



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

MARINE BUREAU

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April 12, 2018

COMMISSIONERS
MARINE ADVISORY COMMISSION
City of Long Beach
California

RECOMMENDATION

Recommendation to receive supporting documentation into the record, conclude the public hearing, consider the Appeal from Bill Barker dba Grand Romance Riverboat; and deny the Appeal and uphold the decision of the Director of the Department of Parks, Recreation & Marine to terminate Permit No 27350 for commercial operation of the Grand Romance Riverboat from the Rainbow Harbor. (District 2)

DISCUSSION

Per the terms of Permit No. 27350 and Section 16.08.300 of the Municipal Code, the Manager of the Marine Bureau has the authority to perform all duties to supervise and administer all operations and activities of the Bureau, including overseeing and administering permits in Long Beach Marinas.

In 2001, the City of Long Beach issued a permit to Bill Barker, an individual doing business as, Grand Romance Riverboat (Grand Romance) for a period of three years (3), for the purpose of providing harbor, dinner/brunch, and sightseeing cruises out of Rainbow Harbor. The permit expired in 2004 and the Grand Romance has continued to operate under the expired permit on a month-to-month basis, in accordance with the "Holding Over" provisions of the permit.

On February 5, 2018, the City issued a 60-day notice to cease all operations by April 6, 2018 and vacate the premises by April 11, 2018. On February 23, 2018, Mr. Barker submitted an appeal requesting a hearing.

Because the permit has expired, the City is not required to provide cause. Nevertheless, the City wanted to show the reasons for the permit revocation, therefore, the termination letter included a list of violations. Attached is a staff report with supporting documentation which outlines the reasons for the permit revocation and the City's multiple efforts towards mitigating the issues.

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SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



ELVIRA HALLINAN
MANAGER, MARINAS AND BEACHES

EH:ts

Attachment – Staff Report



Date: April 9, 2018
To: Elvira Hallinan, Manager of Marinas and Beaches
From: Kurt Borsting, Superintendent of Marine Operations
For: Marine Advisory Commission
Subject: Permit 27350 Grand Romance Riverboat – Permit Revocation Staff Report

SUMMARY

A three-year operating permit (#27350) was executed in 2001, between the City of Long Beach and Mr. Bill Barker, an individual, doing business as Grand Romance Riverboat. The permit expired on April 30, 2004. Since this expiration date, the operator has continued occupancy of the Permit Area on a month-to-month basis in accordance with Section 22 of the Permit. The City's termination of the holdover was effective April 6, 2018, pursuant to Section 3 of the permit.

Below are references to incidents, which contributed to the decision to discontinue Mr. Barker's month-to-month hold over of the permit area.

BACKGROUND

1. **UNAUTHORIZED MODIFICATION TO HIGH VOLTAGE POWER PEDESTAL - 2013**

On or about November 2013, Marine Bureau staff discovered an unauthorized modification to the power pedestal at Dock 4A occupied by Grand Romance. Mr. Barker was advised of his financial responsibility for correcting this unauthorized modification.

Related Exhibits

Exhibit #1 – November 5, 2013 Correspondence to Mr. Barker.

Violations:

Permit 27350, Section 8 – Improvements – "Permittee shall not install, erect, or construct any building, improvement, or structure on the Permit Area nor alter the same without the prior written approval of the Manager..."

Permit 27350, Section 10 – Utilities – "If Permittee requires utilities which are beyond the capacity provided, Permittee shall coordinate and submit request for additional services through the Manager of the Marine Bureau."

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Permit 27350, Section 13 – Damage or Destruction of Improvements – “The Permittee shall be responsible for reimbursing the City for the pro rata share of expenses incurred to repair or replace the damage or destruction to the Permit Area to the extent contributed to by the act or omission of Permittee, its employees or agents.”

2. VARIOUS SAFETY INFRACTIONS AT DOCK INSPECTION - JUNE 17, 2016

On June 17, 2016, during an in-person scheduled walk of Dock 4A occupied by Grand Romance with Mr. Barker, a number of safety concerns were identified. These items included: 1) excessive storage of materials on dock and in the dock's shed; 2) various hoses and cords improperly stored on dock; 3) non-compliant electrical wiring installed to support equipment in storage shed; 4) modified power pedestal, hard wired connection; 5) hazardous (and spliced) non-marine grade electrical cords in use on the dock; 6) various flammable items (gasoline propane tanks, solvents, etc.) improperly stored within shed; and 7) materials stored on dock below gangway area.

Related Exhibits

Exhibit #2 – Photos of conditions observed at Dock 4 permitted to Grand Romance Dock from June 11, 2016 and June 17, 2016.

Exhibit #3 – August 1, 2016 follow up correspondence to Mr. Barker.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – “Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection A – Storage on the Docks and Fingers – “Nothing shall be stored on docks and fingers except in the locker boxes approved by the Marine Bureau as to the type.”

Permit 27350, Section 8 – Improvements – “Permittee shall not install, erect, or construct any building, improvement, or structure on the Permit Area nor alter the same without the prior written approval of the Manager...”

Permit 27350, Section 10 – Utilities – “If Permittee requires utilities which are beyond the capacity provided, Permittee shall coordinate and submit request for additional services through the Manager of the Marine Bureau.”

Rainbow Harbor Environmental Policies – Chemical Storage – “Purchase only the amount of chemicals/paints needed for the project...Do not store more than three gallons total of paint and solvents on any storage or locker within the Rainbow Harbor”.

Rainbow Harbor Environmental Policies – Engines and Bilges – “Recycle oil and diesel properly”.

3. OUTSTANDING ITEMS AT REINSPECTION OF DOCK – SEPTEMBER 2, 2016

On September 2, 2016, a re-inspection of Dock 4A occupied by Grand Romance took place, where a number of the safety concerns, previously identified at the June 17, 2016 inspection, requiring correction remained outstanding. These outstanding items included: 1) excessive storage within the dock's storage shed; 2) modified power pedestal, hard wired connection; and 3) flammable items (gasoline propane tanks, solvents, etc.) improperly stored within shed.

Related Exhibit

Exhibit #4 – October 11, 2016 follow up correspondence to Mr. Barker.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – "Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names."

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection A – Storage on the Docks and Fingers – "Nothing shall be stored on docks and fingers except in the locker boxes approved by the Marine Bureau as to the type."

Permit 27350, Section 8 – Improvements – "Permittee shall not install, erect, or construct any building, improvement, or structure on the Permit Area nor alter the same without the prior written approval of the Manager..."

Permit 27350, Section 10 – Utilities – "If Permittee requires utilities which are beyond the capacity provided, Permittee shall coordinate and submit request for additional services through the Manager of the Marine Bureau."

Rainbow Harbor Environmental Policies – Chemical Storage – "Purchase only the amount of chemicals/paints needed for the project...Do not store more than three gallons total of paint and solvents on any storage or locker within the Rainbow Harbor"

Rainbow Harbor Environmental Policies – Engines and Bilges – "Recycle oil and diesel properly"

4. NON-PERMITTED VESSELS MOORED AT DOCK – SEPTEMBER 29, 2016

On September 29, 2016, Marine Bureau staff telephoned Mr. Barker regarding two non-permitted vessels moored at Dock 4A occupied by Grand Romance, one powerboat (CF #7415HV) and one sailboat. The Marine Bureau office had not issued mooring permits to either vessel, and had no documentation, proof of ownership, or insurance on file.

Therefore, Mr. Barker was instructed to immediately remove the pleasure craft from the harbor. Since Mr. Barker indicated he planned to incorporate the sailboat, a pirate vessel into his business, it was allowed to remain on-site, on a temporary basis. Mr. Barker was asked to provide required documentation, proof of ownership, insurance certificates, etc. as well as a business plan outlining the proposal for how the vessel could be incorporated into the operation.

Related Exhibits

Exhibit #5 – October 4, 2016 correspondence to Mr. Barker.

Exhibit #6 – October 5, 2016 and October 28, 2016 follow-up email to Mr. Barker as a result of failure to meet the previously established deadline for documents associated with the sailboat/pirate vessel, Jane Lynn.

Exhibit #7 – November 2, 2016 follow-up email to Mr. Barker as a result of his failure to relocate the non-permitted recreational vessel from the dock within timeframes previously established, nor providing required documents for the sailboat/pirate vessel to remain at the dock on a temporary basis.

Violations:

Municipal Code, Section 16.08.550 Mooring – By Permit or Temporary Mooring – No person shall make fast or tie up any vessel to any wharf, pier, mooring, gangway, or dock.... Unless a permit is issued pursuant to this chapter and the written consent of the owner, agent, or person in charge of the wharf, pier, mooring, gangway or dock...

Permit 27350, Section 2 – Uses – Subsection B. – “No use not specifically permitted by this section shall be allowed without the written permission of the Manager.”

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – “Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names.”

Rainbow Harbor Rules and Regulations, Section 3 – Rainbow Harbor Berthing Permits – Subsection J – Commercial Use of Docks – “All docks within the Long Beach Rainbow Harbor shall be used for commercial purposes unless the dock has been designated by the Manager for recreational, public or non-profit docking.”

5. CITY INSTALLED A NEW POWER PEDESTAL ON DOCK 4A OCCUPIED BY THE GRAND ROMANCE VESSEL

Due to improper wiring found during a routine inspection, on December 29, 2016, a new power pedestal was installed at the City's expense to support the Grand Romance. Cost approximately \$7,000.

Related Exhibit

Exhibit #8 – Photos of the newly installed power pedestal and connectors.

6. ON-DOCK MAINTENANCE ACTIVITIES NON-COMPLIANT WITH HARBOR ENVIRONMENTAL RULES AND MATERIALS ON DOCK – APRIL 25, 2017

On April 25, 2017, Marine Bureau staff observed Mr. Barker and his employees engaged in work activities aboard the vessel without proper containment measures in place. Staff observed materials/chips from this work activity being deposited on the dock and into the water of the harbor. Staff also observed substantial amounts of equipment, building material, oil drums, trash, furniture, and other property on the dock. In addition, staff

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also noticed that the commercial refrigeration equipment, which he was asked to remove in June 2016 and September 2016, was still in the Grand Romance's storage shed.

Related Exhibits

Exhibit #9 – Incident Report from April 25, 2017.

Exhibit #10 – Photos of conditions observed Dock 4A occupied by the Grand Romance on April 25, 2017.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – "Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names."

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection H – Vessel Maintenance – "Permittee shall not place or permit others performing repairs or other work on a vessel to place tools or equipment in a manner so as to obstruct access to docks."

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection H – Vessel Maintenance – "No material of any type resulting from maintenance work shall be allowed to become airborne, to land on the dock, or to enter the waters of the Long Beach Rainbow Harbor. This includes but is not limited to sanding of paint..."

Rainbow Harbor Environmental Policies – Chemical Storage – "Purchase only the amount of chemicals/paints needed for the project...Do not store more than three gallons total of paint and solvents on any storage or locker within the Rainbow Harbor".

Rainbow Harbor Environmental Policies – Engines and Bilges – "Recycle oil and diesel properly".

7. **MATERIALS ON DOCK, IMPROPER STORAGE OF OIL ON DOCK,
EVIDENCE OF PAINT CHIPS ENTERING WATER – MAY 1, 2017**

On May 1, 2017, Marine Bureau staff met Mr. Barker and his employees to assist with disposal of excess old paint, previously identified as having been stored in dock boxes during the April 25, 2017 visit to the dock. While on-site, staff observed additional non-compliant conditions, including additional oil containers on the dock, an inflatable auxiliary being stored under the dock's ramp, and both a stand-up paddle board and shopping cart on the dock. Staff observed materials/chips from prior work activity on the dock and in the water of the harbor.

Related Exhibits

Exhibit #11 – Incident Report from May 1, 2017.

Exhibit #12 – Various photos of conditions observed on May 1, 2017.

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Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – “Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection A – Storage on the Docks and Fingers – “Nothing shall be stored on docks and fingers except in the locker boxes approved by the Marine Bureau as to the type.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection H – Vessel Maintenance – “No material of any type resulting from maintenance work shall be allowed to become airborne, to land on the dock, or to enter the waters of the Long Beach Rainbow Harbor. This includes but is not limited to sanding of paint...”

Rainbow Harbor Environmental Policies – Engines and Bilges – “Recycle oil and diesel properly”.

Rainbow Harbor Environmental Policies – Chemical Storage – “Purchase only the amount of chemicals/paints needed for the project...Do not store more than three gallons total of paint and solvents on any storage or locker within the Rainbow Harbor”.

**8. NOTICE TO STOP MAINTENANCE/WORK ACTIVITIES ON DOCK 4A
OCCUPIED BY THE GRAND ROMANCE – MAY 10, 2017**

On May 10, 2017, Marine Bureau staff issued a directive to Mr. Barker to immediately stop all maintenance/work efforts of the vessel known as the Grand Romance Riverboat while the vessel is docked at Rainbow Harbor, instructing him that remaining work efforts need to be performed in a shipyard setting.

This directive was issued to Mr. Barker following the Marine Bureau staff having been contacted by the US Coast Guard, regarding the extensive nature of the work taking place aboard the vessel and their concern for this type of work taking place at the dock.

Related Exhibits

Exhibit #13 – May 10, 2017 correspondence to Mr. Barker, sent via US Mail.

Exhibit #14 – May 10, 2017, email correspondence to Mr. Barker, duplicating the letter sent via US Mail.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – “Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection H – Vessel Maintenance – “Major repairs or reconstruction work shall not be performed in or at any dock in Rainbow Harbor or other water areas within the limits of the City of Long Beach.”

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9. **MATERIALS ON DOCK – MAY 23, 2017**

On May 23, 2017, Marine Bureau staff requested Mr. Barker remove various property items improperly stored on Dock 4A assigned to the Grand Romance. Property items included, building materials, trash, metal rolling carts, light fixtures, tables, etc. Mr. Barker agreed to remove the property by May 29, 2017.

Related Exhibits

Exhibit #15 – Staff notes and photos of conditions observed on May 23, 2017.

Exhibit #16 – May 26, 2017 email to Mr. Barker, restating the timeline established for the dock's clean up.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – "Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names."

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection A – Storage on the Docks and Fingers – "Nothing shall be stored on docks and fingers except in the locker boxes approved by the Marine Bureau as to the type."

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection H – Vessel Maintenance – "Permittee shall not place or permit others performing repairs or other work on a vessel to place tools or equipment in a manner so as to obstruct access to docks."

10. **EXPOSED WIRING AT GRAND ROMANCE POWER PEDESTAL – JUNE 4, 2017**

On June 4, 2017, the Fire Department reported to Marine Bureau staff that, due to exposed wiring and an electrical cord that was left plugged into the power pedestal which had begun to burn up, they shut power off to Dock 4A assigned to Grand Romance.

When subsequently asked about the damage, Mr. Barker stated that he and his crew were not responsible for the damage, that he had checked the plug and turned off the breaker prior to leaving, and that his vessel was not present at the reported time of the damage. Mr. Barker speculated that another party may have caused the damage.

There was no evidence to support Mr. Barker's claim. The burnt cord in place at the time of the incident was the property of Mr. Barker, and was connected to the power pedestal assigned to his vessel. The incident resulted in damaging a component of the power pedestal. Mr. Barker was advised that he would be financially responsible for the repair.

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Related Exhibits

Exhibit #17 – Photos of the damaged power pedestal connector on June 4, 2017.

Exhibit #18 – June 9, 2017 activity log, documenting Marine Bureau staff contacted Mr. Barker regarding the burnt/damaged shore power connection.

Violations:

Permit 27350, Section 13 – Damage or Destruction of Improvements – Subsection 13.1. "The Permittee shall be responsible for reimbursing the City for the pro rata share of expenses incurred to repair or replace the damage or destruction to the Permit Area to the extent contributed to by the act of omission of Permittee, its employees or agents."

11. MATERIALS ON DOCK AND IMPROPER USE OF POWER PEDESTAL – JUNE 21, 2017

On June 21, 2017, Marine Bureau staff documented various property items improperly stored on Dock 4A assigned to the Grand Romance. Property items included, building materials, trash, metal rolling carts, floating debris, etc. In addition to the materials on dock, Marine Bureau staff also observed that both the Grand Romance Riverboat and the Jane Lynn, pirate/sailboat were improperly powering on-board equipment from the electrical pedestal outlets clearly marked "NOT FOR SHORE POWER".

Related Attachments

Attachment #19 – Various photos of the materials on dock and the improper use of power pedestal.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – "Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names."

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection A – Storage on the Docks and Fingers – "Nothing shall be stored on docks and fingers except in the locker boxes approved by the Marine Bureau as to the type."

12. UNAUTHORIZED CONNECTION TO POWER PEDESTAL – JULY 17, 2017

On July 17, 2017, while conducting routine trash removal, Marine Bureau staff observed an unauthorized hard-wired cord attached to the 200-amp shore power at Dock 4A assigned to the Grand Romance. At the time the 200-amp outlet was awaiting repair parts as a result of the June 4, 2017 incident outlined herein.

Grand Romance crew advised Marine Bureau staff that they had made this unauthorized connection the evening of June 16, 2017. For safety reasons the power to that pedestal was shut off on June 17, 2017.

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Related Exhibit

Exhibit #20 – Email exchange beginning July 17, 2017 through July 28, 2017 regarding the incident, and need for invoicing to Mr. Barker for required repairs.

Violations:

Permit 27350, Section 8 – Improvements – “Permittee shall not install, erect, or construct any building, improvement, or structure on the Permit Area nor alter the same without the prior written approval of the Manager...”

Permit 27350, Section 10 – Utilities – “If Permittee requires utilities which are beyond the capacity provided, Permittee shall coordinate and submit request for additional services through the Manager of the Marine Bureau.”

Permit 27350, Section 13 – Damage or Destruction of Improvements – “The Permittee shall be responsible for reimbursing the City for the pro rata share of expenses incurred to repair or replace the damage or destruction to the Permit Area to the extent contributed to by the act or omission of Permittee, its employees or agents.”

13. MATERIALS ON DOCK – JULY 31, 2017

On July 31, 2017, Marine Bureau staff attempted to reach Mr. Barker by telephone, regarding various property items improperly stored on Dock 4A assigned to the Grand Romance. Property items included: metal rolling carts, debris, five-gallon plastic buckets, rags, etc.

Related Exhibit

Exhibit #21 – Staff call log documenting voicemail message left for Mr. Barker regarding the matter and photo of conditions observed at Grand Romance Dock on July 31, 2017.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – “Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection A – Storage on the Docks and Fingers – “Nothing shall be stored on docks and fingers except in the locker boxes approved by the Marine Bureau as to the type.”

14. MATERIALS ON DOCK – AUGUST 14, 2017

On August 14, 2017, Marine Bureau staff observed various property items improperly stored on Dock 4A assigned to the Grand Romance and in the water adjacent the dock. Property items included: metal rolling carts, debris, stand up paddle board, hoses, and float.

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Related Exhibit

Exhibit #22 – Email advising staff to contact Mr. Barker to remove items and various photos of conditions observed at Grand Romance Dock on August 14, 2017.

Exhibit #23 – Email from Marine Bureau staff confirming August 15, 2017 follow up with Mr. Barker and his crew.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – “Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection A – Storage on the Docks and Fingers – “Nothing shall be stored on docks and fingers except in the locker boxes approved by the Marine Bureau as to the type.”

15. NOISE COMPLAINT – AUGUST 19, 2017

On August 19, 2017, Marine Bureau staff received an advisory email, from a commercial operator, which neighbors Dock 4A assigned to Grand Romance, reporting multiple complaints from their customers associated with what was characterized as “...extremely loud music...” coming from the Grand Romance on Aug. 18, 2017 from 10 pm to approximately 1:30 am.

Related Exhibit

Exhibit #24 – Email exchange beginning August 19, 2017 through August 24, 2017 regarding the incident, documenting telephone and email follow up with Mr. Barker.

Exhibit #25 – May 8, 2009 – Correspondence between Marine Bureau Manager and Mr. Barker establishing conditions to allow continued operations.

Violations:

Operating Conditions established May 8, 2009, at which time Mr. Barker agreed that all business operations aboard the Grand Romance would cease no later than 10 pm each day of the week, with the exception of Friday, which would cease at 11 pm – with the Grand Romance vessel docked and all patrons disembarked within 30 minutes, and no later than 10:30 pm, 11:30 pm on Friday.

Permit 27350, Section 2 – Uses – Subsection 2A – The Permit Area ... shall be used for the purpose of berthing Permittee’s vessel(s) and for embarking and disembarking passengers in connection with harbor cruises, dinner/brunch cruises and sightseeing.

16. IN PERSON MEETING WITH BILL BARKER – AUGUST 31, 2017

On August 31, 2017, Parks, Recreation and Marine Department, Contract Management Division Staff and Marine Bureau staff met with Mr. Barker to discuss areas of concern associated with his operation, as well as the potential extension of the expired operating permit. At that meeting, Mr. Barker was provided with a list of action items that required a resolution prior to the Marine Bureau Manager supporting a recommendation to enter into a new permit or extension.

These action items included:

- 1) Payment of all bills associated with unauthorized modification to a City owned power pedestal.
- 2) Discontinuation of the practice of conducting extensive work activities/vessel maintenance on the docks.
- 3) Maintaining his assigned dock free and clear of clutter and unsightly property.
- 4) Clean up of a storage shed on the dock, including removal of large commercial refrigeration equipment.
- 5) Removal of unauthorized vessels from the dock.
- 6) Improved presentation standard of the Grand Romance vessel.

At this meeting, Mr. Barker proposed providing a spare part (valued at approx. \$900) to the Marine Bureau in exchange for financial credit towards the repairs to the power pedestal. This request was entertained, and later denied.

Related Exhibits

Exhibit #26 – Outlook calendar record of the scheduled meeting, and those in attendance.

Exhibit #27 – Emails dated Oct. 1, 2017 and Nov. 1, 2018 to Queensway Bay Maintenance requesting their position regarding Mr. Barker's proposal to provide a spare part in exchange for a credit towards the amount owed for pedestal repairs.

Exhibit #28 – Email to Mr. Barker dated November 21, 2018, advising him that his request to apply the value of providing the City with a spare part towards the amount owed for pedestal repairs had been reviewed and denied.

17. NOISE COMPLAINT AND MAJOR WORK ABOARD VESSEL – OCTOBER 2, 2017

On the evening of October 2, 2017, Marine Bureau staff received a telephone call from a neighboring commercial operator, reporting loud noise coming from Dock 4A assigned to Mr. Barker and the Grand Romance vessel. The reporting party was advised to call Marine Patrol requesting that they respond. In addition, Marine Bureau staff responded to the Rainbow Harbor property, where they observed major power spraying / steam cleaning activities taking place aboard the Grand Romance. The activities included the use of large commercial equipment parked along the Rainbow Harbor Promenade – placed in a public use area without the permission or consent of the Marine Bureau staff.

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Mr. Barker was present, and Marine Bureau staff advised him that the work needed to stop immediately. Mr. Barker was reminded that this type of major repair/maintenance work may not be performed at the dock or at any other location in Rainbow Harbor. Beyond the disruptive nature of the activities, the work would have resulted in dislodged materials becoming airborne, leading to these materials and potential pollutants entering the waters of the harbor.

Related Exhibits

Exhibit #29 – October 9, 2017 email, following up on the incident reported and observed on October 2, 2017. Email further instructed Mr. Barker, that based on this incident and multiple prior interactions with Mr. Barker, that moving forward, no maintenance activity may take place on his behalf without first receiving the written prior approval from appropriate Marine Bureau staff.

Exhibit #30 – Screen Shots from video clip taken by Marine Bureau staff upon arrival at Rainbow Harbor on the evening of October 2, 2017. One screen shot image shows the large commercial equipment along the Promenade. One screen shot image shows staff member on the upper deck conducting work activity that appears to be power spraying.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – “Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection H – Vessel Maintenance – “Major repairs or reconstruction work shall not be performed in or at any dock in Rainbow Harbor or other water areas within the limits of the City of Long Beach.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection H – Vessel Maintenance – “No material of any type resulting from maintenance work shall be allowed to become airborne, to land on the dock, or to enter the waters of the Long Beach Rainbow Harbor. This includes but is not limited to sanding of paint...”

18. HARD WIRED POWER TO GRAND ROMANCE RIVERBOAT– OCTOBER 9, 2017

On October 9, 2017, Marine Bureau Staff inspected Dock 4A assigned to Mr. Barker, as a result of an afterhours call from Grand Romance staff indicating the loss of power to the dock. As part of this inspection a serious electrical issue was discovered. The Grand Romance Riverboat was connected to shore power in a manner that bypassed its shore power outlet (on the boat) and hardwired the electrical cord for power. To ensure the safety of the public and City property, maintenance staff turned off the power and unplugged the cord, following an attempt to reset the breaker, at which point staff heard a popping sound and observed a flash from the location where the power cord was attached to the Grand Romance vessel.

Related Exhibits

Exhibit #31 – October 9, 2017 email summarizing incident.

Exhibit #32 – Photo of hard wired connection to vessel, as discovered that day.

Violations:

Permit 27350, Section 8 – Improvements – “Permittee shall not install, erect, or construct any building, improvement, or structure on the Permit Area nor alter the same without the prior written approval of the Manager...”

Permit 27350, Section 10 – Utilities – “If Permittee requires utilities which are beyond the capacity provided, Permittee shall coordinate and submit request for additional services through the Manager of the Marine Bureau.”

19. **ENGINES AND BUCKETS OF OIL ON DOCK / UNAUTHORIZED WORK ON DOCK – NOVEMBER 1, 2017**

On November 1, 2017 at approximately 2:50 pm, Marine Bureau staff observed large engines and a bucket of oil on Dock 4A.

Mr. Barker was present, and stated that the engines were removed from the Jane Lynn, the pirate style sailboat berthed on that same dock.

Staff advised Mr. Barker that the oil must be removed from the dock immediately and that the engines needed to be removed by the following day. Staff reminded Mr. Barker that such work (engine removal) was not permissible at the dock, and that he should have gone to a shipyard in order to perform this scope of work, where proper crane and containment equipment would have been in place. Mr. Barker had not requested or received authorization for this work to take place, per the standard established following the October 2, 2017 incident.

Related Exhibits

Exhibit #33 – November 1, 2017 Incident Report.

Exhibit #34 – Various photos of the engines, oil buckets, and other materials on dock in connection with this work activity.

Violations:

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – “Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection H – Vessel Maintenance – “Major repairs or reconstruction work shall not be performed in or at any dock in Rainbow Harbor or other water areas within the limits of the City of Long Beach.”

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Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection H – Vessel Maintenance – “Permittee shall not place or permit others performing repairs or other work on a vessel to place tools or equipment in a manner so as to obstruct access to docks.”

Rainbow Harbor Environmental Policies – Engines and Bilges – “Recycle oil and diesel properly”.

20. FAILURE TO REMOVE UNAUTHORIZED VESSEL FROM DOCK / SUNKEN VESSEL – OCTOBER 31 – NOVEMBER 13, 2017

As referenced above, at the August 31st meeting with Mr. Barker and Parks, Recreation and Marine representatives, Mr. Barker was reminded that the Jane Lynn vessel needed to be removed from the Rainbow Harbor. At this meeting a deadline of October 31, 2017 was set for the vessel's removal.

As indicated in September of 2016, this vessel did not comply with Section 2 – Uses of Permit 27350. At the time, Mr. Barker indicated that the vessel was slated for harbor cruises as allowed under his permit. The vessel was given authorization to remain in the harbor pending the submission of the required paperwork. However, Mr. Barker failed to comply with the request to provide a business proposal for consideration.

On November 1, 2017, Marine Bureau staff contacted Mr. Barker inquiring about the removal of the Jane Lynn. The vessel remained in Rainbow Harbor beyond the previously established deadline. Mr. Barker stated he had been attempting to sell the vessel, and that complications associated with the sale had taken place. He was requesting additional time. Mr. Barker requested and was provided an extended timeframe – through November 8, 2017 to remove the vessel.

On November 13, 2017, the Jane Lynn was discovered sunken in Rainbow Harbor at Dock 4A, assigned to Mr. Barker. Marine Bureau staff later learned that the liability insurance protecting Mr. Barker and the City from liability associated with the vessel had expired without renewal on November 1, 2017.

Related Exhibits

Exhibit #35 – Photos of sunken vessel.

Exhibit #36 – November 20, 2017 email to Mr. Barker following the vessel having been successfully raised and removed from Rainbow Harbor. Email provides follow up timeline for the removal of loose property on the dock associated with the vessel's sinking. Email provides instruction that under no circumstances should the vessel be returned to the Harbor.

Exhibit #37 – Photos of property on dock following the sinking of the vessel.

Exhibit #38 – November 13, 2017 Long Beach Fire Department Activity Log, documenting their response to the vessel's sinking.

Violations:

Municipal Code, Section 16.08.550 Mooring – By Permit or Temporary Mooring – No person shall make fast or tie up any vessel to any wharf, pier, mooring, gangway, or dock.... Unless a permit is issued pursuant to this chapter and the written consent of the owner, agent, or person in charge of the wharf, pier, mooring, gangway or dock...

Permit 27350, Section 2 – Uses – Subsection B. – “No use not specifically permitted by this section shall be allowed without the written permission of the Manager.”

Permit 27350, Section 2 – Uses – Subsection 2.2. – Rainbow Harbor Rules and Regulations – “Permittee shall comply with the Rainbow Harbor Rules and Regulations of the City of Long Beach whether known by that or some other name or names.”

Rainbow Harbor Rules and Regulations, Section 3 – Rainbow Harbor Berthing Permits – Subsection J – Commercial Use of Docks – “All docks within the Long Beach Rainbow Harbor shall be used for commercial purposes unless the dock has been designated by the Manager for recreational, public or non-profit docking.”

Rainbow Harbor Rules and Regulations, Section 4 – General Regulations – Subsection M – Unseaworthy Vessels – “Vessel shall not be in a state of deterioration or dilapidated...Vessel shall be watertight”

21. SUMMARY COMMUNICATION TO PARKS, RECREATION & MARINE DIRECTOR REGARDING PERMIT 27350 WITH BILL BAKER, DBA THE GRAND ROMANCE RIVERBOAT– JANUARY 4, 2018

On January 4, 2018, the Marine Bureau provided Parks, Recreation & Marine Director with summary information associated with staff recommendation to terminate the operator's month to month hold over.

Related Exhibit

Attachment #39 – January 4, 2018 email to Marie Knight.

22. TERMINATION OF PERMIT – FEBRUARY 5, 2018

On February 5, 2018, Parks, Recreation & Marine Director issued a termination letter of Permit #27350 to Mr. Barker. The letter was hand delivered to Mr. Barker.

Related Exhibit

Exhibit #40 – February 5, 2018 letter to Mr. Barker from Marie Knight.

24. LETTER FROM MR. BARKER TO MARIE KNIGHT – FEBRUARY 7, 2018

On February 7, 2018 Mr. Barker hand delivered a letter addressed to Marie Knight, outlining his objections, explanation, and circumstances associated with events leading to the termination.

Related Exhibit

Exhibit #41 – February 7, 2018 letter from Mr. Barker and Mr. Charley, requesting hearing.

24. **MEETING WITH MARINE BUREAU MANAGER, MARINE OPERATIONS
SUPERINTENDENT AND GRAND ROMANCE RIVERBOAT
REPRESENTATIVES – FEBRUARY 23, 2018**

As requested by Mr. Barker, Elvira Hallinan, Bill Barker, Rich Charley, and Kurt Borsting met to discuss the termination of Permit #27350 hold over. At that time, Mrs. Hallinan indicated that the termination stood and informed Mr. Barker and Mr. Charley of their rights to appeal the decision and request a hearing before the Marine Advisory Commission.

Related Exhibit

Exhibit #42 – Letter Mr. Barker presented at the February 23, 2018 meeting.

Exhibit #43 – February 23, 2018 letter from Mr. Barker and Mr. Charley, requesting hearing.

25. **OTHER RELATED DOCUMENTS**

Exhibit #44 – Rainbow Harbor Rules and Regulations

Exhibit #45 – Rainbow Harbor Environmental Policies

Exhibit #46 – Permit #27350 between the City of Long Beach and Bill Barker dba, Grand Romance Riverboat.

Attachments

Exhibits 1 - 46



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

MARINE BUREAU

Long Beach Shoreline Marina
450 East Shoreline Drive, LB, CA 90802
(562) 570-4950 FAX (562) 570-1799

Alamitos Bay Marina
205 Marina Drive, LB, CA 90803
(562) 570-3215 FAX (562) 570-3247

Rainbow Harbor Marina
200B Aquarium Way, LB, CA 90802
(562) 570-8636 FAX (562) 570-8640

November 5, 2013

Bill Barker
Grand Romance Riverboat
1658 W. 130th Street
Gardena, CA 90249

Ref: Permit # 27350
City of Long Beach - Rainbow Harbor

Mr. Barker,

It has come to my attention that someone on your staff has modified the electrical panel utilized by your vessel (photo attached). Modifications such as these are in violation of Section 8: Improvements of Permit # 27917, which states; "Permittee shall not install, erect, or construct any building, improvement, or structure on the Permit Area nor alter the same without the prior written approval of the Manager." And, Section 10: Utilities, which states; "If Permittee requires utilities which are beyond the capacity provided, Permittee shall coordinate and submit request for additional services through the Manager of the Marine Bureau."

Unauthorized electrical modifications not completed by a certified electrician with the proper insurance could result in health and safety issues for all or some tenants at Rainbow Harbor. Be advised, any costs associated with inspecting and/or correcting the unauthorized modifications are the responsibility of The Grand Romance Riverboat.

In the future, the City shall consider such violations as reasonable cause to terminate your permit upon 60 days written notice. Should you have any questions, I can be reached at 562-570-3215.

Respectfully,

A handwritten signature in blue ink that reads "Elvira Hallinan".

Elvira Hallinan
Acting Manager
Marine Bureau
EH:vac

- c: George Chapjian, Director, Parks, Recreation and Marine
Robert Livingstone, Manager, Contracts and Leases
✓ Joe Pitisi, Rainbow Harbor Supervisor
Permit File

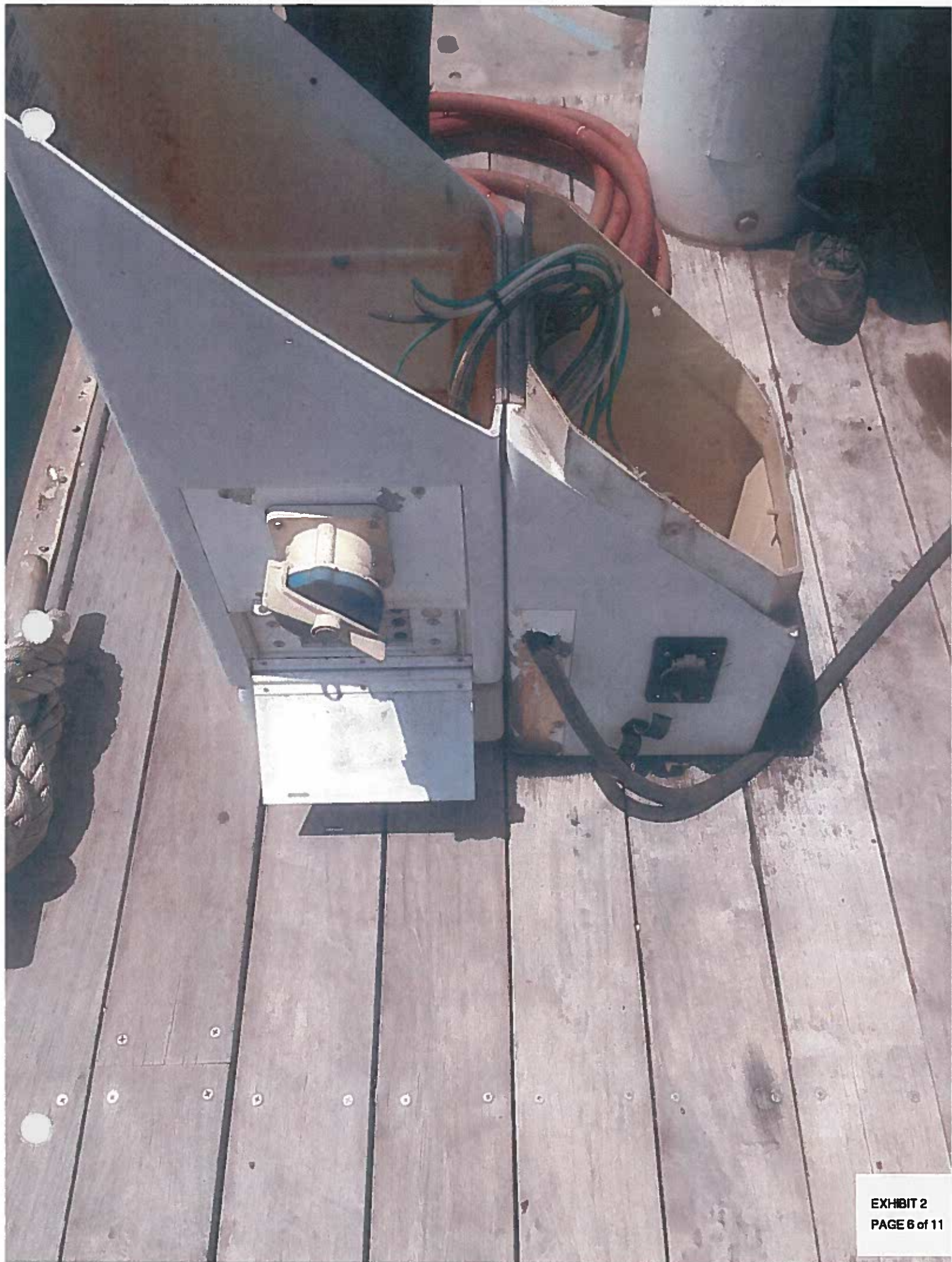


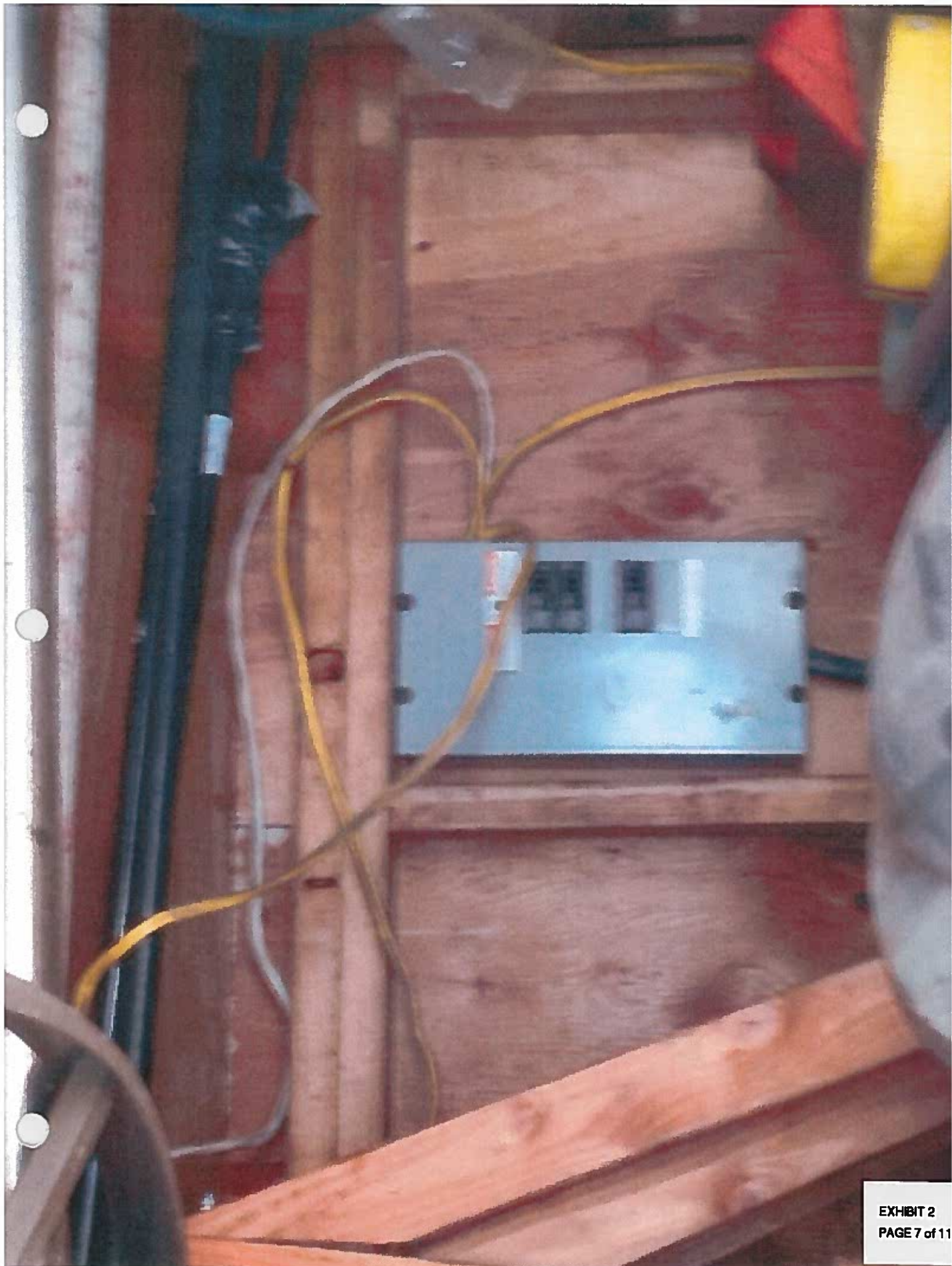






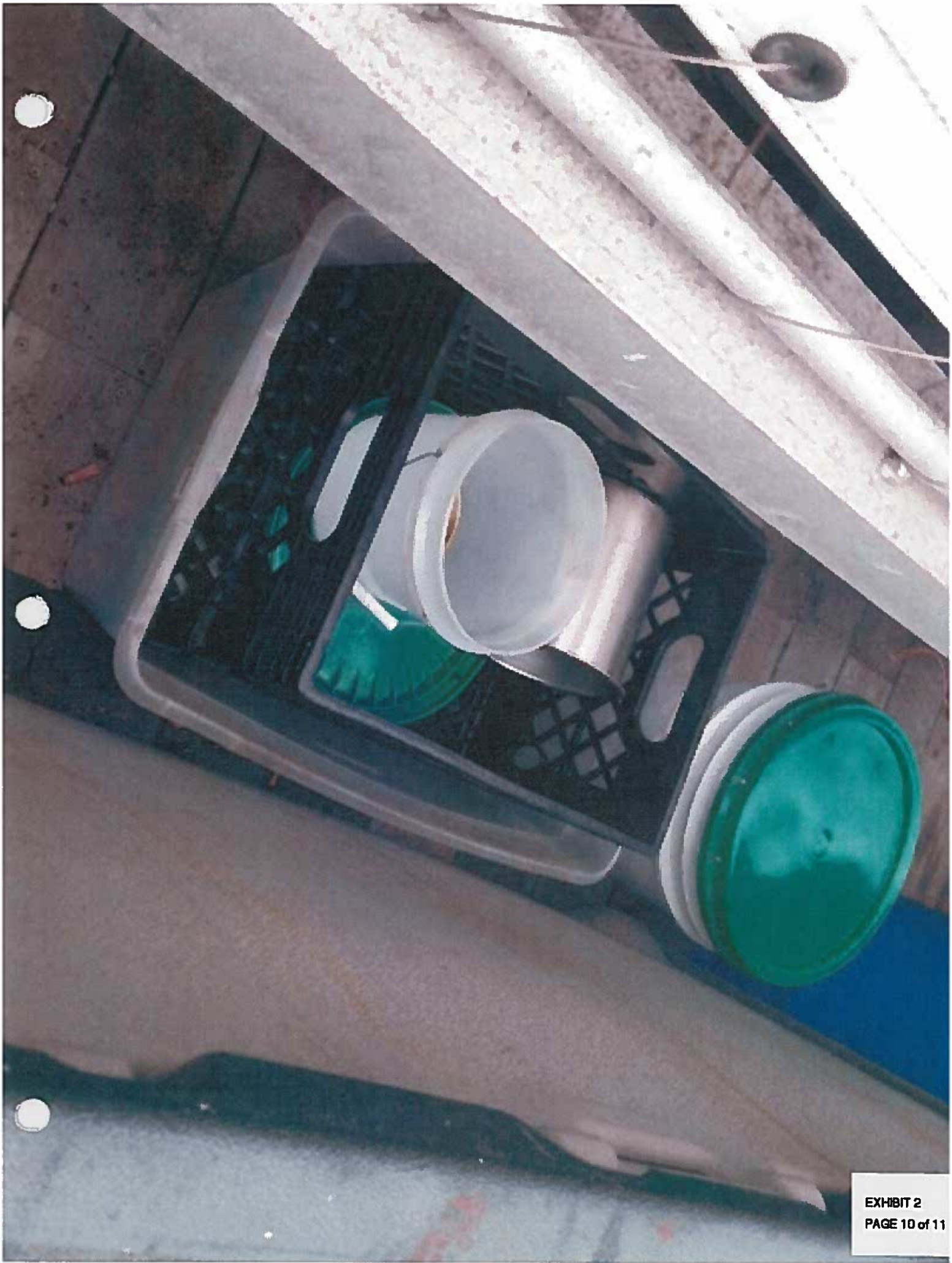
















CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

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Rainbow Harbor/Marina
200B Aquarium Way, LB, CA 90802
(562) 570-8636 FAX: (562) 570-8640

August 1, 2016

Mr. Bill Barker
Grand Romance Riverboat
17897-A Marygold
Bloomington, CA 92316-1919

Ref: Permit #100013
City of Long Beach – Rainbow Harbor

Dear Mr. Barker,

This letter serves as a follow up to the in-person meeting and dock inspection (Rainbow Harbor, Dock 4A), conducted with you and various members of the City of Long Beach Marine Bureau staff on Friday, June 17, 2016. Please also know an earlier attempt to send you this correspondence was made via certified mail, however the letter was returned to our office, it was directed to an out-of-date address.

