

December 28, 2021

Mayor Ezzy Ashcraft
Members of the Alameda City Council
SUBMITTED VIA E-MAIL

RE: Comments on Encinal Terminals Tidelands Exchange Master Plan – Agenda Item 7-B

Dear Mayor Ezzy Ashcraft and Members of the Alameda City Council,

We originally sent the subject request to the Alameda Planning Board in March. It calls for the addition of a clause in the Encinal Terminals development agreement that we are calling a Tidelands net benefit clause. The Planning Board acknowledged receiving the request, but they deferred the decision to you, saying a development agreement is outside of their jurisdiction.

The land use plan in the 2022 Encinal Terminals Tidelands Exchange Master Plan is virtually the same as in the 2017 Tidelands Exchange Master Plan. The main change to the land use plan from the 2017 plan to 2022 plan is that about 50 percent of the aging industrial concrete wharf will be removed over the proposed new state Tidelands. This reduction in size of the concrete wharf means the developer will save a lot of money in not having to retrofit as much of the wharf to meet higher structural safety standards for the new public open space use. It will also mean less risk of having to expend community funds on maintenance and to repair or replace the wharf after an earthquake effecting this liquefaction zone.

In 2017, the Sierra Club voiced concerns about the proposed Tidelands Exchange on the Encinal Terminals site because of the city's financial risk of maintaining the wharf and the insufficient attention to the marine environment. Those public risks and shortcomings outweighed the public benefits. The 2017 land swap would have left the City saddled with owning, on behalf of the people of California, an aging concrete wharf in a liquefaction zone, with only a "promissory note" of future project-fee assessments being sufficient to replace the structure if damaged beyond repair.

The 2017 Development Agreement allowed the developer to take 15 years to complete the project and provide the public benefits, which meant a failure of the wharf structure in the early years would have left the City with an unfunded mess to clean up. The term of the 2022 Development Agreement is also 15 years.

In summing up the current proposal, the developer is providing nothing more than the waterfront access community benefits that are mandated by law, regardless of whether those benefits are on state Tidelands. The current Tidelands exchange proposal provides great financial benefit to the developer, but provides no net increase in benefit to state Tidelands.

The Sierra Club recommends that the state receive a net benefit to its Tidelands as a result of relinquishing ownership of the existing Tidelands and ask that the City Council recommend the same.

The attention to the surrounding marine environment in both the 2017 plan and the 2022 plan is limited to enhancing the enjoyment of people who would live at and visit the site. But what about the remaining marine life in this once-thriving marshland? More opportunities for people to enjoy the outdoors along Alameda's shoreline are always welcome. But the Bay is not a theme park solely for the pleasure of people. It is a living ecosystem that we, as stewards of the environment, should earmark funds to enhance and restore after more than a century of degrading it.

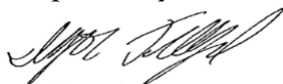
The Sierra Club's primary responsibility in public land exchanges is to promote the protection and restoration of biological and ecological values. This plan does little toward that end. The developer's lowered costs of construction activity on the waterfront will merely produce an incidental benefit of more daylight entering the water. We can achieve more.

Given that the developer is savings millions of dollars in its new plan, and the public is not gaining any more shoreline benefits than prescribed by law, the city should ask for something in return for giving up public tidelands for a lucrative development project. Since the opportunities for the developer to make in-Bay enhancements of the marine environment around its project are limited, the Sierra Club recommends that the developer be asked to contribute funds to the city's Tidelands Fund to be earmarked for Tidelands restoration elsewhere in Alameda.

The City just so happens to have a Tidelands restoration project ready to launch when it receives funding for planning. That project is De-Pave Park. The currently unfunded De-Pave Park master planning and permitting process could be launched by a \$2 million contribution to the City's Tidelands Fund. Time is wasting, costs are rising, and opportunities for construction funding are out of reach without a master plan. If the City is fortunate enough to win a planning grant from the San Francisco Bay Restoration Authority, the developer's \$2 million contribution to the City's Tidelands Fund could be put toward construction funding.

Please recommend a Tidelands "net benefit" clause in the master plan and that the development agreement and land exchange provide funding for De-Pave Park, a priority climate adaptation project of the City of Alameda's Climate Action and Resiliency Plan.

Respectfully,



Igor Tregub, Chair
Northern Alameda County Group
Sierra Club