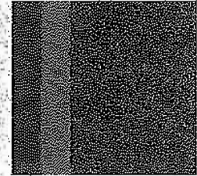


Western Marine Charters, Inc.
45 Pine Ave., Suite 573; Long Beach, CA 90802
562-628-1600 grandromance@gmail.com



February 11, 2018

City Council of Long Beach

Dear Sir:

The Grand Romance Riverboat has been at Rainbow Harbor since September 11, 2001. It has personified a sense of style and grace that is reminiscent to the glorious days of the gold rush and the beginning of California's history.

We have become an icon and important part of the growth of Rainbow Harbor and we would like the opportunity to continue with this new era of expanded growth that is taking place in our city. There is no doubt that we are entering a new decade of expansion for our city.

The Grand Romance brings a service to the area as it is the only boat that provides a night venue of dinner and dancing evening cruises to the Harbor. It carries 300 passengers for a variety of events that have recently been primarily conducted at night. We understand that one of the main objections of the Parks and Recreation Harbor manager is in addition to the initial objections described in the termination notice issued February 5th, 2018 is:

First, we need to upgrade our exterior presentation of the Grand Romance; and Second, offer additional cruises so that the boat appears open during the day; and thirdly that the ticket booth is in operation accordingly and not just at night time events.

We would appeal to you, the city council to allow us to submit a business plan in addition to the Dry Dock repairs to bring the boat up to new standards that are aligned with the planned expansion, new plans and growth of our tourist trade.

A handwritten signature in cursive script that reads "Bill Barker".

Sincerely, Bill Barker

Western Marine Charters, Inc dba, The Grand Romance Riverboat



Western Marine Charters, Inc

65 Pike Ave., Suite 573

Long Beach, CA 90802

February 7, 2018

Ms. Knight

Director of Parks, Recreation and Marine

2760 N. Studebaker Road

Long Beach, CA 90815-1697

RE: TERMINATION OF GRAND ROMANCE RIVERBOAT

Dear Ms. Knight,

I have been a tenant and fixture in the Rainbow Harbor for the past 16 years. I have contributed to the success and ambiance of the Harbor as well as the community of Long Beach through the ups and downs of the economy with faith in the future growth of the Pike and our future together. Our presence is readily seen in all the promotion of most activities in pictures in TV, Magazines and articles of the Pike. We have become an icon easily associated with the Pike and Rainbow Harbor.

I am personally incredulous that after 16 years of service in the Rainbow Harbor that I would not be offered a meeting out of courtesy for my long tenancy to discuss the validity of these accusations that have been greatly exaggerated and overstated as well as outright fabricated. I strongly disagree in the manner that I have been accused. We have been treated with EXTREME PREJUDICE BY Mr. Borsting. He has displayed outright animosity toward us from the very beginning of his employment. These charges have been orchestrated by him with the intent of termination from his first prejudicial complaint. We complied with each of his unreasonable urgent demands IMMEDIATELY or as physically possible which he has not made from other tenants with the same new rules. He has singled us out for these unreasonable demands. My question is, what agenda does he have that he has singled us out for contrived series of events that he has exaggerated to overblown status

that you would not give us the opportunity to communicate to you what exactly did happen and why can't you recognize that some of the things he has requested is blatantly being done by other tenants. This entire situation is not right. We as a long-term tenant are being sighted for misdemeanors and untrue accusations.

This letter states my objections, explanation and circumstances of each event to apprise you of how things happened.