As you'll recall from the June 17th inspection, a number of serious safety concerns were identified and brought to your attention, all of which required prompt action to correct the problem conditions. These items include:

- Excessive storage of materials on the dock, largely associated with equipment stored in the dock's tuff shed structure (including among other property, non-operating industrial freezer and refrigeration equipment)
- Various hoses and cords which were not properly stored on the dock
- Non-compliant electrical wiring which were supporting equipment in the storage shed
- Modified power pedestal – featuring hard wired connection leading from dock to the Grand Romance vessel.
- Hazardous (and spliced) non-marine grade electrical cords in use on the dock
- Various flammable items (gasoline, propane tanks, solvents, etc.) improperly stored on the dock, within your assigned storage shed
- Materials stored on dock below gangway area.

A follow up inspection of the dock's electrical system was conducted on June 25, 2016 by a City of Long Beach electrician. As part of this inspection – several on-site repairs took place, including the installation/replacement of a GFI breaker/outlet. As part of this same inspection it was determined that power to one of the dock's power pedestal needed to be disconnected for the time being, due to more extensive repair requirements.

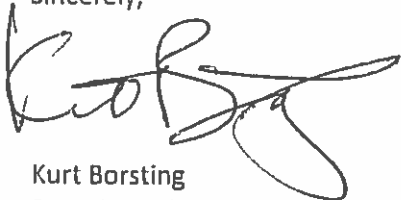
As for the modified power pedestal, this condition appears to be the same item previously communicated to you in a correspondence dated November 5, 2013, from Elvira Hallinan (provided as an attachment). As was communicated to you in this prior letter, be advised that you and your staff should make no modifications to the dock system (electrical or otherwise) without the prior written permission of the Marine Bureau Manager. Since this modification was not authorized by the Marine Bureau, the City will initiate repairs to that power system and the costs associated with doing so will be invoiced to Grand Romance Riverboat.

Hopefully the items we discussed at the June 17th meeting have already been corrected by you and your staff. If for some reason they have not, or are now only in progress, please commit immediate attention and resources to complete the following items: 1) clear and remove all non-essential items from the dock's overloaded storage shed to reduce the overall weight load imposed on the dock structure (including but not limited to the aforementioned commercial refrigeration equipment); 2) properly store hoses and cords used on the dock; 3) use only non-modified marine grade electrical cord and connectors; 4) remove all flammable/combustible materials from dock storage; 5) remove all materials stored on dock below gangways; and 5) refrain from making any modifications to docks without prior written permission of the Marine Bureau Manager.

Our staff will make arrangements to re-inspect your assigned dock space two weeks from now. If the items listed herein have not been corrected or should additional violations take place, the City shall consider such violations as reasonable cause to terminate your permit upon 60 days written notice.

Should you have any questions, I can be reached at 562-570-4960.

Sincerely,



Kurt Borsting
Superintendent for Marine Operations
Marine Bureau
City of Long Beach

cc. R. Livingstone, Contracts Management Officer
E. Hallinan, Manager, Marine Bureau
Stephanie Hardy, Acting Supervisor Rainbow Harbor
Permit File

7013 3020 0001 6844 1996

U.S. Postal Service TM	
CERTIFIED MAIL TM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
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PS Form 3800, August 2005 See Reverse for Instructions



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

MARINE BUREAU

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(562) 570-3215 FAX: (562) 570-3247

Rainbow Harbor/Marina
200B Aquarium Way, LB, CA 90802
(562) 570-8636 FAX: (562) 570-8640

July 12, 2016

Mr. Bill Barker
Grand Romance Riverboat
1658 West 130th Street
Gardena, CA 90249

Ref: Permit #100013
City of Long Beach – Rainbow Harbor

Dear Mr. Barker,

This letter serves as a follow up to the in-person meeting and dock inspection (Rainbow Harbor, Dock 4A), conducted with you and various members of the City of Long Beach Marine Bureau staff on Friday, June 17, 2016.

As you'll recall from that day's inspection, a number of serious safety concerns were identified and brought to your attention, all of which required prompt action to correct the problem conditions. These items include:

- Excessive storage of materials on the dock, largely associated with equipment stored in the dock's tuff shed structure (including among other property, non-operating industrial freezer and refrigeration equipment)
- Various hoses and cords which were not properly stored on the dock
- Non-compliant electrical wiring which were supporting equipment in the storage shed
- Modified power pedestal – featuring hard wired connection leading from dock to the Grand Romance vessel.
- Hazardous (and spliced) non-marine grade electrical cords in use on the dock
- Various flammable items (gasoline, propane tanks, solvents, etc.) improperly stored on the dock, within your assigned storage shed
- Materials stored on dock below gangway area.

A follow up inspection of the dock's electrical system was conducted on June 25, 2016 by a City of Long Beach electrician. As part of this inspection – several on-site repairs took place, including the installation/replacement of a GFI breaker/outlet. As part of this same inspection it was determined that power to one of the dock's power pedestal needed to be disconnected for the time being, due to more extensive repair requirements.

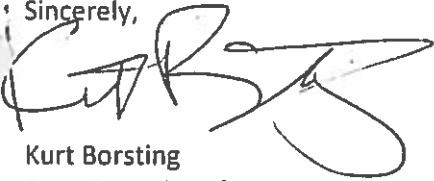
As for the modified power pedestal, this condition appears to be the same item previously communicated to you in a correspondence dated November 5, 2013, from Elvira Hallinan (provided as an attachment). As was communicated to you in this prior letter, be advised that you and your staff should make no modifications to the dock system (electrical or otherwise) without the prior written permission of the Marine Bureau Manager. Since this modification was not authorized by the Marine Bureau, the City will initiate repairs to that power system and the costs associated with doing so will be invoiced to Grand Romance Riverboat.

Hopefully the items we discussed at the June 17th meeting have already been corrected by you and your staff. If for some reason they have not, or are now only in progress, please commit immediate attention and resources to complete the following items: 1) clear and remove all non-essential items from the dock's overloaded storage shed to reduce the overall weight load imposed on the dock structure (including but not limited to the aforementioned commercial refrigeration equipment); 2) properly store hoses and cords used on the dock; 3) use only non-modified marine grade electrical cords and connectors; 4) remove all flammable/combustible materials from dock storage; 5) remove all materials stored on dock below gangways; and 5) refrain from making any modifications to docks without prior written permission of the Marine Bureau Manager.

Our staff will make arrangements to re-inspect your assigned dock space two weeks from now. If the items listed herein have not been corrected or should additional violations take place, the City shall consider such violations as reasonable cause to terminate your permit upon 60 days written notice.

Should you have any questions, I can be reached at 562-570-4960.

Sincerely,



Kurt Borsting
Superintendent for Marine Operations
Marine Bureau
City of Long Beach

cc. R. Livingstone, Contracts Management Officer
E. Hallinan, Manager, Marine Bureau
Stephanie Hardy, Acting Supervisor Rainbow Harbor
Permit File



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

MARINE BUREAU

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Alan Los Bay Marina
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(562) 570-3215 FAX (562) 570-3717

Rainbow Harbor Marina
2000 Aqueduct Way, LB, CA 90802
(562) 570-8625 FAX (562) 570-8040

October 11, 2016

Mr. Bill Barker
Grand Romance Riverboat
17897-A Marygold
Bloomington, CA 92316-1919

Ref: Permit #100013 - City of Long Beach - Rainbow Harbor

Dear Mr. Barker,

This letter serves as a follow up to the re-inspection of the Grand Romance Riverboat Dock (Rainbow Harbor, Dock 4A), conducted with you and various members of the City of Long Beach Marine Bureau staff on Friday, September 2, 2016. As you know, this was a follow up to a prior safety inspection conducted on June 17, 2016.

While some progress was made related to some of the safety concerns previously identified at June 17th inspection, a number of serious safety concerns remained outstanding at the time of the September 2nd re-inspection. These issues included:

- Excessive storage of materials largely associated with equipment stored in the dock's tuff shed structure (including among other property, non-operating industrial freezer and refrigeration equipment)
- Modified power pedestal - featuring hard wired connection leading from dock to the Grand Romance vessel
- Various flammable items (gasoline, propane tanks, solvents, etc.) improperly stored on the dock, within your assigned storage shed

Hopefully the items we discussed at the September 2nd meeting have already been corrected by you and your staff. If for some reason they have not, or are now only in progress, please commit immediate attention and resources to complete the following items: 1) clear and remove all non-essential items from the dock's overloaded storage shed to reduce the overall weight load imposed on the dock structure (including but not limited to the aforementioned commercial refrigeration equipment); 2) remove all flammable/combustible materials from dock storage; and 3) refrain from making any modifications to docks without prior written permission of the Marine Bureau Manager.

Our staff will make arrangements to perform a third and final re-inspection of your assigned dock space two weeks from now. If the items listed herein have not been corrected or should additional violations be discovered at that time, the City shall consider such violations as reasonable cause to terminate your permit upon 60 days written notice.

Should you have any questions, I can be reached at 562-570-4960.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
Marine Bureau
City of Long Beach

cc: R. Livingstone, Contracts Management Officer
E. Hallinan, Manager, Marine Bureau
S. Hardy, Acting Supervisor Rainbow Harbor
Permit File

Kurt Borsting

From: Kurt Borsting
Sent: Tuesday, October 11, 2016 5:04 PM
To: grandromance@yahoo.com
Cc: Stephanie Hardy
Subject: Dock Inspection Follow Up Letter
Attachments: Scanned from a Xerox multifunction device.pdf

Dear Mr. Barker – Attached is a follow up letter associated with the recent dock inspection conducted last month. Thank you in advance for quickly addressing the issues outlined in the letter.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine City of Long Beach
562-570-4960



CITY OF LONG BEACH

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Rainbow Harbor/Marina
2000 Aquarium Way, LB, CA 90802
(562) 570-8635 FAX (562) 570-8640

Mr. Bill Barker
Grand Romance Riverboat
17897-A Marygold Ave.
Bloomington, CA 92316-1919

October 4, 2016

Ref: Non-Permitted Vessels Moored at Dock 4A - City of Long Beach – Rainbow Harbor

Dear Mr. Barker,

This letter is a follow up to our telephone discussion on September 29, 2016, regarding the two vessels (one recreational vessel and one commercial vessel) now moored at the Grand Romance dock (Rainbow Harbor, Dock 4A).

Per our discussed last week, the first vessel in question (CF #7415HV) is non-permitted with the City of Long Beach Marine Bureau. Our office has no records authorizing it to be moored at that dock, nor has our office been provided any documentation regarding the vessel's ownership or proof of liability insurance, naming the City of Long Beach as additional insured on the insurance policy.

Please make arrangements for removing the vessel from the harbor as soon as possible, but no later than the end of the business day, Monday, October 31st, 2016. Should the vessel remain on the dock beyond this established deadline for removal, it will be subject to impound.

Should you wish to secure a location for this vessel at one of the Long Beach Marinas, please contact Eric Skelly, Shoreline Marina Supervisor, at 562-570-4950 to discuss current slip availability. If we are unable to assist you in securing a slip, or should you not wish to moor the vessel locally, Eric can also refer you to other Southern California marina locations. Please make these arrangements ASAP, to avoid reaching the end of month deadline without resolution.

Regarding other vessel moored at the dock (the pirate ship), that you intend to incorporate into your business operations, please work with Stephanie Hardy to update your permit file (including documentation, insurance, photos, etc.) for that vessel. A vessel inspection to confirm the sea-worthy condition of the boat is also required. In this case, please make arrangements to complete these permit requirements by no later than Friday, October 14th, 2016. Please also provide a copy of your business plan for incorporating this vessel into your business operation, so it can be reviewed and considered for your operating permit.

Should you have any questions, I can be reached at 562-570-4960.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
Marine Bureau
City of Long Beach

cc. E. Hallinan, Manager, Marine Bureau
Stephanie Hardy, Rainbow Harbor
Eric Skelly, Shoreline Marina
Permit File

Kurt Borsting

From: Kurt Borsting
Sent: Friday, October 28, 2016 2:55 PM
To: grandromance@yahoo.com
Cc: Stephanie Hardy
Subject: RE: Non-Permitted Vessels - Grand Romance

Mr. Barker – It was good speaking with you this morning and again this afternoon. Thank you for letting me know you have plans in motion to relocate the non-permitted recreational vessels from the Grand Romance dock on Monday, October 31, 2016.

Thanks also for agreeing to provide the required documentation, insurance, and to schedule an inspection (soon thereafter) of the 'pirate' vessel you plan to incorporate into your business operations at the dock, by no later than Tuesday, November 1, 2016. As you'll recall, the original timeframe set for properly adding this vessel to the grand romance permits was Oct. 14, 2016.

Please know, it is critically important that you address both these issues during the first few days of next week to avoid the vessels being impounded.

I appreciate your help on both these fronts.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine
City of Long Beach
562-570-4960

CITY OF
LONG BEACH

From: Kurt Borsting
Sent: Wednesday, October 05, 2016 12:53 PM
To: grandromance@yahoo.com
Subject: Non-Permitted Vessels - Grand Romance

Mr. Barker – Attached is a follow up letter from our recent conversations. Thank you in advance with your assistance in relocating the non-permitted vessels from the Rainbow Harbor dock assigned to Grand Romance within the timeframe established in the letter.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine

Kurt Borsting

From: Kurt Borsting
Sent: Wednesday, November 02, 2016 12:29 PM
To: grandromance@yahoo.com
Cc: Stephanie Hardy
Subject: Re: Non-Permitted Vessels - Grand Romance

Mr. Barker - I was disappointed to learn from Stephanie Hardy, at the Rainbow Harbor office yesterday, that you had not removed the non-permitted recreational vessel from the dock assigned to grand romance, and that you have not provided her with the documents required for the second non-permitted vessel (insurance and ownership documents) to begin its permitting process. The deadlines established and communicated to you for both these processes to take place have now both lapsed.

Stephanie further advised me that you instead plan to remove the recreational vessel from the Harbor on Thursday, November 3rd.

Please be advised that if the recreational vessel remains in the harbor beyond 4 pm this Thursday, and if the required documents are not provided for the second vessel to begin the permit request process, again no later than 4 pm this Thursday, both vessels will be subject to impound - which I sincerely hope we can avoid.

Thank you for your immediate attention to both these situations.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
City of Long Beach

From: Kurt Borsting
Sent: Friday, October 28, 2016 2:54:45 PM
To: grandromance@yahoo.com
Cc: Stephanie Hardy
Subject: RE: Non-Permitted Vessels - Grand Romance

Mr. Barker – It was good speaking with you this morning and again this afternoon. Thank you for letting me know you have plans in motion to relocate the non-permitted recreational vessels from the Grand Romance dock on Monday, October 31, 2016.

Thanks also for agreeing to provide the required documentation, insurance, and to schedule an inspection (soon thereafter) of the 'pirate' vessel you plan to incorporate into your business operations at the dock, by no later than Tuesday, November 1, 2016. As you'll recall, the original timeframe set for properly adding this vessel to the grand romance permits was Oct. 14, 2016.

Please know, it is critically important that you address both these issues during the first few days of next week to avoid the vessels being impounded.

I appreciate your help on both these fronts.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine
City of Long Beach
562-570-4960

CITY OF
LONG BEACH

From: Kurt Borsting
Sent: Wednesday, October 05, 2016 12:53 PM
To: grandromance@yahoo.com
Subject: Non-Permitted Vessels - Grand Romance

Barker – Attached is a follow up letter from our recent conversations. Thank you in advance with your assistance in relocating the non-permitted vessels from the Rainbow Harbor dock assigned to Grand Romance within the timeframe established in the letter.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine
City of Long Beach
562-570-4960

CITY OF
LONG BEACH







Incident Report

Today's Date: 4/25/17

Staff Person Reporting Incident: A. SMOYER

Site of Incident: DOCK 4A- GRAND ROMANCE

Date of Incident: 4/25/17

Report Narrative (Please provide the who, what, when, where, why and how. Use the back of this form if necessary):

WITNESSED BILL BARKER AND EMPLOYEES GRINDING
ON DECK OF GRAND ROMANCE WITHOUT SHOPVAC FOR
CHIPS. CHIPS ON DOCK AND GOING IN WATER. WELDING
EQUIPMENT, METAL SHEETS, TRASH, FURNITURE, 55 GAL.
BARRELS FULL OF OIL, AND DOCKBOXES FULL OF
PAINT. ERIC AND I SPOKE TO OWNER, BILL BARKER,
AND ASKED HIM TO USE A SHOPVAC WHEN SANDING/
GRINDING. WE ALSO ASKED HIM TO CLEAN UP THE
TRASH, FURNITURE, 55 GAL. DRUMS W/ OIL, STORAGE BIN
WITH PAINT, AND KEEP CLEAN. WE ALSO AGREED TO HELP
DISPOSE OF THE TOXIC PAINT WASTE AFTER HE SORTS IT. ~~AS~~
ERIC ALSO DISCOVERED HUGE FRIDGE/FREEZER IN SHED.

Incident Report By: A. SMOYER

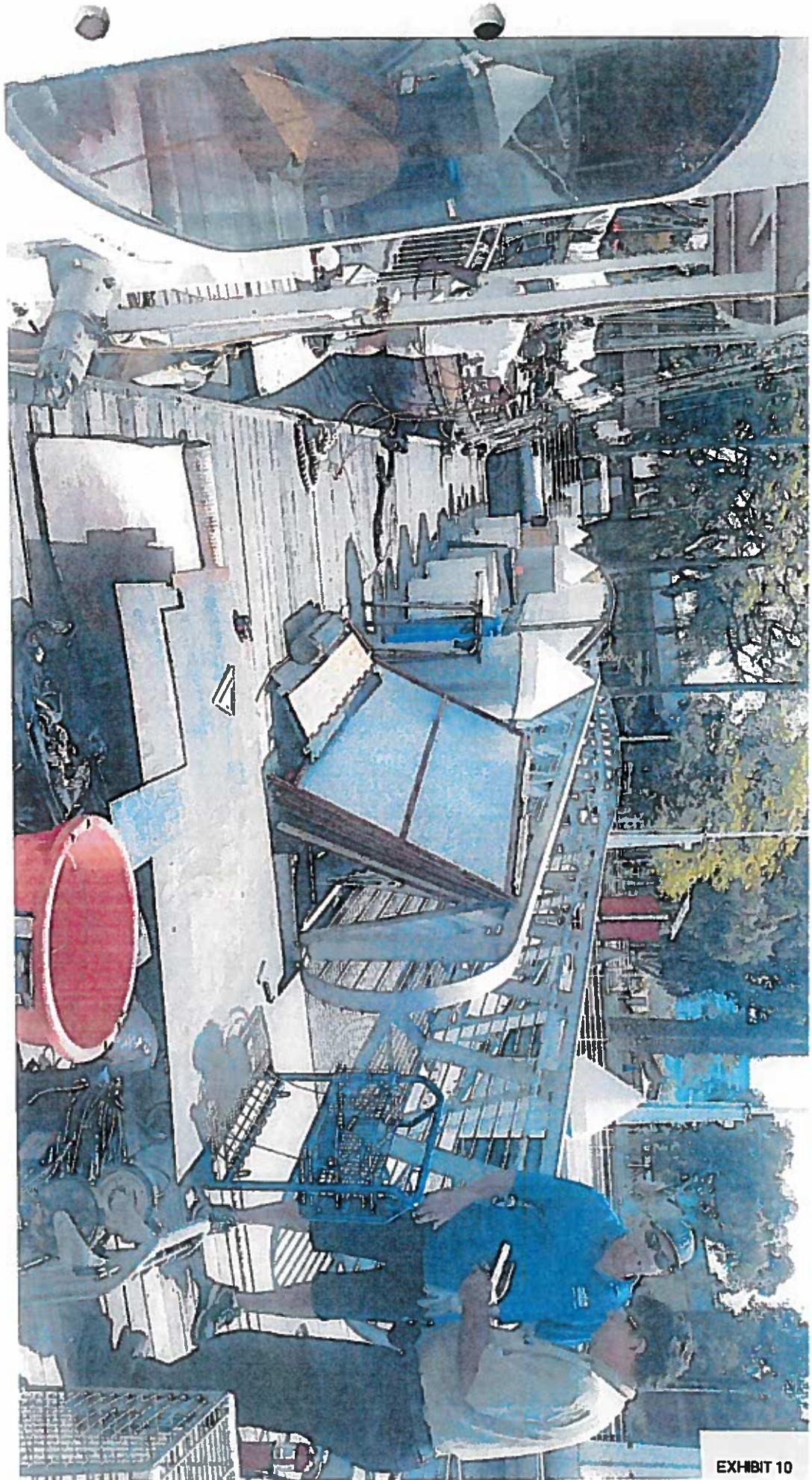
Date: 4/25/17

Supervisor Signature: [Signature]

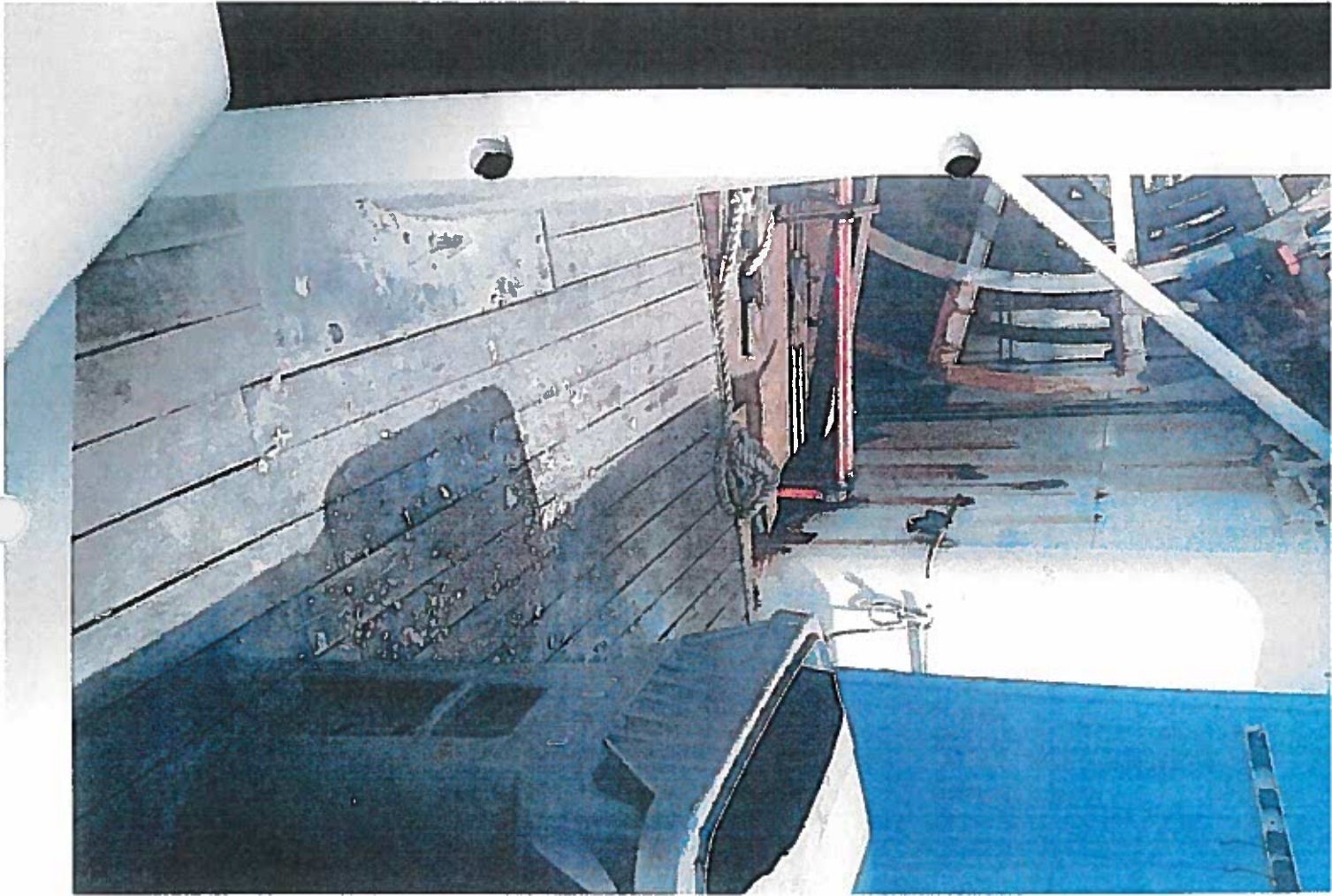
Date: 5/1/17

Superintendent Signature: _____

Date: _____



4/25/17
AS



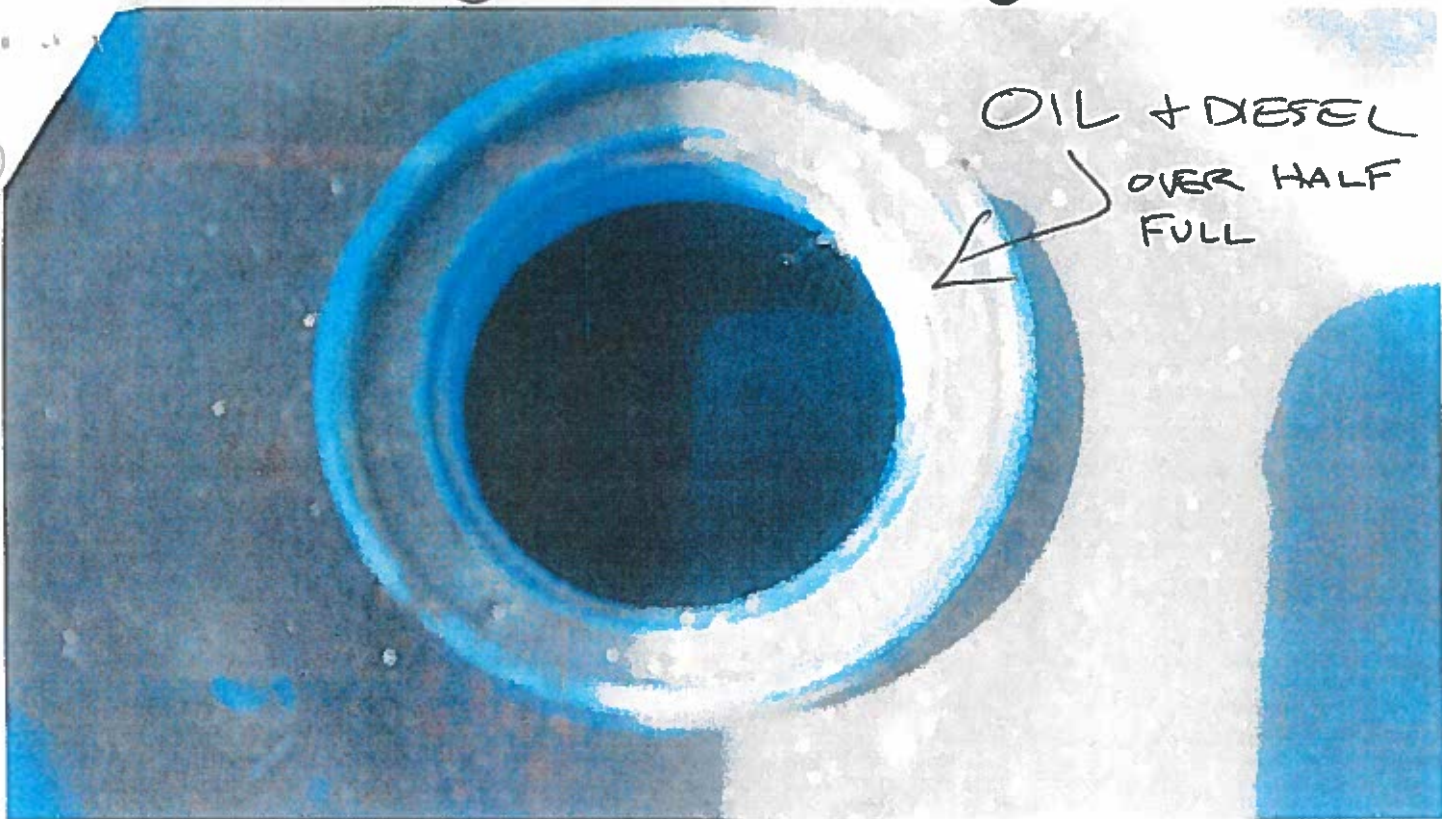
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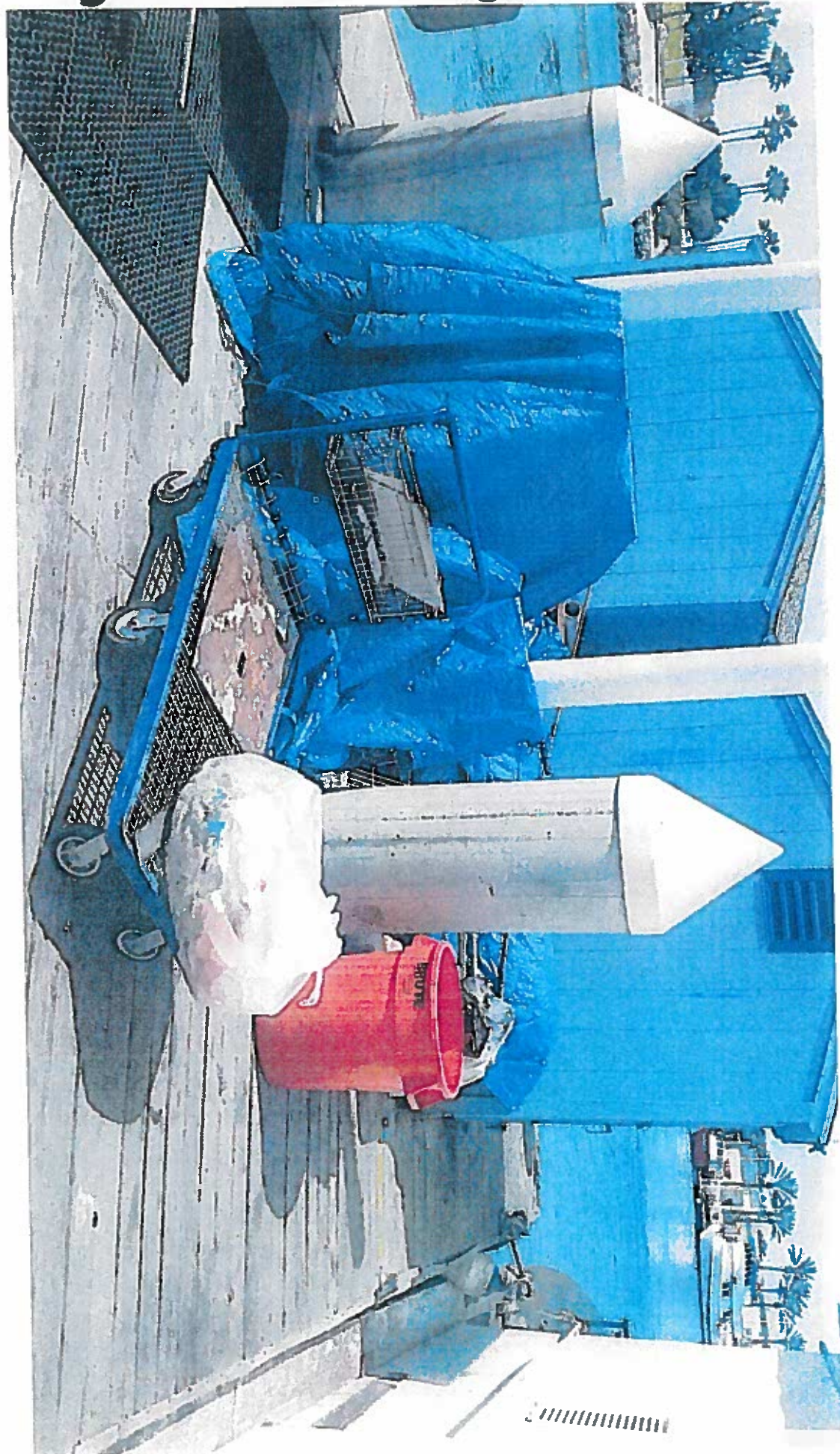
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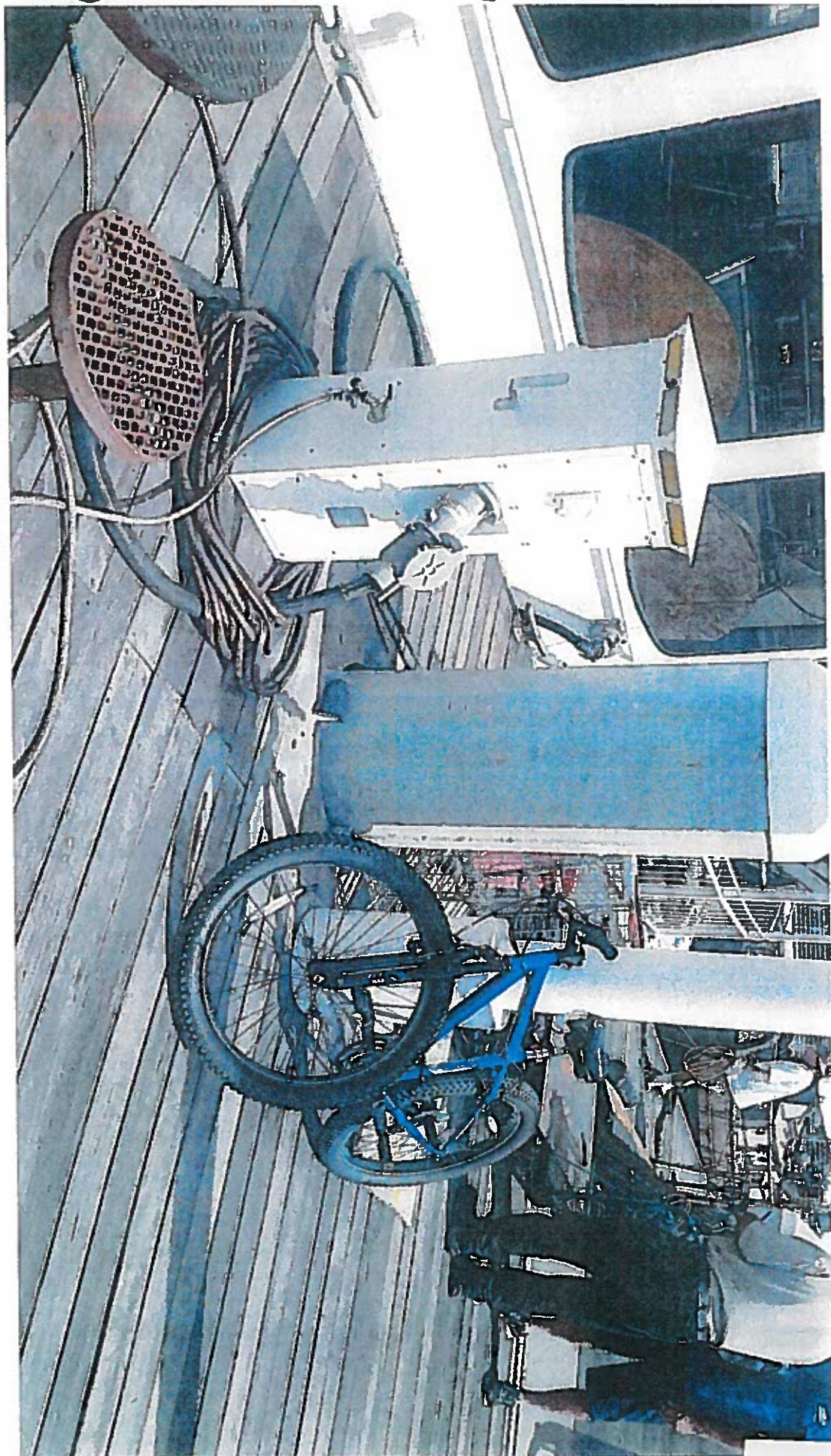
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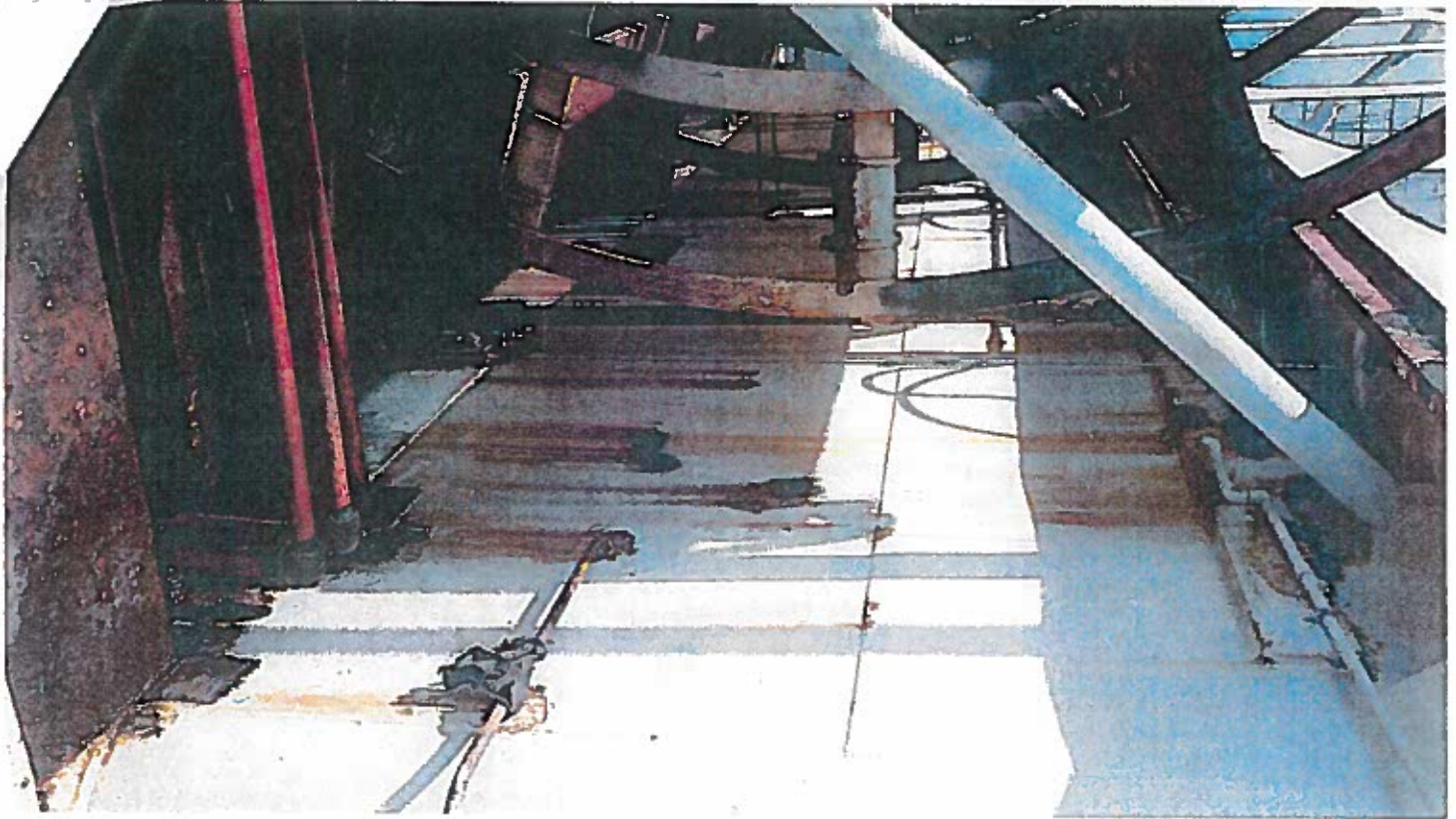
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AS



