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September 21, 2021

Oakland City Council
City Hall
One Frank Ogawa Plaza
Oakland, CA 94612

Re: Seaport Compatibility Measures for the Proposed Howard Terminal Project

Dear Oakland City Councilmembers,

We respectfully submit this letter to document and memorialize the many Seaport Compatibility Measures (SCM) which are outstanding and need to be resolved by the Oakland A's prior to the Howard Terminal Project moving forward. As you are all aware, guarantees of an effective set of enforceable, multi-decade Seaport Compatibility Measures for the proposed Howard Terminal project are critical to ensuring the Project will not impede or slow current waterfront operations and future seaport growth, threaten jobs, or increase congestion, local impacts, and increased air emissions.

In the framework already committed to by the Oakland A's and the Port of Oakland, Seaport Compatibility Measures are **"measures, designs, and operational standards to ensure that the [Howard Terminal] Project does not impact or interfere with the Port's use or operations outside of the Project.... including ... the Port's current or reasonably anticipated future use, operation, and development** of Port facilities, properties, and utilities of Port tenants, Port contractors, or operators engaged in the maritime use of the Port Area."

Establishing robust, enforceable, and fully funded Measures are fundamental to the core of this Project as they are the ONLY basis upon which the A's can fulfill this promise to hold the entire Port community harmless. However, to the best of our knowledge, NONE of the Seaport Compatibility Measures identified in this letter have yet been agreed to by the Oakland A's.

We are very pleased that the City Council reinforced at its meeting on July 20th the need for Seaport Compatibility Measures to be in place to protect the working waterfront and its workers from the inevitable impacts that will result if the Oakland A's proposal at Howard Terminal moves ahead. There must be a clear framework for all necessary SCMs to be addressed and committed to by the A's prior to the Council being presented with a final Development Agreement and Environmental Impact Report.

The City Council's embrace of SCMs is consistent with the broad policy statements of Mayor Schaaf, who has stated her support for a new waterfront ballpark on the basis that it can move forward while also "protecting our nearby world-class port." We agree with the Mayor that the need for the A's project to include protections for the seaport is critical if the Howard Terminal project is to move forward. The Council's policy direction to protect the Port is also consistent with and an explicit acknowledgement of the action taken by the Board of Port Commissioners, which formally required the development of Seaport Compatibility Measures as part of the current Term Sheet agreement between the Port and the Oakland A's. (Attachment D)

The Port Commissioners also required the A's to agree in that term sheet to an explicit prohibition on cross-subsidization of the Howard Terminal project from revenues generated by other Port businesses including at the seaport. (Section 8.1) In addition, the Port Commissioners required a process for reservation of property for the expansion of the Inner Harbor Turning Basin. These agreements set the stage for the Port to protect current and future seaport operations and investments – but only if these measures are effectively implemented and funded by the Oakland A's in good faith.

Some potential steps which may be taken to reduce Seaport incompatibility have already been identified, including the explicit accommodation for Turning Basin Expansion in the Port Term Sheet and some consideration of possible environmental impact mitigation measures listed in the Draft Environmental Impact Report.

These first steps towards compatibility are encouraging, however, taken alone these do not constitute an effective suite or exhaustive list of the Seaport Compatibility Measures necessary to ensure that there are no ongoing impacts to maritime activities at the Port of Oakland.

In November 2019, the Port of Oakland hosted an initial summit of interested parties representing all facets of the supply chain to discuss Howard Terminal issues and potential SCMs. A broad summary of that discussion is posted by the Port online at: https://www.portofoakland.com/wp-content/uploads/StakeholderFeedback_SCM_Conference_19Dec2019.pdf Following that summit, it was decided that direct substantive work on the Seaport Compatibility Measures process would wait until completion, publication, and the close of the comment period of the Draft EIR. A summary of the few mitigation measures in the DEIR which could also be considered to constitute SCMs was described in the letter from Port Executive Director Wan to this City Council for its July 20, 2021 meeting.

Subsequent to the DEIR publication and close of comment period, the Port of Oakland has recently resumed full discussions with its seaport stakeholders about what components must be included in a comprehensive package of Seaport Compatibility Measures. These meetings were segmented into discussions focused on individual seaport stakeholder groups per transportation sector; a trucking meeting was held on June 15th, a rail meeting was held on July 14th, and a maritime and navigation meeting was held on July 27th. Stakeholders have produced a number of suggested measures which are intended to work across all supply chain modes and others which are modal specific, but all of which are intended to insulate port operations and growth from Howard Terminal impacts and keep both the industry and labor whole with respect to current and future operations and investments.

