



To: Mayor and City Council

From: Michael Chandler, Assistant to the City Manager

Subject: Consideration and Possible Approval of an Access Agreement with Prop SF and Almar Marina Management to Allow Access to the Public Dock at the Martinez Marina

Date: May 26, 2016

Recommendation

Adopt resolution approving an Access Agreement with Prop SF and Almar Marina Management Inc. (“Almar”) to allow use of the Martinez Marina public dock and a portion of the parking area for private charter ferry service from the Martinez Marina by Prop SF, authorizing the Mayor to execute same subject to minor modifications approved by the City Manager and City Attorney and finding such action exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines Section 15301, Existing Facilities.

Background

As was discussed at the May 4, 2016 City Council Meeting, the City of Martinez, Almar and Prop SF (“Prop”), a private charter business out of Alameda, California, have held discussions during the past two months regarding the potential for Prop to operate a private ferry service out of the Martinez Marina. Initially, this ferry service would involve private charter of two Catamaran vessels, each equipped to transfer 49 people from Martinez to San Francisco and back (meaning up to two pickups and two drop-offs per day). Given the low draft requirements of these vessels (only 18”), the existing public dock at the Martinez Marina will be sufficient to accommodate this request.

In addition to the use of the public dock, Prop has requested a non-exclusive right to use up to 50 parking spaces in the public parking areas directly south and east of the public dock, between the hours of 5 a.m. and 5 p.m., Monday through Friday. The City Council directed staff by motion at the May 4, 2016 Council Meeting to negotiate the Access Agreement and bring it back for Council consideration at the June 1, 2016 meeting.

Prop is not providing compensation to the City or Almar for use of the public dock during this initial charter phase of operations, as this charter use of the City Marina facilities is intended as a private service which will reduce traffic impacts on the I-680 and Highway 4 corridors. More importantly, this ferry service provides a test project for the potential of future expanded public service at the Martinez Marina. Prop has agreed to construct an upgrade to the handrail of the public dock in order to allow safe use of the dock for these purposes.

The initial term of the agreement is proposed to go to August 1, 2021, but is subject to the provisions relating to State legislation transferring ownership of the Marina Property to the City, including the requirement for the City to develop the Marina Land Use Plan by January 1, 2020.

The general terms of the agreement include the following basic provisions:

1. Use of the guest dock during designated drop off and pick up times Monday through Friday and non-exclusive use of up to 50 parking spaces in the public parking areas directly south and east of the public dock, between the hours of 5 a.m. and 5 p.m., on the same days.
2. At least ten business (10) days prior to the start of Prop's chartered service at the Marina Property, and at least ten (10) business days prior to any change of service, Prop will provide to City and Almar a written notice of the schedule of the pick up and drop off times associated with Prop's charter service at the Marina. Almar will use its best efforts to ensure that the dock area is open for loading and unloading during the scheduled pick up and drop off times.
3. Prop will be responsible for construction of an upgrade of the handrail to the dock, subject to the review and approval of the City Engineer and Almar.
4. Prop's use of the Marina Property will be in its "as is" condition with no representations from the City or Almar as to the condition of the Waterfront Property or Marina Property, and Prop shall indemnify the City and Almar from any liability associated with the operation of the charter ferry service, use of the Marina, public dock and/or parking area (including injury to persons and damage to property associated with the condition of the Marina, public dock and/or parking area), or the depth of water in the Marina at any time.
5. Insurance coverage of \$2M per occurrence for commercial general liability, including personal injury and property damage coverages naming the City and Almar as additional insureds, and worker's compensation coverage including a waiver of subrogation in favor of the City and Almar.

Fiscal Impact

The City will bear no direct financial obligation through affording Prop use of the Marina through this Access Agreement. Introduction of this new private ferry service may provide economic development opportunities for local businesses and, if proven viable, this private service could expand into a more comprehensive public ferry service model.

