

Seaplane Lagoon Ferry Terminal Operating Agreement

This Seaplane Lagoon Ferry Terminal Operating Agreement (“**Operating Agreement**”) is entered into effective _____, 20__ by and between the City of Alameda (“**City**”) and the San Francisco Bay Area Water Emergency Transportation Authority (“**WETA**”) (collectively, the “**Parties**” and individually a “**Party**”) to define the rights and responsibilities of the Parties in connection with the operation of the ferry service at the Seaplane Lagoon Ferry Terminal.

RECITALS

1. City is a charter city and a municipal corporation located in Alameda County, California.
2. WETA is a regional public transit agency tasked with operating and expanding ferry service on the San Francisco Bay and with coordinating the water transit response to regional emergencies. Pursuant to California Government Code Section 66540.7(a), WETA has "the responsibility within the area of its jurisdiction to study, plan, and implement any improvements, expansion, or enhancements of existing or future public transportation ferries and related facilities and services.”
3. On February 25, 2011, the Parties executed a Ferry Service Operations Transfer Agreement (“**Transfer Agreement**”) applicable to the Main Street Ferry Terminal and Harbor Bay Ferry Terminal, which contemplated possible future ferry service at Seaplane Lagoon.
4. On April 7, 2016, WETA and City entered into the Seaplane Lagoon Ferry Service Project Memorandum of Understanding (“**MOU**”) to establish the framework for development of a future Seaplane Lagoon Ferry Terminal and new ferry service connecting Alameda Point and San Francisco.
5. On September 4, 2018, the City approved an updated Seaplane Lagoon Ferry Terminal Plan.
6. The MOU identified that an operational subsidy would be required to initiate and sustain new Seaplane Terminal Ferry Service. As of the time of the MOU's execution, no sufficient operating funding was available. The parties agreed to collaborate in seeking regional and other funding sources for operational subsidies for WETA ferry service to Seaplane Lagoon, including any funding from a potential regional measure.
7. Regional Measure 3 (“**RM3**”), which would provide WETA with sufficient new operating subsidy to support Seaplane Terminal Ferry Service, was approved by the voters in June 2018. However, RM3 funds are currently unavailable due to ongoing legal challenges to the measure. Nevertheless, WETA has committed to utilize its surplus carryover funds to support the start of new Seaplane Terminal Ferry Service (as defined in Section 2.d) in August 2020 in the interim, until RM3 funds are available.

8. Construction of the Seaplane Terminal (as defined in Section 2.c) is financed with private and public sources and is expected to cost approximately \$22 million. On September 6, 2018, WETA's Board approved a \$2 million contribution from WETA toward the construction of the Seaplane Terminal, and adopted Resolution 2018-28, establishing that the contribution reflected WETA's commitment to the construction of the Seaplane Terminal and also the requirement that WETA have exclusive control and authority over the new terminal facility and any private operator landings at the new terminal. The funding arrangement between WETA and City is memorialized in that certain Construction Funding Agreement dated June 11, 2019 ("**Funding Agreement**").
9. On July 25, 2019, the City and Alameda Point Partners, LLC, a Delaware limited liability company ("APP"), the developer of the Seaplane Terminal, entered into that certain Funding, Construction and Dedication Agreement (the "APP/City Agreement"), pursuant to which the City and APP documented certain obligations they owe to each other, as well as certain other material matters related to the funding, construction and transfer of the Landside Assets and Waterside Assets following completion by APP.
10. WETA has approved the design, engineering plans, and construction plans that were the basis for permitting the construction of the Seaplane Terminal (the "**Seaplane Terminal Plans**").
11. The Parties now desire to enter into this Operating Agreement to establish the rights and responsibilities of the Parties in connection with the operation of the Seaplane Terminal.
12. The Parties' current plans are for the Seaplane Terminal to be operating on or around August 17, 2020 ("**Expected Operating Date**").

AGREEMENT

1. **Recitals.** The recitals described above are incorporated into and made a part of this Operating Agreement.
2. **Definitions.** This Operating Agreement is subject to the following definitions:
 - a. "**Landside Area**" means the area of land described in Exhibit A-1.
 - b. "**Landside Assets**" means the following improvements located at Seaplane Terminal, which are located within the Landside Area:
 - i. All improvements to the landside at the point of junction of the sea wall (or comparable structure) and the shoreline;
 - ii. Parking facilities for approximately 400 vehicles, with the City making reasonable efforts to ensure priority for ferry riders during ferry operation hours, at temporary and permanent locations within close proximity to the Seaplane Terminal;
 - iii. Passenger drop-off and pick-up area and/or "Kiss and Ride" area;

- iv. Public access path connecting the Alameda Point development to the Seaplane Terminal;
 - v. Bike access routes and bike parking areas at and around Seaplane Terminal;
 - vi. Pier serving as a passenger walkway from the land to the gangway; and
 - vii. The canopy over the pier to provide protection from the elements while passengers are waiting for the ferry.
 - c. **"Seaplane Terminal"** means the site of the Seaplane Lagoon Ferry Terminal located at Alameda Point and further described in Exhibit A-2.
 - d. **"Seaplane Terminal Ferry Service"** means the ferry service to be provided by WETA between the Seaplane Terminal and the San Francisco Ferry Building.
 - e. **"Waterside Area"** means the submerged land under the Waterside Assets, and the submerged land under the path of travel to and from the Waterside Assets through the Seaplane Lagoon as further described in Exhibit A-3.
 - f. **"Waterside Assets"** means the following personal property located at the Seaplane Terminal:
 - i. A gangway connecting the pier to the passenger boarding float;
 - ii. A passenger boarding float for entering and exiting a ferry vessel;
 - iii. An access control gate to be located on the pier to provide access to the gangway;
 - iv. The portion of the walkway on the pier on which the access control gate is located;
 - v. Fixed piles supporting the float and gangway; and
 - vi. Any other waterside equipment WETA deems necessary for operation of the Seaplane Terminal (as discussed in Section 6.d).
3. **Term of Agreement.** The term of this Agreement will be coterminous with the term of the License attached hereto as Exhibit B. This Operating Agreement will automatically terminate or expire on the date of termination or expiration of the License with no need for further action by either Party.
4. **Interpretation and Effect of MOU and Transfer Agreement.**
- a. **MOU.** The Parties acknowledge that the MOU established the Parties' intentions for the Seaplane Terminal and Seaplane Terminal Ferry Service. However, the Parties have caused the MOU terms and conditions to be included in this Operating Agreement. Accordingly, as of the date of this Operating Agreement, the MOU shall be of no further force or effect.
 - b. **Transfer Agreement.**
 - i. The Parties acknowledge that the Transfer Agreement contemplated possible future ferry service at Seaplane Lagoon. The Parties recognize that Section

11.9 of the Transfer Agreement no longer reflects the Parties' intent with respect to Seaplane Lagoon. Accordingly, as of the date of this Operating Agreement, Section 11.9 of the Transfer Agreement shall have no further effect, and with respect to Seaplane Terminal, this Operating Agreement and the License shall control. If the Parties later amend the Transfer Agreement, any amendment will include language implementing the intent of this Section 4.b.i.

- ii. The Parties are committed to working cooperatively in an effort to amend the Transfer Agreement to cause City to operate and maintain those Main Street Ferry Terminal and Harbor Bay Ferry Terminal landside improvements subsequently agreed to by the Parties. WETA will continue to maintain and operate all Main Street Ferry Terminal and Harbor Bay Ferry Terminal waterside improvements. The Parties further agree to use good faith efforts to achieve this amendment to the Transfer Agreement in accordance with the Transfer Agreement Amendment Period Milestone Schedule set forth in Exhibit C.

5. **City's Rights and Responsibilities.** City's rights and responsibilities in connection with the Seaplane Terminal are as follows:

- a. As required by the MOU, the City has completed project environmental clearances and project permitting, including but not limited to approvals required by the National Marine Fisheries Service, the U.S. Fish and Wildlife Service, the San Francisco Bay Area Regional Water Quality Control Board, the Army Corps of Engineers, and the Bay Conservation and Development Commission ("**BCDC**").
- b. Contract for and manage the design and construction of the Seaplane Terminal, including all Landside Assets and Waterside Assets, subject to WETA's review and acceptance of the design and construction of the Waterside Assets, as described in Section 6. The "**Completion**" of the Seaplane Terminal shall be evidenced by a Certificate of Occupancy or comparable approval from City.
- c. Continue to own and maintain (as and to the extent determined necessary by the City) the Waterside Area, subject to WETA's maintenance, repair and remediation duties described in Section 6, and own and maintain, at its sole expense, the Landside Area and Landside Assets.
- d. Execute a license, in a form substantially the same as the one attached hereto as Exhibit B, which reflects (i) a sixty-six (66) year term, (ii) a license fee of \$1.00 per year due from WETA, (iii) a license area encompassing the Waterside and the Landside Area ("**License Area**"), and (iv) access and use of the License Area by WETA consistent with this Operating Agreement ("**License**").
- e. City has provided WETA with copies of all previously issued governmental approvals, permits, agreements or restrictions applicable to the Waterside Area and

Waterside Assets, including but not limited to approvals, permits, agreements or restrictions issued by the State Lands Commission, the BCDC and/or the BCDC Design Review Board, City's Planning Board and City's Historical Advisory Board. WETA confirms that this obligation of City has been met.

- f. Assign to WETA, on a non-exclusive basis, all rights with respect to the Waterside Assets arising under that certain Service Provider Agreement between the City and Marcy Wong Donn Logan Architects, dated March 6, 2018 (the “**MWDL Agreement**”), including, without limitation, the right to defense and indemnity under Section 9 of the MWDL Agreement, and any claims for design defects (“**Defect Claims**”), to the extent allowable by law and the MWDL Agreement. The City will also cooperate with WETA in pursuing Defect Claims arising out of or related to the Waterside Assets. Notwithstanding Section 7, to the extent that the City receives any direct warranties or guarantees from any third party with respect to work performed on the Waterside Assets, the City will assign and transfer to WETA those warranties and guaranties on a non-exclusive basis to the extent permitted by each particular document and law.
 - g. Pay for all utility charges associated with the Landside Assets and Landside Area.
 - h. Insure the Landside Area and the Waterside Area in accordance with Section 11.
6. **WETA's Rights and Responsibilities.** WETA's rights and responsibilities in connection with the Seaplane Terminal are as follows:
- a. Exercise reasonable review and approval authority over construction and any material design changes during construction of the Seaplane Terminal in accordance with Section 7.
 - b. Own, maintain, repair and replace (as and to the extent determined necessary by WETA), at its sole cost, all Waterside Assets
 - c. Pay for all utility charges associated with the Waterside Assets.
 - d. Pay for any additional waterside equipment, as and to the extent determined necessary by WETA for the Seaplane Terminal Ferry Service operation, and all dredging activity within the Waterside Area (again, as and to the extent determined necessary by WETA for Seaplane Terminal Ferry Service operations). Any such additional waterside equipment paid for by WETA will be considered Waterside Assets as set forth in Section 2.f.vi. With respect to dredging activities for which WETA is responsible under this paragraph, WETA shall be responsible for obtaining, at its cost, all required permits and approvals, and the City shall cooperate with such efforts and serve as the applicant to the extent necessary.
 - e. Maintain and repair any submerged real property within the Waterside Area only to the extent it is damaged or contaminated by WETA and/or WETA's operation of the Seaplane Terminal Ferry Service, and to the extent such repairs are necessary to

- provide the Seaplane Terminal Ferry Service. Maintenance and repair activities include, without limitation, promptly abating and/or removing hazardous materials in the Waterside Area to the extent caused by WETA, to the extent necessary to provide the Seaplane Terminal Ferry Service. All repair, maintenance and abatement by WETA shall be done in a manner consistent with the standard of care with which WETA manages other Bay Area ferry service terminals and in compliance with all applicable laws.
- f. Comply with all applicable local, state and federal laws, including, without limitation, all environmental laws, and the speed restrictions set forth in Mitigation Measure 4.E-4a (Marine Craft Access Corridor) of the Seaplane Lagoon Ferry Terminal Addendum Mitigation Monitoring and Reporting Program, attached to and incorporated into this Operating Agreement as Exhibit E.
 - g. Provide and operate the Seaplane Terminal Ferry Service, including, without limitation, providing all vessels required to provide Seaplane Terminal Ferry Service.
 - h. Operate Seaplane Terminal Ferry Service in a manner that is consistent with the standard of care with which WETA operates other Bay Area ferry services and terminals.
 - i. In consultation with the City, develop an initial service plan for Seaplane Terminal Ferry Service focused on delivering weekday, peak period service. WETA intends that the initial service plan will meet the minimum service level goals established in its system expansion policy. Notwithstanding the Parties' joint commitment to maximize ferry service, the Parties acknowledge that (i) financial constraints and uncertainties may require WETA to set and change, any service levels to meet WETA's available financial operating resources, (ii) actual Seaplane Terminal Ferry Service levels may depend on customer demand, in particular given the need to coordinate service at the Seaplane Terminal with service at other terminals in Alameda, and (iii) WETA ultimately has the sole and exclusive authority to set and change service levels in accordance with its statutory authority as well as its Board-adopted service policies and strategic plans. As an active partner and the home to thousands of WETA ferry riders, City staff and residents will be included in all public outreach activities related to any significant proposed service changes. If during the term, WETA determines that it will be necessary or prudent to materially reduce or discontinue ferry service at Seaplane Terminal, WETA shall use good faith efforts to give City written notice of such changes as early as reasonably possible. If WETA discontinues ferry service at Seaplane Terminal for a period of more than 150 consecutive calendar days, then either Party may terminate this Agreement upon at least 60 calendar days' written notice. Upon the receipt of written notice of termination by a Party, the Parties will, during the 60 day notice period commencing upon receipt, negotiate in good faith the terms and conditions of termination; provided that the terms of any termination will grant the City the right to (i) acquire the Waterside Assets for a sum that acknowledges WETA's proportionate depreciated investment in the Waterside Assets (except that WETA may elect to retain ownership

of the additional waterside equipment identified in Section 6.d), and (ii) operate or cause a third party operator to operate ferry service at Seaplane Terminal, subject to the City or such third party operator being lawfully able to operate ferry service in the San Francisco Bay.

- j. In the event of an emergency, a natural disaster, or a regionally disruptive event, all as reasonably determined by WETA, WETA may temporarily suspend or modify Seaplane Terminal Ferry Service, and use the Seaplane Terminal, as necessary, to fulfill its emergency response mandate. In such an event, WETA will provide City with notice as appropriate under the circumstances.
- k. Establish fares as determined by WETA; any future changes or increases to fares are at WETA's discretion.
- l. WETA has the exclusive right to permit third party ferry/boat operators to use the Seaplane Terminal to land boats, so long as any third party ferry/boat operators agree in writing to assume all liability and risk arising from or related to their use of the Seaplane Terminal. WETA will require any third party ferry/boat operator to indemnify and insure the City to the same extent as it requires the third party ferry/boat operator to indemnify and insure WETA. WETA agrees to notify the City if it permits a third party ferry/boat operator to use the Seaplane Terminal to land boats and to provide evidence to City that the above requirements have been met.
- m. Insure (i) the Waterside Assets, (ii) all vessels used for Seaplane Terminal Ferry Service, and (iii) WETA's operation of Seaplane Terminal Ferry Service, all in accordance with Section 11.

7. **Review and Acceptance of Design and Construction of Seaplane Terminal.**

- a. The Parties agree that WETA's ongoing approval of construction of the Seaplane Terminal will be necessary and beneficial for operating the Seaplane Terminal Ferry Service. Accordingly, City will provide WETA with at least ten (10) Business Days to review and approve any material changes to already-approved design specifications and architectural, engineering and construction plans (for both Landside and Waterside Assets).
- b. Following Completion of the Waterside Assets, including any Punch List items (as described in Section 6.2.4 of the APP/City Agreement), APP must, as described in Section 7.2.1 of the APP/City Agreement, transfer to WETA (i) a copy of the "as-built" Approved Ferry Terminal Plans, and (ii) the Waterside Assets pursuant to a "**Bill of Sale**," substantially in the form attached hereto as Exhibit D. In addition, APP must assign and transfer to WETA (on a non-exclusive basis) all warranties and guaranties made by received or provided by any third party, the contractor, and any subcontractors with respect to work performed on the Waterside Assets (as further discussed in Section 7.2.1 of the APP/City Agreement). In particular, APP will assign and transfer to WETA those warranties and guaranties provided by (i) DiSilva

Gates Construction (“**DiSilva**”) in that certain Subcontract Agreement dated July 25, 2019 between Maple Construction NorCal LP, an affiliate of APP (“**Maple**”), and DiSilva, and (ii) Power Engineering Construction Co. (“**Power**”) in that certain Subcontract Agreement dated April 19, 2019 between Maple and Power. City must use commercially reasonable efforts to cause APP to comply with its obligations under Section 7.2.1 of the APP/City Agreement. The Parties acknowledge that WETA’s delivery of a notice of acceptance of the Waterside Assets, as set forth in Sections 6.2.4 and 7.2 of the APP/City Agreement, is conditioned on APP’s performance of the obligations described above and WETA will not commence provision of the Seaplane Terminal Ferry Service until and unless APP has complied with all requirements of this Section, as determined by WETA in its sole, but reasonable discretion.

- c. If requested by WETA, or WETA's successors and assigns, City agrees to do, execute, acknowledge and deliver, or cause to be done, executed and delivered to WETA, or WETA's successors or assigns, further reasonable acts, transfers, assignments, deeds, powers and assurances of title, and additional papers and instruments necessary to perfect WETA's ownership of the Waterside Assets consistent with this Agreement.
 - d. City must use commercially reasonable efforts to assist WETA in exercising the rights granted to WETA in the APP/City Agreement, including, without limitation, the rights stated in Section 6.2.4 regarding written notice of the substantial completion of the Seaplane Terminal, the right to inspect the construction of the Seaplane Terminal during the construction and prior to acceptance, and the right to obtain corrections for defects and the Punch List items
8. **Future Environmental Approvals.** The Parties agree to work collaboratively to secure necessary permits and environmental clearances for any future modification of Seaplane Terminal or the Seaplane Terminal Ferry Service.
9. **Additional Efforts to Support Ferry Service.** To incentivize use of the Seaplane Terminal Ferry Service, the Parties agree to work cooperatively to take the following actions in furtherance of the goals set forth in this section:
- a. City will lead and WETA will support efforts to advocate for and coordinate with AC Transit and other potential local transit operators to provide frequent, reliable and convenient bus service to the Seaplane Terminal and the Main Street Terminals.
 - b. City acknowledges that it will implement transit service consistent with the Transportation Demand Management Program for Alameda Point.
 - c. City will evaluate the possible implementation of parking fees at Seaplane Terminal, in consultation with WETA, as a part of a larger ferry terminal parking management plan. The parking proceeds, if any, from the Seaplane Terminal and Main Street

Terminal lots would be designated for use in connection with ferry terminal parking lots, maintenance and operational costs for the Seaplane Terminal and the Main Street Terminal parking lot.