4/25/17 AS



4/20/17 AS



4/26/17 AS



W/20/17 AS



4/26/17
AS

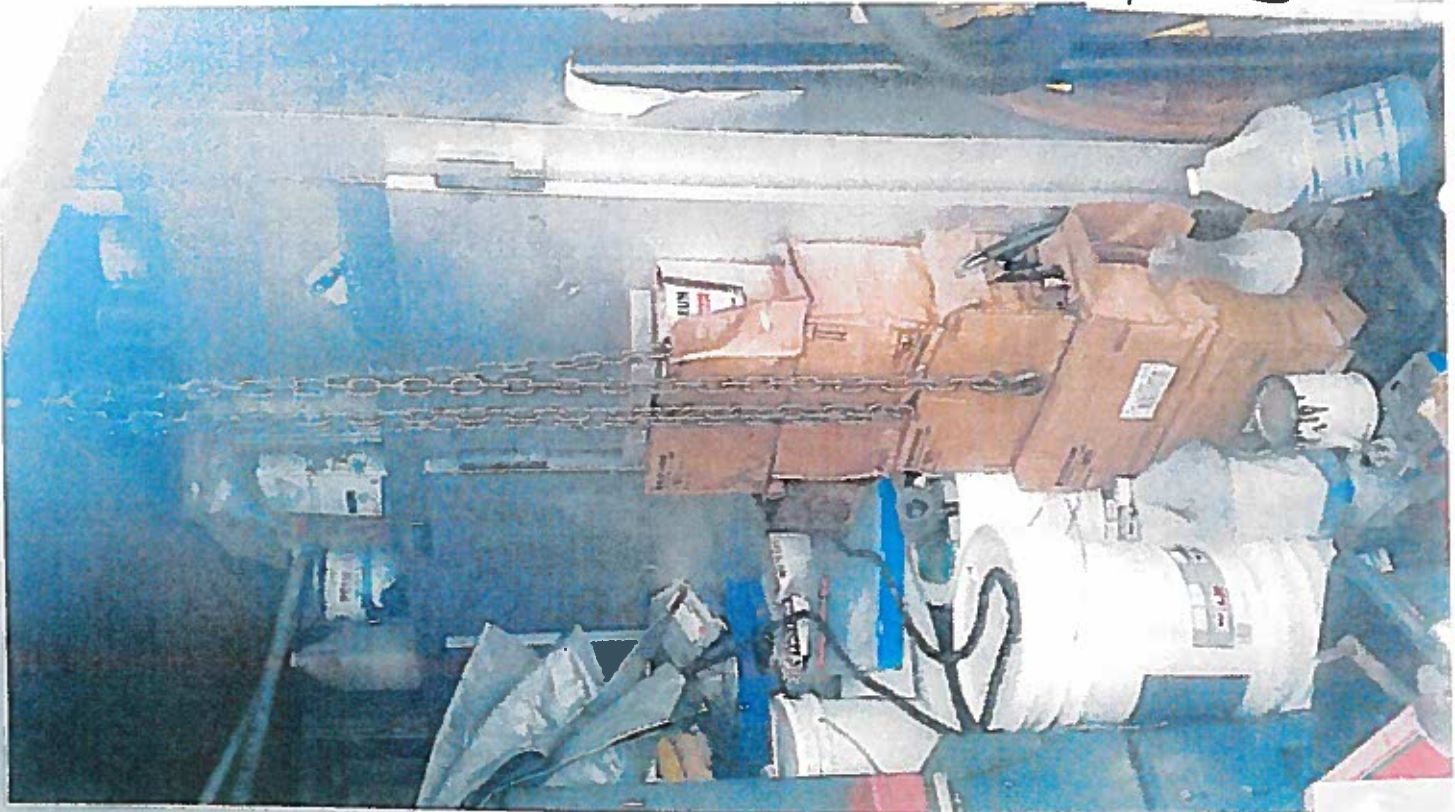


4/26/17 AS

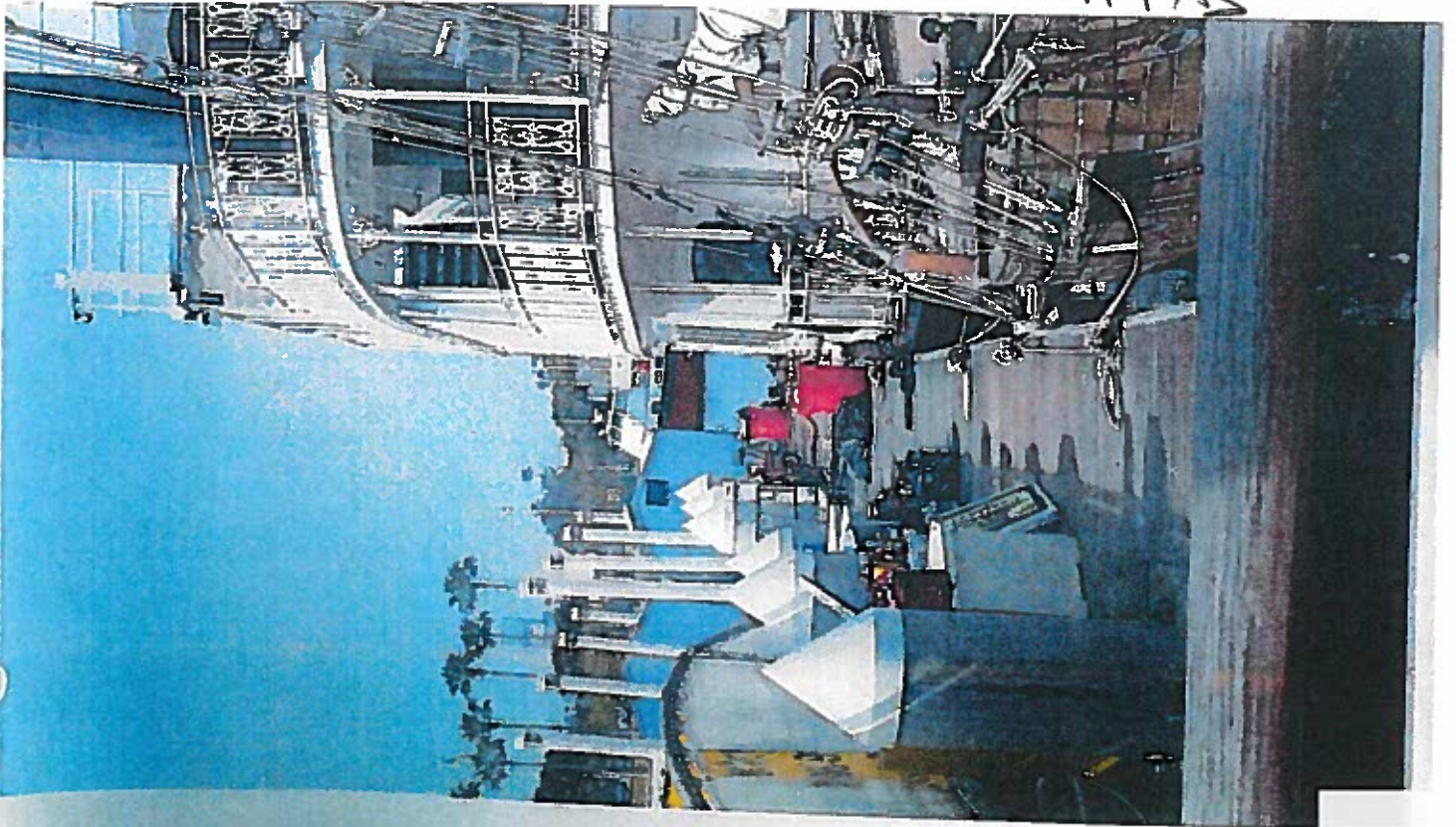


4/20/17
AB

4/26/17 A8



4/27/17 AS



4/27/17 AS





Incident Report

Today's Date: 5/1/17

Staff Person Reporting Incident: A. SMoyer

Site of Incident: DOCK 4A - GRAND ROMANCE

Date of Incident: 5/1/17

Report Narrative (Please provide the who, what, when, where, why and how. Use the back of this form if necessary):

WE MET BILL BARKER AND EMPLOYEES TO HELP
DISPOSE OF OLD PAINT AT OUR HAZMAT SITE. WE
REMINDER HIM TO KEEP OIL AND FUEL OFF OF THE
DOCK BECAUSE HE HAD A 5 GAL. BUCKET WITH ABOUT
(PICTURED)
3 GAL. OF OIL IN IT. WE TOLD HIM TO STORE IT ON THE
BOAT OR DISPOSE OF IT. HIS EMPLOYEE, JESSE, TOOK IT TO
THE OIL DUMP SITE. ERIC ASKED BILL TO CONSOLIDATE THE
DOCKBOXES AND REMOVE THE ITEMS LIKE FRIDGE AND
FREEZERS THAT ARE NOT BEING USED. ERIC ADVISED MR.
BARKER THAT THE INFLATABLE UNDER THE RAMP WILL BE
IMPOUNDED IF IT IS NOT REMOVED TODAY. WE WITNESSED MORE
PAINT CHIPS FROM THE BOAT GOING INTO THE WATER AND ON THE DOCK.

Incident Report By: A. SMoyer

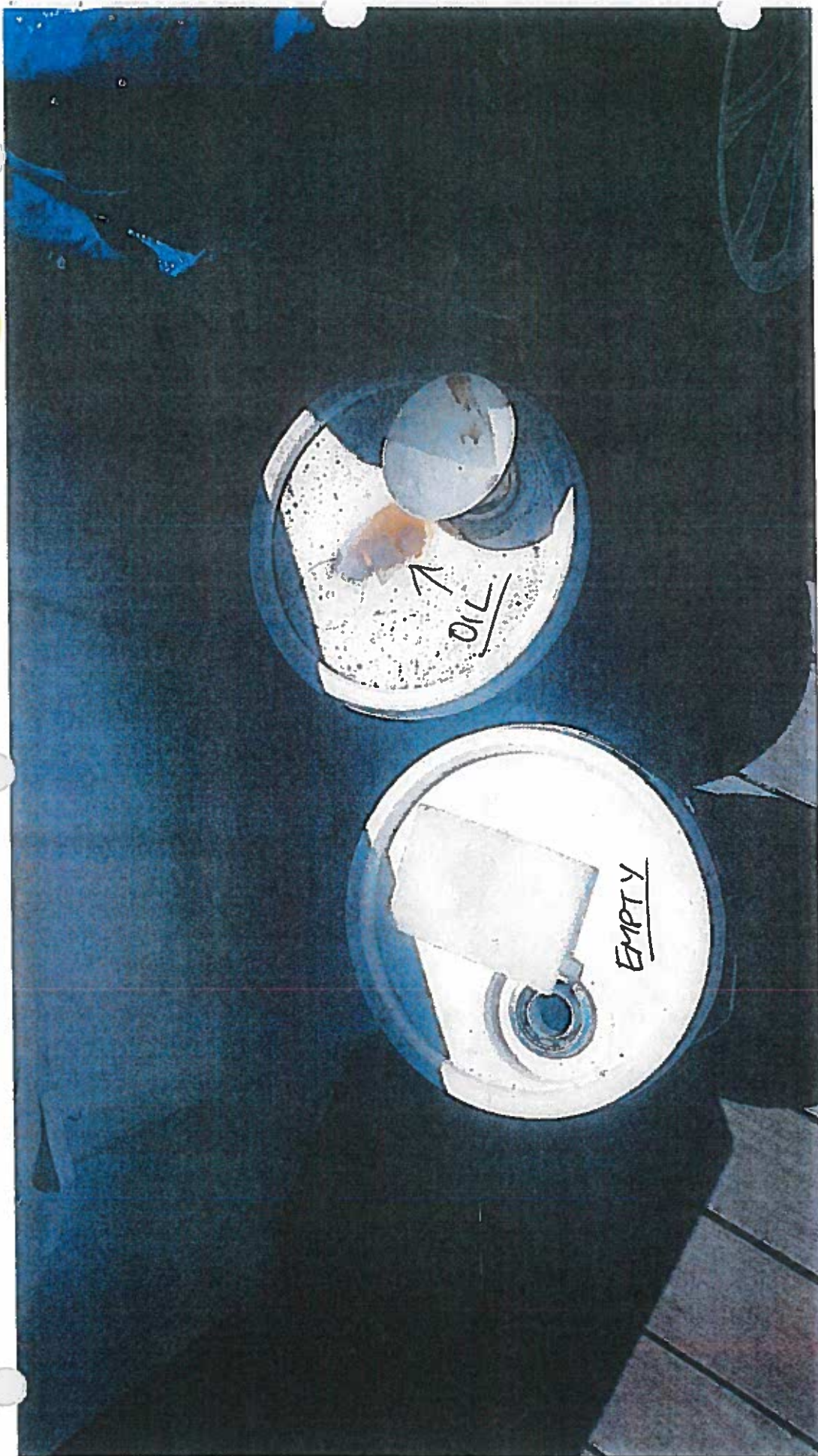
Date: 5/1/17

Supervisor Signature: _____

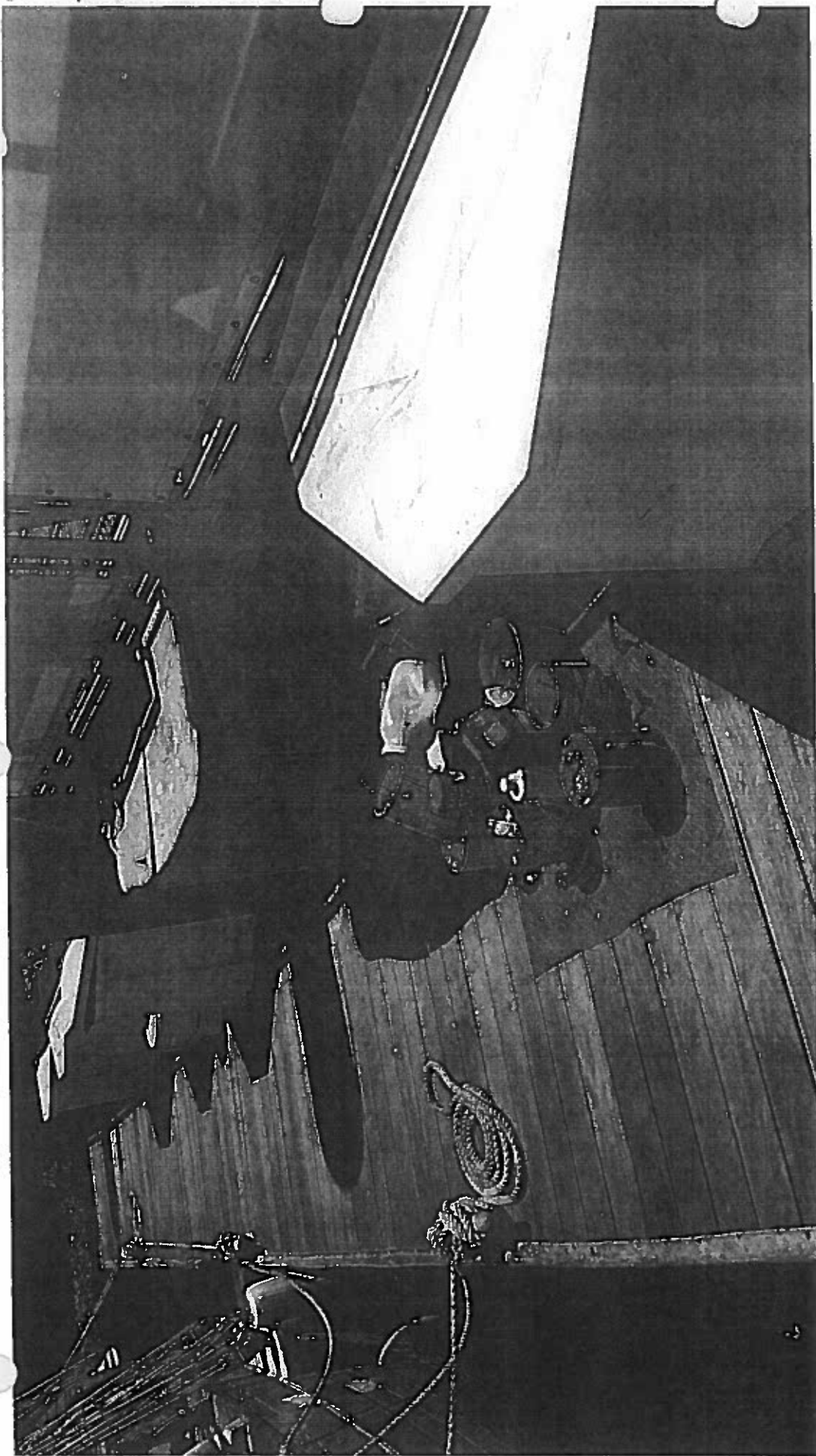
Date: _____

Superintendent Signature: _____

Date: _____



5/11/17 AR



5/1/17
AS

5/1/17 AS
REMOVED CART + PAINT FROM DOCK

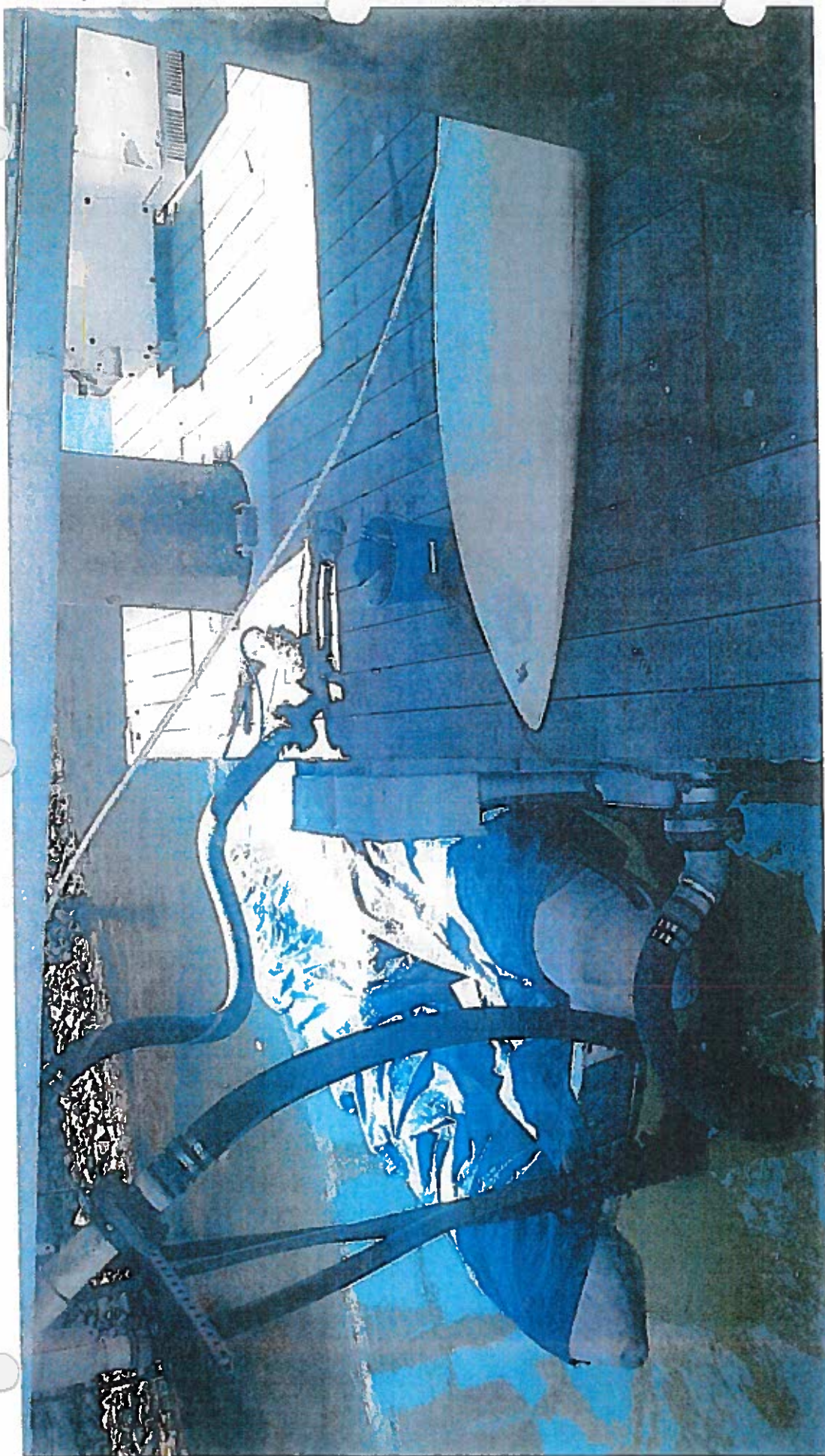




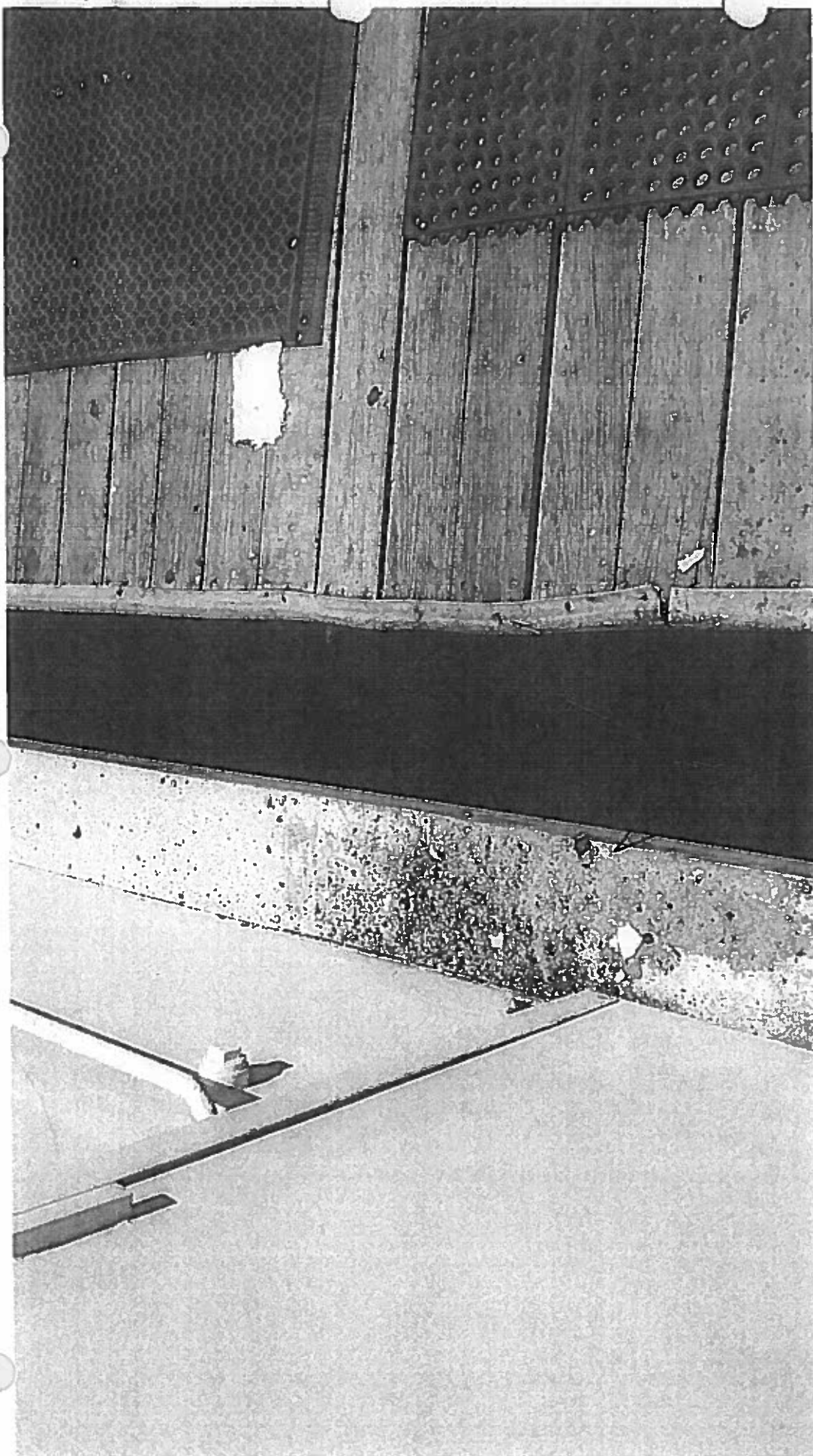
5/1/17
AS



5/1/17
AS



5/1/17
AS



CHIPS GOING
INTO WATER.

5/1/17
AS



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

MARINE BUREAU

Long Beach Shoreline Marina
450 East Shoreline Drive, LB, CA 90802
(562) 570-4950 FAX: (562) 570-1799

Alamitos Bay Marina
205 Marina Drive, LB, CA 90803
(562) 570-3215 FAX: (562) 570-3247

Rainbow Harbor/Marina
200B Aquarium Way, LB, CA 90802
(562) 570-8636 FAX: (562) 570-8640

May 10, 2017

Mr. Bill Barker
Grand Romance
17897-A Marygold Ave.
Bloomington, CA 92316-1919

Sent via: U.S. Mail (return receipt); email; and hand-delivered to vessel on 5-10-2017

Dear Bill:

This letter is to advise you that effective immediately, you are instructed to stop all work efforts underway aboard the Grand Romance while the vessel is docked at Rainbow Harbor. Non-compliance with this advisory may result in revocation of the Grand Romance mooring permit within the harbor as well as potential impound of the vessel.

The repairs your team have been conducting on the vessel over the course of the past few months are of a scope and nature that fall beyond what is allowable in this setting. The Marine Bureau's Rules and Regulations state that "...major repair or reconstruction work shall not be performed in or around any marina slip ... or other water areas with the limits of the City of Long Beach..." (section IV - General Regulations, subsection I - Vessel Maintenance).

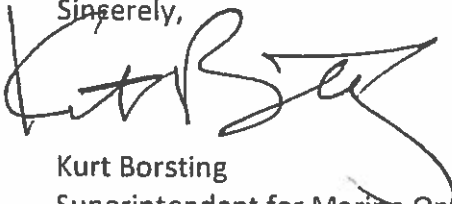
It has recently come to my team's attention that work activities have been on-going aboard Grand Romance (while berthed at Rainbow Harbor) and these activities are beyond the types of minor cosmetic repairs allowed on-site, resulting in the aforementioned "stop work" advisory. Contributing to this determination was a telephone call I received yesterday (Tuesday, May 9, 2017) from the US Coast Guard (USCG) inspections team that has been working with you on the assessing the various repairs underway aboard the Grand Romance vessel. These USCG officers briefed me on what they assessed as extensive repair work that remains outstanding aboard the Grand Romance, including what they described as very significant repair requirements associated with the vessel's paddlewheel propulsion system. From their description of the nature and scope of this remaining work, and based on the design of the paddlewheel system in open and submerged water conditions, it is clear that this work qualifies as "major" and needs to take place outside the harbor in a shipyard setting. The US Coast Guard officers with whom I spoke shared this opinion.

I'm sure you can appreciate the Marine Bureau's "no major repair" rule is designed to ensure all permitted operations within the harbor can conduct their businesses without the disruption and noise that can accompany such work, so guests and visitors can enjoy the property free of disruptive activities, and to protect local waterways and wildlife from the potential of pollutants being introduced into the environment as a result of such activities.

Thank you in advance for stopping work taking place on-site at once and for making arrangements to conduct these remaining repairs outside the harbor at an appropriate location.

Please contact me if you have any questions or concerns. My office telephone number is 562-570-4960 and my email address is kurt.borsting@longbeach.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurt Borsting", written over the word "Sincerely,".

Kurt Borsting
Superintendent for Marine Operations
Marine Bureau / Department of Parks, Recreation and Marine
City of Long Beach

Kurt Borsting

From: Kurt Borsting
Sent: Wednesday, May 10, 2017 1:21 PM
To: 'grandromance@yahoo.com'
Cc: Eric Skelly; Elvira Hallinan; Stephanie Hardy
Subject: GRAND ROMANCE - NOTICE TO STOP REPAIRS IN RAINBOW HARBOR

RESENDING DUE TO TYPO IN PRIOR VERSION

Mr. Bill Barker
Grand Romance
17897-A Marygold Ave.
Bloomington, CA 92316-1919

Sent via: U.S. Mail (return receipt); email; and hand-delivered to vessel on 5-10-2017

Dear Bill:

This letter is to advise you that effective immediately, you are instructed to stop all work efforts underway aboard the Grand Romance while the vessel is docked at Rainbow Harbor. Non-compliance with this advisory may result in revocation of the Grand Romance mooring permit within the harbor as well as potential impound of the vessel.

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Thank you in advance for stopping work taking place on-site at once and for making arrangements to conduct these remaining repairs outside the harbor at an appropriate location.

Please contact me if you have any questions or concerns. My office telephone number is 562-570-4960 and my email address is kurt.borsting@longbeach.gov.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
Marine Bureau / Department of Parks, Recreation and Marine
City of Long Beach

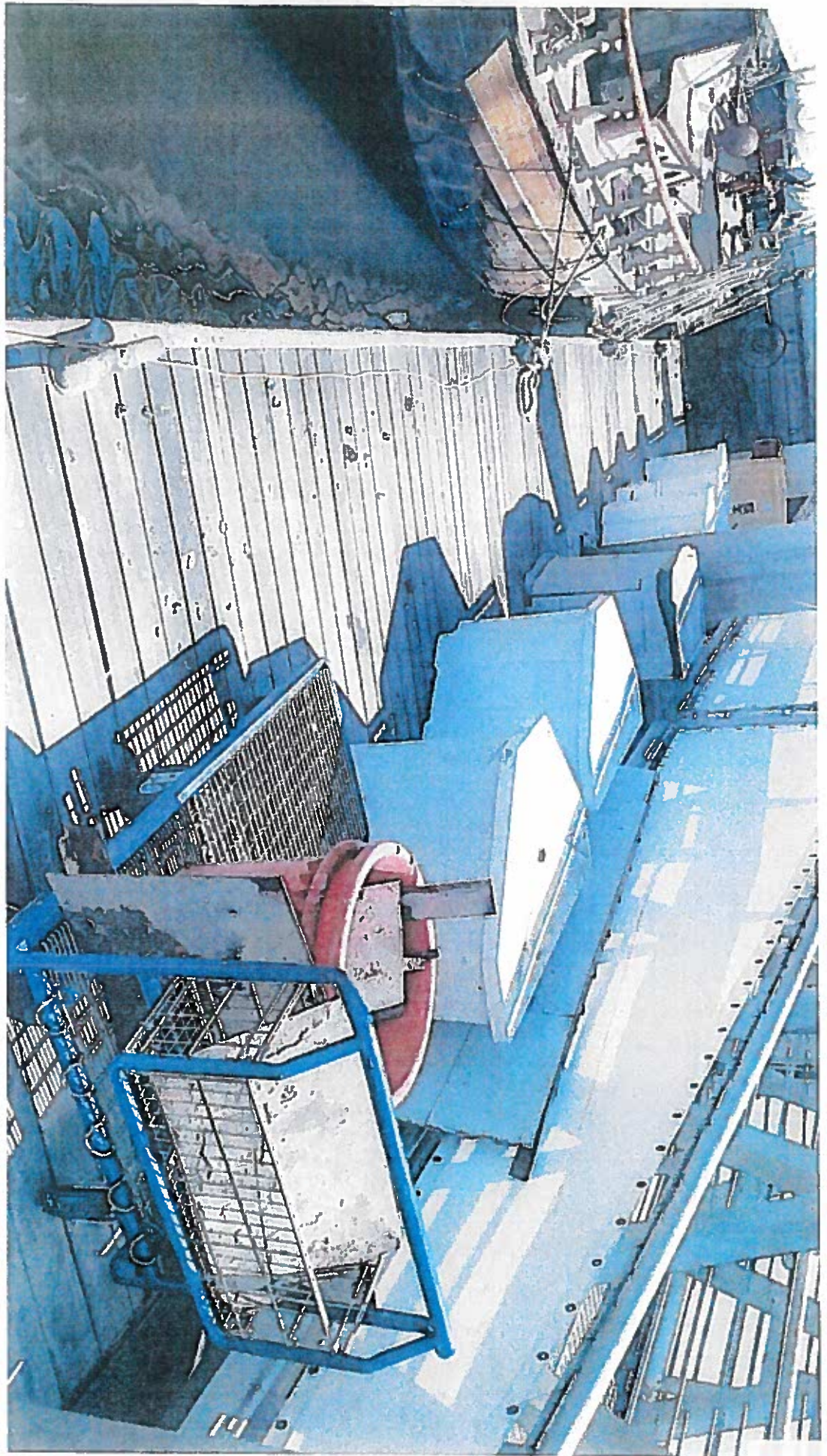


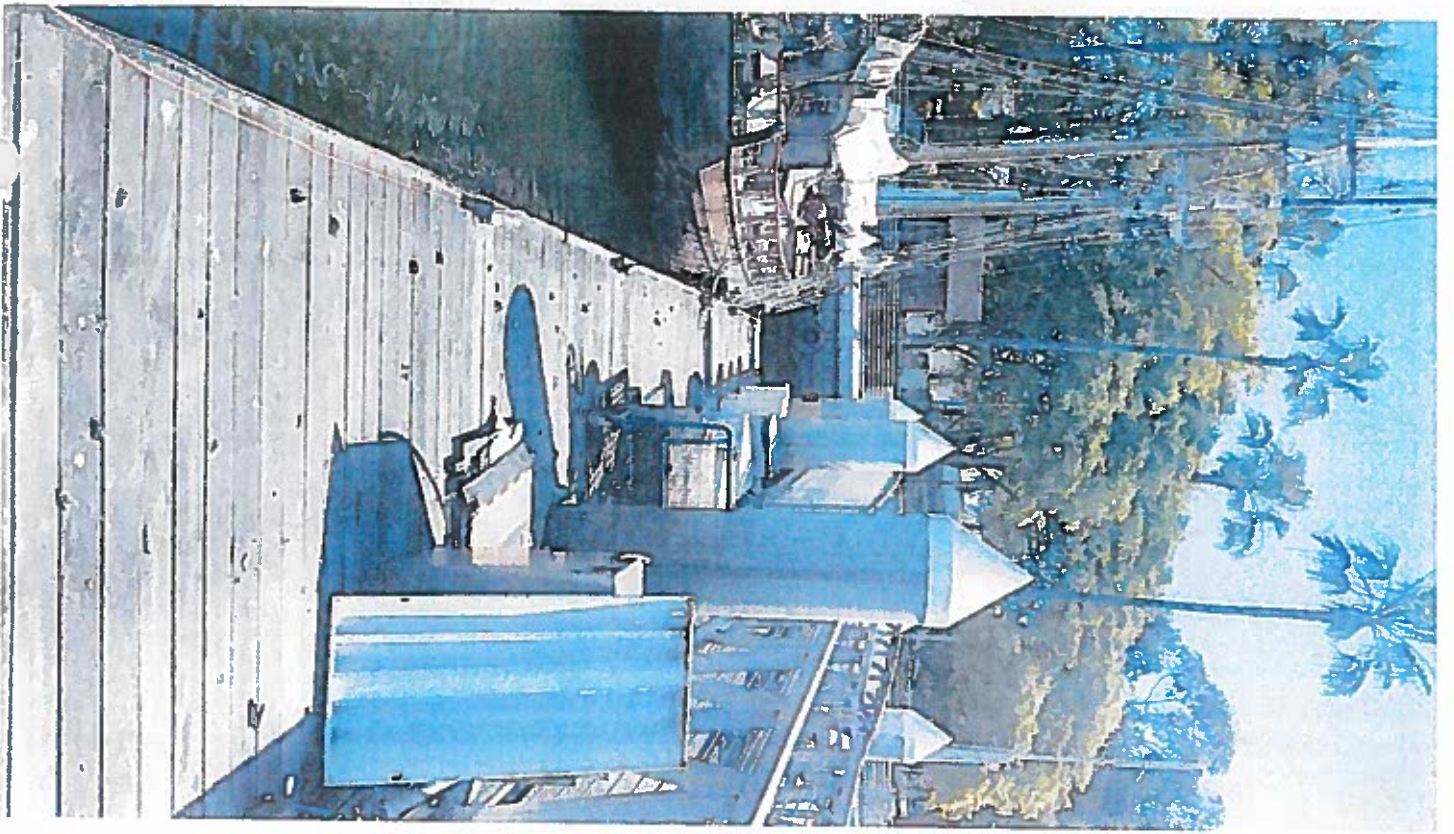
5/23/17

ERIC ASKED MR. BARKER TO REMOVE THE TABLES,
BLUE FLAT CARTS, AND ITEMS BETWEEN THE SHEDS.

