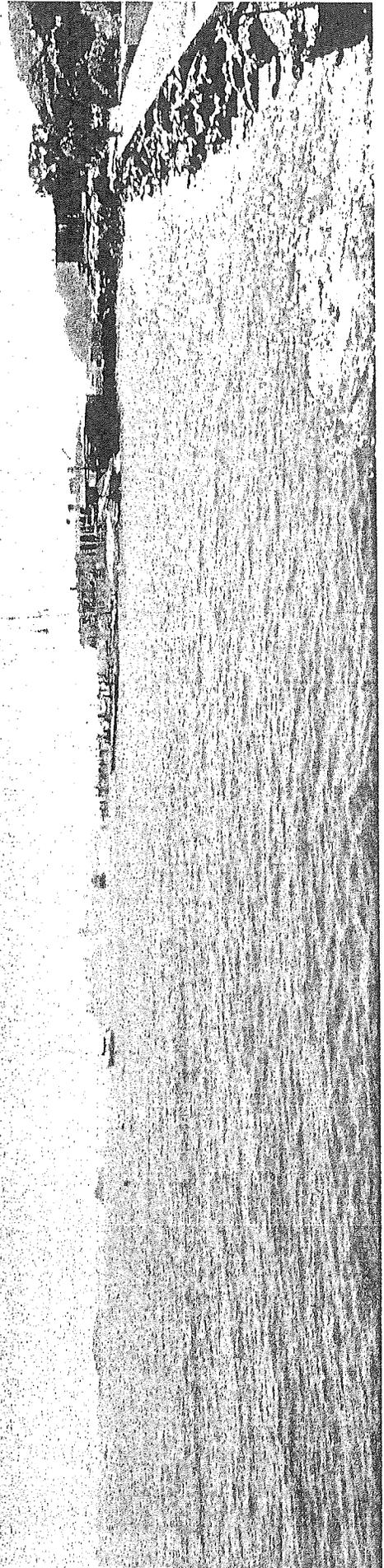
	EXISTING	PROPOSED DECEMBER 2014	PROPOSED MARCH 2015	CURRENT PROPOSED
FLOAT	110' long x 42' wide	150' long x 53' wide	150' long x 53' wide	145.5' long x 53' wide
GANGWAY	70' long x 5.9' wide x 5.8' high	90' long x 21' wide x 12' high	90' long x 18.3' wide x 8' high	90' long x 16' wide x 6.7' high
ACCESS PIER	96.5' long x 8.5' wide	96' long x 25' wide	96' long x 21' wide	96' long x 21' wide
LANDSIDE PIER	95' long x 20.5' wide	No change to existing	No change to existing	No change to existing
BELVEDERES	None	Yes, per BCDC	Yes, per BCDC	Yes, per BCDC
GATE	Swing gate with steel grating	Roll up doors	Simple swing gate with steel grating	Simple transparent swing gate
COLOR	Gray, blue	White, blue	Gray	Gray



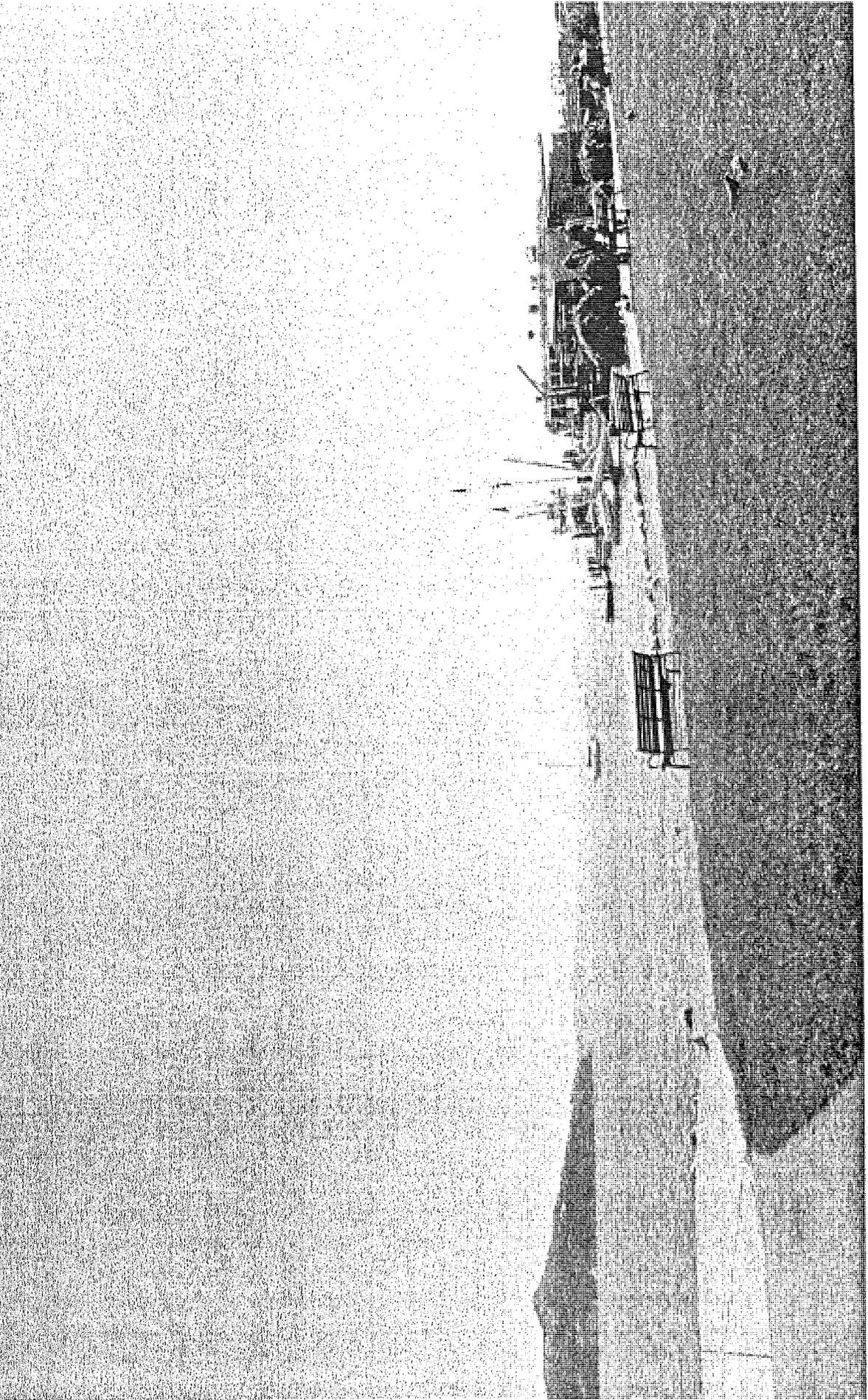
**VIEW 1 – EXISTING – EDGE OF GABRIELSON PARK**



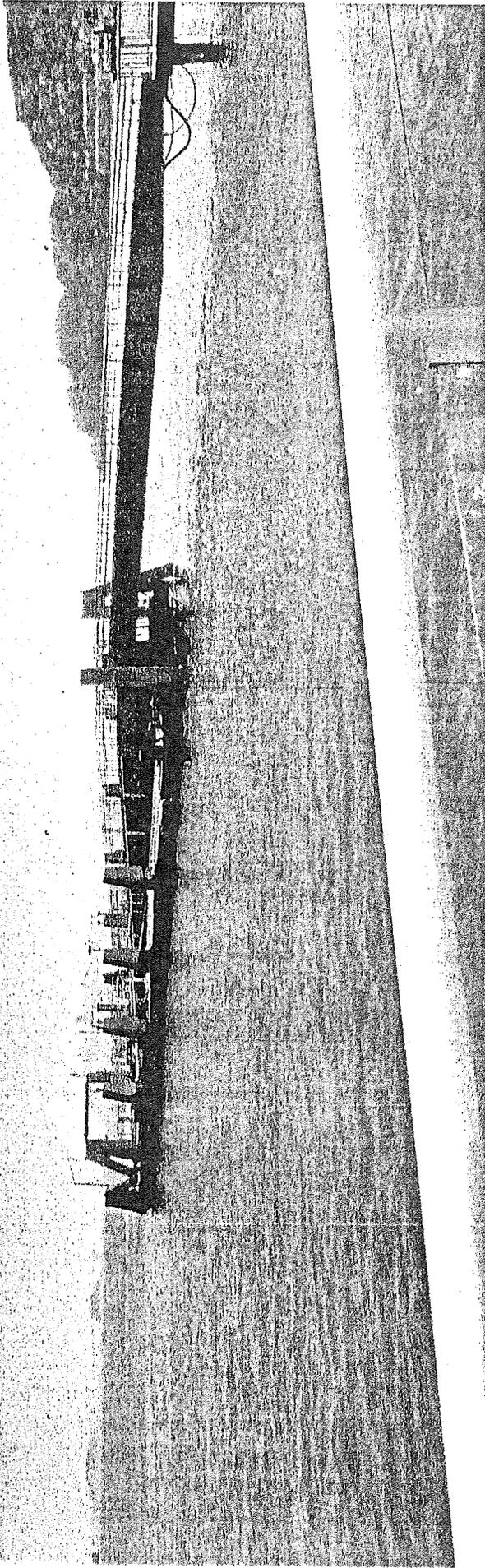
**VIEW 1 – PROPOSED – EDGE OF GABRIELSON PARK**



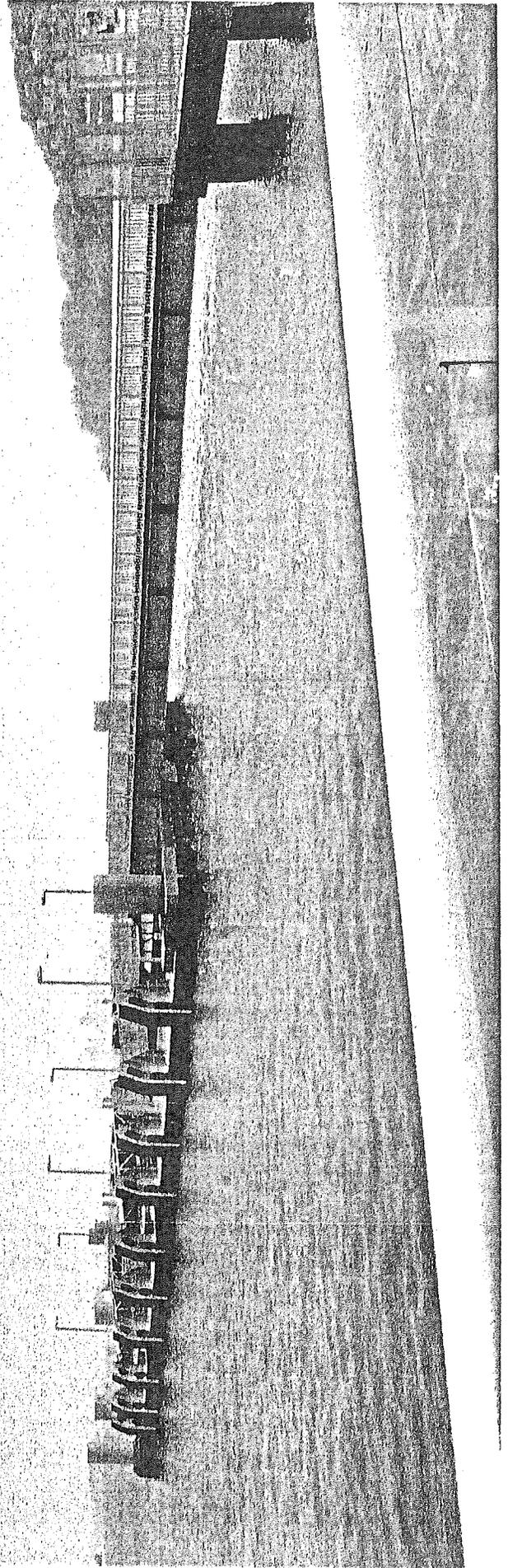
**VIEW 2 – EXISTING AND PROPOSED – GABRIELSON PARK (NO CHANGE TO VIEW)**



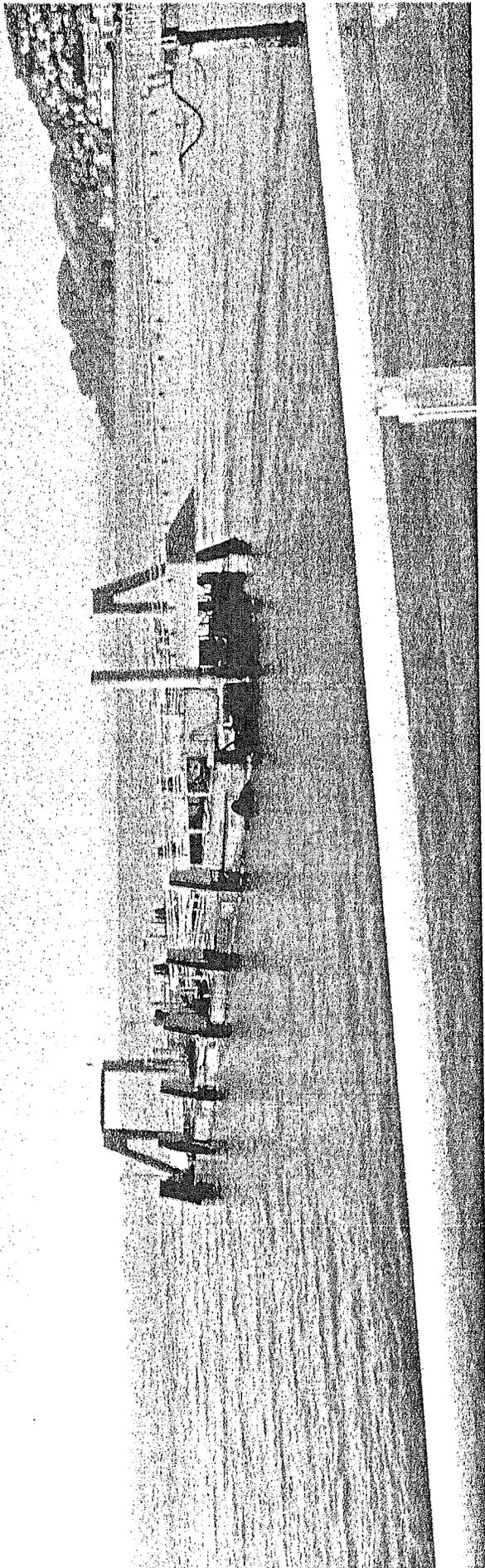
VIEW 3 – EXISTING – OCTOBER 2015 PHOTO – YACHT CLUB – HIGH TIDE ≈ 6.0'



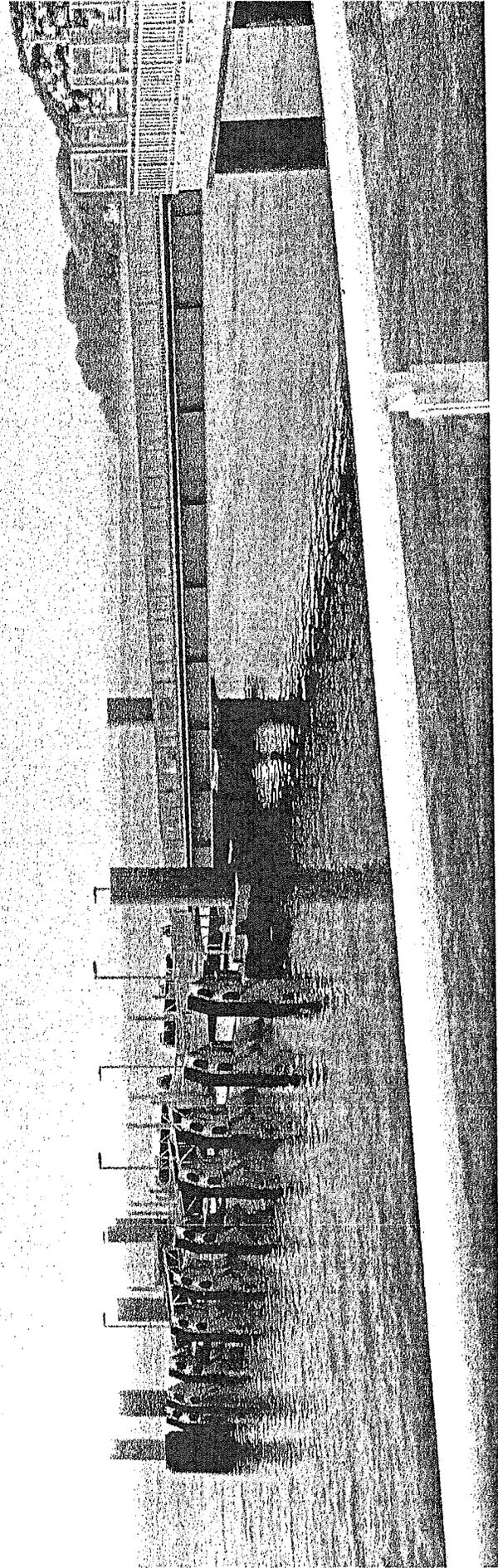
VIEW 3 – PROPOSED – JUNE 2016 UPDATED MODEL – YACHT CLUB – HIGH TIDE ≈ 6.0'



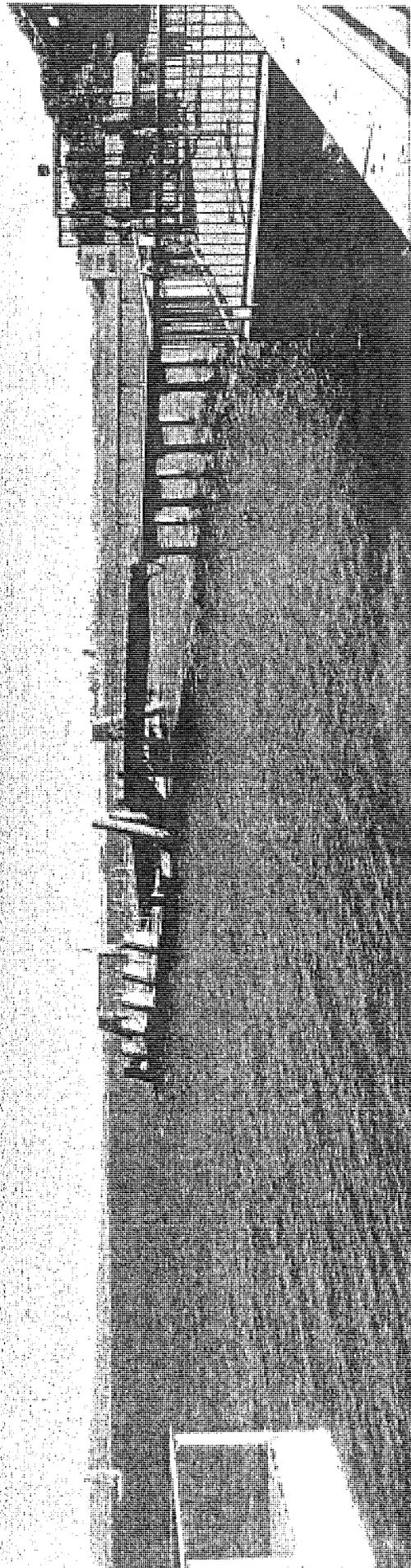
VIEW 3 – EXISTING – JUNE 2016 PHOTO – YACHT CLUB – LOW TIDE  $\approx -0.8'$