- d. City will evaluate the parking capacity needs at the Seaplane Terminal and plan for possible increased capacity as ridership increases and/or changes among the three (3) ferry terminals in the City.
10. **Public Outreach.** Both Parties have the shared responsibility of engaging in public outreach to inform Alameda residents, existing ferry riders and other stakeholders about ferry service transitions and operations among ferry terminals in connection with the Seaplane Terminal.
11. **Insurance.** WETA will procure and maintain in full force and effect during the term of this Operating Agreement, insurance coverages for the Waterside Assets, all WETA vessels used at Seaplane Terminal, and WETA's operation of Seaplane Terminal Ferry Service. The City will procure and maintain in full force and effect during the term of this Operating Agreement, insurance coverages for the Landside Assets and the Waterside Area. The insurance obtained and maintained by WETA shall be identical to and in compliance with the insurance requirements in the License, and the insurance obtained and maintained by the City shall be substantially consistent with insurance carried by the City on its other properties, provided that WETA and City will name the other and such related parties as each may request as additional insureds on all insurance policies, and will require any third party contractor engaged in connection with the Seaplane Terminal to name the same parties as additional insureds. The Parties also agree that in the event of loss due to any of the perils for which a Party has agreed to provide comprehensive general and/or automotive liability insurance, that Party shall look solely to its insurance for recovery. Each Party shall grant to the other, on behalf of any insurer providing comprehensive general and automotive liability insurance, a waiver of any right to subrogation, which the insurer of may acquire by virtue of the payment of any loss under such insurance.
12. **Indemnity**
 - a. Except to the extent caused, or alleged to have been caused, by City's negligence or willful misconduct, WETA will indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City, its Council members, Board and Commission members, committee members, officers, agents, volunteers and employees ("**City Indemnities**") from any and all claims, liability, costs, penalties, fines, damages, injuries, judgments, forfeitures, losses or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) arising out of, or in any way related to, or resulting directly or indirectly from:
 - i. The Waterside Assets.

- ii. WETA's operation and management of the Seaplane Terminal Ferry Service.
 - iii. WETA's use, maintenance, or repair of the Waterside Area.
 - iv. Use or contamination of the Waterside Area or Landside Area by any third party boat or ferry operating pursuant to WETA approval at Seaplane Terminal
 - v. Any unlawful use, storage, transportation, release or disposal of hazardous materials by WETA in its performance of this Operating Agreement.
 - vi. Any failure by WETA to comply with the terms and conditions of this Operating Agreement.
 - b. Except to the extent caused, or alleged to have been caused, by WETA's negligence or willful misconduct, City will indemnify, defend (with counsel reasonably acceptable to WETA) and hold harmless WETA, its Board members, directors, officers, agents and employees (“**WETA Indemnities**”) from any and all claims, liability, costs, penalties, fines, damages, injuries, judgments, forfeitures, losses or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) arising out of, or in any way related to, or resulting directly or indirectly from:
 - i. The Waterside Area, except to the extent caused by WETA's use, maintenance, or repair of the Waterside Area.
 - ii. The Landside Area.
 - iii. The Landside Assets.
 - iv. Any unlawful use, storage, transportation, release or disposal of hazardous materials by City in its performance of this Operating Agreement.
 - v. Any failure by City to comply with the terms and conditions of this Operating Agreement.
 - c. The indemnification of each Party to the other will survive the termination or expiration of this Operating Agreement.
13. **Assignment**. Neither Party may assign any of its rights nor transfer any of its obligations under this Operating Agreement without the other Party's prior written consent.
14. **Compliance with All Applicable Laws**. The Parties agree to comply with all applicable local, state, and federal laws.
15. **Default**. The failure by WETA or City to timely perform a material obligation under this Operating Agreement will constitute a default permitting (except as otherwise described

herein) the non-defaulting Party to provide written notice to the defaulting Party demanding that the defaulting Party cure the default, or provide a reasonably acceptable plan for curing the default, within ninety (90) calendar days of receipt of the default notice, or a longer period, as determined by the non-defaulting Party. If the defaulting Party fails to timely cure the default, or provide a reasonably acceptable plan for curing the default, the non-defaulting Party may immediately terminate this Operating Agreement and may also exercise all other rights and remedies available at law and equity.

16. **Waiver.** No waiver by WETA or City of a breach of any of the terms, covenants, or conditions of this Operating Agreement by the other Party will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by WETA or City will be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver will affect a default other than as specified in such waiver. The consent or approval by WETA or City to or of any act by the other Party requiring the consent or approval of the first Party will not be deemed to waive or render unnecessary such Party's consent or approval to or of any subsequent similar acts by the other Party.
17. **Limitation of Damages.** Neither WETA nor City will have any liability to the other for business interruption, punitive, speculative or consequential damages as a result of default or termination of this Operating Agreement.
18. **Costs and Attorneys' Fees.** In any judicial action or proceeding between or among the Parties to enforce any of the provisions of this Operating Agreement, regardless of whether such action or proceeding is prosecuted to judgment, and in addition to any other remedy, the non-prevailing Party will pay to the prevailing Party all out-of-pocket costs and expenses (including reasonable attorneys' fees, which will include the reasonable value of any general counsel or City Attorney services utilized by the successful Party) incurred therein by the prevailing Party. For the purposes of this section, the term "prevailing Party" means the Party which obtains substantially the relief it sought to obtain.
19. **Notices.** All notices and communications related to this Operating Agreement deemed by either Party to be necessary or desirable must be in writing and may be given by e-mail, plus mailing the same postage prepaid; personal delivery; or nationally recognized overnight courier to a representative of the Parties addressed as follows:

To WETA:	Attention: Nina Rannells San Francisco Bay Area Water Emergency Transportation Authority Pier 9, Suite 111 San Francisco, CA 94111 Email: rannells@watertransit.org
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To City: Attention: Eric J. Levitt and Debbie Potter
City of Alameda
950 West Mall Square
Alameda, CA 94501
Email: elevitt@alamedaca.gov and
dpotter@alamedaca.gov

Additional Copy to: Attention: City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Email: yshen@alamedacityattorney.org
and lmawell@alamedacityattorney.org

The address to which mailings may be made may be changed from time to time by written notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

20. **Dispute Resolution.** The Parties agree that any dispute arising from this Operating Agreement and/or the License that is not resolved within thirty (30) Business Days by the Parties' representatives responsible for the administration of this Operating Agreement will be set forth in writing by each Party and delivered to the attention of both WETA's Executive Director (“ED”) and the City Manager for resolution. In the event resolution cannot be reached by the ED and the City Manager, the Parties agree to meet and confer to discuss the appropriate method of resolution. The Parties may agree to an alternative dispute resolution process, including mediation and/or arbitration.
21. **Amendments.** Except as otherwise provided herein, this Operating Agreement may be amended or modified only by a written instrument executed by City and WETA.
22. **Governing Law.** This Operating Agreement will be governed by and construed in accordance with the laws of the State of California.
23. **Severability.** If any phrase, clause, sentence, paragraph, section, article, or other portion of this Operating Agreement becomes illegal, null or void or against public policy, for any reason, or is held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Operating Agreement will not be affected thereby and will remain in force and effect to the fullest extent permissible by law.
24. **Counterparts.** This Operating Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which counterparts together will constitute one agreement.
25. **Effective Date.** This Operating Agreement will be effective on the date the Operating Agreement was entered and executed as first set forth above.

26. **Time of the Essence.** Time is of the essence of this Operating Agreement.
27. **Business Day.** As used herein, the term “**Business Day**” shall mean a day that is not a Saturday, Sunday or legal holiday in the state of California. In the event that the date for the performance of any covenant or obligation under this Operating Agreement, or delivery of any notice, shall fall on a Saturday, Sunday or legal holiday under the laws of the State of California, the date for performance thereof shall be extended to the next Business Day.
28. **Construction.** This Operating Agreement has been negotiated by the Parties who have had the opportunity to consult their respective counsel. This Operating Agreement shall not be construed more strictly against one Party hereto than against any other Party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. The term “including” or “includes” or any other similar term or phrase of inclusion shall be deemed to be followed in each instance by the words “but not limited to,” so as to designate an example or examples of the described class and not to designate all members of that class (it being the intention of the parties that each hereby waives the benefits of Section 3534 of the California Civil Code).
29. **Entire Agreement.** This Operating Agreement, as supplemented by the Transfer Agreement, the License Agreement, and the Funding Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

IN WITNESS WHEREOF, the Parties have signed this Operating Agreement as of the date first set forth above.

WATER EMERGENCY TRANSPORTATION AUTHORITY

By: _____
Nina Rannells, Executive Director

Date: _____

Approved as to form:

Attorney for WETA

CITY OF ALAMEDA

By: _____
Eric J. Levitt, City Manager

Date: _____

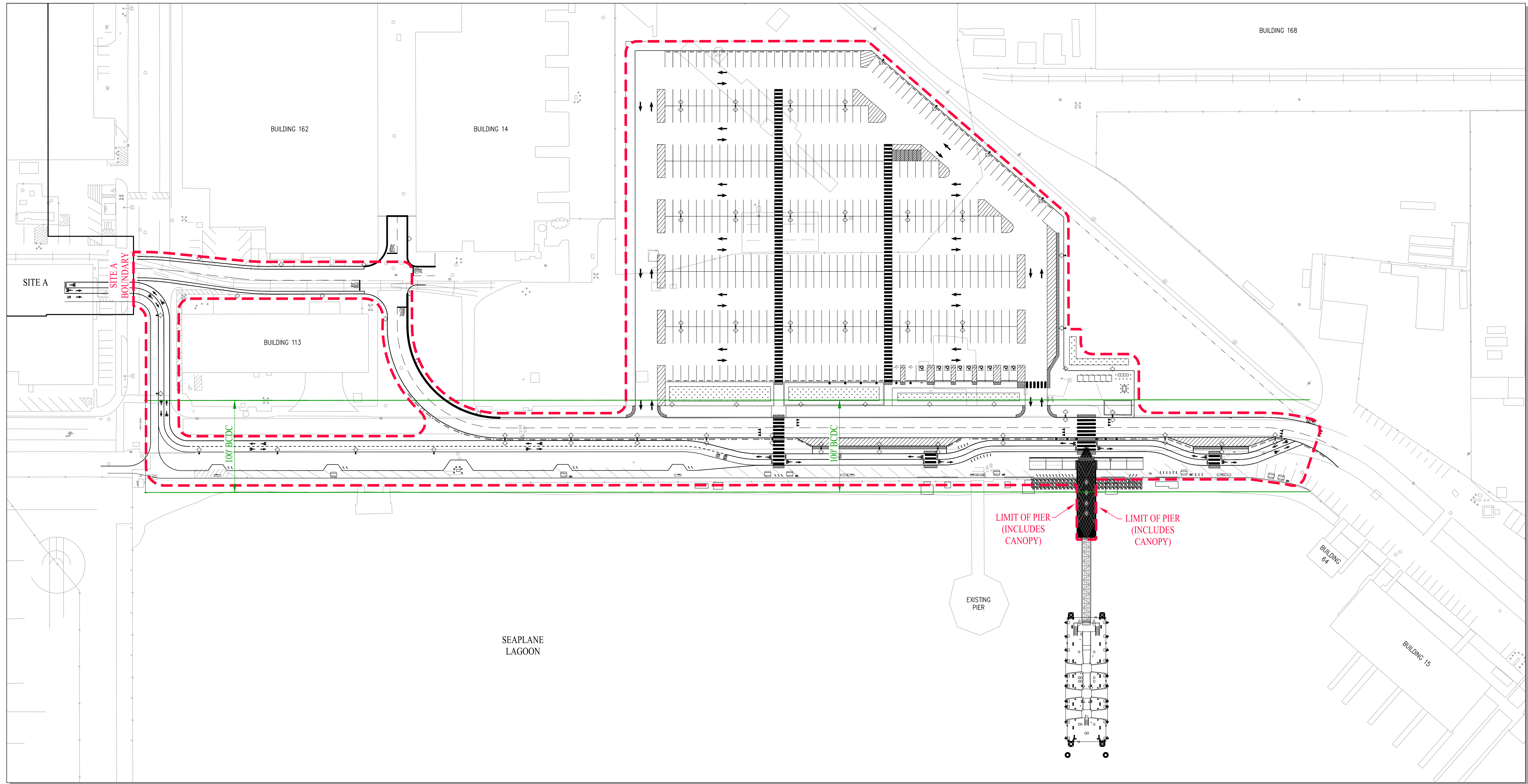
Recommended for approval:

By: _____
Debbie Potter, Community Development Director

Approved as to form:
City Attorney:

By: _____
Lisa Nelson Maxwell, Assistant City Attorney

Exhibit A-1
Landside Area



LEGEND

--- DEMARCATION OF LANDSIDE EASEMENT

EXHIBIT A-1: LANDSIDE AREA

CITY OF ALAMEDA ALAMEDA COUNTY CALIFORNIA

0' 50' 150' 200'

SCALE: 1" = 50' DATE: AUGUST 15, 2019

cbg

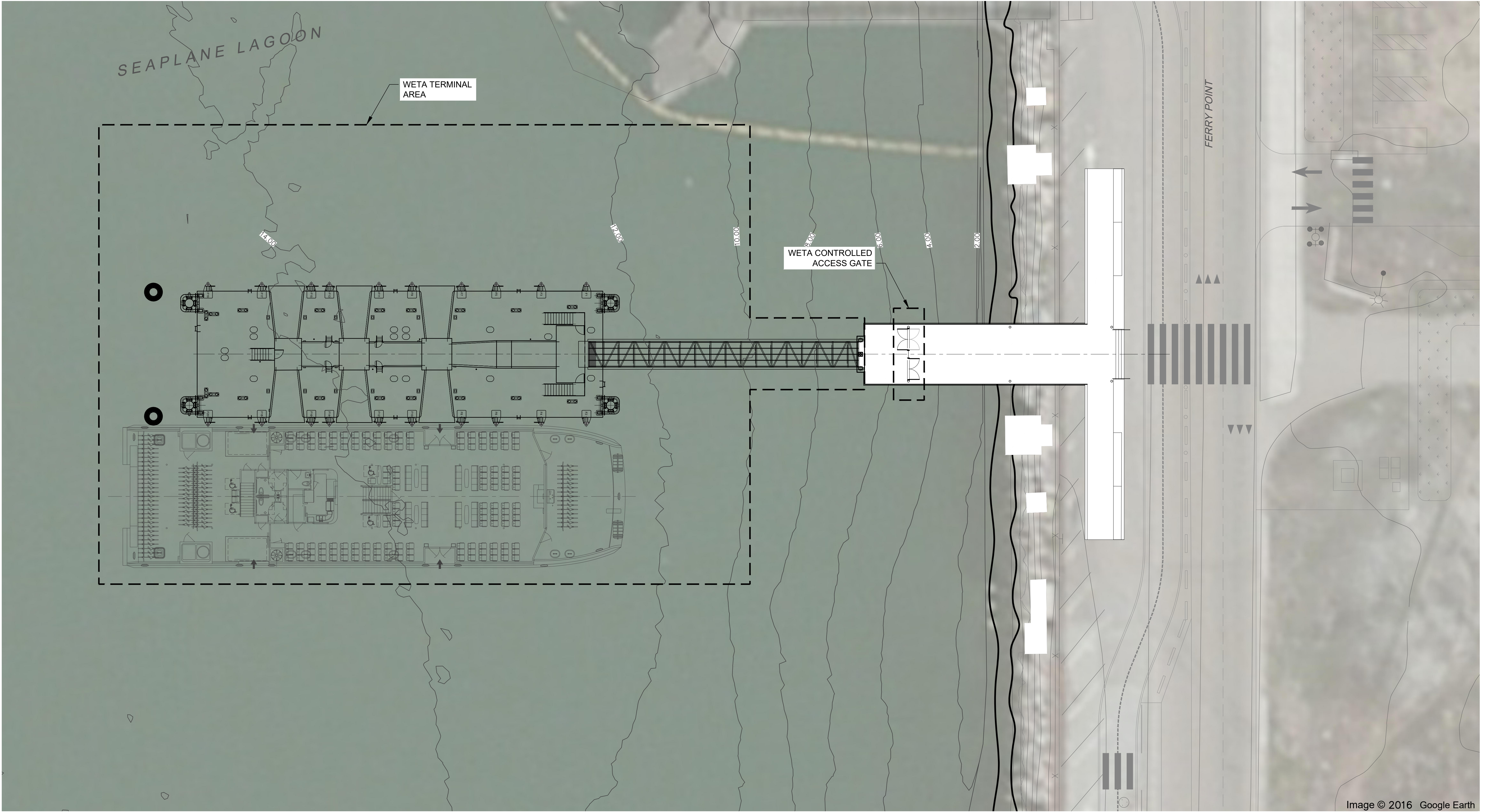
CIVIL ENGINEERS SURVEYORS PLANNERS

SAN RAMON (925) 866-0322

SACRAMENTO (916) 375-1877

WWW.CBANDG.COM

Exhibit A-2
Seaplane Terminal



1 EXHIBIT A-2: SEAPLANE TERMINAL
SCALE: 1/16" = 1'-0" AT FULL SIZE

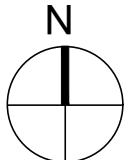
<div>CITY OF ALAMEDA</div> <div>SRM ERNST MADISON MARQUETTE THOMPSON DORFMAN PARTNERS TRAMMELL CROW RESIDENTIAL</div> <div></div>	<div>Client</div> <div>CITY OF ALAMEDA</div> <div>Michelle Giles</div>	<div>Architects</div> <div>MARCY WONG DONN LOGAN ARCHITECTS</div> <div>Tel: 510.843.0916 Email: office@wonglogan.com</div>	<div>Civil Engineer</div> <div>BKF</div> <div>Tel: 925.940.2214 Email: dschaefer@bkf.com</div>	<div>Landscape Architect</div> <div>GROUNDWORKS OFFICE</div> <div>Email:brennan@groundworksoffice.com</div>	Stamp	Project	<div>SEAPLANE LAGOON FERRY TERMINAL</div> <div>0 Ferry Point Road, Alameda CA 94501</div>	<div>Revisions</div> <table><tr><th>Issue</th><th>Date</th></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>	Issue	Date									<div>Project No.</div> <div>1801</div> <div>Phase</div> <div>SKETCH</div> <div>Date</div> <div>08/19/2019</div> <div>Drawn by</div> <div>NIF</div> <div>Checked by</div> <div>JPC</div> <div>Scale at Sheet Size</div> <div>22X34</div>	<div>Sheet Name</div> <div> </div> <div>Sheet No.</div> <div> </div>
	Issue	Date																		
<div>Developer</div> <div>ALAMEDA POINT PARTNERS</div> <div>Stephanie Hill</div>	<div>Marine/Structural Engineer</div> <div>COWI NORTH AMERICA INC</div> <div>Tel: 510.267.7164 Email: jmc@cowi.com</div>	<div>Electrical Engineer</div> <div>THE ENGINEERING ENTERPRISE</div> <div>Tel: 510.263.1522 Email: paul@engent.com</div>	<div>Lighting Design</div> <div>HORTON LEES BROGDEN</div> <div>Tel: 415.348.8273 Email:AMoore@hnbllighting.com</div>																	

Exhibit A-3
Waterside Area



Image © 2016 Google Earth

1 EXHIBIT A-3: WATERSIDE AREA
NOT TO SCALE



<div>CITY OF ALAMEDA</div> <div>SRM ERNST MADISON MARQUETTE THOMPSON DORFMAN PARTNERS TRAMMELL CROW RESIDENTIAL</div> <div></div>	<div>Client</div> <div>CITY OF ALAMEDA</div> <div>Michelle Giles</div>	<div>Architects</div> <div>MARCY WONG DONN LOGAN ARCHITECTS</div> <div>Tel: 510.843.0916 Email: office@wonglogan.com</div>	<div>Civil Engineer</div> <div>BKF</div> <div>Tel: 925.940.2214 Email: dschaefer@bkf.com</div>	<div>Landscape Architect</div> <div>GROUNDWORKS OFFICE</div> <div>Email:brennan@groundworksoffice.com</div>	Stamp	Project	Revisions	<div>Project No.</div> <div>1801</div> <div>Phase</div> <div>SKETCH</div> <div>Date</div> <div>08/19/2019</div> <div>Drawn by</div> <div>NIF</div> <div>Checked by</div> <div>JPC</div> <div>Scale at Sheet Size</div> <div>22X34</div>	<div>Sheet Name</div>
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						03/07/2019	<div>0 Ferry Point Road, Alameda CA 94501</div>		

03/07/2019

Exhibit B

License

LICENSE AGREEMENT
SEAPLANE LAGOON FERRY TERMINAL

This LICENSE AGREEMENT ("**Agreement**") is entered into effective _____, 2020 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation ("**City**"), and the SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY, a regional public transit agency ("**WETA**"). In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, City and WETA agree as follows:

1. Background.

A. Alameda Point is comprised of approximately 1,560 acres of land and 1,115 acres of water located at the western third of Alameda, bounded by the San Francisco Bay on the south and west, and the Oakland/Alameda Estuary on the north ("**Alameda Point**").