MR. BARKER AGREED TO REMOVE THEM BY 5/29/17.

AS





7/10/14 10:10 AM

Kurt Borsting

From: Kurt Borsting
Sent: Friday, May 26, 2017 11:38 AM
To: 'grandromance@yahoo.com'
Cc: Eric Skelly; Stephanie Hardy
Subject: Dock Clean Up

Bill – This email is a follow up to your conversation with Eric Skelly earlier this week. Per the timeframe established by Eric, you are required to remove all the remaining unauthorized materials left on dock four (flooring materials, rolling carts, picnic tables, dock boxes, etc.) by no later than Tuesday, May 30, 2017

Only the blue storage shed may be used for storing equipment and materials – and as per the Marine Bureau's multiple previous requests, only equipment used as part of the on-going operation of the Grand Romance should be stored in this location (removing all long-term non-used items stored in the shed – such as the commercial refrigeration equipment).

Your help addressing these issues will improve the safety, appearance and wear-and-tear on the dock structure.

Eric will be following up with you Tuesday to confirm the removals took place. In the event these materials remain at the dock, they will be removed and impounded by our staff, and the costs associated with their removal, disposal and/or impound fees will be assigned to Grand Romance.

Thanks in advance for addressing these clean up requirements.

Kurt

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine
City of Long Beach
562-570-4960

CITY OF
LONG BEACH





Stephanie Hardy

From: Tudy Sanchez
Sent: Sunday, June 04, 2017 3:31 PM
To: Stephanie Hardy
Cc: Kelly Armstrong; Jeff King
Subject: Dock 4 (Power shut off)
Attachments: 20170604_150705.jpg; 20170604_150733.jpg; 20170604_150737.jpg; 20170604_150807.jpg

Hello... FYI: Fire called to let me know they shut off all the power due to wires hanging out of the power pedestal... Pictures attached will show the wires hanging from pedestal. Fire also cautioned taped around the area. Thanks

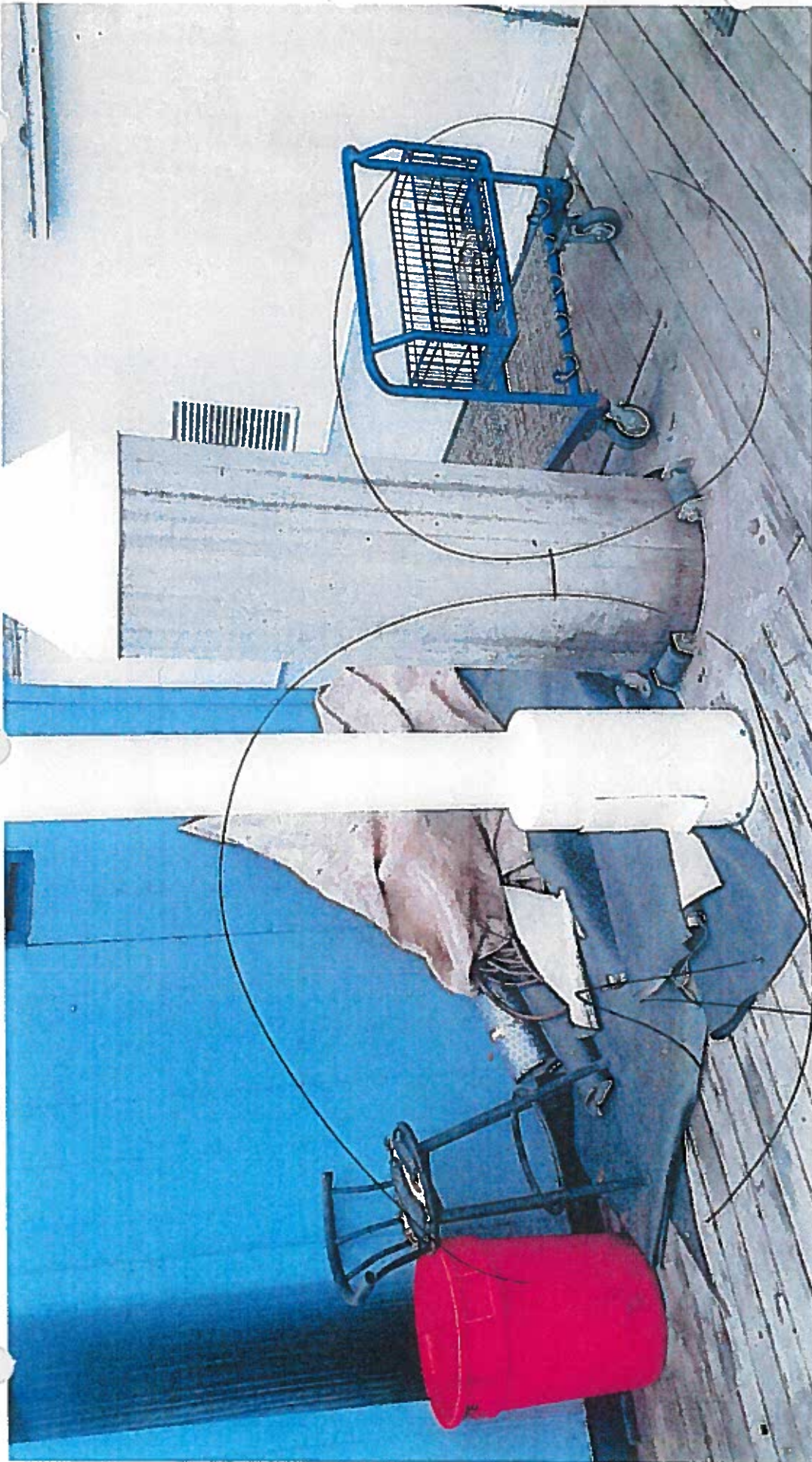
Tudy Sanchez
Marina Agent 1
Rainbow Harbor Marina
200 B Aquarium Way
Long Beach, Ca. 90802
562-570-8636

Mark -
It was still Plugged into the Power Post.
unPlug. - for Safety Purposes.
usually unPlug.
Make it Safe

Activity Sheet

6/9/17 - Called Bill Barker. Informed him of the Electrical Plug being burnt up. He is saying that it was done after he left. He checked the Plug Before leaving and turned the breaker off. Told him that there wasn't a vessel on that dock since he left.

DOCK 4A
~~AMERICAN R~~
GRAND RENANCE
DOCK PHOTOS
6/21/17 AS



MUST REMOVE
BY _____

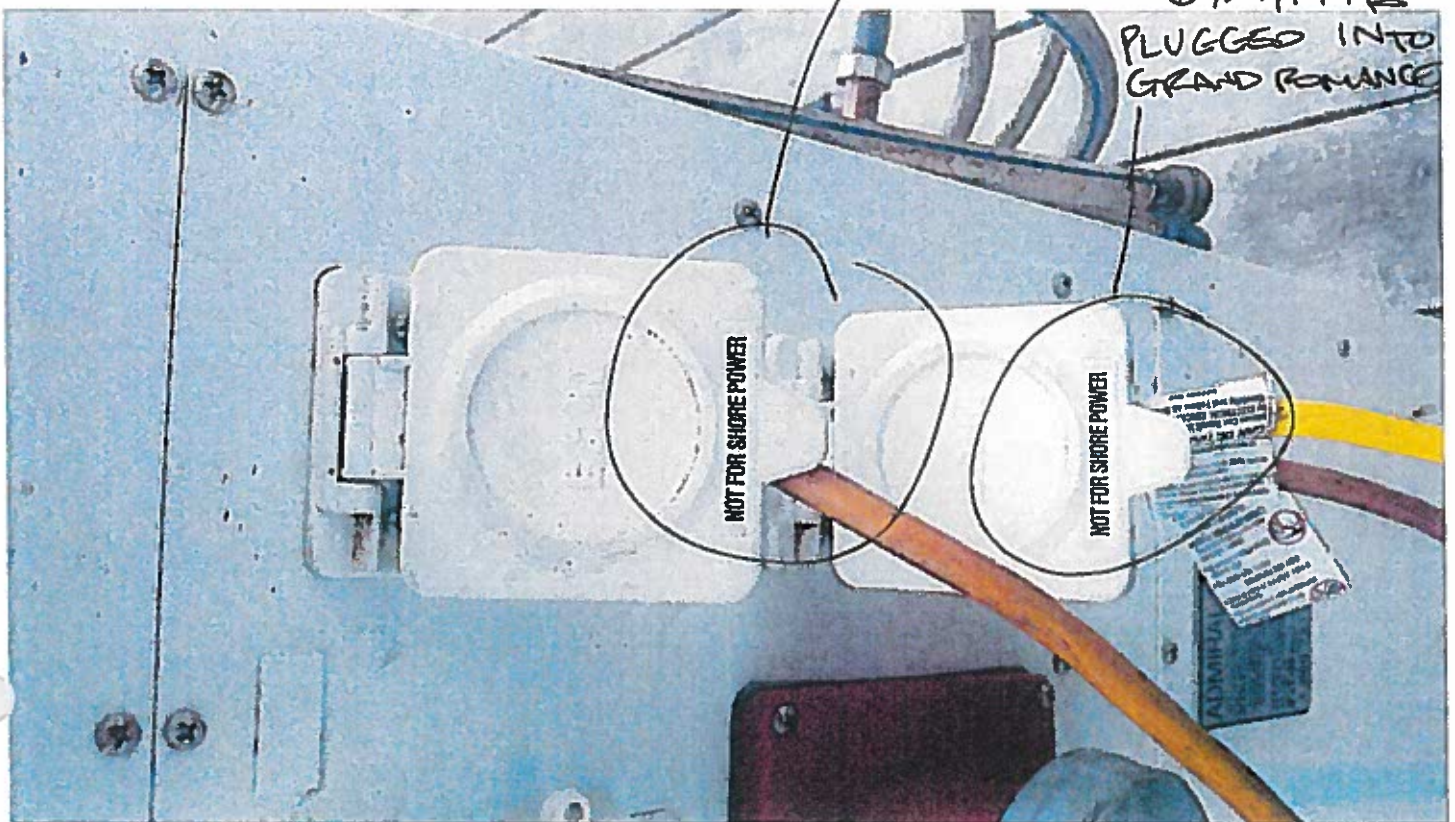
REMOVE

6/21/17 AS



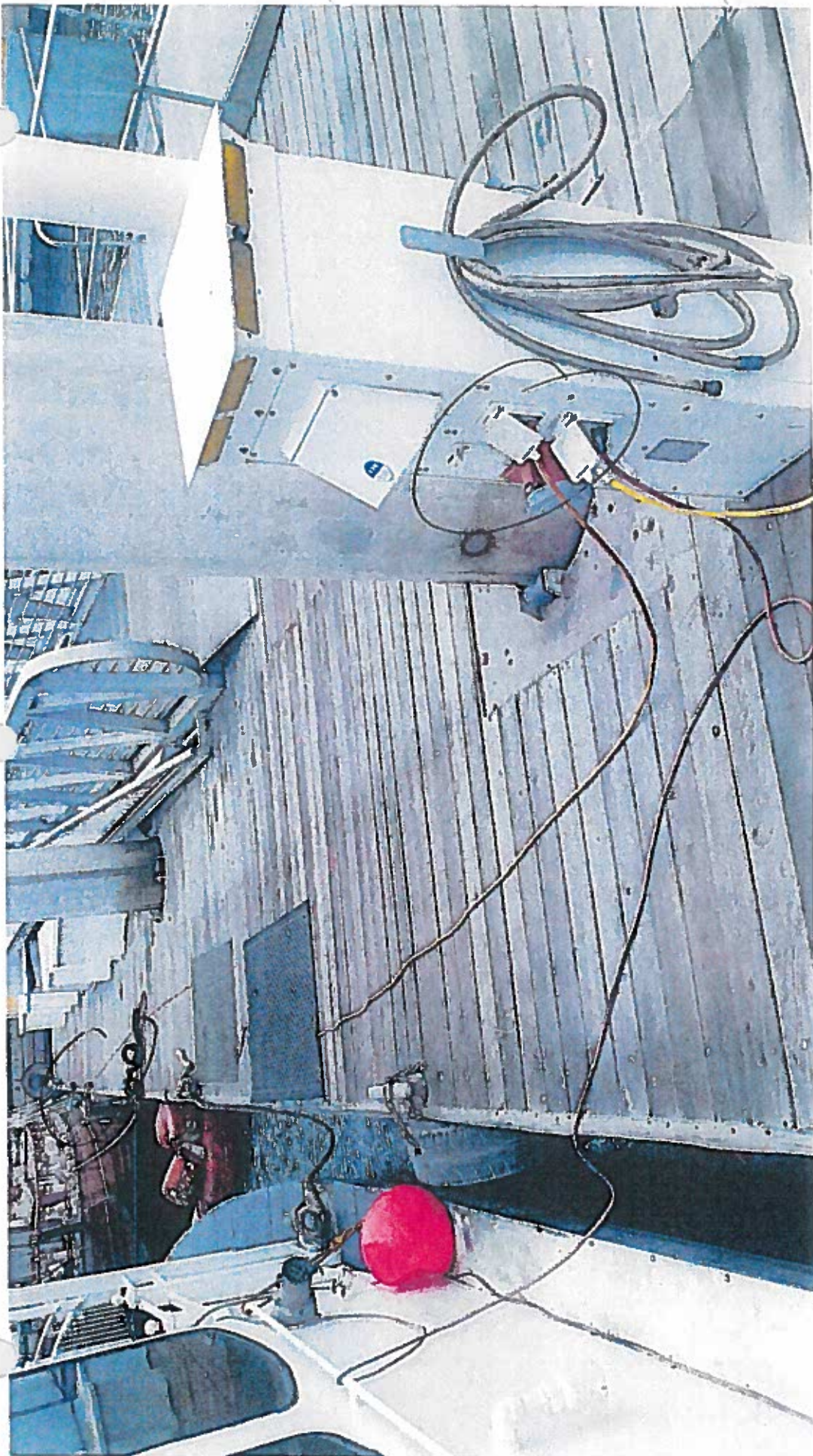
PLUGGED INTO SAILBOAT

6/21/17 AS
PLUGGED INTO
GRAND ROMANCE



6/21/17

NOT SUPPOSED TO
PLUG BOATS INTO
THE 15A PLUG



Message From Terminal/Unit: STDR
Originally Sent To: A686
Date/Time Sent: 18-MAY-2017 12:50:58
CL8BLFY04IV

Operator: GATE

DOCK 4A - PIRATE BOAT

DATE: 05/18/17 TIME: 12:50
REG VALID FROM: 12/31/15 TO 12/31/17
LIC#: 3064EH YRMD:68 MAKE:HOMEMADE BTM :VESSEL VIN :CF23064E0068H
R/O :BARKER WILLIAM JAMES, 4687 STETSON AVE CITY:ROSAMOND C.C.:15
ZIP#:93560
SOLD:04/12/10 RCID:11/01/16 OCID:04/29/10 LOCD:9

TYPE:V1 POWR:D VEH :82 BODY:X CLAS:AW *-YR:68
HULM:W PRPL:I FEET:041 INCH:09 DATE:11/01/16 CTY :19
SITUS:LONG BEACH MARINA CITY:LONG BEACH
REC STATUS:
09/21/2011 NC RENEWAL NOTICE EXTRACTED

CLEARANCE INFORMATION RECORDS:

OFFICE	WORK DATE	TECH/ID	SEQ #	VALUE	FICHE DATE	TTC
D34	08/16/00	GH	0081	00015.00	08/18/00	H00
D34	08/11/00	GH	0081	00015.00	PRIOR SUSPENSE	
145	10/22/01	52	9941	00010.00	10/24/01	POT
D34	11/14/03	GH	0098	00010.00	11/18/03	H05
D34	11/01/05	A1	0144	00015.00	11/03/05	F00
143	12/14/05	55	8860	00010.00	12/16/05	POT
141	10/15/07	22	8010	00020.00	10/15/07	POT
619	04/19/10	26	0024	00381.00	04/21/10	F00
619	11/01/16	B5	0008	00076.00	11/03/16	H00

Kurt Borsting

From: Kurt Borsting
Sent: Friday, July 28, 2017 10:03 AM
To: Carol Gonzalez; Stephanie Hardy
Cc: Elvira Hallinan
Subject: RE: Dock 4 Power- illegal connection 7-17-17

Carol - Based on our phone conversation, please prepare a separate miscellaneous invoice for the repair.

Thanks,

Kurt

From: Carol Gonzalez
Sent: Friday, July 28, 2017 9:56 AM
To: Kurt Borsting <Kurt.Borsting@longbeach.gov>; Stephanie Hardy <Stephanie.Hardy@longbeach.gov>
Cc: Elvira Hallinan <Elvira.Hallinan@longbeach.gov>
Subject: RE: Dock 4 Power- illegal connection 7-17-17

Would you like for me to bill this charge on their MB account or create a separate bill?

Best Regards,

Carol Gonzalez

City of Long Beach Parks, Recreation & Marine
Marine Bureau
(562)570-3219



From: Kurt Borsting
Sent: Friday, July 28, 2017 9:06 AM
To: Stephanie Hardy <Stephanie.Hardy@longbeach.gov>
Cc: Kelly Armstrong <Kelly.Armstrong@longbeach.gov>; Elvira Hallinan <Elvira.Hallinan@longbeach.gov>; Donald Easterby <Donald.Easterby@longbeach.gov>; Carol Gonzalez <Carol.Gonzalez@longbeach.gov>
Subject: FW: Dock 4 Power- illegal connection 7-17-17

Hi Stephanie – See e-mail below, regarding the time and materials costs associated with the recent power issue at Dock 4A.

Please work with Carol to invoice Mr. Barker for these costs (which total \$1,405.61 – see **highlight** below).

In informal conversations, I have already advised Mr. Barker he will be charged for these repairs, at which time he stated his vessel was not present when the cord and pedestal burned up – instead attributing the issue to an Aqualink staffer

who was adjusting the cord. I let him know that the cord and pedestal are associated with the Grand Romance, and as such the repairs are his responsibility. I expect he may contest the invoice, but we'll deal with that if and when it happens.

Thank you for coordinating the invoice.

Kurt

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine
City of Long Beach
562-570-4960

CITY OF
LONG BEACH

From: Kelly Armstrong
Sent: Monday, July 24, 2017 10:22 AM
To: Donald Easterby <Donald.Easterby@longbeach.gov>; Stephanie Hardy <Stephanie.Hardy@longbeach.gov>; Kurt Borsting <Kurt.Borsting@longbeach.gov>
Cc: Moria Khou <Moria.Khou@longbeach.gov>; Keisha Sanker <Keisha.Sanker@longbeach.gov>
Subject: Re: Dock 4 Power- illegal connection 7-17-17

Don/Kurt,

Here is the time and materials that were required due to the recent power issue at dock 4A-

6/5/17 - Exposed power and burn up - FD reported -
GMA - 2.0 hrs @ \$39.78
MAIII - 2.0 hrs @ \$35.91
PMS - 2.0 hrs @ \$50.99
Total - \$253.36

7/20/17 - Receptacle repair
ELEC - 3.0 hrs @ \$48.20
PMS - 2.0 hrs @ \$50.99
Parts - HUBW M5200RS1 200A 600V RECP - \$905.67
Total - \$1,152.25
Grand Total - \$1,405.61

Let me know if you have any questions

Kelly Armstrong

Supervisor Queensway Bay Maintenance
Marine Bureau
City of Long Beach
kelly.armstrong@longbeach.gov

Amelio has installed the new outlet today at the location. The vessel owner was on site and is working with Stephanie regarding his power cord repair issue.

Charge point for this repair will be PR45513

Let me know if you have any questions

Kelly Armstrong

Supervisor Queensway Bay Maintenance
Marine Bureau
City of Long Beach
kelly.armstrong@longbeach.gov
Office: (562) 570-8741
Cell: (562) 254-6443
Fax: (562) 570-8535

From: Kelly Armstrong
Sent: Tuesday, July 18, 2017 4:14:44 PM
To: Donald Easterby; Stephanie Hardy; Eric Lyon
Cc: Kurt Borsting; Chris King; Cory Forrester; Elvira Hallinan
Subject: Re: Dock 4 Power- illegal connection 7-17-17

Update:

I just received notification from electrical supplier that the replacement 200 amp outlet is ready. We will be picking up the outlet tomorrow and will have ready for install. I would like to have Amelio install the new receptacle on Thursday. We will still be impounding the vessels electrical shore-power cord, per operations request.

Let me know if you have any questions

Thank You

Kelly Armstrong

Supervisor Queensway Bay Maintenance
Marine Bureau
City of Long Beach
kelly.armstrong@longbeach.gov
Office: (562) 570-8741
Cell: (562) 254-6443
Fax: (562) 570-8535

From: Kelly Armstrong
Sent: Tuesday, July 18, 2017 9:11:33 AM
To: Donald Easterby; Stephanie Hardy; Eric Lyon
Cc: Kurt Borsting; Chris King; Cory Forrester; Elvira Hallinan
Subject: Re: Dock 4 Power- illegal connection 7-17-17

Don,
I noticed the connection yesterday 7-17-17 during morning trash run. I informed Stephanie and we met with Kurt and a employee of Grand Romance at approximately 10:30 am. The employee stated that he made the connection the night prior 7-16-17.

Kelly Armstrong

Supervisor Queensway Bay Maintenance
Marine Bureau
City of Long Beach
kelly.armstrong@longbeach.gov
Office: (562) 570-8741
Cell: (562) 254-6443
Fax: (562) 570-8535

From: Donald Easterby
Sent: Tuesday, July 18, 2017 8:44:33 AM
To: Stephanie Hardy; Kelly Armstrong; Eric Lyon
Cc: Kurt Borsting; Chris King; Cory Forrester; Elvira Hallinan
Subject: RE: Dock 4 Power- illegal connection 7-17-17

Kelly, What was the date the illegal connection was made.

From: Stephanie Hardy
Sent: Monday, July 17, 2017 12:41 PM
To: Kelly Armstrong; Eric Lyon
Cc: Kurt Borsting; Donald Easterby; Chris King; Cory Forrester
Subject: RE: Dock 4 Power- illegal connection 7-17-17

I agree.

Thanks

Stephanie V. Hardy

Acting Marina Supervisor
Rainbow Harbor Marina
Office: (562) 570-8637
Fax: (562) 570-8640
Stephanie.Hardy@longbeach.gov

From: Kelly Armstrong
Sent: Monday, July 17, 2017 11:28 AM
To: Stephanie Hardy; Eric Lyon
Cc: Kurt Borsting; Donald Easterby; Chris King; Cory Forrester
Subject: Dock 4 Power- illegal connection 7-17-17

Eric,
I spoke with Chris today to request electrician to disconnect the illegal 200amp shore power. The 200 amp outlet is awaiting parts for repair and the vessel's crew hard wired cord to power. Chris informed me that the electrician is off today but returning tomorrow. Can you schedule electrician to inspect dock 4A Rainbow Harbor tomorrow? My staff will impound the vessels power cord until repairs are made.

Stephanie,
Since the electrician is off today, I recommend leaving the power off until he is able to inspect.

Let me know if you have any questions

From: Stephanie Hardy
Sent: Monday, July 17, 2017 12:41 PM
To: Kelly Armstrong; Eric Lyon
Cc: Kurt Borsting; Donald Easterby; Chris King; Cory Forrester
Subject: RE: Dock 4 Power- illegal connection 7-17-17

I agree.

Thanks

Stephanie V. Hardy

Acting Marina Supervisor
Rainbow Harbor Marina
Office: (562) 570-8637
Fax: (562) 570-8640
Stephanie.Hardy@longbeach.gov

From: Kelly Armstrong
Sent: Monday, July 17, 2017 11:28 AM
To: Stephanie Hardy; Eric Lyon
Cc: Kurt Borsting; Donald Easterby; Chris King; Cory Forrester
Subject: Dock 4 Power- illegal connection 7-17-17

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Stephanie,
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Let me know if you have any questions

Kelly Armstrong

Supervisor Queensway Bay Maintenance
Marine Bureau
City of Long Beach
kelly.armstrong@longbeach.gov
Office: (562) 570-8741
Cell: (562) 254-6443
Fax: (562) 570-8535

CALL LOG

DATE AND TIME:

NATURE OF CALL:

#100013 Grand Romance

7/31/17

Left voicemail @ 11:58 a.m.

Regarding: Misc items on the
dock.

Advised to move or will be
impounded @



Kurt Borsting

From: Kurt Borsting
Sent: Monday, August 14, 2017 2:43 PM
To: Eric Skelly
Subject: Grand Romance Related Property on dock and in the water
Attachments: Photo 1.jpg; Photo 2.jpg; Photo 3.jpg

Hi Eric - I took a quick look at the Grand Romance dock today. While it is looking MUCH better than in the past (thanks to you) there are still a few items that need to be addressed. They include...

- 1) Grand Romance continues to leave several large metal carts on the dock - chained to the dock. See photo. Please advise Mr Barker that these items need to either be stored on his vessel or in the storage shed provided for his use on the dock - but the carts may not remain on the dock.
- 2) Stand up paddle board - there is an SUP in the water - tied to the pirate ship. This was previously brought to Mr. Barkers attention - that it needed to go - (when it was on the vessel) and we were assured his employee (who apparently bought the board) would remove it. Instead it appears he simply put it in the water. See photo.
- 3) there is something afloat on the end of the dock. I do not know if this is related to Grand Romance or Aqualink. See photo. Thoughts?

Thanks for contacting Mr. Barker and advising him to remove these items within 48 hours or they will be impounded at his expense.

Thank you,

Kurt

Sent using OWA for iPhone







From: Eric Skelly
Sent: Tuesday, August 15, 2017 7:21:29 AM
To: Kurt Borsting
Subject: RE: Grand Romance Related Property on dock and in the water

I'll go down today and talk to his helpers and a follow up call to Bill.

From: Kurt Borsting
Sent: Monday, August 14, 2017 2:43 PM
To: Eric Skelly
Subject: Grand Romance Related Property on dock and in the water

Hi Eric - I took a quick look at the Grand Romance dock today. While it is looking MUCH better than in the past (thanks to you) there are still a few items that need to be addressed. They include...

- 1) Grand Romance continues to leave several large metal carts on the dock - chained to the dock. See photo. Please advise Mr Barker that these items need to either be stored on his vessel or in the storage shed provided for his use on the dock - but the carts may not remain on the dock.
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Thanks for contacting Mr. Barker and advising him to remove these items within 48 hours or they will be impounded at his expense.

Thank you,

Kurt

Sent using OWA for iPhone

Kurt Borsting

From: Kurt Borsting
Sent: Thursday, August 24, 2017 3:59 PM
To: 'grandromance@gmail.com'
Cc: Stephanie Hardy; Eric Skelly
Subject: FW: Grand Romance Noise Complaint

Bill – Following up to our telephone conversation today, below is the email sent to your grandromance@yahoo.com account.

Stephanie and Eric – Please be advised that Bill is no longer using the yahoo.com email listed below as the primary account for his business, and instead please update our files to include his current email grandromance@gmail.com

Thanks,

Kurt

From: Kurt Borsting
Sent: Wednesday, August 23, 2017 5:45 PM
To: grandromance@yahoo.com
Cc: Stephanie Hardy <Stephanie.Hardy@longbeach.gov>; Eric Skelly <Eric.Skelly@longbeach.gov>
Subject: Grand Romance Noise Complaint

Dear Bill - This email is a follow up regarding a number of noise complaints which were lodged in connection with what was described to me as "...extremely loud music coming from the Grand Romance on Friday 8/18 from about 10 pm until about 1:30 - 2 a.m..."

I believe Stephanie Hardy has already followed up with either you or one of your staff members regarding this concern.

In addition to Stephanie's communication, I would appreciate a reply email from you, sometime this week if possible, helping me better understand what took place last Friday, so I can learn what steps you have taken to ensure your operation will comport with the long established noise standards/restrictions for Rainbow Harbor moving forward.

Please be aware, last Friday's noise incident apparently had a significant adverse impact on one of your fellow water-based businesses. As such, your prompt attention to this situation - helping us ensure the incident remains an isolated one - is extremely important.

I look forward to hearing back from you soon,

Kurt

Kurt Borsting
Superintendent for Marine Operations
City of Long Beach

Kurt Borsting

From: Kurt Borsting
Sent: Wednesday, August 23, 2017 5:45 PM
To: grandromance@yahoo.com
Cc: Stephanie Hardy; Eric Skelly
Subject: Grand Romance Noise Complaint

Dear Bill - This email is a follow up regarding a number of noise complaints which were lodged in connection with what was described to me as "...extremely loud music coming from the Grand Romance on Friday 8/18 from about 10 pm until about 1:30 - 2 a.m..."

I believe Stephanie Hardy has already followed up with either you or one of your staff members regarding this concern.

In addition to Stephanie's communication, I would appreciate a reply email from you, sometime this week if possible, helping me better understand what took place last Friday, so I can learn what steps you have taken to ensure your operation will comport with the long established noise standards/restrictions for Rainbow Harbor moving forward.

Please be aware, last Friday's noise incident apparently had a significant adverse impact on one of your fellow water-based businesses. As such, your prompt attention to this situation - helping us ensure the incident remains an isolated one - is extremely important.

I look forward to hearing back from you soon,

Kurt

Kurt Borsting
Superintendent for Marine Operations
City of Long Beach

Kurt Borsting

From: Kurt Borsting
Sent: Monday, August 21, 2017 10:13 PM
To: Stephanie Hardy; [REDACTED]
Subject: Re: Grand Romance Noise Complaint

[REDACTED] - Thank you for letting us know about this. In addition to Stephanie's suggestion to contact the police should this happen in the future, we will also be following up with the operator of the Grand Romance - asking for their help so this doesn't happen again.

Kurt

Kurt Borsting
Superintendent for Marine Operations
City of Long Beach

From: [REDACTED]
Sent: Saturday, August 19, 2017 1:10:50 PM
To: Stephanie Hardy
Cc: Kurt Borsting
Subject: Grand Romance Noise Complaint

Hi Stephanie,

Just wanted to let you know that I received multiple complaints from guests about **extremely** loud music coming from the Grand Romance on Friday 8/18 from about 10pm until about 130-2am. They didn't let us know until Saturday morning so we were not able to call PD Friday night. We have advised guests that if it happens again Saturday evening to call us and we will call the police with a noise complaint.

Thanks

[REDACTED]



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION AND MARINE

MARINE BUREAU

Long Beach Shoreline Marina
450 East Shoreline Drive, LB, CA 90802
(562) 570-4950 FAX: (562) 570-1799

Alamitos Bay Marina
205 Marina Drive, LB, CA 90803
(562) 570-3215 FAX: (562) 570-3247

Rainbow Harbor/Marina
200B Aquarium Way, LB, CA 90802
(562) 570-8636 FAX: (562) 570-8640

May 8, 2009

Mr. Bill Barker
Grand Romance Riverboat
1154 Loma Vista Drive
Long Beach, CA 90813

Dear Mr. Barker:


As we discussed in a meeting yesterday, you are allowed to continue operating your business on the *Grand Romance*, however, we are making the following conditions on your operation:

- 1) All business operations aboard the *Grand Romance* shall cease no later than 10 p.m. each day of the week, with the exception of Friday, which will cease at 11 p.m. The *Grand Romance* must be docked and all patrons must be disembarked within 30 minutes, and no later than 10:30 p.m., 11:30 p.m. on Friday.
- 2) The *Grand Romance* shall be responsible for maintaining an adequate security staff to supervise patrons inside the establishment and the parking lot. For crowds up to fifty (50) people, the permittee shall provide a minimum of one (1) security guard. For crowds over (50) fifty people, the *Grand Romance* shall provide a minimum of one (1) additional security guard per fifty (50) people. Security services shall only be provided by a Private Patrol Operator, properly licensed by the State of California and the City of Long Beach. Should the operations of the *Grand Romance* give rise to a substantial increase in complaints/calls for service, or trash left in the parking lot, the permittee shall increase staff as directed by the Chief of Police.
- 3) At the conclusion of each event, the permittee shall take reasonable measures to ensure that exiting patrons walk directly to their vehicles, and not loiter in the parking lot or the immediate area. This shall be done by use of security guards.
- 4) The *Grand Romance* shall not hire promoters with the intent to advertise/promote or hold any event aboard the *Grand Romance*. Anyone wishing to book an event aboard the *Grand Romance* shall have a written contract with the *Grand Romance*, and any and all monies exchanged, shall be between the *Grand Romance* and the party booking the event. There shall not be any middleman or promoter booking events.


- 5) There shall be a staff member and/or security guard positioned by the sound equipment, prepared to cut off the amplified sound in the event of any obscenities from performers or announcers. This staff member shall be fluent in the particular language of said performer. Amplified obscenities will not be tolerated.
- 6) Amplified music emanating from the Grand Romance shall not be audible 100 feet or more from the exterior of the vessel. The Grand Romance shall remain in compliance with all applicable sections of the Long Beach Noise Ordinance at all times. (LBMC Chapter 8.80)
- 7) The operator of the Grand Romance shall attend the LEAD program offered by the Department of Alcoholic Beverage Control. Proof of completion shall be submitted to the Long Beach Police Department Vice Investigations Section within 30 days of this notice.
- 8) The Grand Romance agrees to reimburse the City whenever extraordinary City services, as determined by the Chief of Police, are required as the result of any incident or nuisance arising out of or in connection with the Grand Romance business operations.

As stated in the meeting, it is our hope that you can operate successfully in Long Beach, but you must do so in a professional manner that does not adversely impact the City.

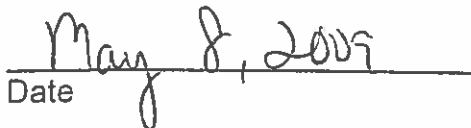
Please indicate below that you understand these requirements.



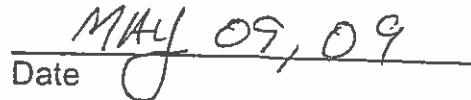
Mark A. Sandoval
Manager of Marinas and Beaches



Bill Barker
Owner, Grand Romance



Date May 8, 2009



Date MAY 09, 09

MS

Kurt Borsting

Subject: Proposed Extension of Permit No. 27350 with Grand Romance
Location: Shorline Marina Offices

Start: Thu 8/31/2017 2:00 PM
End: Thu 8/31/2017 3:00 PM

Recurrence: (none)

Meeting Status: Accepted

Organizer: Alan Kosoff
Required Attendees: Kurt Borsting; Eric Skelly; GrandRomance@gmail.com
Optional Attendees: Robert Livingstone

Kurt Borsting

From: Kurt Borsting
Sent: Sunday, October 01, 2017 11:13 AM
To: Kelly Armstrong
Cc: Eric Skelly
Subject: Grand Romance Power Pedestal

Hi Kelly -

Eric Skelly and I recently met with Bill Barker regarding a number of issues associated with his permit at Rainbow Harbor.

One of the things we discussed was an outstanding bill related to a replacement part and his power pedestal. You may recall that Bill was taking the position that someone from the aqua link operation may have fiddled with the connector creating the problem that resulted in the part needing to be replaced - and as such he should not be responsible for the invoice. We advised Bill that the grand romance operation was still responsible for the costs associated with this repair.

He then shared that at the time the repair was being coordinated he purchased a second set of replacement parts in addition to those your team bought and useful. Bill asked if he was responsible for the repair cost would it be possible for us to take this replacement part (as a spare for future use) and apply its value towards the bill.

I've since brought this question to Elvira, and she said that we would only be open to this if you first took a look at the part evaluating if it had future value to us.

Would you mind connecting with Bill so that you can take a look circling back letting me know if this part has value as a spare.

Thanks,

Kurt

Sent using OWA for iPhone

FW: Grand Romance Power Pedestal

Kurt Borsting

Wed 11/1/2017 10:35 AM

To Kelly Armstrong <Kelly.Armstrong@longbeach.gov>;

Cc Cory Forrester <Cory.Forrester@longbeach.gov>;

Kelly – Were you ever able to connect with Bill Barker to see if the power pedestal connector referenced below is something we'd want as a spare part? If so, we'll reduce what he owes us against the value of the part. If not, I need to let him know his amount owed remains unchanged.

Thanks,

Kurt

Kurt Borsting

Superintendent for Marine Operations

Department of Parks, Recreation & Marine

City of Long Beach

562-570-4960

**CITY OF
LONGBEACH**

From: Kurt Borsting

Sent: Sunday, October 01, 2017 11:13 AM

To: Kelly Armstrong <Kelly.Armstrong@longbeach.gov>

Cc: Eric Skelly <Eric.Skelly@longbeach.gov>

Subject: Grand Romance Power Pedestal

Hi Kelly -

Eric Skelly and I recently met with Bill Barker regarding a number of issues associated with his permit at Rainbow Harbor.

One of the things we discussed was an outstanding bill related to a replacement part and his power pedestal. You may recall that Bill was taking the position that someone from the aqua link operation may have fiddled with the connector creating the problem that resulted in the part needing to be replaced - and as such he should not be responsible for the invoice. We advised Bill that the grand romance operation was still responsible for the costs associated with this repair.

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it be possible for us to take this replacement part (as a spare for future use) and apply its value towards the bill.

I've since brought this question to Elvira, and she said that we would only be open to this if you first took a look at the part evaluating if it had future value to us.

Would you mind connecting with Bill so that you can take a look circling back letting me know if this part has value as a spare.

Thanks,

Kurt

Sent using OWA for iPhone

Kurt Borsting

From: Kurt Borsting
Sent: Tuesday, November 21, 2017 11:32 AM
To: Carol Gonzalez
Cc: Kelly Armstrong; Elvira Hallinan; Eric Skelly; Stephanie Hardy
Subject: FW: Invoice Related to Power Pedestal Repair

Carol – Below is a follow up sent to Bill Barker regarding an invoice (which I'm assuming is still outstanding). Mr. Barker had requested a partial credit in exchange for providing a surplus part. We've denied his request, since the Queensway Bay staff has no need for the part.

Just want to confirm I've provided the correct info to Bill about the amount owed – and to confirm whether or not he's made any payment.