The Port's staff and executive leadership has taken all comments and suggestions under advisement and are reviewing the feedback from stakeholders at this time, with the promise of a follow-up meeting at an undetermined future time.

The following is a summary of the outstanding proposals for Seaport Compatibility Measures that have been proposed for consideration by seaport stakeholders and are now currently under consideration by the Port of Oakland staff and which will ultimately need to be agreed to by the Oakland A's.

PROTECTION OF FUTURE PORT PROJECTS FROM HOWARD TERMINAL IMPACTS AND CLAIMS

It is imperative that there be general cross-sector measures which ensure that the Howard Terminal development and its operations will not impact future Port development projects. These measures need to be comprehensive, substantive, and enforceable for the decades of potential projects to be impacted by the Oakland A's and which would not have occurred "but for" their project.

To this end, the A's already agreed in the Port Term Sheet to the adoption of measures which "ensure that the Project does not impact or interfere with ... (i) the Port's current or reasonably anticipated future use, operation, and development of Port facilities, properties, and utilities of Port tenants, Port contractors, or operators engaged in the maritime use of the Port area; ... [and] (iii) measures to ensure that the future users, owners, lessees, and residents of and in the Project shall be notified of potential impacts of Port maritime and marine operations on their use and waive rights to claims arising therefrom..."

The only provisions discussed in this regard so far have been notices on title documents for future potential residents which are intended to be a potential defense against civil public nuisance claims. That is wholly inadequate at reaching the scope of protections needed to achieve the level of protection necessary to protect the Port and its supply chain partners.

Necessary Seaport Compatibility Measures to provide the level of protection agreed to by the Oakland A's to ensure that there are no impacts or interference with future Port usage and operations include:

- ***Oakland A's Agree to Support All Future Freight and Industrial Seaport Projects and Waive All Future Port Project Objections on Behalf of itself and Future Assigns, Tenants, and Customers***
To make this commitment effective and to functionally protect all future projects from the assertion of new rights or claims by the Oakland A's or their fans, tenants, residents, customers, employees, contractors, or business partners which would not have existed but for the development of Howard Terminal, the Oakland A's must agree by contract and as a condition of entitlement to support all future freight, seaport, and seaport-enhancing projects and industrial uses on all Port and non-Port administered surrounding parcels. This would be effectuated with an Agreement to affirmatively waive all objections, opposition, comments, and standing to bring complaints under any and all State or Federal discretionary funding, grant-making, or underwriting activities, project entitlements, development, building permit, or related administrative procedures (including CEQA), as well as any legal actions as a plaintiff against industrial operations in or adjacent to or in connection with the Port of Oakland and its related or derivative or contiguous industrial and supply chain operations.

All Assignees, Transferees, Lessees, Purchasers, Tenants, Customers of the Oakland A's, including all attendees at events at Howard Terminal, shall explicitly agree by contract to also support all future freight, seaport and seaport-enhancing projects and industrial uses on all Port

and non-Port administered surrounding parcels. By contract with the Oakland A's, all such rights shall be agreed to by an agreement of affirmative waiver with respect to any and all objections, opposition, comments, and standing to bring complaints under any and all State or Federal funding or underwriting activities, entitlement, development or related administrative procedures (including CEQA and other discretionary permit actions), or legal actions as a Plaintiff against industrial operations in or adjacent to or in connection with the Port of Oakland and its related, derivative, or contiguous industrial and supply chain operations.

All such agreements must be enforceable by significant liquidated damages clauses against the Oakland A's for every instance of breach.

- ***Future Environmental Impacts Mitigation Fee***

Oakland A's must also fund the future mitigation measures which will doubtlessly exist with respect to impacts from industrial projects on the residents, fans, businesses, and visitors on site which would not have existed "but for" the development of Howard Terminal on-site. To directly capitalize a Fund to begin to cover these inevitable expenses, the Oakland A's must agree to pay to the Port of Oakland an "Environmental Impacts Mitigation Fee" and to backstop the Fee with an initial fund deposit of a yet to be determined amount (\$ TBD million) due at the execution of their lease at Howard Terminal.

The Fee and initial fund proceeds would be collected for mitigation to offset ALL future specific and direct costs associated with any future environmental impacts mitigation necessary to clear future project approvals, including all CEQA/NEPA requirements and mitigation measures, which are due to, contributed to, cumulative of, proximate to, or resulting from the creation of the Oakland A's development at Howard Terminal.

Eligible costs for offsets include the additional costs of mitigations necessary to reduce impacts to a less than significant level that future industrial activities in the Port of Oakland (including railroad, trucking, and vessel operations and facilities) might have on the new residents, visitors, workers, and fans at Howard Terminal.