B. City and WETA have entered into that certain Seaplane Lagoon Ferry Terminal Operating Agreement of even date herewith ("**Operating Agreement**") in connection with the design, construction and operation of the Seaplane Lagoon Ferry Terminal at Alameda Point ("**Seaplane Terminal**"), and ferry service connecting Alameda Point and San Francisco.

C. City owns certain real property located at Alameda Point and identified in the Operating Agreement as the Landside Area, described more particularly in Exhibit A attached hereto (the "**Landside Area**").

D. City also owns a submerged area of land located at Alameda Point and identified in the Operating Agreement as the Waterside Area, as described more particularly in Exhibit A (the "**Waterside Area**"). Within the Waterside Area are located certain personal property that will be owned by WETA, including, a gangway connecting the pier to the passenger boarding float, a passenger boarding float for entering and exiting a ferry vessel, an access control gate to be located on the passenger walkway on the pier to provide access to the gangway, the portion of walkway on the pier on which the access gate is located, and fixed piles for the gangway (collectively, the "**Waterside Assets**").

E. The Landside Area and Waterside Area shall be collectively referred to herein as the "**License Area**." Use of the License Area by WETA shall be as described in Section 4.

F. WETA desires to obtain a license from City to access and use the License Area for the operation of the Seaplane Terminal Ferry Service as contemplated in the Operating Agreement.

G. City desires to grant to WETA a license to use the License Area. The terms of this Agreement shall govern WETA's use of and access to the License Area.

2. Grant of License. City hereby grants to WETA a license for access and entry onto the License Area for the operation of the Seaplane Terminal, subject to all of the terms and conditions hereof and the terms and conditions set forth in the Operating Agreement.

3. Term. The Term of this Agreement shall commence on _____, 2020, and shall expire on _____, 2086. City and WETA acknowledge and agree that the license granted under this Agreement is revocable and terminable by either party pursuant to Section 12.

4. Use of the License Area. The License Area and each portion thereof may be used by WETA in the manner and to the extent described below.

(a) Waterside Area. The Waterside Area shall be utilized by WETA solely for the purpose of operating the Seaplane Terminal Ferry Service, including: the initial fit-up (i.e., hiring, training, purchasing and obtaining all personnel and equipment required to operate Seaplane Terminal) of the Waterside Assets; maintenance, repair, remediation and replacement of all Waterside Assets and the Waterside Area (as further described in the Operating Agreement); providing ferry service in accordance with the terms of the Operating Agreement; and general operation, management and oversight of the Seaplane Terminal.

(b) Landside Area. The Landside Area shall be utilized by WETA on a non-exclusive basis for access to the Waterside Area and Waterside Assets. Specifically, WETA and its employees, contractors and agents shall have (i) ingress and egress rights over and across the Landside Area, and (ii) the right to park within the parking lot(s) on the Landside Area in connection with operation of the Seaplane Terminal.

5. License/Use Fees. WETA shall pay a fee of \$1.00 per year for use of the License Area beginning on the date of this Agreement (“**License Fee**”). Payments shall be made at the address set forth for City after its signature block.

6. Compliance with Laws. The use of the License Area by WETA shall be in accordance with all applicable laws, permits, licenses and other governmental authorizations, rules, ordinances, orders, decrees and regulations now or hereafter enacted, issued or promulgated by federal, state, county, municipal and/or other governmental agencies, bodies and courts having or claiming jurisdiction over all or any part of the License Area or the Seaplane Terminal, and all insurance companies insuring all or any part of the License Area or the Seaplane Terminal. WETA agrees to comply with all rules and regulations applicable to the License Area or the Seaplane Terminal whether in force now or adopted in the future.

7. Restrictions on Use of the License Area. WETA shall not use or permit the License Area to be used in any manner which would violate any license, permit or other governmental authorization which is required for lawful access to, and use and operation of, the License Area or the Seaplane Terminal or which would interfere with the operation of the Seaplane Terminal or use of the Seaplane Terminal by riders of the ferry and/or any third parties, which third-party operator use shall be subject to the requirements of Section 8 of this Agreement and Section 6 of the Operating Agreement. If any license, permit, or other governmental authorization is required for the lawful access to, and use and operation of, the License Area and/or Seaplane Lagoon, WETA shall procure and maintain the same throughout the term of this Agreement. WETA shall not commit any waste or permit or suffer any waste to be committed on the License Area.

8. Restrictions on Third Party Use. WETA has the exclusive right to permit third party ferry/boat operators to use the Seaplane Terminal to land boats, so long as any third party

ferry/boat operators agree in writing to assume all liability and risk arising from or related to their use of the Seaplane Terminal. WETA will require any third party ferry/boat operator to indemnify and insure the City to the same extent as it requires the third party ferry/boat operator to indemnify and insure WETA. WETA agrees to notify the City in writing if it permits a third party ferry/boat operator to use the Seaplane Terminal to land boats and to provide written evidence to City that the above requirements have been met.

9. Insurance. WETA shall, at all times during the term of this Agreement, obtain and keep in force at its sole cost and expense the following insurance coverages:

A. Property and Liability Coverage.

(i) Required Types and Amounts of Insurance. Except as more specifically provided in this Section 9, WETA shall, at no cost to the City, obtain and maintain, and cause to be in effect at all times from the Effective Date to the later of (i) the last day of the Term, or (ii) the last day WETA (A) is in possession of the License Area or (B) has the right of possession of the License Area (except as otherwise specified in this section, the following types and amounts of

(1) Property Insurance. WETA, at its sole cost and expense, shall procure and maintain on all of its personal property, improvements and alterations, in, on, or about the License Area, property insurance on an all risk form, excluding earthquake and flood, to the extent of full replacement value. The proceeds from any such policy shall be used by WETA for the replacement of WETA's personal property.

(2) Commercial General Liability Insurance. WETA will maintain, or require to be maintained "Commercial General Liability" insurance with coverage at least as broad as Insurance Services Office form CG 00 01 10 93 (or its replacement) insuring against claims for bodily injury (including death), property damage, personal injury and advertising injury, including coverage for operations, blanket contractual liability (to the extent possible under the above-referenced policy form or under a separate policy form), broad form property damage, explosion, collapse and underground hazards, independent contractors, products and completed operations, with such insurance to afford protection in an amount not less than Five Million Dollars (\$5,000,000) per occurrence and annual aggregate, and Ten Million Dollars (\$10,000,000) products and completed operations aggregate, and deleting any exclusions for care, custody and control of real property. All such insurance may be provided under a combination of primary and umbrella excess policies and may be provided under policies with a "claims made" trigger.

(3) Workers' Compensation Insurance. Worker's compensation insurance as required by law, U.S. Longshore and Harborworker's Act Insurance and Jones Act insurance with employer's liability limit not less than One Million Dollars (\$1,000,000) for each accident, on employees eligible for each. WETA's insurance must be from a carrier with an A M Best rating of A-7 or better; must be statutory in nature; must include USL&H on an "if any basis", with E L coverage of \$1,000,000.00. In the event Licensee is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations, Administration of Self Insurance, Sacramento, California.

(4) Business Automobile Insurance. WETA will maintain, or require to be maintained, policies of business automobile liability insurance covering all owned, non-owned or hired motor vehicles (including electric carts) to be used by WETA and its agents in connection with WETA's use and occupancy of the License Area, affording protection for bodily injury (including death) and property damage in the form of Combined Single Limit Bodily Injury and Property Damage policy with limits of not less than Five Million Dollars (\$5,000,000) per accident and annual aggregate.

(5) Protection and Indemnity Liability. WETA will maintain, or require to be maintained, Protection and Indemnity Liability Insurance acceptable to City, with limits not less than Five Million Dollars (\$5,000,000) per each occurrence, including coverages for owned and non-owned watercraft.

(6) Vessel Pollution Liability. WETA will maintain, or require to be maintained, Vessel Pollution Liability Insurance with combined single limit of Five Million Dollars (\$5,000,000.00) each claim, Five Million Dollars (\$5,000,000.00) aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a one-year extended reporting period.

(7) Hull and Machinery Protection. WETA will maintain, or require to be maintained, Hull and Machinery Protection in a form and with limit of market value of the vessel.

(8) Bumbershoot; Umbrella; Excess Insurance with policy limits of no less than Five Million Dollars (\$5,000,000).

(ii) General Requirements.

(1) As to all insurance required hereunder, such insurance will be carried under a valid and enforceable policy or policies issued by insurers of recognized responsibility that are rated Best A—:VIII or better by the latest edition of Best's Key Rating Guide (or a comparable successor rating) and legally authorized to sell such insurance within the State;

(2) As to property insurance required hereunder, such insurance will name WETA as the first named insured, and will name the City as an insured as its interest may appear. As to commercial general liability, automobile liability, protection and indemnity liability, vessel pollution liability, and umbrella or excess liability insurance, such insurance will name as additional insureds by written endorsement: **"CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES."**

(3) As to all insurance required hereunder, such insurance will provide that no cancellation, material modification or termination of such insurance will be effective until at least thirty (30) days after mailing or otherwise sending written notice of such cancellation, modification or termination to City;

(4) As to commercial general liability, automobile liability insurance, protection and indemnity liability, and vessel pollution liability, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

(5) As to commercial general liability, automobile, worker's compensation, protection and indemnity liability, vessel pollution, and property insurance required hereunder, such insurance will provide for waivers of any right of subrogation that the insurer of such party may acquire against each Party hereto with respect to any losses of the type covered under the policies required;

(6) All insurance will be subject to the approval of City, which approval will be limited to whether or not such insurance meets the terms of this Agreement;

(7) If any of the policies of liability required hereunder is provided under a claims-made form of policy, WETA will maintain such coverage continuously throughout the Term, and following the expiration or earlier termination of the Term, WETA will maintain, or require to be maintained, such coverage without lapse for a period of five (5) years beyond the expiration or earlier termination of this Agreement, or, in the case of construction, for five (5) years after issuance of a Certificate of Occupancy for the applicable Improvements; and

(iii) Certificates of Insurance; Right of City to Maintain Insurance. WETA will furnish City certificates with respect to the policies required and additional insured endorsements in form satisfactory to City, (i) on or prior to the Effective Date (to the extent such policy is required to be carried as of the Effective Date), (ii) for such policies required to be carried after the Effective Date, on or prior to the date such policies are required, and (iii) with respect to renewal policies, within thirty (30) days after the policy renewal date of each such policy. Within thirty (30) days after City's request, WETA also will provide City with copies of each such policy, or will otherwise make such policy available to City for its review. If at any time WETA fails to maintain the insurance required, or fails to deliver certificates and/or endorsements as required pursuant to this section then, upon ten (10) days' written notice to WETA, City may obtain and cause to be maintained in effect such insurance by taking out policies with companies satisfactory to City. Within ten (10) days following demand, WETA will reimburse City for all amounts so paid by City, together with all costs and expenses in connection therewith and interest thereon at the Default Rate.

(iv) Insurance by Others. To the extent WETA requires liability insurance policies to be maintained by contractors, subcontractors or others in connection with their use or occupancy of, or their activities in, on, under, or about the License Area, WETA will require that such policies be endorsed to include the **CITY OF ALAMEDA ITS COUNCIL MEMBERS, BOARD AND COMMISSION MEMBERS, COMMITTEE MEMBERS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES** as additional insureds. Notwithstanding the foregoing, WETA will require all agents, contractors and sub-contractors performing work in, on, under, or about the License Area to carry the following coverages: (i) commercial general liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million

Dollars (\$2,000,000) annual general aggregate, (ii) workers' compensation in amounts required by law, (iii) employer's liability coverage in an amount not less than One Million Dollars (\$1,000,000) per accident, per employee and policy limit for injury by disease, covering all employees employed at the License Area, (iv) automobile insurance in an amount not less than \$1,000,000 combined single limit covering use of owned, non-owned or hired vehicles utilized in the performance of work in, on, under, or about the License Area, and (v) contractors' pollution legal liability (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 annual general aggregate.

10. Hazardous/Toxic Materials. WETA shall use the License Area in compliance with all federal, state or local environmental, health and/or safety-related laws, regulations, standards, permits currently existing or as amended or adopted in the future from time to time which are or become applicable to WETA or the License Area, including, without limitation, all environmental laws, and the speed restrictions set forth in Mitigation Measure 4.E-4a (Marine Craft Access Corridor) of the Seaplane Lagoon Ferry Terminal Addendum Mitigation Monitoring and Reporting Program, attached to and incorporated into the Operating Agreement ("**Environmental Laws**"). WETA shall not cause or permit or allow any of its agents, contractors, employees, or Third Party Operators to cause or permit, any hazardous or toxic materials to be stored, generated, treated or disposed of on or about the License Area. As used herein, hazardous and toxic materials means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its detrimental properties or effects.

11. Indemnification. The Parties' indemnity obligations to each other are as set forth in Section 12 of the Operating Agreement.

12. Termination. City may terminate this Agreement upon failure by WETA to perform any material obligation hereunder or to otherwise comply with the terms and conditions imposed herein, or to timely perform any material obligation under the Operating Agreement (each, a "**Default**"). Upon a Default by WETA, City shall provide written notice to WETA demanding that the Default be cured within ninety (90) days of receipt of the default notice. If WETA fails to timely cure its Default, or provide a reasonably acceptable plan, as determined by City in its sole and absolute discretion, City may immediately terminate this Agreement and the Operating Agreement and may also exercise all other rights and remedies available at law and equity. This Agreement shall automatically terminate if WETA terminates the Operating Agreement pursuant to Section 15 therein.

13. Notices. All notices required hereunder shall be given in the same manner described in Section 19 of the Operating Agreement.

14. Dispute Resolution. Disputes under this Agreement shall be resolved pursuant to the dispute resolution process set out in Section 20 of the Operating Agreement.

15. Authority to Enter Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective party to perform the conditions contemplated herein.

16. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

17. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.

18. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

19. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Alameda County, State of California.

20. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver.

21. Entire Agreement. This Agreement, as supplemented by the Operating Agreement, contains the entire agreement of the City and WETA relative to the subject matter herein and supersedes any prior or written statements or agreements between City and WETA. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.

22. Assignments and Subletting. WETA shall not transfer, assign or sublet, voluntarily, involuntarily, directly or indirectly (collectively, “**Transfer**”), WETA's interest under this Agreement. This Agreement is personal to WETA and shall not be Transferred by WETA without prior written consent by City, and any attempt to Transfer this Agreement by WETA without City's consent shall be void. City may Transfer this Agreement to a successor owner. Notwithstanding the foregoing, each and every term and condition of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of both parties.

23. Invalidity. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.

24. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

25. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.

26. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.

27. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate and convenient as related thereto.

28. Exhibits. The Exhibits of this Agreement are incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first hereinabove set forth.