Please advise,

Kurt

From: Kurt Borsting
Sent: Tuesday, November 21, 2017 11:28 AM
To: 'grandromance@gmail.com' <grandromance@gmail.com>
Subject: Invoice Related to Power Pedestal Repair

Hi Bill –

Back in July or August you were invoiced \$1,405.61 by the Marine Bureau for damage caused to the power pedestal at your dock. We later discussed the status of your outstanding payment, as part of a meeting held August 31st, at which time you requested that we consider crediting you part of the overall invoice in exchange for accepting a surplus power pedestal part that you had ordered and paid for – concurrent with Kelly Armstrong procuring replacement parts for the aforementioned repairs. Your hope was that Kelly would be interested in having the part you purchased as a spare, in the event future repairs at the dock are needed, and if so, the amount owed to the City – in connection with the repair, could be credited by the value of the part.

I have since spoken with Mr. Armstrong about your request, and unfortunately his work unit has no need for the surplus part, and therefore we will not be able to accommodate your request to credit you any portion of the costs incurred to repair the power pedestal.

As such, if you have not already done so, please remit payment for the invoice referenced above at your earliest convenience.

Please let me know if you have any questions or if you need an additional copy of the invoice.

Thank you,

Kurt

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine



Kurt Borsting

From: Kurt Borsting
Sent: Monday, October 09, 2017 9:10 AM
To: 'grandromance@gmail.com'; 'grandromance@yahoo.com'
Cc: Kelly Armstrong; Cory Forrester; Elvira Hallinan; Eric Skelly; Stephanie Hardy
Subject: Unauthorized Work on Vessel - Monday October 2, 2017

Mr. Barker – This email is a follow up to the noise complaint received by my office last Monday, October 2, 2017 concerning you and other members of the Grand Romance crew conducting loud work at your assigned dock that evening.

When I responded that evening to the harbor, I spoke with you and the responding Marine Patrol Officer, as your crew was preparing to conduct what appeared to be major power spraying / steam cleaning activities on the vessel, which you described as part of prep activities ahead of painting the vessel. This activity included the use of large scale rental equipment located on the Rainbow Harbor Promenade.

I advised you then the work needed to stop immediately, and that this type of major repair/maintenance work may not be performed at your dock or any other location in Rainbow Harbor, or on other water areas within the limits of the City of Long Beach. Beyond the disruptive nature of the activities, your planned work would have resulted in dislodged materials becoming airborne, leading to these materials and likely pollutants entering the waters within the Harbor. Clearly this type of work activity should be performed in a shipyard setting where appropriate and required pollution containment systems are in place.

Based on this most recent incident, and the fact that the Marine Bureau staff has had multiple prior conversations with you concerning other work activities undertaken at your vessel which had gone far beyond the scope allowed for in the Long Beach Rainbow Harbor Rules and Regulations, and the fact that this most recent situation was undertaken without prior approval from Marine Bureau staff, moving forward be advised that you, your crew, or contacted parties working on your behalf may not perform any maintenance activities at the harbor without first receiving written prior approval from either Kelly Armstrong, Rainbow Harbor Maintenance Supervisor or Eric Skelly, Shoreline Marine Supervisor. Mr. Armstrong or Mr. Skelly will be happy to meet with you when work activities are planned to discuss the nature and scope of the work, determining if it is allowable on-site. The only exception to this pre-approval requirement, would be emergency repairs performed to keep the vessel afloat or to prevent the discharge of waste or other pollutants into the waterways. In those emergency situations, we also would look for you to immediately advise our staff and Lifeguards.

Failure to follow this 'pre-approval prior to performing work activities' expectation may result in the revocation of the Grand Romance operating permit at Rainbow Harbor.

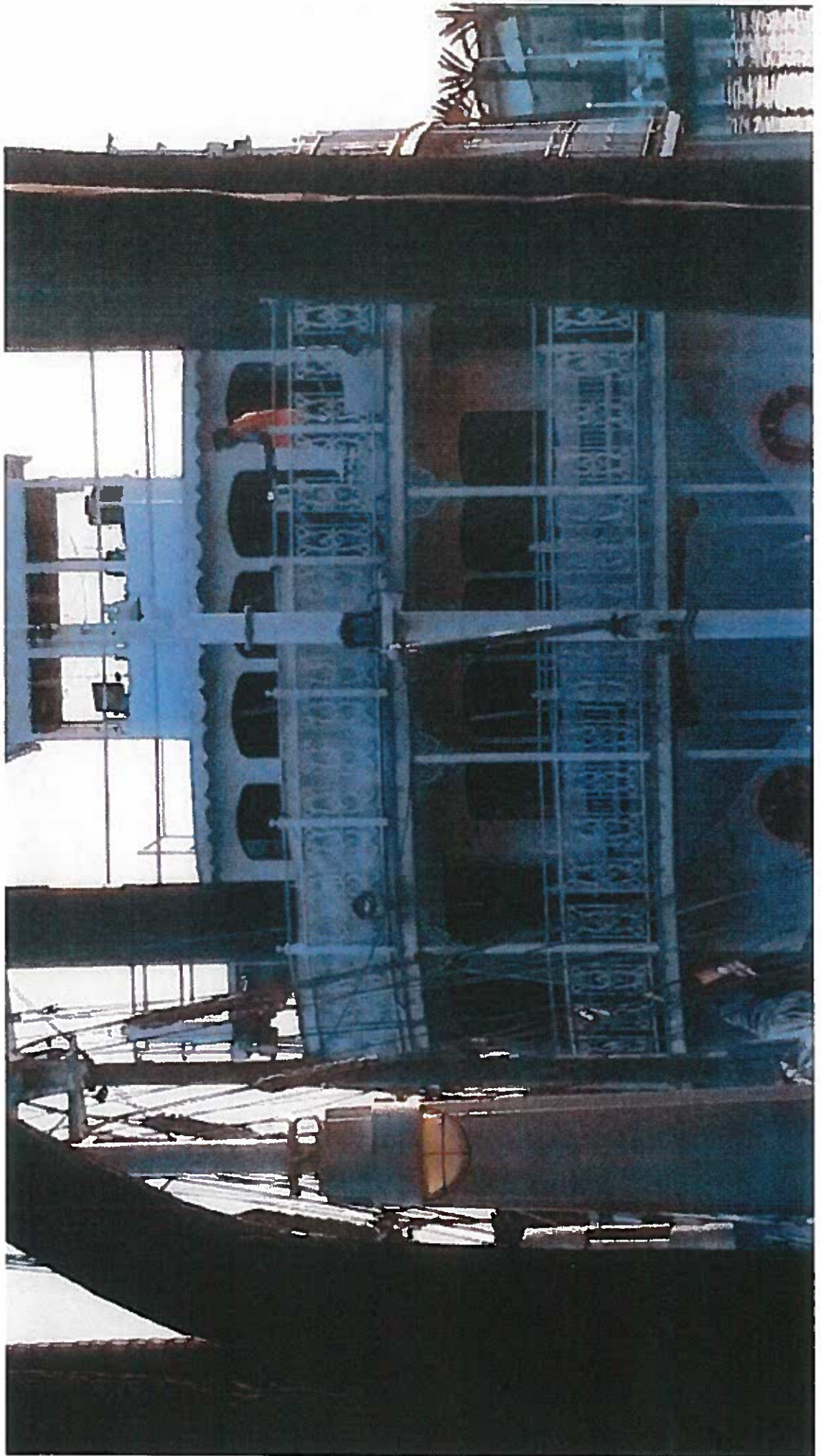
Please contact me if you have any questions.

Kurt

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine
City of Long Beach
562-570-4960

CITY OF
LONG BEACH





Kurt Borsting

From: Kelly Armstrong
Sent: Monday, April 02, 2018 1:55 PM
To: Kurt Borsting
Subject: Fw: Dock 4A power issue 10-9-17
Attachments: IMG_0139.JPG

Importance: High

Kelly Armstrong

Supervisor Queensway Bay Maintenance
Marine Bureau
City of Long Beach
kelly.armstrong@longbeach.gov
Office: (562) 570-8741
Cell: (562) 254-6443
Fax: (562) 570-8535

From: Kelly Armstrong
Sent: Monday, October 9, 2017 8:29 AM
To: Cory Forrester; Kurt Borsting; Stephanie Hardy; Eric Skelly
Cc: Elvira Hallinan
Subject: Dock 4A power issue 10-9-17

Yesterday a call was put in from Grand Romance to On-call for no power at dock 4. I inspected the dock today and found the issue. It appears that the Grand Romance vessel bypassed its shore power outlet (on boat) and hardwired the electrical cord for power. This caused the the wires to be exposed and the main breaker to trip. This could have also caused serious injury or death to whomever was close to or standing on the vessel's metal deck.

The main breaker for that power pedestal was turned off and the boat's cord was unplugged from the pedestal. Power will not be restored until electrical repairs are made by the vessel's owner. I would recommend that the Marina office insures that a qualified electrician make repairs as this has been an ongoing issue at the location.

Let me know if you have any questions.

Kelly Armstrong

Supervisor Queensway Bay Maintenance
Marine Bureau
City of Long Beach
kelly.armstrong@longbeach.gov
Office: (562) 570-8741
Cell: (562) 254-6443
Fax: (562) 570-8535

From: Kelly Armstrong
Sent: Monday, October 9, 2017 8:03 AM
To: Kelly Armstrong
Subject: Dock 4 10-9-17





Incident Report

Today's Date: 11-01-17

Staff Person Reporting Incident: A. Smoyer

Site of Incident: Dock 4A - Grand Romance

Date of Incident: 11-01-17 Time of Incident: 1450

Call Back Number: _____ Permit # _____ Slip # Dock 4A

Report Narrative (Please provide the who, what, when, where, why and how)

Marina Agent Smoyer noticed engines and buckets of oil on Dock 4A by the Grand Romance Ferry Boat. (pictures attached) Bill Barker, owner, was on the Grand Romance and said that the engines and oil were from his sailboat in front of Grand Romance. Smoyer advised him that the oil must be removed from the dock immediately and that the engines need to be removed by tomorrow, November 12th. Smoyer also told him that the marina does not allow engines to be removed from boats in the slip and that he should have gone to a shipyard to use their crane. There is too much risk for damage to the dock and oil spilling. Barker said that he will remove the oil and the old engine today and will try to get the new engine on the boat by tomorrow.

Incident Report By: [Signature]

Date: 11/6/17

Supervisor Signature: [Signature]

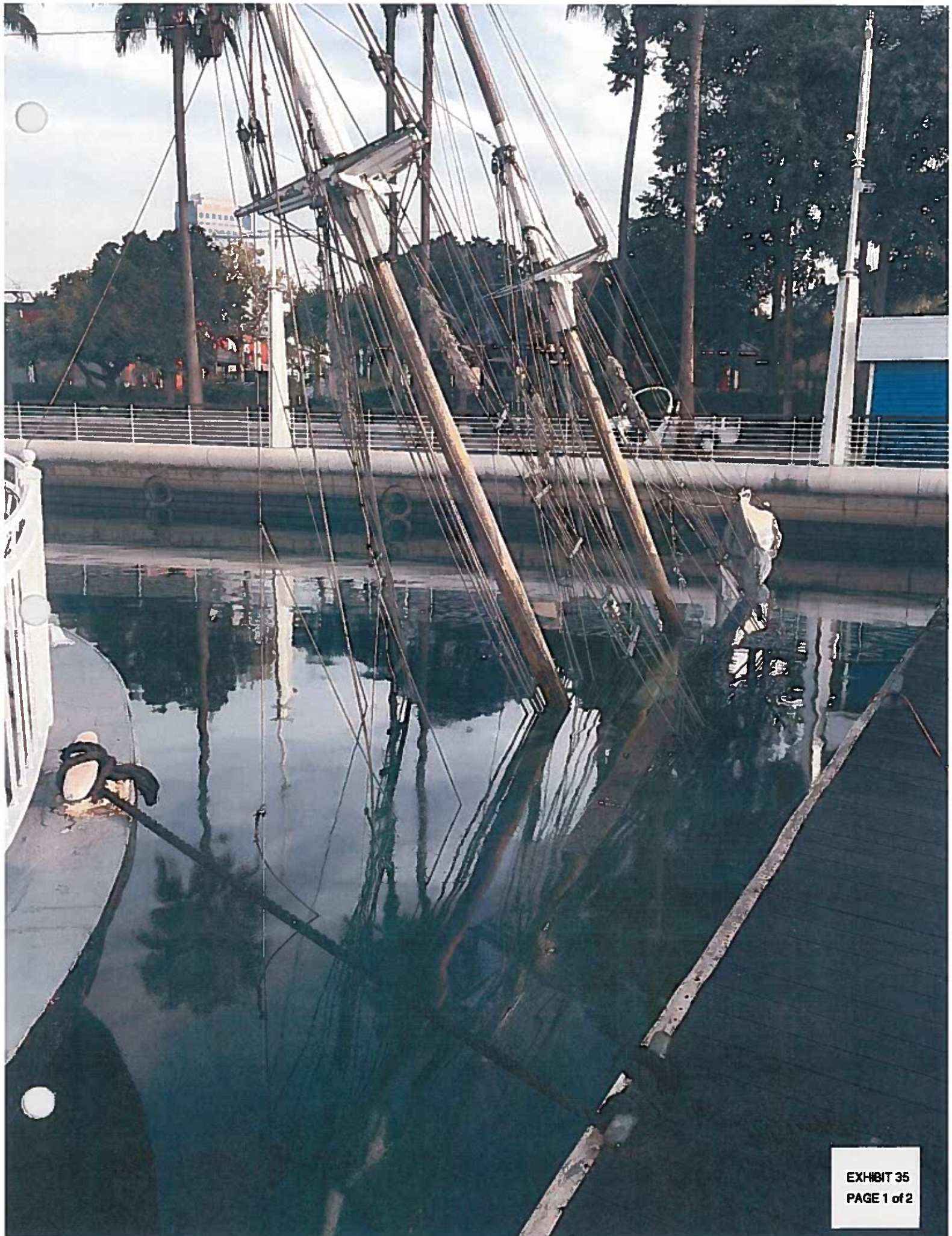
Date: 11/6/17

Superintendent Signature: _____

Date: _____









Kurt Borsting

From: Kurt Borsting
Sent: Monday, November 20, 2017 4:12 PM
To: 'grandromance@gmail.com'
Cc: Elvira Hallinan; Eric Skelly; Stephanie Hardy; Alan Kosoff
Subject: Follow Up Requirements to Sunken Vessel's Removal From Rainbow Harbor
Attachments: Photo 1.jpg; Photo 2.jpg; Photo 3.jpg

RESENDING DUE TO TYPO

Bill – My staff have advised me that your pirate vessel left Rainbow Harbor this past weekend under tow, in-route for service at a local shipyard.

I'm glad that you and your team were able to successfully raise and remove the vessel from the harbor, following its sinking on November 12th.

On a related front, by no later than end of business day, Wednesday, November 22, 2017, please ensure all remaining loose property that has been left on the dock is removed from the Rainbow Harbor property – including all materials formerly affixed to or within the pirate vessel, as well as all other equipment/property used in connection with the raising of the vessel (see attached photos).

In addition, while we have discussed this topic a number of times in the past, please consider this a written reminder that only the Grand Romance vessel has permission to berth at this dock under our current month-to-month business arrangement, and that under no circumstances should the pirate ship or any other vessel be brought back into the harbor for short term or extended berthing – without you first having received advanced authorization by the Marine Bureau Manager or their authorized representatives.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations
Department of Parks, Recreation & Marine
City of Long Beach
562-570-4960

CITY OF
Long Beach







LONG BEACH FIRE DEPARTMENT
MARINE SAFETY DIVISION
DAILY ACTIVITY LOG

Page 1 of 2

APPARATUS 126
ASSIGNMENT R32
PORTABLE RADIO(S) 1
PERSONNEL FLETCHER/GILLOT/DIGAN

MILEAGE Finish 6517
ENG. HRS. Start 6512
Total 5

DATE 11-13-17
DAY MONDAY

Weather Conditions Advisories

Visibility 6-80 Water Temp 63.1°F
Air Temp 76°F Tide Time H 4:6 & 1759/5.70 C634
Wind SW 5-15 Tide Time L 1:20 & 1213/0 7:00 C4
Sky Cond 1 CLOUD Sea State CALM

Medical Aid & Rescue Equipment

BLS ✓ Onbrd Eqp ✓
ALS — Dive Equip ✓
AED ✓ Resc Equip ✓
Resus-PSI ✓ Fire Equip ✓

TIME	LOCATION	CF/SIZE/TYPE	ACTIVITY	NAME/CITY	\$	POB
0700	35	{MARINE}	SHIFT CHANGE, RPT-3			
0730	35	{MARINE}	MONDAY CHECKS, CHARGE EQUIP 310 311 312 313			
0740	DOCK 4 P4111303	VESSEL {SINKING}	40' STIL ON BOTTOM IN FRONT OF DOCK 4			*
0800	"	{COLLECTION}	DEPLOY BOOM 21 STICKS			
0945	LA P4111303	{FIRE}				
1100	35	{ADMIN}	VESSEL ACCIDENT REPORT			
1140	DOCK 4	{COLLECTION}	REPORT OF BOOM NOT CATCHING PRODUCT - LEAVING			30 MON-FRUIT
1155	PTM	{P4111303}				
1207	DTM	{MARINE}	55.0 GALLONS FUEL			
1330	6641	{BEAT}	IMPOUND TO 31 FOR AUCTION			
1445	ADM	{P4111303}				
1500	OF	{P4111303}				

APPARATUS WASH: Yes ✓
No —

Signature: [Signature]
Dept. ID: 71055

Kurt Borsting

From: Kurt Borsting
Sent: Thursday, January 04, 2018 12:38 PM
To: Marie Knight
Cc: Elvira Hallinan
Subject: Grand Romance Summary

Hi Marie --

Below is the summary information you requested, outlining the on-going issues with the Grand Romance (Paddle Wheel) operation at Rainbow Harbor. Collectively, these issues have led to our recent recommendation to terminate the operator's permit.

Infractions & Experiences Leading to Aug. 2017 Meeting

Since August of 2015 (when I first joined the City staff), there have been repetitive policy and operational infractions by the Grand Romance operator. These incidents have required on-going interventions by Marine Bureau staff, have detracted from the overall property, and have resulted in various risk exposure to the City. Infractions have included...

- Unauthorized modifications made to the dock's high voltage electrical power pedestal.
- Multiple instances of extreme clutter and unsightly property left on docks – in public view.
- Excessive storage of property on dock including improper storage of fuels and chemicals.
- Extended mooring of multiple unauthorized vessels at the dock
- Suspected non-approved live-aboard activities associated with one of the aforementioned unauthorized vessels
- Conducting extensive disruptive work activities on-site with potential for environmental pollution (work that should have taken place at a shipyard)
- Noise complaints
- etc.

Expectations Set at Aug. 2017 Meeting

In spite of the issues bulleted above, in recognition of the operator's long tenure at the harbor, and in an effort resolve these issues a late August 2017 meeting was held with the operation's owner Bill Barker. As part of that meeting specific expectations were set, which if adhered to would have led to staff recommending a two year permit be extended to the operator (as they have been operating on a month-to-month basis for many years). These terms included...

- 1) discontinuing the practice of extensive work activities on the docks;
- 2) maintaining the docks clear of property;
- 3) clean-up of a storage shed on the dock, including removal of large commercial refrigeration equipment;
- 4) removal of the unauthorized pirate boat from the harbor;
- 5) improving the presentation standard of the Grand Romance vessel.

An immediate timeframe was established on those items which could be quickly accomplished (and which had already been long-standing requests made to Mr. Barker from the Marine Bureau). These items included the dock clean up, removal of unused equipment from on-dock storage, and discontinuing work/repairs on-site. A longer timeline, extending to Oct. 31, 2017, was established for removing the pirate boat from the harbor, and for making progress towards the presenting the Grand Romance vessel at a higher overall appearance standard.

Infractions since the August 2017 Meeting

Rather than addressing the concerns, additional infractions took place following the August 2017 meeting. These infractions included...

- **October 2nd – Noise Infraction, unauthorized work in-excess of allowable scope on site, environmental pollution concern** - a noise complaint lodged by other commercial tenants, claiming loud evening work was taking place aboard the vessel. Upon investigation it was learned Mr. Barker had brought a very large commercial piece of equipment presumably to wash down the vessel prior to painting. Use of this commercial equipment would have been disruptive to other operations, and would have resulted in large volumes of pollutants entering the waterways. Mr. Barker was advised to stop work, and that work of this scale should be conducted at a shipyard. I believe Mr. Barker was well aware that this activity would not have been authorized on-site by our staff, leading him to attempt conducting the work under the cover of darkness. Following the incident, I advised Mr. Barker (in writing) that based on this incident and his numerous prior infractions, that moving forward he may conduct no maintenance work at the dock without first receiving the written approval in advance from Kelly Armstrong, Marine Maintenance Supervisor.
- **November 1st – unauthorized work in-excess of allowable scope on site, no notification to staff** - while conducting field work, staff observed two large engines on the Grand Romance dock. These engines were later learned to be associated with Mr. Barker's unauthorized pirate vessel. This mechanical work on-site was not pre-approved by Kelly Armstrong, per my prior instruction, and when questioned about the work Mr. Barker stated that I had approved him doing so (which was not accurate).
- **November 1st and beyond – unauthorized vessel on site, beyond deadline set for its removal** - As previously referenced, at the late August 2017 meeting, Mr. Barker was instructed to remove the unauthorized pirate vessel from the harbor by no later than October 31st. He did not and in early November he was provide an extended timeframe – through November 8th to remove the vessel.
- **November 12th – Unauthorized vessel discovered sunken in harbor** – Mr. Barker did not remove the vessel on or before the extended Nov. 8th deadline. We later learned insurance protecting Mr. Barker and the City from liability associated with this vessel had expired without renewal on November 1st.

Recommendations moving forward

Based on the continued pattern of behaviors and poor judgment exercised by Mr. Barker, his apparent disregard for the City's instruction as it relates to his tenancy at Rainbow Harbor, and the various risk exposures his operations continue to present (including liability, environmental, and reputational), I am recommending termination of operational permit for Grand Romance vessel - providing him a reasonable period (3 to 6 months) to relocate the vessel to a new home port outside the City of Long Beach.

Sincerely,

Kurt Borsting
Superintendent for Marine Operations



CITY OF LONG BEACH

DEPARTMENT OF PARKS, RECREATION & MARINE

2760 N. Studebaker Road, Long Beach, CA 90815-1697
(562) 570-3100 • FAX (562) 570-3109
www.LBParks.org



selected
best in the nation

HAND DELIVERED

February 5, 2018

Mr. Bill Barker
Grand Romance Riverboat
17897 Marygold Ave.
Bloomington, CA 92316

**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.

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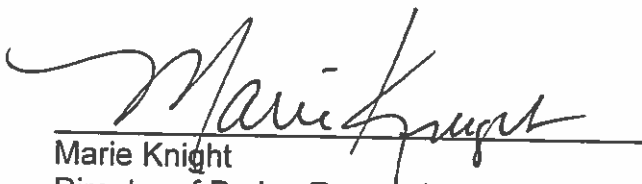
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Form 3811, Don
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Considering the above, it is my determination that you have acted contrary to the directives of Department staff and have shown little regard for City assets, rules, and regulations. 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,



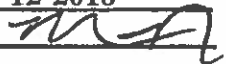
Marie Knight
Director of Parks, Recreation and Marine

MK:ak

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

Grand Romance Riverboat Corp.
200 Aquarium Way Dock 4
Long Beach, California 90802
562-628-1600
grandromance@gmail.com

Date: February 12, 2018

TO: HAND DELIVERED
DATE: 02-12-2018
FROM: 

RE: Revocation for Termination of Permit 21350

Grand Romance Riverboat is officially writing you disputing the termination of Permit 27350. The date of April 6, 2018 ceasing business operations asking Grand Romance Riverboat to be gone from Dock 4 has now legally been stopped. Maritime and Contract Law states that upon notification given and/or provided to the Department of Parks Recreation & Marine (Hand Delivered and Signed) per 24.3 Enforcement Delay clause signed by the city attorney and former Parks Recreation & Marine Department. Marie Knight is no longer the Director of Parks, Recreation & Marine of Long Beach Harbor therefore the issuance of Termination of Permit 27350 is in no longer in full force and effect.

The numerous emails sent by Kurt Borsting warned Grand Romance Riverboat of possible future actions that maybe taken in the future but since the emails were sent and read in January 2018⁷ no infractions have occurred. Furthermore, we hand Delivered last week the objection to 6¹ items listed as reasons for termination of the Permit 27350.

The following are objections Grand Romance Riverboat berthed at Dock 4 will be as follows;

A. 4. Compensation

a. Grand Romance Riverboat is to be re reimbursed for the non-working pump out station that has created a Health and Safety Concern for our valued long Beach guests. We have sent Kurt Borsting the Outstanding Bills the City has yet to pay Grand Romance Riverboat totaling 6,300.00² as of February 5, 2018.

b. The damage high voltage electric tower damaged by the city not Grand Romance as the Riverboat was in Dry Dock, Long Beach Transit who also shares Dock 4, called you informing that it was on fire.

c. Long Beach Transit is also a tenant at Dock 4 and you are discriminating and falsely accusing Grand Romance Riverboat of negligence. If Grand Romance is being charged for repair Permit

¹ Hand Delivered Thursday 2-2-2018

² Dolphin Marine pump-out Invoices paid and are owed to Grand Romance Riverboat

27350 tells you that Force Majeure DOES not make Grand Romance Riverboat responsible rather the permitor is responsible.

d. You made a false statement to Kevin Lee which was published that Grand Romance made unauthorized modifications to the electric terminal is False! We have emails sent to us telling of Damage and an outstanding bill for repairs NOT illegal modifications.

e. The cameras and security videos were working and in full effect when the pirate ship was intentionally sunk. I personally had an hour plus meeting with Kurt Borsting and Eric asking them for proof of someone being at dock 4 Sunday night after 10 p.m. Kurt Borsting said there was suspicious activity but only a police report filed, and a police officer present would be the only way for anyone in the Harbor to view videos or camera photos. That is NOT what his email to every member in Long Beach Harbor told us, see email he sent 11-22-17.

B. 6. Improvements

Improvements to vessels as per Permit 27350, any major improvements constitute, "install, erect or construct any building on Dock 4 must acquire written approval". Since 2004 you have changed the rules, but Grand Romance Riverboat is in full compliance and not in violations, you should make that specific in our new Permit legally guaranteed to Grand Romance Riverboat per contract law and the revocation letter dated February 5, that Long Beach was going to give Grand Romance a new year's lease.

C. 13. Damage or Destruction of Improvements

- a. Pump out for sewage broken for over a year is the City's responsibility
- b. Electric Prototype Stand is the City's responsibility and not Grand Romance or Long Beach Transit is also responsible.
- c. Concession Stands are permitted and allowed to be used to generate sales
- d. Having a ticket booth helping generate sales is allowed and encouraged in permit 27350, once again rules have changed and should have been amended or annexed in a new permit giving Grand Romance Riverboat a new 1-year permit with the amended rule change made in April 2017.

D. 16. Force Majeure tells you that any damage done or occurrence by crime, vessel not present, or cameras not working is not Grand Romance Riverboat's fault nor responsibility.

In conclusion there has not been a meeting for all owners, residents, business owners in almost two years. Last year in April the rules for the Harbor changed and we were never notified. Beautification of the Long Beach Harbor is a win-win for everyone when rules are consistent and fair across every dock! The Bed and Breakfast dock has three tables with umbrellas on their dock, other docks are full of debris and Dock 4 is spotless. Dock 4 is a shared Dock and is the City terminating Long Beach Transit from Long Beach Harbor and dock 4 as well?

Long Beach has invested 520 Million dollars in anew Civic Center Downtown, over 100,000 new residents are moving to Downtown the fiscal year of 2018. Grand Prix, Summer Olympics, Pro Volleyball Tournaments, World Games and the list goes on. I haver attached a plan

for when Grand Romance Riverboat goes into dry Dock April 18, 2018³. I also have a plan of action moving forward

Thanks,

Rich Charley, C.L.A. and employee of Grand Romance Riverboat.

562-313-2036

Or

562-628-1600

CC: Director of Parks & Recreation & Marine

City Manager Long Beach, California

Elvira Hallinan, manager of Marine Operations

Kurt Borsting, Superintendent

Bob Livingstone, Contract management Officer

³ Dry Dock Plans for April 2018

Western Marine Charters, Inc. Sincerely,

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.

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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.
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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

DOLPHIN MARINE

PO BOX 2436

SEAL BEACH, CA 90716

714 321 8531

DATE 08/13/17

BILL FOR:

Glynda Robinson

EXHIBIT # 2

SEWAGE PUMP OUT BILLS

Pump Out-07/17	\$150.00
Pump Out-07/22	\$150.00
Pump Out-07/27	\$150.00
Pump Out-08/05	\$150.00
Pump Out-08/12	\$150.00
Pump Out-08/19	\$150.00
Pump Out-08/26	\$150.00
Pump Out-09/02	\$150.00

Total Due \$ 1200.00

Please check the bill amount and pay it by the due date.

DOLPHIN MARINE

PO BOX 2430

SEAL BEACH, CA 90740

714 321 8531

DATE 09/03/17

BILL FOR:

Grande Romance

Pump Out- 05/14	\$ 150.00
Pump Out -- 05/15	\$ 150.00
Pump Out -- 05/20	\$ 150.00
Pump Out -- 05/25	\$ 150.00
Pump Out -- 05/26	\$ 150.00
Pump Out -- 05/27	\$ 150.00
Pump Out -- 05/28	\$ 150.00
Pump Out -- 05/29	\$ 150.00

Total Due \$ 1200.00 ck# 4269 9/4/17

DOLPHIN MARINE

PO BOX 2431

SEAL BEACH, CA 90740

11/11/17

11/11/17

BILL FOR

Grande Remise

PO BOX 2431

11/11/17

Grande Remise - 05/12

\$390.00

Grande Remise - 05/12

\$390.00

Grande Remise - 05/12

\$390.00

Grande Remise - 05/12

\$390.00

Grande Remise - 05/12

\$390.00

Total Due \$ 900.00

ck # 4301 10/11/17

DOLPHIN MARINE

PO BOX 2430

SEAL BEACH, CA 90740

TEL 321 8531

DATE 11/04/17

BILL FOR:

Grande Romance

Pump Out - 10/08	\$ 150.00
Pump Out - 10/12	\$ 150.00
Pump Out - 10/16	\$ 150.00
Pump Out - 10/22	\$ 150.00
Pump Out - 10/24	\$ 150.00
Pump Out - 10/25	\$ 150.00
Pump Out - 10/27	\$ 150.00
Pump Out - 11/04 AM	\$ 150.00
Pump Out - 11/04 PM	\$ 150.00

Total Due \$ 1350.00 Paid check # 4337 11/4/17

DOLPHIN MARINE

PO BOX 2430

SEAL BEACH, CA 90740

714 321 8531

DATE 12/10/17

BILL FOR:

Grande Romance

Pump Out - 11/10 \$ 150.00

Pump Out - 11/11 \$ 150.00

Pump Out - 11/12 \$ 150.00

Pump Out - 11/18 \$ 150.00

Pump Out - 11/21 \$ 150.00

Pump Out - 11/30 \$ 150.00

Pump Out - 12/01 \$ 150.00

Pump Out - 12/07 \$ 150.00

Pump Out - 12/08 \$ 150.00

Pump Out - 12/09 \$ 150.00

Pump Out - 12/10 \$ 150.00

Total Due \$1650.00

PAID CK # 4364 12/13/17

Grand Romance Riverboat Corp.
200 Aquarium Way, Dock 4
Long Beach, California 90802
562-628-1600
Date: February 12, 2018

DRY DOCK APRIL 2018

1. USSG Inspection
 - A. Work from list of repairs issued by the Coast Guard
2. Inspect Sea valves
3. Install New Zinc anodes
4. Complete USCG Worklist (some paddlewheel buckets need repair)
5. Blast, Prime, Paint Paddlewheel
6. Paint hull
7. Repair Exterior Railing et al
8. Paint Superstructure sides
9. Work on Esthetics outside appearance

RECEIVED FEB 08 2018

Western Marine Charters, Inc. Sincerely,
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,

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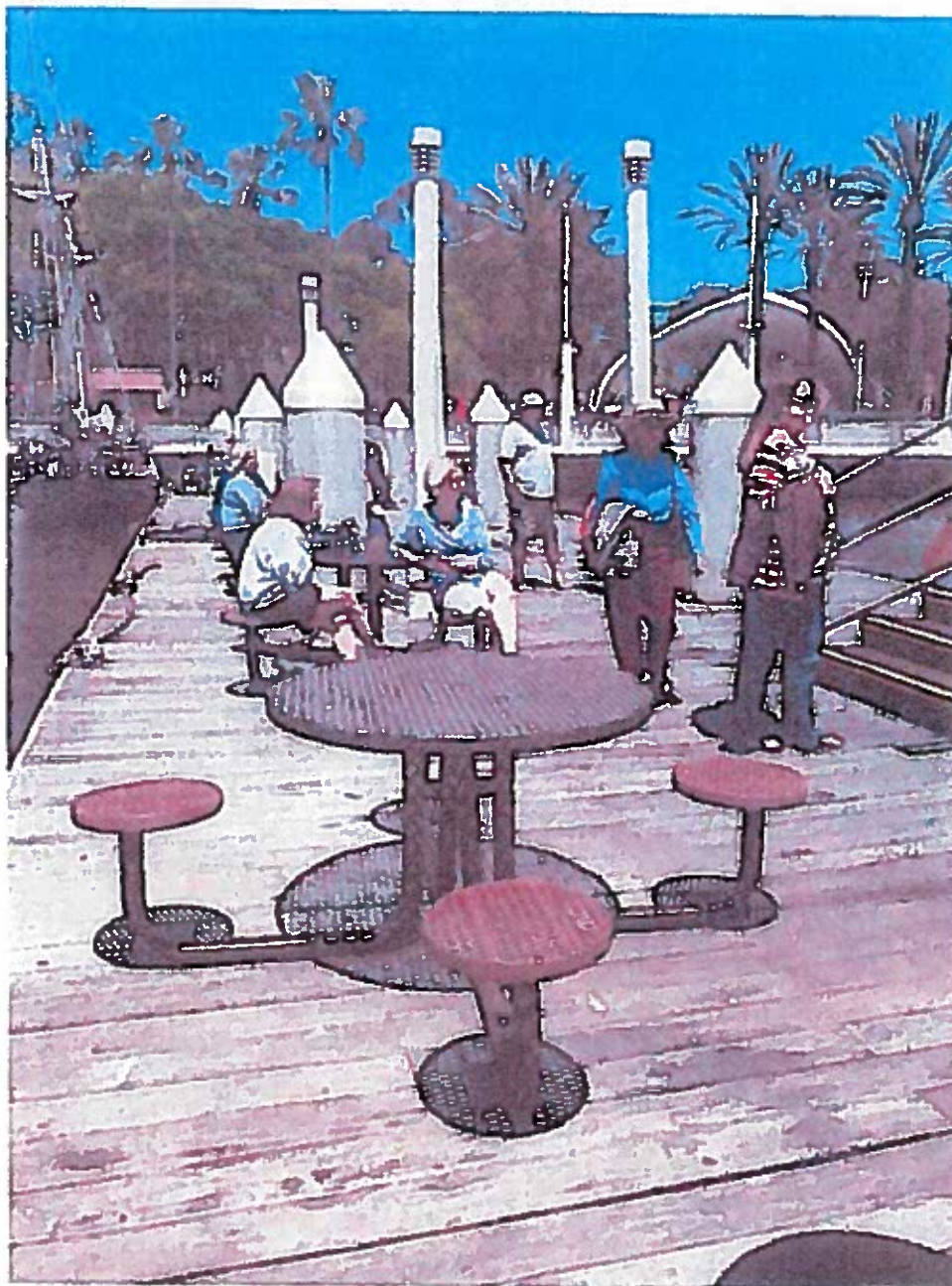
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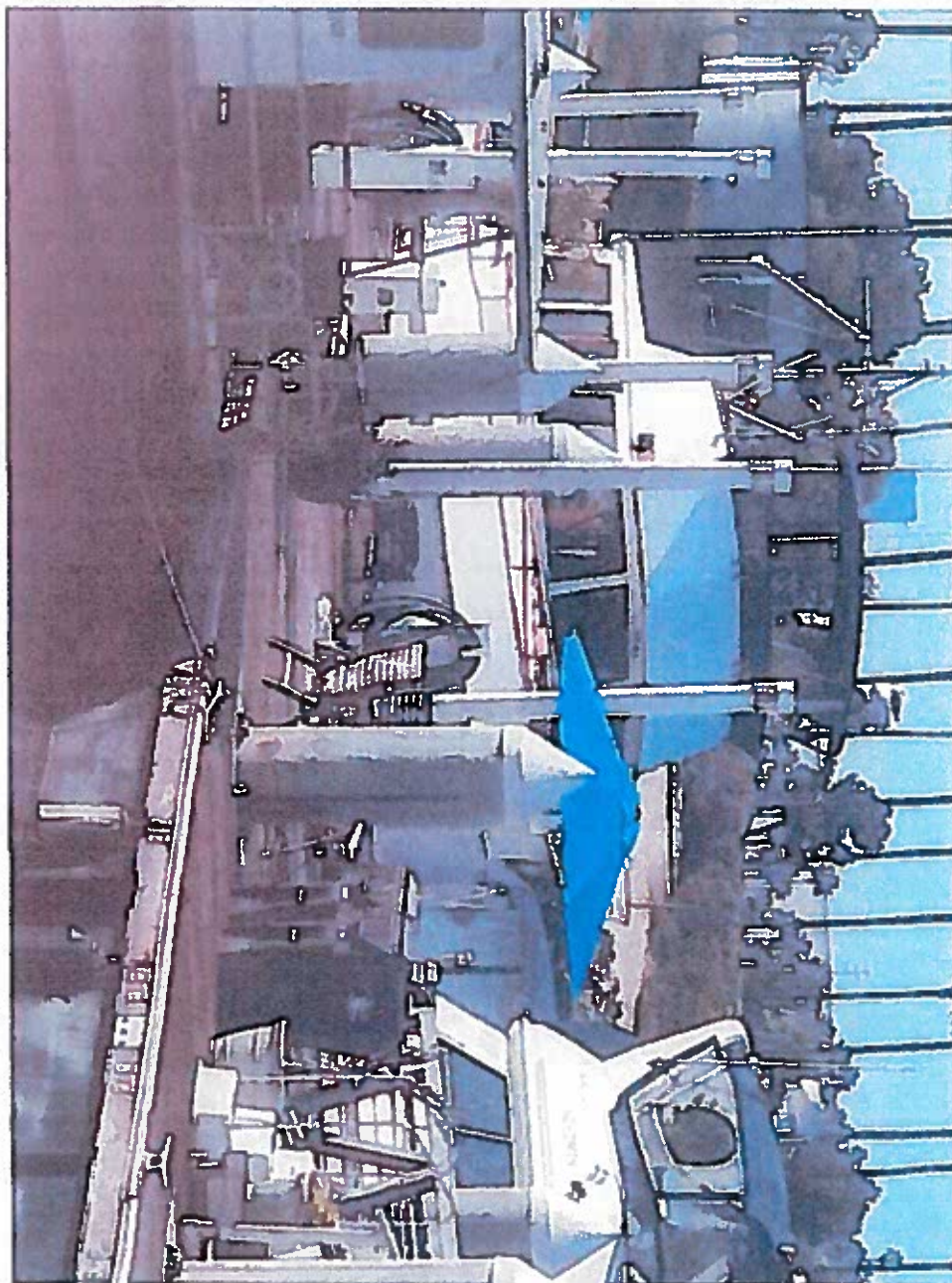
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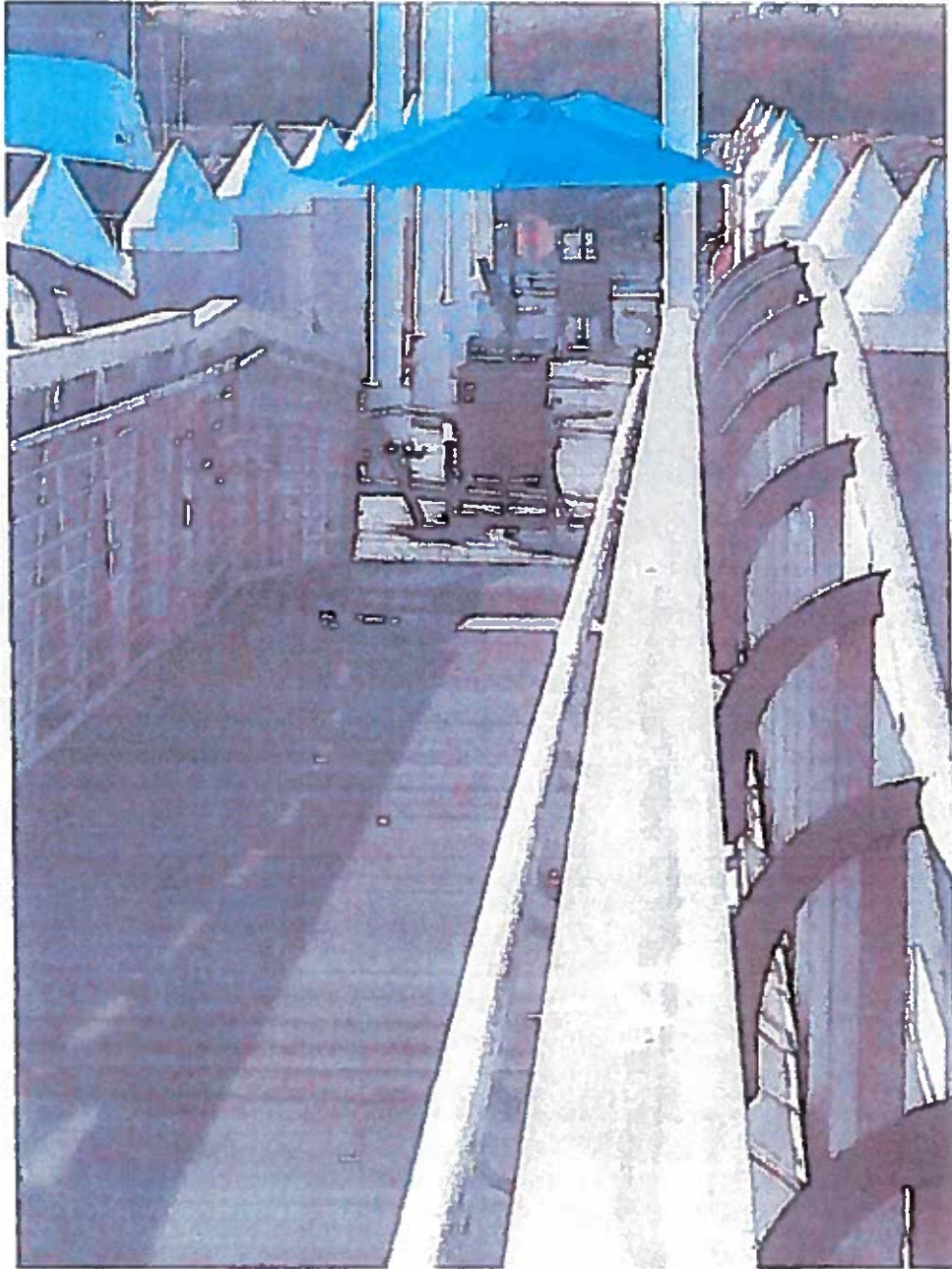
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34 TABLES AND CHAIRS SHARED BY AQUA LINK PASSENGERS
THIS IS HIS FIRST COMPLAINT WHICH WE MOVED IN COMPLIANCE



#2 BED AND BREAKFAST DOCK WITH TABLES CHAIRS AND PLANTS
AN EXAMPLE OF BEING SINGLED OUT AND NOT
BEING TREATED EQUALLY.