Attachments

- Access Agreement (with Exhibits A-D)
- Resolution

APPROVED BY:



Acting City Manager

Attachment A

AGREEMENT FOR ACCESS – PROP SF- MARTINEZ MARINA

This Agreement for Access is entered into this ____ day of June, 2016 by and between the City of Martinez, a municipal corporation and general law City (“City”), Prop SF (“Prop”), a California Corporation, and Almar Management Inc., a California Corporation (“Almar”) to provide the general parameters under which Prop will conduct daily private charter ferry service from the Martinez Marina to destinations determined by agreements between Prop and the entity arranging for such charter service.

RECITALS

WHEREAS, City is the owner of that certain real property situated in the City of Martinez, Contra Costa County, California, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (“Waterfront Property”); and

WHEREAS, the Waterfront Property includes certain improvements which are used by lessees and the public at large for water related activities, including, but not limited to several leased structures, a harbormaster’s office, marina, dock improvements and numerous parking spaces. The dock improvements located at the marina include a public dock which is available to members of the public for loading and unloading of vessels; and

WHEREAS, Almar entered into a Management Agreement with City dated July 20, 2005. Pursuant to the Management Agreement, Almar operates the marina at the Waterfront Property. The marina consists of the area including the harbormaster’s office and the docks (including the public dock) as more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference (“Marina Property”); and

WHEREAS, Prop provides a private charter ferry service under contract to various entities who desire to travel by water and has ongoing operations in other areas of the San Francisco Bay Area; and

WHEREAS, Prop desires to schedule an additional stop at the public dock located at the Marina Property in order to pick up and drop off passengers up to four times per day (two pick ups and two drop offs) associated with Prop’s private charter service. The location of the public dock is more specifically described in **Exhibit C**, attached hereto and incorporated herein by reference. In addition, Prop desires non-exclusive access to use up to 50 spaces within the adjacent parking area located primarily to the south and east of the Marina Property as more particularly described in **Exhibit D**, (the “Parking Area”). Prop desires to use the Parking Area on a non-exclusive basis between the hours of 5:00 a.m. and 5 p.m.; and

WHEREAS, City and Almar are supportive of Prop’s charter ferry service at the Marina Property and desire to permit Prop vessels to use the public dock at the Marina Property for the purposes of pick up and drop off passengers up to four times per day (two pick ups and two drop offs) associated with Prop’s private charter service and to permit the non-exclusive use of the Parking Area for the parking of passenger vehicles, in accordance with the terms and conditions of this Access Agreement.

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NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. City and Almar herein grant permission to Prop to access the public dock described in Exhibit C in order to pick up and drop off passengers up to four times per day (two pick ups and two drop offs) associated with Prop's private charter service. In addition, City agrees to provide non-exclusive access for use of up to 50 spaces within the Parking Area, Monday through Friday between the hours of 5:00 a.m. and 5 p.m. in order to permit passengers of Prop to park their vehicles in the Parking Area. The Parties hereto acknowledge that no specific number of parking spaces is guaranteed by this Agreement and the City reserves the right to allocate parking spaces within the Parking Area for the exclusive use of commuter parking Monday through Friday. Prop shall not use or occupy, nor permit or suffer the Waterfront Property or the Marina Property or any part thereof to be used or occupied for any unlawful, noisy, hazardous or illegal business, use or purpose, or for any business, use or purpose in violation of any present or future laws, ordinances or regulations of the City or any other federal, state or local governmental entity. Prop shall obtain and maintain in good standing all Permits and Entitlements from, and make all submittals required by, agencies with jurisdiction over Prop's contemplated activities as set forth herein. Prop shall, at all times, conduct its activities hereunder in compliance with any and all said Permits and Entitlements and shall immediately notify the City, in writing, of any violation or notice of violation of same. In the event Prop violates or receives notice of violating any of the Permits and Entitlements, it shall take immediate action to cure or remedy the violation in accordance with applicable laws and/or the directives of the agency whose permit or entitlement has been violated.
2. The Term of this Access Agreement shall commence as of the date first written above and will continue until August 1, 2021. Pursuant to the terms of the legislation granting to the City the Waterfront Property, the City is required to prepare a land use plan for the Waterfront Property, which plan shall be submitted to the state on or before January 1, 2020. As part of the land use plan process, the City may develop plans to: (a) modify the land side development of the Waterfront Property, including the Parking Area; (b) add additional uses and structures to the Waterfront Property; and/or (c) modify the Marina Property. Based upon these plans, changes to the use of the Waterfront Property and/or the Marina Property may require modifications to this Access Agreement and the operations of Prop at the Waterfront Property and/or Marina Property, in such event, the parties hereto will meet and confer in good faith to attempt to reach agreement to modify this Access Agreement consistent with the land use plan. In the event that the parties cannot reach agreement regarding said modification, this Access Agreement shall terminate and be of no further force and effect. It is expressly understood that neither the City nor Almar can guarantee approval of the land use plan by the state nor extension or modification of this Access Agreement or access as a result of the land use plan approval process. Either the City or Prop may terminate this Agreement without fault or penalty upon providing a ninety (90) day written notice to the other the other party. The respective rights