VIEW 3 – PROPOSED – JUNE 2016 UPDATED MODEL – YACHT CLUB – LOW TIDE  $\approx -0.8'$



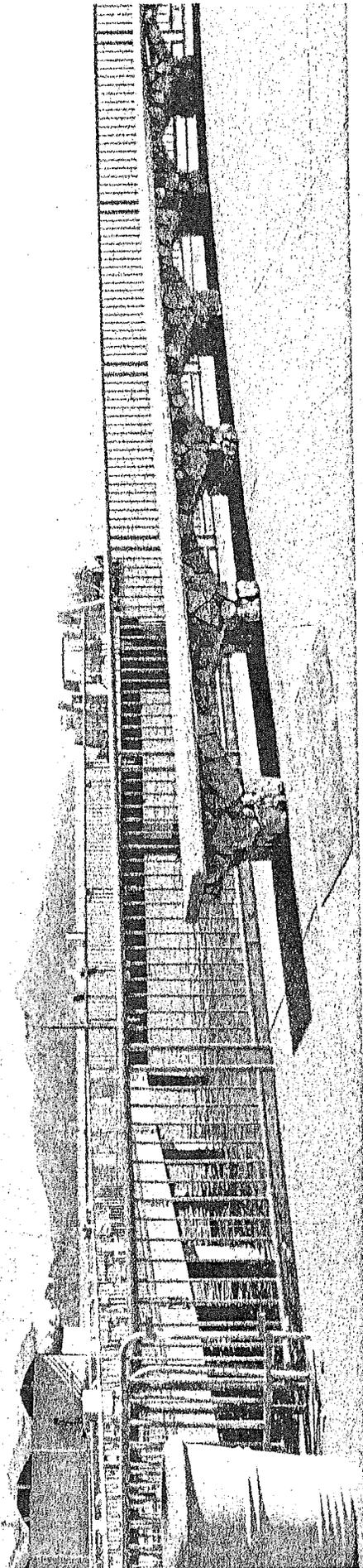
**VIEW 4 – EXISTING – YACHT CLUB PARKING LOT**



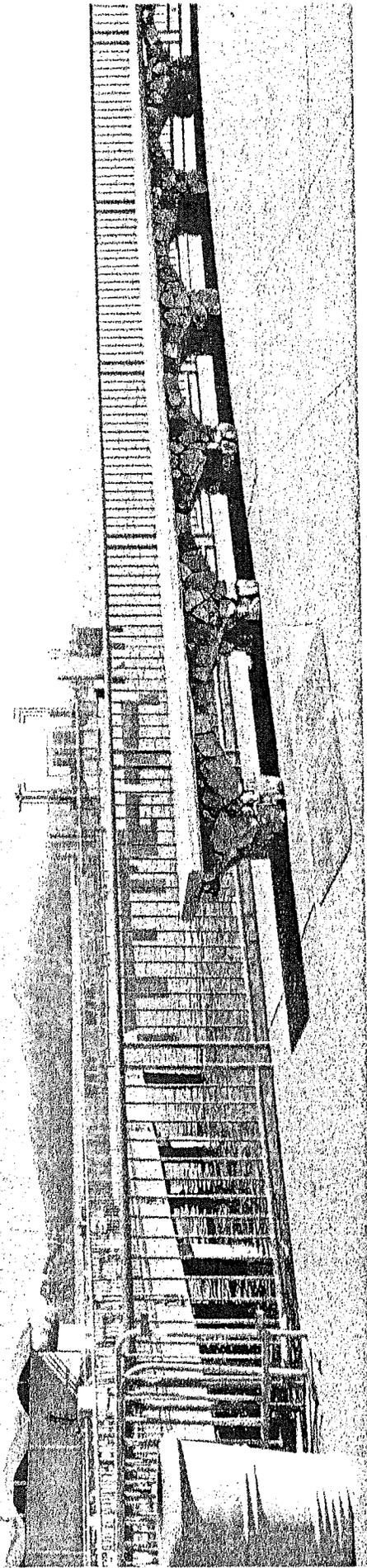
**VIEW 4 – PROPOSED – YACHT CLUB PARKING LOT**