#3 BED AND BREAKFAST DOC

Find messages, documents, photos or people

Back

Archive

Move

Delete

Spam

Your eBay item sold! 42 FT. MINI
PIRATE SHIP (182803920227)

Yahoo/Inbox



eBay <ebay@ebay.com>
To: grandromance@yahoo.com



Oct 5, 2017 at 4:43 PM



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42 FT. MINI PIRATE SHIP

Sale Price: \$7,500.00

Item #: 182803920227

Date Sold: 10/05/2017

Quantity Sold: 1

Buyer: rattlesnakewheel (24215)

Views: 25,575

Watchers: 158

While you wait for payment:

- We'll send a reminder to your buyer to send payment, and we'll notify you when payment has been received. Please allow up to 48 hours for the buyer to pay for the item.
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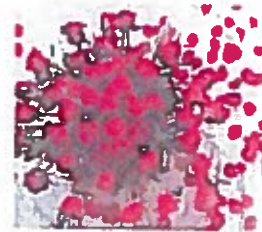
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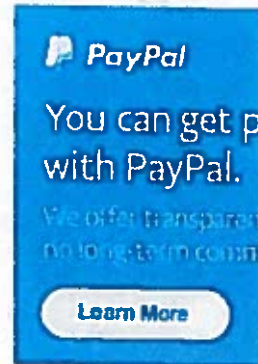

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#4
SOLD
PIRATE BOAT
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B.L.

Home

You've been paid! 42 FT. MINI PIRATE
SHIP (172937663597)

Yahoo/Inbox



eBay <ebay@ebay.com>
To: grandromance@yahoo.com



Oct 22, 2017 at 7:36 PM



Good news, your item has been paid for.

Hi Bill,

Now that you've received your payment of \$7,500.00, it's time to pack it out. Make sure you send it within +1 day, the handling option you selected.

[Print a shipping label](#)

Already Shipped?

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42 FT. MINI PIRATE SHIP

Paid: \$7,500.00



Item # 172937663597

Date Sold: 22/10/2017

Quantity Sold: 1

Buyer: **ruget0114-1 (1)** 100% Co

Buyer Address: Scottsdale, AZ, Un

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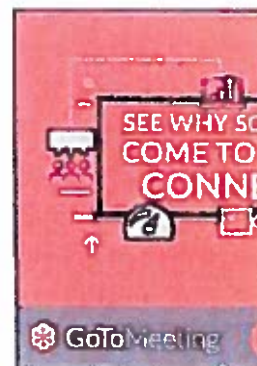
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10/22/17
#5
SOLD BOAT
THE SECOND
TIME.
WE'VE SINCE
SOLD IT AGAIN

EXHIBIT 42
PAGE 9 of 9

Grand Romance Riverboat
200 Aquarium Way, Dock 4
Long Beach, California 90802
562-628-1600
grandromnce@gmail.com

Date: February 23, 2018

RE: Request for April Marine Advisory Commission

The City of long Beach
Department of Parks, Recreation & Marine Bureau
205 Marina Drive
Long Beach, CA 90803

Dear Ms. Elvira Hallinan,

We enjoyed our conversation with you and Mr. Borsting today at 10:00 a.m. for it was incredibly informative understanding exactly the issues facing the potential termination of Permit 27350. We respectfully request a chance to show the esteemed Long Beach citizens, appointed by Mayor Garcia, a chance to see the future plans of Grand Romance Riverboat, new employee handbook, new management team, enforcement procedures going forward allowing confidence to be fostered for the nine members allowing the new Grand Romance Riverboat to operate as the "Belle" of the Long Beach Harbor.

We would respectfully request the April MAC timeslot be granted. This would allow time needed to prepare for the MAC and outlining the *massive overhaul* of the Grand Romance Riverboat. Furthermore, preparing for the numerous "new" allegations being brought forward because of the City of Long Beach spokesperson Kevin Lee on Wednesday going to the Long Beach Press Telegram without Grand Romance Riverboat's permission or acknowledgment.

Lastly, will you please extend the deadline for termination for Permit 27350 allowing us to honor the already booked boat for the Long Beach Grand Prix.

I personally respect what you are doing and will continue to for the citizens and tourists for the Long Beach Rainbow Harbor. Thanks for your attention to this matter.

William J. Barker, Captain and Owner
Lee Richmond Charley, C.L.A and Manager of the Grand Romance Riverboat

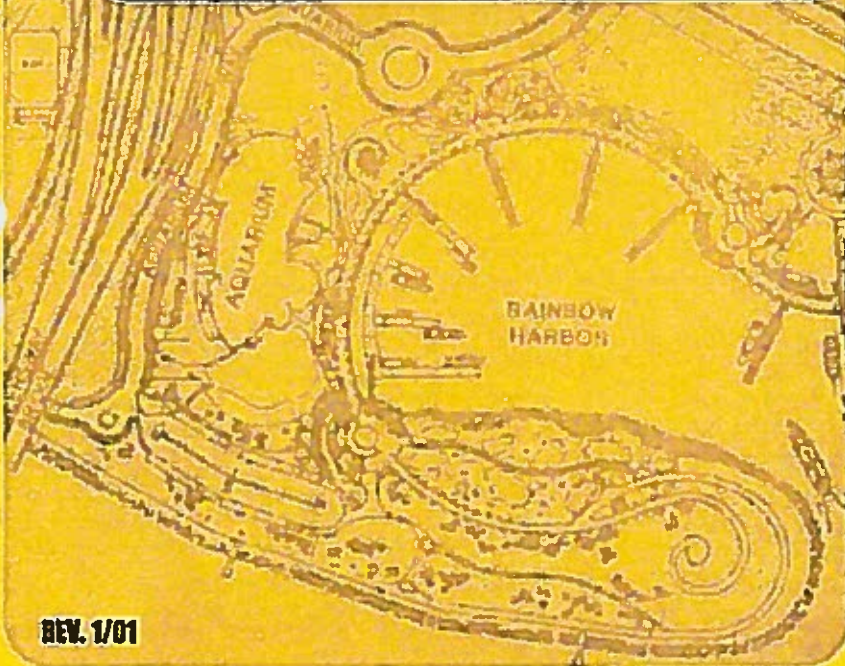
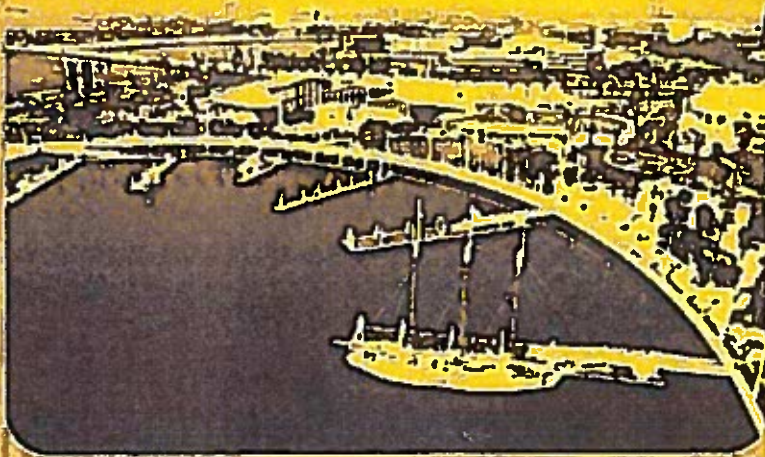
Elvira Hallinan

From: bill barker <grandromance@gmail.com>
Sent: Friday, February 23, 2018 2:44 PM
To: Elvira Hallinan
Subject: April MAC Date

Thanks for the meeting today,
Rich and Bill Barker
[REDACTED]

Long Beach Rainbow Harbor

RULES AND REGULATIONS



REV. 1/01

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I. AUTHORITY

These regulations concerning the Rainbow Harbor are adopted, pursuant to the provisions of Section(16.08.970) of the Long Beach Municipal Code (L.B.M.C.). In order to implement, make specific, and otherwise carry out the policy of maintaining the Long Beach Rainbow Harbor in a sanitary, sightly, and orderly condition and of preserving the public health, safety, welfare and convenience in the use thereof.

II. APPLICATION AND SCOPE

The Rainbow Harbor Regulations shall apply to the berthing of vessels, and other activities and operations within the Long Beach Rainbow Harbor [as defined in section (16.08.110 of the L.B.M.C.)]. The Long Beach Rainbow Harbor is under the jurisdiction of the Marine Bureau of the Parks, Recreation and Marine Department.

III. RAINBOW HARBOR VESSEL BERTHING PERMITS

Any permit issued by the Manager of the Marine Bureau ("Manager") for the use and occupancy of a dock within the Long Beach Marinas shall include by reference the following provisions and conditions:

A. Cancellation:

1. **By City:** The Manager may cancel and terminate any berthing or dock permit upon five (5) days written notice to the Permittee for Permittee's failure or refusal to comply with (i) provisions of the permit, including, without limitation, nonpayment of dock fees, (ii) any provision of Chapter 16.08 of the L.B.M.C., (iii) Rainbow Harbor Rules and Regulations, or (iv) for permittee's use of the Rainbow Harbor facilities which disturbs the peaceful use and occupancy or the public health, safety, peace, welfare and convenience of the users of the Harbor facilities or the public. Notice shall be deemed served within twenty-four (24) hours of the time said notice is deposited in the United States Postal Service, if mailed by first-class mail, postage pre-paid, to Permittee's address as designed on the permit. The notice shall specify the applicable provision of the permit, Municipal Code, Rainbow Harbor Regulation, or Marine Bureau policy with which Permittee has failed or refused to comply, the date and time on or before which Permittee is to vacate the berth or dock, and the cancellation date. Permittee shall be liable for all fees accrued prior to the

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date of cancellation or the vessel's exit from the Rainbow Harbor, whichever is later.

2. **By Permittee:** If the Permittee wishes to cancel a permit, Permittee must deliver a written notice of cancellation to the Marine Bureau, addressed to: Long Beach Marine Bureau, 450 E. Shoreline Drive, Long Beach, California 90802. The written notice must be stamped RECEIVED by the Marine Bureau on or before the fifth day of the calendar month in which the cancellation is to be effective and any such cancellation is to be effective only upon the last day of the calendar month. Cancellation notices received after the fifth day of the month will be effective at the last day of the SUCCEEDING calendar month. To be valid, The Marine Bureau will confirm in writing to the Permittee the requested cancellation date and the confirmed cancellation date. Cancellation Requests received within the one month period will be charged fees for a full month. A permittee's cancellation notice mailed with a payment of fees SHALL NOT be effective for the purpose of cancellation of a dock, since such notices are NOT delivered to the Marine Bureau.

B. Removal of Vessel upon Cancellation of Permit:

If Permittee shall fail or refuse to remove the vessel from the berth or dock on or before the date of cancellation of the permit, the Manager may order and cause the vessel to be removed and stored at the Permittee's risk and expense and retake possession of the berth or dock. A Permittee shall reimburse the City for costs incurred in moving and storing a vessel in accordance with the schedule set forth in Section IV of these Rainbow Harbor Regulations. Neither the City nor any of its officers or employees shall be liable to and a Permittee waives all claims for damage to persons and property sustained by a Permittee resulting from the movement of the vessel pursuant to this provision.

C. Reassignment of Docks:

The Manager shall have the right to temporarily or permanently reassign berth spaces and to move or cause to be moved any vessel so reassigned. A Permittee, by applying for and accepting the use of a dock, a mooring, or other berthing facility shall be deemed to have consented to the temporary or permanent reassignment and movement

page 2

of the vessel to another dock, mooring, or other berthing facility (I) for the proper operation, maintenance, and repair of the City of Long Beach Rainbow Harbor, (ii) for the convenience of the City, (iii) for a special event, such as a boat show, and (iv) in case of an emergency. Permittee further consents to the movement of the vessel by City personnel if, after notice to move the vessel is given by the Manager, Permittee fails to comply with any such notice. A Permittee shall reimburse the City for costs incurred in relocating and moving the vessel to another dock, mooring or other berthing facility in accordance with the schedule set forth in Section (iv) of these Rainbow Harbor Regulations. Neither the City nor any of its officers or employees shall be liable to and a Permittee waives all claims for damage to persons and property sustained by a Permittee resulting from the movement of his or her vessel.

D. Effective Date of Dock Assignments and Cancellations:

Dock assignments are effective at noon of the date on the berth or dock permit. Cancellations of permits are effective at noon of the cancellation date. Transfer of vessels from one dock to another shall be made at noon on the assigned date.

E. Non-transferability of Permit:

A Permittee shall not give, sell, sublease, assign, or transfer, or attempt to give, sell, sublease, assign, or transfer, whether voluntarily or involuntarily, the use of a designated dock, mooring or other berthing facility, the permit therefore or any interest therein. Any agreement, whether oral or in writing, between Permittee and any other person, firm, or entity made in connection (I) with the use of a designated dock, mooring, or other berthing facility by a person other than the Permittee, (ii) with the use of a designated dock, mooring, or other berthing facility by a vessel other than one owned by the Permittee, (iii) with the transfer or ownership of or an interest partnership (general or limited) or joint venture owning a vessel, by which agreement Permittee attempts to give, sell, sublease, assign, or otherwise transfer the permit, an interest therein, or the right to use the designated dock shall be void and shall constitute grounds for cancellation of the permit. In the event of the death of the Permittee, the permit may be transferred to the surviving spouse, another general partner named by the partnership, or a new corporation as verified

page 3

by a legal document upon transfer of title to the vessel to such person or entity within a reasonable time after the Permittee's death. The Manager must be informed in writing within five (5) days of all such ownership changes.

F. Sale of Permittee's Vessel:

A permittee may retain the designated berth for a period of thirty (30) days after transferring title to or agreeing to sell the vessel provided:

1. Permittee shall notify the Marine Bureau in writing within five (5) days of the date Permittee enters into an agreement for the sale of the vessel and the intent to acquire another vessel of appropriate length for occupancy of the dock.
2. Permittee shall pay dock fees equal to the amount specified in the permit for the vessel sold pending the acquisition of another vessel. An extension of an additional period (but not to exceed ninety (90) days) may be granted by the Manager upon submission, by Permittee, of proof of a contract to purchase or construct another vessel. If Permittee does not acquire and accept delivery of another vessel of appropriate length for the assigned dock within the thirty (30) day period, or any extension thereof granted by Manager in writing, the permit shall be canceled by the Manager. When the last day of the initial period or any extension thereof is on prior to the fifth (5th) day of the month, the date of cancellation shall be effective the last day of the month. If the last day the initial thirty (30) day period or any extension thereof falls after the fifth (5th) day of the month, the cancellation shall be deemed effective on the last day of the following month. Permittee shall remain liable to the City for all dock fees accruing prior to the date of effective cancellation.

G. Partnership/Corporations:

Permits will be issued in the name of individuals, a partnership (general or limited), corporation, joint venture or other legal entity. A dock permit for a vessel which is registered, documented or owned by a partnership (general or limited), corporation, joint venture or other legal entity will be issued only to a natural person whose name appears on the marina waiting list and whose interest in the vessel (whether by virtue of an interest in the partnership, ownership of stock or a corporation or otherwise) is equal to or greater to that of each of

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the other partners, stockholders, members or associates. An applicant for a berth or dock permit at the Rainbow Harbor for a vessel which is owned by a partnership (general or limited), a corporation, joint venture or other legal entity shall submit for approval by the Manager, a fully executed Marine Bureau Ownership Statement. Any gift, sale, assignment or transfer of (I) the applicant's interest in the vessel, (ii) the interest in the partnership, corporation, or other legal entity by which the named permittee transfers or attempts to transfer the right to use the assigned berth or dock to another partnership, corporation or other legal entity shall be void and shall constitute grounds for cancellation of the permit, without the Marine Bureau Manager's written approval. If a permittee fails or refuses to notify the Manager of a change to any of the information contained in the Marine Bureau Statement of Ownership within five (5) days from the date of any such change, such failure or refusal shall also constitute grounds for cancellation of the permit.

H. Vessel as a Place of Abode:

All persons desiring to live aboard vessels for security & safety reason only within the water areas of the City of Long Beach shall obtain a live aboard permit from the Manager. Person shall be deemed to be living aboard a vessel if he or she occupies or allows others to occupy the vessel and engages in those usual and customary activities associated with a person's residence abode, such as sleeping, preparation of meals, etc. The Manager may cancel any permit issued by the Marine Bureau if any person lives aboard a vessel without obtaining a permit thereof. Such permits shall be subject to the following conditions and limitations.

1. Within the water areas within the City of Long Beach (excluding the Harbor District), the acceptability of any or the number of live aboard permits for each dock shall be determined by the Manager.
2. A live aboard fee will be charged for each person living aboard.
3. The overall length of the vessel for which permission to live aboard is sought must be over thirty-five (35) feet.
4. Regardless of the length of occupancy, no person living aboard a vessel shall use the toilet facilities aboard such vessel, unless the vessel has an approved holding tank. The Manager may order that

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Permittees granted live aboard privileges post notices, seal the toilet facilities and place dye tablets in holding tank.

5. The Manager or his designee shall have the right to make periodic inspections of the vessel to determine compliance with these conditions and the seaworthiness of the vessel. By reserving the right to make inspections, the City does not intend to assume, nor shall that right be construed to impose, any liability for damages to persons or property resulting from a failure to make any such inspection.
6. Any Permittee granted permission to use a vessel as a place of abode who is subsequently granted leave of absence status (as defined in Paragraphs I and/or J) shall lose live aboard status.
7. Each person issued a permit for live aboard status, shall annually complete and file with the Manager, a live aboard certification on a form provided by the Manager.
8. Live aboard status is granted only for the dock assigned to the Permittee at the time of the grant. Live aboard status will not be transferred to another dock location unless approved by the Manager.

I. Deposits:

Any sum deposited with the Marine Bureau pursuant to a permit issued by the Manager shall be deemed a security deposit for the performance by a Permittee of the provisions of the permit. The security deposit, or any portion of it, may be used to cure a default, to compensate that City of Long Beach for all damage sustained by the City resulting from Permittee's default or can be applied toward the last month's dock fees upon cancellation of the permit. Permittee shall immediately on demand pay to the Marine Bureau a sum equal to the portion of the security deposit expended or applied. The City's obligation with respect to the security deposit are those of a debtor and not a trustee. The City shall not be required to pay interest on a security deposit.

J. Commercial Use of Docks:

All docks within the Long Beach Rainbow Harbor shall be used for commercial purposes unless the dock has been designated by the Manager for recreational, public or non-profit docking. The following described facilities that have been designated as Public Docking.

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K. Taxes:

In the event of Los Angeles County Tax Assessor shall determine that any permit issued by the Manager for berthing or mooring of vessels creates a possessory interest subject to property taxes, the Permittee shall pay any such tax prior to delinquency. The situs, for personal property tax purposes, of any vessel under permit shall be the Rainbow Harbor in the City of Long Beach for which a permit is issued.

L. Waiver of Claims:

Neither the City of Long Beach nor any of its officers, employees, or contractors shall be liable to a Permittee for any damage to person or property resulting from oil operations conducted in Oil Island Grissom. Permittees of Rainbow Harbor further understand and agree that the environment of the Rainbow Harbor may be busier & noisier than other light commercial harbors and may be subject to collection of debris from the Los Angeles River runoff and silt from the River may cause a entry and /is exit problem from Rainbow Harbor. All vessels and property belonging to a Permittee located a Long Beach marina shall be there at the risk of the Permittee and neither the City of Long Beach nor its officers or employees shall be liable for damage thereof nor theft or misappropriation thereof.

M. Temporary Dock Permit:

In addition to the powers vested in the Manager under Section 16.08.950 of the Long Beach Municipal Code, the Manager may issue temporary docks permits for assigned but vacant berths or docks upon such terms and conditions as may be required for the efficient operation of the Long Beach Rainbow Harbor.

N. Ownership of Vessels:

No permit for a berth or dock with the Long Beach Rainbow Harbor shall be issued unless the applicant therefore shall establish to the satisfaction of the Manager that the applicant is the owner of a vessel which is to be berthed at the dock. Evidence of ownership shall be in the form of a certificate issued by the California Department of Motor Vehicles showing the applicant as the legal and registered or regis-

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tered owner or ship's documents issued by the U.S. Department of Transportation showing applicant's interest in the vessel. Applicant must have the exclusive right of possession and beneficial use and enjoyment of the vessel. At the request of the Marine Bureau, an applicant shall submit such documentation as the Marine Bureau may require to determine the nature and extent of the applicant's interest in the vessel. In addition, the applicant shall declare under penalty of perjury that the facts, documents, and other information submitted to establish ownership of a vessel are true and correct and reaffirm such declarations from time to time at the request of the Marine Bureau.

O. Certificate of Inspection:

Each operator must ensure that the Marine Bureau possesses a current copy of the annual Certificate of Inspection issued by the United States Coast Guard.

P. City Sponsored Events:

Vessel Landing Permits in the Rainbow Harbor may be issued by the Director of Parks, Recreation and Marine, or a designee, free of charge for events coordinated and sponsored by City departments.

IV. GENERAL REGULATIONS

The following regulations shall apply to the use of the water areas and the Facilities and improvements situated within the Long Beach Marinas and Harbors:

- A. Storage on the Docks and Fingers:** Nothing shall be stored on the docks and fingers except in locker boxes approved by the Marine Bureau as to the type.
- B. Steps:** Any steps used for ingress to and egress from a vessel shall not impede pedestrian and dock cart movement on the dock. The steps must be of stable but lightweight construction and must be approved by the Marine Bureau.

C. Rowboat or Yacht Tender: One rowboat or yacht tender owned by a permittee and regularly to be carried aboard a Permittee's vessel, when not aboard the Permittee's vessel, may be kept in the water adjacent to the permittee's vessel, if such location conforms to the Bureau's policy governing length of vessels. A rowboat or yacht tender shall not be placed or left on the dock.

D. Fenders, Dock Wheels and Telephone Lines: No Permittee shall install fender material, dock wheels, carpet or telephone lines on docks. Additional fenders of material as now installed, approved dock wheels or telephone line may be purchased by the Permittee provided that Maintenance and Development Bureau employees shall install such fenders, dock wheels or telephone lines. Upon installation, title to said fender, dock wheels or telephone lines shall vest in the City of Long Beach.

E. Pets: Pets are discouraged in Rainbow Harbor upon permittee's vessels. Dogs must be kept on leash in all public areas in the Rainbow Harbor.

Permittees and their guests are required to closely supervise their animals on these premises, and particularly on the ramps and docks, and pick up the waste in the interests of public safety and sanitation. All pets are prohibited in the boat owner and public rest rooms and showers.

F. Swimming: Swimming is not permitted in any of the Long Beach Rainbow Harbor.

G. Fishing: No person shall fish from the seawalls, docks or vessels within the Long Beach Rainbow Harbor. Fishing is permitted only from fishing piers outside Rainbow Harbor.

H. Vessel Maintenance: Major repair or reconstruction work shall not be performed in or at any dock in the Rainbow Harbor or other water areas within the limits of the City of Long Beach. Except for emergency repairs to keep a vessel afloat, no repair or other work on a vessel shall be performed before 8 a.m. nor after sunset. Permittees shall not place or permit others performing repairs or other work on a vessel to place tools or equipment in a manner so as to obstruct access to docks. Permittees may use portions of the docks or fingers for minor rigging and maintenance periods. No material of any type resulting

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from maintenance work shall be allowed to become airborne, to land on the dock, or to enter the waters of the Long Beach Rainbow Harbor. This includes but is not limited to sanding of paint and fiberglass and spray painting.

- I. Visitors: Visitors are not allowed on the docks in the Rainbow Harbor unless part of an organized event for a particular vessel on the dock, or unless invited by the Permittee. Children under ten years are not permitted on the docks within Rainbow Harbor without the immediate presence of their parents or other responsible adults.
- J. Signs: No person shall place, erect, or maintain any sign, display, or notice on any property (including water areas), structure, or improvement with the Long Beach Rainbow Harbor owned, operated, or controlled by the City without the prior written consent of the Manager. Any such sign, display, or notice may be removed or caused to be removed by the Manager at the expense of the person placing, erecting, or maintaining the same. Permittee may place one (1) sign on the exterior of a vessel under permit advertising the commercial venture, after receiving pre-approval in writing from the Marine Bureau. The Manager may direct the removal of any unauthorized sign, display, or notice. In the event the Permittee refuses to remove the sign, display, or notice as directed, such refusal shall constitute grounds for cancellation of the dock permit.
- K. Bicycles, Skates and Motorcycles: No person shall roller skate, roller blade, skateboard, ride bicycles or motorcycles on the docks within the Long Beach Rainbow Harbor.
- L. Movement of Vessels: Movement of vessels within the Long Beach Rainbow Harbor shall be for the purpose of entering or leaving a dock only.
- M. Unseaworthy Vessels: Permittees shall, upon request, demonstrate or allow inspection by Marine Bureau employees of vessels under permit for seaworthiness. Seaworthiness will be determined by, but not limited to the following:
 - Vessel shall operate under its own power.
 - Vessel shall have an operable electrical system.

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- Vessel shall not be in a state of deterioration or dilapidated.
- Vessel shall be watertight (minimal amount of water in bilge).
- Vessel shall be navigable.

Any vessel determined to be unseaworthy shall be posted with a notice to repair or remove from the dock. A copy of said notice shall be mailed to the dock permittee. If the permittee fails or refuses to repair or remove the vessel within ten (10) days of the posting and mailing of notice to the Permittee, the Manager may cancel the dock permit and move or cause to be removed and impounded such vessel at the Permittees' expense.

- N. No Sailing or Cruising Within Rainbow Harbor: The Rainbow Harbor shall be entered only for the purpose of berthing vessels and for embarking and disembarking passengers from the commercial docks.
- O. Length of Vessels Used for Dock Fee Determination: For the purpose of determining the applicable fee payable under these regulations, the overall length of vessel (LOA) shall mean the length of the vessel rounded upward to the next whole foot including all permanent and functional overhangs, but excluding outboard engines and out drives. Modifications to vessel affecting the LOA of a vessel shall be reported to the Marine Bureau in writing within five (5) days of making the modification. Any modification which results in an increase or decrease of the LOA of a vessel in excess of or less than permitted size of vessel will be grounds for cancellation of the berth or dock permit. Certain docks will be permitted only for the entire dock. On docks 2 through 6, the minimum dock fee shall be calculated upon a 50 foot linear length.
- P. Modifications to Docks: No Permittee shall install in or upon, nail to, modify or make any additions or changes to the City dock structures in the Long Rainbow Harbor. Any materials or structures attached to or located on the dock will be removed and repairs made all at the Permittee's sole cost and expense.

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- Q. **Vessel Hoists:** The use of vessel hoists supported/stabilized by attachment to the dock, or any apparatus capable of lifting a vessel from the water within the docks in the Harbor, is prohibited. Other non-stabilized/supported lifting apparatus must have prior approval from the Manager.
- R. **Cooking on Docks:** Cooking or barbecuing on the dock is prohibited unless prior written permission is obtain from the Marine Bureau Manager.
- S. **Information Updates:** Permittees will notify the Marine Bureau office in writing of any change of address or telephone number. The Bureau will not be responsible for lost or misdirected mail due to incorrect information.
- T. **Water Use:** Permittees shall obtain an automatic shut off type nozzle for the dock side water supply. Permittees are required to remove and store the hose after use to keep the dock neat and safe.
- U. **Boat Owner Restroom and Showers:** Only Permittees, their guests and authorized personnel are allowed in boat owner restrooms and showers. Customers of the commercial operations withing Rainbow Harbor and the surrounding commercial and rental area are not authorized to use the boat owner restroom and showers.
- V. **Vessel Heads:** No person aboard a vessel in the Long Beach Rainbow Harbor shall use the toilet facilities aboard such vessel, unless the vessel has an approved holding tank. No discharge into the waters of the Rainbow Harbor from toilet facilities shall be allowed under any circumstances. The Manager may order that the Permittee post notices, seal the toilet facilities and place dye tablets in holding tanks.
- W. **Mail Service:** Mail boxes and legal permanent address are available to the permittees of Rainbow Harbor, except for individual boat owners/permittees that are a sub-portion of the used boat sales operation of Rainbow Harbor.

**V. LAWS, ORDINANCE, RULES AND REGULATIONS ENFORCE-
ABLE BY DESIGNATED MARINE BUREAU EMPLOYEES**

A. It shall be the duty of those Marine Bureau employees listed in Section 16.08.340A. of the L.B.M.C. to enforce the following laws, ordinances, rules and regulations.

1. California Harbors and Navigation Code Sections 300, 301, 305, 307, 308, 505.5, 522, 654.05(a), 654.05(b), 654.05(c), 654.05(d), 654.06(a), 654.06(b), 654.06(c), 655.2, 658(a), 658(b), 658(d), 658(e), 658.7, 674, 708(a), 761, 773.3 and 780.
2. California Code of Regulation Title 13, Section 300.08(c), Title 14, Sections 700, 6550.5(d), 6555, 6565.5(a), 6565.5(b), 6565.5(c), 6565.7, 6565.7(a), 6565.7(b), 6565.8(a), 6565.8(b), 6565.8(c), 6566.3(c), 6566.3(d), 6569, 6572, 6573, 6574, 6575, 6600.1, 6615, 6629(b), 7003, 7008(c), 7008(d), 7009(c), 7009(d), 7504(a).
3. California Vehicle Code Sections 5204.A, 9845, 9850, 9853.2, 9853.3, 9853.4, 9864, 9865, 9866, 9871, 9872, 9872.1, 12500, 21113(a), 21116(a), 21464(a), 21464(b), 22500(a), 22500(b), 22500(c), 22500(e), 22500(f), 22500(g), 22500(h), 22500(I), 22500(k), 22500.1, 22502.A, 22507.8, 22516, 22651, 38320(a), and 38320(b).
4. Long Beach Municipal Code Sections: SEE Book
5. California Penal Code Sections 148, 314, 374, 409.5, 415, 417, 428, 484, 488, 499(b), 537(e), 594, 602, 647.
6. California Code of Federal Regulation, Title 33, Part 81, Rule 2; Part 81, Rule Part. 81, Rule 6; Part 81, Rule Part. 81, Rule Part. 81, Rule Part. 81, Rule 15; Part 81, Rule 20; Part 81, Rule 27; Part 81, Rule Part. 81, Rule Part. 81, Rule 34; Part 81, Rule 35; Part 87, Annex IV, Section 87.3; and Part 88, Annex V, Section 88.05.

B. It shall be the duty of those Marine Bureau employees holding or temporarily performing the duties of the classified non-career positions of Marina Agent or Security Officer to enforce the following laws and ordinance:

1. California Vehicle Code Section 21113(a).

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2. L.B.M.C. Sections 10.30.020, 10.30.060, 10.30.070, 10.30.080, 10.30.090, 10.30.100, 10.30.110, 10.30.120 A, 10.30.120 B., and 16.16.100.

C. In enforcing the laws, ordinance, rules and regulations enumerated in Section A above, those Marine Bureau employees listed in Section 16.08.340A of the L.B.M.C. shall have the authority:

1. To board and inspect a vessel within the water areas within the limits of the City of Long Beach for compliance with federal, state, and local safety laws, rules and/or regulations; and
2. To order the operator of any unsafe vessel to remove such vessel to shore or to a safe moorage or anchorage under the conditions set forth in Title 14 of the California Code of Regulations.

LONG BEACH RAINBOW HARBOR ENVIRONMENTAL POLICIES

1. All self employed boat workers and independent contractors must register with, and receive approval from, the Manager of the Marine Bureau. Owners may undertake boat projects as needed to maintain the safety, appearance and utility of the vessel. The Manager of the Marine Bureau must review new or substantial exterior work, encompassing more than ten percent of the hull, deck or superstructure surface.
2. All vessel owners, crews, guests and vendors are to adhere to the following Best Management Practices.

ENGINES AND BILGES

- Use absorbent bilge pads to soak up oil and fuel.
- Recycle oil and diesel properly.
- Dispose of gasoline properly.
- Dispose of filters properly.
- Do not dispose of any fuels or used oil in the proper dumpster.
- Contact management for nearest recycling locations.

PAINTING AND VARNISHING

- Limit the amount of open solvents or paints on the docks to one gallon.
- Always mix paints and epoxy over a tarp.
- Always use a drip pan or drop cloth.
- Spray painting is not allowed within the Rainbow Harbor.
- Use up remaining bits or paint by spreading on an old board.
- Do not dispose of paint or solvents in the Rainbow Harbor or other marina dumpsters.

SURFACE PREPARATION

- Use biodegradable cleaner and teak cleaner.
- Liberally use tarps to capture all scraping, debris and drips.
- Stretch tarps between side of boat and dock when working over the water.
- Vacuum dust and debris every time you move the tarp or every hour.
- Reverse the boat in the slip to work on the far side.

SEWAGE

- Untreated sewage should never be discharged directly overboard.
- Store Sewage in holding tanks and dispose of properly at pumpout stations.
- Contact management for the phone numbers of commercial pumpout services.
- Ensure MSD Type I systems work properly and discharge only in deep sea areas when underway.
- Do not discharge any Type I sewage while moored in Rainbow Harbor.
- Use shore or dock-side pump out facilities after every trip, or as often as possible.

SOLID WASTE DISPOSAL

- Dispose of all garbage in proper shore-side receptacles.
- Allow empty cans to dry thoroughly before disposing in trash.
- Recycle plastic, glass, newspapers and aluminum.

CHEMICAL STORAGE

- Purchase only the amount of chemicals/paints needed for the project.
- Review storage of paints and solvents every six months, and properly dispose of old or unnecessary products.
- Do not store more than three gallons, total of paint and solvents on any storage or locker within the Rainbow Harbor.

Auditor JUL 31 2001

Sara Kelly

Accountant JUL 31 2001

Bob Catlett

27350

MICROFILMED

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PERMIT

27350

Pursuant to the provisions of Section 16-08.920 of the Long Beach Municipal Code and a minute order adopted by the City Council of the City of Long Beach, at its June 5, 2001 meeting, the CITY OF LONG BEACH ("City") hereby grants permission to BILL BARKER, an individual, d.b.a. GRAND ROMANCE RIVERBOAT, ("Permittee") to use and occupy portions of the docks, the slips and end ties in the Rainbow Harbor as determined by the Marine Bureau of the City's Department of Parks, Recreation and Marine ("Permit Area").

1. PERMIT AREA: The Permit Area shall be that area shown in Exhibit "D". The Permit Area shall be subject to change at the discretion of the Manager of the Marine Bureau of the Department of Parks, Recreation and Marine or his or her designee ("Manager of the Marine Bureau") on thirty day written notice, or in accordance with Rainbow Harbor Rules and Regulations.

2. USES: Permittee warrants that it will keep its vessel(s) in use for the uses described below on a near continuous basis during business hours agreed between the Permittee and the City Manager or his or her designee ("Manager").

A. The Permit Area and the improvements thereof shall be used for the purpose of berthing Permittee's vessel(s) and for embarking and disembarking passengers in connection with harbor cruises, dinner/brunch cruises and sightseeing, except as referenced in subparagraph 2.D. below.

B. No use not specifically permitted by this

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1 section shall be allowed without the written permission
2 of the Manager.

3 C. Permittee shall not be in breach of this
4 warranty if the Permit Area fails to be in continuous use
5 no more than forty-five (45) days in a calendar year, no
6 more than thirty (30) of which shall be consecutive
7 without the permission of the Manager of the Marine
8 Bureau.

9 D. Permittee shall not operate scuba-diving charters
10 and sportfishing charters within the limits of the City
11 of Long Beach.

12 2.1. Delivery and Loading.

13 Permittee, its subpermittees, concessionaires or other
14 person or entity operating under a contract with Permittee or
15 on behalf of Permittee delivering, loading or unloading goods,
16 services or merchandise to the Permit Area shall use the Pine
17 Avenue Circle or the Shoreline Park parking lot for access.
18 Permittee shall instruct all parties delivering, loading or
19 unloading goods, services or merchandise to use hand trucks or
20 cushion type carts with inflatable tires. No trucks or vans
21 shall be allowed within the Permit Area or Rainbow Harbor.

22 2.1.1. Delivery and Loading Hours.

23 Delivery, loading and unloading shall be limited to the
24 hours from midnight until 9:00 a.m., seven (7) days a week.
25 Permittee shall contact the Manager of the Marine Bureau to
26 coordinate deliveries outside of the hours defined.

27 2.2. Rainbow Harbor Rules and Regulations.

28 Permittee shall comply with the Rainbow Harbor Rules and

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1 Regulations of the City of Long Beach whether known by that or
2 some other name or names.

3 2.3. Customer Satisfaction. Permittee shall make
4 available customer satisfaction evaluation surveys to all
5 customers.