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granted to each party under this Agreement are individual and independent.

3. A. Prop acknowledges and represents (i) that Prop is entering into this Access Agreement solely in reliance on Prop's own investigation, and that no other representations or warranties of any kind whatsoever, express or implied, have been made by City, Almar or their respective agents, officers, employees or representatives, (ii) that Prop has reviewed, fully understands, accepts and shall perform its obligations hereunder in compliance with all grants, loans, leases, stipulations and other agreements between the City, the state of California and the State Lands Commission as well as all applicable provisions of the California Harbors and Navigation Code, and all other federal, state and local laws, rules and regulations pertinent to the Waterfront Property and Marina Property, (iii) that Prop has had ample opportunity and access to all relevant parts of the Waterfront Property and Marina Property to inspect and ascertain, to its entire satisfaction, whether the Waterfront Property and Marina Property are suitable to its needs and can be improved, used, maintained and operated in accordance with this Access Agreement, (iv) that Prop has had ample access to and has read, understands and finds acceptable all reports, investigations, studies, evaluations and all other documents regarding the Waterfront Property and Marina Property, including, but not limited to, the City's files pertaining thereto, environmental studies, bathymetrical depth reports, and other reports and documents Prop deemed necessary to its decision to enter this Access Agreement, and (v) that Prop is entirely satisfied as to the Waterfront Property and Marina Property 's (a) compliance or noncompliance with applicable laws, codes, rules and regulations, including but not limited to fire safety, health safety, hazardous materials and other code standards and all other applicable governmental and other requirements, and (b) physical condition, environmental condition, title, and all other aspects of such property to be used by Prop and each component thereof, including but not limited to, investigation of the presence of any hazardous wastes, substances or materials as those terms may be defined by any law, ordinance and/or regulation of any regulatory agency with jurisdiction, at and surrounding such properties; determination of suitability of such properties for the uses contemplated herein; investigation of conditions, at, of and surrounding such properties, including, but not limited to, geotechnical, soils, drainage, flooding, subsidence, erosion, stormwater, earthquake, fault rupture, ground shaking, liquefaction, seiche, tsunami, unstable soils, expansive soils, effect of tides, (including, but not limited to King Tide conditions), parking, access, lighting, and utility availability; investigation and determination of the costs and other financial considerations associated with this Access Agreement and the uses and improvements contemplated herein and/or the fitness of such properties or any improvements located thereon, for Prop's intended use, and/or the compliance of such properties and/or any improvements located thereon with any applicable laws, rules and regulations, including, without limitation, the Americans With Disabilities Act of 1990. Prop warrants and represents that it is a sophisticated owner, operator, manager and developer of ferry services, and is familiar and experienced with the requirements for the development, management, financing, operation and ownership of same.