1. I DID NOT IN ANY WAY MODIFY THE ELECTRICAL TOWER. This is a false accusation. In fact, I was in dry dock at Curtain Marine for repairs when the problem occurred and had already been away from the dock for two weeks. I did not discover there was a problem until I returned after being gone from the dock for 7 weeks. For the previous 15 years we did not have one problem with the tower. You decide at the beginning of the year to install this PROTOTYPE Electrical Power for your own reasons. We had no problems whatsoever. Going without electric was a devastating experience for us as we are only allowed 300 hours on our generator by law. It caused us to cancel events for lack of generator power. We were able to keep one refrigerator on but lost two freezers of food that went bad. As I checked with your maintenance on how things were progressing, they said the parts had been ordered. I called the company and found out they do not make parts but instead the entire plug had to be ordered. I ordered and paid \$800.00 for the part to quicken the repair and when it came in offered it to Mr. Borsting. About the same time, they came to repair the tower. I once again offered it to Mr. Borsting at no charge in case it happened another time to assist him as I was also informed by the manufacturer that the part was no longer going to be made during the current year and they would have none in stock. He did not respond. After it was installed, I purchase a compatible attachment, so it could be properly connected and had it installed by a licensed electrician. The tower is the property of the Harbor and is the responsibility of the landlord. I had absolutely nothing to do with its demise and am not responsible for the payment of it as neither I or any of my crew were anywhere near the dock for a total of 7 weeks. Additionally, I am the one who suffered the consequences of it being out of service. This caused lost business just as the sewer being unavailable had its devastating effect on our business. We have experienced

extreme hardship due to the unavailable electric and sewer combined. The consequences are still being felt.

2. WE HAVE NEVER DONE ANY EXTENSIVE MAINTENANCE ON THE BOAT.

The vessel is moved to dry dock if anything out of the ordinary must be done and it is no more than any other boat is doing in the harbor as well. Most work is done on the interior but Mr. Borsting considers having two ladders up to fix lights on the outside or cleaning the windows as extensive. These are the kinds of things that he considers "extensive". He called to remove the ladders because work was being done over 2-3 days. They were out of the way, but we will be careful to put them away in the future. Please take note that we came immediately upon his call to comply with his request. We have complied immediately to cooperate with any demand he has made or as soon as possible. An example of this is his first demand that we remove all the tables and chairs that were on our dock for many years to accommodate our customers as well as those of the Aqua Link. The Aqua Link customers used the tables and chairs a great deal more than we did so it was not a hardship except we had to find a place to store them and arrange to have them moved. My point is that some of the things he requests cannot be accomplished immediately. Please see enclosed the pictures of the other docks that have tables, chairs, potted plants and other items on their docks. In this instance we have been singled out and again treated with extreme prejudice. He also would blame us for paint he saw in the water that was just drifting our way. It was not our paint, but he ignored the fact that it was not ours. There are other boats doing small maintenance, but he comes to us to automatically try to make us the culprit. WE ARE NOT THE ONLY VESSEL IN THE CONTAINED SPACE OF THE HARBOR. WE CANNOT BE BLAMED FOR ALL INFRACTIONS THAT OCCUR IN SURROUNDING DOCKS. This is his assumption which he acts on is unreasonable.

3. From the first complaint, removing the tables and chairs, we have kept the dock free of anything unless we are cleaning or repairing the outside of the boat. It is impossible to keep all the items we need for the operation of the boat on the boat and the shed is a mandatory fixture for us. We understood about removing the refrigerator off the dock because of its weight. We complied with that demand immediately as well to work together despite the animosity in which each demand is instructed. He calls with a complaint and asks us to fix it right now and we go out of our way to accommodate his wishes. Some things involve circumstances that are out of our control, but we do our best to comply.

