

Staff's Objections to Portions of the Sanders Declaration

Staff objects to the following excerpts of the Sanders Declaration as hearsay.

Paragraph 8:

“These meetings together with more detailed discussions with the U.S. Coast Guard (“USCG”) and National Oceanic and Atmospheric Administration (“NOAA”), prior to the issuance of the Permit, **resulted in an agreement** among all concerned that regular channel markers would be placed over the length of Westpoint Slough, but other buoys and markers in the navigable channel would not be allowed (other than an existing “no wake” buoy and other marks already located in the channel by the Port of Redwood City).” (emphasis added).

Staff objects to the above excerpt regarding any purported “agreement” about channel markers as hearsay.

Paragraph 9:

“This of course was **well understood by the USCG and NOAA** representatives, who detailed the channel marks and locations as well as additional no-wake signage to be used, and **made clear that the buoys** 100 feet from Greco Island would not be allowed as they would constitute navigational hazards.” (emphasis added).

Staff objects to the above excerpt regarding what was allegedly “well understood by the USCG and NOAA representatives,” as well as what these agencies allegedly “made clear” regarding the buoys as hearsay.

Paragraph 9:

“**This was clear to the source of this condition, Clyde Morris** at the U.S. Fish and Wildlife Service (“USFWS”), who **quickly understood** and the decision to use standard USFWS signs on the island was adopted. (emphasis added).

Staff objects to the above excerpt regarding what was allegedly “clear to ... Clyde Morris,” as

well as what Clyde Morris allegedly “quickly understood” regarding the USFWS signs as hearsay.

Paragraph 12:

BCDC staff required that the rowing facility be moved to the west side, and the harbor office, service dock (fuel, pumpout) moved to the east side, which required a number of design changes. (emphasis added).

Staff objects to the above excerpt regarding what allegedly “BCDC staff required,” concerning the rowing facility, harbor office, and service dock as hearsay.

Paragraph 29:

“In a February 2007 meeting, **Adrienne Klein questioned whether BCDC staff had received the dock plans.**” (emphasis added).

Staff objects to the above excerpt regarding what Adrienne Klein allegedly “questioned,” regarding the dock plans as hearsay.

Paragraph 35:

“Redwood City in issuing a conditional occupancy permit for Phase 1A **required the future Phase 2 and 3 areas to be restricted from public access** for safety reasons.” (emphasis added).

Staff objects to the above excerpt stating that that in issuing a permit Redwood City allegedly “required,” areas to be restricted from public access as hearsay.

Paragraph 42:

“In 2009, I coordinated with NOAA to update their Local Notice to Mariners to account for Westpoint Harbor. The **NOAA representatives** I worked with **informed me that they would submit the required notification to BCDC**, per their **common practice.**” (emphasis added).

Staff objects to the above excerpt regarding what the NOAA representatives allegedly

“informed,” Mr. Sanders regarding submission of the required notification to BCDC, as well as what is allegedly considered NOAA’s “common practice” as hearsay.

Paragraph 46:

“On March 14, 2012, **I was asked by Bill Moyer**, manager of Pacific Shores Center, to improve the fence between Westpoint Harbor and Pacific Shores in order to stop individuals from crossing the unsafe area on and over riprap placed in the ditch.” (emphasis added).

Staff objects to the above excerpt regarding what Mr. Sanders allegedly “was asked by Bill Moyer,” regarding fence improvement as hearsay.

Paragraph 47:

“Although the Violation Report/Complaint claims that BCDC staff confirmed with the onsite manager for Pacific Shores Center that there were no impediments to completing the trail between Pacific Shores Center and Westpoint Harbor, **Yvette Montoya and Carey Liggett, property managers for Pacific Shores Center both disputed this statement when I spoke with them. The previous manager, Kris Vargas informed me that she was pushed by BCDC’s Adrienne Klein to assert that there was no impediment to opening the gate. Ms. Vargas told me she was unwilling to make this statement and said she didn’t want to put the public or employees at risk.**” (emphasis added).

Staff objects to the above excerpt regarding what Yvette Montoya and Carey Liggett allegedly disputed, as well as what Kris Vargas allegedly informed Mr. Sanders about alleged pushback from Adrienne Klein as hearsay.

Paragraph 53:

In past discussions with BCDC staff concerning signage of the restrooms, **BCDC staff agreed restroom and shower access could be controlled for the safety of tenants and others, and provided suggested designs on signage for this purpose.** (emphasis added).

Staff objects to the above excerpt stating what, BCDC staff allegedly “agreed” to concerning

controlling restroom and shower access as hearsay.

Paragraph 72:

I hand-delivered the Westpoint Harbor Management and Operations Manual to Brad McCrea of BCDC in July 2007. **BCDC staff even remarked on specific portions** of the submittal when it was delivered in 2007. However, when I later discussed this submittal with Tom Sinclair in 2012, **he admitted that he had never looked at the document.** (emphasis added).

Staff objects to the above excerpt regarding alleged remarks by BCDC staff as well as Tom Sinclair's alleged admission concerning a document as hearsay.