The ultimate size of the fee will vary with the size of recovery necessary to cover all the specific environmental impact costs on the industrial sector that would not have occurred but for the Oakland A's development of Howard Terminal. There is no upward limit on the fee and the liability of the Oakland A's is not limited by the size of the fund.

The Board of Port Commissioners shall set the fee collection rate and methodology to reflect full collection of all future environmental impacts. Oakland A's agree to pay Port of Oakland administrative costs for administration of the fee and the fund.

PROTECTION OF MARITIME AND NAVIGATION OPERATIONS, INFRASTRUCTURE, AND JOBS

With respect to vessel operations, marine terminal operations, and impacts to the maritime industry and its workers generally, the adoption of Seaport Compatibility Measures must support the Turning Basin Expansion as well as address issues with Waterway Safety and Seaport Operations.

- ***Turning Basin Expansion Commitments***

It is imperative that the Turning Basin Expansion and its related maritime reservation scenario included in and already agreed to in the Term Sheet be prioritized and made effective as the principal and primary development plan for this project. The Turning Basin Expansion is a compatibility measure with which there is no compromise for the maritime industry. If there is any effort at trying to make this project at all compatible with future Port growth, it must prioritize making the Turning Basin Expansion scenario the principal vision for this project and not just a procedural bump in the road and after-thought for the Oakland A's.

To ensure commitment to the Turning Basin Expansion is genuine, made in good faith, and will not be undermined in the future after the granting of entitlements for the project, all of the following should be adopted as Seaport Compatibility Measures:

- Oakland A's agree in writing and affirm to the public and City Council and BCDC that in order to maximize Seaport Compatibility with the proposed project the Maritime Reservation Scenario is the preferred and primary development scenario for Howard Terminal and that the non-Maritime Reservation Scenario is disfavored and a secondary development scenario for Howard Terminal which will not be the basis for development barring an affirmative rejection of the Maritime Reservation Scenario by the Board of Port Commissioners.
- Rewrite of the Final Terms for lease/sale of the Howard Terminal so all primary rights of ownership of the Maritime Reservation Scenario lands is retained by the Port of Oakland and that no more than a first right of refusal or limited option is granted to the Oakland A's in the Maritime Reservation Scenario lands for the duration of their lease. This aligns the Port rights with the preferred and primary development scenario and eliminates all risk of default entitlement to the Oakland A's for lands necessary for future Turning Basin Expansion solely based on a slower timetable for turning basin expansion or feasibility.
- Oakland A's and Port of Oakland agree that all public facing drawings, representations, descriptions, grant applications, reviews, and any other presentations of the potential future development of Howard Terminal feature the Maritime Reservation Scenario as the Preferred and Primary Development Scenario.
- Rewrite of the Oakland A's lease to allow for month-to-month tenancy and improvement on Maritime Reservation Scenario lands for temporary uses, including

parking, and open space access to the waterfront pending final decision on Turning Basin Expansion.

- Oakland A's Agree to ensure that On-Site Toxic Cleanup is planned, engineered, and completed in a manner which facilitates Turning Basin Expansion, including in any and all Removal Action Workplans, Feasibility Studies, or Removal Cleanup Management Plans, or any other documents submitted to DTSC, full site clean-up, clean removal, and construction of new under terminal diking or any other engineering necessary to proceed with Turning Basin Expansion under the Maritime Reservation Scenario which does not transfer the costs of site clean-up from the Oakland A's to the costs of Turning Basin excavation and dredging.
- Oakland A's contribute funds for the support of the Turning Basin Expansion (up to \$ TBD million per year) during the construction of the Turning Basin expansion to the Port of Oakland as a component of local match requirement funding for the project as required by the US Army Corps of Engineers.

- **Waterway Safety**

While the Draft EIR includes several approaches to address issues regarding waterway safety, these come nowhere near to providing either an adequate level of safety under CEQA or a level of assurance and commitment necessary to ensure that there are no impacts to Seaport Operations. To achieve the high level of commitment necessary for Seaport Compatibility Measures, all the following are recommended:

- Harbor Safety Committee, US Coast Guard, and WETA must be added to the list of "Approving Parties" for Howard Terminal safety Protocol Committee and process (DEIR, LUP-1a)
- Oakland A's and Port of Oakland agree to submit a request to the US Coast Guard for the designation of a Permanent Safety and Security Zone pertaining to all waterways surrounding Howard Terminal, including all navigational channels directly south and south-east of Howard Terminal extending to the foot of Broadway, the Inner Harbor Turning Basin to the west of Howard Terminal, and all areas surrounding the OPD and OFD pier and Ferry terminal to the extent these are located outside of the navigational channel.
- Oakland A's agree to indemnify the Port of Oakland and any Ocean Carriers, Marine Terminal Operators, Passenger Ferries, or any other commercial vessels, and those vessels' masters, mates, pilots, and crew, operating in the Permanent safety and Security Zone and all cargo owners, and their agents and assigns, for any liability or damages arising thereof from any accidents caused by any recreational vessels or small craft entering, anchoring, loitering, or traversing the Permanent Safety and Security Zone with the intention of entering, anchoring, loitering, or traversing the Permanent Safety and Security Zone in connection with an event occurring at Howard Terminal.