6 3. TERM: The term of this Permit shall be for three (3)
7 years commencing on the Effective Payment Date, as that date is
8 defined in subparagraph 4.3 below. Notwithstanding the foregoing,
9 either party may, with reasonable cause, terminate this Permit at
10 any time upon sixty (60) days' written notice to the other party.
11 Upon termination of this Permit (whether by lapse of time or
12 otherwise), Permittee shall quit and surrender possession of the
13 Permit Area and remove its personal property therefrom. The term
14 of this permit may be renewed for one, two-year period, upon the
15 mutual agreement in writing by the City Manager of the City of Long
16 Beach and Permittee, provided that:

17 A. at least ninety (90) days before the expiration of the
18 initial term, Permittee gives written notice of its desire to
19 so extend the term, and is not in default of any of the terms
20 and conditions of this Permit.

21 B. During the extended term all other terms and
22 conditions of this Permit shall continue in full force and
23 effect.

24 4. COMPENSATION:

25 4.1. Dock Fee. Permittee shall pay to the City for the
26 use of the Permit Area \$12.00 per lineal foot, or other fee
27 subsequently adopted by the City Council of the City of Long
28 Beach, occupied and/or reserved by Permittee for any time such

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1 slip or end tie is so used. Permittee shall not have any
2 right of deduction, set off, prior notice or demand.

3 4.2. Permit Fee. Permittee shall pay to the City
4 percentage fees in the amount of five percent (5%) of
5 Permittee's "gross receipts" (as that term is defined in
6 subparagraph 4.5 below) on the twentieth (20th) day of each
7 month following each and every month in which gross receipts
8 are received whether received by Permittee, its subpermittees,
9 concessionaires or other person or entity operating under a
10 contract with Permittee from all permitted concessions,
11 operations and activities. Permittee shall not have any right
12 of deduction, set off, prior notice or demand.

13 4.3. Effective Payment Date. Effective May 1, 2001
14 Permittee shall begin payment of all fees.

15 4.4. Charge for Late Permit Fee Payment. If Permit Fee
16 payment is not received on the twentieth (20th) day following
17 the preceding month, a late fee will be assessed. The late
18 fee shall be 5% or \$50, whichever is greater.

19 4.5. Gross Receipts. "Gross receipts" as used herein
20 shall include the following:

21 A. The gross selling price of all boat tickets or
22 other charges for the use of or passage aboard any
23 Permittee authorized vessel that docks or ties up at the
24 Permit Area.

25 B. The gross selling price for all food, beverages,
26 and other merchandise or services sold or delivered by
27 Permittee, its permitted licensees, concessionaires, and
28 persons, firms, or corporations aboard said vessels.

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1 C. Gross receipts shall include sales for cash,
2 credit, or services whether collected or not. Gross
3 receipts shall not include, or if included shall be
4 deducted (but only to the extent they have been
5 included), any sales and use taxes, transportation
6 taxes, excise taxes, franchise taxes, and other similar
7 taxes now or in the future imposed on the sale of
8 tickets, food, beverages, merchandise, or services, but
9 only if such taxes are added to the selling price,
10 separately stated, collected separately from the selling
11 price and collected from customers. Gross receipts shall
12 not include any value imputed to charitable charters
13 (i.e., any charter in which Permittee does not collect a
14 fee or reimbursement for expenses).

15 4.6. Statement of Gross Receipts.

16 A. Permittee shall prepare and deliver or cause
17 to be prepared and delivered to the City at:

18 Department of Parks, Recreation and Marine

19 2760 Studebaker Road

20 Long Beach, CA 90815-1697

21 Attention: Accounting Section

22 within twenty (20) days after the end of each month during
23 the term of this permit or extension thereof, a financial
24 statement showing in reasonable detail Permittee's gross
25 receipts for the preceding calendar month or partial
26 calendar month and a computation of the percentage fee
27 provided for herein.

28 B. Permittee shall within thirty (30) days of each

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1 calendar year deliver to the City, at the address set
2 forth in subparagraph 4.6.A. above, a statement showing
3 gross receipts of the preceding calendar year or partial
4 calendar year. Such statement shall be prepared and
5 delivered to City in accordance with generally accepted
6 accounting practices containing a statement of gross
7 receipts and a computation of percentage of gross
8 receipts.

9 C. Each statement shall be signed and certified to
10 be correct by an officer of Permittee.

11 4.7. Deficiency. If there is a deficiency in the payment
12 of rent due to City, the deficiency shall become immediately
13 due and payable together with interest thereon at the rate of
14 ten percent (10%) per annum from the date of City's demand for
15 payment of the deficiency.

16 5. FEES AND CHARGES: All fees and charges associated with the
17 permitted concessions, operations and activities and any changes to
18 fee schedules shall be subject to the prior written approval of the
19 Manager.

20 6. AUDIT: The City shall be entitled during the initial term
21 or any extension thereof and within two (2) years after the
22 expiration or termination of this Permit to inspect, examine, and
23 audit all Permittee's books of account, records, cash receipts, and
24 other pertinent data so City can ascertain Permittee's gross
25 receipts. Permittee shall cooperate fully with City in making any
26 such inspection, examination, and audit. The inspection,
27 examination, or audit shall be conducted during usual business
28 hours. If an audit shows that there is a deficiency in the payment

1 of any sum due the City, the deficiency shall become immediately due
2 and payable. The costs of the audit shall be paid by the City
3 unless the audit shows that Permittee understated gross receipts by
4 more than three percent (3%), in which case Permittee shall pay all
5 City's costs of the audit. If it is determined by an audit that
6 there is an overpayment of percentage fees, a refund shall become
7 due from the City.

8 7. BOOKS OF ACCOUNT AND RECORDS:

9 A. Permittee shall keep, within the City of Long Beach,
10 complete and accurate books of account, records, cash receipts,
11 and other pertinent data showing all gross receipts, all in
12 accordance with generally accepted accounting principles.

13 B. Permittee shall install and maintain accurate receipt
14 printing cash registers or computer systems and shall record on
15 the cash registers or computer systems every sale of
16 merchandise and services or other transactions at the time of
17 the transaction on either a cash register having a sealed,
18 continuous cash register tape with cumulative totals that
19 numbers, records and duplicates each transaction entered into
20 the register, or serially numbered sales slips.

21 If Permittee chooses to record each sale by using a cash
22 register, the continuous cash register tape will be sealed or
23 locked in such a manner that it is not accessible to the person
24 operating the cash register.

25 If Permittee chooses to record each sale by using a
26 computer system, the computer generated receipts shall be
27 retained in chronological order (including those canceled,
28 voided or not used) for three (3) years.

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1 If Permittee chooses to record each sale on individual
2 slips, the sales slips (including those canceled, voided, or
3 not used) will be retained in numerical sequence for three (3)
4 years.

5 C. For the purpose of ascertaining the number of Rainbow
6 Harbor passengers, Permittee will submit monthly, in writing,
7 vessel schedules, including the name of the boat, and the
8 passenger counts with the gross receipts statements to the
9 Accounting Section of the Department of Parks, Recreation and
10 Marine at the following address:

11 Department of Parks, Recreation and Marine
12 2760 Studebaker Road
13 Long Beach, CA 90815-1697
14 Attention: Accounting Section

15 D. Permittee, will prepare or cause to be prepared,
16 preserve, and maintain, for a period of not less than three (3)
17 years these books, accounts and records:

18 1. daily cash register summary tapes and sealed,
19 continuous cash register tapes or prenumbered sales slips
20 or computer transaction receipts on transaction summary
21 reports;

22 2. a single, separate bank account into which all
23 receipts of business or other revenue from operations on
24 or from the Permit Area are deposited;

25 3. all bank statements detailing transactions in or
26 through any business bank account;

27 4. daily or weekly sales capitulations;

28 5. a general ledger or a summary record of all cash

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1 receipts and disbursements from operations on or from the
2 Permit Area;

3 6. copies of all tax returns filed with any
4 governmental authority that reflect in any manner sales,
5 income, or revenue generated in or from the Permitted
6 Premises, including, but not limited to, federal
7 income tax returns and state sales or use tax returns;

8 7. daily vessel schedules, including the name(s) and
9 identification number(s) of the boat(s), and passenger
10 counts;

11 8. other records or accounts that City may reasonably
12 require in order to ascertain, document, or substantiate
13 gross receipts.

14 E. Permittee shall keep within the City of Long Beach all
15 of the books, records, and other documents in the manner
16 recited in this paragraph, and will make said books, records
17 and documents available for inspection, examination, or audit
18 by City or City's designated representative upon giving
19 Permittee five (5) days' prior notice of City's intention to
20 exercise its rights under this paragraph. In connection with
21 an examination of audit, City will have the right to inspect
22 the records of sales from any other store operated by
23 Permittee, but only if the examination is reasonably necessary
24 to ascertain gross sales from the Permit Area. If upon
25 inspection or examination of Permittee's available books and
26 records of account, City determines that Permittee has failed
27 to maintain, preserve, or retain the documents, books, and
28 records that this Permit requires Permittee to maintain in the

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1 manner set forth in this paragraph, City will give the
2 Permittee sixty (60) days to cure the deficiencies. Further,
3 if Permittee is found to be deficient in maintaining any of
4 documents, books, or records, Permittee will reimburse City for
5 all reasonable expenses incurred by City in determining the
6 deficiencies, including without limitation any audit or
7 examination fees.

8 F. The receipt by City of any statement or any payment
9 of compensation for any period shall not bind City as to the
10 correctness of the statement or payment.

11 8. IMPROVEMENTS: Permittee shall not install, erect, or
12 construct any building, improvement, or structure on the Permit Area
13 nor alter the same without the prior written approval of the
14 Manager. In the event Permittee, with the prior written approval of
15 the Manager, shall make any improvement to the structures within the
16 Permit Area, title to any such improvement shall vest in the City.

17 Any approval shall be subject to conditions as may be required
18 for such improvements and imposed by the Manager.

19 9. ADVERTISING:

20 9.1. Advertising Signs. Permittee, at its cost, may
21 place or erect and maintain signs on the Permit Area, provided
22 that Permittee obtains prior written approval from the
23 Department of Parks, Recreation and Marine. Further,
24 Permittee's sign shall be in compliance with City's sign
25 ordinance and conditions of the Department of Parks, Recreation
26 and Marine.

27 9.2. Advertising Budget. Within thirty (30) days after
28 the commencement date of the term of this Permit, and within

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thirty (30) days after the end of each calendar year during the term of this Permit, Permittee shall submit to the Manager a written budget describing in reasonable detail proposed expenditures for advertising, publicity and promotion (including direct expenses for salaries associated therewith) proposed to be made during the calendar year. Beginning in year 2, the budget shall not be less than one percent (1%) of Permittee's gross sales for previous calendar year. Permittee shall submit to the Manager upon demand a detailed statement of expenditures made by it to advertise, publicize and promote the permitted concession, operations and activities. In the event Permittee fails or refuses to comply with the provisions of this paragraph, such failure or refusal shall be deemed a material breach and the City may terminate this Permit upon fifteen (15) days written notice Permittee.

10. UTILITIES: Permittee, at its cost, shall promptly pay or cause to be paid all utility fees, costs and charges resulting from such use or assessments for utilities levied against the Permit Area for any period during the term of this Permit. If Permittee requires utilities which are beyond the capacity provided, Permittee shall coordinate and submit request for additional services through the Manager of the Marine Bureau.

11. TRASH REMOVAL AND DISPOSAL: The City shall provide, for Permittee, trash bins in an enclosed area at the end of each dock for trash disposal except the floating docks located at Pierpoint Landing. Trash from Permittee's operation shall be disposed of in the trash bins located in the enclosed areas at the end of the dock for collection by the Parks Bureau of the Department of Parks,

1 Recreation and Marine. The Parks Bureau shall perform collection
2 services from the water and the collection schedule shall be
3 according to demand. The City shall have the right to modify or
4 change the trash removal operation and Permittee agrees to accept
5 and comply with such modifications or changes.

6 12. MAINTENANCE AND REPAIR: The City shall maintain the
7 Permit Area and the improvements thereon in good condition and
8 repair, reasonable wear and tear excepted. Permittee understands
9 that the water area within the Rainbow Harbor area is subject to
10 collection of debris from the Los Angeles River runoff. Neither the
11 City nor its officers or employees shall be liable and Permittee
12 waives all claims for damage to its vessels or its business
13 resulting from the condition of the water within the Rainbow Harbor
14 area. Permittee's vessels and their gear and Permittee's property
15 thereon shall be at the Permit Area at Permittee's risk and the
16 City shall not be liable for damage thereto or theft or
17 appropriation thereof.

18 13. DAMAGE OR DESTRUCTION OF IMPROVEMENTS:

19 13.1. Responsibility for Repair. If any building or
20 improvement at any time on the Permit Area shall be damaged or
21 destroyed by any cause whatsoever during the Permit term,
22 Permittee shall, with reasonable promptness, report the damage
23 to the City. The City shall have responsibility to make
24 repairs to replace the same, to at least the condition existing
25 immediately prior to such damage or destruction. The Permittee
26 shall be responsible for reimbursing the City for the pro rata
27 share of expenses incurred to repair or replace the damage or
28 destruction to the Permit Area to the extent contributed to by

1 the act or omission of Permittee, its employees or agents
2 Permittee shall be responsible for reimbursing the City even
3 though the proceeds of any insurance policies covering the loss
4 ("Insurance Proceeds") shall be insufficient to reimburse
5 Permittee therefor; provided, however, that if such proceeds of
6 insurance are more than sufficient to pay the cost of any such
7 rebuilding, Permittee shall be entitled to receive any surplus.
8 City at its discretion may authorize Permittee to make
9 repairs to replace the same to at least the condition existing
10 immediately prior to such damage or destruction. Such
11 authorization shall be in writing.

12 13.2. Insurance Proceeds. Insurance Proceeds shall be
13 held by an Insurance Trustee mutually agreed to by the parties,
14 but shall be paid to the Permittee or as Permittee may direct
15 from time to time as the restoration of the Permit Area
16 progresses, to pay or reimburse City for the cost of such
17 restoration upon the written request of City accompanied by
18 evidence satisfactory to the Insurance Trustee that:

19 A. an amount equal to the amount requested is then due
20 and payable or has been paid and is properly a part of
21 such cost of restoration;

22 B. that the net Insurance Proceeds not yet advanced will
23 be sufficient for the completion of the restoration.

24 If at any time during the period of restoration and/or
25 reconstruction the City shall determine that the Insurance
26 Proceeds are insufficient to cause such restoration, then
27 upon delivery of written notice thereof and specifying the
28 deficit Permittee shall deposit in trust with the Insurance

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1 Trustee such additional sums as may be required to complete the
2 restoration of the Permit Area. Upon receipt by the Insurance
3 Trustee of evidence satisfactory to it that:

4 A. the restoration of the Permit Area has been
5 completed;

6 B. the cost thereof has been paid in full; and

7 C. there are no mechanic's or similar liens for labor
8 or materials supplied in connection therewith, the balance, if
9 any, of such Insurance Proceeds shall be paid to Permittee or
10 as the Permittee may direct.

11 13.3. Procedure for Restoration of Improvements. Following
12 damage to all or any portion of the Permit Area, Permittee
13 shall reimburse the City for restoration of the Permit Area
14 and/or the improvements thereon, whether or not insurance
15 proceeds are sufficient to do so.

16 13.4 No Termination. Except as otherwise expressly agreed
17 to in writing by the parties hereto, no destruction of or
18 damage to the Permit Area, improvements thereon or any part
19 thereof, whether such damage or destruction be partial or total
20 or whether such damage or destruction shall have been covered
21 by insurance or not, shall entitle or permit either City or
22 Permittee to surrender or terminate this Permit or relieve
23 Permittee from liability to pay in full the fee payable by
24 Permittee hereunder. Permittee hereby waives any rights now or
25 hereafter conferred upon it by statute or other law to
26 surrender this Permit or to quit or surrender the Permit Area
27 or any part thereof, or to receive any suspension, diminution,
28 abatement or reduction of fees or other sums and charges

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1 payable to Permittee hereunder on account of any such
2 destruction or damage.

3 14. INSURANCE: Concurrent with the execution of this Permit
4 and in partial performance of Permittee's obligations hereunder,
5 Permittee shall procure and maintain at Permittee's expense for the
6 duration of this Permit, including any extensions, renewals, or
7 holding over thereof, the following insurance coverages from
8 insurance companies that are admitted to write insurance in the
9 State of California or from authorized nonadmitted insurers that
10 have ratings of or equivalent to an A:VIII by A.M. Best and Company:

11 A. Commercial General Liability insurance
12 (equivalent in coverage scope to ISO form CG 00 01 11 85
13 or 11 88) in an amount not less than One Million Dollars
14 (\$1,000,000) combined single limit per occurrence and
15 covering the Permittee's operations under or in connection
16 with this Permit. If the policy contains a general
17 aggregate, the general aggregate shall be in an amount not
18 less than Two Million Dollars (\$2,000,000). Such
19 insurance shall include, as may be applicable to
20 Permittee's operations under or in connection with this
21 Permit, broad form contractual liability, products and
22 completed operations liability and liquor liability. The
23 City of Long Beach, its officials, employees and agents
24 shall be added as additional insureds by endorsement
25 (equivalent in coverage scope to ISO form CG 20 26 11 85).
26 This insurance shall contain no special limitations on the
27 scope of protection afforded to the City, its officials,
28 employees and agents, and shall provide cross-liability

1 protection.

2 B. Protection and Indemnity including, as may be
3 applicable to Permittee's operations under or in
4 connection with this Permit, injury to passengers, damage
5 to piers, docks and pilings and property on piers and
6 docks, wreck removal, and collision liability in an amount
7 not less than One Million Dollars (\$1,000,000) per
8 occurrence for each vessel operating under this Permit.
9 If the policy contains a general aggregate, the general
10 aggregate shall be in an amount not less than Two Million
11 Dollars (\$2,000,000). The City of Long Beach, its
12 officials, employees and agents shall be added as
13 additional insureds by endorsement. This insurance shall
14 contain no special limitations on the scope of protection
15 afforded to the City, its officials, employees, and
16 agents, and shall provide cross-liability protection.

17 C. Workers' Compensation as required by the State
18 of California endorsed, as applicable, to include United
19 States Longshoremen and Harbor Workers' Compensation Act
20 coverage and Jones' Act coverage and Employer's Liability
21 insurance with minimum limits of One Million Dollars
22 (\$1,000,000).

23 Any self-insurance program or self-insured retention must be
24 approved separately in writing by City and shall protect the City of
25 Long Beach, its officials, employees, and agents in the same manner
26 and to the same extent as they would have been protected had the
27 policy or policies not contained retention provisions.

28 Each insurance policy shall be endorsed to state that coverage

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1 shall not be suspended, voided, materially changed, or canceled by
2 either party except after thirty (30) days prior written notice to
3 City, and shall be primary to City. Any insurance or self-insurance
4 maintained by City shall be excess to and shall not contribute to
5 insurance or self-insurance maintained by Permittee.

6 Permittee shall deliver to City certificates of insurance and
7 the required endorsements for approval as to sufficiency and form
8 prior to commencement of this Permit. The certificates and
9 endorsements for each insurance policy shall contain the original
10 signature of a person authorized by that insurer to bind coverage on
11 its behalf. Permittee shall, at least thirty (30) days prior to
12 expiration of such policies, furnish City with evidence of renewals.
13 City reserves the right to require complete certified copies of all
14 said policies at any time.

15 Such insurance as required herein shall not be deemed to limit
16 Permittee's liability relating to performance under this Permit.
17 The procuring of insurance shall not be construed as a limitation on
18 liability or as full performance of the indemnification and hold
19 harmless provisions of this Permit. Permittee understands and
20 agrees that, notwithstanding any insurance, Permittee's obligation
21 to defend, indemnify, and hold City, its officials, agents, and
22 employees harmless hereunder is for the full and total amount of any
23 damage, injuries, loss, expense, costs, or liabilities caused by or
24 in any manner connected with the operations of Permittee.

25 Not more frequently than every three (3) years, if in the
26 opinion of City the amount of the foregoing insurance coverages is
27 not adequate, Permittee shall amend the insurance coverage as
28 required by City's Risk Manager or designee.

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1 Any modification or waiver of the insurance requirements herein
2 shall be made only with the written approval of the City's Risk
3 Manager or designee.

4 15. INDEMNIFICATION:

5 15.1. General Indemnity. Permittee shall defend and
6 indemnify the City of Long Beach and its officers and employees
7 while acting within the scope of their duties from and against
8 any and all actions, suits, proceedings, claims and demands,
9 costs (including attorneys' fees and court costs), expense and
10 liability of any kind or nature whatsoever ("claims") for
11 injury to or death of persons or damage to property (including
12 property owned by or under the control of the City) which may
13 be brought, made, filed against, imposed upon or sustained by
14 the City, its officers or employees based upon or arising out
15 of:

16 A. An act or omission of Permittee, its officers,
17 agents, employees, contractors, licensees or invitees or of any
18 person entering upon the Permit Area with the express or
19 implied invitation of Permittee;

20 B. A violation by Permittee, its officers, agents,
21 employees, contractors, licensees or invitees or of any other
22 person entering upon the Permit Area with the express or
23 implied invitation of Permittee of any law ordinance or
24 governmental order of any kind;

25 C. The use or occupancy of the Permit Area by Permittee,
26 its officers, agents, employees, contractors, licensees or
27 invitees or of any other person entering upon the Permit Area
28 with the express or implied invitation of Permittee.

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1 This indemnity shall not include claims based upon or
2 arising out of the sole negligence, gross negligence, or
3 willful misconduct of the City, its officers and employees.
4 Further, this indemnity shall not require payment of a claim by
5 the City or its officers or employees as a condition precedent
6 to the recovery under the same.

7 This indemnification provision supplements and in no way
8 limits the scope of the indemnifications set out in
9 subparagraph 15.2 below. The indemnity obligation of Permittee
10 under this paragraph shall survive the expiration or
11 termination, for any reason, of this Permit.

12 15.2. Environmental Release and Indemnification.

13 Permittee hereby agrees to hold harmless, defend and indemnify
14 the City and its employees, members and officials from and
15 against all liability, loss, damage, costs, penalties, fines
16 and/or expenses (including attorneys' fees and court costs)
17 arising out of or in any way connected with or the activities,
18 acts or omissions of Permittee, its permittees, employees,
19 contractors or agents on or affecting the Permit Area without
20 regard to fault or negligence including but not limited to the
21 release of any hazardous materials into the air, soil,
22 groundwater or surface water on, in, under or from the Permit
23 Area whether such condition, liability, loss, damage, cost,
24 penalty, fine and/or expense shall accrue or be discovered
25 before or after termination of this Permit. This
26 indemnification supplements and in no way limits the scope of
27 the indemnification set forth in paragraph 15.1. above.

28 In addition, Permittee waives, releases, acquits and

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1 forever discharges City, its employees, members and officials
2 or any other person acting on behalf of City, of and from any
3 and all claims, actions, causes of action, demands, rights,
4 damages, costs, expenses, or compensation (collectively
5 "claims") whatsoever (including, but not limited to, all claims
6 at common law and/or under any federal, state or local
7 environmental, health and/or safety-related law, rule,
8 regulation or order, currently existing and as amended or
9 enacted in the future ("Environmental Law"), whether direct or
10 indirect, known or unknown, foreseen or unforeseen, which
11 Permittee now has or may have or which may arise in the future
12 on account of or in any way growing out of or in connection
13 with any hazardous materials on, under from, or affecting the
14 Permit Area, or any law or regulation applicable thereto.
15 Permittee acknowledges that it is familiar with Section 1542 of
16 the California Civil Code which reads: "A general
17 release does not extend to claims which the creditor does not
18 know or suspect to exist in his favor at the time of executing
19 the release, which if known by him must have materially
20 affected his settlement with the debtor."; and hereby releases
21 the Permittee from any unknown claims and waives all rights it
22 may have under Section 1542 of the Civil Code or under any
23 other statute or common law principle of similar effect.

24 15.2.1. Exclusions.

25 A. Contamination on, beneath, or abutting the
26 Permit Area which existed prior to the initial
27 commencement date of the Permit.

28 B. Contamination which has emanated or emanates

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1 from a location off site the Permit Area and which
2 has trespassed onto, underneath or across the Permit
3 Area.

4 C. Contamination which is unrelated to
5 Permittee's use, occupancy of Permittee's
6 subpermittees, invitees, or guests, on the Permit
7 Area.

8 D. Permittee need not indemnify City for
9 activities carried on or around the Permit Area by
10 City as part of occasional use of the Permit Area by
11 City or its other permittees, licensees, or the like
12 or actions of the public who have not been permitted
13 or solicited by Permittee.

14 15.3. Definition. "Hazardous material" means any
15 substance:

16 A. the presence of which requires investigation or
17 remediation under any federal, state or local statute,
18 regulation, ordinance, order, action, policy or common
19 law; or

20 B. which is or becomes defined as a "hazardous
21 waste," "hazardous substance," pollutant or contaminant
22 under any federal, state or local statute, regulation,
23 rule or ordinance or amendments thereto including, without
24 limitation, the Comprehensive Environmental Response,
25 Compensation and Liability Act (42 U.S.C. section 9601 et
26 seq.) and/or the Resource Conservation and Recovery Act
27 (42 U.S. C. Section 6901 et seq.); or

28 C. which is toxic, explosive, corrosive, flammable,

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1 infectious, radioactive, carcinogenic, mutagenic, or
2 otherwise hazardous and is or becomes regulated by
3 governmental authority, agency, department, commission,
4 board, agency or instrumentality of the United States,
5 the State of California or any political subdivision
6 thereof; or

7 D. the presence of which on the Permit Area causes
8 or threatens to cause a nuisance upon the Permit Area or
9 to adjacent properties or poses or threatens to pose a
10 hazard to the health or safety of persons on or about the
11 Permit Area; or

12 E. the presence of which on adjacent properties
13 could constitute a trespass by Permittee; or
14 polychlorinated bipheynols (PCBs), asbestos or urea
15 formaldehyde foam insulation.

16 15.4 City's Indemnification of Permittee. The City shall
17 defend and indemnify Permittee and its officers, directors,
18 shareholders and employees from and against any and all
19 actions, suits, proceedings, claims and demands, costs
20 (including attorneys' fees and court costs), expense and
21 liability of any kind or nature whatsoever for injury to or
22 death of persons or damage to property (including the Permit
23 Area) which may be brought, made, filed against, imposed upon
24 or sustained by Permittee and its officers, directors,
25 shareholders and employees based upon or arising out of the use
26 of the Permit Area for any City purpose (as provided in
27 paragraph 2.C.) by persons authorized by the City (including
28 City employees) to use the Permit Area, including said persons'

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1 employees and guests (but excluding Permittee and its officers
2 directors, shareholders, employees and guests).

3 16. FORCE MAJEURE: City and Permittee shall not be deemed to
4 be in default in the performance of the terms, covenants or
5 conditions of this Agreement if either party is prevented from
6 performing said terms, covenants or conditions by causes beyond its
7 control, including, without limitation, acts of God or the public
8 enemy; failures due to nonperformance or delay of performance by
9 suppliers or contractors; any order, directive or other interference
10 by municipal, state, federal or other governmental official or
11 agency; any catastrophe resulting from the elements, flood, fire,
12 explosion, or any other cause reasonably beyond the control of a
13 party, but excluding strikes or other labor disputes, lockouts, work
14 stoppages or financial inability.

15 17. VESSELS: Permittee agrees, with respect to its operation
16 of charter cruises and its use of the Permit Area, Permittee shall
17 at all times comply with the Rainbow Harbor Rules and Regulations of
18 the City of Long Beach, including other conditions herein:

19 A. Permittee shall submit weekly, in writing, daily
20 vessel schedules, including the name(s) and identification
21 number(s) of the boat(s), and passenger counts. The schedules
22 shall be submitted by the Friday of the preceding week.
23 Permittee may amend the reported information to make changes to
24 or correct information pursuant to the vessel schedule, boat
25 name or identification number and passenger count. Permittee
26 must give the Manager of the Marine Bureau prior written
27 notification of any changes.

28 B. Permittee, at its cost, shall maintain each of its

1 vessels in good, seaworthy condition. At all times, if any
2 condition is discovered affecting the safety of the vessel or
3 its seaworthiness, that vessel shall be immediately withdrawn
4 from service and all necessary repairs promptly commenced.

5 Permittee's vessels shall be attractive in design and shall
6 at all times be maintained in a neat and clean condition free
7 from deteriorations. To maintain an attractive appearance at
8 all times, Permittee, at its cost, shall cause its vessels to
9 have all gear stored and to be regularly painted. No rips,
10 tears or missing pieces or excessive fading shall be permitted.

11 18. LICENSE AND CERTIFICATION: Permittee shall not permit any
12 person charged with the responsibility of operating any of its
13 vessels providing dinner, harbor or charter cruises to do so unless
14 and until that person is qualified and duly licensed to operate and
15 in compliance with the U.S. Coast Guard regulations, the vessel or
16 vessels to which that person is assigned. Permittee shall deliver
17 to the Manager of the Marine Bureau copies of such licenses for all
18 vessel operators. Permittee's vessel operators and crew and ticket
19 sellers shall at all times be dressed in clean, well-kept
20 coordinated uniforms, except when performing required maintenance.

21 Permittee's vessels shall at all times be certified and
22 licensed and inspected by those governmental agencies having
23 jurisdiction over Permittee's activities. Permittee shall at all
24 times comply with all United States Coast Guard regulations.

25 19. PARKING: Parking facilities at Shoreline Village shall
26 not be used by Permittee's patrons.

27 19.1. Parking/Traffic Management. Permittee and
28 employees of Permittee may be required to participate in a

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1 parking/traffic management program which may designate parkin
2 areas for Permittee's employees.

3 20. TICKETING: The City has the option for the future
4 development of a central ticketing operation. Should Permittee
5 desire to participate in the central ticketing operation, Permittee
6 shall be required to contribute to the financing of the development.

7 21. ASSIGNMENT OR TRANSFER: Permittee shall not assign or
8 transfer this Permit nor shall any interest herein be assignable or
9 transferable by operation of law or by any process or proceedings of
10 any court or otherwise. Any attempted transfer or assignment shall
11 be void and confer no rights whatsoever upon a transferee or
12 assignee.

13 Notwithstanding the foregoing, Permittee may grant subpermits,
14 licenses or concessions to others provided Permittee shall first
15 obtain the written consent of the Manager. The Manager shall not be
16 required to give any consent to a proposed subpermitting, licensing
17 or grant of concession rights, unless and until Permittee has
18 submitted to the Manager such additional information regarding the
19 identity of proposed subpermittee, licensee or concessionaire and
20 the terms and conditions of the proposed transaction as may be
21 required by the Manager to make a determination to grant or withhold
22 such consent. Further, the Manager shall have the right to impose
23 such further conditions in connection with the granting of consent
24 as may be required to assure that public health, safety, welfare and
25 convenience will be best served by the proposed subpermit, license
26 or concession.

27 If Permittee shall be adjudicated a bankrupt or become
28 insolvent or any interest in this Permit be taken by virtue of

1 attachment, execution, or receivership, the City may terminate this
2 Permit upon five (5) days written notice to Permittee.

3 22. HOLDING OVER: This Permit shall terminate without any
4 further notice as of the Permit expiration date set forth in
5 paragraph three above. Any holding over by Permittee after the
6 Permit expiration date shall not constitute a renewal or extension
7 or give Permittee any rights in or to the Permit Area except as
8 expressly provided in this Permit. Any holding over after the
9 Permit expiration date with the consent of City shall be construed
10 to be a tenancy from month to month, at fees equal to the fees due
11 for the last year of the Permit term, and shall otherwise be on the
12 terms and conditions herein specified.

13 23. INSPECTION: The City's authorized representatives shall
14 have access to and across the Permit Area during business hours
15 and, in the event of an emergency, at any other time for inspection,
16 repair of publicly-owned utilities and structures, and for fire and
17 police purposes. The City, acting through the Marine Bureau of the
18 Department of Parks, Recreation and Marine, shall have the right,
19 but not the obligation, to board and inspect any such vessels to
20 assure compliance by Permittee with the provisions of this Permit.
21 City shall coordinate inspections with Permittee.

22 24. GENERAL PROVISIONS:

23 24.1. Notices, Demands and Communication Between the
24 Parties. Written notices, demands, and communication between
25 City and Permittee shall be in writing and shall be
26 sufficiently given if personally served or if mailed by
27 registered or certified mail, postage prepaid, return receipt
28 requested addressed as follows:

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1 TO CITY: City Manager
2 13th Floor, City Hall
3 333 West Ocean Boulevard
4 Long Beach, California 90802

5 WITH A COPY TO: Director of Parks, Recreation & Marine
6 2760 Studebaker Road
7 Long Beach, California 90815-1697

8 TO PERMITTEE: Bill Barker,
9 d.b.a. Grand Romance Steakhouse
10 1470 Lawndale Road
11 Kenwood, CA 95452

12 Either party may change its address by notifying the other
13 party of the change of address. Notice shall be deemed
14 communicated within forty-eight (48) hours from the time of
15 mailing if mailed as provided in this paragraph.

16 24.2. Conflict of Interest. No member, official or
17 employee of City shall have any personal interest, direct or
18 indirect, in this Permit, nor shall any such member, official
19 or employees participate in any decision relating to this
20 Permit which affects his personal interest or the interests of
21 any corporation, partnership or association in which he is,
22 directly or indirectly, interested. No member, official or
23 employee of City shall be personally liable to Permittee, or
24 any successor in interest, in the event of any default or
25 breach by City or for any amount which may become due to
26 Permittee or successor or on any obligations under the terms
27 of this Permit.

28 24.3. Enforced Delay: Extension of Time of Performance.
In addition to other provisions of this Permit, performance by
either party hereunder, shall not be deemed to be in default
where delays or defaults are unavoidable or performance is
rendered impracticable, due to war; enemy action; insurrection;

1 civil disturbance, strikes; lock-outs; riots; floods;
2 earthquakes; fires; casualties; acts of God; acts of the public
3 enemy; epidemics; quarantine restrictions; freight embargoes;
4 lack of transportation; governmental restrictions or moratoria;
5 failure or inability to secure materials or labor by reason of
6 regulations or order of any governmental entity; litigation
7 including eminent domain proceedings or related legal
8 proceedings, acts or failure to act of the other party; acts
9 or failure to act of any public or governmental agency or
10 entity; and the time for such performance shall be extended for
11 a period equal in length to such delay(s).

12 24.4. Defaults and Remedies.

13 24.4.1. Defaults - General. Failure by either party
14 to perform any term or provision of this Permit
15 constitutes default under this Permit, if not cured within
16 thirty (30) days from the date of receipt of a written
17 notice from the other party specifying the claimed default
18 provided that is such default cannot reasonably be cured
19 within such thirty (30) day period, the party receiving
20 such notice of default shall not be in default under this
21 Permit if such party commences the cure of such default
22 within such thirty (30) day period and thereafter
23 diligently prosecutes the steps to cure such default to
24 completion.

25 24.4.2. Institution of Legal Actions. In addition to
26 any other rights or remedies, either party may institute
27 legal action to cure, correct, or remedy any default, to
28 recover damages for any default, or to obtain any other

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1 remedy consistent with the purpose of this Permit. Such
2 legal actions must be instituted in the South Branch of
3 the Superior Court of the County of Los Angeles, State of
4 California, in an appropriate municipal court in that
5 county, or in the Federal District court in the Central
6 District of California. The prevailing party in any
7 action commenced pursuant to this Permit shall be entitled
8 to recover reasonable costs, expenses and attorneys' fees.

9 24.4.3. Applicable Law. The laws of the State of
10 California shall govern the interpretation and enforcement
11 of this Permit. Permittee during its use and occupancy of
12 the Permit Area shall at all times comply with all laws,
13 ordinances, rules, and regulations of and obtain permits
14 from all federal, state, and local governmental
15 authorities having jurisdiction over the Permit Area,
16 Permittee's vessels and Permittee's activities thereon.

17 24.4.4. Service of Process. In the event any legal
18 action is commenced by Permittee against City, service of
19 process on City shall be made by personal service upon the
20 City Clerk of the City, or in such other manner as may be
21 provided by law.

22 In the event that any legal action is commenced by
23 City against Permittee, service of process on Permittee
24 shall be made as provided by law and shall be valid
25 whether made within or without the State of California.

26 24.4.5. Rights and Remedies Are Cumulative. Except
27 as otherwise expressly stated in this Permit, the rights
28 and remedies of the parties are cumulative, and the

1 exercise by either party of one or more such rights or
2 remedies shall not preclude the exercise by it, at the
3 same or different times, of any other rights or remedies
4 for the same default or any other default by the other
5 party.

6 24.4.6. Inaction Not a Waiver of Default. Any
7 failures or delays by either party in asserting any of its
8 rights and remedies as to any default shall not operate
9 as a waiver of any default or of any such rights or
10 remedies or deprive either such party of its right to
11 institute and maintain any actions or proceedings which
12 it may deem necessary to protect, assert or enforce any
13 such rights or remedies.

14 24.4.7. Remedies. In the event of a default by
15 Permittee, which is not cured by Permittee within the
16 times specified in this Permit, City without further
17 notice to Permittee, may declare this Permit and/or
18 Permittee's right of possession at an end and may reenter
19 the Permit Area by process of law, in which event,
20 City shall have the right to recover from Permittee:

21 24.4.7.1. The worth at the time of award of the
22 unpaid fees which has been earned at the time of
23 termination, plus interest;

24 24.4.7.2. The worth at the time of award of the
25 amount by which the unpaid fees which would have
26 been earned after termination until the time of award
27 exceeds the amount of such fee loss that Permittee
28 proves could have been reasonably avoided, plus

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1 interest;

2 24.4.7.3. The worth at the time of award of the
3 amount by which the unpaid fees for the balance of
4 the term after the time of award exceeds the amount
5 of such fee loss for the same period the Permittee
6 proves could be reasonably avoided, plus interest
7 thereon; and

8 24.4.7.4. The remedies of City as hereinabove
9 provided are cumulative to the other provisions of
10 this Permit.

11 24.5. Right to Contest Laws. Permittee shall have the
12 right after notice to City to contest or to permit its
13 subpermittees to contest by appropriate legal proceedings,
14 without costs or expense to City, the validity of any law,
15 ordinance, order, rule, regulation or requirement to be
16 complied with by Permittee under this Permit and to postpone
17 compliance with the same except such laws as may be adopted by
18 City, provided such contest shall be promptly and diligently
19 prosecuted at no expense to City and so long as City shall not
20 thereby suffer any civil penalties, sanction or be subjected to
21 any criminal penalties or sanctions, and Permittee shall
22 protect and save harmless City against any liability and claims
23 for any such noncompliance or postponement of compliance.

24 24.6. Partial Invalidity. If any term or provision of
25 this Permit or the application thereof to any party or
26 circumstances shall, to any extent, be held invalid of
27 unenforceable, the remainder of this Permit, or the application
28 of such term or provisions, to persons or circumstances other

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1 than those as to whom or which it is held invalid or
2 unenforceable, shall not be affected thereby, and each term and
3 provision of this Permit shall be valid and enforceable to the
4 fullest extent permitted by law.

5 24.7. Entire Agreement, Waivers and Amendments. This
6 Permit constitutes the entire understanding and agreement of
7 the parties. This Permit integrates all the terms and
8 conditions mentioned herein or incidental hereto, and
9 supersedes all negotiations between the parties with respect
10 to all or any part of the subject matter hereof.

11 24.8. Waivers. All waivers of the provisions of this
12 Permit must be in writing by the appropriate authorities of
13 City or Permittee and all amendments hereto must be in writing
14 by the appropriate authorities of City and Permittee.

15 24.9. Successors in Interest. The provisions of this
16 Permit shall be binding upon and shall inure to the benefit of
17 the heirs, executors, assigns and successors in interest of the
18 parties hereto.