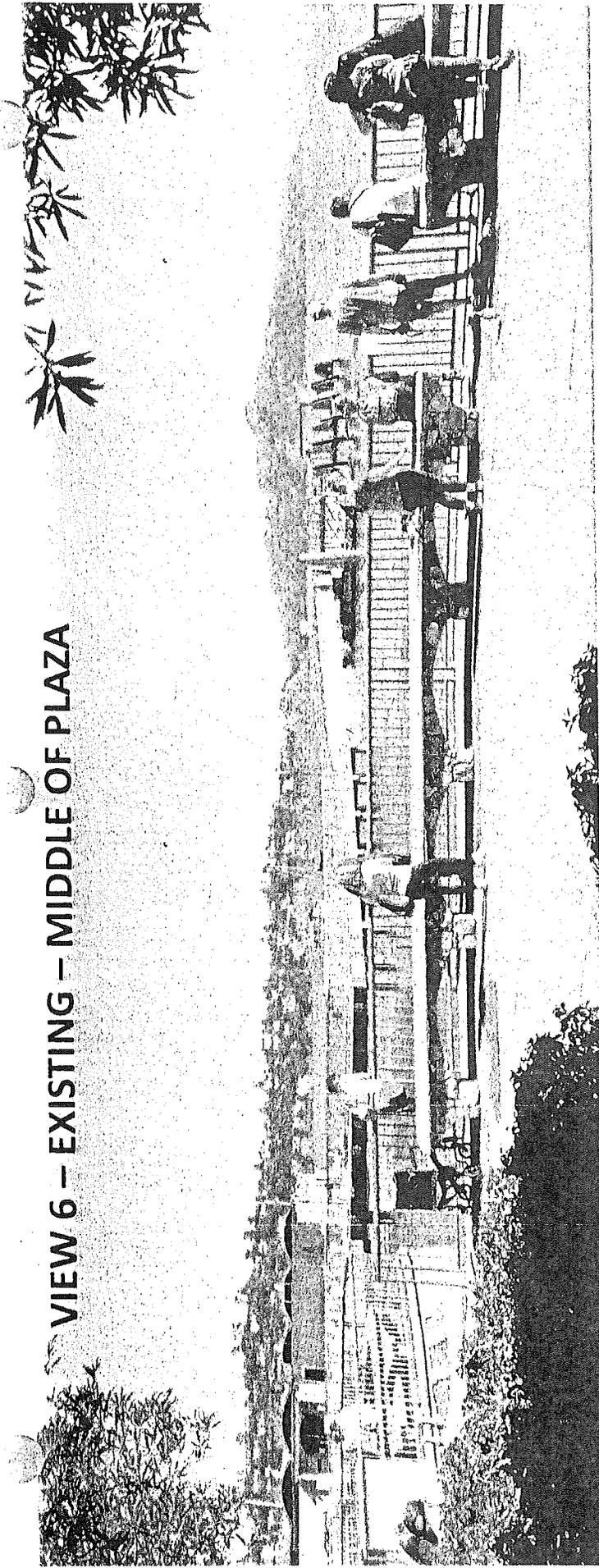
VIEW 5 – EXISTING – NORTH END OF PLAZA



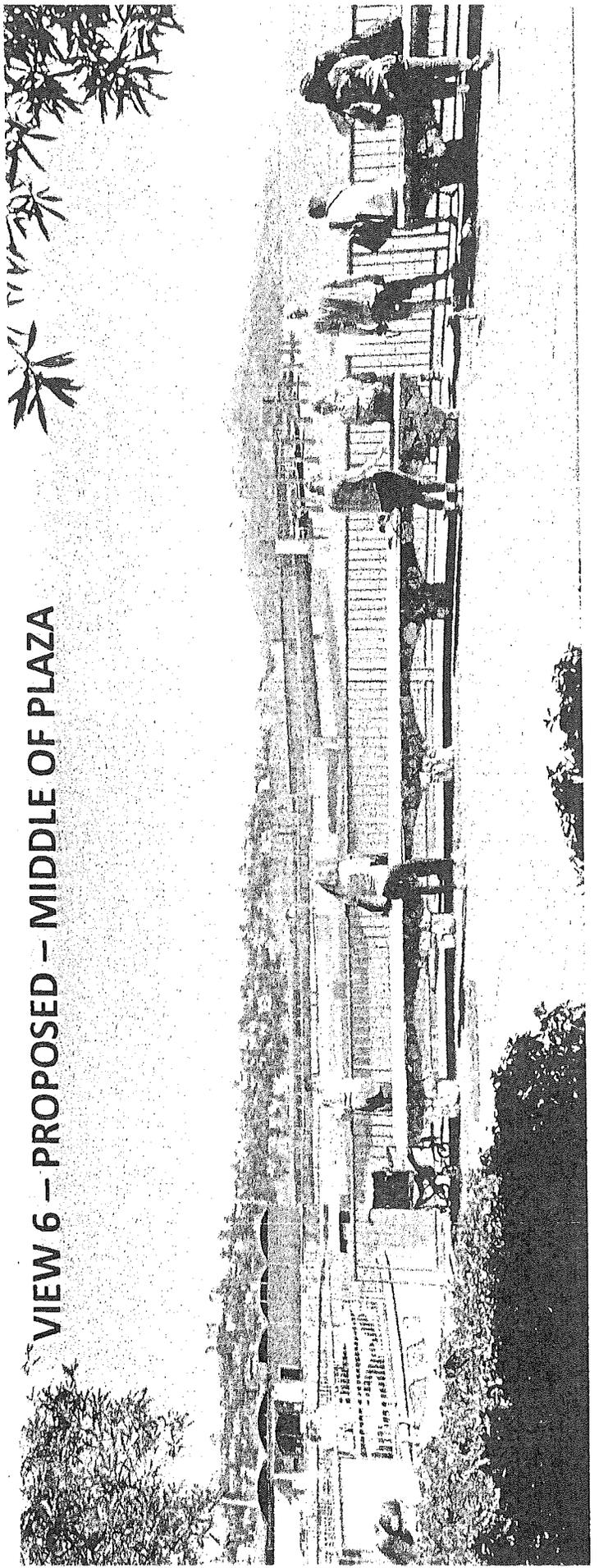
VIEW 5 – PROPOSED – NORTH END OF PLAZA



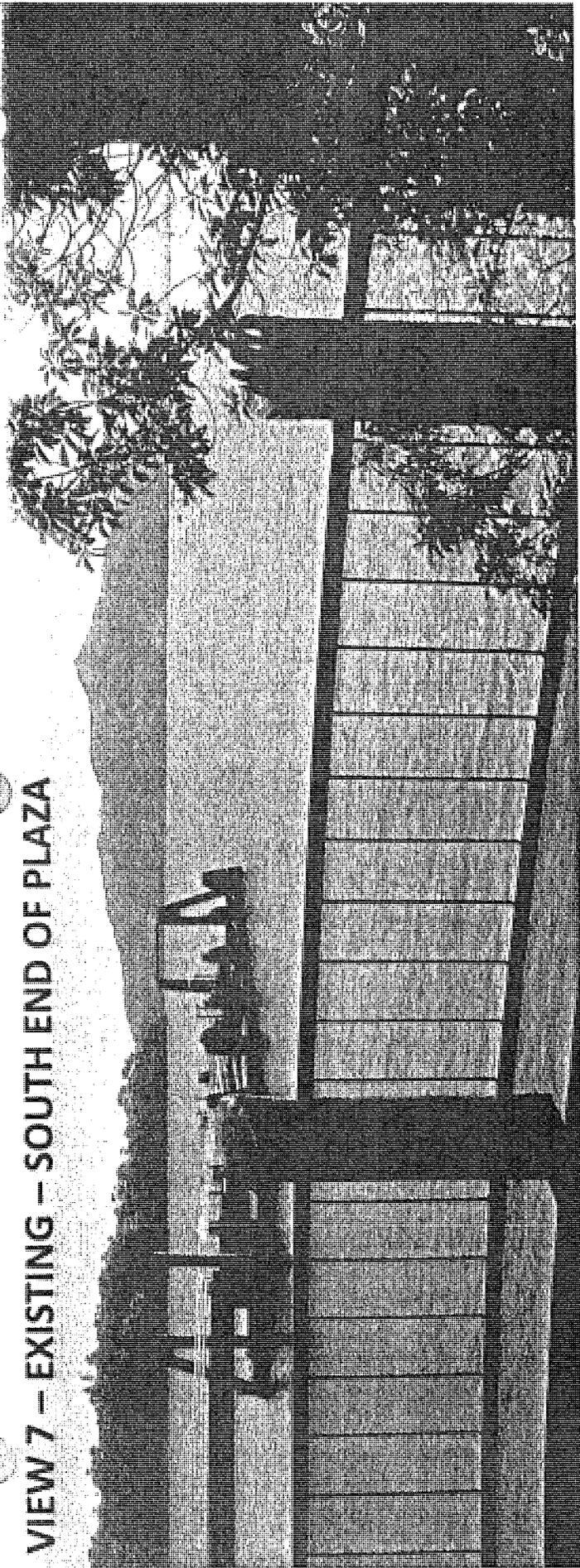
VIEW 6 – EXISTING – MIDDLE OF PLAZA



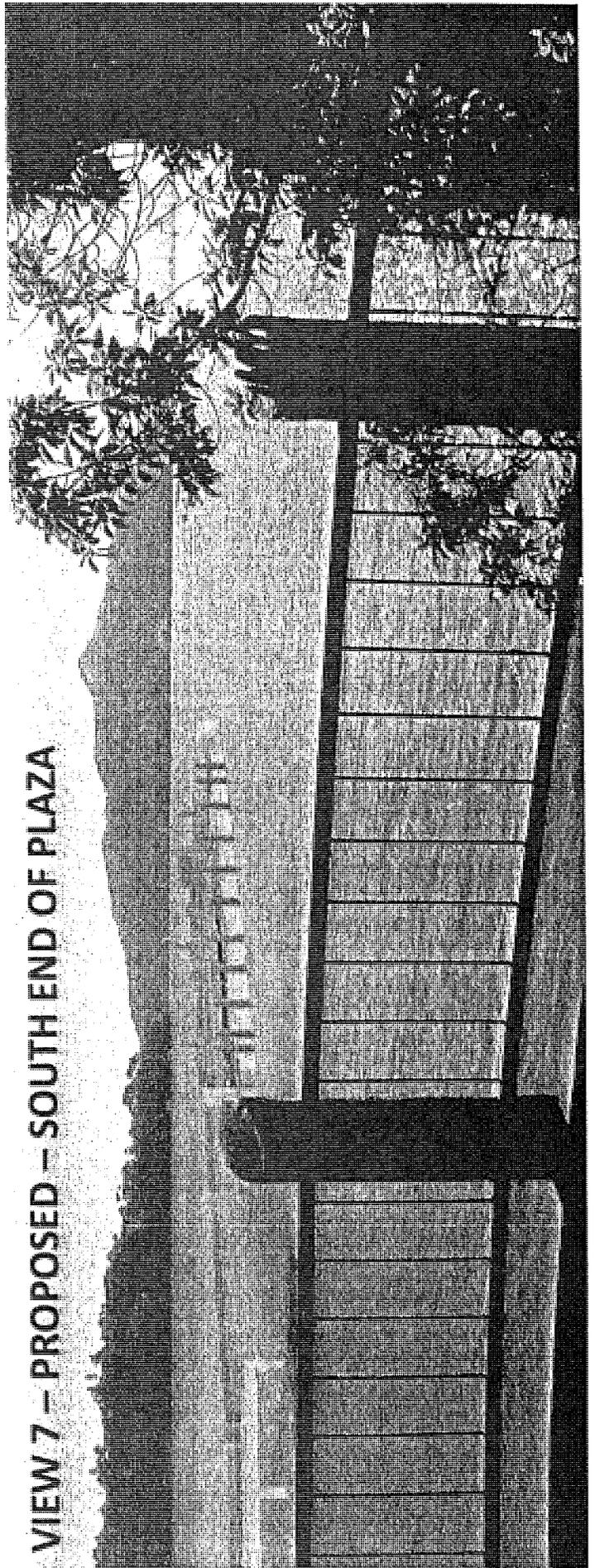
VIEW 6 – PROPOSED – MIDDLE OF PLAZA



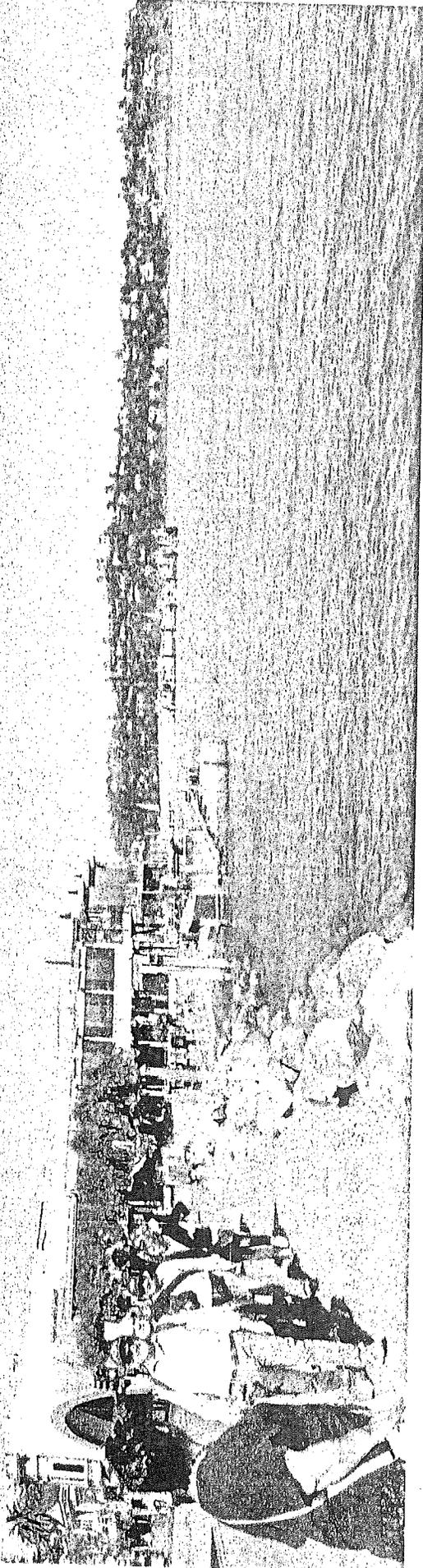
VIEW 7 – EXISTING – SOUTH END OF PLAZA



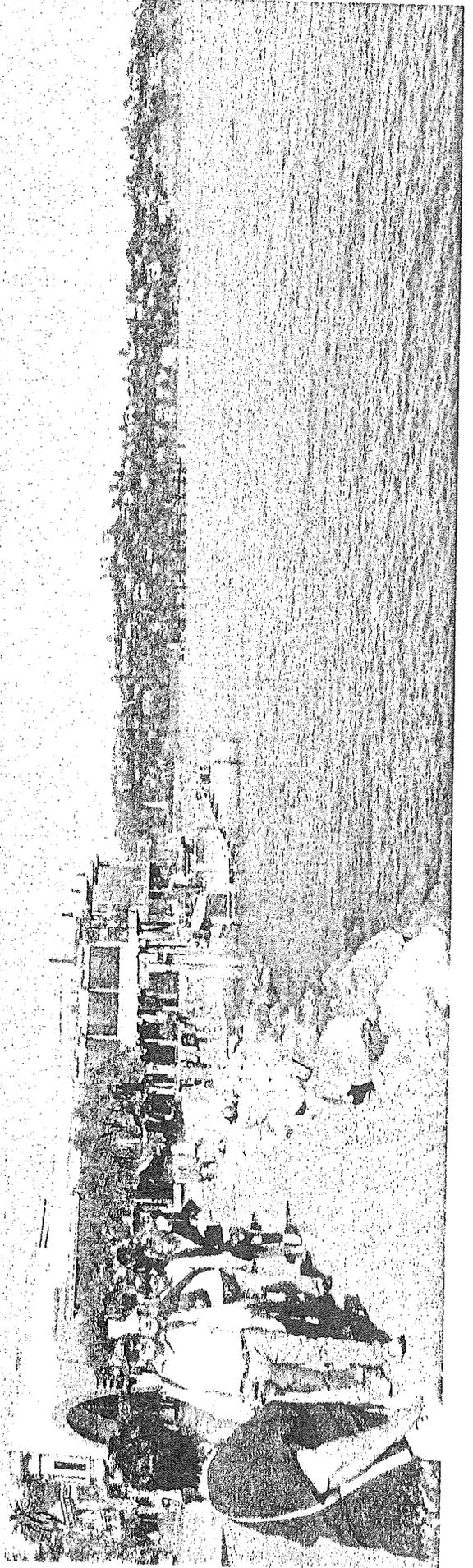
VIEW 7 – PROPOSED – SOUTH END OF PLAZA



**VIEW 8 – EXISTING – FROM BRIDGEWAY**



**VIEW 8 – PROPOSED – FROM BRIDGEWAY**





# Exhibit F



# CITY OF SAUSALITO

420 Litho Street Sausalito, CA 94965  
Telephone: (415) 289-4100  
www.ci.sausalito.ca.us

Denis J. Mulligan, General Manager  
Golden Gate Bridge Highway & Transportation District  
PO Box 9000  
Presidio Station  
San Francisco, California 94129-0601

August 22, 2016

Dear Mr. Mulligan,

The City acknowledges receipt of your letter dated August 18, 2016 to Adam Politzer enclosing revised plans for the Golden Gate Bridge, Highway and Transportation District's ("District") proposed major alternations, improvements and additions to the Sausalito Ferry Terminal (the "Project"), and requesting the City initiate another 45 day review period to determine whether or not the City will consent to the Project pursuant to Section 5.4 of the Lease of Public Tides and Submerged Lands between the City and the District executed as of December 1, 1995 (the "Lease").

Your letter, however, implies, incorrectly, that the City previously failed to timely deny consent to the District's plans submitted on March 24, 2015 within the 45-day review period under the Lease because it did not "inform" the District of its denial until June 6, 2015. But in fact, the City denied consent by Resolution adopted by the City Council during its public hearing on May 5, 2015, within the 45-day review period. You and other District representatives attended and testified before the City Council during that hearing. Moreover, on May 6, 2015, I provided you and other District representatives with formal written notice of the City Council's May 5, 2015 decision, enclosing a copy of the City's Resolution denying consent.

Additionally, your brief description of the history of the parties' collective efforts to reach agreement regarding the Project omits certain facts and information that are important both for a more accurate understanding of past events, and to explain the City's and the District's remaining legal obligations as responsible and lead agencies, respectively, for the Project under California's Environmental Quality Act ("CEQA") that are relevant to the District's request to initiate the City's 45-day review period under the Lease.

As you know, the District as lead agency for the Project adopted a Mitigated Negative Declaration ("MND") prepared in September 2012 for the Project. The City has discretionary approval authority over the Project pursuant to Section 5.4 of the Lease, as well as the authorization required by the Project in order to construct the temporary ferry terminal and locate a portion of the Project outside the existing Lease area. (See District statement prepared for the City Joint Planning Commission and Historic Landmark Board, March 11, 2015 Study Session at p. 12.) As such, the City is a responsible agency. (CEQA Guideline §15381 ["...the term 'responsible agency' includes all public agencies other than the lead agency which will

#### FAX NUMBERS:

Administration: (415) 289-4167  
Recreation: (415) 289-4189

Community Development: (415) 339-2256

Library: (415) 331-7943  
Public Works: (415) 289-4138

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have discretionary approval power over the project.”]; *Lexington Hills Assn. v. State of California* (1988) 200 Cal. App. 4th 415, 431 [responsible agency authority extends to any agency whose approval is required for “any ‘activity’ integral to the project....”].)

CEQA mandates that the City as responsible agency consider the environmental effects of the Project as shown in the MND prior to reaching its discretionary decisions on the Project. (CEQA Guidelines, § 15096(f).) Additional environmental review is required where substantial Project changes or changed circumstances under which the Project is undertaken subsequent to the District’s adoption of the MND require major revisions to the MND. Additional environmental review also is required where new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time of the District’s adoption of the MND shows, among other things, that the Project will have one or more significant effects not discussed in the MND. (Pub. Res. Code § 21166; CEQA Guidelines, § 15162.) An addendum to the MND may be prepared if none of the conditions described in Section 15162 have occurred. (CEQA Guidelines, § 15164(b).) A responsible agency’s determination regarding whether supplemental environmental review is warranted must be supported by substantial evidence. (*American Canyon Community United for Responsible Growth v. City of American Canyon* (2006) 145 Cal. App. 4th 1062, 1083.)

The City is aware of new information and changed circumstances since the District’s adoption of the MND that may trigger CEQA’s requirements for supplemental environmental review.

The MND states that the Project’s “Objectives/Purpose and Need” are: (1) improved accessibility; (2) emergency preparedness; (3) sustainability goals; (4) increased operational efficiency; and (5) future flexibility. (MND, pp. 1-4-1-5.) Operational efficiency is described as resulting from standardized boarding procedures and equipment that would reduce staff training time, and would give the District the ability to move staff between the three terminals seamlessly as needed. (*Id.*, p. 1-5.) There is no reference to any objective, purpose or need to expand the size of the terminal to accommodate, encourage or facilitate projected passenger growth. Instead, the MND states that the capacity of the terminal would be unaffected, the operation of the ferry terminal would be similar to existing conditions, and that the Project does not “facilitate nor support” the establishment or expansion of service. (MND, pp. 1-5, 1-6, 2-52-2-53.)

Subsequent to the District’s adoption of the MND and prior to the City’s decision on the District’s March 2015 proposed plans, the District provided inconsistent and incomplete information to the City regarding the District’s passenger growth projections and the nature and extent to which those projections dictated the substantial increases in size of the proposed new float and gangway from existing conditions.

On the one hand, the District informed the City in written materials on March 11, 2015 that the Project was designed to accommodate a projected 4% annual increase in passengers; although no information was provided as to how those projections necessitated the District’s proposal to increase the size of the float from existing 110’ long x 42’ wide to 150’ long x 53’ wide, and the size of the gangway from existing 70’ long x 5.9’ wide to 90’ long x 18.3’ wide. On the other hand, you informed the City Council in your testimony before them during the City

Council's public hearing on May 5, 2015 that the District's passenger growth projections "don't affect the fundamental size of the float or gangway." You explained further that the proposed dimensions of the float and gangway are "dictated by the geometry of the Americans with Disabilities Act..." and that "[i]f there was no growth, or if there's a doubling, it wouldn't affect the fundamental size of the float and the gangway." You added: "[t]oday's operational needs, as well as accessibility standards, indicate that these dimensions are appropriate." (City Council Minutes, May 5, 2015 at 19:13-26.)

During the May 5, 2015 public hearing, the City Council denied consent to the District's March 2015 proposed plans based in part on its findings that the overall size of the project was too large, and because of insufficient information to confirm full compliance with CEQA. The City's Resolution denying consent stated in relevant part: "[w]hile the MND states that the capacity of the Ferry Terminal would be unaffected by the Project, new information recently provided by the District suggests that the Project will increase the capacity of the terminal."

On March 2, 2016, the District submitted revised plans for the Project. On March 4, 2016, the District's outside legal counsel, Michael N. Conneran, confirmed in writing to me that the District agrees that the 45-day review period under the Lease "will not apply to the [District's] submittal." Notably, although the District previously informed the City that the size of the new float and gangway proposed in the District's March 2015 plans were dictated by requirements under the Americans with Disabilities Act ("ADA") and current passenger use and therefore could not be reduced, the District's March 2016 plans reduced the length of the proposed float from 150' to 145.5', and the width of the proposed gangway from 18' to 16'. The District, however, still did not fully disclose its underlying passenger growth projections; nor any engineering calculations demonstrating how the District's growth projections necessitate the size of the proposed float and gangway in the March 2016 plans; which remained multiple times larger than the existing terminal. Moreover, your letter to the City of March 2, 2016 accompanying the District's revised plans reiterated that while the Project has been downsized in many ways, "[o]ne exception is the size of the float, which is mandated by ADA requirements, particularly those related to providing slopes that are readily accessible.... The District cannot and will not build a facility that is not readily accessible by individuals with disabilities." (Mulligan March 2, 2016 letter at p. 2.)

Because of the foregoing unanswered questions and seemingly inconsistent information, in May 2016, the City retained the well-regarded engineering firm of COWI North America ("COWI") to peer review the District's revised Project plans.<sup>1</sup> In response to COWI's requests for information, the District explained on June 16, 2016 that its proposed new float includes a 16-foot wide central walkway that is not mandated by ADA requirements, but rather by the District's operational desire that the width of the central walkway correspond to the District's two, 8-foot wide vessel doors. The District also first disclosed that the size of the proposed float

<sup>1</sup> The City also retained the professional planning and design firm, Environmental Vision, to peer review the District's computer-generated visual simulations of the proposed Project from eight viewpoints. On June 1, 2016, Environmental Visions reported that several of the District's simulations were inaccurate. Two of the viewpoints depicted the scale of the ramp and float at 75% and 80% of their correct size, respectively. The District in response agreed to provide revised renderings, which were provided on August 16, 2016.

and gangway is dictated by the District's desire to have the operational ability in the future to unload and load a total of 920 passengers (408 unloading and 512 loading) within 15 minutes. These passenger counts represent 85% of the District's assumed maximum passenger use in the year 2029, based on an annual 4% growth rate commencing in 2014. The District's reliance on 2014 passenger counts as the baseline for its 2029 passenger projections obviously is information that was not known, and could not have been known at the time the District adopted the MND in 2012.

More recently, on August 11, 2016, the District provided the City with additional new information that was not known, and could not have been known in 2012. First, the District provided the City with actual daily ferry passenger counts from 2014 to the present, which revealed that the District's passenger assumptions underlying the current plans exponentially exceed actual, existing use. Second, the District provided monthly bike counts from 2012 to the present, showing the number of ferry passengers disembarking and loading with bikes. This data confirmed and quantified substantially changed circumstances since the District's adoption of the MND. In 2012, monthly bike use averaged 9,200, with a high mark of 16,469 bikes in July. This figure soared in 2014 to a monthly average of 16,007 bikes, with a high mark of 29,796 in August. Finally, the District revealed for the first time that the size of the proposed Project is dictated in part by the District's operational desire and mission to facilitate and increase ferry ridership, drawing regionally from traffic along the 101 corridor. (District August 11, 2016 response, p. 2.) This new information is inconsistent with multiple statements in the MND, as well your letter to the City of March 2, 2016 in which you stated that "[t]he Project was not intended to increase ridership, but merely to replace an aging facility with one that met applicable accessibility requirements." (Mulligan March 2, 2016 letter at p. 6.)

The foregoing new information and changed circumstances at a minimum raises the potential for new and significant growth inducing, recreation and public services impacts that were not adequately evaluated in the MND. CEQA's requirement to consider growth inducing impacts broadly includes a discussion of the "characteristic of some projects which may encourage and facilitate other activities that could significantly affect the environment, either individually or cumulatively." (CEQA Guidelines, § 15126.2(d).) Here for example, the bike count data the District provided on August 16, 2016 reveals that bike use significantly declined between 2014 and 2015, from a monthly average of 16,007 bikes to 14,401. The current Project, given the District's stated objective to construct a terminal large enough to facilitate, and indeed encourage more passengers (and bikes), may reverse the current trend and increase the number of tourists with bikes in Sausalito, thereby raising the potential for new and significant recreational and public service impacts.

CEQA expressly provides that "[i]t must not be assumed that growth in any area necessarily is beneficial, detrimental, or of little significance to the environment." (CEQA Guidelines, § 15126.2(d).) Consistent with that statement of law, the *Final Program EIR for the Expansion of Ferry Transit Service in the San Francisco Bay Area* similarly stated regarding that project's potential for growth inducing impacts in relevant part that "[g]rowth can be considered negative or positive, depending on the objectives of the local government and community. Local governments have the responsibility to make land use decisions. Potential growth inducing impacts should be considered by planning staffs at the local level to ensure that specific projects

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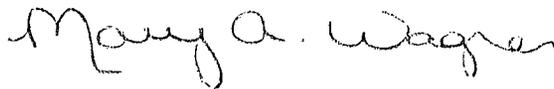
do not induce unplanned or unwanted growth.” (*Executive Summary, Final Program Environmental Impact Report, Expansion of Ferry Transit Service in the San Francisco Bay Area*, prepared by URS Corporation (2003), at p. ES-10.)

Prior to receipt of your August 18, 2016 letter, the City retained LSA Environmental Associates, Inc. to investigate whether Project changes, changed circumstances or new information trigger CEQA’s requirements for further environmental review with respect to potential growth inducing, recreation and public service impacts.<sup>2</sup> LSA estimates completing this investigation by the end of next month. The District’s request to initiate the City’s 45-day review period under the Lease compels the City to make its decision on whether or not to grant consent to the Project by September 30, 2016, prior to the City’s completion and full consideration of LSA’s CEQA analysis and findings.

We therefore request that the District agree to extend the City’s 45-day review period under the Lease by two weeks, to October 14, 2016, so that the City Council may make its decision with the benefit of all the information it requires to fulfill its separate responsibilities as landlord under the Lease and responsible agency under CEQA.

Thank you for your consideration of this request, and we look forward to your response.

Sincerely,



Mary Anne Wagner, City Attorney

cc: Adam Politzer, City Manager  
Danny Castro, Community Development Director  
Lilly Schinsing, Assistant City Manager/City Clerk  
Michael Conneran, Esq.  
John Bowers, Esq.

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<sup>2</sup> As responsible agency, the City is responsible for considering only the effects of those activities involved in a project which it is required by law to carry out or approve. (Pub. Res. Code § 211002.1(d).) The District, however, as lead agency is responsible for considering the effects, both individual and collective, of all activities involved in a project. (*Ibid.*) Because the District must provide further discretionary approvals for the Project, it must consider prior to those approvals the extent to which project changes, changed circumstances or new information trigger CEQA’s requirement that it conduct further environmental review. (CEQA Guidelines, § 15162(c).)

# EXHIBIT G

VIA ELECTRONIC MAIL

September 2, 2016

Mr. Adam Politzer  
City Manager  
City of Sausalito  
429 Litho Street  
Sausalito, CA 94965



**Re: Golden Gate Ferry: Sausalito Terminal Vessel Boarding Rehabilitation Project**

Dear Mr. Politzer:

Thank you for the letter of August 22, 2016 from your City Attorney, acknowledging receipt of the Golden Gate Bridge, Highway and Transportation District's (District) letter of August 18, 2016. Our letter resubmitted plans for replacement of the Sausalito Ferry Landing. Yours requested additional time to allow the City's newly-engaged environmental consultant to review and complete a report. In response to your letter the District is hereby withdrawing its submittal and our request for the City's review within a 45-day period pursuant to Section 5.4 of the Lease. As such, the District requests that the City not take any action regarding the District's Project to replace the Sausalito Ferry Landing (Project).

The City's letter reviewed some of the history of this Project. Allow me to provide our historic perspective of the City's involvement with this Project.

District presentations to the City Council, beginning in 2008, informed the City of plans to replace the Sausalito Ferry Landing due to its serious disrepair. Further, staff advised Council that the renewed facility would need to comply with the requirements of the Americans with Disabilities Act.

The Council approved the proposed design at its meeting of May 3, 2011. The District then prepared and circulated a Mitigated Negative Declaration, upon which the City commented in a letter dated October 18, 2012. The District adopted the Mitigated Negative Declaration (MND) in December, 2012.

The District proceeded to design the facility in accordance with the Project cleared in the MND and was seeking final regulatory approval from the San Francisco Bay Conservation and Development Commission (BCDC) in October, 2014. Members of the Sausalito community, at that juncture, sought to block the approval, claiming that the District needed to seek the City's approval of the Project under the terms of the 1995 Lease. BCDC declined to act on the Project until the Lease issue was resolved.

