

# Staff Report 28

**LESSEE:**

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California Department of Parks and Recreation

**PROPOSED ACTION:**

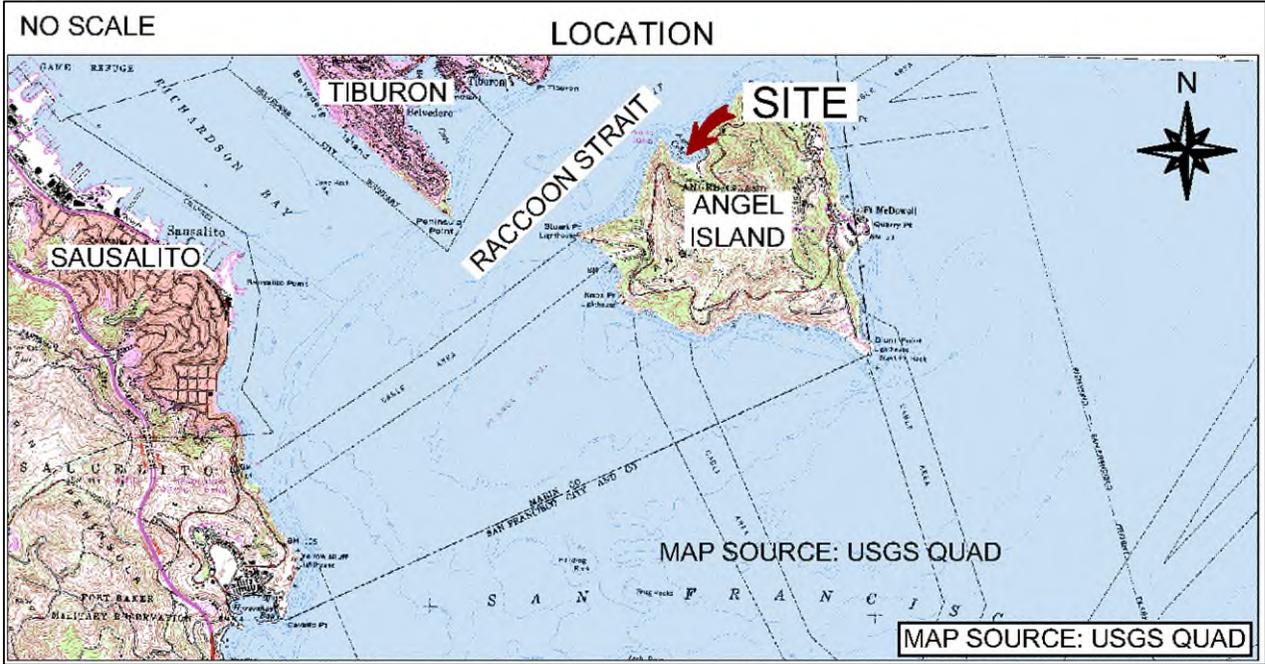
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Amendment of a General Lease – Public Agency Use.

**AREA, LAND TYPE, AND LOCATION:**

Sovereign land in Ayala Cove, Angel Island, Marin County (as shown in Figure 1).