- Oakland A's agree to never seek permissions of the Captain of the Port for any anchoring, loitering, or berthing of any vessels within the navigable waters of the San Francisco Bay, including the waters of the Oakland Estuary and Inner Harbor, for any purpose ever other than for property maintenance. This restriction applies to all fireworks and "party" barges, which would be prohibited.
 - Oakland A's agree to never seek permission of the USCG for any imposition on any safety zone which may impede in any manner, or under any scenario, the transit of any commercial vessel in the Permanent Safety and Security Zone. This restriction applies to all fireworks and "party" barges, which would be prohibited.
 - Full mitigation measures in the Permanent Safety and Security Zone must include permanent anti-loitering protocols and enforcement. The Oakland A's must be committed to funding all OPD patrols of the Permanent Safety and Security Zone, not just during events at the stadium, but on a 24/7 basis and as dictated by navigational security and maritime safety needs.
 - Oakland A's shall cause to be introduced at City of Oakland and ordinance under which OPD shall be directed to issue citations to recreational boaters for all offenses (including 1st offense) of Harbors & Navigation Code §131(a) "A person who unlawfully obstructs the navigation of any navigable waters is guilty of a misdemeanor" for violations of loitering or anchoring in the Permanent Safety and Security Zone, and to always seek prosecution for maximum fines.
 - Oakland A's agree to indemnify the Port of Oakland and any Ocean Carriers, Marine Terminal Operators, Passenger Ferries, or any other commercial vessels, and those vessels' masters, mates, pilots, and crew, operating in the Permanent safety and Security Zone and all cargo owners, and their agents and assigns, for any liability or damages arising thereof from any accidents caused by or in part caused by any lighting impacts, including nighttime reflections or daytime glare, resulting from the construction of and operations of any of the facilities or buildings at Howard Terminal.
 - All Estuary-facing surfaces and All Westward-facing surfaces shall extend the glare restrictions existing on the first 60 feet of the building to the entirety of that side of each building. The exact placement and orientation of each building proposed for Howard Terminal is unknown, but proposed to be up to 600 feet tall, leaving 90% of the tallest buildings' surfaces unmitigated under DEIR BIO-1b (see DEIR, 4.10-30)
- ***Seaport Operations Impact Mitigations***

The Port of Oakland's seaport operations exist in a highly competitive global environment and since 2005-2006, California's containerized seaports have been losing discretionary cargo market share to competitors in Canada and on the US Gulf and East Coast. This has occurred despite large and significant new investments in infrastructure and equipment to both provide

for increased cargo volumes and for dramatically improved air quality in the Oakland seaport. The Port has stabilized its market share and regained lost cargo volumes in recent years, but the position of the Port remains ultra-competitive.

To ensure that future growth is not compromised by impacts of the Howard Terminal project as envisioned under the Seaport Compatibility Measures process all the following are recommended to protect industry investments, waterfront labor jobs, and environmental progress:

- Oakland A's shall agree to state publicly, "The health and growth of the maritime industry and its workforce at the Port of Oakland is the primary and preferred purpose of the Oakland waterfront, it is the intent of the Oakland A's that the development of Howard Terminal does not interfere with the health and growth of the maritime industry and its workforce, and if any residential, office, entertainment, or ballpark operations interfere with those operations, the Oakland A's take full ownership and responsibility and will immediately cease or mitigate those impacts."
- Maritime Operation Disruption Mitigation Fund
Oakland A's agree to deposit a significant fee (\$ TBD millions) with the Port of Oakland to be held as a "Maritime Operation Disruption Mitigation Fund" and then replenish the fund to a full deposit level on an annual basis through the duration of their lease. The Fund would be allowed to be used for mitigation to offset the costs associated with any disruption to regular operations of any ocean carrier or marine terminal operator due to or resulting from the construction and subsequent in situ operations of the Oakland A's development at Howard Terminal.