The District and City agreed to engage in a process to allow the City to review the Project, and following a series of preliminary meetings, engaged in a public process within the 45-day

timeline provided for in the Lease for the City, as landlord, to provide or deny consent to the District's desired improvements. That process resulted in the May 5, 2015 City Council denial of consent to the Project.

Subsequently, a series of "stakeholder" meetings were held wherein representatives of the community and the District sought to reach agreement on the size and configuration of the terminal. Iterative changes to the Project, including design elements responsive to comments and requests by community members, were an integral part of that stakeholder process. Following this extensive process, the District resubmitted its plans on August 18, 2016. Those plans reflected cumulative changes discussed in the stakeholder process.

In response to our submittal, the City's August 22<sup>nd</sup> letter contains a lengthy discussion of the terms of the California Environmental Quality Act (CEQA) as they apply to "responsible agencies." That letter incorrectly asserts that the District submitted "new information." The City further requests a delay of consideration of the District's request in its letter, to allow a consultant to review this "new information" to help the City decide if it should reopen the CEQA process, should that review determine there are new environmental impacts that need to be addressed.

The information below is provided in response to the assertions in your letter regarding "new information" and "changed circumstances."

#### Justifications for Size of Float and Gangway

In the second full paragraph of Page 3 of your letter, you state that the District has asserted that the justification for the size of the float and gangway were "dictated by requirements under the Americans with Disabilities Act ("ADA") and current passenger use and therefore could not be reduced . . .", yet you contend that the District reduced both the length of the float and the width of the gangway.<sup>1</sup> As you will see below, the District has consistently stated that the size of the float and the length of the gangway are substantially mandated by ADA requirements to meet the required 1:12 slopes on the gangplanks from the vessels and the gangway to access the pier (although it has offered to reduce some minor clearances intended for maintenance access). At the same time, the District has consistently explained that its desire for a gangway with a 16 foot width is based on operational reasons, i.e. the smooth flow of passengers on and off the vessels, using the two eight-foot doorways. In the footnote below, I point you to multiple locations where these statements have been made to the City.<sup>2</sup>

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<sup>1</sup> You later stated that this resulted in "unanswered questions and seemingly inconsistent information" which required the City to retain an engineering firm to peer review the District's information. [To date, we have not been provided with a copy of any report by COWI.]

<sup>2</sup> Among the statements regarding the operational benefit of the wider gangway, see the District's presentation at the March 11, 2015 joint meeting of the Planning Commission/Historic Landmarks Board, Slides 4, 20, 28-37; April 1, 2015 joint meeting of the Planning Commission/Historic Landmarks Board, Slides 4, 10, 14, 18-22, 26-27; and responses to question 51 from the March 11th meeting, and questions 2 and 5 from the April 1st meeting ("The replacement gangway . . . must have a clear width of 16 feet in order to optimize ferry operations and accommodate the projected number of passengers who will use the facility over its 30 to 40 year lifespan." In addition, in the District's formal submittal of March 24, 2015, on the third page, under "Project Purpose" the third topic is "Improve Operational Efficiencies."

It is concerning that, after the many meetings, presentations, illustrations and design submittals, there can still be such basic confusion on the part of the City as to these details.

#### Failure to Disclose Underlying Growth Projections

Later, that same paragraph states that the District did not “fully disclose its underlying passenger growth projections nor any engineering calculations demonstrating how the District's growth projections necessitate the size of the proposed float and gangway in the March 2016 plans . . . .” You later claim that District (purportedly for the first time) explained that the float includes a 16-foot walkway that is not mandated by ADA, but by the District's operational desire to match the width of the 8-foot vessel doors. In the next paragraph, you state that “[t]he District also first disclosed that the size of the proposed float and gangway is dictated by the District's desire to have the operational ability in the future to unload and load a total of 920 passengers.” [Emphasis added.] You further state that these passenger counts represent 85% of the District's assumed maximum passenger use in the year 2029, based on an annual growth rate of 4%, commencing in 2014. You go on to state that this purported reliance on 2014 numbers as a baseline “obviously is information that was not known, and could not have been known at the time the District adopted the MND in 2012.”

There are multiple failures of both fact and logic in the analysis and statements in your letter. First, the District has consistently stated that the justification for the size of the replacement facilities is both accessibility and operational requirements. The governing requirements for the length and width of the float, and the length of the gangway, are to meet the ADA requirement of 1:12 slopes. (In addition, there were some minor clearances to allow for crew access to work areas around the ADA-mandated facilities, which the District reduced in a good faith effort to minimize, to the extent possible, these dimensions.)

Second, as made clear on numerous occasions, the width of the gangway is needed for operational purposes. This is not “new information.” As early as the initial public meeting on March 11, 2015, the District has explained its growth projections:

Response to question 6 from March 11, 2015 meeting: “The facility has been designed to accommodate a projected 4% per year growth in numbers of passengers through year 2020.”

Responses to questions 2, 5, 10 and 12 from April 1, 2015 meeting discuss precisely the same growth projections that your letter cites as “new information” based on 2014 ridership data.

These 2015 responses reference ridership numbers from 2005 to 2009 to support the projections. It appears that the purported “new information” is nothing more than an updated response to a question first posed in 2015 that could very easily have been posed by the City as a comment to the 2012 MND.

While we find it necessary to point out the degree to which the City's letter mischaracterizes the timing and content of the information submitted by the District, the more important point is that

this information has nothing to do with the continued adequacy of the MND or the presence of asserted "new information" that is relevant under CEQA regarding environmental impacts.

The design of the Project was shown in the 2012 MND. It has only been reduced—at the request of the City. If there were questions regarding the reasons for that design or the assumptions underlying it, these could easily have been submitted with the City's comments in 2012, or served as the basis for a challenge to that document. The fact that the District, in responding to the City's questions, may have provided additional or updated information to justify that design does not change the fact that the size of the Terminal was fully disclosed in 2012 and has not increased, but has in fact been reduced.

Your letter states in the first full paragraph on page 4, that the District has provided information regarding the 2014 ridership levels that show that "the District's passenger assumptions underlying the current plans exponentially exceed actual, existing use" and that the numbers of bicycles has increased between 2012 and 2014. Your letter then states that bicycle use significantly declined from 2014 to 2015, but expresses concern that such numbers may increase in the future. It should be noted that none of these numbers, high or low, impacts the proposed Project, since it has not been constructed yet.

The District has attempted to explain to the community why it might want to have a gangway of sufficient width to allow orderly boarding of its vessels, both now and for the useful life of the facility. The fact that it used a projection of a 4% growth in ridership to justify the width is not evidence of an environmental impact, it is simply an explanation for the District's reasons for wanting to keep the width of the facility that was cleared in the 2012 document.

Finally, your letter claims that certain statements in the District's August 11, 2016 communication have "revealed for the first time" that a motivation behind the size of the facility is a desire by the District to increase ferry ridership "to reduce traffic along the 101 corridor." Again, this is claimed to be "new information," "inconsistent" with the MND and therefore is something that can serve as a basis to re-evaluate the project under CEQA.

Besides being factually incorrect (note the third paragraph of the District's March 24, 2015 submittal)<sup>3</sup> this claim seems to indicate that a party can attribute a different motivation to a project and that this "secret motivation" can then serve as "new information" to justify reopening to additional CEQA review the dimensions of a project that were clearly stated in the original document.

The District has stated clearly, from the institution of its ferry and bus operations over 40 years ago, that the purpose of those services is to reduce the amount of vehicle traffic on the Golden

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<sup>3</sup> From the District's March 24, 2015 submittal: "The improvements will allow Golden Gate Ferry to continue providing quality public transit across the San Francisco Bay and ease congestion on Highway 101 by reducing the number of motor vehicles traveling between the North Bay counties and San Francisco. The increased use of public transportation decreases the region's dependence upon automobile transportation, thereby reducing the region's overall fossil fuel usage and associated emissions and improving the environmental sustainability of transportation in the region."

Correspondence to Mr. Adam Politzer  
September 2, 2016  
Page 5

Gate Bridge and the Highway 101 corridor. This is nothing new, nor a different motivation for this Project.

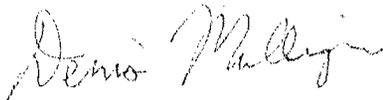
This Project is a regional project, and the State Legislature has clearly stated that the City has no land use authority over it. The City's only basis to consider the Project is due to the terms of the 1995 Lease. By means of that Lease, it appears that the City is attempting to control the size and operations of this regional transportation facility.

As stated above the District hereby withdraws its request for the City to consent, under the terms of the 1995 Lease, to the plans for the replacement landing, and further withdraws any request to utilize City property and asks the City to take no further action on the Project.

As the District is seeking no discretionary action by the City, the City is no longer a responsible agency under the terms of CEQA and should halt any environmental review process.

Please contact me at (415) 923-2203 if you wish to discuss this matter further.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denis Mulligan".

Denis J. Mulligan  
General Manager

cc: Mary Wagner, City Attorney  
Danny Castro, Director, Community Development

# EXHIBIT H



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DATE 09/23/16  
PAGE 1/9  
REF Final

## Peer Review of Proposed Float Size for Sausalito Ferry Terminal Improvement Project – Summary Report

COWI was retained by the City of Sausalito in May 2016 to perform a Peer Review of the Golden Gate Bridge Highway and Transportation District (District) proposed float for the Sausalito Ferry Terminal Improvement Project. The Peer review consisted of two phases.

### Phase 1 (May 2016 – July 2016) – Review of Proposed Float Size based on District Assumptions

- COWI reviewed documents provided by the District related to the design of the terminal, see Section 1 below.
- COWI identified the key design criteria used by the District for the design of the terminal, see Section 2 below.
- COWI performed a Peer review of the terminal to verify if the float has been size appropriately using the District's design criteria. The Peer review and COWI's conclusions are based on accepting the District's criteria and the underlining assumptions related to passenger count and loading time. See Section 3 for Peer review conclusions.

### Phase 2 (Aug. 2016 – Sept. 2016) – Review of District's Passenger Loading Calculations

- COWI reviewed additional information provided by the District related to the assumptions/calculations used to size the width of the gangway and central walkway based on passenger boarding times. The width of the central walkway directly affects the overall width of the float (i.e. a one foot reduction to the central walkway would allow for a one foot reduction in the overall float width). See Section 4 for our review of the District's passenger loading calculations.

## Section 1 – Summary of Information reviewed by COWI

The following is a summary of the communications and the documents reviewed by COWI (**key documents reviewed are listed in bold text**):

- a. May 11, 2016 – Lily Whalen of the City of Sausalito (City) sent Carolina Wallin of the Golden Gate Bridge Highway and Transportation District (District) an email titled "*List of information from COWI*". The email contained a list of information needed by COWI to perform the review.
- b. May 16, 2016 – Carolina Wallin (District) sent Lily Whalen (City) a document titled "**Proposed Float Size Discussion – For City of Sausalito Peer Review**" (45-pages). Lily forwarded the document to COWI on May 23, 2016. The document was prepared by the District and their consultant Moffatt & Nichol (M&N). The document provides a discussion of the proposed float size, shows selected drawings and renderings of the proposed float, provides vessel data for the applicable ferries and provides schedules for the Sausalito ferry.
- c. June 1, 2016 – Lily Whalen (City) sent Carolina Wallin (District) an email titled "*List of information from COWI*". The email contained a list of additional items COWI required to complete the review.

- d. June 08, 2016 - Carolina Wallin (District) sent Lily Whalen (City) an email titled "**List of information from COWI**" (1-page). Lily forwarded the email to COWI on June 08, 2016. The email provided a response to the June 1, 2016 email. The District provided notes on where the missing information needed to complete the review could be found in the "*Proposed Float Size Discussion – For City of Sausalito Peer Review*" document along with some additional explanation of the design.
- e. June 09, 2016 - Adam Politzer (City) sent Denis Mulligan (District) an email titled "Sausalito Ferry Landing - Peer Review". The email contained five (5) questions from COWI related to the design.
- f. June 16, 2016 – Carolina Walling (District) sent Adam Politzer (City) a document titled "**Responses to Questions from the City of Sausalito Received June 9, 2016**" (4-pages). Adam forwarded the document to COWI on June 16, 2016. The document responded to the five (5) COWI questions sent to the district on June 9, 2016.
- g. June 17, 2016 – Carolina Walling and Denis Mulligan (District), Bo Jensen (M&N), Adam Politzer and Jonathon Goldman (City), and James Connolly (COWI) attended a Float Peer Review Meeting at Golden Gate Bridge Toll Plaza Building. COWI's June 09, 2016 questions and the District's responses were discussed. The District and M&N agreed to provide additional information to clarify some of the float design requirements.
- h. June 30, 2016 - Carolina Walling (District) sent Adam Politzer (City) a document titled "**Additional Proposed Float Information for City of Sausalito Peer Reviewer**" (29-pages). COWI was cc'd on the email from Carolina. The document addresses issues raised by the City and COWI during their meeting with the District on June 17, 2016. Calculations were provided relating the width of the walkways, number of passengers, and ferry schedule. Information was also provided explaining how various dimensions were calculated.
- i. July 12, 2016 - Carolina Walling (District), Bo Jensen and Azadeh Bozorgzadeh (M&N), and James Connolly and Casey Bowden (COWI) held a telephone conference call to clarify information provide in the June 30, 2016 document.
- j. July 13, 2016 – James Connolly (COWI) sent Carolina Walling (District) an email titled "*Follow-Up Question requested by COWI about GG ferry Terminal*". The email summarized the four (4) outstanding questions discussed during the July 12, 2016 conference call.
- k. July 14, 2016 - Carolina Walling (District) sent Adam Politzer (City) an email titled "**Follow-Up Question requested by COWI about GG ferry Terminal**". (2-pages). COWI was cc'd on the email from Carolina. The document provides responses to the four (4) questions sent by COWI on July 13, 2016.
- l. July 21, 2016 – Adam Politzer (City) sent Denis Mulligan (District) an email titled "**July 21st District/City Meeting - Request for Additional Information**" The email contained a list of four items the City needed from the District.
- m. August 11, 2016 - Carolina Walling (District) sent Adam Politzer (City) a letter titled "**Additional Information per City of Sausalito 7-22-16 Request**". (385-pages). The document provides responses to the four (4) questions sent by the City on July 21, 2016.

## Section 2 – Summary of Key Design Criteria for Float

The float size is governed by the following key features of the boarding facility.

**Vessel Size** – The District is retrofitting all of its ferry vessels, Spaulding class and Catamaran class, to enable two-door boarding and disembarking through two 8-foot doors from the main deck of the vessels. The centerline to centerline spacing of each door is 48 feet. See Exhibit 1 for additional information.

**Number Passengers** – The design of the replacement boarding facilities is based on the District's projected year 2029 maximum volume of passengers per trip using the 85-percentile volume. Note that the 85-percentile means that from 100% of the trips sorted in order from highest to lowest volume, the passenger volume representing the 85% spot on the list is used for the design. The estimate assumes 4% ferry passenger growth per year but notes that average growth in recent years was 7%. Based on these District assumptions the ferry passenger count used for design of the proposed facility is as follows. See Exhibit 2 for additional information.

408 total passengers (no bicycles) disembark from the ferry vessel onto the facility  
512 total passengers (200 with bicycles) board from the facility onto the ferry vessel

**Schedule** – The existing Sausalito ferry schedule, from GoldenGate.org, shows the following turnaround times in minutes, where the turnaround times are the departure time minus the arrival time.

weekdays: 10\*, 25, 10\*, 30, 20, 25, 20, 20, 20, 15  
weekends: 10\*, 15, 15, 30, 20, 25, 20, 15

The proposed boarding facility should be sized to allow the design number of passengers to disembark and board the ferry without delaying the schedule. The District notes that, with the existing boarding facilities, in order to maintain the schedule, boarding must cease at a specified time which often leaves passengers behind while a less-than-full vessel departs. Based on the proposed boarding facility, the District has calculated a turnaround time ranging from 12.6 to 14.6 minutes. The District notes that this estimated turnaround time is based on ideal operational conditions and doesn't account for delays due to: poor weather, passengers not queued and ready to disembark upon ferry landing, security sweeps which encounter hazards that require immediate attention, passengers not familiar with the boarding procedure, and passengers with limited mobility. See Exhibit 3 for additional information.

\* COWI assumes that the 10-minute turnaround times occur when ferries enter Sausalito empty and therefore the 3 to 5 minute security sweep is not required so the estimated turnaround time is 9.6 minutes. The District should confirm this assumption.

**ADA Requirements** – All sloped areas are limited to a maximum slope of 1 vertical to 12 horizontal per ADA guidelines. This requirement controls approximately 2/3 of the float width due to the gangway slopes as shown in Exhibit 4 (Ref. b, Figure 4). With respect to the length of the float, the ADA slope requirement controls the length of the Boarding Apron as shown in Exhibit 5.

**Operational Requirements** – At both the near and far ends of the float the District has determined minimum clearances for workers to access, maintain and repair the various features of the boarding facility. At the near end of the float the District has determined that a minimum of 5.5' in front of the gangway support is required along the float length to allow for at least two employees with their equipment to service the gangway support and stay a safe distance away from the float edge. See Exhibit 6 for additional information. At the far end of the float the District has determined that a 6' wide clear walking path is the minimum width required for worker safety. See Exhibit 7 for additional information.

## Section 3 - Conclusions on if the float dimensions are optimized

Our conclusions regarding whether or not the float and walkway dimensions are optimized are summarized in the following section. The float width (53'-0") and length (145'-6") were reviewed. The dimensions of each key component was reviewed individually. See Figures 1 and 2 for the layout of the float and location of the key dimension reviewed.

Note that COWI's engineering review is based on the information provided by the District and their consultant M&N as listed in Section 1, the operational requirements established as the basis of design in the documents provided (size of vessels, number of passengers, ferry schedule, ADA requirements, tidal range, etc.), and COWI's independent calculation of key dimensions. The review is based on accepting the District's criteria and the underlining assumptions related to passenger count and loading time.