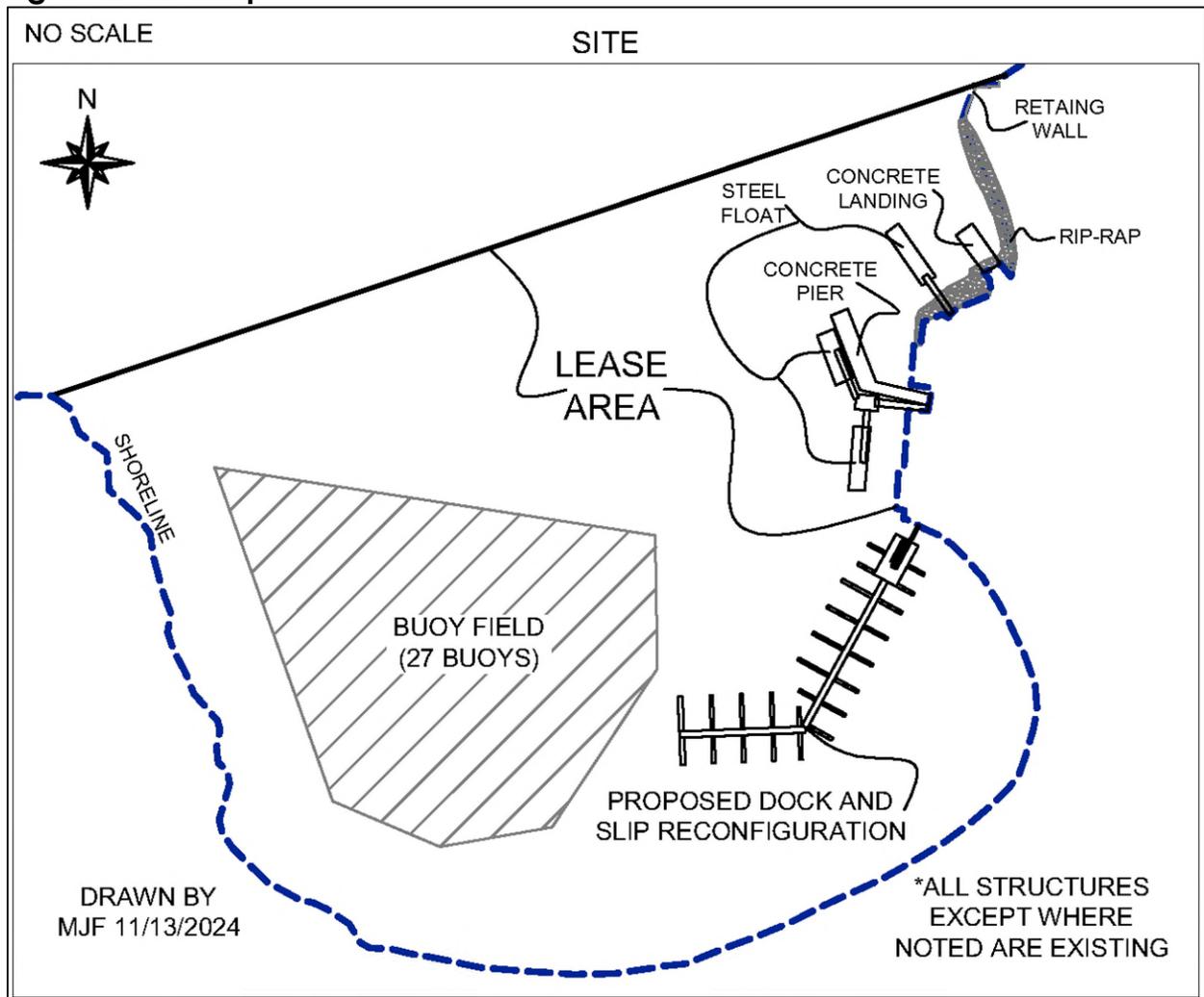
**Figure 1. Location**



**AUTHORIZED USE:**

Continued use and maintenance of an existing 48-berth floating wood dock, one concrete pier, one concrete landing ramp, three floating steel docks, three metal gangways, existing rip rap and protective structures, and 27 mooring buoys (as shown in Figure 2).

**Figure 2. Site Map**



NOTE: This depiction of the lease premises is based on unverified information provided by the Applicant or other parties and is not a waiver or limitation of any State interest in the subject or any other property.

**TERM:**

49 years, beginning August 17, 2008.

**CONSIDERATION:**

The public use and benefit; with the State reserving the right at any time to set a monetary rent if the Commission finds such action to be in the State's best interest.

**PROPOSED AMENDMENT:**

- Authorize replacement and reconfiguration of the 48-berth floating wood dock, including removal of all pilings, and installation of new pilings.
- Pilings shall be removed in their entirety. If the pilings cannot be removed in their entirety, the pilings shall be cut off 3 feet below the mudline.
- Lessee shall provide as-built drawings of the new dock facility within 90 days of project completion.

All other terms and conditions of the lease shall remain in effect without amendment.

**STAFF ANALYSIS AND RECOMMENDATION:**

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**AUTHORITY:**

Public Resources Code sections 6005, 6216, 6301, 6501.1, and 6503; California Code of Regulations, title 2, sections 2000 and 2003.

**PUBLIC TRUST AND STATE'S BEST INTERESTS:**

On August 11, 2009, the Commission authorized issuance of Lease Number PRC 2413 for a General Lease – Public Agency Use for a term of 49 years for the continued use and maintenance of an existing 48 berth floating wood dock, one concrete pier, one concrete landing ramp, three floating steel docks, three metal gangways, existing rip rap and protective structures; and 27 mooring buoys ([Item 41, August 11, 2009](#)). The lease will expire on August 16, 2057.

The Lessee is now applying for an amendment of lease for replacement and reconfiguration of the 48-berth floating wood dock, removal of all pilings, and installation of new pilings adjacent to Angel Island. The dock is estimated to be over 40 years old and has experienced deterioration through normal wear and tear and exposure to the elements. The Lessee has determined the dock has reached the end of its functional life and requires replacement.