- B. Prop specifically acknowledges that except as otherwise may be expressly

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provided in this Access Agreement, neither City nor Almar has made any representations concerning the condition of the Waterfront Property or the Marina Property or any improvements located thereon, including, without limitation, investigation of the presence of any hazardous wastes, substances or materials as those terms may be defined by any law, ordinance and/or regulation of any regulatory agency with jurisdiction, at and surrounding such properties; investigation of conditions, at, of and surrounding such properties, including, but not limited to, geotechnical, soils, drainage, flooding, subsidence, erosion, stormwater, earthquake, fault rupture, ground shaking, liquefaction, seiche, tsunami, unstable soils, expansive soils, effect of tides, (including, but not limited to King Tide conditions), parking, access, lighting, and utility availability; investigation and determination of the costs and other financial considerations associated with the uses and improvements contemplated and/or the fitness of such properties or any improvements located thereon, for Prop's intended use, and/or the compliance of such properties and/or any improvements located thereon with any applicable laws, including, without limitation, the Americans With Disabilities Act of 1990.

4. At least ten business (10) days prior to the start of Prop's chartered service at the Marina Property, and at least ten (10) business days prior to any change of service, Prop will provide to City and Almar a written notice of the schedule of the pick up and drop off times ("Scheduled Docking Times") associated with Prop's charter service at the Marina Property. Almar will use its best efforts to ensure that a space sufficient for the docking of a 49 foot catamaran type ferry vessel is present at the public dock for 15 minutes before and 30 minutes after the noticed Scheduled Docking Times, it being expressly understood that as a public dock, the public at large also has access to the dock and the access of Prop as set forth herein is non-exclusive. Therefore, neither City nor Almar guarantee unimpeded access to the public dock at the Scheduled Docking Times.
5. Prop shall, at its sole cost and expense, install any improvements necessary to permit Prop's private chartered ferry service to use the public dock at the Marina Property, including, but not limited to, a railing for the safety of passengers. Prop shall obtain all of the necessary permits and entitlements to construct any such works of improvement prior to the commencement thereof and shall obtain the advance written approval of the City Engineer or his/her designee prior to the application for any such improvements. Prior to the approval of such works of improvements by the City Engineer, and as a condition of approval thereof, Prop shall provide to City a copy of Prop's proposed contract with the construction contractor who shall perform said work on behalf of Prop ("Proposed Construction Contract"). Said Proposed Construction Contract shall name the City and Almar and the State of California (if so required by the City) as a third party beneficiary, provide for insurance complying with the terms and conditions of this Agreement to be held by contractor and shall provide for performance and labor and materials bonds with the City as beneficiary in the full amount of the costs of construction to be issued in a form acceptable to the City. Said Proposed Construction Contract shall be subject to the review and approval of the City prior to the issuance of and permit or approval to perform such work. City approval of said Proposed Construction Contract shall not be

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unreasonably withheld. Prop shall not commence any construction on the Property until approval of the Proposed Construction Contract, bonds and insurance required therein and issuance of valid permits for such work. Prop must process such application(s) for all required permits to a successful conclusion in accordance with the applicable federal, state and local, laws, rules and regulations which shall govern the issuance of such permit(s). Prop warrants that all improvements it constructs or installs on the Marina Property shall comply with all applicable federal, state and local laws, rules and regulations (“Laws”), including Laws relating to disabled or handicapped persons, such as, without limitation, the Americans With Disabilities Act of 1990. In addition, construction or installation of such improvements shall not commence unless and until Lessee, or its licensed contractor, shall have secured, at no cost to the City, all necessary permits, including; but not limited to, building permits and any necessary approvals and permits from any governmental agency having jurisdiction over the proposed improvements. Prop agrees to comply with all terms and conditions of permits whether secured by Prop or the City. Prop shall diligently prosecute to completion the construction of such improvements and all other work required by this paragraph. Prop shall be responsible for the repair of any portion of the Marina Property, improvements or other facilities which are damaged as a result of Prop’s construction activities.