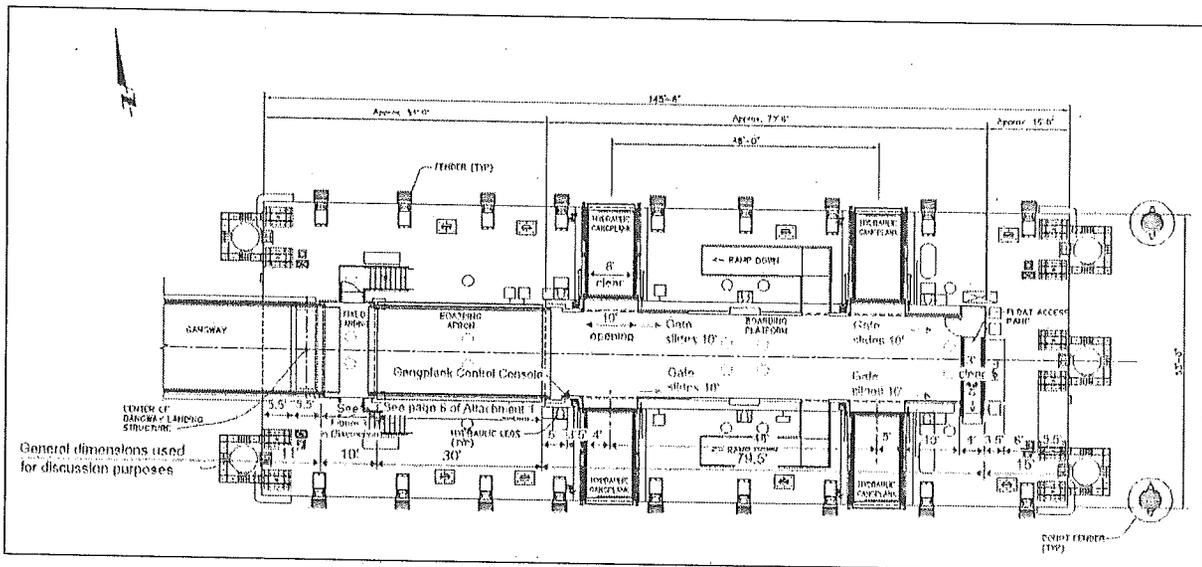


Figure 1 – Plan View of Float and Walkways

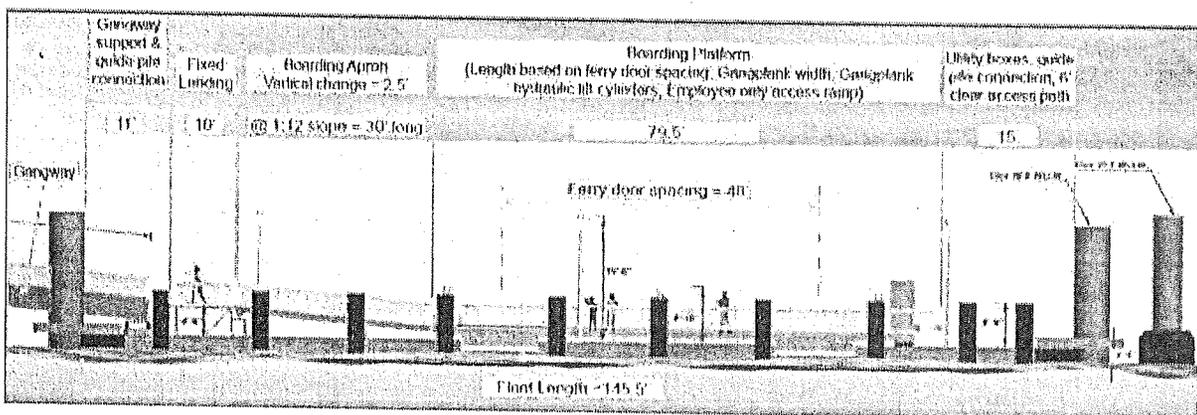


Figure 2 – Elevation View of Float and Walkways

## Float Length (145'-6")

The proposed float length of 145.5' is composed of the various sections along the length of the float.

### a. Near End - Gangway Support & Guide Pile Connection (11'-0")

The proposed 11'-0" Near End of the float consists of 5.5' of space for workmen to access the gangway rollers/pins for maintenance/repair and 5.5' for the gangway support structure. The details and assumptions of the District with respect to the 5.5' gangway support structure appear reasonable.

It appears that the 5.5' worker access space could be optimized based our review of the available information. This distance could be reduced by approximately 1ft.

In the response provided on July 14, 2016 the District indicates that "the 5.5' worker access space is necessary for access and safety purposes." COWI has not been able to independently verify the need for 5.5' width for safety reasons. Typically safety requirements are established by the owner/end users in addition to governing regulatory agencies (California Building Code, OSHA, etc.). In this situation, the "safety reasons" appear to be an owner/end users requirement and COWI cannot offer a definitive conclusion on the provided width.

### b. Fixed Landing (10'-0")

The proposed 10.0' Fixed Landing provides a flat transition between the Gangway and Boarding Apron. Although only 5.0' is required per ADA requirements, the 10.0' must include transition plates between the flat Fixed Landing and varying slopes of the Gangways and Boarding Aprons. The details and assumptions of the District with respect to these plates and other design constraints such as gaps at hinges appear reasonable. It is our conclusion that the Fixed Landing length is optimized.

### c. Boarding Apron (30'-0")

The proposed 30.0' Boarding Apron length must accommodate 2.5' of vertical movement and is controlled by ADA requirements that slopes must not exceed 1:12. Our independent calculation confirms the 30.0' length. It is our conclusion that the Boarding Apron length is optimized.

### d. Boarding Platform (79'-6")

The proposed 79.5' Boarding Platform length chiefly accommodates the spacing of the existing ferry doors (56.0' from the outside of the near door to the outside of the far door), 10.0' to store the rolling gates when passengers are disembarking and/or boarding the ferries, and 4.0' for an employee ramp (note that stairs cannot be used since the Boarding Platform moves up and down). The remaining 9.5' of length is occupied by hinge connections, hydraulic connections, gangplank consoles, etc. The details and assumptions of the District, along with our independent calculations support the 79.5' length. COWI performed an independent check of the width of the two Hydraulic gangplanks. Our calculations confirm that the 8.0' width is controlled by the time it takes to unload and load the passengers from the vessel within the prescribed schedule. It is our conclusion that the length of the Boarding Platform has been optimized.

### e. Far End - Utility Boxes, guide pile connection, 6' clear access path (15'-0")

The proposed 15.0' Far End of the float consists of 3.5' for hydraulic power units (HPU's), a 6.0' worker walkway and 5.5' for the guide pile collar connection to the float. The details and assumptions of the District with respect to the 3.5' width for the HPU's and 5.5' guide pile collar connection appear reasonable.

It appears that the 6.0' worker walkway space could be optimized based our review of the available information. Doors can be specified for the HPU's that open a full 180 degrees rather than 90 degrees and therefore do not obstruct the walkway. By eliminating the obstruction caused by the HPU doors would allow for the 6.0' worker walkway to be reduced by approximately 1 to 2 feet.

In the response provided on July 14, 2016 the District indicates that "the 6.0' of clear worker access width is the minimum necessary for operational and safety purposes." COWI has not been able to independently verify the need for 6.0' width for safety reasons. Typically safety requirements are established by the owner/end users in addition to

governing regulatory agencies (California Building Code, OSHA, etc.). In this situation, the "safety reasons" appear to be an owner/end users requirement and COWI cannot offer a definitive conclusion on the provided width.

## Float Width (53'-0")

The proposed float width of 53.0' is composed of the central walkway and gangplanks on either side of the walkway.

### a. Central Walkway (16'-0")

The central walkway (Boarding Platform, Boarding Apron, Landing Platform and Gangway) provides access to and from the vessel to shore. COWI reviewed the rational for having a 16.0' walkway. The width is based on having two eight foot paths of travel feeding each of the 8.0' doors (8.0' door/path + 8.0' door/path = 16.0' walkway). Having a consistent 16.0' walkway prevents the possibility of a bottleneck that could occur if the width changes over the path of travel. It is our conclusion that the Central Walkway width is optimized.

### b. Gangplanks (18'-6" x 2 Sides)

The gangplanks are located on each side of the central Boarding Platform. The 18.5' gangplanks are designed to be raised to meet high-freeboard catamarans or lowered to meet low-freeboard Spaulding class vessels. The slopes of the gangplanks must not exceed 1:12 per ADA for either vessel. Our independent calculation confirms the 18.5' length. It is our conclusion that the Gangplank length is optimized.

## Summary

Table 1 summarizes COWI's conclusions on if the float dimensions are optimized using the criteria and assumptions provided by the District.

**Table 1 – Float Dimensions Summary**

Feature	Length	Optimized	Potential Savings	Comments
Float Length	145.5'	Inconclusive	2.0' to 3.0'	Optimization may be possible. Current width controlled by safety requirements.
a. Near End	11.0'	Inconclusive	1.0'	Current width controlled by safety requirements per District.
b. Fixed Landing	10.0'	Yes		
c. Boarding Apron	30.0'	Yes		
d. Boarding Platform	79.5'	Yes		
e. Far End	15.0'	Inconclusive	1.0 to 2.0'	Current width controlled by safety requirements per District.
Float Width	53.0'	Yes		Float width is optimized.
a. Central Walkway	16.0'	Yes		Conclusion is based on the assumption that the District's passenger count and boarding time calculations are correct.
b. Gangplanks	18.5'x2	Yes		

## Section 4 – Review of Passenger Loading Calculations

The District prepared a letter dated August 11, 2016 that provided responses to questions submitted by the City of Sausalito on July 22, 2016 (Exhibit 8). The response included calculations by the District summarizing the Off-Loading and Boarding times for the terminal when the gangway and center walkway width is reduced from 16-foot to 14-foot and 12-foot (Exhibit 9). COWI reviewed the calculations provided and also checked the boarding times if the width is further reduced to 10-foot. Our primary comment is that the off-loading and boarding time calculations are not consistent with the previous calculations from Carolina Wallin's memo dated 30 June 2016. To summarize:

- In the June 30, 2016 memo the off-loading and boarding times are calculated as the time it takes for passengers to pass through the ferry doors plus the time it takes for the passengers to walk to/from the ferry doors. The time calculation to pass through the ferry doors explicitly includes the 8-foot width of the ferry doors while the time calculation to walk to/from the ferry doors does not explicitly include the width of the walkways.
- In the August 11, 2016 memo the off-loading and boarding times are calculated for 14-foot and 12-foot walkways and compared to the time for the 16-foot walkway. The August calculations assume that the width of the ferry doors and hydraulic gangplanks have been reduced when only the width of the gangway, fixed landing, boarding apron and boarding platform should be reduced.
- If these discrepancies are corrected it appears that the extra turnaround time for a terminal with 14-foot and 12-foot walkways (and two 8-foot ferry doors and two 8-foot hydraulic gangplanks) is 0.4 minutes and 0.9 minutes respectively.

To clarify these points see Tables 2 and 3 below. Table 2 shows the off-loading and boarding calculations from both the June and August memos by the District for the 16, 14 and 12-foot walkways. Table 3 shows a corrected version of Table 2, where changes are shown in *red italics*. The 10-foot walkway width calculations have also been calculated by COWI following the methodology used by the District and included in each table.

Table 2: Off-Loading and Boarding Calculations by the District

Case	16' Walkway (from 30 Jun. 2016 Memo.)	14' Walkway (from 11 Aug. 2016 Memo.)	12' Walkway (from 11 Aug. 2016 Memo.)	10' Walkway
1a: Off-Loading - time to pass through ferry doors	408 pax without bikes / (20 pfm x 8' door x 2 drs.) = 1.3 min = 77 sec	77 sec x 16'/14' 88 sec = 1.5 min INCORRECT, SEE TABLE 3	77 sec x 16'/12' = 103 sec = 1.7 min INCORRECT, SEE TABLE 3	77 sec x 16'/10' = 123 sec = 2.1 min INCORRECT, SEE TABLE 3
1b: Off-Loading - time to walk to gate	233' / 3 fps = 78 sec, use 0 sec, see *	(233' / 3 fps) x 16'/14' = 89 sec, use 0 sec, see *	(233' / 3 fps) x 16'/12' = 104 sec, use 0 sec, see *	(233' / 3 fps) x 16'/10' = 124 sec, use 0 sec, see *
Off-Loading Sum (1a + 1b)	77 sec = 1.3 min	88 sec = 1.5 min	103 sec = 1.7 min	123 sec = 2.1 min
2a: Boarding - time to walk to ferry doors	403' / 2.5 fps = 161 sec	(403' / 2.5 fps) x 16'/14' = 184 sec	(403' / 2.5 fps) x 16'/12' = 215 sec	(403' / 2.5 fps) x 16'/10' = 258 sec
2b: Boarding - time to pass through ferry doors	200 pax with bikes / (12 pfm x 8' door x 1 door) = 2.1 min = 125 sec	125 sec x 16'/14' = 143 sec INCORRECT, SEE TABLE 3	125 sec x 16'/12' = 167 sec INCORRECT, SEE TABLE 3	125 sec x 16'/10' = 200 sec INCORRECT, SEE TABLE 3
Boarding Sum (2a + 2b)	286 sec = 4.8 min	327 sec = 5.5 min	382 sec = 6.4 min	458 sec = 7.6 min
1a + 1b + 2a + 2b	363 sec = 6.1 min	415 sec = 6.9 min	485 sec = 8.1 min	581 sec = 9.7 min
Sum of Other Tasks **	8.5 min	8.5 min	8.5 min	8.5 min
TOTAL TURNAROUND TIME	873 sec = 14.6 min	925 sec = 15.4 min	995 sec = 16.6 min	1091 sec = 18.2 min
EXTRA TIME	0 sec = 0 min	52 sec = 0.9 min	122 sec = 2.0 min	218 sec = 3.6 min

\* The 3 to 5 minute security sweep takes place while off-loading passengers walk to the gate therefore that time is ignored when calculating the off-loading times.

\*\* Other Tasks include: ferry landing (1.0 min), extending ferry gangplanks (1.0 min), security sweep (5.0 min), lifting gangplanks (0.5 min) and closing ferry doors/departing (1.0 min).

Table 3: Off-Loading and Boarding Calcs by the District Modified by COWI (changes from Table 2 shown in red italics)

Case	16' Walkway (from 30 Jun. 2016 Memo.)	14' Walkway (from 11 Aug. 2016 Memo.)	12' Walkway (from 11 Aug. 2016 Memo.)	10' Walkway
1a: Off-Loading -time to pass through ferry doors	408 pax without bikes / (20 pfm x 8' door x 2 drs.) = 1.3 min = 77 sec	408 pax without bikes/ (20 pfm x 8' door x 2 doors) = 1.3 min = 77 sec	408 pax without bikes/ (20 pfm x 8' door x 2 doors) = 1.3 min = 77 sec	408 pax without bikes/ (20 pfm x 8' door x 2 doors) = 1.3 min = 77 sec
1b: Off-Loading -time to walk to gate	233' / 3 fps = 78 sec, use 0 sec, see *	(233' / 3 fps) x 16'/14' = 89 sec, use 0 sec, see *	(233' / 3 fps) x 16'/12' = 104 sec, use 0 sec, see *	(233' / 3 fps) x 16'/10' = 124 sec, use 0 sec, see *
Off-Loading Sum (1a + 1b)	77 sec = 1.3 min			
2a: Boarding -time to walk to ferry doors	403' / 2.5 fps = 161 sec	(403' / 2.5 fps) x 16'/14' = 184 sec	(403' / 2.5 fps) x 16'/12' = 215 sec	(403' / 2.5 fps) x 16'/10' = 258 sec
2b: Boarding -time to pass through ferry doors	200 pax with bikes / (12 pfm x 8' door x 1 door) = 2.1 min = 125 sec	200 pax with bikes / (12 pfm x 8' door x 1 door) = 2.1 min = 125 sec	200 pax with bikes/ (12 pfm x 8' door x 1 door) = 2.1 min = 125 sec	200 pax with bikes/ (12 pfm x 8' door x 1 door) = 2.1 min = 125 sec
Boarding Sum (2a + 2b)	286 sec = 4.8 min	309 sec = 5.2 min	340 sec = 5.7 min	383 sec = 6.4 min
1a + 1b + 2a + 2b	363 sec = 6.1 min	386 sec = 6.4 min	417 sec = 7.0 min	460 sec = 7.7 min
Sum of Other Tasks **	8.5 min	8.5 min	8.5 min	8.5 min
TOTAL TURNAROUND TIME	873 sec = 14.6 min	896 sec = 14.9 min	927 sec = 15.5 min	970 sec = 16.2 min
EXTRA TIME	0 min = 0 sec	23 sec = 0.4 min	54 sec = 0.9 min	97 sec = 1.6 min

\* The 3 to 5 minute security sweep takes place while off-loading passengers walk to the gate therefore that time is ignored when calculating the off-loading times.

\*\* Other Tasks include: ferry landing (1.0 min), extending ferry gangplanks (1.0 min), security sweep (5.0 min), lifting gangplanks (0.5 min) and closing ferry doors/departing (1.0 min).

Exhibit 1 - Vessel Size (1/2) - [from Ref. b]

The District is retrofitting all of its ferry vessels to enable two door boarding and disembarking from the main deck. The width of these doors is eight feet. The proposed new boarding facilities will enable boarding and disembarking of all vessels from the same one level through two eight-foot wide doors, spaced 48 feet apart. M/S San Francisco, a Spaulding class, was the first ferry vessel retrofitted and resumed service in Sausalito in early 2016.