**WATER EMERGENCY
TRANSPORTATION AUTHORITY**

CITY OF ALAMEDA

By: _____
Nina Rannells, Executive Director

By: _____
Eric J. Levitt, City Manager

Date: _____

Date: _____

Approved as to form:

Recommended for approval:

Attorney for WETA

By: _____
Debbie Potter, Community Development
Director

Approved as to form:
City Attorney:

By _____
Lisa Nelson Maxwell, Assistant City Attorney

Address for Notices:

Attention: Nina Rannells
San Francisco Bay Area Water Emergency
Transportation Authority
Pier 9, Suite 111
San Francisco, CA 94111
Email: rannells@watertransit.org

Address for Notices:

Attention: Debbie Potter
City of Alameda
950 West Mall Square
Alameda, CA 94501
Email: dpotter@alamedaca.gov

Additional copy to:

Attention: City Attorney
City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Email: yshen@alamedacityattorney.org
and lmaxwell@alamedacityattorney.org

Exhibit A
Legal Description of Waterside Area

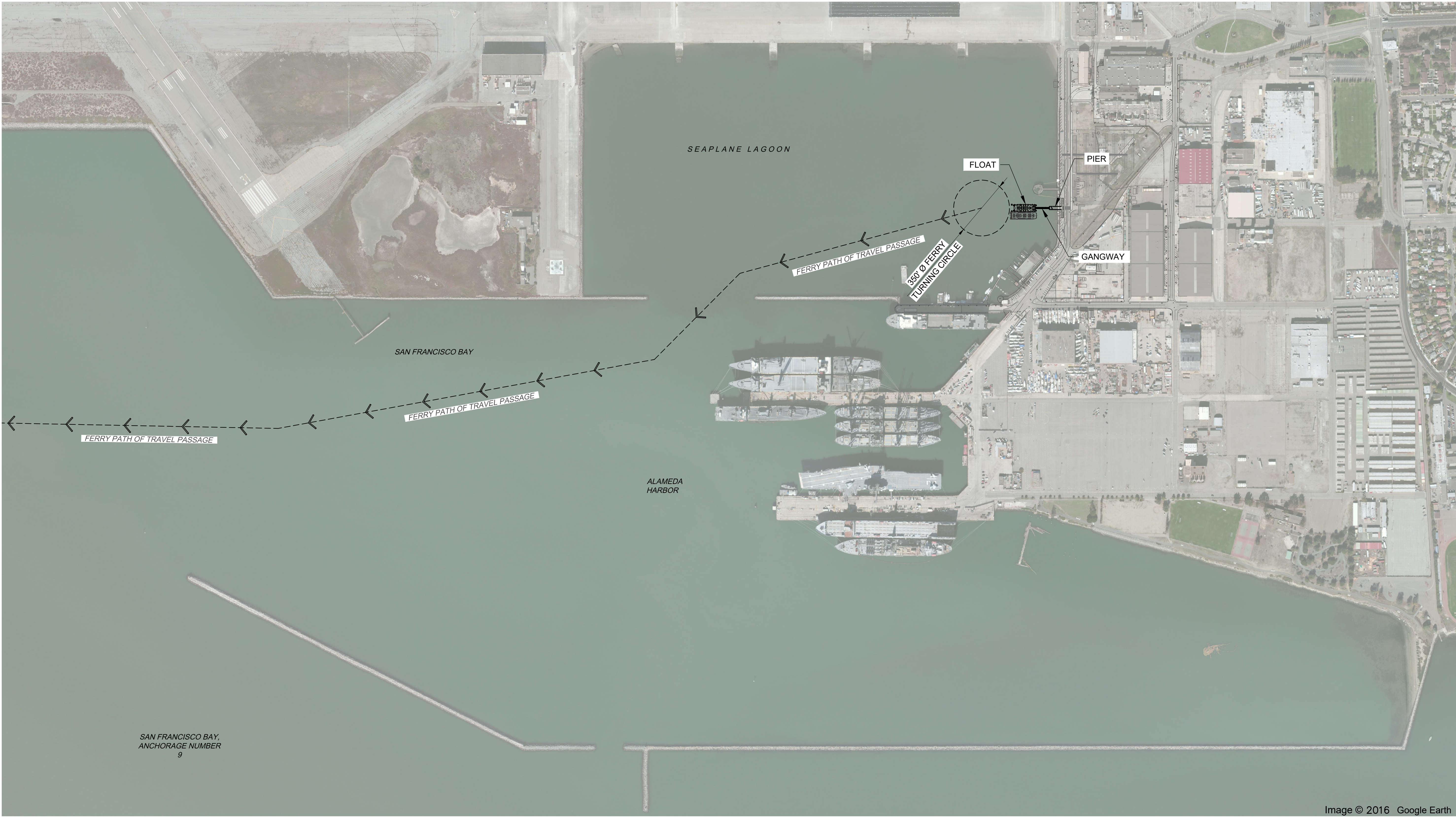
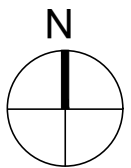


Image © 2016 Google Earth

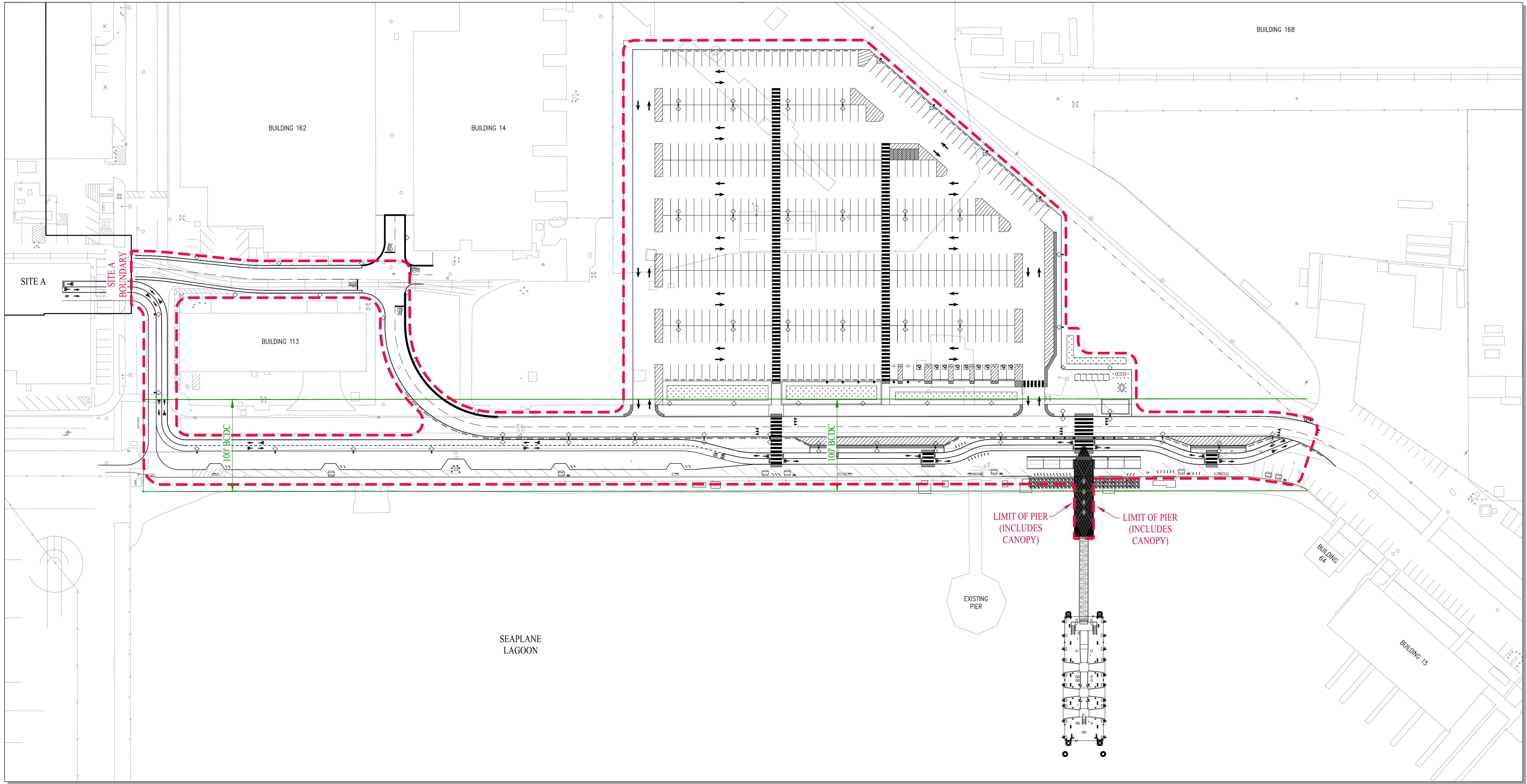
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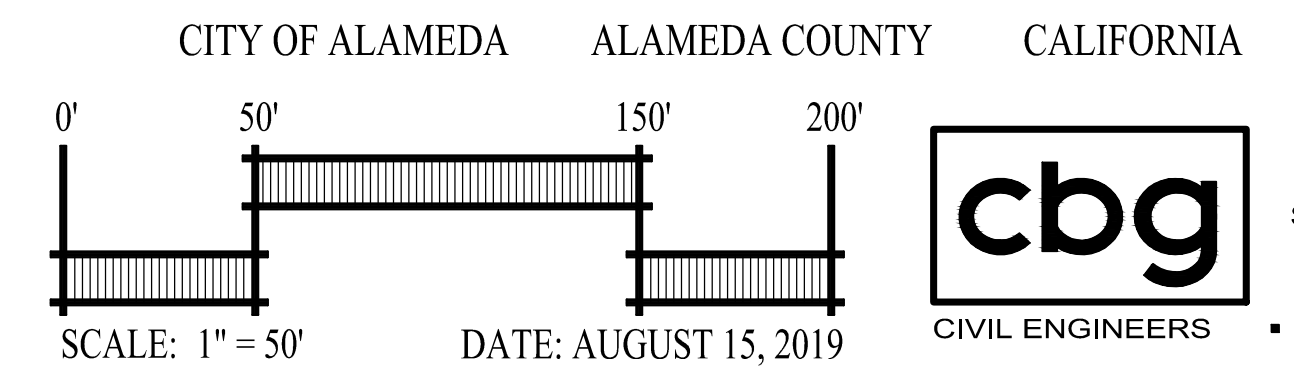
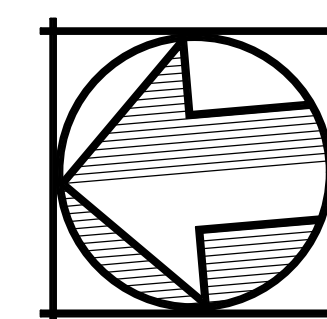
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	<div>Developer</div> <div>ALAMEDA POINT PARTNERS</div> <div>Stephanie Hill</div>	<div>Marine/Structural Engineer</div> <div>COWI NORTH AMERICA INC</div> <div>Tel: 510.267.7164 Email: jmc@cowi.com</div>	<div>Electrical Engineer</div> <div>THE ENGINEERING ENTERPRISE</div> <div>Tel: 510.263.1522 Email: paul@engentf.com</div>	<div>Lighting Design</div> <div>HORTON LEES BROGDEN</div> <div>Tel: 415.348.8273 Email:AMoore@hnbllighting.com</div>	03/07/2019	<div>SEAPLANE LAGOON FERRY TERMINAL</div> <div>0 Ferry Point Road, Alameda CA 94501</div>	<div>Issue</div> <div></div>	<div>Date</div> <div></div>	<div>Phase</div> <div>SKETCH</div>	<div>Sheet No.</div>
							<div></div>	<div></div>	<div>Date</div> <div>08/19/2019</div>	
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Exhibit B
Legal Description of Landside Area



LEGEND

--- DEMARCATION OF LANDSIDE EASEMENT



SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS SURVEYORS PLANNERS

Exhibit C
Transfer Agreement Amendment Period Milestone Schedule (Tentative)

Tasks	Due Date
Renegotiation Period: The parties will:	Projected Date
Kickoff Meeting and development of detailed schedule to complete amendment of Transfer Agreement.	February 2020
Update both WETA Executive Director and City Manager on draft terms of amendment to the Transfer Agreement.	May 2020
Governing boards approve amendment to Transfer Agreement, which includes a schedule for transfer of landside improvements and other operational issues.	September 2020

Exhibit D
Bill of Sale

BILL OF SALE FOR SEAPLANE LAGOON FERRY TERMINAL
WATERSIDE ASSETS AT ALAMEDA POINT

This Bill of Sale ("**Bill of Sale**") is made this ____ day of _____, 20__, by Alameda Point Partners, LLC, a Delaware limited liability company ("**APP**"), to and for the benefit of the Water Emergency Transportation Authority ("**WETA**").

RECITALS

WHEREAS, the City of Alameda ("**City**"), in its capacity as the owner of Site A at Alameda Point, and APP, in its capacity as the developer of Site A at Alameda Point, entered into that certain Disposition and Development Agreement, dated August 6, 2015 ("**DDA**"), pursuant to which, among other things, APP, agreed to fund the \$10,000,000 Ferry Terminal Payment.

WHEREAS, City and APP have entered into that certain (a) Funding, Construction and Dedication Agreement, dated July 25, 2019 (the "**Ferry Terminal FCD Agreement**"), and (b) the Public Improvement Agreement, dated July 25, 2019 (the "**Ferry Terminal PIA**") regarding, among other things, the parties' rights and obligations with respect to the funding, construction and dedication of the Seaplane Lagoon Ferry Terminal ("**Seaplane Terminal**").

WHEREAS, the Ferry Terminal FCD Agreement requires APP to transfer the Waterside Assets (defined below) and assign the Waterside Asset Warranties and Guaranties (defined below) to WETA upon the completion of the Seaplane Terminal pursuant to the Ferry Terminal FCD Agreement and the Ferry Terminal PIA.

WHEREAS, in furtherance of the construction and operation of Seaplane Terminal, City and WETA entered into that certain Construction Funding Agreement dated June 11, 2019 and that certain Seaplane Lagoon Ferry Terminal Operating Agreement dated ____, 2020. In addition, City and WETA entered into a License Agreement dated ____, 2020, for purposes of licensing the submerged land under Seaplane Terminal and the areas providing access to and from Seaplane Terminal over other submerged land and certain access rights to and from the landside improvements and over the parking area. The Construction Funding Agreement, the Seaplane Lagoon Ferry Terminal Operating Agreement and the License Agreement are collectively referred to herein as the "**City/WETA Documents**".

WHEREAS, pursuant to the CITY/WETA Documents, following completion of construction of Seaplane Terminal, City is to own and operate the landside Seaplane Terminal assets and WETA is to own and operate the Waterside Assets.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, APP and WETA agree as follows:

1. Transfer and Acceptance. Effective on the date that the parties confirm the satisfaction of the APP Conditions Precedent (defined below) and the WETA Conditions Precedent in writing, APP does hereby give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to WETA each of the following:

a. All of APP's right, title and interest in and to the improvements described in Attachment A, attached hereto and incorporated herein (the "**Waterside Assets**"); and

b. To the extent related to the Waterside Assets, all of the contractor/supplier warranties and guaranties related to the Waterside Assets, including those set forth in Attachment B, attached hereto and incorporated herein (the "**Waterside Asset Warranties and Guaranties**").

The parties hereby agree that the transfer of the Waterside Asset Warranties and Guaranties is a non-exclusive transfer such that each party shall have the right to enforce the Waterside Asset Warranties and Guaranties.

Effective on the date that the parties confirm the satisfaction of the APP Conditions Precedent (defined below) and the WETA Conditions Precedent in writing, WETA hereby accepts the foregoing transfer of the Waterside Assets and the Waterside Asset Warranties and Guaranties.

2. APP Conditions Precedent. APP's transfer of the Waterside Assets and Waterside Asset Warranties and Guaranties to WETA is expressly conditioned on the satisfaction of the following conditions precedent (the "**APP Conditions Precedent**"):

a. City and APP shall have received sufficient third party funds to complete the design and construction of the Seaplane Terminal as required by the Ferry Terminal FCD Agreement and City shall have fully performed its obligations under the Ferry Terminal FCD Agreement; and

b. APP and WETA shall have completed the walk-through inspection of the Waterside Assets and WETA shall have agreed in writing that APP has completed any punchlist items identified in such walk-through.

3. WETA Conditions Precedent. WETA's acceptance of the Waterside Assets and the Waterside Asset Warranties and Guaranties is expressly conditioned on the satisfaction of the following conditions precedent (the "**WETA Conditions Precedent**"):

a. APP and WETA shall have completed the walk-through inspection of the Waterside Assets and WETA shall have agreed in writing that APP has completed any punchlist items identified in such walk-through; and

b. APP shall have provided WETA with an “as-built” copy of the construction drawings for the Waterside Assets.

4. APP’s Representation; Waiver of Implied Warranties.

a. APP hereby represents that the Waterside Assets are free and clear of all encumbrances.

b. WETA hereby acknowledges and agrees that no other representations or warranties (express or implied) are made by APP, and any implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed.

5. Further Assurances. If requested by WETA, or WETA's successors and assigns, APP agrees to do, execute, acknowledge, and deliver, or cause to be done, executed, and delivered to WETA, or WETA's successors or assigns, further reasonable acts, transfers, assignments, deeds, powers and assurances of title, and additional papers and instruments reasonably necessary to effectively carry out the intent of this Bill of Sale.

6. Effective Date. This Bill of Sale shall be effective on the date first above written.

7. Amendments. Except as otherwise provided herein, this Bill of Sale may be amended or modified only by a written instrument executed by City and WETA.

8. Governing Law. This Bill of Sale will be governed by and construed in accordance with the laws of the State of California.

9. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which will be deemed an original, and all of which counterparts together will constitute one agreement.

10. Time of the Essence. Time is of the essence of this Bill of Sale.

11. Construction. This Bill of Sale has been negotiated by the parties who have had the opportunity to consult their respective counsel. This Bill of Sale shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties. The term “including” or “includes” or any other similar term or phrase of inclusion shall be deemed to be followed in each instance by the words “but not limited to,” so as to designate an example or examples of the described class and not to designate all members of that class (it being the intention of the parties that each hereby waives the benefits of Section 3534 of the California Civil Code).

12. Entire Agreement. This Bill of Sale, as supplemented by the documents referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by its duly authorized representative on the date first above written.

**WATER EMERGENCY
TRANSPORTATION AUTHORITY**

By: _____
Nina Rannells, Executive Director

Approved as to form:

Attorney for WETA

[Signatures continued on next page]

ALAMEDA POINT PARTNERS, LLC,
a Delaware limited liability company

By: Alameda Point Investments, LLC,
a California limited liability company,
its managing member

By: NCCH 100 Alameda, L.P.,
a Delaware limited partnership,
its managing member

By: Maple Multi-Family Development, L.L.C.,
a Texas limited liability company,
its General Partner

By: _____

Name: _____

Title: _____

Exhibit E
Seaplane Lagoon Ferry Terminal Addendum Mitigation Monitoring and Reporting
Program

Attachment A

Project-Specific Mitigation Monitoring and Reporting Program for Seaplane Lagoon Ferry Terminal

The following table is a Mitigation Monitoring and Reporting Program (MMRP) for the Seaplane Lagoon Ferry Terminal, which was excerpted from the adopted MMRP for the Alameda Point Project (APP) and was prepared to assist in implementing the project. The Alameda Point MMRP was adopted at the time the City certified the *Alameda Point Project Environmental Impact Report*¹ (APP EIR) on February 4, 2014 in accordance with the California Environmental Quality Act (CEQA); therefore, all of the mitigation measures listed in Project-Specific MMRP have been previously adopted by the City and are part of the project. The City has prepared an Addendum to evaluate the potential adverse environmental effects that could result from the proposed project, and has determined that all of the project's adverse impacts were previously analyzed in the Alameda Point EIR. The City has determined that the project would not result in any new or substantially more severe significant impacts that were not already addressed in that EIR. However, as documented in the Addendum, several of the mitigation measures adopted as conditions of approval for the APP would apply to the proposed Seaplane Lagoon Ferry Terminal.

The Seaplane Lagoon Ferry Terminal MMRP contains all of the previously adopted APP mitigation measures that are applicable to the proposed project, and serves as a stand-alone MMRP for the Seaplane Lagoon Ferry Terminal. Implementation of the mitigation measures in this MMRP, which are also listed in the preceding Addendum, will be required to avoid or substantially reduce the severity of the applicable impacts identified in the APP EIR.