The Maritime Operation Disruption Mitigation Fund could be used to offset the costs of delays, slow-downs, channel blockages, collisions, accidents, or any other type of disruption of regular vessel service that would not have occurred but for the Oakland A's development of Howard Terminal. These would also include funding for costs associated with normal cargo operations at the port of Oakland that are interrupted due to disruptions that are caused by ballpark and event crowds, including for extended shifts, night gate operations, and overtime and weekends, whatever is needed to restore the lost cargo production time. The mitigation fund would continue in effect from the time the proposed real estate, ballpark complex building project construction begins through the end of the Project lease with the Port. Oakland A's agree to pay to the Port of Oakland the administrative costs for administration of the Fund.

- Non-Peak Hour Operations Mitigation Fund
Oakland A's agree to contribute funds to partially reimburse terminals for the costs of operating Night Gates to provide for opportunities for marine terminals to offer appointments for motor carriers to move cargo off-peak and outside of the window of normal operations to accommodate congestion associated with ballpark and event schedules. The A's contribution levels must at least provide funding for full complement

of labor on any additional night shifts. Oakland A's agree to pay to the Port of Oakland the administrative costs for administration of the Fund.

- Seaport Growth Impact Mitigation Fee
Oakland A's agree to pay to the Port of Oakland a "Seaport Growth Impact Mitigation Fee" at a rate to be decided by the Board of Port Commissioners based on annual throughput for any year where the Port Volumes exceed the "Slow" Annualized "Total TEU Forecast to 2050" for that particular year. The Basis for this Growth Impact Mitigation Fee is the "2019-2050 Bay Area Seaport Forecast" (revised Draft Final, November 19, 2019) prepared for BCDC.

The only future throughput scenario of the Forecast in which Howard Terminal is not identified as a critical pathway and therefore able to be dubbed surplus and no longer necessary for a Seaport Priority Use designation is the "Slow" growth forecast. Thus, if Howard Terminal is eliminated from the seaport usage designation on this basis, if total growth exceeds these projections in the future, then the Port and its workers will be damaged by the inability to respond by activating or utilizing this acreage.

To keep the waterfront workforce whole, in the case that the strong and moderate scenarios occur, the A's must pay a Growth Impact Mitigation Fee for every TEU over the Slow growth baseline, which would be distributed to the Oakland longshore labor force. The collected fee would be paid to the Port of Oakland and then the Port of Oakland would turn the total amount of the fund annually under a joint agreement to be reached with respect to the distribution of these funds by the Port of Oakland with the Pacific Maritime Association and International Longshore and Warehouse Union (PMA/ILWU). Oakland A's agree to pay Port of Oakland, PMA, and ILWU administrative costs for the administration of the fund and agreement.

PROTECTION OF TRUCKING OPERATIONS, INFRASTRUCTURE, AND JOBS

In the Port Term Sheet, the Oakland A's have agreed to the adoption of "(iv) measures to ensure that the Project minimizes vehicular congestion from the Project and avoids conflict vehicular and pedestrian traffic generated by the Project with Port seaport operations, including cargo truck routes and traffic."

With respect to the on-road operations of motor carriers and their dedicated workforce of thousands of truckers, the adoption of Seaport Compatibility Measures is critical to the protection of access to and from the Port of Oakland. This is in turn critical to the elimination of unnecessary congestion and resulting inefficiency, emissions, and community impacts, and to the competitiveness of the entire Port complex. If trucks cannot move, the Port doesn't work. With an eye towards the fact that the Port's future growth will require significantly more on-road infrastructure to support trucking, including maintenance and overweight corridor access, plus additional distribution center and transloading facilities, container and chassis staging acreage, and truck parking facilities, in addition to expected pressure from the West Oakland community to consolidate future transportation and industrial activities away from residential areas, and these Measures become even more critical to the preservation of future Port success.

Congestion is anathema to efficient on-road operations and safety is the principal concern of those operating within all transportation sectors, and the Howard Terminal project in particular poses numerous challenges with respect to both congestion and safety. The Oakland A's project intends to not only significantly increase the volume of all modes of transportation in an already congested corridor with virtually no new major transportation infrastructure improvements of any note, but it further intends to dissuade the usage of automobiles by purposefully inducing more congestion through its TDM plan that seeks both to reduce existing road network capacity and to increase pedestrian and cyclist utilization. These might be laudable and appreciable goals for a stadium and housing project, but through increased levels of congestion and guaranteed higher levels of negative safety interactions between trucks and pedestrians and bicyclists, they have virtually guaranteed negative outcomes for the Port, its customers, and its ability to grow in the future. Each of these outcomes is the exact opposite outcome of what is guaranteed to be guarded against under the Seaport Compatibility Measures.

