



CITY OF MARTINEZ

CITY COUNCIL AGENDA June 6, 2007

TO: Mayor and City Council

FROM: Joann Tool, Deputy Director, Parks and Community Services

SUBJECT: Marina Update

DATE: May 22, 2007

RECOMMENDATION:

Direct staff to make application to the Department of Boating and Waterways in the amount of \$3,375,547 to combine with the \$2.93 million loan commitment to renovate the Marina and authorize staff to negotiate the remaining terms of the long-term sublease for the Marina with Martinez Marina, LP.

BACKGROUND:

In December 2006, the City and Martinez Marina LP signed a long-term sublease agreement for the Marina to begin the entitlement phase for a potential 45-year lease. Since then, and even before, City staff and Martinez Marina LP, along with Moffatt & Nichol Engineering and various subcontractors have met on a regular basis to secure the various permits. The permits include those issued by the Army Corp of Engineers, BCDC, Regional Water Quality, the Environmental Protection Agency and others. Martinez Marina LP has presented the City with new cost estimates for the Marina (attached).

The cost estimates prepared by Tom Hogan shows the City's share of the Marina project which includes pier demolition, marina demolition, breakwater repair, breakwater extension, dredging, slope protection, launch ramp, utilities, roadways, site preparation, building site preparation and soft costs comes to a total of \$9,013,948, of which some of the items have already been completed. The total cost for Martinez Marina LP is \$13,004,050. Their work includes replacement of all the slips, a new fuel dock, new pump out facility, ADA gangways, security gates, piers and pier heads as well as a portion of related landside improvements.

We are ahead of schedule in the entitlement phase. The lease calls for this period to end in June 2008. We have met with JARPA and the DMMO about the Marina reconstruction and potential dredge. Neither intergovernmental agency has indicated any reason for concern with moving forward with this project. Given this, Tom Hogan has indicated that Martinez Marina LP is ready to sign the sublease pending the negotiation of the outstanding terms (letter attached).

Staff and Tom Hogan met with the Department of Boating and Waterways staff on May 8, 2007. The purpose of the meeting was to discuss the progress of the Marina and the potential for

securing another loan for the Marina renovations. The new loan request would be for \$3,375,457. This new loan would be combined with our old loan commitment of \$2.93 million and the present Marina cash flow to meet our obligations under the Marina sublease.

Mr. Flood was very impressed with the progress that has been made and, although new loan applications were due in April 2007 for 2008 funding, Mr. Flood told us that he would accept a new application from us in June and that it would be considered. Staff is now in the process of completing the application. The attached resolution is a requirement of the DBW loan application.

Staff recommends the City Council accept Mr. Hogan's letter to proceed with the sublease and authorize staff to begin negotiations of the final outstanding sublease points (attached).

FISCAL IMPACT:

Possible loan of \$3,375,547 for renovation of the Marina. Repayment of all loans will be through funds generated at the Marina and submitted by Martinez Marina LP.

ACTION:

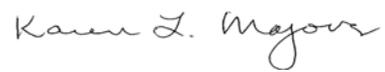
Adopt resolution to make application to the Department of Boating and Waterways in the amount of \$3,375,547 for the Marina Basin Improvements and authorize staff to negotiate the remaining terms of the long-term sublease for the Marina with Martinez Marina, LP.

APPROVED BY:



City Manager

APPROVED BY:



Department Head

RESOLUTION NO. -07

AUTHORIZATION TO FILE A LOAN APPLICATION TO THE DEPARTMENT OF BOATING AND WATERWAYS FOR THE MARTINEZ MARINA BASIN IMPROVEMENTS AND RELATED LAND COSTS

WHEREAS, the State Department of Boating and Waterways provides loans to cities, counties, and districts for the development of small craft harbor facilities; and

WHEREAS, the City of Martinez is undertaking the complete renovation of the Martinez Marina to meet the needs of the boating public in the surrounding area; and

WHEREAS, the City of Martinez is negotiating a long-term sublease for development and operation of the Marina with Martinez Marina, LP as approved by the Department of Boating and Waterways; and

WHEREAS, this partnership will lead to the total renovation of the Marina for the enjoyment of the boating public.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Martinez by the adoption of this Resolution hereby requests a loan commitment from the Department of Boating and Waterways in the amount of \$3,375,547 for the Martinez Marina renovation project.