The Seaplane Lagoon Ferry Terminal MMRP identifies the monitoring and reporting requirements for each mitigation measure; the timing of mitigation implementation; and the agency or agencies with responsibility for monitoring and verifying the implementation of the mitigation measure. All entities involved in development and operation of the Seaplane Lagoon Ferry Terminal will need to implement all required mitigation measures during project construction or project implementation, as applicable. Confirmation of mitigation implementation will be determined in accordance with the Seaplane Lagoon Ferry Terminal MMRP.

¹ City of Alameda, *Alameda Point Project Environmental Impact Report*, SCH No. 2013012043, certified February 4, 2014.

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MITIGATION MEASURES APPLICABLE TO PROPOSED SEAPLANE LAGOON FERRY TERMINAL

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
C. Transportation and Circulation					
Mitigation Measure 4.C-1 (Construction Management Plan): The City shall require that project applicant(s) and construction contractor(s) develop a Construction Management Plan for review and approval by the Public Works Department prior to issuance of any permits. The Plan shall include at least the following items and requirements to reduce traffic congestion during construction: 1. A set of comprehensive traffic control measures shall be developed, including scheduling of major truck trips and deliveries to avoid peak traffic hours, detour signs if required, lane closure procedures, signs, cones for drivers, and designated construction access routes. 2. The Construction Management Plan shall identify haul routes for movement of construction vehicles that would minimize impacts on motor vehicle, bicycle, and pedestrian traffic, circulation, and safety, and specifically to minimize impacts, to the greatest extent possible, to streets in and around the Alameda Point project site. The haul routes shall be approved by the City. 3. The Construction Management Plan shall provide for notification procedures for adjacent property owners and public safety personnel regarding when major deliveries, detours, and lane closures would occur. 4. The Construction Management Plan shall provide for monitoring surface streets used for haul routes so that any damage and debris attributable to truck hauling can be identified and corrected by the project applicant.	Project applicant and its contractor(s) obtain approval of Construction Management Plan and implement the plan during construction.	City of Alameda Public Works Department	Public Works Department must review and approve Construction Management Plan	Prior to issuance of building or grading permit(s); inspect during construction	
Mitigation Measure 4.C-2a (TDM Program): Prior to issuance of building permits for each development project at Alameda Point, the City of Alameda shall prepare, and shall require that the sponsor of the development project participate in implementation of, a Transportation Demand Management (TDM) program/plan for Alameda Point aimed at meeting the General Plan peak-hour trip reduction goals of 10 percent for residential development and 30 percent for commercial development.	Project applicant shall implement the Transportation Demand Management (TDM) program/plan prepared by the City of Alameda.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Although it is the City of Alameda's responsibility to implement this measure, all Alameda Point project applicants will be required to participate in the Transportation Demand Management (TDM) program developed by the City.
Mitigation Measure 4.C-2b (Monitoring): Prior to issuance of the first building permits for any development project at Alameda Point, the City of Alameda shall adopt a Transportation Network Monitoring and Improvement Program to: 1) determine the cost of the transportation network improvements identified in this EIR; 2) identify appropriate means and formulas to collect fair share financial contributions from Alameda Point development; 3) monitor conditions at the locations that will be impacted by the redevelopment of Alameda Point; 4) monitor traffic generated by Alameda Point; and 5) establish the appropriate time to implement any necessary secondary physical improvements required in this EIR to minimize or eliminate significant transportation impacts prior to the impacts occurring at affected locations where a secondary impact mitigation is recommended.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2c, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	It is the City of Alameda's responsibility to implement this measure prior to issuance of a building permit for the first development project at Alameda Point. All Alameda Point project applicants will subsequently be required to pay the fair-share financial contribution identified during the implementation of Mitigation Measure 4.C-2b.
Mitigation Measure 4.C-2c (Otis/Fernside): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when and if required to avoid the impact or reduce its severity, shall implement the following improvements: <ul style="list-style-type: none">Remove the right turn island for the westbound approach on Otis Drive, add a dedicated right turn lane with approximately 50 feet of storage length, and move the westbound stop-bar upstream approximately 20 feet to accommodate the right turn lane storage length. Restripe Fernside Boulevard with two receiving lanes.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2c, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to intersection of Fernside Boulevard/ Otis Drive Although it is the City of Alameda's responsibility to implement this measure, all Alameda Point project applicants may be required to pay a fair-share financial contribution for this improvement, which will be

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<ul style="list-style-type: none">Optimize signal timing.	improvements at the appropriate time.				determined during the City's implementation of Mitigation Measure 4.C-2b.
Mitigation Measure 4.C-2d (Jackson/Sixth): The City of Alameda shall implement Mitigation Measures 4.C-2a (TDM Program).	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program	Prior to issuance of building permit(s)	Applies to intersection of Jackson/Sixth Streets See Mitigation Measure 4.C-2a.
Mitigation Measure 4.C-2e (Brush/11th): The City of Alameda shall implement Mitigation Measures 4.C-2a (TDM Program).	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of Brush/11th Streets See Mitigation Measure 4.C-2a.
Mitigation Measure 4.C-2f (23rd/Seventh): The City of Alameda shall implement Mitigation Measures 4.C-2a (TDM Program) and 4.C-2b (Monitoring).	Project applicant shall implement TDM program	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of 23rd Street and Seventh Street See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2g (Main/Pacific Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall implement the following physical improvements: <ul style="list-style-type: none">change the signal timing to a two-phase timing plan (i.e., northbound and southbound move concurrently; then eastbound and westbound move concurrently); and optimize cycle length.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2g, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to intersection of Main Street and Pacific Avenue See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2h (Webster/Arpezzato Parkway Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the p.m. peak hour.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2h, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary	Applies to intersection of Webster Street and Arpezzato Parkway See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2i (Park/Otis Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the a.m. and p.m. and peak hours.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2i, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary	Applies to intersection of Park Street and Otis Drive See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.C-2j (Broadway/Tilden Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the a.m. and p.m. peak hours.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2j, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary	Applies to intersection of Broadway and Tilden Way See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2k (High/Fernside Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall optimize the signal timing during the p.m. peak hour.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of signal optimization, as stated in Mitigation Measure 4.C-2k, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time.	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvement, if necessary	Applies to intersection of High Street and Fernside Boulevard See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2l (Atlantic/Constitution Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall implement the following physical improvements: <ul style="list-style-type: none">• modify the phasing sequence, and• optimize the signal timing.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2l, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to intersection of Atlantic Avenue and Constitution Way See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2m (Stargell Avenue Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall construct a Class I or Class II bicycle facility between Main Street and Webster Street.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2m, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvement at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvement at appropriate time	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to Stargell Avenue See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-2n (Main Street Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall implement the following physical improvements: <ul style="list-style-type: none">• construct a Class II bicycle lane or improve the existing Class I bicycle path on the west side of the street between Appezzato Parkway and Pacific Avenue to current City standards;• provide connectivity to existing Class I bicycle path on the east and	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2n, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to Main Street See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
west sides of the street north of Appezzato Parkway. Appropriate intersection treatments for connectivity may include striping, signage, and/or bicycle boxes at the intersection of Main Street and Appezzato Parkway; and <ul style="list-style-type: none">if Mitigation Measure 4.C-4c (described below) is implemented, provide connectivity to that bicycle facilities on west side of the street north of the Main Street-Pacific Street intersection.	improvements at the appropriate time.				
Mitigation Measure 4.C-2o (Central Avenue Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, shall use its best efforts to implement the following physical improvements: <ul style="list-style-type: none">construct a Class II bicycle lane or improve the existing Class I bicycle path on the west (south) side of the street between the Main Street-Pacific Street intersection and Lincoln Avenue to current City standards;extend a Class I bicycle path to Third Street; andrestripe and sign the street segment between Third Street and Fourth Street to provide Class II bicycle lanes between Lincoln Avenue and Fourth Street.	City of Alameda shall require Project applicant to fund a fair-share of the total cost of the improvements, as stated in Mitigation Measure 4.C-2o, and, if determined necessary after implementation of Mitigation Measures 4.C-2a and 4.C-2b, the City shall be responsible for ensuring implementation of the improvements at the appropriate time.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and improvements at appropriate time	Prior to issuance of building permit(s) for collection of funds for fair-share of total cost and prior to impact occurring for implementation of the improvements, if necessary	Applies to Central Avenue See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5a (Park/Clement): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following physical improvements: <ul style="list-style-type: none">Add northbound left turn pocket along Park Street;Optimize the signal offsets and splits; andComplete the Clement Avenue extension, which would reduce the demand for left turn movements onto Park Street from eastbound traffic on Clement Avenue.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5a) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds. The northbound left-turn pocket along Park Street will be completed by ACTC as part of the I-880/23rd/29th Street project.	Prior to issuance of building permit(s)	Applies to intersection of Park/Clement See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5b (Park/Encinal): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvement: <ul style="list-style-type: none">Optimize offsets and splits.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5b) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Park/Clement See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5c: (Broadway/Otis): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement, the following improvement: <ul style="list-style-type: none">Optimize the signal timing during both peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5c) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Broadway/Otis See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5d: (Tilden/Blanding/Fernside): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvement: <ul style="list-style-type: none">Optimize the offsets and splits.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5d)	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of	Prior to issuance of building permit(s)	Applies to intersection of Tilden/Blanding/Fernside See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
	attributable to the project.		funds.		
Mitigation Measure 4.C-5e (High/Fernside): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: <ul style="list-style-type: none">Adjust the signal cycle phasing during the a.m. and p.m. peak hours such that the southbound left turn from High Street is a permitted rather than protected movement; andOptimize signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5e) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Fernside See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5f (High/Otis): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: <ul style="list-style-type: none">Optimize the signal timing at High and Otis for both peak hours, andInstall traffic calming strategies on Bayview Drive to include improvements, such as: restriping Bayview Drive to create narrower driving lanes to reduce speeding, installing a cross walk and caution sign at the location of the public coastal access easement, and/or construction of sidewalk bulb-outs to improve pedestrian safety at the intersections of Bayview/Court Street and Bayview/Broadway.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5f) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Otis See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5g (Island Drive/Otis Drive and Doolittle Drive): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvement: <ul style="list-style-type: none">Optimize signal timing during both peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5g) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Island Drive/Otis Drive and Doolittle Drive See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5h (Fernside Boulevard and Otis Drive): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and implement Mitigation Measure 4.C-2c (Otis/Fernside), and fund a fair share contribution to add a westbound right-turn overlap phase from Fernside Boulevard.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a, 4.C-2b, and 4.C-2c, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5h) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, Mitigation Measure 4.C-2c (if necessary), and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Fernside Boulevard/Otis Drive See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5i (Park/Blanding). The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: <ul style="list-style-type: none">Change east-west signal phasing to protected phasing; andOptimize signal timing during both peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5i) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to intersection of Park/Blanding See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5j (Challenger/Atlantic): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, a fairshare to contribution optimize signal timing during the p.m. peak hour.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5j)	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of	Prior to issuance of building permit(s)	Applies to intersection of Challenger/Atlantic See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
	attributable to the project.		funds		
Mitigation Measure 4.C-5k (Park/Lincoln): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, the City shall fund a fairshare to optimize signal timing during the p.m. peak hour.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5k) attributable to the project,	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to intersection of Park/Lincoln See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5l (Jackson/Sixth): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program	Prior to issuance of building permit(s)	Applies to intersection of Jackson/Sixth See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5m (Webster/Eighth): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program	Prior to issuance of building permit(s)	Applies to intersection of Webster/Eighth See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5n (Broadway/Fifth): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of Broadway/Fifth See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5o (Brush/12th): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of Brush/12th See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5p (High/Oakport): The City of Alameda shall implement TDM and Monitoring (Mitigation Measure 4.C-2a and 4.C-2b) and work with the City of Oakland to optimize the signal timing to allow for more green time for northbound traffic.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5p) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Oakport See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5q (High/Coliseum): The City of Alameda shall implement TDM and Monitoring (Mitigation Measure 4.C-2a and 4.C-2b) and work with the City of Oakland to optimize the signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5q) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Coliseum See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5r (29th/Ford): The City of Alameda shall implement TDM (Mitigation Measure 4.C-2a).	Project applicant shall implement TDM program.	City of Alameda Community Development Department	City of Alameda Community Development Department shall require implementation of TDM program.	Prior to issuance of building permit(s)	Applies to intersection of 29th/Ford See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5s (23rd Ave./Seventh St.): The City of Alameda shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and work with the City of Oakland to modify the northbound to provide a separate left – turn lane and a shared through-right-turn lane, and optimize the signal.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5s)	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of	Prior to issuance of building permit(s)	Applies to intersection of 23rd Ave./Seventh St. See Mitigation Measures 4.C-2a and 4.C-2b.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
	attributable to the project.		funds		
Mitigation Measure 4.C-5t (Main/Pacific Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fairshare contribution to change signal timing to two-phase timing plan (i.e., northbound and southbound move concurrently; then eastbound and westbound move concurrently) and optimize cycle length.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5t) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Main/Pacific See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5u (Webster/Apezzato Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to optimize signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvement (as stated in Mitigation Measure 4.C-5u) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of Webster/Apezzato See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5v (High/Fernside Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and Mitigation Measure 4.C-5e (optimize signal timing during the p.m. peak hour).	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a, 4.C-2b, and 4.C-5e.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to intersection of High/Fernside See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5w (Apezzato/Constitution Pedestrian): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: <ul style="list-style-type: none">• Modify phasing sequence; and• Optimize the signal timing.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5w) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to intersection of Apezzato/Constitution See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5x (Park Street Transit): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: <ul style="list-style-type: none">• Provide transit signal priority at intersections along this corridor; and• Optimize splits at the Park Street and Blanding Avenue intersection during a.m. and p.m. peak hours.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5x) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds.	Prior to issuance of building permit(s)	Applies to Park Street See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5y (Apezzato Parkway Transit): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the following improvements: <ul style="list-style-type: none">• Install transit signal priority at intersections along this corridor;<ul style="list-style-type: none">• Optimize cycle length at the Apezzato Parkway and Webster Street intersection during a.m. and p.m. peak hours and provide signal priority; and• Establish exclusive transit lanes or queue jump lanes from Alameda Point to Webster Street.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5y) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to Apezzato Parkway See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5z (Stargell Avenue Transit): The City shall implement	City of Alameda shall require Project	City of Alameda	City of Alameda Community	Prior to issuance of building	Applies to Stargell Avenue