19 24.10. Nondiscrimination. Permittee agrees, subject to
20 applicable laws, rules and regulations, that no person shall
21 be subject to discrimination in the performance of this
22 agreement on the basis of race, color, religion, national
23 origin, sex, sexual orientation, AIDS, HIV status, age,
24 disability, handicap, or Vietnam Era veteran status. Permittee
25 shall take affirmative action to ensure that applicants are
26 employed and that employees are treated during employment
27 without regard to any of these bases, including but not limited
28 to employment, upgrading, demotion, transfer, recruitment,

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1 recruitment advertising, layoff, termination, rates of pay or
2 other forms of compensation, and selection for training,
3 including apprenticeship. Permittee agrees to post in
4 conspicuous places available to employees and applicants for
5 employment notices to be provided by the City setting out the
6 provisions of this nondiscrimination clause. Permittee shall
7 in all solicitations or advertisements for employees state that
8 all qualified applicants will receive consideration for
9 employment without regard to these bases.

10 24.11. No Joint Venture or Partnership. Nothing in this
11 agreement shall be construed as creating either a partnership
12 or joint venture between the parties hereto.

13 24.12. Jointly Drafted. This agreement is jointly drafted
14 by the parties hereto and it is not to be construed against
15 either party as the drafter.

16 24.13. Municipal Powers. Nothing contained herein shall
17 be construed as a limitation upon powers of City as a chartered
18 city of the State of California. This Permit is entered into
19 by City in its proprietary capacity and nothing contained
20 herein shall relieve Permittee from complying with all
21 requirements, rules, regulations or ordinances of the City of
22 Long Beach.

23 24.14. No Mineral Rights. This Permit creates no rights
24 in Permittee to minerals, or proceeds from mineral production,
25 which may lie below the Permit Area including but not limited
26 to any unitized oil.

27 24.15. No Relocation Benefits. Permittee shall have no
28 rights to relocation benefits mandated by the laws of the State

1 of California as to this Permit Area.

2 24.16 Americans with Disabilities Act. Permittee shall
3 have and be allocated the sole responsibility to comply with
4 the Americans with Disabilities Act ("ADA") as may be
5 applicable with respect to Permittee's operation and the
6 Permittee shall indemnify and hold City harmless from and
7 against any claims of a violation of the ADA.

8 25. TAXES: This Permit may create a possessory interest
9 subject to property taxation and Permittee may be liable for the
10 payment of property taxes levied on such possessory interest.
11 Permittee shall pay or cause to be paid, prior to delinquency, all
12 taxes, assessments and other governmental and district charges that
13 may be levied or assessed for buildings, improvements or property
14 located on the Permit Area and upon possessory interests created by
15 this Permit. Satisfactory evidence of such payments shall be
16 delivered by Permittee upon demand therefor.

17 26. COASTAL DEVELOPMENT PERMIT: Permittee acknowledges that
18 the California Coastal Commission requires that any permit issued
19 for operation within the Rainbow Harbor area shall be subject to the
20 terms and conditions of Coastal Development Permit no. 5-96-124,
21 including the Chemical Management Plan and Coastal Development
22 Permit no. 5-98-161. The conditions of Coastal Development Permit
23 no. 5-96-124, the Chemical Management Plan and Coastal Development
24 Permit no. 5-98-161 are incorporated herein and attached as exhibits
25 A, B and C respectively:

26 Exhibit A - Coastal Development Permit no. 5-96-124

27 Exhibit B - Chemical Management Plan

28 Exhibit C - Coastal Development Permit no. 5-98-161

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1 27. FOURTH OF JULY: Permittee recognizes that it is the
2 responsibility of the City to maintain a safe and secure environment
3 for the public at all times. Annually, the Rainbow Harbor area
4 experiences exceptional visitor and activity levels related to the
5 4th of July. To mitigate the impact to public safety and security,
6 the City may limit Rainbow Harbor activity. Permittee agrees to be
7 bound by reasonable restrictions on its activities in or around the
8 Permit Area on such day or day(s) of 4th of July activities each
9 year of the term of this Permit. Such restrictions may include
10 limitations on the hours businesses may operate including those of
11 Permittee in the Permit Area. Permittee waives any and all claim
12 that it might ever have against City as a result of any adverse
13 impact on its operations or business as a result of City
14 restrictions.

15 28. GRAND PRIX: Permittee recognizes that the area of City
16 in which Permittee will operate further to this Permit is annually
17 impacted by the running of the Long Beach Grand Prix. Permittee
18 waives any and all claim that it might ever have against City or the
19 operators of said Grand Prix as a result of any adverse impact on
20 its operations or business as a result of said race.

21 29. EMPLOYMENT COOPERATION. Permittee acknowledges that the
22 Queensway Bay Project, including Permittee's operations under this
23 Permit, is subject to the hiring requirements set forth in 24 C.F.R.
24 Section 570.209. Such requirements mandate that the Queensway Bay
25 Project create 1,143 new jobs for low- or moderate-income persons
26 (as defined in 24 C.F.R. Section 570.3) (hereinafter 'low-income
27 hires'). Accordingly, Permittee agrees that it shall use good faith
28 efforts to create such low income hires, and shall report to the

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 City of Long Beach, on an annual basis, the name, position, date of
2 hire and income level for all low-income hires for its operations
3 under this Permit. Permittee further agrees that all permits,
4 subpermits, concession agreements and licenses entered into by
5 Permittee regarding any portion of the permit area shall require
6 that all subpermittees, concessionaires and licensees comply with
7 such requirements. In furtherance of these requirements, Permittee
8 agrees that it will reasonably cooperate with the City of Long
9 Beach, through its Training and Employment Development Officer and
10 staff with recruitment, screening and tracking. In implementing
11 such efforts, the City of Long Beach, through its Training and
12 Development Officer and staff, will provide to Permittee and all
13 Queensway Bay permittees, subpermittees, concessionaires and
14 licensees, staff assistance, at no cost, to pre-screen and qualify
15 all potential job applicants. Such services include assisting with
16 community outreach to recruit qualified job applicants and
17 conducting pre-screening sessions to determine the most qualified
18 applicants for jobs. All qualification and hiring decisions will be
19 made by Permittee or its subpermittees, concessionaires or
20 licensees. As part of its implementation program, the City of Long
21 Beach will also provide for up to 240 hours of on-the-job training
22 if the employee is determined to need such training and he/she meets
23 Federal Job Training Partnership Act (JTPA) program eligibility.
24 The City of Long Beach Training and Employment Development Officer
25 is responsible for providing the staff necessary for pre-employment
26 assistance. The requirements set forth in this Section shall

27 //

28 //

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

1 terminate upon the City's written verification that 1,143 low-income
2 hires have been created for the Queensway Bay Project.

4 BILL BARKER, an individual,
5 d.b.a. GRAND ROMANCE RIVERBOAT,

6 July 12, 2001

By: Bill Barker

8 PERMITTEE

10 CITY OF LONG BEACH, a
11 municipal corporation,
12 EXECUTED PURSUANT
13 TO SECTION 301 OF
14 THE CITY CHARTER.

12 July 24, 2001

By: [Signature]
13 ASSISTANT City Manager

14 CITY

15 Approved as to form this 18th day of July,
16

17 2001.

18 ROBERT E. SHANNON, City Attorney

19
20 By [Signature]
21 Deputy

22
23
24
25
26
27 JNM:pw
28 6/27/01
B3\BARKER.PER\01.02922

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Sonoma

On July 12, 2001 before me, Gail Vincent Notary Public

personally appeared Bill Barker

Name(s) of Signer(s)

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Gail Vincent
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Permit

Document Date: July 12, 2001 Number of Pages: 36

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA COASTAL COMMISSION

SOUTH COAST AREA
245 W. BROADWAY, STE. 380
P.O. BOX 1450
LONG BEACH, CA 90802-4416
(310) 590-3071

Page 1 of 8

Date: 13 November 1996
Permit No. 5-96-124

COASTAL DEVELOPMENT PERMIT

On 12 September 1996, the California Coastal Commission granted to City of Long Beach this permit subject to the attached Standard and Special conditions, for development consisting of

Construct a downtown commercial harbor in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, demolish the Golden Shore public boat launch in order to create a 6.4 acre habitat mitigation area, transport approximately 109,000 cubic yards of excavated sand to 8th Place Beach area for beach replenishment, [and dispose of approximately 325,000 cubic yards of dredged materials at the LA-2 offshore disposal site (see Consistency Certification No. CC-98-96)].

more specifically described in the application file in the Commission offices.

The development is within the coastal zone in Los Angeles County at 200 W. Shoreline Drive (Shoreline Park), 199 S. Golden Shore (Golden Shore boat launch), and public beach between 1st Place and 15th Place (beach replenishment), City of Long Beach.

Issued on behalf of the California Coastal Commission by

PETER DOUGLAS
Executive Director

By: Title: Coastal Program AnalystACKNOWLEDGMENT

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance. . . of any permit. . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGEMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 Cal. Admin. Code Section 13158(a).

Date _____

Signature of Permittee _____

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EXHIBIT A

COASTAL DEVELOPMENT PERMIT

Page 2 of 8
Permit No. 5-96-124

STANDARD CONDITIONS:

1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Compliance. All development must occur in strict compliance with the proposal as set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the project during its development, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. Regional Bicycle Route

Pursuant to the July 11, 1996 letter signed by Robert Paternoster, Director of the Queensway Bay Project, and addressed to Charles Posner, Coastal Program Analyst, the Commission's Long Beach office:

- a) During the construction phase of the proposed project, the City shall provide and maintain a temporary bicycle route connecting the existing Los Angeles River bicycle path to the existing beach bicycle path. The temporary bicycle route shall maintain regional bicycle circulation through the Downtown Shoreline area by generally following the route described in the July 11, 1996 letter.

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PAGE 41 of 85

EXHIBIT A

- b) Prior to the closing or demolition of any portion of the existing regional bicycle route, a replacement bicycle route shall be constructed and opened in order to maintain the connection between the Los Angeles River bicycle path and the beach bicycle path.
- c) Prior to the removal of the temporary bicycle route, the City shall construct, open and maintain the proposed permanent regional bicycle route which connects the Los Angeles River bicycle path to the beach bicycle path as shown on Exhibit #11 of this report.

2. Public Restrooms

The City shall provide public restroom facilities in Riverfront Park. Either temporary or permanent restroom facilities shall be available for public use when Riverfront Park officially opens, and thereafter. The City shall install permanent restroom facilities in Riverfront Park within one year of the official opening the park to the public, or within such additional time as may be granted by the Executive Director for good cause. The permanent restroom facilities will require a Coastal Development Permit or a permit amendment approved by the Commission.

3. Parking Meters

Any parking meters installed on public parking spaces in Riverfront Park shall allow ninety minutes of parking when the maximum amount of coins are deposited. In addition, the users of such public parking spaces shall be permitted to use the metered parking spaces for at least four hours (if the required amount of coins are added) before being required to vacate the parking space.

4. Public Access

The City shall provide and maintain unobstructed public access to and along the Pine Avenue Pier, the Queensway Bay Harbor esplanade, and the plaza areas in front of and adjacent to the aquarium structure free of charge for the life of the development approved herein. Public access to the Pine Avenue Pier may only be interrupted for special events with a duration of six hours or less, or by special events permitted by a subsequent Coastal Development Permit. Public access may also be interrupted subject to those temporary safety limitations necessitated by unsafe conditions resulting from waves, extreme weather or required maintenance activities.

5. Public Boat Docks

The City shall provide and maintain a minimum of 200 linear feet of docking area within the Queensway Bay Harbor which shall be reserved for short-term public docking which shall be available for free or at rates comparable to automobile parking. Short-term shall be defined as any term between one hour and six hours. This public docking area shall not be leased or reserved by any individual, business or organization. Additional short-term and/or long-term public docking areas over and

above this minimum requirement may be provided. All public docking areas shall be identified with signage which clearly communicates the availability and limitations of the public docking facilities.

6. Future Uses and Improvements

This approval is limited to the uses and development specifically described in the project description and related findings contained in Coastal Development Permit 5-96-124. Any additional development, including intensification of use such as the lease of docks areas, esplanade areas, park areas, or the commercial use of docks by party boats or cruise ships, will require an amendment to the permit or a new Coastal Development Permit.

7. Leases to Private Operators

The lease of any area subject to the terms and conditions of Coastal Development Permit 5-96-124 to private operators shall explicitly incorporate the terms and conditions of Coastal Development Permit 5-96-124. In addition, such leases shall incorporate provisions for use, public access and public recreation consistent with all terms and conditions contained herein.

8. Chemical Management Plan

Prior to the issuance of the Coastal Development Permit, the City shall submit a Chemical Management Plan for the review and approval of the Executive Director. The purpose of the Chemical Management Plan shall be to address how the City will construct and operate the Queensway Bay Harbor in a manner that protects water quality from pollutants, typically associated with commercial harbors, such as boat cleaning chemicals, pesticides, fuels and oil. The Chemical Management Plan shall identify the equipment and structures that will be installed at the harbor to assist users in preventing any discharge of pollutants into the harbor. The Chemical Management Plan shall be in compliance with the standards and regulations of the California Regional Water Quality Control Board, the United States Environmental Protection Agency (EPA), and all other applicable local, state and federal regulations. The Executive Director will approve the Chemical Management Plan if it contains the following minimum elements:

- a. Harbor users shall be prohibited from discharging pollutants, including pesticides, varnishes, paints, sewage, cleaners, fuel, etc. into the harbor.
- b. The City will install the equipment necessary to prevent or reduce any discharge of pollutants into the harbor, including the equipment for the proper disposal of pollutants in compliance with all local, state and federal regulations.

The approved Chemical Management Plan shall be prominently posted near all docks and shall be explicitly incorporated into all leases to private

COASTAL DEVELOPMENT PERMIT

Page 5 of 8
Permit No. 5-96-124

operators within the harbor. The Queensway Bay Harbor shall be constructed and operated consistent with the plan approved by the Executive Director. Should the City need to revise the plan, the proposed revisions shall be submitted to the Executive Director in order to determine if the proposed changes shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

9. Public Boat Launch

Within two years of the demolition of the Golden Shore public boat launch, the City shall construct and open to the public a new boat launch of not less than two launching lanes and 60 parking spaces for autos with boat trailers within the Queensway Bay area.

10. Golden Shore Public Parking

The City shall retain a minimum of thirteen (13) existing public metered parking spaces in the existing public parking lot located near the entrance of the recreational vehicle park and the Golden Shore public boat launch (See Exhibit #15).

11. Habitat Mitigation Project

- a) The City shall construct, monitor and maintain the proposed habitat mitigation project consistent with the standards contained in the "Planting Plan, August 1996" and the "Monitoring Plan, August 1996" prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc.
- b) The implementation of the grading and planting plans (Exhibit #15) for the proposed habitat mitigation project shall commence prior to or simultaneous with the commencement of the proposed dredging of Shoreline Lagoon. Once the grading has commenced for the habitat mitigation project, the construction and planting of the habitat mitigation site shall proceed continuously until it is completed in conformance with the approved plan.
- c) The five-year monitoring period proposed by the "Monitoring Plan, August 1996," prepared for Moffatt & Nichol Engineers by Wetlands Research Associates, Inc., shall commence upon completion of the first planting of the project site. The City shall notify the Executive Director upon completion of the first planting of the project site.
- d) Upon completion of the first year of the monitoring period, and annually thereafter, the City shall submit to the Executive Director a report which documents the implementation of the planting and monitoring plans and which documents the status of the habitat mitigation project in relation to the performance standards contained in those plans.

- e) Any additional work or modifications to the habitat mitigation project which are necessary to meet the performance standards contained in the planting and monitoring plans shall be submitted to the Executive Director. Any change in the approved habitat mitigation project shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.
- f) The City shall be responsible for the ongoing maintenance of the habitat mitigation project and site. The required maintenance shall include regular cleaning and trash pick-up.

12. Siltation Control

Prior to the issuance of the Coastal Development Permit, the City shall submit, for the review and approval of the Executive Director, an erosion control and siltation prevention plan which controls erosion from the upland portions of the construction sites, and prevents silt from the upland portions of the construction sites from entering coastal waters during the construction of the proposed harbor and habitat mitigation project. The plan shall conform to the standards of the California Regional Water Quality Control Board and the U.S. Army Corps of Engineers. The approved plan shall be implemented during construction of the proposed project.

13. Turbidity Control

The City shall minimize negative impacts on the marine environment by using silt curtains, sand bags, or other forms of barriers during construction of the proposed harbor and habitat mitigation project to confine turbid water to the immediate areas of all dredging, excavation and deposition.

14. Suitability of Materials for Beach Replenishment

Prior to the issuance of the Coastal Development Permit, the City shall submit a written agreement, subject to the review and approval of the Executive Director, to provide a qualified expert at the sand source site to inspect and monitor all material proposed to be deposited at the approved deposition site. The inspector shall determine the geotechnical suitability of all such material using the sediment compatibility criteria contained in the Dredged Material and Sand Testing Program - Queensway Bay Downtown Harbor Facilities, City of Long Beach, by Kinnetic Laboratories, Inc. & ToxScan, Inc., June 19, 1996. Only material deemed "compatible" by the qualified expert pursuant to the criteria contained in the above-stated document may be deposited at the approved deposition site. All contracts involving the subject project shall include the above stated condition of approval.

15. Beach and Recreational Facility Closures

During the proposed beach replenishment project, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours on weekends. On weekdays, beach area closures shall be minimized and limited to areas immediately involved in transportation and deposition. On all days, except for the portions of the beach where transportation and deposition is occurring, all beach areas and recreation facilities shall remain open and available for public use during the normal operating hours. On all days, the beach bicycle path shall remain open and available for public use during the normal operating hours.

16. Timing of Beach Replenishment Project

In order to reduce impacts on the grunion and the California least tern during the grunion breeding runs and the least terns' nesting and foraging season, no beach replenishment shall occur during the period commencing March 15 and ending September 1. However, limited beach replenishment activities may occur between March 15 and May 16 if the City submits, for the review and approval of the Executive Director, a mitigation program approved by the California Department of Fish and Game which insures that no adverse impacts will occur during grunion breeding or to least tern foraging areas.

17. Conformance with the Requirements of the Resource Agencies

The City shall comply with all permit requirements and mitigation measures of the California Department of Fish and Game, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and the U.S. Fish and Wildlife Service with respect to preservation and protection of water quality and marine environment. Any change in the approved project which are required by the above-stated agencies shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations.

18. Foundation Design

Prior to the issuance of the Coastal Development Permit, the City shall submit for review and approval by the Executive Director, final plans for the proposed harbor and habitat mitigation site which have been reviewed and approved for structural soundness and safety by a qualified engineer. The submitted plans must be in substantial conformance with the plans approved by the Commission and must contain the foundation design recommendations contained in the Geotechnical Investigation Report for Queensway Bay Downtown Harbor by Advanced Earth Sciences, Inc., June 28, 1996. Any changes in the design of the proposed project which was approved by the Commission which may be required by the engineer shall be submitted to the Executive Director in order to determine if the proposed change shall require a permit amendment pursuant to the requirements of the Coastal Act and the California Code of Regulations. The proposed harbor and habitat mitigation site shall be constructed in a manner consistent with the final approved plans.

COASTAL DEVELOPMENT PERMIT

Page 8 of 8
Permit No. 5-96-124

19. Assumption of Risk

By acceptance of this Coastal Development Permit, the City agrees that: (a) the site may be subject to extraordinary hazard from storms, waves and erosion; and (b) the City hereby waives any future claims of liability against the Commission or its successors in interest for damage from such hazards.

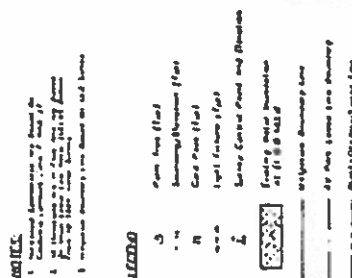
20. City Acceptance of Conditions

Prior to the issuance of the Coastal Development Permit, the City Council shall adopt and submit a resolution, subject to the review and approval of the Executive Director, agreeing to abide by all terms and conditions of Coastal Development Permit 5-96-124. The City and its representatives shall abide by all terms and conditions of Coastal Development Permit 5-96-124.

CP:b11

Attach Exhibit Nos. 11 & 15

7727F



Golden Shore Boat Launch

COASTAL COMMISSION

EXHIBIT # 51

[illegible]

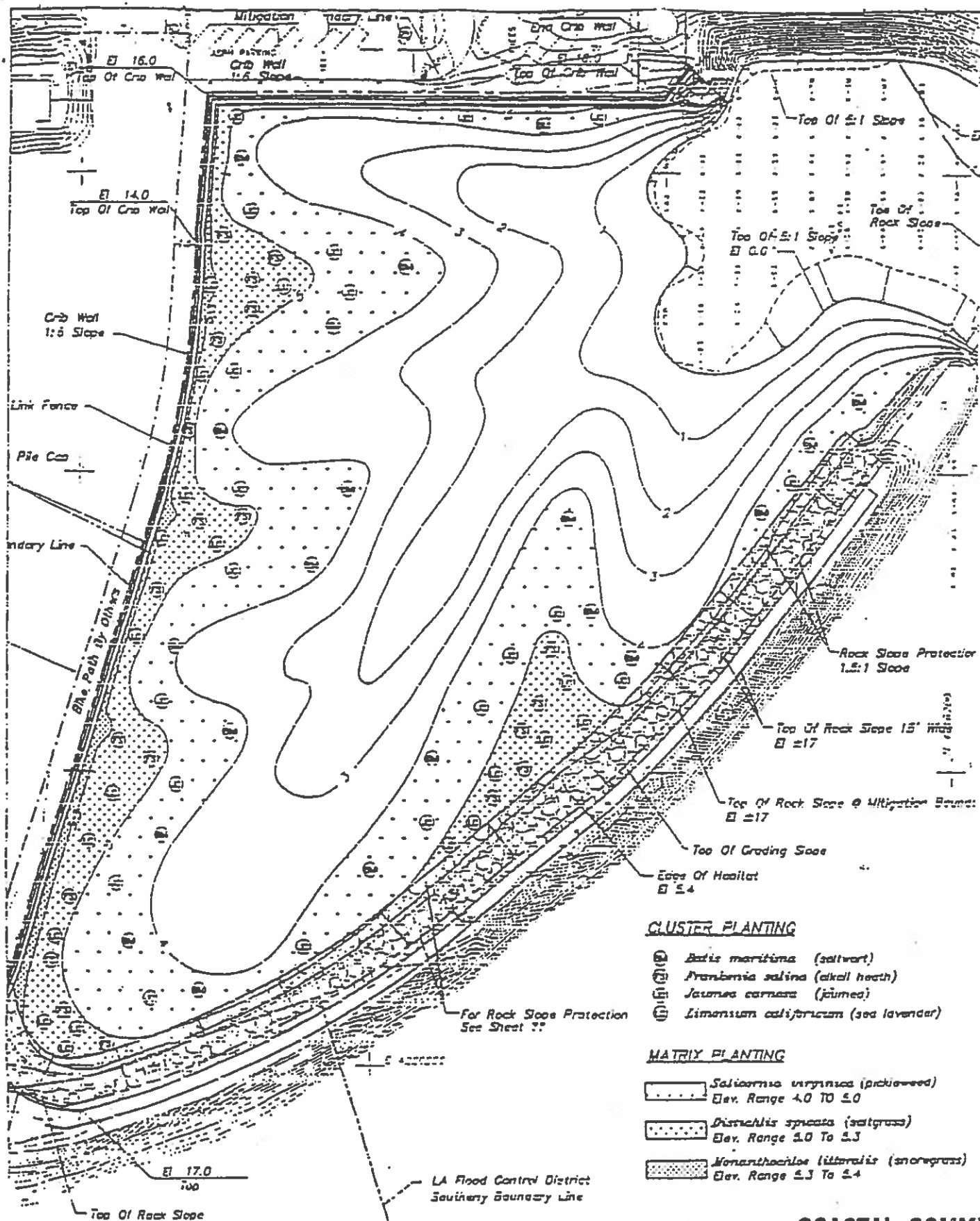


Figure 8: MITIGATION PLANTING PLAN

COASTAL COMMISSION

RESOLUTION NO. C- 26100

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH ACCEPTING ALL TERMS AND
CONDITIONS OF CALIFORNIA COASTAL COMMISSION
COASTAL DEVELOPMENT PERMIT 5-96-124 ISSUED IN
CONNECTION WITH THE QUEENSWAY BAY PROJECT

WHEREAS, on September 12, 1996, the California Coastal
Commission granted to the City of Long Beach a Coastal Development
Permit to: construct a downtown commercial harbor in Shoreline Park
and Lagoon; to reconstruct and improve Shoreline Park; to demolish
the Golden Shore public boat launch in order to create a 6.4 acre
habitat mitigation area; to transport approximately 109,000 cubic
yards of excavated sand to the 8th Place Beach area for beach
replenishment; and to dispose of approximately 325,000 cubic yards
of dredged materials at the LA-2 offshore disposal site; and

WHEREAS, the aforementioned Coastal Development Permit is
subject to certain standard and special conditions for development,
which conditions are fully set forth in the Notice of Intent to
Issue Permit, a copy of which is attached hereto and incorporated
herein by this reference; and

WHEREAS, it is the City's intent to abide by all terms and
conditions of Coastal Development Permit 5-96-124;

NOW, THEREFORE, the City Council of the City of Long Beach
resolves as follows:

Section 1. That the City agrees to accept all terms and
conditions of Coastal Development Permit 5-96-124.

John R. Calhoun
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
(310) 570-2200

EXHIBIT 46
PAGE 52 of 65

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071



IMMATERIAL AMENDMENT
TO COASTAL DEVELOPMENT PERMIT

July 26, 1997

Permit Number 5-96-124 issued to City of Long Beach for:

construct a downtown commercial harbor (Rainbow Harbor) in Shoreline Park and Lagoon reconstruct and improve Shoreline Park, demolish the Golden Shore public boat launch in order to create a 6.4 acre habitat mitigation area, transport approximately 109,000 cubic yards of excavated sand to 8th Place Beach area for beach replenishment, and dispose of approximately 325,000 cubic yards of dredged materials at the LA-2 offshore disposal site.

at: 200 W. Shoreline Drive and 199 S. Golden Shore (and public beach between 1st Place and 15th Place, Long Beach, Los Angeles County has been amended to include the following change: 1. revise the method for dewatering the lagoon during construction the bulkhead foundation and wall for Rainbow Harbor: Instead of using 36" culverts under the temporary dam at the harbor entrance to drain the lagoon, the contractor is using pumps and hoses to dewater the habitat mitigation site; and 2. revise the use of the 109,000 cubic yards of upland soil excavated from the Golden shore mitigation site: Instead of using the material for beach replenishment, it will be used as fill within the Queensway Bay construction and other projects. The material was determined to be incompatible with the approved deposition site.

This amendment was determined by the Executive Director to be immaterial, was duly noticed, and no objections were received. Please note that the original permit condition unaffected by this amendment are still effect.

PETER M. DOUGLAS
Executive Director

By: Charles Posner
Title: Coastal Program Analyst

EXHIBIT 46
PAGE 54 of 65

EXHIBIT A

ACKNOWLEDGMENT

I have read and understand the above permit and agree to be bound by the conditions as amended of Coastal Development Permit 5-96-124.

Date: _____

Signature _____

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CP:

96124mam.doc.

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071

**AMENDMENT TO COASTAL DEVELOPMENT PERMIT****5-96-124-A2****page 1 of 2****August 20, 1997**

Permit Number 5-96-124 issued to City of Long Beach for:

construct a downtown commercial harbor (Rainbow Harbor) in Shoreline Park and Lagoon, reconstruct and improve Shoreline Park, demolish the Golden Shore public boat launch to create a 6.4 acre habitat mitigation area.

at: 200 W. Shoreline Drive, (Shoreline Park & Rainbow Harbor), City of Long Beach, Los Angeles County has been amended to include the following change: amend previously approved Rainbow Harbor and Shoreline Park project to include minor revisions to the previously approved plans and construction of two public restrooms, concession building, three tensile structures, lighthouse, water feature, informational signs, and light standards.

This amendment will become effective upon return of a signed copy of this form to the Commission office. Please note that the original permit condition unaffected by this amendment are still effect.

PETER M. DOUGLAS
Executive Director

By: 
Title: Coastal Program Analyst

ACKNOWLEDGMENT

I have read and understand the above permit and agree to be bound by the conditions as amended of Coastal Development Permit 5-96-124.

Date: _____

Signature _____

EXHIBIT 45 46
PAGE 56 of 65

EXHIBIT A
JUL 23 1997

AMENDMENT TO COASTAL DEVELOPMENT PERMIT

5-96-124-A2

Page: 2

SPECIAL CONDITIONS:

No new special conditions are added to the permit by this amendment. However, the original special conditions of Coastal Development Permit 5-96-124 remain in full force and effect.

CP:

96-124-A2

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EXHIBIT A 46
PAGE 57 of 65

EXHIBIT A
PAGE EIGHTEEN OF EIGHTEEN

QUEENSWAY BAY HARBOR CHEMICAL MANAGEMENT PLAN

The Chemical Management Plan for the Queensway Bay Harbor involves three facets: the overriding law, the related harbor rules, and the plan for facility/equipment installation. This Plan will be incorporated into all Queensway Bay Harbor operating leases.

LAW: CITY OF LONG BEACH MUNICIPAL CODE

The City of Long Beach Municipal Code, Section 16.08.420, states, "No person shall throw, discharge, dump, place, deposit, or leave any refuse, rubbish, sewage, waste matter, dead animals, fish, shellfish, bait, putrefying matter, oil, spirits, flammable liquid, coal tar, residuary product of coal, petroleum, asphalt, bitumen, carbonaceous material or other offensive matter of any kind into the waters of or upon a bank, sidewalk, seawall, wharf, wharf road, street leading to a wharf, float, pier, harbor structure, or beach within the marinas and shall be civilly liable to the City for all actual damages in addition to the reasonable costs actually incurred in the cleaning or abating activities."

RULES: HARBOR ENVIRONMENTAL RULES

1. All self-employed boat workers and independent contractors must register with and receive approval from the Marine Bureau Manager.
2. Owners may undertake boat projects as needed to maintain their vessel's safety, appearance, and utility. New or substantial exterior work encompassing more than 10 percent of the hull's surface must be reviewed by the Marine Bureau Manager.
3. No material from vessel maintenance or operation can be allowed into the surrounding water or on the dock.

Marina Management encourages all vessel owners to adhere to the following Best Management Practices:

ENGINES AND BILGES

- Use absorbent bilge pads to soak up oil and fuel in bilge.
- Recycle oil and diesel properly.
- Dispose of gasoline properly.
- Dispose of filters properly.
- Do not discharge bilge water if there is a sheen to it.
- Do not dispose of paint or solvents in the harbor's dumpsters.
- Contact Harbormaster for nearest disposal location.

PAINTING AND VARNISHING

- Limit the amount of open solvents or paints on the docks to one gallon.
- Always mix paints and epoxy over a tarp.
- Always use a drip pan or drop cloth.
- Spray painting is not allowed within the harbor.
- Use up remaining bits of paint by spreading on an old board.
- Do not dispose of paint or solvents in the harbor's dumpsters.
- Contact Harbormaster for nearest disposal locations.

SURFACE PREPARATION

- Use biodegradable cleaner and teak cleaner.
- Liberally use tarps to capture all scraping, debris and drips.
- Stretch tarps between side of boat and dock when working over the water.
- Vacuum dust and debris every time you move the tarp or every hour.
- Reverse the boat on the dock to work on the far side.

SEWAGE

- Untreated sewage should never be discharged directly overboard.
- Store sewage in holding tanks and dispose of properly at pumpout stations.
- Ensure MSD Type 1 systems work properly and discharge only when underway.
- Do not discharge Type 1 while moored in harbor.
- Use shore-side facilities as often as possible.

SOLID WASTE DISPOSAL

- Utilize the solid waste receptacles provided on each dock.

CHEMICAL STORAGE

- Purchase only the amount of chemicals/paints you need for the project.
- Properly dispose of old or unnecessary products

EQUIPMENT/FACILITY INSTALLATION

The following equipment/facilities will be installed as part of the Chemical Management Plan:

Fuel Dock

Fueling will be done at the existing fueling facilities, which are located outside the Queensway Harbor.

Oil Disposal

An oil dump will be installed on the fishing/dive landing. It is anticipated that large vessels (85 feet and over) will use oil dumping facilities at the fuel dock or at a maintenance facility. Smaller vessels not docked on the fishing/dive landing will use the oil dump in the Downtown Marina.

Solid Waste

The plan will include solid waste retrieval from each dock.

Sewage Pumpout

Each individual dock will include sewage pumpout capability.

Spill Containment

On-side boom containment materials will be provided to immediately contain contaminant spills, and an emergency contract will be in place to cleanup spills.

Signage

The Harbor Environmental Rules will be included on signs at each dock.

CALIFORNIA COASTAL COMMISSION

South Coast Area Office
200 Oceangate, Suite 1000
Long Beach, CA 90802-4302
(562) 590-5071

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Date: July 22, 1998
Permit No: 5-98-161

**COASTAL DEVELOPMENT PERMIT**

On 10 June 1998, the California Coastal Commission granted to City of Long Beach Coastal Development Permit 5-98-161, subject to the attached Standard and Special Conditions, for development consisting of: establishment of on-the-water commercial concessions to be provided by approximately forty vessels operating out of Rainbow Harbor. More specifically described in the application file in the Commission offices.

The development is within the coastal zone in Los Angeles County at Rainbow Harbor, Downtown Shoreline, City of Long Beach.

Issued on behalf of the California Coastal Commission on July 22, 1998.

PETER DOUGLAS
Executive Director

By: 
Title: Coastal Program Analyst

ACKNOWLEDGMENT

The undersigned permittee acknowledges receipt of this permit and agrees to abide by all terms and conditions thereof.

The undersigned permittee acknowledges that Government Code Section 818.4 which states in pertinent part, that: "A public entity is not liable for injury caused by the issuance . . . of any permit . . ." applies to the issuance of this permit.

IMPORTANT: THIS PERMIT IS NOT VALID UNLESS AND UNTIL A COPY OF THE PERMIT WITH THE SIGNED ACKNOWLEDGMENT HAS BEEN RETURNED TO THE COMMISSION OFFICE. 14 CAL. ADMIN. CODE SECTION 13158(a).

Date

Signature of Permittee

Please sign and return one copy of this form to the Commission office at the above address.

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No. 5-98-161

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STANDARD CONDITIONS

1. Notice of Receipt and Acknowledgment. The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If development has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Compliance. All development must occur in strict compliance with the proposal set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the project during its development, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

SPECIAL CONDITIONS:

1. Public Boat Docks

Prior to the issuance of the Coastal Development Permit, the City shall submit a plan which identifies at least 200 linear feet of docking area within Rainbow Harbor which is reserved for short-term public docking as required by Coastal Development Permit 5-96-124. The public docking area shall not be leased or reserved by any individual, business or organization. The vessels which provide the commercial uses permitted by this permit (Coastal

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

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Development Permit 5-98-161) shall not be permitted to uses the public docking areas. All public docking areas shall be identified with signage which clearly communicates the availability, cost and time limits of the public docking facilities.

2. Public Parking

All parking spaces within the Shoreline Park parking lot shall be reserved for the use of the general public and shall be available for use on a first-come, first-served basis. There shall be no reserved parking spaces or exclusive use of the parking spaces within the Shoreline Park public parking lot by any person or group other than the general public (handicapped spaces excluded).

3. Temporary Trailer

A 440 square foot trailer may be placed in the Shoreline Park public parking lot on a temporary basis for the administration of fishing and diving boat expeditions operating at Pierpoint Landing in Rainbow Harbor. The trailer must be removed from the Downtown Shoreline area prior to September 15, 1998. The Executive Director may grant an extension to the September 15, 1998 deadline for good cause.

4. Shoreline Park and Rainbow Esplanade

The commercial uses and associated activities permitted by this permit (Coastal Development Permit 5-98-161) shall not interfere with public use or access to Shoreline Park and the Rainbow Esplanade. The park and esplanade areas shall be kept free of any barriers which could impede public access through the area, or impede public use of the area.

5. Leases to Private Operators

The lease of any dock area in Rainbow Harbor to private operators shall explicitly incorporate the terms and conditions of Coastal Development Permits 5-96-124 and 5-98-161. Such leases shall incorporate provisions for use, public access and public recreation consistent with all terms and conditions contained in Coastal Development Permits 5-96-124 and 5-98-161.

6. Assumption of Risk

By acceptance of this Coastal Development Permit, the City agrees that:
(a) the site may be subject to extraordinary hazard from storms, waves, floods, and earthquake induced liquefaction; and (b) the City hereby waives

COASTAL DEVELOPMENT PERMIT

No. 5-98-161

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any future claims of liability against the Commission its successors in interest
for damage from such hazards.

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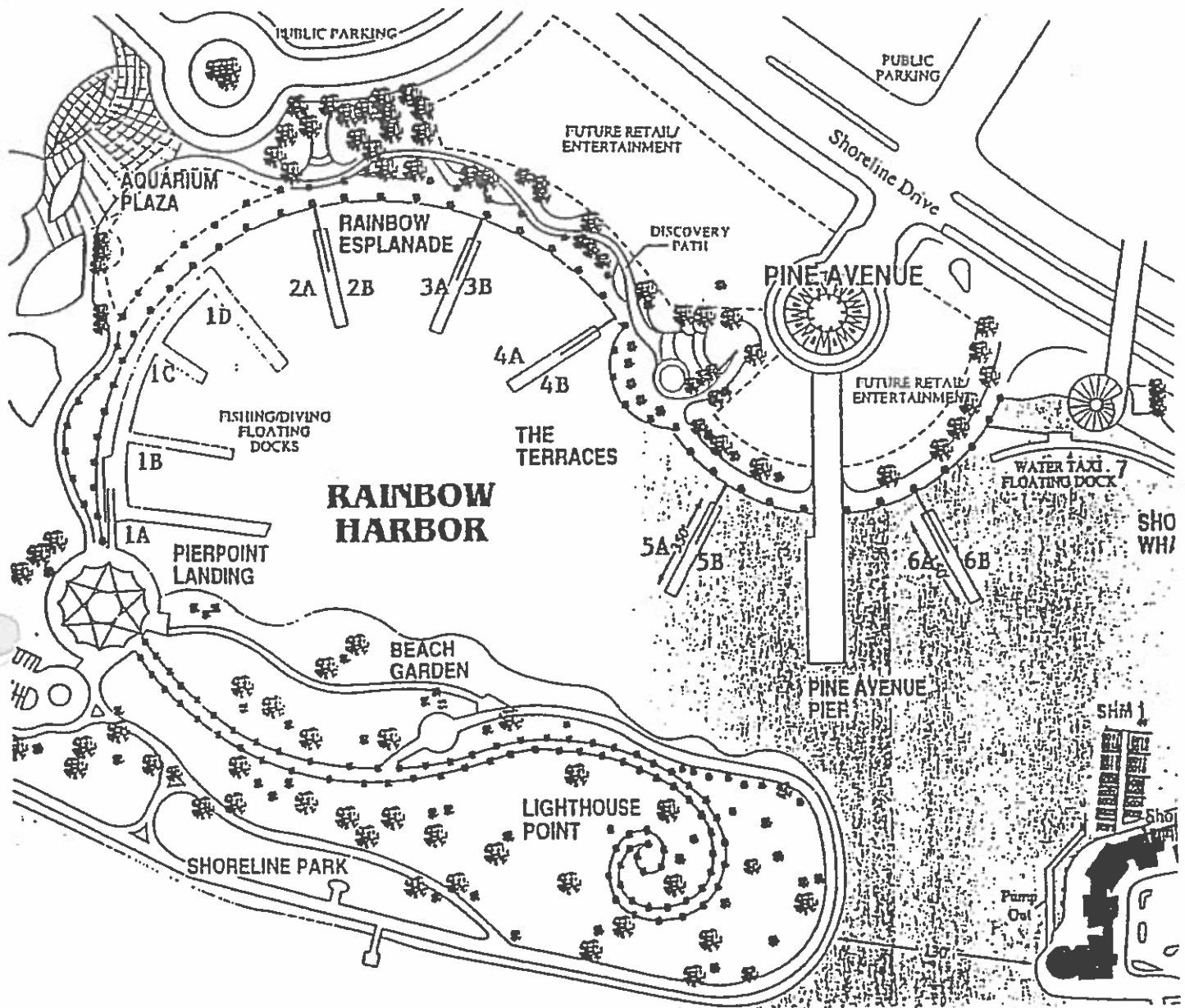


EXHIBIT D