BE IT FURTHER RESOLVED that the City of Martinez agrees to accept the loan hereby authorizes the City Manager to sign the loan agreement and accept the loan for the aforesaid purpose.

* * * * *

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 6th day of June by the following vote:

AYES:
NOES:
ABSENT:

RICHARD G. HERNANDEZ, CITY CLERK
CITY OF MARTINEZ

Martinez Marina
Construction Costs

Marina Costs	Description	Quantity	Unit	Unit Price	Subtotal	Developer	City	Total Cost	Developer Phase I	Developer Phase II	Developer Phase III	Developer Phase IV
Basin Improvements												
	Pier Demolition		EA	\$ 500,000	\$ 400,000		\$ 400,000	\$ 400,000				
	Marina Demolition			\$ 250,000	\$ 250,000		\$ 250,000	\$ 250,000				
	Breakwater Repair	1050	LF	\$ 400	\$ 420,000		\$ 420,000	\$ 420,000				
	Breakwater Extension	550	LF	\$ 5,000	\$ 2,750,000		\$ 2,750,000	\$ 2,750,000				
	Dredging/Disposal Basin	250000	Cubic Yard	\$ 10	\$ 2,500,000		\$ 2,500,000	\$ 2,500,000				
	Shore/Slope Protection		LS		\$ 750,000		\$ 750,000	\$ 750,000				
	Launch Ramp		LS		\$ 855,000		\$ 855,000	\$ 855,000				
	Utilities		LS	\$ 200,000	\$ 200,000	\$ 200,000		\$ 200,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Total Basin				\$ 8,125,000	\$ 200,000	\$ 7,925,000	\$ 8,125,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Marina Improvements												
	Phase I Slips	114	Slip	\$ 28,000	\$ 3,192,000	\$ 3,192,000		\$ 3,192,000	\$ 3,192,000			
	Phase II Slips	79	Slip	\$ 29,000	\$ 2,291,000	\$ 2,291,000		\$ 2,291,000		\$ 2,291,000		
	Phase III Slips	58	Slip	\$ 30,000	\$ 1,740,000	\$ 1,740,000		\$ 1,740,000			\$ 1,740,000	
	Phase IV	102	Slip	\$ 28,000	\$ 2,856,000	\$ 2,856,000		\$ 2,856,000				\$ 2,856,000
	Fuel/Pump Out Dock	1	LS	\$ 120,000	\$ 120,000	\$ 120,000		\$ 120,000	\$ 120,000			
	ADA Gangway	1	EA	\$ 50,000	\$ 50,000	\$ 50,000		\$ 50,000	\$ 50,000			
	Gangways/Security Gates	3	EA	\$ 10,000	\$ 30,000	\$ 30,000		\$ 30,000	\$ 10,000	\$ 10,000		\$ 10,000
	Pier/Pierheads	3	EA	\$ 10,000	\$ 30,000	\$ 30,000		\$ 30,000	\$ 10,000	\$ 10,000		\$ 10,000
	Total Marina				\$ 10,309,000	\$ 10,309,000		\$ 10,309,000	\$ 3,382,000	\$ 2,311,000	\$ 1,740,000	\$ 2,876,000
Total Marina Costs					\$ 18,434,000	\$ 10,509,000	\$ 7,925,000	\$ 18,434,000	\$ 3,432,000	\$ 2,361,000	\$ 1,790,000	\$ 2,926,000
Land Costs												
Roadways												
	N. Court & Tarantino	2400	LF	\$ 50	\$ 120,000		\$ 120,000	\$ 120,000				
	Secondary Roads	950	LF	\$ 50	\$ 47,500	\$ 47,500		\$ 47,500	\$ 47,500			
	Total Roadways				\$ 167,500	\$ 47,500	\$ 120,000	\$ 167,500	\$ 47,500			
Site Preparation												
	Grading	21500	SF	\$ 2	\$ 43,000		\$ 43,000	\$ 43,000				
	Parking & Paving	172000	SF	\$ 1.50	\$ 258,000	\$ 258,000		\$ 258,000	\$ 108,000	\$ 50,000		\$ 100,000
	Storm Drains		LS	\$ 50,000	\$ 50,000	\$ 25,000	\$ 25,000	\$ 50,000	\$ 25,000			
	Sewer		LS	\$ 200,000	\$ 200,000	\$ 100,000	\$ 100,000	\$ 200,000	\$ 50,000	\$ 50,000		
	Utilities		LS	\$ 100,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 20,000	\$ 10,000		\$ 20,000
	Landscaping		LS	\$ 100,000	\$ 100,000	\$ 100,000		\$ 100,000	\$ 40,000	\$ 20,000		\$ 40,000
	Water Reclamation	2	LS	\$ 25,000	\$ 50,000	\$ 50,000		\$ 50,000	\$ 25,000	\$ 25,000		
	Total Site				\$ 801,000	\$ 583,000	\$ 218,000	\$ 801,000	\$ 268,000	\$ 155,000	\$ -	\$ 160,000
Total Land Costs					\$ 968,500	\$ 630,500	\$ 338,000	\$ 968,500	\$ 315,500	\$ 155,000	\$ -	\$ 160,000
Building Costs												
Building Improvements												
	Bait Shop	2000	SF	\$ 75	\$ 150,000	\$ 150,000		\$ 150,000	\$ 150,000			
	Restrooms/Lockers	1500	SF	\$ 100	\$ 150,000	\$ 150,000		\$ 150,000		\$ 150,000		
	Marina Office (Re-hab)	2000	SF	\$ 5	\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000			