As such, the obvious necessity for Seaport Compatibility Measures to provide the level of protection agreed to by the Oakland A's to ensure that there are no impacts or interference with future Port usage and operations by motor carriers and trucking operations focus on specifically requiring the Oakland A's to account for those impacts which would not occur but for the creation of Howard Terminal. These requirements on the Oakland A's must be specific to the built environment that exists today and also envision what improvements need to be made to accommodate future freight growth.

- ***Replace All Howard Terminal Displaced Truck and Container Acreage***

Howard Terminal acreage for truck parking and container staging needs to be replaced 1:1 short-term and 1:2 long-term. The Port needs to identify and Oakland A's need to purchase at their sole expense, and then grant back to the Port for operations for the duration of the Oakland A's lease term. These replacement ratios are intended to cover initially both the acreage to replace the acreage at Howard Terminal as well as for the acreage or storage capacity of any trucking or support facilities near the Port impacted by the Oakland A's Howard Terminal project, including induced growth effects which are specifically tied to the Howard Terminal plan under the Draft Downtown Oakland Specific Plan.

Preference for utilization of new space should be for the Owner operator population that has been using Howard Terminal to park and stage containers first and then for any additional usage impacted by Howard Terminal second. The identification of additional acreage should be agreed to occur upon a timeline to coincide with growth in total port container volumes.

- ***Trucking and Roadway Safety***

The Oakland A's must make investments in improved trucking access to and from the Port separate and apart from improved vehicular, pedestrian, and cyclist access to and from the stadium, housing, and office space at Howard Terminal, because none of these safety issues would exist but for the development by the Oakland A's. We hope that the Oakland A's join us in the sincere belief that, as the master developer which intends to bring millions of new people in cars, on foot, and on bicycles into a working port and heavy-industrial area, they have a moral

obligation and responsibility to pay for all of the improvements necessary to keep their fans, residents, and co-workers safe while keeping trucks and commerce moving smoothly and safely.

To achieve the highest levels of safety such that all traffic fatalities and injuries are minimized to the greatest extent possible, all the following are recommended:

- Create a permanent Industrial Zone in Downtown Oakland Specific Plan to cover all blocks west of MLK Jr, South of 880, North of Embarcadero West.
- On the 3rd Street Corridor within the Industrial Zone, remove and relocate the Bike Lane and eliminate Pedestrian Bulb-outs, prohibit AC Transit bus lines, and prohibit all game day parking. Removals of all pedestrian-focused transportation on 3rd street are consistent with goal of Concentration of Bike and Pedestrian Infrastructure on 7th Street (see DEIR Figure 1.1 “Transportation Vision”) and to limit utilization of 3rd Street to PORT and “Local” traffic. Segregation of travel modes to enhance safety and mobility will concentrate on 3rd Street as backbone of Industrial Buffer Zone west of MLK and trucking overweight corridor, by eliminating non-Port cars, HT “local” cars, game or event cars, all game or event pedestrians, and no bike lanes, while simultaneously maximizing and concentrate on 7th Street an alternative transportation corridor for bikes and pedestrians.
- Removal of “Local Traffic Only” Routing from 3rd Street and Adeline to Freeway and BART (Trans Appendix Figure 1-1). Move Traffic Control Officers off Adeline and 3rd and Adeline and 5th and move them to places where they restrict non-Port traffic before reaching Adeline and can stop and turn around vehicles and keep them from reaching these intersections in the first place. Non-port autos are to be redirected East and North, not West into the Port traffic pattern. For games and large events, the Traffic Control personnel and control concentrated to the East of the Stadium in Downtown and JLS need to be repositioned to the North and West of Howard Terminal to keep all fan and event traffic from the Port, away from 3rd street, and not traversing the Industrial Zone towards Adeline.
- Oakland A’s create a permanent ban of Howard Terminal parking, pedestrian access, or bicycle lanes in the Permanent Industrial Zone and on the Permanent Overweight Corridor.
- No Bike Lanes and all roads posted “Danger - Bikes Not Advised” on all lanes in parallel streets between Howard Terminal and 7th Street, West of MLK, in the Permanent Industrial Buffer Zone.
- Permanent restriction on public access to the marine terminal area with restrictions beginning at Grand, 7th Maritime at Grand, and Adeline at 3rd, with possible ID/TWIC exclusive area restrictions prior, during, and after events as necessary.