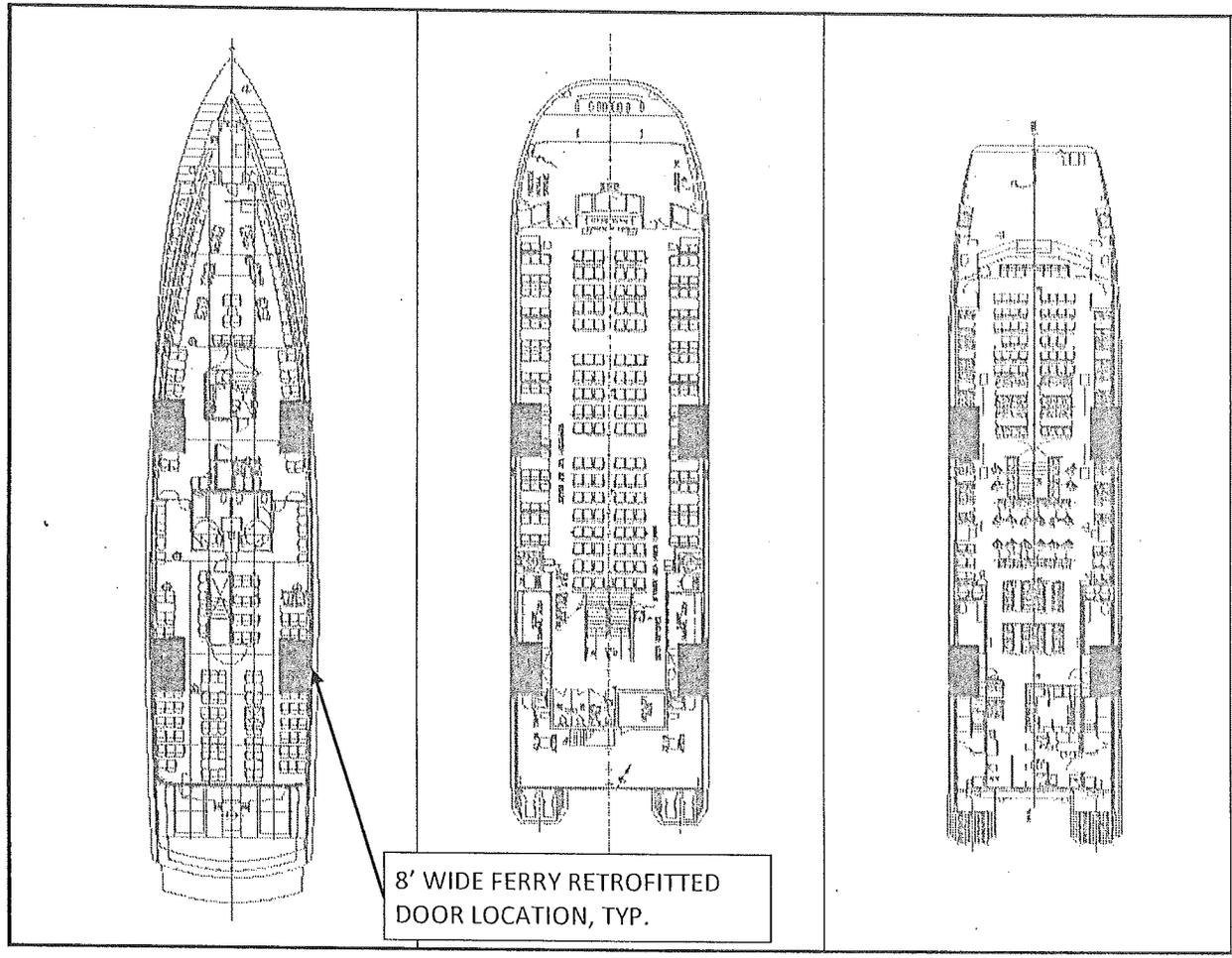
Spaulding Class

Catamaran Class

Example: M/S San Francisco

Example: M/V Napa

Example: M/V Mendocino





## Responses to Questions from the City of Sausalito Received June 9, 2016

This serves to respond to the questions sent June 9, 2016 by the City of Sausalito to the District. The questions and answers are intended to facilitate in City of Sausalito's Peer Review of the proposed float dimensions.

1. *Q: The 16.0' clear width of the gangway, fixed landing, boarding apron and boarding platform is based on the ferries having two 8.0' wide doors being used simultaneously (Ref. A: page 3 of 7 second paragraph, Float-Dimension Discussion-Width). Also the 16' central walkway was sized "to accommodate passenger flow from each of the two ferry doors (coming out of the ferry, going into the ferry) being used simultaneously (operational consideration)" (Ref. C: page 5 of 14 first paragraph, Float Width). Please provide quantitative information to support the conclusion that the 16.0' width is needed to accommodate the desired boarding operations. For reference, minimum clear widths for some of the subject elements are: 36" gangway (Ref. B chapter V410.5), 36" fixed landing (Ref. B chapter V410.7.2) and 36" Boarding Apron (Ref. B chapter V405.5).*

A: The proposed width of the gangway is not driven by ADA access concerns, but by operational needs. Currently, disembarking and boarding at the existing facility is slow, due to a narrow passage way and single door access to the vessel. In order to stay on schedule, boarding must cease at a specified time, often leaving passengers behind while a less-than-full vessel departs. The new facility is designed to increase speed of disembarking and boarding to achieve full utilization of the vessel capacity.

To determine the appropriate width of the gangway and boarding ramps, the District estimated the volume of passenger growth through year 2029. Using a moderate 4% escalation factor of ferry passenger growth per year (note that in the recent years the growth was 7% on average), the maximum demand in the peak summer season in year 2029 is projected to exceed 700 passengers per trip. However, the design of the replacement boarding facilities is on the projected year 2029 maximum volume of passengers per trip using the 85-percentile volume (the 85-percentile means that from 100% of trips sorted in the order from the highest to the lowest volume, the passenger volume representing the 85% spot on the list is used for the design). Based on this, the ferry passenger count used for the design of the proposed facility is:

- 408 total passengers disembark from ferry vessel onto facility
- 512 total passengers board from facility onto ferry vessel (200 out of the 512 total passengers board with bicycles)

Based on these estimates, designers used "Pedestrian Planning and Design", revised edition, by John J. Fruin, to verify that the proposed facility is able to meet the projected passenger counts, within the current ferry schedule and without leaving queued passengers behind. This document is considered to be standard for ferry facility design. This document presents different level-of-service (LOS) descriptions for walkways and queuing areas. The LOS ranges from A (pedestrians freely chose their own walking speed and have no space restrictions) to F (close and unavoidable contact with others causing physical and psychological discomfort). The information provided for each LOS does not account for passengers with bicycles, so assumptions were made based on observations to determine the applicable LOS criteria for passengers with bicycles. The following LOS requirements for the proposed design were chosen to be consistent with the currently observed conditions at the existing facility:

- Passengers walking while disembarking: LOS D/E = 10 sf/pax , 20 pfm.
  - Passengers walking while boarding: LOS E = 8 sf/pax , 23 pfm
  - Passengers walking with bicycles while boarding: LOS E = 36 sf / pax (4' x 9') , 12 pfm
  - Passengers while queuing (waiting in line): LOS C/D = 7 sf/pax
  - Passengers with bicycle while queuing (waiting in line): LOS C/D = 32 sf/pax (4' x 8')
- Note: sf = square feet; pax = passenger; pfm = passengers per foot width per minute

Applying the LOS requirements, it was determined that a 16' wide clear path for passengers is the minimum width required to keep the current ferry schedule with the projected passenger counts. This also helps with passenger flow from the two 8' wide ferry doors by not introducing intentional choke points on the float design.

**Additional Proposed Float Information for City of Sausalito Peer Reviewer**

On May 16, 2016, in response to a request from the City, the District submitted information regarding the District’s proposed float size, including a discussion on the float dimensions, construction drawings, renderings, and ferry vessel information and schedules. The City has hired a consultant, COWI, to peer review the District’s float design. The City’s peer reviewer had additional questions and the District responded on June 16, 2016 with a document titled “Responses to Questions from the City of Sausalito Received June 9, 2016”. On June 17, 2016, the District and their consultant, Moffatt & Nichol, met with the City of Sausalito and their peer reviewer to discuss the items that have been submitted to the City by the District regarding the proposed float size. During the June 17, 2016 meeting, the peer reviewer requested additional information from the District. The additional information requested is provided in this document.

1. *Provide more information and calculations for the 16’ clear width provided on the float. Relevant information was received on June 16, 2016 but more clarity is requested. Show that this dimension is necessary for the ferries to stay on schedule.*

A: Based on the criteria described in our previous response to comments (specifically see “Responses to Questions from the City of Sausalito Received June 9, 2016” dated June 16, 2016), the calculated turnaround time for a Spaulding Class ferry in Sausalito is shown below. The turnaround time shown is based on ideal operational conditions. Situations not accounted for in the ideal turnaround time that will increase turnaround time include: ferry docking delays due to poor weather conditions, passengers not queued and ready to disembark upon ferry landing, security sweep encounters a safety hazard that requires immediate attention, boarding passengers are not familiar with the boarding procedure, and passengers with limited mobility. Summary calculations as requested are provided in Attachment 2. Other tasks must be done within the ferry turnaround time (listed below) regardless of the clear width distance provided on the float for passengers.

• Ferry landing	1.0 min	1.0 min
• Extend and place gangplanks on ferry	1.0 min	1.0 min
• Disembark passengers	1.3 min	1.3 min
• Security sweep <sup>1</sup>	3.0 min	5.0 min
• Board passengers	4.8 min	4.8 min
• Lift Gangplanks	0.5 min	0.5 min
• Close doors and depart	<u>1.0 min</u>	<u>1.0 min</u>
 Total estimate turnaround time	 12.6 min	 14.6 min

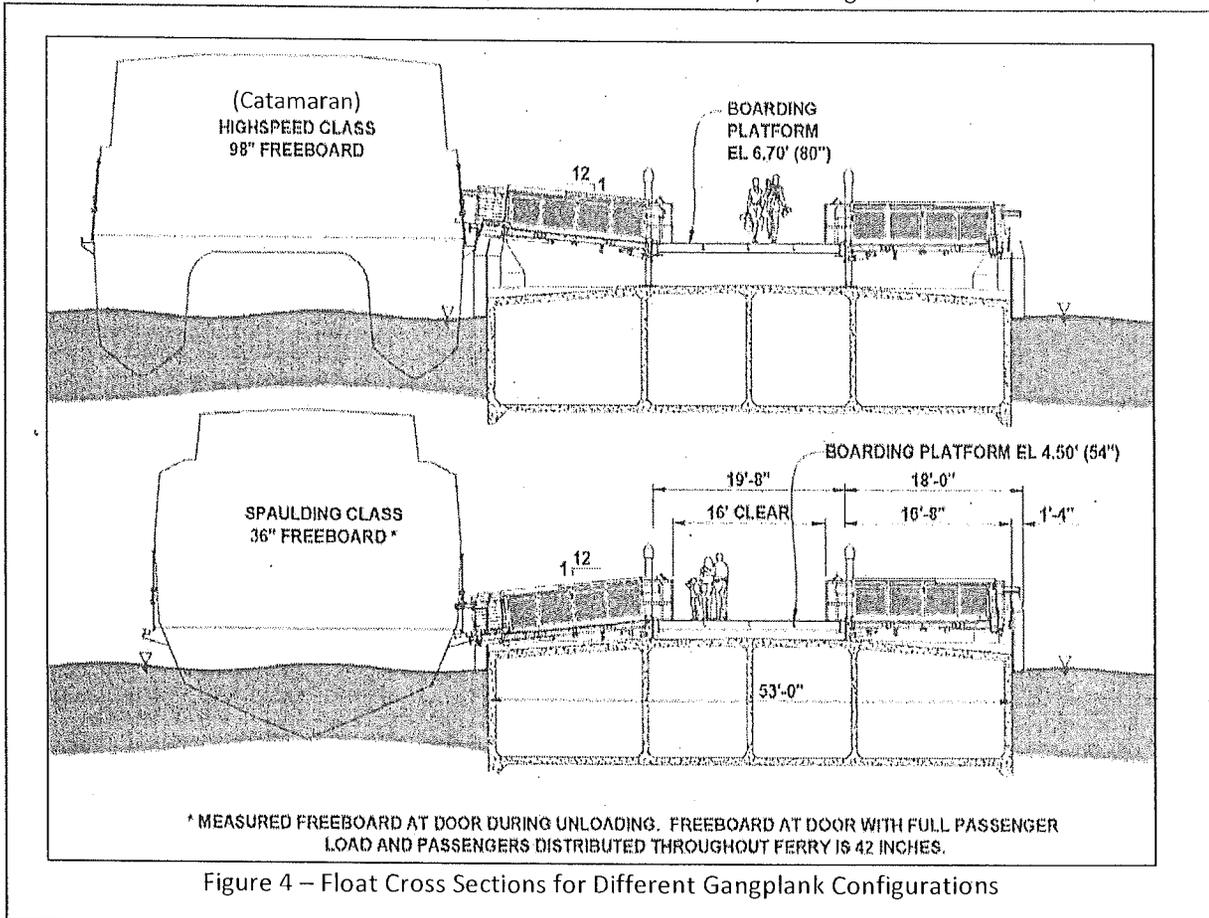
Note 1: The average security sweep time is estimated by ferry operations staff to take between 3 and 5 minutes. The average security sweep time assumes nothing out of the ordinary was found during the security sweep.

As explained in previous responses to comments, the disembarking and boarding at the existing facility is slow, due to a narrow passage way and single door access to the vessel. In order to stay on schedule, boarding must cease at a specified time, often leaving passengers behind while a less-than-full vessel departs. In order to provide reliable transportation services to commuters between Sausalito and San Francisco, the ability to stay on schedule is important. Based on existing facility observations, current ferry schedules and the assumed passenger level of service described in the “Responses to Questions from the City of Sausalito Received June 9, 2016” dated June 16,

Exhibit 4 - ADA Requirements (1/1) - [from Ref. b]

vertical distance between the ferry freeboard of 36 inches and the boarding platform of 54 inches (4.5 feet) is 18 inches. Using a maximum slope of 1:12 results in a gangplank length of 18 feet (see Figure 2). The ferry will lay up against the float fender which will be 1'-4" beyond the float face. This results in a distance on the float of 16'-8" (18'-0" - 1'-4"). Higher ferry door freeboards do not affect the float width or gangway length.

The ferries have 8-foot wide doors and passengers will be using both doors simultaneously. The boarding platform has a 16-foot clear width to accommodate the passenger flow from both doors being used simultaneously. To provide a maximum 16 feet of clear walking space on the boarding platform and all associated framing (guardrails, gates to the gangplanks fixed boarding platform, controls, and cabinets) required an overall boarding platform width of 19 feet 8 inches. Adding these distances together results in a float beam of 53 feet (16'-8" + 19'-8" + 16'-8"). See Figure 4.

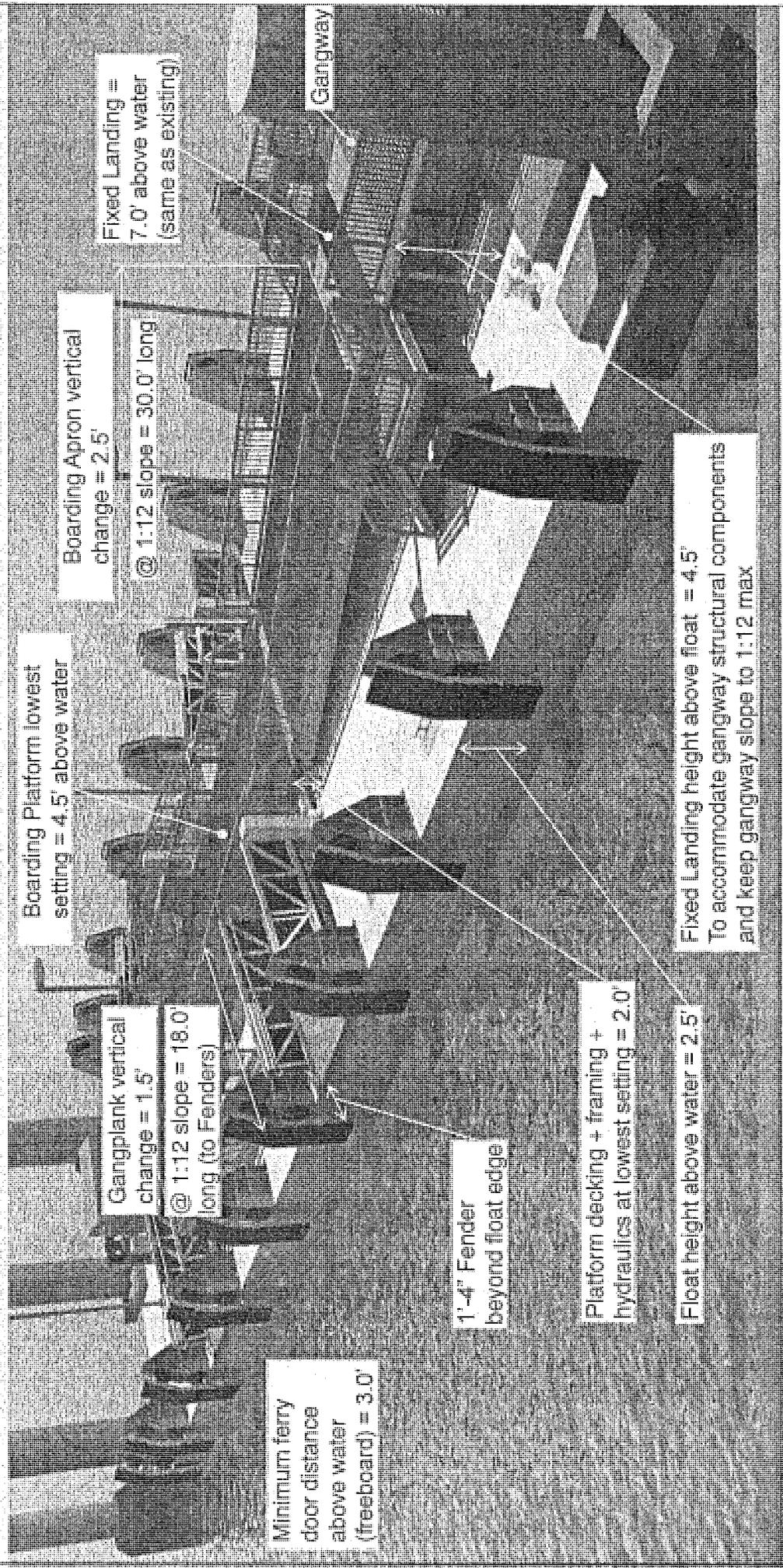


FLOAT LENGTH:

Exhibit 4  
Sheet 1/1

The gangway is supported on the float by a support frame. This frame is 5.5 feet from the float edge for repair and maintenance access. The support frame itself occupies 5.5 feet of space. Therefore, the distance from the float edge to the end of the support frame is 11.0 feet (5.5'+5.5'). The fixed landing is approximately 10 feet long to provide a minimum of 5 feet of level surface per ADA requirements and space for the transition plates between the fixed landing and the gangway and between the fixed landing and the boarding apron. This gives a distance of 21 feet (5.5'+5.5'+10') from the forward edge of the float to the beginning of the boarding apron (see Figure 5).

# FLOAT - DIMENSIONS DISCUSSION



Minimum ferry door distance above water (freeboard) = 3.0'

Gangplank vertical change = 1.5' @ 1:12 slope = 18.0' long (to Fenders)

Boarding Platform lowest setting = 4.5' above water

Boarding Apron vertical change = 2.5' @ 1:12 slope = 30.0' long

Fixed Landing = 7.0' above water (same as existing)

Gangway

1'-4" Fender beyond float edge

Platform decking + framing + hydraulics at lowest setting = 2.0'

Float height above water = 2.5'

Fixed Landing height above float = 4.5' To accommodate gangway structural components and keep gangway slope to 1:12 max

2016, the target ferry turnaround time for the replacement facility was chosen to be an ideal 10 minutes to a maximum of 15 minutes.