Angel Island offers numerous hiking trails, campsites, and other recreational opportunities and is a popular destination for Bay Area residents and visitors. The Island is only accessible by boat, with visitors arriving by private boat or public ferry. Picnic and camping facilities are located just south of the docks. The docks are open year-round, available on a first-come, first-served basis, and for day-use only. The docks are connected to Angel Island with a gangway and landing apparatus.

The Lessee commissioned a site inspection of the docks to identify deficiencies. After review of the report, the Lessee determined the best course of action was to remove all timber piles and replace the entire floating dock system while keeping usable components such as the gangway and landing apparatus.

Project duration is anticipated to take up to six months and performed during the off season (September through May). Public access will continue to be available by ferry and nearby vessel mooring buoys during the construction period. If approved, construction activities will occur during daylight hours. The project will require the use of a barge-mounted crane, hydraulic or vibratory hammers for pile driving, and a barge for transporting materials. Staging will occur in the parking area to the north of the ferry dock. Construction equipment and materials will be transported by barge.

The existing floating docks and appurtenant facilities will be removed from the water in their entirety and placed on barges for transport to the mainland to be cut up on land and subsequently disposed of at an appropriate upland disposal site. A barge-mounted crane will be used to remove the existing timber piles. Piles will be loosened using a vibratory method and extracted by crane. The gangway and landing apparatus will be put aside and protected until reinstallation after construction of the replacement dock system.

New pre-cast concrete floating docks will be delivered to the site by barge. New piles constructed of either fiber-reinforced polymer or concrete with high density polyethylene sleeves placed over the piles will be driven from the waterside utilizing a floating barge and crane. Following new dock and pile installation, the gangway and landing apparatus will be reinstalled.

The proposed project would replace the deteriorated dock with a new dock allowing for ongoing use of the recreational boating facilities. The updated facilities will allow the public to continue to access Angel Island. Staff therefore believes the proposed amendment will not substantially interfere with the Public Trust needs and values at this location, at this time, and for the term of the lease. The proposed

replacement dock would occupy approximately the same area of sovereign land and, as a result, would not significantly alter the land.

**CLIMATE CHANGE:**

**INTRODUCTION:**

The climate crisis and rising sea levels are impacting coastal California now. As underscored in the [State of California Sea Level Rise Guidance](#) (Ocean Protection Council, 2024), the combination of extreme weather events and the persistent and accelerating rise in sea levels will lead to increased coastal hazards, such as wave runup, storm surges, flooding, and erosion. Shorelines will move inland due to rising seas, exposing more of the natural and human-built environment to coastal hazards. The resulting damage will occur repeatedly and incrementally over years and, in extreme cases, over the span of a few large winter storms. These impacts may affect the proposed replacement docks located in Ayala Cove, off of Angel Island in San Francisco Bay.

**DATA & PROJECTIONS:**

Sea levels along most of the California coast rose four to eight inches during the last century, and this trend will accelerate throughout this century. The current rate of sea level rise is triple the rate of the last century. There is growing confidence that by 2050 sea levels will be approximately ten inches higher than they were in 2000. The severity of sea level rise beyond 2050 is contingent on future levels of greenhouse gas emissions. The California Ocean Protection Council updated the State of California Sea Level Rise Guidance in 2024 to provide a synthesis of the best available science on sea level rise projections and rates for multiple emissions scenarios. To apply a precautionary approach, Commission staff evaluated the “intermediate-high” and “high” scenarios due to the vulnerability and exposure of the lease location and the continued global reliance on fossil fuels. The San Francisco tide gauge was used for the projected sea level rise scenario for the lease area, as listed in Table 1.

**Table 1. Projected Sea Level Rise for San Francisco**

<b>Year</b>	<b>Intermediate-High (feet)</b>	<b>High (feet)</b>
2040	0.7	0.8
2060	1.5	2.0
2080	3.0	4.1
2100	5.6	7.8

Source: Table 6, State of California Sea Level Rise Guidance: 2024 Update  
Note: Projections are with respect to a 2000 baseline.

**ANALYSIS:**

Commission staff used the online sea level rise mapping tool, [Our Coast Our Future](#), to evaluate risks to the lease premises and structures from sea level rise. At 0.8 feet of sea level rise, the lease premises will become regularly flooded and subjected to stronger and more frequent wave impacts and erosion, potentially damaging any structures or improvements on the lease premises. Based on sea level rise projections in Table 1, this could occur around 2040. However, episodic or short-term events, such as extreme storms, very high or King tides, and El Niño events, alone or in combination, increase the vulnerability of the lease premises and could expose it to flooding, wave runup and overtopping, and erosion much sooner.