6. A. Neither City nor Almar shall in any event whatsoever be liable for any injury or damage to any property or to any person in or about the Waterfront Property or the Marina Property and its improvements or appurtenances, nor for any injury or damage to any property belonging to Prop or Prop’s passengers or to any other person which may be caused by any cause whatsoever, including, but not limited to: the presence of any hazardous wastes, substances or materials as those terms may be defined by any law, ordinance and/or regulation of any regulatory agency with jurisdiction, at and surrounding the Waterfront and/or Marina Property; the effects of any geotechnical, soils, drainage, flooding, subsidence, erosion, stormwater, earthquake, fault rupture, ground shaking, liquefaction, seiche, tsunami, unstable soils, expansive soils, tides, (including, but not limited to King Tide conditions) conditions, the condition or availability of the Parking Area or parking, access, lighting, and utility availability, any fire, breakage, leakage, flooding or defect or by water, flooding or rain that may leak into, issue or flow from or to any part of the Waterfront Property, Marina Property, Parking Area or areas of egress or ingress to such properties; the use, misuse or abuse of any of the Waterfront Property or Marina Property structures or improvements located thereon, areas of egress or ingress, or which may arise from any other cause whatsoever, except to the extent caused by the gross negligence or willful misconduct of the City or Almar or their respective City's agents or breach of any of the representations and/or obligations of City or Almar hereunder.
- B. Prop shall indemnify, defend, protect, and hold harmless City and Almar and their respective officials, officers, employees, and agents, from and against all liabilities, suits, obligations, fines, damages, penalties, demands, claims, costs, charges and expenses, including without limitation reasonable fees of attorneys, architects and consultants, which may be imposed upon or incurred by or asserted

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against City and/or Almar and arising directly or indirectly out of any of the following except to the extent caused by the gross negligence or willful misconduct of the City or Almar or their respective City's agents or breach of any of the representations and/or obligations of City or Almar hereunder:

- (1) any work, act or event occurring on the Waterfront Property and/or the Marina Property or any part thereof, or any work, act or event occurring in any area adjacent to such properties and related to the activities of Prop or Prop's agents;
- (2) Prop's uses authorized by this Agreement including claims by Prop, its officers, agents, employees, guests, invitees, or passengers arising out of or relating to the condition use, possession, occupation, alteration, repair, operation, maintenance or management of the Waterfront Property and/or the Marina Property or the fitness of said property for the uses contemplated herein, including, but not limited to, any claims or damages that may result from any of the conditions set forth in paragraph 6.A, above;
- (3) any act or omission on the part of Prop or any of Prop's passengers, contractors, employees, agents, licensees or invitees;
- (4) any lien or claim which may be alleged to have arisen against or on the Waterfront Property and/or the Marina Property under the laws of the State of California or of any other governmental authority as a result of Prop's activities hereunder;
- (5) any breach by Prop of any of its representations and/or obligations under this Access Agreement;
- (6) any violation of any Environmental Law, applicable fire safety, health safety, building code standard or any other standard, regulation or law by Prop.

C. City shall, indemnify, defend, protect, and hold harmless Prop, its officers, agents, and employees, from any and all loss, liability, expense, claims, costs, suits and damages, including reasonable attorney's fees, arising out of or connected with the City's use of the Waterfront Property and/or the Marina Property.

D. Almar shall, indemnify, defend, protect, and hold harmless Prop, its officers, agents, and employees, from any and all loss, liability, expense, claims, costs, suits and damages, including reasonable attorney's fees, arising out of or connected with the Almar's use of the Waterfront Property and/or the Marina Property.

E. This paragraph 6 and each subsection hereof shall survive termination of this Access Agreement.

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7. Prop shall maintain during the term hereof liability and worker's compensation coverage relating to all activities of Prop at the Waterfront property and/or Marina Property. Prop shall deliver to City certificates and endorsements of insurance or self insurance as follows:

A. Workers' Compensation Insurance to cover the employees of Prop as required by the Labor Code of the State of California for all employees performing work at the waterfront Property and/or the marina Property. Prop will also require all contractors and subcontractors performing work at such properties to maintain during the term of this Access Agreement such work worker's compensation coverage for all of the contractor/subcontractors' employees. Each Workers' Compensation policy shall be endorsed with the provision that it will not be canceled or altered without first giving thirty (30) days prior notice to City and Almar. Said Worker's Compensation policy shall have the following endorsement:

"All rights of subrogation are hereby waived against the City of Martinez and Almar Management Inc. and their respective officers and employees when acting within the scope of their appointment or employment".