2. 11.0' feet is provided under the float end of the gangway for: the gangway support frame, maintenance access and the guide pile collars. Please clarify if this distance can be optimized. Information was received on May 16, 2016 and June 16, 2016 but more clarity and detail is requested.

A: The gangway support frame design has not been finalized but the general expected design is shown in Figure 1. The gangway is fixed on the access pier and is supported by rollers on the float. Due to the variability of the tides and waves, the design must have moving parts, as it will be necessary for the gangway landing to move with the float longitudinally and transversely. Based on preliminary engineering judgment, the preliminary gangway support frame design allows the gangway rollers/wheels approximately 3'-3" of movement to accommodate tide changes, extreme storm conditions, and unexpected high waves. The gangway rollers/wheels in the longitudinal direction must remain between the two pins as shown in Figure 1. Therefore, in order to accommodate for this movement and to provide the structural framing, the gangway support distance has been set at 5.5'. The District will need to access the gangway support for inspection and maintenance of the rollers and pins. For employee safety, the District has determined that a minimum of 5.5' in front of the gangway support is required along the float length to allow for at least 2 employees with their equipment to service the gangway support and to stay a safe distance away from the float edge. See Figure 2 for the 5.5'+5.5'=11.0' referenced. Also, see page 1 on Attachment 1 for the referenced dimensions along the overall float length.

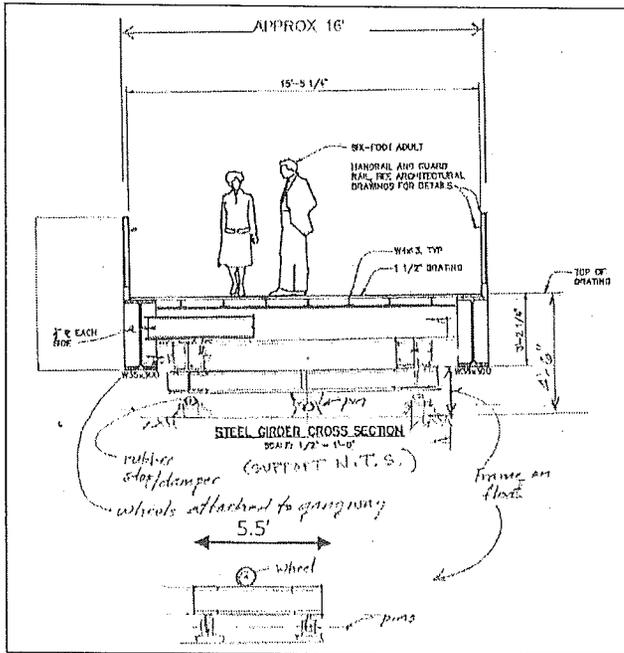


Figure 1

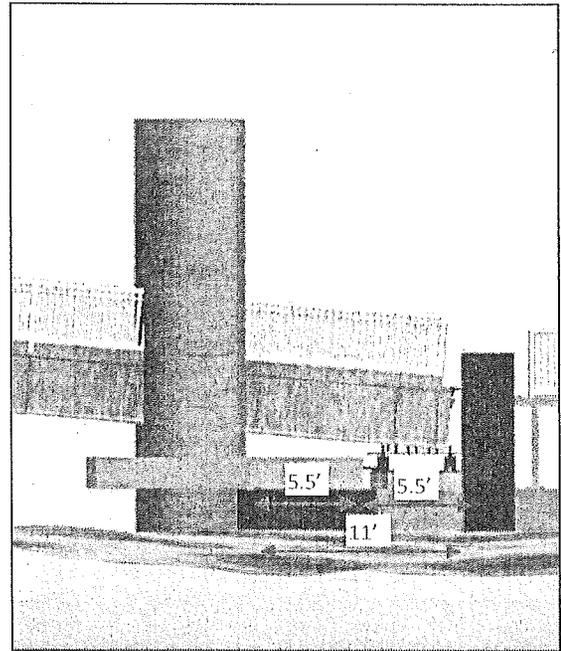


Figure 2

3. The fixed landing is 10.0' long whereas the minimum length is 5.0'. Please provide sketches and/or calculations showing that the combination of the tides and transition plates require the fixed landing to be 10' long. Information was received on May 16, 2016 and June 16, 2016 but more clarity and detail is requested.

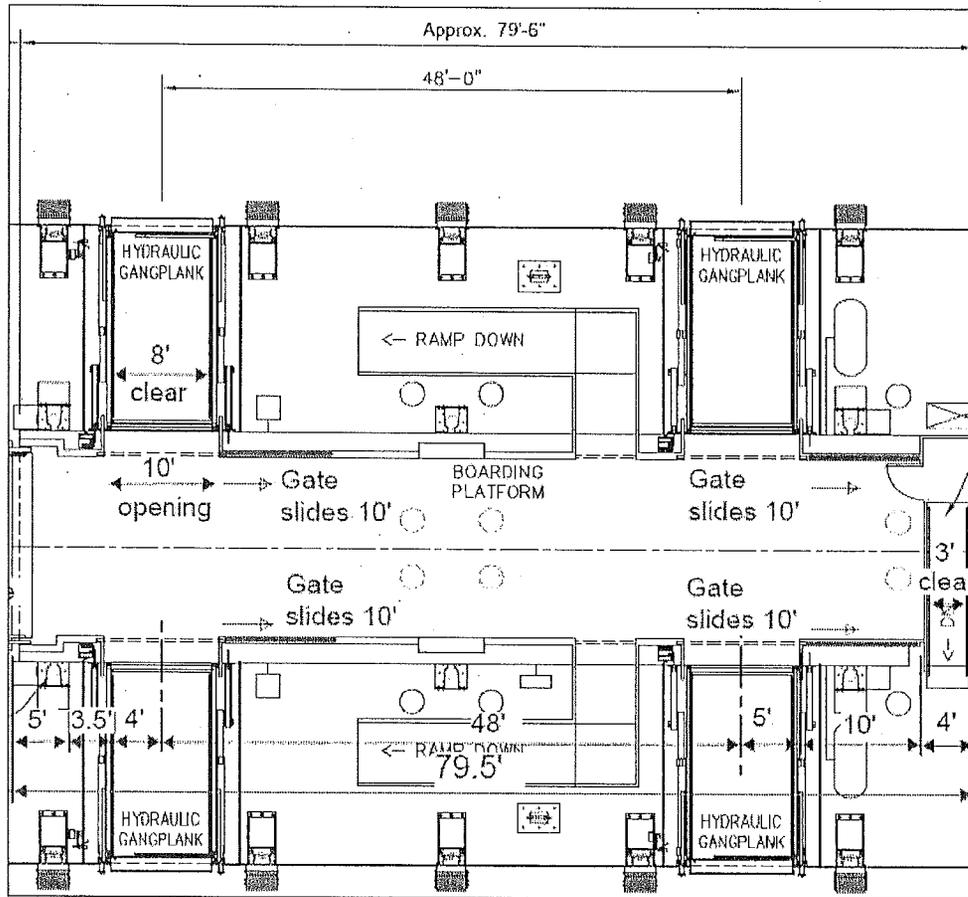
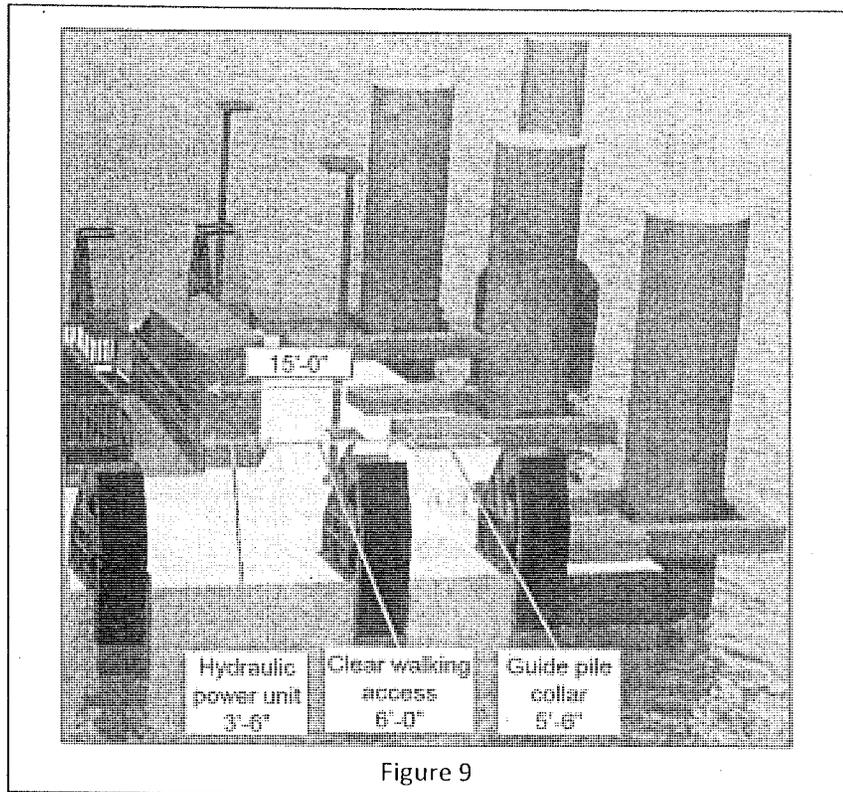


Figure 8

5. 15.0' is provided at the end of the float for the guide pile collars, utility boxes and a 6.0' access path (Ref. A: page 5 of 7 first paragraph, Figure 7, Drawing S1.2). Information was received on May 16, 2016 and June 16, 2016 but more clarity and detail is requested.

A: This distance has been re-evaluated and optimized to the extent possible. The hydraulic power unit required to operate the boarding apron and gangplanks is 3.5' wide. A 6' wide clear walking path is considered minimum for worker safety. This assumption is based on 2 maintenance workers with their equipment (such as a small cart) servicing the hydraulic power unit (there are 3 doors on the hydraulic power unit, each swing 3'). Adjacent to the 6' clear walking path is the 5.5' long guide pile collar necessary to connect the float to the guide piles to hold the float in place. The guide pile collar is a tripping hazard for employees and a safe walking area needs to be provided away from the guide pile collars.  $3.5' + 6' + 5.5' = 15'$  shown in Figure 9 is the necessary distance along the float length for the hydraulic power unit, safe walking/working path, and the guide pile collar. See page 1 on Attachment 1 for the description of these items along the entire length of the float.



**James Connolly**

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**From:** Carolina Wallin <CWallin@goldengate.org>  
**Sent:** Friday, July 15, 2016 9:39 AM  
**To:** Adam Politzer  
**Cc:** 'Lilly Whalen'; Mary Wagner; Denis Mulligan; James Connolly; 'Jensen, Bo'; 'Bozorgzadeh, Azadeh'  
**Subject:** RE: Follow-Up Question requested by COWI about GG ferry Terminal

Hi Adam,

We received an email from James Connolly on 7/13/16 with a few comments/questions regarding their peer review of the proposed float. Our responses are shown in blue below. Please let me know if you have questions.

*Comment related to Response #1)*

*1.1) The turnaround time calculations, based on the ferry schedule and passenger usage, support the sizing of the two 8ft doors. The width of the 16ft walkway is not directly included in the calculation. We infer from your response that the 16ft walkway is based on having two eight foot paths of travel feeding each of the 8ft doors (8ft door/path + 8ft door/path = 16ft walkway). The turnaround time calculations require the two 8ft doors and having the 16ft walkway prevents the possibility of a bottleneck. Can you please confirm our understanding of how the 16ft width was determined?*

Yes, we confirm that the width of the boarding platform was based on having two 8' wide doors on the vessels. The calculations show the time it takes passengers to pass through two 8' wide doors (totaling 16' in width) assuming the passengers are consistently walking through the same width from the landside pier to the ferry doors. Based on our observations in all three existing ferry terminals, a change in width along the passenger walkway creates a bottleneck which causes congested areas and delays the boarding and disembarking.

*Comments related to Response #2)*

*2.1) Please clarify how the 3'-3" of gangway movement on the fixed landing is calculated. Specifically, if the 90-foot gangway is flat (at high tide) its horizontal length component will be 90.0'. If the gangway is at the maximum 1:12 slope (low tide) the horizontal length component will be  $90' \times \cos(\tan^{-1}(1/12)) = 89.69'$ . The difference between these values, 0.3' or 3.7", is less than 3'-3". If our understanding of the gangway movement is accurate, the 5.5' of space for the gangway fixed landing support frame could be optimized.*

In addition to accommodating the gangway movement due to tides, the gangway support frame must accommodate the movement of the float and must account for extreme loading conditions. The float analysis shows that the float moves  $\pm 7''$  along the longitudinal direction during a 100 year storm. The same analysis shows that the gangway will move an additional  $\pm 1.5''$  along the support frame in the longitudinal direction due to the float's  $\pm 50''$  of vertical movement during a 100-yr storm. These values do not include a safety factor. Also, there is a maximum 2" gap between the guide pile collars and the guide piles. Adding these possible movements of the float and change in tides results in approximately  $30'' (7'' + 1.5'' + 2'' + 3.7'' = 14.2'' \times 2 \approx 30'')$  of wheel movement longitudinally on the gangway support. Considering uncertainties associated with a storm condition, the gangway support frame was designed to allow the gangway wheels approximately 3'-3" of movement.

*2.2) The Near End of the float consists of 5.5' of space for workmen to access the gangway rollers/pins for maintenance/repair. It is our opinion that the 5.5' of worker access space could be optimized. This distance could be reduced by approximately 1ft.*

The District maintains that the 5.5' worker access space is necessary for access and safety purposes. As shown in Figures 1 and 2 of the June 30, 2016 "Additional Proposed Float Information for City of Sausalito Peer Reviewer", a worker would need to crawl under the 3-foot deep steel girders to access the gangway support frame for inspection,

Exhibit 7 - Safety/Operational Requirements (2/2) - [from Ref. k]

maintenance and repairs. Once under the gangway, there would be insufficient head room for a worker to stand up. For worker safety, we believe 5.5' is the minimum distance for two workers with their equipment to work around each other in the limited space provided under the gangway.

*Comment related to Response #5)*

*5.1) The proposed 15.0' Far End of the float consists of 3.5' for hydraulic power units (HPU's), a 6.0' worker walkway and 5.5' for the guide pile collar connection to the float. It is our opinion that the 6.0' worker walkway space could be optimized. Doors can be specified for the HPU's that open a full 180 degrees rather than 90 degrees and therefore do not obstruct the walkway. By eliminating the obstruction caused by the HPU doors would allow for the 6.0' worker walkway to be reduced by approximately 1 to 2 feet.*

The District maintains that the 6.0' of clear worker access width is the minimum necessary for operational and safety purposes. This end of the float is heavily used on the existing float and multiple workers are simultaneously working in this area. The existing float allows for a minimum of 17' clear width at this end of the float. Hoses, ropes, etc. are currently used at this end of the existing float and are expected to also be used in the same location on the proposed float. When servicing the HPU, a person will still be occupying a space at least 3 feet wide in front of the unit. Reducing the clear width as suggested will not allow other staff to safely pass behind the person working on the unit. The District will not compromise worker safety by reducing the 6 foot clear width at this location.

Thank you,  
Carolina

Carolina A. Wallin, PE, SE  
Senior Civil Engineer  
Golden Gate Bridge, Highway and Transportation District

Mailing Address: Box 9000, Presidio Station, San Francisco, CA 94129  
Direct: (415) 923-2359  
Cell: (415) 793-3203  
cwallin@goldengate.org

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**From:** James Connolly [mailto:jmc@cowi.com]  
**Sent:** Wednesday, July 13, 2016 11:27 AM  
**To:** Bozorgzadeh, Azadeh; Carolina Wallin; Jensen, Bo  
**Cc:** Mary Wagner; 'Arthur Friedman'; Casey Bowden  
**Subject:** RE: Follow-Up Question requested by COWI about GG ferry Terminal

All,

As discussed during yesterday's call COWI has the following comments/questions on the information provided on 6/30/16 (Clarification for Float Peer Review\_final.pdf)

*Comment related to Response #1)*

*1.1) The turnaround time calculations, based on the ferry schedule and passenger usage, support the sizing of the two 8ft doors. The width of the 16ft walkway is not directly included in the calculation. We infer from your response that the 16ft walkway is based on having two eight foot paths of travel feeding each of the 8ft doors (8ft door/path + 8ft door/path = 16ft walkway). The turnaround time calculations require the two 8ft doors and having the 16ft walkway prevents the possibility of a bottleneck. Can you please confirm our understanding of how the 16ft width was determined?*

**James Connolly**

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**From:** Adam Politzer <apolitzer@ci.sausalito.ca.us>  
**Sent:** Friday, July 22, 2016 12:00 PM  
**To:** DMulligan@goldengate.org  
**Cc:** Carolina Wallin; James Connolly; Danny Castro  
**Subject:** July 21st District/City Meeting - Request For Additional Information

Dear Denis,

Thank you very much for taking the time to meet with Jill, Tom and I yesterday. I felt the meeting was very productive. As we discussed at the meeting there are four items we need from the District.

- 1) Please provide to COWI and the City the calculated delay impacts from a more narrow pathway if the gangway and/or boarding platform was reduced from 16' to 14' and from 16' to 12'.
- 2) In order to complete our due diligence on this project the City needs to get the District's passenger counts from 2014, 2015 and 2016 (year to date). Please include the breakdown for bikes and pedestrians per trip for both inbound and outbound passengers.
- 3) As we discussed yesterday, please provide the rationale behind the need to install two Donut Fenders at the end of the float.
- 4) Please provide the City with the revised photo renderings from View #3 for display here at City Hall. The view from the Yacht Club to the ferry landing at high tide and low tide.

Please note that James Connolly, will be on vacation for two weeks, Monday, July 25 – August 5<sup>th</sup>.

Thanks again for your timely responses to our request for additional information.