Total Buildings				\$ 310,000	\$ 310,000		\$ 310,000	\$ 160,000	\$ 150,000				
Building Sites													
Restaurant	6000	SF	\$ 7.50	\$ 45,000		\$ 45,000	\$ 45,000						
Office/Retail	8000	SF	\$ 7.50	\$ 60,000		\$ 60,000	\$ 60,000						
Bed & Breakfast	7500	SF	\$ 7.50	\$ 56,250		\$ 56,250	\$ 56,250						
Total Sites				\$ 161,250		\$ 161,250	\$ 161,250						
Boat Storage													
Rock/Paving	50000	SF	\$ 2	\$ 100,000	\$ 100,000		\$ 100,000	\$ 100,000					
Fencing	500	LF	\$ 100	\$ 50,000	\$ 50,000		\$ 50,000	\$ 50,000					
Parking Gate	1	EA	\$ 6,000	\$ 6,000	\$ 6,000		\$ 6,000	\$ 6,000					
Landscaping/Lighting			\$ 25,000	\$ 25,000	\$ 25,000		\$ 25,000	\$ 25,000					
Security System	1	LS	\$ 10,000	\$ 10,000	\$ 10,000		\$ 10,000	\$ 10,000					
Total Boat Storage				\$ 191,000	\$ 191,000		\$ 191,000	\$ 191,000					
Total Building Costs				\$ 662,250	\$ 501,000	\$ 161,250	\$ 662,250	\$ 351,000					
Total Construction Costs				\$20,064,750	\$ 11,640,500	\$ 8,424,250	\$ 20,064,750	\$ 4,098,500	\$ 2,666,000	\$ 1,790,000	\$ 3,086,000		
Soft Costs													
Entitlements				\$ 200,000	\$ 200,000		\$ 200,000	\$ 200,000					
Fees/Permits/Engineering (4%)				\$ 802,590	\$ 465,620	\$ 336,970	\$ 802,590	\$ 163,940	\$ 106,640	\$ 71,600	\$ 123,440		
Development Fee (3%)				\$ 601,943	\$ 349,215		\$ 601,943	\$ 122,955	\$ 79,980	\$ 53,700	\$ 92,580		
Contingency (3%)				\$ 601,943	\$ 349,215	\$ 252,728	\$ 601,943	\$ 122,955	\$ 79,980	\$ 53,700	\$ 92,580		
Total Soft Costs				\$ 2,206,475	\$ 1,364,050	\$ 589,698	\$ 2,206,475	\$ 609,850	\$ 266,600	\$ 179,000	\$ 308,600		
Total Project Cost				\$22,271,225	\$ 13,004,550	\$ 9,013,948	\$ 22,271,225	\$ 4,708,350	\$ 2,932,600	\$ 1,969,000	\$ 3,394,600		
City Land Lease Reimbursements							\$ 215,000						
City Total Costs							\$ 8,798,948						
City Funds													
DBW Boat Launch Grant							\$ 855,000						
Coastal Conservancy Fund							\$ 750,000						
DBW Loan Commitment							\$ 2,953,000						
Marina Cash Flow							\$ 865,401						
City Funding Requirement							\$ 3,375,547						