B. Commercial General Liability Insurance coverage including personal injury and property damage coverage for all activities of Prop its board, officers, agents, employees and contractors arising out of or in connection with this Access Agreement and the activities contemplated hereunder, including, but not limited to use of the Waterfront Property and the Marina Property, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, products liability and completed operations, X,C,U hazards, vehicle coverage and non- owned auto liability coverage in an amount no less than \$2 million dollars combined single limit personal injury and property damage for each occurrence.

Each such policy shall be endorsed with the following specific language:

The City of Martinez and Almar Management Inc. are named as additional insureds for all liability arising out of the work performed by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly, or indirectly, arising out of or in connection with the acts, errors and omissions of Prop pursuant to this Access Agreement and the activities contemplated hereunder, including, but not limited to use of the Waterfront Property and the Marina Property.

The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

The insurance provided is primary and no insurance held or owned by the City or Almar shall be called upon to contribute to a loss.

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The coverage provided by this policy shall not be canceled without thirty (30) days' prior written notice given to the City.

8. All notices pursuant to this Agreement shall be addressed as set forth or as either party may subsequently designate by written notice and shall be sent through the United States mail or by personal delivery:

Prop SF LLC
James Jaber CEO
3100 Gibbons DR
Alameda, CA 94501

City of Martinez
Attn: City Manager
525 Henrietta Street
Martinez, CA

Almar Management, Inc.
Jim Hayes, V.P. of Operations
370 Amapola Ave., Suite 207
Torrance, CA 90501

9. Prop shall not assign this Access Agreement without the express written consent of the City, which consent may be withheld for any or no reason whatsoever. Unless otherwise provided herein the terms, covenants and conditions herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, all whom shall be jointly and severally liable hereunder.
10. This Access Agreement contains the entire understanding of the Parties, and by accepting the same, Prop acknowledges that there is no other written or oral understanding between the Parties in respect to the use or access to the Waterfront Property and/or Marina Property or the activities contemplated hereunder. No modification, amendment, or alteration of this Access Agreement shall be valid unless it is in writing and signed by the Parties hereto.
11. If any term, covenant, condition or provision of this Access Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. The parties hereto agree and acknowledge that under no circumstances shall this Access Agreement be construed to constitute a lease, or estate in the real property which is the subject of this Access Agreement.

[SIGNATURES ON PAGE IMMEDIATELY FOLLOWING]

Attachment A

PROP SF:

CITY OF MARTINEZ:

Prop SF
By: _____, its _____

By: Rob Schroder, Mayor

Approved as to Form:

Approved as to Form:

Veronica A. F. Nebb
Sr. Assistant City Attorney

ALMAR MANAGEMENT, INC

By: _____ its _____

Approved as to Form:

EXHIBIT A

DESCRIPTION OF THE PROPERTY

Commencing at the intersection of the north line of Tideland Survey No. 9 and the west line of North Court Street as shown on Map of "City of Martinez Waterfront Area" filed March 10, 1955, in Volume 16, Pages 39 to 43, Licensed Surveyor's Maps in the Office of the Contra Costa County Recorder; thence South 20° 03' 30" East 240.00 feet to the true point of beginning; thence South 69° 56' 30" West 50.00 feet to the centerline of North Court Street; thence North 20° 03' 30" West 630.00 feet along the centerline of North Court Street; thence leaving said centerline North 63° 05' 00" West 410.36 feet; thence North 20° 03' 30" West 530.00 feet; thence North 17° 02' 14" East 272.81 feet; thence North 16° 00' 00" West 380.00 feet; thence South 79° 47' 48" West 300.00 feet; thence North 10° 12' 12" West 200.00 feet; thence North 79° 47' 48" East 380.00 feet; thence North 69° 56' 30" East 810.00 feet; thence South 81° 03' 30" East 710.00 feet; thence South 07° 00' 00" West 900.00 feet; thence South 05° 05' 39" East 119.71 feet; thence South 12° 10' 00" West 660.00 feet; thence South 03° 30' 00" West 110.00 feet; thence South 63° 50' 00" West 85.00 feet; thence South 20° 03' 30" East 130.00 feet to the intersection with the northerly line of the Tideland Survey No. 9; thence along said northerly line South 76° 56' 53" West 35.00 feet; thence leaving said northerly line South 20° 03' 30" East 184.70 feet; thence South 69° 56' 30" West 450.00 feet to the point of beginning.