4. As I have already mentioned, THE REFRIGERATOR WAS MOVED IMMEDIATELY AFTER THE REQUEST WAS MADE. He asked us to remove the refrigerator and it was moved to a storage unit almost immediately. The refrigerator was used to age meat for special steaks being served for a steak house that I was going to reinstate as a dinner cruise. All the problems with the electric and sewer prevented me from going forward with the project. Once again, he treated us with animosity when we were happy to move it once we understood it was heavy on the dock. He noticed it when we were at dry dock.
5. The Pirate boat was a problem once we received notice to move it which we did not really understand. The old and very beautiful wooden Pirate Ship was not something that is normally seen. I paid \$70,000 for the pirate ship as an attraction and I believe it is one of the most photographed things on the Harbor. I had a peg legged employee/pirate and tried to put a pirate show on but there were not enough customers to continue. We believe it was an asset to the Harbor as it was a rare boat to be able to see. They have not made wooden boats in a very long time. After we were notified that it had to be moved, we had many buyers and actually sold it three times. I have enclosed two sheets of "sold" for proof of the sales so you can see that selling the boat was not a problem. We encountered problems because many marinas do not allow boats in their marinas without the bottom being surveyed. In our effort to get the boat out of the marina, we could not find a company to haul the boat from the water timely, so we could comply. This ended in tragedy when the boat was sunk. Between two companies and \$20,000.00 we were able to get the boat raised and finally removed from the harbor. At first, we thought something may have happened as an accident. After the boat was removed, we found that the boat was sabotaged. It took so long to determine the causes that it was too late to file a police report since the boat had been moved twice. To find out who was on the dock that caused the damage to the boat, we asked Mr. Borsting if we could view the video tapes as someone had to have opened a valve to let the water in. HE REFUSED TO ALLOW US ASSESS. I think this once again proves the distain, animosity and uncooperative attitude he has towards us for no reason at all. I think you need to consider the reason that he has intentionally orchestrated the problems to blow them out of proportion so adamantly to create this termination. Once again, it is hard to believe that you would take his opinion as all truth when you must understand that there is ulterior motivation for this action. It just doesn't make sense other wise for the consideration of longevity we have been with the harbor.

We have had an important part of the Rainbow Harbor and all it stands for with our visiting tourist. It is an attraction at the water front.

6. As to your final complaint. WE HAVE EXTENSIVE PLANS TO UPGRADE THE VESSEL AT OUR UPCOMING DRYDOCK IN APRIL. As you know the boat is scheduled for dry dock every two years and we have a dry dock date of April 16th. The boat is being painted and new deck flooring as well as the bathrooms will be redone. We worked extensively for 7 weeks at dry dock last year to upgrade and replace mechanical parts. New equipment has been installed and all the mechanical parts of the boat were checked and upgraded or repaired. These are the things that cannot be seen but are even more important than the outside of the boat. It is our intention to put new upholstery and chairs in next. We will upgrade everything in time. We are doing other things with our new events that will also be presented in a very nice way. We have a Sunday-Funday starting and have met with the convention and visitor's bureau staff to be more involved with the visitors coming to enjoy our water front. Please visit our web site at www.GrandRomanceRiverboat.com for other new events. We expect to do a great deal more business now that the economy is doing better. We are under federal regulations which are incredibly stringent for any passenger boat of this size. The working parts of the boat are in excellent shape. We have already put in new toilets and have been working on improving the bathrooms now that the sewer crisis is over. The sewer being out of commission for one year in addition to its working only off and on over the previous five years was an extreme hardship with the size of our boat. We can accommodate up to 280 people excluding staff at a time and the bathrooms became a major problem to the cruise. The sewer pump out at the other dock is supposed to be empty of parked boats, but it was not so. Going there during the day became almost impossible. The area is not policed for boats that park in front of the pump out. We also needed the entire space to perform this function because of our size and most times there were boats in the way. We were forced to use a commercial pump out service. We would be forced to use them sometimes up to three times a day. Or, sometimes we were forced to use the pump out late at night when the boat was in the middle of the cruise or soon after the cruise keeping staff till 4 am. The entire process caused great difficulties for us. We waited patiently for you to fix it and did what we had to. This has cost us more than \$6000.00 for this pump out service in the last seven months.

It is my hope that you can understand that we have been singled out to be treated with extreme prejudice in relationship to the other tenants and that some tenants are not held accountable to the same standards as we have been accountable to recently. We have also had to endure distain from Mr. Borsting. We feel that he singled us out to demand and then blow things out of proportion to make us look bad for the sole intention of causing a termination. These items are not reason for a termination but a trumped-up excuse. There is not one real reason that could not be explained or worked out, as the cost of the electrical tower that we were not even involved it or at fault in any way.