EXHIBIT E

CONDITIONS PRECEDENT TO COMMENCEMENT OF
REMAINING TERM

Within the Original Entitlement Term¹ or, if applicable, the Extended Entitlement Term, and subject to the terms and conditions of the Sublease and the terms set forth below, the party or Parties designated below shall exercise good faith and reasonable dispatch in attempting to complete, obtain, perform, execute, agree to and/or satisfy, as the case may be, the following tasks:

1. MMLP must obtain all Permits and Entitlements. MMLP's obtaining of all said Permits and Entitlements is a condition precedent to the commencement of the Remaining Term.
2. Within the applicable time limits specified in the Sublease, the City shall respond and act upon MMLP's applications for Permits and Entitlements. The City's timely action with respect to said applications shall be a condition precedent to the commencement of the Remaining Term.
3. Within the applicable time limits specified in the Sublease, the City shall respond and act upon MMLP's requests for approvals of its designs, plans and specifications. The City's timely action with respect to said requests shall be a condition precedent to the commencement of the Remaining Term.
4. The City and MMLP shall negotiate and make reasonable efforts to enter into the following agreements. The Parties' execution of said agreements, in writing, shall be a condition precedent to the commencement of the Remaining Term.
 - A. A recordable, written agreement setting forth the terms and conditions under which land not within the Property shall be jointly used by MMLP and the City.
 - B. A written agreement identifying the location of any restaurants that may be constructed between the City Marina and the existing parking lots and setting forth the terms and conditions under which the parking lot(s) in the Leased Lands shall be used and improved.
 - C. Amendments to the Sublease setting forth the terms and conditions under which MMLP shall reconstruct the parking lots and develop pads for future uses near the City Marina.

¹ Capitalized terms shall have the same meaning as set forth in the Sublease, unless otherwise stated to the contrary.

- D. A written agreement (or amendments to the Sublease) setting forth the terms and conditions under which utilities and infrastructure shall be improved and/or replaced which serve the City Marina and Property.
- E. Amendments to the Sublease and its exhibits setting forth the terms and conditions governing the parties' respective obligations to pay for the permitting, processing of, designing, bidding, constructing, supervising the construction of and inspecting (collectively "constructing" or "installing") the Improvements contemplated to be constructed under the Sublease. As part of these negotiations, the nature of each item of work for which each party is responsible (in terms of constructing each item of work and paying for each item's costs) shall be discussed and identification of the responsible party shall be attempted.
- (1) Herein, if possible, agreement will need to be reached concerning whether MMLP shall be liable for the excess costs of constructing Improvements where those costs exceed (i) agreed upon budgets and/or (ii) the financial commitment the City is willing to make to such construction effort.
- (2) Agreement will need to be reached as to the funds, e.g., City's general fund, Income, marina enterprise funds, which will or will not be available for payment of the City's Payment Obligation.
- (3) Agreement will need to be reached on the nature, amount and timing of the City's obligation to pay for and effect periodic dredging of the City Marina.
- F. Amendments to the Sublease and its exhibits setting forth how and when, and under what conditions, the City is to discharge the City's Payment Obligation and/or reimburse MMLP for the latter's costs incurred in constructing the Improvements the costs for which the City agrees to be responsible.
- G. Subject to Sections 2(C) and 8 of the Sublease, amendments to the Sublease and its exhibits setting forth the terms and conditions governing the Parties' respective obligations to contract for and cause the construction, demolition and other work contemplated in the Sublease: herein, (1) how to let contracts, whether prevailing wage applies, who is and how to administer construction contracts; and (2) when construction of each improvement set forth in Exhibit D is to commence and conclude and any phased approaches to construction.
- 1) At least six months prior to the end of the Original Entitlement Term and as a condition precedent to the commencement of the Remaining Term, MMLP shall deliver to the City a detailed plan for capital Improvements and fixture and equipment replacements, including the proposed budget and times within which such works shall be completed. The plan shall

specify MMLP's expectations for the City's financial contribution to paying for the budgeted Improvements. Said plan shall be subject to the approval of the City. The amended Exhibit D shall be based, in whole or in part, on said plan. The approved plan shall become a part of this Sublease and MMLP's and the City's obligations specified in the plan shall become obligations of MMLP and the City, respectively, hereunder. The approved plan shall be executed by the Parties.