As a result, the retaining wall and riprap, previously authorized but not part of the proposed project, may sustain substantial damage and degradation over the lease term, requiring more frequent repairs and maintenance to retain their function. Once waves start regularly colliding with the retaining wall and riprap, the reflected wave energy can erode the sediment below and surrounding the revetment, leading to structural instabilities. Reliance on the retaining wall and riprap is typically not a long-term or sustainable protection strategy because the retaining wall and riprap will provide diminishing protection as they become destabilized and rising sea levels exceed the conditions for which the retaining wall and riprap were originally designed.

While the retaining wall and riprap may protect the upland property, that protection comes at the expense of the intertidal zone in front of the retaining wall and riprap by covering and eliminating the intertidal area where they are placed and altering the natural coastal processes. As sea levels rise, the retaining wall and riprap will further accelerate the erosion and narrowing of the intertidal area by preventing it from migrating inland. The loss of intertidal areas harms critical habitats and ecosystem services, degrades the scenic quality of California's iconic coast, and impairs public coastal access and recreational uses. Additionally, the retaining wall and riprap may block public access to the shoreline in front of and adjacent to those structures, exacerbating the existing inequities in coastal access that affect many disadvantaged and tribal communities ([Reineman et al., 2017](#)).

This increase in sea level combined with more frequent and stronger storm events will likely expose the lease area to higher flood risks, comprised of greater total

water levels for longer periods of time. The project will reuse an existing gangway and remove and replace existing floating docks and pilings. The gangway and floating docks will rise and fall with tides and waves, increasing their resiliency to some sea level rise impacts. However, the pilings are fixed structures that may need future maintenance due to increased flood exposure and more frequent storm events, which will increase the structures' exposure to inundation, erosion, and wave action.

**RECOMMENDATIONS:**

Alternative strategies should be explored to protect the upland property and preserve the beach, including nature-based strategies (also referred to as 'natural shoreline infrastructure'), accommodation strategies, and relocating vulnerable structures further inland. These approaches can be more effective long-term because they interfere less with dynamic coastal processes, which will help to maintain the width of the beach, preserve public access and natural resources, and protect the upland property by buffering coastal hazards. Coordinating with adjacent properties and local governments to develop a regional approach could further enhance the effectiveness of these strategies.

Please refer to Section 4 of the Commission's report [Shoreline Adaptation and the Public Trust: Protecting California's Public Trust Resources from Sea Level Rise](#) for more information about various shoreline adaptation strategies and their advantages and disadvantages for mitigating coastal hazards and protecting Public Trust resources. Any future construction or activities on State land would require a separate authorization from the Commission.

Regular maintenance, as referenced in the terms of the lease, may reduce the likelihood of severe structural degradation or dislodgement. Pursuant to the proposed lease, the Lessee acknowledges that the lease premises and adjacent upland (not within the lease area) are located in an area that may be subject to the effects of climate change, including sea level rise and rising groundwater levels.

**CONCLUSION:**

For all the reasons above, staff believes approval of the proposed amendment of lease is consistent with the common law Public Trust Doctrine and is in the best interests of the State.

## **OTHER PERTINENT INFORMATION:**

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1. Approval or denial of the proposed amendment is a discretionary action by the Commission. Each time the Commission approves or rejects a use of sovereign land, it exercises legislatively delegated authority and responsibility as trustee of the State's Public Trust lands as authorized by law. The lessee has no right to a new lease or to renewal of any previous lease.
2. This action is consistent with the "Leading Climate Activism," and "Meeting Evolving Public Trust Needs," Strategic Focus Areas of the Commission's 2021-2025 Strategic Plan.
3. Staff recommends that the Commission find that this activity is exempt from the requirements of the California Environmental Quality Act (CEQA) as a categorically exempt project. The project is exempt under Class 2, Replacement or Reconstruction; California Code of Regulations, title 14, section 15302.

Authority: Public Resources Code section 21084 and California Code of Regulations, title 14, section 15061.

## **APPROVALS REQUIRED:**

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- U.S. Army Corps of Engineers
- San Francisco Bay Regional Water Quality Control Board
- San Francisco Bay Conservation Development Commission

## **RECOMMENDED ACTION:**

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It is recommended that the Commission:

### **CEQA FINDING:**

Find that the activity is exempt from the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15061 as a categorically exempt project, Class 2, Replacement or Reconstruction; California Code of Regulations, title 14, section 15302.

**PUBLIC TRUST AND STATE'S BEST INTERESTS:**

Find that the proposed amendment of the lease is consistent with the common law Public Trust Doctrine and is in the best interests of the State.

**AUTHORIZATION:**

Authorize amendment of the lease, effective June 3, 2025; to allow for replacement and reconfiguration of the 48-berth floating wood dock, including removal of all pilings and installation of new pilings; Lessee shall provide as-built drawings of the new dock facility within 90 days of project completion; all other terms and conditions of the lease will remain in effect without amendment.