In the past, we had monthly meeting where things could be discussed, and solutions worked out. I strongly request that these meeting be reinstated so that other boats have a venue to review what is going on for the Harbor as well as for us as individual businesses to share in other ideas to improve business for all of us. It is my hope that you will reconsider this as an ongoing practice to eliminate last minute accusations and actions that are not productive for anyone, least of all the tenants. I am also requesting a meeting to discuss this unfair treatment and rash termination that has been made based on a lot of false information and contrived accusations.

I look forward to hearing from you at your earliest convenience.

Sincerely,



Bill Barker

Wester Marine Charters Inc, dba the Grand Romance Riverboat

Encl:

Pictures of other docks

Elvira Hallinan, Manager of the Marine Operation

HAND DELIVERED

February 5, 2018

Mr. Bill Barker
Grand Romance Riverboat
17807 Marygold Ave.
Bloomington, CA 92318

**SUBJECT: EXPIRATION / TERMINATION OF PERMIT NO. 27350
BILL BARKER DBA GRAND ROMANCE RIVERBOAT**

Dear Mr. Barker:

Permit No. 27350 with the City of Long Beach for your use and occupancy of City-owned docks, slips and ties in Rainbow Harbor expired on April 30, 2004 and you have since continued occupancy of the Permit Area on a month-to-month basis in accordance with Section 22 of the Permit. On August 31, 2017, you met with representatives from the Department of Parks, Recreation and Marine (Department) to discuss an extension of the Permit. At that time, you were provided with action items that the Department's Marine Bureau deemed necessary in order for you to continue your operation and tenancy of Dock No. 4 at Rainbow Harbor along with a conditional offer to renew your Permit, once all those items were completed. They were as follows:

- 1) Immediately pay all bills associated with unauthorized modifications to a City high-voltage power pedestal;
- 2) Immediately discontinue the practice of extensive work activities/vessel maintenance on the docks;
- 3) Maintain the docks free and clear of clutter and unsightly property;
- 4) Clean up your storage shed on the dock, including removal of large commercial refrigeration equipment;
- 5) Remove any unauthorized vessels from your slip; and
- 6) Improve the presentation standard of the Grand Romance vessel.

In the months following this meeting, you were found to have performed or attempted to perform extensive work activities on the dock without the approval of Marine Bureau staff; you failed to pay any bills associated with unauthorized modifications to a high-voltage electrical power pedestal; and you failed to remove an unauthorized vessel from your slip, which subsequently sank in place and had lapsed insurance at the time of its sinking.

Considering the above, it is my determination that you have acted contrary to the directives of Department staff and have shown little regard for City assets, rules, and regulations. Further, you have not demonstrated enough good faith to warrant an extension of your Permit. Therefore, this letter will serve as notice that the Department is hereby revoking its conditional offer to renew your Permit and is terminating your holdover tenancy effective Friday, April 6, 2018, pursuant to Section 3 of the Permit.

Furthermore, as you will no longer have permission to operate your business from Dock No. 4 at Rainbow Harbor, you shall no longer occupy a commercial slip. As a result, the Department is also terminating Slip Permit No. 100013, thus ending your tenancy of Dock No. 4 at Rainbow Harbor effective Wednesday, April 11, 2018.

Please cease all your operations in and around the Permit Area by April 6th and remove all vessels, personal property and remit any monies owed to the Department by April 11th. You may direct any questions regarding this notice to Elvira Hallinan, Manager of Marinas and Beaches at (562) 570-3242.

Sincerely,



Marie Knight
Director of Parks, Recreation and Marine

MKak

- C. Linda Vu, Deputy City Attorney
- Stephen P. Scott, Deputy Director
- Elvira Hallinan, Manager of Marine Operations
- Kurt Borsting, Superintendent
- Bob Livingstone, Contract Management Officer
- Permit File