My very best,

Adam

**Additional Information per City of Sausalito 7-22-16 Request**

On July 22, 2016, the City of Sausalito, via email from Adam Politzer, requested the District provide information on four additional items related to the District’s design. The requested information and the District’s response to each is as follows:

1. *Please provide to COWI and the City the calculated delay impacts from a more narrow pathway if the gangway and/or boarding platform was reduced from 16' to 14' and from 16' to 12'.*

A: The District has previously provided information substantiating the 16 foot clear width for the gangway and boarding platform. Refer to the following information that the District submitted to the City for the City’s peer reviewer:

- May 16, 2016 float discussion submittal
- June 8, 2016 email answering peer reviewer’s questions
- June 16, 2016 submittal answering reviewer’s questions
- June 30, 2016 submittal answering peer reviewer’s questions
- July 15, 2016 email answering peer reviewer’s questions

The District has consistently stated that a 16 foot clear width is the minimum width required for the District to address its operational needs. The District’s ferry vessels are being modified to accommodate boarding and unloading from two 8 foot doors. Two 8 foot wide gangplanks will span between the vessels and the boarding platform, necessitating the boarding platform to be 16 feet wide. Reducing the boarding platform and gangway widths to less than 16 feet will cause passenger flow congestion which in turn will increase the ferry turnaround time and result in passengers being left behind as they are today in order to maintain the ferry schedule. The existing facility has varying passenger walkway widths which cause congestion and slowdowns as passengers navigate through the facility. The District’s design is intended to eliminate these operational inefficiencies.

The District notes that compared to other recently completed and proposed ferry terminals on the San Francisco Bay which use vessels with smaller passenger capacities, the 16 foot gangway width for the Sausalito Ferry Terminal Improvements project is reasonable.

Ferry Terminal Location	Lead Agency	Status	Gangway Width	Maximum Ferry Capacity
Sausalito	GGBHTD	CEQA complete – Filed NOD in 2012	16 feet	750 passengers
San Francisco - Ferry Building	WETA	CEQA complete – Filed NOD in 2014	10 feet 1 inch	395 passengers <sup>1</sup>
South San Francisco	WETA	Construction complete in 2012	10 feet 1 inch	199 passengers <sup>2</sup>

<sup>1</sup> 395 passengers is the largest passenger capacity ferry vessel in the San Francisco Bay Ferry fleet (operated by WETA). Two ferry vessels with an expected 400 passenger capacity are under construction now and are projected to be completed by late 2016.

<sup>2</sup> The maximum ferry vessel capacity currently operating out of South San Francisco ferry terminal

The District has performed an analysis as requested by the City, and the calculated delays associated with increased ferry turnaround times due to reducing the gangway and boarding platform clear width are listed in the table below. As shown, reducing the width results in an increased turnaround time of up to nearly 5 minutes.

Minimum Passenger Clear Width	Project Goal Turnaround Times		Calculated Typical Turnaround Times		Difference Between Project Goals and Calculated Turnaround Times <sup>1</sup>	
	Target	Max	Typ. Min	Typ. Max	Typ. Min <sup>2</sup>	Typ. Max <sup>3</sup>
16 feet	10 min	15 min	12.6 min	14.6 min	+ 2.6 min	- 0.4 min
14 feet	10 min	15 min	13.5 min	15.5 min	+ 3.5 min	+ 0.5 min
12 feet	10 min	15 min	14.6 min	16.6 min	+ 4.6 min	+ 1.6 min

<sup>1</sup> A positive value indicates there will be a delay in turnaround times due to calculated time greater than project goals

<sup>2</sup> Calculated typical minimum turnaround time – Project target goal turnaround time

<sup>3</sup> Calculated typical maximum turnaround time – Project maximum goal turnaround time

Note that these times assume ideal ferry operational conditions and do not account for slowdowns caused by intentional varying walkway widths (i.e. bottlenecks/choke points). The calculations and assumptions are provided in Attachment A. Recall that the District’s previous information to the City’s peer reviewer stated that the turnaround time calculations were based on aggressive, ideal situations that do not account for ferry docking delays due to poor weather conditions, passengers not queued and ready to disembark upon ferry landing, safety hazards encountered during the security sweep that require immediate attention, boarding passengers that are not familiar with the boarding procedure, and passengers with limited mobility.

Also, recall that the design of the replacement boarding facilities is based on the projected year 2029 maximum volume of passengers per trip using the 85-percentile volume (the 85-percentile means that from 100% of trips sorted in the order from the highest to the lowest volume, the passenger volume representing the 85% spot on the list is used for the design). This means that 15% of the time, the number of passengers will be greater than those used in the calculations.

As previously stated, the District will not build a defective ferry terminal that does not address the District’s operational needs. The District’s mission is to encourage ferry ridership to reduce traffic along the 101 corridor. To encourage the use of public transportation, the ferries must provide a reliable, safe, and cost effective alternative to driving.

2. *In order to complete our due diligence on this project the City needs to get the District's passenger counts from 2014, 2015 and 2016 (year to date). Please include the breakdown for bikes and pedestrians per trip for both inbound and outbound passengers.*

A: The District previously submitted March 2014 – March 2015 data to the City in April 2015 in response to requests made during the joint Planning Commission and Historic Landmarks Board April 1, 2015 meeting. For completeness, the passenger counts from January 1, 2014 to July 9, 2016 per ferry trip are attached in Attachment B.

Please note that the District provided additional ferry trips that were not scheduled in order to alleviate some of the crowds at the Sausalito Ferry Landing. These extra trips (denoted with an “E” under the “Source” data column in Attachment B) are significant additional operational costs for the District and cannot be sustained. As stated in previous submittals to the City, the District does not profit from ferry services as they are subsidized with bridge tolls and other revenue means to reduce traffic congestion on the Golden Gate Bridge and reduce vehicle use. Currently, disembarking and boarding at the existing facility is slow, due to a narrow passage way and single door access to the vessel. In order to stay on schedule, boarding must cease at a specified time, often leaving passengers behind while a less-than-full vessel departs. The proposed ferry terminal replacement will allow for full utilization of the ferry vessel capacity due to faster disembarking and boarding of passengers, therefore generally eliminating the need for extra ferry trips.

## Attachment A

# Disembark and Board Time Delay Calculations due to Reducing Gangway and Boarding Platform Width

SAUSALITO FERRY TERMINAL OFF-LOADING AND BOARDING TIMES DUE TO A REDUCED WIDTH GANGWAY AND BOARDING PLATFORM

The following description presents the effects on passenger off-loading and boarding times resulting from changing the gangway and boarding platform width from 16 feet to 14 feet and to 12 feet. Calculations are included following the text. These calculations are based and extend the calculations provided in the June 9, 2016 responses.

OFF-LOADING

To maintain the design Level of Service, more time will be required to off-loading passengers when the width of the walking space is reduced. The increase in time is determined by assuming the time is proportional to the walking width available. For example, changing from a 16-foot width to a 12-foot width would increase the time by a factor of 1.33 (16 divided by 12). The increase in time for the reduced walking width during off-loading is 0.2 minutes and 0.4 minutes for a 14-foot wide and a 12-foot wide width respectively. These times are included in the summary table below.

BOARDING

Similar to off-loading, more time will be required to board the ferry when the width of the walking space is reduced. The increase in time is determined by assuming the time is proportional to the walking width available. The increase in time for the reduced walking width during boarding is 0.7 minutes and 2.0 minutes for a 14-foot wide and a 12-foot wide width respectively. These times are included in the summary table below.

SUMMARY –FERRY TURNAROUND INCREASE IN TIME (MINUTES)

TASK	14-FOOT WIDTH	12-FOOT WIDTH
Off-Loading	0.2	0.4
Boarding	0.7	1.6
Total	0.9	2.0

SUMMARY –FERRY TURNAROUND TIME (MINUTES)

TASK	16-FOOT WIDTH	14-FOOT WIDTH	12-FOOT WIDTH
Ferry Landing	1.0	1.0	1.0
Gangplanks on Ferry	1.0	1.0	1.0
Disembark passengers	1.3	1.5	1.7
Security Sweep <sup>1</sup>	5.0	5.0	5.0
Boarding Passengers	4.8	5.5	6.4
Lift Gangplanks	0.5	0.5	0.5
Close doors & Depart	1.0	1.0	1.0
Total	14.6	15.5	16.6

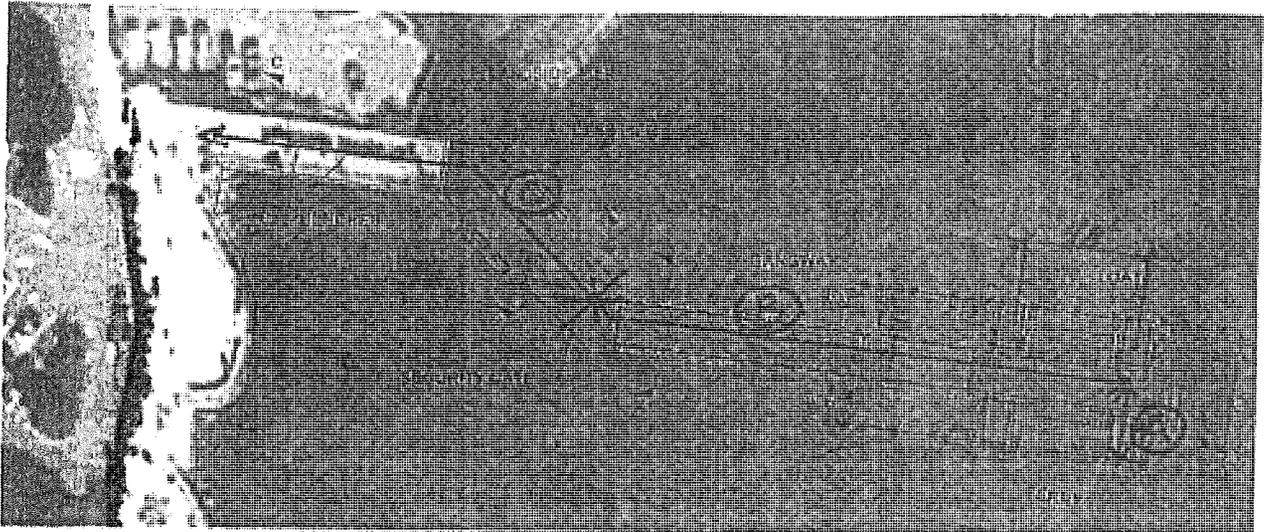
Note 1: The average security sweep time is estimated by ferry operations staff to take between 3 and 5 minutes. The times shown above use the 5.0 minute time. The average security sweep assumes nothing out of the ordinary was found during the security sweep.

ATTACHMENT 2

 moffatt & nichol	CLIENT	GGBHATD	JOB NO	7038
	PROJECT	FERRY TERM. IMPROVEM	SHEET	1 OF 4
	DESIGN FOR	SFT - SCHEDULE	DESIGNER	PJM
			DATE	6/29/16
			CHECKER	DATE 7/26/16

OFF-LOADING - 16' GANWAY & BOARDING PLATFORM WIDTH

$\downarrow$  Pax = PASSENGERS  
 408 Pax, LOS D/E: 20 PFM (Pax PER FOOT PER MINUTE)  
 WALKING SPEED USE 3. FPS (FEET PER SECOND)



WALKWAY WIDTH

16-FOOT:	$\frac{408 \text{ PAX}}{20 \text{ PFM} \times 16} =$	1.3 MIN
14-FOOT:	$\frac{16}{14} \times 1.3 =$	1.5 MIN
12-FOOT:	$\frac{16}{12} \times 1.3 =$	1.7 MIN

$$\left. \begin{aligned}
 A &= 18' + 9' = 27' \\
 B &= 60' + 30' + 8' + A' + 92' + 12' = 206' \\
 C &= 95' + 75' = 170'
 \end{aligned} \right\} 233'$$

TIME PAX TO REACH GATE =  $\frac{233'}{3 \text{ FPS}} = 78 \text{ SEC}$

TIME FOR SECURITY SWEEP = 3 TO 5 min.  
 (SWEEP WILL OCCUR WHEN PAX HAVE LEFT VESSEL. THEREFORE 78 SEC. IS IGNORED)

UNLOADING TIME:

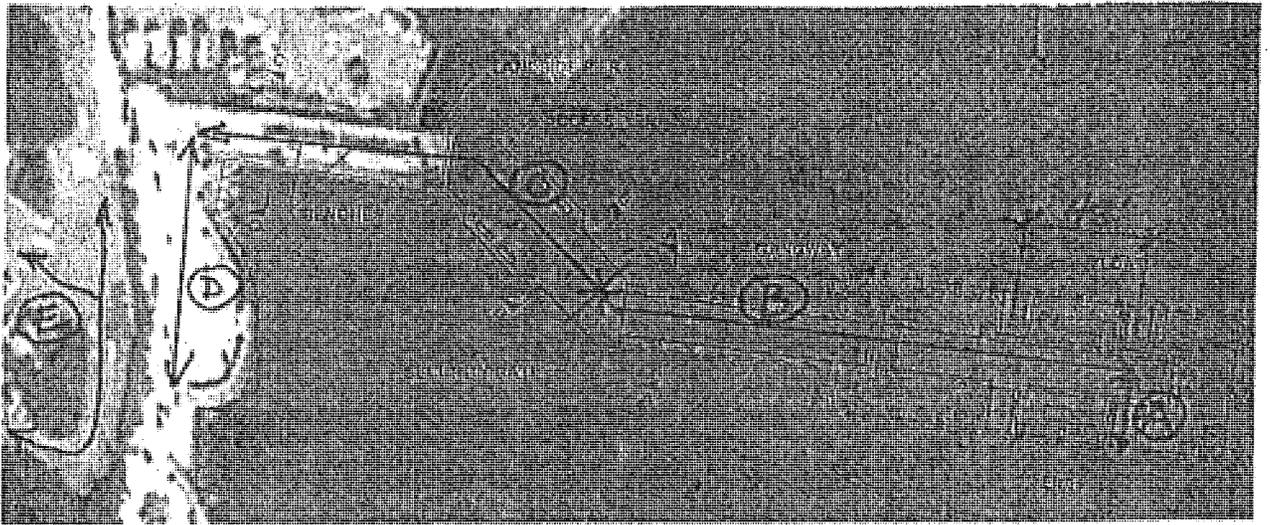
16-FOOT WALKWAY	= 4.3 min TO 6.3 min
14-FOOT "	= 4.5 " TO 6.5 min
12-FOOT "	= 4.7 " TO 6.7 min

ATTACHMENT 2

 moffatt & nichol	CLIENT	GGBH+TD	JOB NO	7038
	PROJECT	FERRY TERMINAL IMPROVEMENT	SHEET	2 OF 8
	DESIGN FOR	SPT - SCHEDULE	DESIGNER	VBMj
			CHECKER	
			DATE	6/23/16
			DATE	7/26/16

BOARDING - 16-FOOT GANGWAY & BOARDING PLATFORM WIDTH

512 Pax : 312 Pax + 200 Pax with Bicycles  
 LOS DIE : 23 PFM (Pax)  
 12 " (Pax w/ Bicycles)



$$\begin{array}{l}
 233 \left\{ \begin{array}{l} A = 27' \\ B = 206' \\ C = 170' \end{array} \right\} 403' \\
 \left. \begin{array}{l} D = 140' \text{ (Pax in Line)} \\ E = 200' \text{ (Pax w/ bicycles in line)} \end{array} \right\} 543'
 \end{array}$$

LOAD 312 Pax:

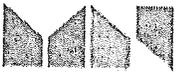
$$\text{TIME TO REACH DOOR} = \frac{233' - 43'}{3 \text{ FPS}} = 62 \text{ sec}$$

$$\text{BOARDING: } \frac{312}{8 \times 23} = 1.70 \text{ min} = \frac{102 \text{ "}}{164 \text{ sec}} \checkmark$$

LOAD 200 Bicycles:

$$\text{TIME TO REACH DOOR} = \frac{403'}{2.5 \text{ FPS}} = 161 \text{ sec}$$

$$\text{BOARDING: } \frac{200}{8 \times 12} = 2.08 \text{ min} = \frac{125 \text{ "}}{286 \text{ sec} = 4.8 \text{ min}} \checkmark$$

 moffatt & nichol	CLIENT	GGBH+TD	JOB NO	7038
	PROJECT	FERRY TERM. IMPROVEMENTS	SHEET	3 OF 4
	DESIGN FOR	SPT - SCHEDULE	DESIGNER	Bmy
			CHECKER	
			DATE	7/26/16
			DATE	

BOARDING - cont'd      14' & 12' WIDTH

Ratio times for 16' wide walkway to adjust for 14' and 12' widths.

14' WIDTH

Passengers:

$$\text{Time to reach door} = \frac{16}{14} \times 62 \text{ sec} = 71 \text{ sec}$$

$$\text{Time thru gate} = \frac{16}{14} \times 102 \text{ sec} = \frac{117 \text{ sec}}{188 \text{ sec}}$$

Bicycles:

$$\text{Time to reach door} = \frac{16}{14} \times 161 \text{ sec} = 184 \text{ sec}$$

$$\text{Time through gate} = \frac{16}{14} \times 125 \text{ sec} = \frac{143 \text{ sec}}{\boxed{327 \text{ sec}}}$$

↑  
Governs

12' WIDTH

Passengers:

$$\text{Time to reach door} = \frac{16}{12} \times 62 \text{ sec} = 83 \text{ sec}$$

$$\text{Time thru gate} = \frac{16}{12} \times 102 \text{ sec} = \frac{136 \text{ sec}}{219 \text{ sec}}$$

Bicycles:

$$\text{Time to reach door} = \frac{16}{12} \times 161 \text{ sec} = 215 \text{ sec}$$

$$\text{Time thru gate} = \frac{16}{12} \times 125 \text{ sec} = \frac{167 \text{ sec}}{\boxed{382 \text{ sec}}}$$

↑  
Governs

Exhibit 9 - Additional Passenger Loading Calculations (8/8) - [from Ref. m]

 moffatt & nichol	CLIENT	GGBH LTD	JOB NO.	7038
	PROJECT	FERRY TERM. IMPROVEMENT	SHEET	4 OF 4
	DESIGN FOR	SFT- SCHEDULE	DESIGNER	Bmj DATE 7/26/16
			CHECKER	DATE

BOARDING - cont'd

TIME COMPARISON

16' WIDTH	286 sec		
14' "	327 "	INCR = 41 sec	(0.7 min)
12' "	382 "	INCR = 96 sec	(1.6 min)

THEREFORE, BOARDING TIMES FOR THE REDUCED WIDTHS WILL BE:

16' WIDTH	=	4.8 min	
14' "	=	4.8 "	+ 0.7 min = 5.5 min
12' "	=	4.8 "	+ 1.6 " = 6.4 min