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, implement the following improvements: <ul style="list-style-type: none">Provide westbound queue jump lanes on Willie Stargell Avenue at Main Street or construct exclusive transit lanes on Willie Stargell Avenue;Install transit signal priority at intersections along this corridor; andOptimize cycle length at the Main Street and Willie Stargell Avenue intersection during a.m. and p.m. peak hours.	applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5z) attributable to the project.	Community Development Department	Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	permit(s)	See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-5zi (Stargell Avenue Bike): The City shall implement Mitigation Measure 4.C-2m (Stargell Avenue bike path).	See Mitigation Measure 4.C-2m, above.				
Mitigation Measure 4.C-5zii: The City shall implement Mitigation Measure 4.C-2n (Main Street bicycle improvements).	See Mitigation Measure 4.C-2n, above.				
Mitigation Measure 4.C-5ziii (Central Avenue Bike): The City shall implement Mitigation Measure 4.C-2o (Central Avenue bicycle improvements).	See Mitigation Measure 4.C-2o, above.				
Mitigation Measure 4.C-5ziv (Oak Street Bike): The City shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and, when required to avoid the impact or reduce its severity, fund a fair share contribution to implement the completion of a bicycle boulevard with appropriate signage and striping along Oak Street from Blanding Avenue to Encinal Avenue to advise motorists and bicyclists to share the street.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and fund a fair-share of the portion of the cost of the improvements (as stated in Mitigation Measure 4.C-5ziv) attributable to the project.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and collection of fair-share of funds	Prior to issuance of building permit(s)	Applies to Oak Street See Mitigation Measures 4.C-2a and 4.C-2b.
Mitigation Measure 4.C-9 (Chinatown Pedestrians): The City of Alameda shall implement TDM and Monitoring (Mitigation Measures 4.C-2a and 4.C-2b) and shall continue to work with the City of Oakland, the ACTC, and Caltrans, to evaluate and implement measures to reduce or divert the volume of traffic that travels through Oakland Chinatown to and from Alameda Point and other City of Alameda destinations.	City of Alameda shall require Project applicant to implement Mitigation Measures 4.C-2a and 4.C-2b, and coordinate with the City of Oakland, the ACTC, and Caltrans to evaluate and then implement measures that reduce/divert volume of traffic that travels through Oakland Chinatown to and from Alameda Point and other City of Alameda destinations.	City of Alameda Community Development Department	City of Alameda Community Development Department shall monitor to ensure implementation of TDM Program, Monitoring, and continue coordination with the City of Oakland, the ACTC, and Caltrans.	Prior to issuance of building permit(s)	See Mitigation Measures 4.C-2a and 4.C-2b.
D. Cultural and Paleontological Resources					
Mitigation Measure 4.D-1a (Historic Preservation Ordinance): The City shall implement the requirements of the Historic Preservation Ordinance, which requires a certificate of approval by the HAB for modifications to contributors and resources within the Historic District. As part of the certificate of approval process, project sponsors shall provide: 1) An analysis of the proposal’s conformity with the <i>Guide to Preserving the Character of the Naval Air Station Alameda Historic District</i> as adopted and amended by the City Council; 2) An analysis of the proposal’s conformity with general management and design guidelines contained within the NAS Alameda Cultural Landscape Report (JRP, 2012), including application of the <i>Secretary of the Interior’s Standards for the Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes</i> . These include special treatments organized by functional area for such topics as spatial organization, topography, vegetation, views and vistas, circulation, as well as structures, furnishings and objects; and 3) An analysis of impacts to the integrity of the Historic District, as a whole, and an analysis of alternatives to avoid potential impacts on the Historic District as a whole, and on an individual resource	Project applicant shall conduct analyses listed to comply with the Historic Preservation Ordinance.	City of Alameda Community Development Department	City of Alameda’s Historical Advisory Board (HAB) shall verify completion of analyses.	During the certificate of approval process	Water-Connected Projects: In addition to all projects located in the Historic District, this mitigation measure also applies to projects located adjacent to Seaplane Lagoon.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>Mitigation Measure 4.D-2 (Archaeological Resources): If cultural resources are encountered, all activity within 100 feet of the find shall halt until it can be evaluated by a qualified archaeologist and a Native American representative. Prehistoric archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil (“midden”) containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. If the archaeologist and Native American representative determine that the resources may be significant, they shall notify the City of Alameda and shall develop an appropriate treatment plan for the resources. The archaeologist shall consult with Native American monitors or other appropriate Native American representatives in determining appropriate treatment for unearthed cultural resources if the resources are prehistoric or Native American in nature.</p> <p>In considering any suggested measures proposed by the archaeologist and Native American representative in order to mitigate impacts to cultural resources, the project applicant shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project area while mitigation for cultural resources is being carried out.</p> <p>Pursuant to CEQA Guidelines Section 15126(b), <i>Mitigation Measures Related to Impacts on Historical Resources</i>, the City of Alameda will, whenever feasible, seek to avoid damaging effects on any historical resource of an archaeological nature. The following factors shall be considered for a project involving an archaeological site:</p> <p>A. Preservation in place is the preferred manner of mitigating impacts to archaeological sites. Preservation in place maintains the relationship between artifacts and the archaeological context. Preservation may also avoid conflict with religious or cultural values of groups associated with the site.</p> <p>B. Preservation in place may be accomplished by, but is not limited to, the following:</p> <ol style="list-style-type: none">1. Planning construction to avoid archaeological sites;2. Incorporation of sites within parks, greenspace, or other open space;3. Covering the archaeological sites with a layer of chemically stable soil before building tennis courts, parking lots, or similar facilities on the site.4. Deeding the site into a permanent conservation easement. <p>C. When data recovery through excavation is the only feasible mitigation, a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the historical resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Archeological sites known to contain human remains shall be treated in accordance with the provisions of Section 7050.5 Health and Safety Code. If an artifact must be removed during project excavation or testing, curation may be an appropriate mitigation.</p> <p>D. Data recovery shall not be required for an historical resource if the lead agency determines that testing or studies already completed have adequately recovered the scientifically consequential information from and about the archaeological or historical resource, provided that the determination is documented in the EIR and</p>	<p>Project applicant and its contractor(s) shall halt work and notify archaeologist and Native American representative if materials are discovered.</p> <p>Archaeologist and Native American representative shall conduct independent review and prepare treatment plan, if necessary.</p> <p>Project applicant or its contractor(s) shall implement treatment plan and mitigate impacts pursuant to CEQA Guidelines.</p>	City of Alameda Community Development Department	If resources are encountered, verify work is suspended and review and approve the treatment and monitoring plan if archaeological materials are discovered	If resources encountered, review of treatment and monitoring plan prior to continuation of construction	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
that the studies are deposited with the California Historical Resources Regional Information Center.					
Mitigation Measure 4.D-3 (Paleontological Resources): If paleontological resources, such as fossilized bone, teeth, shell, tracks, trails, casts, molds, or impressions are discovered during ground-disturbing construction activities, all such activities within 100 feet of the find shall be halted until a qualified paleontologist can assess the significance of the find and, if necessary, develop appropriate salvage measures in consultation with the City of Alameda and in conformance with Society of Vertebrate Paleontology Guidelines (SVP, 1995; SVP, 1996).	Project applicant and its contractor(s) shall halt construction within 100 feet of paleontological resources Project applicant shall retain a paleontologist to assess significance of resources and develop salvage measures, if necessary Project applicant shall incorporate measures upon continuation of construction	City of Alameda Community Development Department	Consult paleontologist in development of appropriate salvage measures for any paleontological resources found	If resources encountered, review of treatment and monitoring plan prior to continuation of construction	
Mitigation Measure 4.D-4 (Human Remains): In the event of discovery or recognition of any human remains during construction activities, such activities within 100 feet of the find shall cease. The Alameda County Coroner shall be contacted immediately. If the remains are determined to be Native American, and no investigation of the cause of death is required, the Native American Heritage Commission (NAHC) will be contacted within 24 hours. The NAHC will identify and contact the person or persons it believes to be the “most likely descendant (MLD)” of the deceased Native American, who in turn would make recommendations for the appropriate means of treating the human remains and any grave goods.	Project applicant and its contractor(s) shall halt work and notify coroner and City of Alameda Community Development Department if remains are discovered NAHC shall assign most likely descendant Project applicant and its contractor(s) shall hire archaeologist and cease work if site is a Native American Cemetery	City of Alameda Community Development Department; NAHC; County Coroner	Contact City, NAHC, or County Coroner if human remains are encountered	Ongoing	
Mitigation Measure 4.D-5: Implement Mitigation Measure 4.D-1.	See Mitigation Measure 4.D-1.				
Mitigation Measure 4.D-6: Implement Mitigation Measures 4.D-2, -3, and -4.	See Mitigation Measures 4.D-2, 4.D-3, and 4.D-4.				
E. Biological Resources					
Mitigation Measure 4.E-1a (Sound Attenuation Monitoring Plan): Prior to the start of marina or ferry terminal construction, the City shall require a NMFS-approved sound attenuation monitoring plan to protect fish and marine mammals, if pile driving is planned for the Seaplane Lagoon. This plan shall provide detail on the sound attenuation system, detail methods used to monitor and verify sound levels during pile driving activities, and describe management practices to be taken to reduce impact hammer pile-driving sound in the marine environment to an intensity level of less than 183 dB. The sound monitoring results shall be made available to the NMFS. The plan shall incorporate, but not be limited, to the following best management practices (BMPs): <ul style="list-style-type: none">To the extent feasible, all pilings shall be installed and removed with vibratory pile drivers only. Vibratory pile driving will be conducted following the Corps’ “Proposed Procedures for Permitting Projects that will Not Adversely Affect Selected Listed Species in California”. USFWS and NOAA completed Section 7 consultation on this document, which establishes general procedures for minimizing impacts to natural resources associated with projects in or adjacent to jurisdictional waters.An impact pile driver may only be used where necessary to complete installation of larger steel pilings in accordance with seismic safety or other engineering criteria<ul style="list-style-type: none">The hammer shall be cushioned using a 12-inch thick wood cushion	Project applicant shall create a NMFS-approved sound attenuation monitoring plan. Project applicant shall implement plan and record monitoring results.	City of Alameda Community Development Department	Verify completion of plan and monitor throughout construction. Ensure that monitoring results get submitted to NMFS.	Prior to start of marina or ferry terminal construction	*Although this mitigation measure applies primarily to marina or ferry terminal projects, it would also apply to any project that entails pile driving within Seaplane Lagoon.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<p>block during all impact hammer pile driving operations</p> <ul style="list-style-type: none">All piling installation using impact hammers shall be conducted between June 1 and November 30, when the likelihood of sensitive fish species being present in the work area is minimalIf pile installation using impact hammers must occur at times other than the approved work window, the project applicant shall obtain incidental take authorization from NMFS and CDFW, as necessary, to address potential impacts on steelhead trout, chinook salmon, and Pacific herring and implement all requested actions to avoid impactsThe project applicant shall monitor and verify sound levels during pile driving activities. The sound monitoring results will be made available to NMFS and the CityIn the event that exceedance of noise thresholds established and approved by NMFS occurs, a contingency plan involving the use of bubble curtains or air barrier shall be implemented to attenuate sound levels to below thresholds					
Mitigation Measure 4.E-1b (NMFS and CDFW Consultation): During the project permitting phase, the City will ensure that any projects requiring in-water work include consultation with NMFS to determine if the work can be covered under one of the programmatic consultations for federally listed species described above or if a project-level BO would be required and whether an Incidental Harassment Authorization (IHA) for marine mammals would be needed for dredging or pile driving activities. The project applicant shall also consult with CDFW regarding State special-status fish and the potential need for an incidental take permit (ITP). The project applicant shall submit to the City copies of any IHA and/or ITP received or, alternatively, copies of correspondence confirming that an IHA and/or ITP is not required for the project in question.	<p>Project applicant shall consult with NMFS if project requires in-water work.</p> <p>Project applicant shall consult with CDFW regarding potential need for an ITP. Project applicant shall submit copies of any IHA and/or ITP to the City or confirm that they are not required.</p>	City of Alameda Community Development Department; NMFS; CDFW	Confirm consultation with NMFS and CDFW.	During the project permitting phase, prior to construction.	Although it is anticipated that this mitigation measure would apply only to marina or ferry terminal projects, it would also apply to any other proposal that would require pile driving and/or construction of docks within Seaplane Lagoon or San Francisco Bay.
Mitigation Measure 4.E-1c (Additional Noise Attenuation Measures): As part of the NMFS-approved sound attenuation monitoring plan required for pile driving in the Seaplane Lagoon in Mitigation Measure 4.E-1a, the City shall ensure that the project applicant implements the following actions in addition to those listed in Mitigation Measure 4.E-1a to reduce the effect of underwater noise transmission on marine mammals. These actions shall include at a minimum: <ul style="list-style-type: none">Establishment of a 1,600-foot (500-meter) safety zone that shall be maintained around the sound source, for the protection of marine mammals in the event that sound levels are unknown or cannot be adequately predictedWork activities shall be halted when a marine mammal enters the 1,600-feet (500-meter) safety zone and resume only after the animal has been gone from the area for a minimum of 15 minutesA “soft start” technique shall be employed in all pile driving to marine mammals an opportunity to vacate the areaMaintain sound levels below 90 dBA in air when pinnipeds (seals and sea lions) are presentA NMFS-approved biological monitor will conduct daily surveys before and during impact hammer pile driving to inspect the work zone and adjacent Bay waters for marine mammals. The monitor will be present as specified by NMFS during the impact pile-driving phases of construction	<p>Project applicant shall implement the listed actions to reduce the effects of underwater noise transmission.</p> <p>Project applicant shall hire a NMFS-approved biological monitor to conduct daily surveys.</p>	City of Alameda Community Development Department, NMFS	<p>NMFS will review and the sound attenuation monitoring plan and approve the biological monitor that would conduct daily surveys before and during impact hammer pile driving work.</p> <p>City will ensure implementation of the listed actions and daily surveys described in Measure 4.E-1c along with those listed in Measure 4.E-1a.</p>	Prior to construction	Although it is anticipated that this mitigation measure would apply only to marina or ferry terminal projects, it would also apply to any other proposal that would require pile driving and/or construction of docks within Seaplane Lagoon or San Francisco Bay.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.E-1d (Dock Lighting): Prior to occupancy, the City shall ensure that the project applicant installs dock lighting on all floating docks that minimizes artificial lighting of Bay waters by using shielded, low-mounted, and low light-intensity fixtures and bulbs.	Project applicant shall include dock lighting measures in construction plans and specifications.	City of Alameda Community Development Department	Review construction plans and specifications to ensure it includes dock lighting requirements. Inspect light fixtures to ensure lighting meets requirements stated in Measure 4.E-1d.	Prior to construction and after construction.	Although it is anticipated that this mitigation measure would apply only to marina or ferry terminal projects, it would also apply to any other proposal that would require construction of docks within Seaplane Lagoon or San Francisco Bay.
Mitigation Measure 4.E-2a (Native Oysters and Eelgrass): Prior to marina or ferry terminal construction, the City shall ensure that the project applicant conducts a pre-construction survey to determine if native oysters and eelgrass are present in Seaplane Lagoon. <ul style="list-style-type: none">• The eelgrass survey shall be conducted according to the methods contained in the California Draft Eelgrass Mitigation Policy (CDEMP) (NMFS 2011), with the exception that the survey shall be conducted with 120 days (rather than 60 days, as recommended in the CDEMP) prior to the desired construction start date, to allow sufficient time for modification of project plans (if feasible) and agency consultation.• If found within or immediately adjacent to the construction footprint, the project applicant shall first determine whether avoidance of the beds is feasible. If feasible, impacts to the oyster or eelgrass bed shall be avoided. If complete avoidance is not feasible, the applicant shall request guidance from the National Marine Fisheries Service (or other applicable agency) as to the need and/or feasibility to move affected beds. Any translocation of eelgrass beds shall be conducted consistent with the methods described in the CDEMP and/or those described in Eelgrass Conservation in San Francisco Bay: Opportunities and Constraints (Boyer and Wyllie-Echeverria, 2010). Translocation of oyster beds shall be consistent with methods and recommendations presented in Shellfish Conservation and Restoration in San Francisco Bay: Opportunities and Constraints (Zabin et al., 2010)• If it is not possible to translocate oyster or eelgrass beds then the City shall ensure that the project applicant provides compensatory mitigation consistent with the CDEMP for eelgrass (a ratio of 3.01:1 [transplant area to impact area]) and a minimum 1:1 ratio for oyster beds.• The relocation of compensatory mitigation site for eelgrass or oyster beds shall be located within San Francisco Bay.	Project applicant shall conduct a pre-construction survey to determine if native oysters and eelgrass are present in Seaplane Lagoon. Project applicant's survey shall follow the CDEMP methods. Project applicant shall assess if avoidance of the beds or translocation is feasible	City of Alameda Community Development Department	Review construction specifications to ensure inclusion of protective measures for Native Oysters and Eelgrass. Monitor to ensure completion of pre-construction survey. Monitor to ensure proper avoidance or translocation of Native Oysters and Eelgrass	Prior to construction	
Mitigation Measure 4.E-2c: (Invasive Species Control Plan) The City shall require that the project applicant develop and implement a Marine Invasive Species Control Plan prior to commencement of any in-water work including, but not limited to, construction of piers and seawalls, dredging, pile driving, and construction of new stormwater outfalls. The plan shall be prepared in consultation with the United States Coast Guard (USCG), RWQCB, and other relevant state agencies. Provisions of the plan shall include but not be limited to the following: <ul style="list-style-type: none">• Environmental training of construction personnel involved in in-water work• Actions to be taken to prevent the release and spread of marine invasive species, especially algal species such as Undaria and Sargasso• Procedures for the safe removal and disposal of any invasive taxa observed on the removed structures prior to disposal or reuse of pilings, docks, wave attenuators, and other features• The onsite presence of qualified marine biologists to assist the contractor in the identification and proper handling of any invasive species on removed Port equipment or materials	Project applicant shall develop and implement a Marine invasive Species Control Plan during construction of in-water work. Project applicant will prepare a post-construction report and submit to the City, USCG, and RWQCB.	City of Alameda Community Development; USCG; RWQCB and other relevant state agencies	Review and approve Marine Invasive Species Control Plan. Ensure the provisions of the approved plan are implemented, including preparation of a post-construction.	Prior to issuance of building permit(s) and during construction	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<ul style="list-style-type: none">A post-construction report identifying which, if any, invasive species were discovered attached to equipment and materials following removal from the water, and describing the treatment/handling of identified invasive species. Reports shall be submitted to the City, as well as the USCG and the RWQCB if requested by the agencies.					
<p>Mitigation Measure 4.E-3a: (Wetlands) Prior to issuance of final grading or building permits that include work within or in the vicinity of jurisdictional waters, the City shall confirm that the project applicant has obtained all necessary wetland permits and shall further ensure that the project applicant implements measures to avoid or minimize adverse effects on jurisdictional waters and sensitive natural communities. Specifically:</p> <ul style="list-style-type: none">The existing wetlands in the Northwest Territories shall be preserved and incorporated into compatible open space uses to the maximum extent feasible.Wetlands to be avoided shall be protected by setbacks throughout project construction. Based on recommendations in the Baylands Ecosystem Habitat Goals (Goals Project, 1999) a minimum 300-foot wetland buffer shall be incorporated into project design wherever possible to protect water quality and the wildlife that use the wetlands. Where existing uses preclude the establishment of a 300-foot or larger buffer-, the largest buffer possible shall be established. Buffer width should be determined by considering the quality of the wetlands, actual or potential wildlife use, existing and proposed future uses, amount and type of vegetation within the buffer, and angle and direction of slope in proximity to the wetland (McElfish et al., 2008). Open space uses shall incorporate these buffers in the siting of recreational trails and development of facilities to ensure the wetlands and the wildlife that use them are adequately buffered from recreational uses.During project construction, areas to be avoided and provided with setbacks pursuant to the provisions described above shall be further protected by best management practices (BMPs), as described in Mitigation Measure 4.E-3b, below. Such measures shall include the installation of silt fencing, straw wattles, or other appropriate erosion and sediment control methods or devices along roads and at the 100-foot setback limits. To minimize impacts on wetlands and other waters, equipment such as backhoes and cranes used for installation of rip-rap or other shore stabilization measures along the Bay shoreline shall operate from dry land where possible. Any construction operations within Bay waters shall be barge-mounted or use other water-based equipment such as scows, derrick barges, and tugs.	<p>Project applicant shall obtain all necessary wetland permits.</p> <p>Project applicant shall implement measures to avoid or minimize adverse effects on jurisdictional waters and sensitive natural communities.</p> <p>Project applicant will implement measures to avoid or minimize adverse effects on jurisdictional waters and sensitive natural communities as identified in Mitigation Measure 4.E-3a.</p>	City of Alameda Community Development Department	<p>Confirm all necessary wetland permits have been obtained.</p> <p>Ensure implementation of measures to avoid sensitive natural communities.</p>	Prior to issuance of final grading or building permit(s) and during construction.	
<p>Mitigation Measure 4.E-3b: (BMPs for Wetlands) Standard BMPs shall be employed to avoid degradation of aquatic habitat and wetlands by maintaining water quality and controlling erosion and sedimentation during construction as required by compliance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Construction Activities (see also Section 4.H, <i>Hydrology and Water Quality</i>, of this EIR, which addresses impacts on water quality).</p> <p>BMPs shall include, but not be limited to, the following: (1) installing silt fencing between wetlands and aquatic habitat and construction-related activities, (2) locating fueling stations away from potentially jurisdictional features, and (3) otherwise isolating construction work areas from any identified jurisdictional features. In addition, BMPs to avoid impacts on water quality resulting from dredging or other activities within open waters that are identified in the <i>Long-term Management Strategy for the Placement of Dredged Material in the San Francisco Bay Region</i> (LTMS) (Corps, 2001) shall be implemented. These BMPs include silt fencing and gunderbooms or other appropriate methods for keeping dredged materials or other</p>	Project applicant shall comply with the NPDES General Permit for Construction through implementation of BMPs described in Mitigation Measure 4.E-3b.	City of Alameda Community Development Department	Ensure that Project applicant implements applicable BMPs and complies with NPDES General Permit.	During construction	Although implementation of this mitigation measure is particularly critical for projects located adjacent to or in proximity to wetlands or surface waters, all construction projects will be required to comply with the Regional Water Quality Control Board’s NPDES General Construction Permit, and will be required to implement appropriate BMPs.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
sediments from leaving a project site.					
<p>Mitigation Measure 4.E-3c: (Wetland Mitigation and Monitoring Plan) Where disturbance to jurisdictional waters cannot be avoided, compensation shall be provided at a minimum 1:1 ratio for temporary impacts and permanent loss. Actual compensatory mitigation ratios will be specified in project permits issued by the Corps, RWQCB, and BCDC. Where applicable, compensation shall be detailed on a project-specific basis and shall include development of an onsite wetland mitigation and monitoring plan, which shall be developed prior to the start of the first phase of development or in coordination with permit applications and/or conditions. Alternatively, offsite mitigation may be pursued through an approved mitigation bank, although this option may result in a higher mitigation ratio. At a minimum, such plans shall include:</p> <ul style="list-style-type: none">• Baseline information, including a summary of findings for the most recent wetland delineation applicable to the project site;• Anticipated habitat enhancements to be achieved through compensatory actions, including mitigation site location (onsite enhancement or offsite habitat creation) and hydrology;• Performance and success criteria for wetland creation or enhancement including, but not limited to, the following:²<ul style="list-style-type: none">– At least 70 percent survival of installed plants for each of the first three years following planting.– Performance criteria for vegetation percent cover in Years 1-4 as follows: at least 10 percent cover of installed plants in Year 1; at least 20 percent cover in Year 2; at least 30 percent cover in Year 3; at least 40 percent cover in Year 4.– Performance criteria for hydrology in Years 1-5 as follows: Fourteen or more consecutive days of flooding, ponding, or a water table 12 inches or less below the soil surface during the growing season at a minimum frequency of three of the five monitoring years; OR establishment of a prevalence of wetland obligate plant species.– Invasive plant species that threaten the success of created or enhanced wetlands should not contribute relative cover greater than 35 percent in Year 1, 20 percent in Years 2 and 3, 15 percent in Year 4, and 10 percent in Year 5.– If necessary, supplemental water shall be provided by a water truck for the first two years following installation. Any supplemental water must be removed or turned off for a minimum of two consecutive years prior to the end of the monitoring period, and the wetland must meet all other criteria during this period. At the end of the five-year monitoring period, the wetland must be self-sufficient and capable of persistence without supplemental water.– At least 75 percent cover by hydrophytic vegetation at the end of the five-year monitoring period. In addition, wetland hydrology and hydric soils must be present and defined as follows:<ul style="list-style-type: none">▪ <i>Hydrophytic vegetation</i> – A plant community occurring in areas where the frequency and duration of inundation or soil saturation produce permanently or periodically saturated soils of sufficient duration to exert a controlling influence on the plant species present.▪ <i>Wetland hydrology</i> – Identified by indicators such as sediment deposits, water stains on vegetation, and oxidized rhizospheres along living roots in the upper 12 inches of the soil, or satisfaction of the hydrology performance criteria listed above.	<p>Project applicant shall develop a mitigation plan to compensate disturbance to jurisdictional waters at a minimum 1:1 ratio by either (1) developing an onsite wetland mitigation monitoring plan or (2) pursue offsite mitigation options. Ensure that mitigation plan incorporates items described in Measure 4.E-3c.</p>	<p>City of Alameda Community Development Department; Corps; RWQCB; BCDC</p>	<p>Review of construction specifications to ensure it includes wetland replaced or restored at a minimum 1:1 ratio for temporary and permanent loss.</p> <p>Review compensation plan to ensure incorporation of items described in Mitigation Measure 4.E-3c.</p>	<p>Prior to issuance of grading permit</p>	