- H. Amendments to the Sublease to determine whether the DBAW debt service that may constitute minimum Rent under Section 4(A)(4) of the Sublease is to be capped or in some way limited.
- I. Amendments to the Sublease to reflect the maintenance reserve obligations of MMLP set forth in Section 7(B)(1) of the Sublease, provided such changes also meet with the approval of the City. Any such amendments will need to address the preparation and submittal for approval of an annual maintenance and renovation plan, mandatory and discretionary replacement obligations, and mandatory and discretionary expenditures to be made from the Annual Maintenance Reserve.
- J. Amendments to the Sublease and its exhibits setting forth the locations, nature and scope of the restrooms, lockers, fuel tanks, fuel pumps and related facilities and bait shop which MMLP is required to construct pursuant to the Sublease.
- K. Pursuant to Sections 2(A)(1) and 2(C), among others, of the Sublease, amendments to the Sublease and its exhibits to set forth the final economic and financial terms of the Sublease.
- L. Amendments to the Sublease and its exhibits to set forth final resolution of which improvements and real property are governed by the Sublease.
- M. Amendments to the Sublease to address MMLP's desire to be granted a first right of refusal to lease properties owned by the City near the City Marina which are not part of the Property.
- N. Amendments to the Sublease to address maintenance and control responsibilities pertaining to the travel lift.
- O. Pursuant to Section 2(E) of the Sublease, amendments to the Sublease to address the consideration to be paid by MMLP for (i) the privilege of exercising the option to extend the Term for the Renewal Term, and (ii) subleasing the Property during the Renewal Term.

- P. Amendments to the Sublease to address the preparation and submittal for approval of an annual marketing plan,
 - Q. Amendments to the Sublease to address MMLP's posting of security (bonds, letters of credit) in conjunction with MMLP's constructing Improvements on the Property and its performance under the Sublease.
 - R. Amendments to the Sublease to address construction protection methodologies MMLP must apply while constructing Improvements, such as, erection of protective fencing, closure of streets, and utilization of flagpersons.
 - S. Amendments to the Sublease to further specify the terms and conditions under which MMLP may be permitted to sublease and/or assign its interest in the Sublease.
 - T. Amendments to the Sublease to identify which party has title to the Improvements during the Term of the Sublease.
 - U. Amendments to the Sublease to clarify the City's rights to approve Subleasehold Mortgagee's assigns, successors and/or transferees.
 - V. Amendments to the Sublease and its exhibits delineating the proposed uses of the City Marina and the landside areas not included in the Property.
 - W. Amendments to the Sublease and its exhibits explaining and clarifying how potential liabilities shall be allocated between the City, MMLP, its partners and the individual members of those partners.
5. The City shall attempt to obtain an extension of the State Lands Lease of a length subject to the reasonable approval of MMLP. Obtaining an extension of the State Lands Lease of a length subject to the reasonable approval of MMLP shall be a condition precedent to the commencement of the Remaining Term.
 6. The City shall attempt to obtain an amendment to the State Lands Lease that enlarges the property leased to the City by the State Lands Commission in order to accommodate the proposed breakwater extension project. Obtaining such an amendment, if necessary to accomplish the agreed-upon breakwater extension project, shall be a condition precedent to the commencement of the Remaining Term.
 7. MMLP shall attempt to obtain from DBAW and the State Lands Commission signed non-disturbance and attornment agreements meeting the approval of the City and MMLP. MMLP's obtaining such agreements shall be a condition precedent to the commencement of the Remaining Term.