- Ban tailgating and any A's sponsored fan events from Middle Harbor Park.
- Oakland A's agree to indemnify the Port of Oakland, every Licensed Motor Carrier and their drivers operating in the Industrial Zone and the Port area, all cargo owners, and their agents and assigns, for any liability or damages arising thereof from any accidents caused by any A's fans, tenants, residents, customers, employees, contractors, or business partners traversing the Industrial Zone or the Port Area by vehicle, on foot, or on bike, regardless of fault, in conjunction with travel to or from Howard Terminal.
- ***Trucking and Roadway Infrastructure and Congestion Enhancement***
To achieve the high level of commitment of continuous and non-impacted trucking operations necessary for Seaport Compatibility all the following are recommended:
 - Oakland A's assessed costs of creating Truck Routing on Maritime Street, Frontage Road, 7th St, Middle Harbor/Adeline. This would be as dedicated truck-only lanes, diverting non-port related travel and/or dedicated truck-only on/off ramps. These provisions would include: Maintain Truck Access to the West Grand Exit off of 80/880; Designate Truck-only Ramp locations: 880 – 5th Street, 880- 7th, 880-Grand; All Ramps need to be graded for Overweight Cargo.
 - Oakland A's assessed direct fee to help fund the cost for Night Gates to provide for opportunities for motor carriers to move cargo off-peak. Oakland A's share must at least provide funding for full complement of labor on any additional night shifts, and night gate funding should be made available for gates to be open 5x week. Fee levels to be determined by the Board of Port Commissioners.
 - Oakland A's agree to fund creation of a separate staging lot that must be made available to trucks that arrive early to their appointments. Metering through staging lot availability will alleviate congestion on the roads leading to the central maritime area and at the terminal gates.
 - Oakland A's agree to Oppose removal of I-980 Freeway.
 - Oakland A's agree to Support of Permanent Overweight Corridor on 3rd Street and the Extended Overweight Corridor
 - Resolution of Overweight and Oversize Cargo Route issues on Adeline must be built into the Seaport Compatibility Measures process. These improvements must include Oakland A's contribution to the rebuilding and modernization of Adeline St Bridge or upgrade rail crossings to withstand Overweight and Oversize (18-20' high, 16' wide clearances) 150' turning radius to highway access. The Port of Oakland and City of Oakland must agree to a commitment for specific routing to the East Oakland San Leandro Corridor and all new development of new residential development along the corridor must be restricted.

- ***No Ballpark auto parking North of Howard Terminal and West of MLK, South of 880***
 - Enforced by City with all parking enforcement costs paid by the Oakland A's in the Industrial Zone
 - Industrial Zone customers, clients, workers allowed to continue to park as usual with establishment of parking permit programs or specification by use of a meter.
 - No long-term meters for non-permit parkers in Industrial Zone.
 - No new day-of parking lots, no existing lots allowed to give spaces to fans.
 - NO STADIUM PARKING allowed by any private lots and public street stalls.
 - Eliminate the proposed fan parking lot under the freeway between 5th and 6th east of Adeline.

PROTECTION OF RAILROAD OPERATIONS, INFRASTRUCTURE, AND JOBS

Railroad stakeholders have been consistent in their positions and requests of the Oakland A's to consider rail safety, operating, and infrastructure concerns. These are critical Seaport Compatibility Measures in addition to basic safety issues which impact passenger rail services and carriers in addition to freight activity on this rail line.

Unfortunately, the published DEIR did not fully address or incorporate these concerns, and as a result until the Oakland A's provide a comprehensive approach to rail transportation and safety these will remain outstanding Seaport Compatibility Measures. The Measures for rail are focused both on operational agreements and infrastructure development, most notably the need for a fully grade-separated project.

- ***Fully Grade Separate All Direct Howard Terminal Access Points***

To achieve the highest levels of rail safety all the following grade separation improvements and conditions are required to be met:

 - Oakland A's agree that all access to the new stadium and other new facilities constructed in relation to Howard Terminal must be grade-separated and clear span the rail right of way. Current rail operations entering and exiting Oakland rail terminals and the port often require trains to stop on the track adjacent to the Howard Terminal site. When this occurs, no vehicle or pedestrian access is available to the Project site.
 - Oakland A's agree that current crossings may not be used as points of public access for Project improvements and to update and improve construction plans to take this into

account. Current crossings are not reliable points of access during construction because they may often be occupied by trains, thereby preventing movement of construction vehicles, equipment, and personnel.