² Vegetation-related criteria listed here apply only mitigation required for impacts to vegetated wetlands and would not be required for mitigation required for impacts to unvegetated wetlands.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
<ul style="list-style-type: none">▪ <i>Hydric soils</i> – Soils that are saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions, which are often characterized by features such as redox concentrations, which form by the reduction, translocation, and/or oxidation of iron and manganese oxides. Hydric soils may lack hydric indicators for a number of reasons. In such cases, the same standard used to determine wetland hydrology when indicators are lacking can be used.– Five years after any wetland creation, a wetland delineation shall be performed to determine whether created wetlands are developing according to the success criteria outlined in the project permits. If they are not, remedial measures such as re-planting and or re-design and construction of the created wetland shall be taken to ensure that the Project’s mitigation obligations are met.▪ If permanent and temporary impacts on jurisdictional waters cannot be compensated onsite through the restoration or enhancement of wetland features incorporated within proposed open space areas, the specific project applicant shall provide additional compensatory mitigation for these habitat losses. Potential options include the creation of additional wetland acreage onsite or the purchase of offsite mitigation. Offsite compensatory mitigation would be required to fulfill the performance standards described above.					
Mitigation Measure 4.E-4a (Marine Craft Access Corridor): The City shall deploy buoys between Breakwater Island and the shoreline to create a 500-foot access corridor for all marine craft, including pleasure crafts and ferries, under non-emergency situation, in order to minimize disturbance to biological habitat on the shoreline and on the breakwater. Signs shall be posted that include a speed limit of 10 mph on the harbor side of Breakwater Island.	The City shall deploy buoys and post speed limit signs. WETA shall adhere to a 10-mph speed limit on the harbor side of the Breakwater Island in and around the Seaplane Lagoon.	City of Alameda Community Development Department	City to ensure that measure is implemented.	During or after construction of marina and ferry terminal are complete.	
Mitigation Measure 4.E-4c: (Breeding Birds) The City shall require project applicants to conduct pre-construction breeding bird surveys for projects proposed in areas containing, or likely to contain, habitat for nesting birds as a condition of approval for any development-related permit. Specific measures to avoid and minimize impacts on nesting birds include, but are not limited to, those described below. <ul style="list-style-type: none">• To avoid and minimize potential impacts on nesting raptors and other birds, preconstruction surveys shall be performed not more than one week prior to initiating vegetation removal and/or construction activities during the breeding season (i.e., February 1 through August 31)• To avoid and minimize potential impacts on nesting raptors and other birds, a no-disturbance buffer zone shall be established around active nests during the breeding season until the young have fledged and are self-sufficient, when no further mitigation would be required• Typically, the size of individual buffers ranges from a minimum of 250 feet for raptors to a minimum of 50 feet for other birds but can be adjusted based on an evaluation of the site by a qualified biologist in cooperation with the USFWS and/or CDFW• Birds that establish nests after construction starts are assumed to be habituated to and tolerant of the indirect impacts resulting from construction noise and human activity. However, direct take of nests, eggs, and nestlings is still prohibited and a buffer must be established to avoid nest destruction.• If construction ceases for a period of more than two weeks, or vegetation removal is required after a period of more than two weeks has elapsed from the preconstruction surveys, then new nesting bird surveys must be conducted.	Project applicant shall conduct pre-construction breeding bird surveys. Project applicant shall implement identified avoidance and minimization measures for nesting bird impacts.	City of Alameda Community Development Department	Review construction specifications to ensure incorporation of nesting bird avoidance and minimization measures. Monitor to ensure implementation of avoidance and minimization measures during construction.	Prior to issuance of building permit(s) and during construction	Although this mitigation measure is particularly critical for projects located in the Northwest Territories and the Federal Property, it is applicable to any project on a site that has trees, shrubs, buildings, or other structures, all of which can provide nesting habitat for birds.

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
Mitigation Measure 4.E-4e (Noise Mitigation Measures for Breeding Birds): The City shall ensure that project construction activities on City property that would result in noise levels exceeding existing maximum ambient noise levels in the Northwest Territories or as measured on the Federal Property by more than 10 dBA and/or generally exceeding 60 dBA will avoid and minimize adverse effects on California least tern and other breeding bird reproductive success through one or more of the following measures: a) Demolition and construction on City owned property in the Northwest Territories directly adjacent to the Federal Property, and construction of the Bay Trail on Federal Property shall take place in September-January, outside the general bird breeding season of February through August, to the extent feasible. When such work is unavoidable, solid plywood fences shall be constructed between the project site and sensitive wildlife habitat prior to initiation of construction to serve as noise attenuation barriers. The fencing shall be a minimum of 8 feet in height. The fences shall shield the breeding birds from major noise generating phases of demolition and; b) In all other areas, major noise generating phases of demolition and construction that would exceed ambient noise levels as measured in the Federal Property by more than 10 dBA shall take place in September-January, outside the general bird breeding season of February through August; OR solid plywood fences shall be constructed as described above.	The City shall implement the two-part measure.	City of Alameda Community Development Department	City to ensure proper construction mitigation is implemented regarding sensitive wildlife and ambient noise levels prior to construction	Prior to and during construction.	
Mitigation Measure 4.E-4f: (Open Refuse Containers) The City shall prohibit open refuse containers that contain food waste throughout the project area. This prohibition shall be incorporated into the terms and conditions of all City approvals for future development at Alameda Point.	The City will prohibit placement of open refuse containers that contain food waste.	City of Alameda Community Development Department	City to ensure that measure is implemented.	After construction is complete.	
Mitigation Measure 4.E-5: The City of Alameda shall implement Mitigation Measures 4.E-1a through 4.E-1h (avoid and minimize impacts on special-status wildlife), Mitigation Measures 4.E-2a through 4.E-2c (avoid and minimize impacts to sensitive natural communities), Mitigation Measures 4.E-3a through 4.E-3c (avoid and minimize impacts to jurisdictional waters), and Mitigation Measures 4.E-4a through 4.E-4f (avoid and minimize impacts to migratory and breeding wildlife).	See Mitigation Measures 4.E-1a through 4.E-1h, 4.E-2a through 4.E-2c, 4.E-3a through 4.E-3c, and 4.E-4a through 4.E-4f.				
Mitigation Measure 4.E-6: The City of Alameda shall implement Mitigation Measures 4.E-1a through 4.E-1h (avoid and minimize impacts on special-status wildlife), Mitigation Measures 4.E-2a through 4.E-2c (avoid and minimize impacts to sensitive natural communities), Mitigation Measures 4.E-3a through 4.E-3c (avoid and minimize impacts to jurisdictional waters), and Mitigation Measures 4.E-4a through 4.E-4f (avoid and minimize impacts to migratory and breeding wildlife).	See Mitigation Measures 4.E-1a through 4.E-1h, 4.E-2a through 4.E-2c, 4.E-3a through 4.E-3c, and 4.E-4a through 4.E-4f.				
Mitigation Measure 4.E-7: The City of Alameda shall implement Mitigation Measures 4.E-1a through 4.E-1h (avoid and minimize impacts on special-status wildlife), Mitigation Measures 4.E-2a through 4.E-2c (avoid and minimize impacts to sensitive natural communities), Mitigation Measures 4.E-3a through 4.E-3c (avoid and minimize impacts to jurisdictional waters), and Mitigation Measures 4.E-4a through 4.E-4f (avoid and minimize impacts to migratory and breeding wildlife).	See Mitigation Measures 4.E-1a through 4.E-1h, 4.E-2a through 4.E-2c, 4.E-3a through 4.E-3c, and 4.E-4a through 4.E-4f.				
F. Air Quality and Greenhouse Gases					
Mitigation Measure 4.F-1a: (Fugitive Dust) The following BAAQMD Best Management Practices for fugitive dust control will be required for all construction activities within the project area. These measures will reduce fugitive dust emissions primarily during soil movement, grading and demolition activities, but also during vehicle and equipment movement on unpaved project sites: <i>Basic Controls that Apply to All Construction Sites</i>	Project applicant shall incorporate the BAAQMD BMPs for fugitive dust control in construction specifications. Project applicant shall implement BMPs during construction.	City of Alameda Community Development Department	Review construction specifications for inclusion of BAAQMD BMPs. Monitor to ensure that BMPs are implemented during construction.	Prior to issuance of building permit(s) and on-going during construction.	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material off site shall be covered.					
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 mph. 5. All streets, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of CCR). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. 8. A publicly visible sign shall be posted with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD’s phone number shall also be visible to ensure compliance with applicable regulations.					
Mitigation Measure 4.F-1.b: (Construction Exhaust) The following control measures for construction emissions will be required for all construction activities within the project area: <ul style="list-style-type: none">• All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.• Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to two minutes. Clear signage shall be provided for construction workers at all access points.• The Project shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NO_x reduction and 45 percent PM reduction compared to the most recent CARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available. (The Level 3 Verified Diesel Emissions Control (VDEC) required under Mitigation Measure 4.F-1d would also comply with this measure)• Require that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of NO_x and PM.• Require all contractors to use equipment that meets CARB’s most recent certification standard for off-road heavy duty diesel engines	Project applicant shall incorporate control measures for construction emissions in construction specifications. Project applicant shall implement control measures during construction.	City of Alameda Community Development Department	Review construction specifications to ensure incorporation of control measures for construction emissions. Monitor to ensure that construction exhaust measures are implemented during construction.	Prior to issuance of building permit(s) and during construction.	
Mitigation Measure 4.F-1c: (Demolition Controls) Demolition and disposal of any asbestos containing building material shall be conducted in accordance with the procedures specified by Regulation 11, Rule 2 (Asbestos Demolition, Renovation and Manufacturing) of BAAQMD’s regulations.	Project applicant shall incorporate BAAQMD’s Regulation 11, Rule 2 procedures in construction specifications.	City of Alameda Community Development Department	Review construction specifications to ensure incorporation of BAAQMD’s measures for the demolition	Prior to and during construction.	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
	Project applicant shall implement measures as outlined in Regulation 11, Rule 2 of BAAQMD’s regulations.		and disposal of asbestos. Ensure Project applicant complies with Regulation 11, Rule 2 procedures of BAAQMD’s regulations.		
Mitigation Measure 4.F-1d: (Toxic Air Contaminants and PM_{2.5}) The project sponsors shall ensure that construction contract specifications include a requirement that all off-road construction equipment used for project improvements be equipped with a Level 3 Verified Diesel Emissions Control (VDEC), which would reduce diesel particulate emissions by at least 85 percent.	Project applicant shall incorporate toxic air contaminants and PM2.5 measure in construction contract specifications. Project applicant will use off-road construction equipment with a Level 3 Verified Diesel Emissions Control.	City of Alameda Community Development Department	Review construction specifications to ensure that toxic air contaminants and PM2.5 measure is incorporated. Ensure that Project applicant uses off-road construction equipment with a Level 3 Verified Diesel Emissions Control.	Prior to and during construction.	
Mitigation Measure 4.F-2: (Greenhouse Gas Reduction Measures) The following measures shall be incorporated into the project design for properties within the project area: <ul style="list-style-type: none">• Implement a Transportation Demand Management (TDM) program, as described in detail in Mitigation Measure 4.C.1a in Section 4.C, Transportation.• Require only natural gas hearths in residential units as a condition of final building permit;• Require smart meters and programmable thermostats;• Meet Green Building Code standards in all new construction;• Install solar water heaters for all uses as feasible;• Use recycled water when available;• Install low-flow fixtures (faucets, toilets, showers);• Use water efficient irrigation systems; and• Institute recycling and composting services.	Project applicant shall incorporate measures into project design documents.	City of Alameda Community Development Department	Ensure that project design documents incorporate measures identified in Mitigation Measure 4.F-2.	During design phase.	
Mitigation Measure 4.F-4: Implement Mitigation Measures 4.F-1a, 4.F-1b, and 4.F-1e.	See Mitigation Measures 4.F-1a, 4.F-1b, and 4.F-1e.				
Mitigation Measure 4.F-7a: Implement Mitigation Measure 4.F-2.	See Mitigation Measure 4.F-2.				
Mitigation Measure 4.F-7b: (Fuel-Efficient Vehicles) The City shall promote use of clean fuel-efficient vehicles through preferential parking, installation of charging stations, and low emission electric vehicle carsharing programs to reduce the need to have a car or second car vehicles in the TDM Program.	City shall require implementation of measures identified in Measure 4.F-7b.	City of Alameda Community Development Department			
Mitigation Measure 4.F-8: Implement Mitigation Measures 4.F-2 and 4.F-7b.	See Mitigation Measures 4.F-2 and 4.F-7b.				
G. Noise					
Mitigation Measure 4.G-1a: (Construction Hours) The City will require construction contractors to limit standard construction activities hours to be in compliance with the Noise Ordinance. Pile driving activities greater than 90 dBA limited to between 8:00 a.m. and 4:00 p.m. Monday through Friday. No pile driving shall be allowed on weekends and National holidays.	Project applicant and its contractor(s) to include noise limitations in construction specifications. Project applicant and its contractor(s) to comply with the Noise Ordinance and ensure that pile driving activities greater than 90 dBA are limited between 8:00 a.m. and 4:00 p.m. Monday	City of Alameda Community Development Department	Review construction specifications to ensure measure is incorporated; inspection to ensure conformance.	Prior to issuance of grading or building permit(s); inspection during construction	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
	through Friday.				
Mitigation Measure 4.G-1b: (Construction Noise Measures) To reduce daytime noise impacts due to construction, the City will require construction contractors to implement the following measures: <ul style="list-style-type: none">• Equipment and trucks used for project construction will utilize the best available noise control techniques, such as improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures and acoustically-attenuating shields or shrouds, wherever feasible.• Impact tools (i.e., jack hammers, pavement breakers, and rock drills) used for project construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust will be used; this muffler can lower noise levels from the exhaust by up to about 10 dBA. External jackets on the tools themselves will be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures will be used, such as drills rather than impact equipment, whenever feasible.• Stationary noise sources will be located as far from adjacent receptors as possible, and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible.• Haul routes that affect the fewest number of people will be selected.	Project applicant and its contractor(s) shall use best available noise-control techniques described and locate stationary noise sources as far from adjacent receptors as possible.	City of Alameda Community Development Department	Require use of noise-control techniques in building permit; inspect construction site to confirm adherence to those requirements.	Prior to issuance of grading building permit(s); inspect during construction	
Mitigation Measure 4.G-1c: (Pile Driving Noise Attenuation Measures) Pile driving activities within 300 feet of sensitive receptors will require additional noise attenuation measures. Prior to commencing construction, a plan for such measures will be submitted for review and approval by the City to ensure that maximum feasible noise attenuation will be achieved. These attenuation measures will include as many of the following control strategies as feasible: <ul style="list-style-type: none">• Erect temporary plywood noise barriers if they would block the line of sight between sensitive receptors and construction activities, particularly for existing residences in the northern area of the project site and for residences across Main Street;• Implement “quiet” pile driving technology (such as pre-drilling of piles or use of sonic pile drivers), where feasible, in consideration of geotechnical and structural requirements and conditions; and• Utilize noise control blankets on the building structure as the building is erected to reduce noise emission from the site.	Project applicant and its contractor(s) shall prepare plan and submit to City; implement during construction.	City of Alameda Community Development Department	Review noise-attenuation plan and incorporate plan into building permit; inspect site during construction to confirm adherence to plan.	Prior to issuance of grading or building permit(s); inspect site during construction	
Mitigation Measure 4.G-1d: (Complaint Tracking) Prior to the issuance of each building permit, along with the submission of construction documents, the project applicant will submit to the City a list of measures to respond to and track complaints pertaining to construction noise. These measures will include: <ul style="list-style-type: none">• Signs will be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and a contact number with the City of Alameda in the event of noise complaints. The project applicant will designate an onsite complaint and enforcement manager to track and respond to noise complaints; and• Notification of neighbors within 300 feet of the project construction area at least 30 days in advance of pile-driving activities about the estimated duration of the activity.	Project applicant and its contractor(s) shall post construction information and track complaints pertaining to construction noise	City of Alameda Community Development Department	Review construction specifications to ensure conformance; inspection to ensure conformance	Prior to issuance of building permit(s)	
Mitigation Measure 4.G-2: Implement Mitigation Measures 4.G-1a through 4.G-1d.	See Mitigation Measures 4.G-1a through 4.G-1d.				
Mitigation Measure 4.G-4: (Noise Ordinance) During individual project phase	Project applicant and its	City of Alameda	City shall ensure that	During design phase and	