8. At its sole cost, MMLP shall commission the preparation of a survey to describe the land which is subject to the Sublease and the Sublease shall be amended to include that legal description.
9. The City may, but is under no obligation to, contribute toward the cost of dredging all or a portion of the City Marina during the Original Entitlement Term and/or Extended Entitlement Term. Neither is MMLP so obligated. However, evidence may establish that some sort of dredge may be required to be effected during the Original Entitlement and/or Extended Entitlement Term in order to keep the City Marina operational. Under such circumstances, and subject to the City's determination that keeping the City Marina operational is in the best interests of the City, the City and MMLP may enter into negotiations for the purpose of attempting to reach agreement on the necessity of such a dredge, the nature and scope of same, how much it will cost, when, where and how often the dredge should be performed during the Original and/or Extended Entitlement Term, who will perform the dredge, who will seek permits to allow the dredging and who will pay for it. In the event no such agreement can be reached during the Original and/or Extended Entitlement Term, either party shall have the right, upon 60 days written notice delivered to the other party, to terminate the Sublease as well as the Management Agreement.
10. MMLP shall conduct all examinations and investigations of the Property, its condition and the proposed improvements which MMLP is required to construct pursuant to the Sublease (namely, those identified in Exhibit D to the Sublease), and based thereon, MMLP shall determine the cost of construction of each said improvement and provide that information to the City at the earliest practicable time, but in no event later than sixth months before the end of the Original Entitlement Term. The City's acceptance and/or approval of said information shall be a condition precedent to the commencement of the Remaining Term.
11. MMLP shall attempt to secure financing for its share of the costs of constructing the improvements specified in Exhibit D. Obtaining financing that is acceptable to MMLP shall be a condition precedent to the commencement of the Remaining Term.
12. The City shall attempt to secure financing for the costs of constructing the improvements specified in Exhibit C (the City's Payment Obligation). Obtaining financing that is acceptable to the City shall be a condition precedent to the commencement of the Remaining Term.
13. The Marina Regulations set forth in the City's Municipal Code will need to be modified to address vessel monitoring, vessel removal, waste discharge, marina security, guest docks and other matters identified by the Parties. The City's approval of revised Marina Regulations meeting the approval of MMLP (recognizing that the City retains the right to amend the regulations from time to time) shall be a condition precedent to the

commencement of the Remaining Term.

14. If required, the City shall obtain the consent of East Bay Regional Park District and the City-State Committee created under the MOA, and the securing of said consent shall be a condition precedent to the commencement of the Remaining Term.
15. MMLP shall provide updated City Marina and landside cash flow projections that demonstrate the financial feasibility of the proposed rebuilding and redevelopment of the Property as specified in the Sublease. These projections shall include an identification and analysis of the necessary financing and the timing of same that the Parties will be required to obtain in order to complete the rebuilding and redevelopment described above. Said projections shall include an analysis of whether the Income anticipated to be derived from the redeveloped and rebuilt City Marina will assure the City that its financing obligations, both extant and anticipated future, can be satisfied. MMLP shall prepare a sensitivity analysis to illustrate and predict the consequences and implications of the Income and/or projected cash flow being insufficient to meet the financial obligations of the City and/or MMLP. Said projections and analysis shall be submitted to the City within the time specified in paragraph 4(G)(1), above, and the City's approval of same shall be a condition precedent to the commencement of the Remaining Term.

Martinez Marina, L.P.
3416 Via Lido
Suite G
Newport Beach, CA 92663
(9949) 673-6310

May 30, 2007

Don Blubaugh
City Manager
City of Martinez
525 Henrietta Street
Martinez CA, 94553

Re: Martinez Marina

Dear Don:

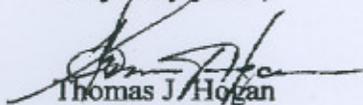
We are writing to indicate to the City that Martinez Marina L.P. ("MMLP") is by this letter providing the city written notice to continue with the marina project.

Section 2; Term; Paragraph B Original Entitlement Term (2); (a), requires notification by MMLP. The partnership, MMLP, is hereby advising the City of Martinez it intends to pursue obtaining permits and Entitlement under the terms and conditions of the lease.

This notification is subject to the review and approval of the final Project Description and the satisfactory completion of the Sampling and Testing of Sediment Report. Both of these documents are nearly complete and part of the Moffatt & Nicholl contract with the City. MMLP has been actively involved in the preparation of these items over the last year and is confident the final reports will be acceptable.

Please acknowledge a written reply to this notification.

Very truly yours,



Thomas J. Hogan
President
Pacific Marina Development
Managing Member
Martinez Marina, LLC
General Partner