- Oakland A's agree that grade separations will preserve all direct road access for railroad customers and port tenants and that all such access points must be preserved.
 - Any work that impacts UPRR's property, including the addition of grade-separated crossings, must be agreed to, engineered to, and meet UPRR's standards prior to the initiation of any construction.
 - All improvements and any mitigation for the Howard Terminal project, including grade separations, must be done at no cost to UPRR and its customers, other rail carriers, and other Port users who have been assured that they will not bear the cost of any mitigations related to Howard Terminal, rendering it imperative that the Oakland A's commit to funding or identify designated funding sources prior to a term sheet being finalized.
- ***Additional Rail Safety Infrastructure Measures***
 - The Oakland A's must mitigate risks related to increased vehicular and pedestrian traffic in proximity to the tracks including, specifically, new safety and access issues that will be created at Jack London Square. That area already has complex issues related to a shared corridor for railroad tracks and Embarcadero Street and a high volume of pedestrians.
 - Fencing or similarly effective barriers must be constructed to prevent the public from entering the railroad right of way at unauthorized locations. The volume of new pedestrian traffic that will be introduced in the area will require installation of sufficiently durable and tall fencing to prevent people from intentionally or inadvertently entering the railroad right of way. This is a critical safety concern that must be addressed.
 - No part of the railroad right of way may be used for the Project. UPRR is preserving the full width of its right of way for future capacity needs and will not make any of it available for third-party development.
 - The Project must consider safety and access issues that will be created by the Project's parking plan. A plan for distributed parking will extend safety and access issues along a significant length of the railroad right of way.

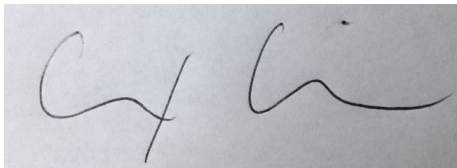
- ***Ongoing Rail Operations Measures***

The Oakland A's must make operational commitments to alleviate issues that would not exist or would not be compounded but for the development by the team at Howard Terminal.

- Oakland A's as master developer will acknowledge, support, and defer to all freight and passenger service providers and rail carriers operating on the rail fronting Howard Terminal and will agree to support UPRR and all other rail carriers' rights to control its own rail operations or accept proposals to change the timing of freight or passenger rail service without any accommodations for the Project, that UPRR and all other rail carriers will not modify its freight rail service as an accommodation for the Oakland A's.
- Oakland A's as master developer will acknowledge, support, and defer to all freight and passenger service providers and rail carriers operating on the rail fronting Howard Terminal and in so doing explicitly agree that construction and operations of the Howard Terminal will in no way infringe upon UPRR's or any other rail operators' common carrier obligations to carry commodities or all kinds in proximity and contiguous to the Howard Terminal project site.
- Oakland A's will state in writing and affirm to the public and City Council that it acknowledges that all freight and passenger service will continue unabated, unconstrained, and independent of any development of Howard Terminal and that the Oakland A's will support the operations of freight and passenger service in the future whereby train volumes may increase and new rail facilities may be constructed along the railroad right of way.
- Oakland A's agree that it will not seek or propose changes in the timing of any future rail services, freight or passenger, as an accommodation for the Howard Terminal project.
- The Howard Terminal project must accept responsibility for and endorse the usage of train horns and other noise inherent in rail operations as related to the impacts of the development of this property. By law, trains are required to sound their horns when approaching grade crossings. Crews also use horns as signals during ordinary operations and when necessary, to warn employees and members of the public that a train is approaching. The volume of a train's horn is set by law and cannot be reduced as an accommodation for the Project. The Oakland A's shall take affirmatively respond to any and all train horn and rail operations noise complaints.
- Oakland A's agree to indemnify the Port of Oakland, every Rail Carrier and their employees, all cargo owners, and their agents and assigns, for any liability or damages arising thereof from any accidents caused by any A's fans, tenants, residents, customers, employees, contractors, or business partners traversing the rail corridor by vehicle, on foot, or on bike, regardless of fault, on their way to any event or destination at Howard Terminal or leaving any event or point of origination at Howard Terminal.

It is imperative that each of these Measures be fully adopted as a condition of approval prior to granting the Oakland A's any entitlements or development rights to Howard Terminal. Please feel free to contact any of the undersigned to further discuss any of the proposed Seaport Compatibility Measures.

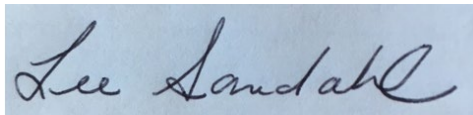
Sincerely,



Alex Cherin
California Trucking Association



Matt Schrap
Harbor Trucking Association



Lee Sandahl
ILWU Northern California District Council



Mike Jacob
Pacific Merchant Shipping Association



Adrian Guerrero
Union Pacific Railroad

cc: Hon. Libby Schaaf, Mayor, City of Oakland
Planning Commission, City of Oakland
Board of Port Commissioners, Port of Oakland
Executive Director Danny Wan, Port of Oakland