EXHIBIT B MARINA PROPERTY - ENCOMPASSES AREA 1
AND PORTION OF AREAS A (HARBORMASTER'S OFFICE) AND B (BOAT LAUNCH RAMP)



1

EBR Park

Lagoon
3.97 AC

A

B

3

2

C

7

5

F

4

E

6

D

EXHIBIT C

Berther's lot

Yacht Club lot

Harbormaster's lot

Ferry Point

Public Dock
(including walkway)

© 2016 Google

Google ea

38°01'29.43" N 122°08'14.11" W elev 4 ft eye alt 968

1939



EXHIBIT D

Parking Areas

Berther's lot

Yacht Club lot

Harbormaster's lot

Ferry Point

Tarrant St

N 37th St

RESOLUTION NO. -16

APPROVING AN ACCESS AGREEMENT WITH PROP SF AND ALMAR MARINA MANAGEMENT INC. ("ALMAR") TO ALLOW USE OF THE MARTINEZ MARINA PUBLIC DOCK AND A PORTION OF THE PARKING AREA FOR PRIVATE CHARTER FERRY SERVICE FROM THE MARTINEZ MARINA BY PROP SF, AUTHORIZING THE MAYOR TO EXECUTE SAME SUBJECT TO MINOR MODIFICATIONS APPROVED BY THE CITY MANAGER AND CITY ATTORNEY AND FINDING SUCH ACTION EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO CEQA GUIDELINES SECTION 15301, EXISTING FACILITIES.

WHEREAS, Prop SF, LLC ("Prop") provides a private charter ferry service under contract to various entities who desire to travel by water and has ongoing operations in other areas of the San Francisco Bay Area; and

WHEREAS, Prop desires to schedule an additional stop at the public dock located at the Martinez Marina in order to pick up and drop off passengers up to four times per day (two pick ups and two drop offs) associated with Prop's private charter service; and

WHEREAS, the Prop also desires a non-exclusive use of a portion of the parking area located primarily to the south and east of the Marina for the parking of passenger vehicles; and

WHEREAS, at the May 4, 2016 Council Meeting, the Martinez City Council directed staff to develop an Access Agreement with Prop and the City's contracted marina operator, Almar Marina Management, LLC ("Almar") to enable Prop's charter ferry service at the Marina; and

WHEREAS, City and Almar are supportive of Prop's charter ferry service at the Marina and desire to permit Prop vessels to use the public dock at the Marina Property for the purposes of pick up and drop off passengers up to four times per day (two pickups and two drop offs) and the non-exclusive use of a portion of the parking area for use of passengers utilizing Prop's private charter service; and

WHEREAS, the parties have reached accord on terms and conditions for an Access Agreement relating to same.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council hereby finds that the approval of the Access Agreement and the activities to be allowed pursuant thereto are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities, in that the public dock and parking area permitted to be used for the activity currently exist at the marina and no substantial improvements or changes are proposed. The Access Agreement merely provides standards applicable to the use of this existing facility. No expansion of use or the physical improvement are proposed as a result of the Access Agreement.

2. The City Council of the City of Martinez hereby approves the Access Agreement in substantially the form attached hereto as Attachment A, with minor changes as approved by the City Manager and City Attorney, and hereby authorizes the Mayor to execute same.

* * * * *

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Martinez at a Regular Meeting of said Council held on the 1st day of June, 2016, by the following vote:

AYES:

NOES:

ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