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design preparation, the City will require a project applicant to comply with the Noise Ordinance and General Plan standards. These measures implement noise control measures to ensure that all non-transportation source operations comply with City standards and will include, but not be limited to, the following: <ul style="list-style-type: none">• The proposed land uses will be designed so that onsite mechanical equipment (e.g., HVAC units, compressors, generators) and area-source operations (e.g., loading docks, parking lots, and recreational-use areas) are located as far as possible and/or shielded from nearby noise sensitive land uses to meet City noise standards.• Onsite landscape maintenance equipment will be equipped with properly operating exhaust mufflers and engine shrouds, in accordance with manufacturers' specifications.• The following activities will be limited to the hours of 7:00 a.m. to 10:00 p.m. unless site-specific analysis confirms that noise impacts to sensitive receptors would be less-than-significant:<ul style="list-style-type: none">- Truck deliveries;- Operations of motor powered landscape maintenance equipment; and- Outdoor use of amplified sound systems.	contractor(s) shall incorporate operational noise control measures in project design phase documents.	Community Development Department	design phase documents of individual projects incorporate operational noise control measures.	prior to issuance of building permit(s)	
H. Geology, Soils, and Seismicity					
Mitigation Measure 4.H-1: (Geotechnical Investigation) Prior to approval of a building permit, a site specific, design-level geotechnical investigation shall be prepared for all proposed development on the project site. The investigation shall include detailed characterization of the distribution and compositions of subsurface materials and an assessment of their potential behavior during violent seismic ground-shaking. The analysis shall recommend site preparation and design parameters that would be necessary to avoid or substantially reduce structural damage under anticipated peak ground accelerations in accordance with seismic design requirements within the most current version of the California Building Code and Alameda Municipal Code. The investigation and recommendations shall be in conformance with all applicable city ordinances and policies and consistent with the design requirements of the calculated Seismic Design Category for each site in accordance with the California Building Code. The geotechnical report shall be prepared by a California-registered geotechnical engineer and approved by the City, and all recommendations contained in the report shall be included in the final design of the project. Mitigation Measure 4.H-1 would ensure that the proposed project would be designed to withstand strong seismic ground-shaking, and that the occupants of the proposed development are informed of safety procedures to follow in the event of an earthquake.	Project applicant shall obtain a California-registered geotechnical engineer to conduct design-level geotechnical investigation. Geotechnical engineer shall conduct geotechnical investigation, prepare a report and develop recommendations in accordance to Measure 4.H-1. Engineer shall ensure that recommendations conform to city ordinances and policies.	Project applicant and City of Alameda Community Development Department	City shall review and approve geotechnical report.	Prior to approval of building permit(s)	
Mitigation Measure 4.H-2: (Geotechnical Mitigation) Prior to issuance of a building permit, earthwork, foundation and structural design for proposed development under the project shall be conducted in accordance with all recommendations contained in the required geotechnical investigation (Mitigation Measure 4.H-1a). The investigation must include an assessment of all potentially foreseeable seismically-induced ground failures, including liquefaction, sand boils, lateral spreading and rapid settlement. Mitigation strategies must be designed for the site-specific conditions of the project and must be reviewed for compliance with the guidelines of CGS Special Publication 117A prior to incorporation into the project. Examples of possible strategies include edge containment structures (berms, diked sea walls, retaining structures, compacted soil zones), removal or treatment of liquefiable soils, soil modification, modification of site geometry, lowering the groundwater table, in-	Project applicant shall ensure that geotechnical investigation includes assessment of all potentially foreseeable seismically-induced ground failures, including liquefaction, sand boils, lateral spreading and rapid settlement. Project applicant shall ensure that mitigation strategies are developed consistent with the guidelines of CGS Special Publication 117A.	Project applicant and City of Alameda Community Development Department	Ensure that geotechnical report addresses seismically-induced ground failures listed in the measure. Review and ensure that mitigation strategies are developed consistent with the guidelines of CGS Special Publication 117A.	Review mitigation strategies prior to incorporation into the project. Prior to issuance of building permit(s).	

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situ ground densification, deep foundations, reinforced shallow foundations, and structural design that can accommodate predicted displacements.					
Mitigation Measure 4.H-4: (Settlement Mitigation) The required geotechnical report for each development project (Mitigation Measure 4.H-1a) shall determine the susceptibility of the project site to settlement and prescribe appropriate engineering techniques for reducing its effects. Where settlement and/or differential settlement is predicted, mitigation measures—such as lightweight fill, geofoam, surcharging, wick drains, deep foundations, structural slabs, hinged slabs, flexible utility connections, and utility hangers—shall be used. These measures shall be evaluated and the most effective, feasible, and economical measures shall be recommended. Engineering recommendations shall be included in the project engineering and design plans, and be reviewed and approved by a registered geotechnical engineer. All construction activities and design criteria shall comply with applicable codes and requirements of the most recent California Building Code, and applicable City construction and grading ordinances.	Project applicant shall ensure that geotechnical investigation assesses the susceptibility of the site to settlement, prescribes engineering techniques for reducing its effects, and includes recommended mitigation measures. Project applicant will include recommendations in project engineering and design plans. Applicant will comply with all applicable codes and requirements during construction.	City of Alameda Community Development Department and registered geotechnical engineer.	Ensure that geotechnical report evaluates susceptibility of the site to settlement and that recommendations and mitigation measures are included. Registered geotechnical engineer will review and approve engineering recommendations. City will ensure that construction activities and design criteria comply with applicable codes and requirements.	During the design and construction phases.	
Mitigation Measure 4.H-5: (Expansive Soils Assessment) Prior to issuance of a building permit, subsurface earthwork (e.g., placement of engineered fill), shall be conducted in accordance with all recommendations contained in the required geotechnical investigation (Mitigation Measure 4.H-1). The geotechnical report must include an assessment of all potentially expansive soils that could adversely affect proposed improvements. Geotechnical strategies must be designed for the site-specific conditions of the project and must be reviewed for compliance with the requirements of the most recent California Building Code as well as any additional City of Alameda requirements.	Project applicant will ensure that geotechnical report includes assessment of expansive soils and strategies consistent with most recent California Building Code as well as any additional City of Alameda requirements.	City of Alameda Community Development Department	City will review and approve strategies/recommendation s outlined in geotechnical report.	Prior to issuance of building permit(s)	
I. Hydrology and Water Quality					
Mitigation Measure 4.I-1: (Water Quality Measures) The City shall ensure that project applicants for projects at Alameda Point implement the following measures as part associated with the extracted water during project construction: <ul style="list-style-type: none">• The RWQCB could require compliance with certain provisions in the permit such as treatment of the flows prior to discharge. The project applicant shall discharge the extracted water to the sanitary sewer or storm drain system with authorization of and required permits from the applicable regulatory agencies, in this case the City of Alameda.• The project applicant shall comply with applicable permit conditions associated with the treatment of groundwater prior to discharge.• If necessary a dewatering collection and disposal method shall be prepared and implemented for the project.	Project applicant will incorporate water quality measures in the construction specifications. Project applicant will obtain and comply with necessary permits from RWQCB and City of Alameda for any activities requiring discharge of extracted water to the sanitary sewer or storm drain system.	City of Alameda Community Development Department, RWQCB	RWQCB and City will review permit application for activities involving discharge or extracted water necessary during construction activities. Upon approval, City will monitor to ensure compliance with permit conditions.	Prior to construction	
Mitigation Measure 4.I-2: (Integrated Pest Management) The City shall ensure that future project applicants implement Integrated Pest Management measures to reduce fertilizer and pesticide contamination of receiving waters, as follows: <ul style="list-style-type: none">• Prepare and Implement an Integrated Pest Management Plan (IPM) for all common landscaped areas. The IPM shall be prepared by a qualified professional and shall recommend methods of pest prevention and turf grass management that use pesticides as a last resort in pest control. Types and rates of fertilizer and pesticide application shall be specified.• The IPM shall specify methods of avoiding runoff of pesticides and nitrates into receiving storm drains and surface waters or leaching into the shallow groundwater table. Pesticides shall be used only in response to a persistent pest	The Project applicant will incorporate Integrated Pest Management measures into construction specifications. The Project applicant will implement Integrated Pest Management measures including an integrated pest management plan.	City of Alameda Community Development Department	City will ensure that the Integrated Pest Management measures are included in the construction specifications. City will monitor and ensure that Project applicant implements pest management measures.	Prior to construction and after construction.	

Mitigation Measures	Implementation Procedures	Monitoring Responsibility	Monitoring and Reporting Action	Mitigation Schedule	Notes
problem that cannot be resolved by non-pesticide measures. Preventative chemical use shall not be employed. <ul style="list-style-type: none">The IPM shall fully integrate considerations for cultural and biological resources into the IPM with an emphasis toward reducing pesticide application.					
Mitigation Measure 4.I-8: (Sea-Level Protection) The City shall implement the following steps prior to project implementation: <ul style="list-style-type: none">Apply for membership in the National Flood Insurance Program (NFIP) Community Rating System (CRS), and as appropriate through revisions to the City Code, obtain reductions in flood insurance rates offered by the NFIP to community residents.Cooperate with FEMA in its efforts to comply with recent congressional mandates to incorporate predictions of sea level rise into its Flood Insurance Studies and FIRM.Implement climate adaptation strategies such as avoidance/planned retreat, enhance levees, setback levees to accommodate habitat transition zones, buffer zones and beaches, expanded tidal prisms for enhanced natural scouring of channel sediments, raising and flood-proofing structures, or provisions for additional floodwater pumping stations, and inland detention basins to reduce peak discharges.	City will incorporate measures into construction plans and specifications. City will implement measures as stated in Measure 4.I-8.	City of Alameda Community Development Department	City shall ensure that structural design and adaptive measures are incorporated in construction plans and specifications. City will monitor to ensure implementation of measures.	Prior to construction.	*Although implementation of this mitigation measure is the responsibility of the City of Alameda, it should be implemented prior to construction of the first new development project at Alameda Point.
J. Hazards and Hazardous Materials					
Mitigation Measure 4.J-1a: (Hazardous Building Material Assessment) Prior to issuance of any demolition permit, the project applicant shall submit to the City a hazardous building material assessment prepared by qualified licensed contractors for each structure intended for demolition indicating whether LBP or lead-based coatings, ACMs, and/or PCB-containing equipment are present.	Project applicant will obtain a qualified licensed contractor to prepare and submit a hazardous building material assessment. Qualified contractor will prepare and submit hazardous building material assessment for the Project applicant and City's review.	City of Alameda Community Development Department	City will review the hazardous building material assessment.	Prior to issuance of demolition permit(s).	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.
Mitigation Measure 4.J-1b: (Health and Safety Plan) If the assessment required by Mitigation Measure 4.J-1a indicates the presence of LBP, ACMs, and/or PCBs, the project applicant shall create and implement a health and safety plan to protect demolition and construction workers and the public from risks associated with such hazardous materials during demolition or renovation of affected structures.	Project applicant will prepare and implement a health and safety plan if Measure 4.J-1 indicates the presence of LBP, ACMs, and/or PCBs.	City of Alameda Community Development Department	City will review health and safety plan. City will monitor to ensure that the health and safety plan is implemented.	Prior to and during construction.	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.
Mitigation Measure 4.J-1c: (LBP Removal Plan) If the assessment required by Mitigation Measure 4.J-1a finds presence of LBP, the project applicant shall develop and implement a LBP removal plan. The plan shall specify, but not be limited to, the following elements for implementation: <ul style="list-style-type: none">Develop a removal specification approved by a Certified Lead Project Designer.Ensure that all removal workers are properly trained.Contain all work areas to prohibit offsite migration of paint chip debris.Remove all peeling and stratified LBP on building and non-building surfaces to the degree necessary to safely and properly complete demolition activities according to recommendations of the survey. The demolition contractor shall be responsible for the proper containment and disposal of intact LBP on all equipment to be cut and/or removed during the demolition.Provide onsite personnel and area air monitoring during all removal activities to ensure that workers and the environment are adequately protected by the control measures used.	Project applicant will prepare and implement a LBP removal plan if LBP is found present.	City of Alameda Community Development Department	City will review LBP removal plan. City will monitor to ensure that LBP removal plan is implemented.	Prior to construction and during construction.	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.

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<ul style="list-style-type: none">Clean up and/or vacuum paint chips with a high efficiency particulate air (HEPA) filter.Collect, segregate, and profile waste for disposal determination. Properly dispose of all waste.					
Mitigation Measure 4.J-1d: (Asbestos Abatement Plan) If the assessment required by Mitigation Measure 4.J-1a finds asbestos, the project applicant shall prepare an asbestos abatement plan and shall ensure that asbestos abatement is conducted by a licensed contractor prior to building demolition. Abatement of known or suspected ACMs shall occur prior to demolition or construction activities that would disturb those materials. Pursuant to an asbestos abatement plan developed by a state-certified asbestos consultant and approved by the City, all ACMs shall be removed and appropriately disposed of by a state certified asbestos contractor.	If asbestos is found upon implementation of Mitigation Measure 4.J-1a, Project applicant will prepare an asbestos abatement plan. Project applicant will obtain a state-certified asbestos consultant to prepare the asbestos plan. State-certified asbestos consultant will ensure that all ACMs are removed and appropriately disposed of.	City of Alameda Community Development Department	City will review and shall approve the asbestos abatement plan. Ensure that abatement of known or suspected ACMs are removed by a state certified asbestos contractor.	Prior to building demolition activities, and during demolition work.	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.
Mitigation Measure 4.J-1e: (PCB Abatement) If the assessment required by Mitigation Measure 4.J-1a finds PCBs, the project applicant shall ensure that PCB abatement is conducted prior to building demolition or renovation. PCBs shall be removed by a qualified contractor and transported in accordance with Caltrans requirements.	If PCBs are found upon implementation of Mitigation Measure 4.J-1a, Project applicant will obtain a qualified contractor to implement PCB abatement. Qualified contractor will remove PCBs and will transport in accordance with Caltrans requirements.	City of Alameda Community Development Department	City will ensure that PCB abatement measure is incorporated in construction plans and specifications. City will monitor and ensure that PCB abatement measures are implemented.	Prior to and during building demolition or renovation work.	*This mitigation measure applies only to projects entailing demolition of existing buildings or other structures.
Mitigation Measure 4.J-2: (Site Management Plan) Prior to issuance of a building or grading permit for any ground breaking activities within the project site, the City shall prepare a Site Management Plan (SMP) that is approved by US EPA, DTSC, and the Water Board for incorporation into construction specifications. Any additional or remaining remediation on identified parcels from the City’s tracking system shall be completed as directed by the responsible agency, U.S. EPA, DTSC, or Water Board, in accordance with the deed restrictions and requirements as well as any Covenants(s) to Restrict Use of Property (CRUP), prior to commencement of construction activities. Where necessary, additional remediation shall be accomplished by the project applicant prior to issuance of any building or grading permits in accordance with all requirements set by the overseeing agency (i.e., U.S. EPA, DTSC, or Water Board). The SMP shall be present on site at all times and readily available to site workers. The SMP shall specify protocols and requirements for excavation, stockpiling, and transport of soil and for disturbance of groundwater as well as a contingency plan to respond to the discovery of previously unknown areas of contamination (e.g., discolored soils, strong petroleum odors, an underground storage tank unearthed during normal construction activities, etc.). At a minimum the SMP shall include the following components:	City and Project applicant shall prepare a Site Management Plan (SMP) for U.S. EPA, DTSC, or State Water Resources Control Board’s (Water Board) approval. City and Project applicant shall implement additional or remaining remediation efforts from the City’s tracking system and as directed by the U.S. EPA, DTSC, or Water Board. City will implement measures contained in the approved SMP.	City of Alameda Community Development Department and U.S. EPA, DTSC, or Water Board.	The City, U.S. EPA, DTSC, or Water Board will review SMP and ensure SMP is incorporated into construction specifications. City and the overseeing agency will ensure that Project applicant implements additional remediation requirements based on those established by overseeing agency as well as any Covenants to Restrict Use of Property (CRUP). The City and the overseeing agency will ensure that the SMP is present on site at all	Prior to issuance of a building or grading permit	
1. <i>Soil management requirements.</i> Protocols for stockpiling, sampling, and transporting soil generated from onsite activities. The soil management requirements must include: <ul style="list-style-type: none">Soil stockpiling requirements such as placement of cover, application of moisture, erection of containment structures, and implementation of security measures. Additional measures related to BAAQMD dust control requirements					

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<p>as they apply to contamination shall also be included, as needed (see also Air Quality section).</p> <ul style="list-style-type: none">• Protocols for assessing suitability of soil for onsite reuse through representative laboratory analysis of soils as approved by U.S. EPA, DTSC, or Water Board, taking into account the site-specific health-based remediation goals, other applicable health-based standards, and the proposed location, circumstances, and conditions for the intended soil reuse.• Requirements for offsite transportation and disposal of soil not determined to be suitable for onsite reuse. Any soil identified for offsite disposal must be packaged, handled, and transported in compliance with all applicable state, federal, and the disposal facility’s requirements for waste handling, transportation and disposal.• Protocols for adherence to the City of Alameda’s Marsh Crust Ordinance.• Measures to be taken for areas of IR Site 13 where refinery wastes and asphaltic residues known as tarry refinery waste might be encountered. Measures shall include requirements for the storage, handling and disposal/recycling of any suspected tarry refinery waste that may be encountered.• Radiological screening protocols for the radiological sites identified by the Navy as approved by the U.S. EPA, where necessary.					
<p>2. <i>Groundwater management requirements.</i> Protocols for conducting dewatering activities and sampling and analysis requirements for groundwater extracted during dewatering activities. The sampling and analysis requirements shall specify which groundwater contaminants must be analyzed or how they will be determined. The results of the groundwater sampling and analysis shall be used to determine which of the following reuse or disposal options is appropriate for such groundwater:</p> <ul style="list-style-type: none">• Onsite reuse (e.g., as dust control);• Discharge under the general permit for stormwater discharge for construction sites;• Treatment (as necessary) before discharge to the sanitary sewer system under applicable East Bay MUD waste discharge criteria;• Treatment (as necessary) before discharge under a site-specific NPDES permit;• Offsite transport to an approved offsite facility. <p>For each of the options listed, the SMP shall specify the particular criteria or protocol that would be considered appropriate for reuse or disposal options. The thresholds used must, at a minimum, be consistent with the applicable requirements of the Water Board and East Bay MUD.</p> <p>3. <i>Unknown contaminant/hazard contingency plan.</i> Procedures for implementing a contingency plan, including appropriate notification, site worker protections, and site control procedures, in the event unanticipated potential subsurface hazards or hazardous material releases are discovered during construction. Control procedures shall include:</p> <ul style="list-style-type: none">• Protocols for identifying potential contamination through visual or olfactory observation;• Protocols on what to do in the event an underground storage tank is encountered;• Emergency contact procedures;• Procedures for notifying regulatory agencies and other appropriate parties; <ul style="list-style-type: none">• Site control and security procedures;• Sampling and analysis protocols; and					