

# AGENDA ITEM REQUEST FORM

Department: DIMO

Department Head: Tim Higaes

Phone: 510-620-6508

Meeting Date: 12/6/2016

Final Decision Date Deadline: 12/6/2016

**STATEMENT OF THE ISSUE:** Staff is requesting City Council approval to enter into an Amended and Restated License Agreement with Nematode Holdings, LLC to lease City-owned property at 2100 Stenmark Drive at Point Molate for a three-year period from December 1, 2016 to November 30, 2019, for the storage of miscellaneous equipment and material. Of note, the Agreement may be terminated by the City upon ninety (90) days' written notice to Licensee for any reason whatsoever at the City's sole and absolute discretion.

## INDICATE APPROPRIATE BODY

- |   |   |  |   |   |
|---|---|--|---|---|
| <input checked="" type="checkbox"/> City Council    | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority                       | <input type="checkbox"/> Surplus Property Authority | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Rules and Procedures Standing Committee | <input type="checkbox"/> Other _____                |   |
|   |   | <input type="checkbox"/> Local Reuse Authority                   |   |   |

## ITEM \_\_\_\_\_

- |   |  |                                      |  |
|---|--|--------------------------------------|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |                                      |  |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Ordinance   | <input type="checkbox"/> Other _____ |  |
| <input checked="" type="checkbox"/> Contract/Agreement                                | <input type="checkbox"/> Council As Whole  |                                      |  |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |                                      |  |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |                                      |  |

**RECOMMENDED ACTION:** APPROVE a three-year Amended and Restated License Agreement with Nematode Holdings, LLC to lease City-Owned property at 2100 Stenmark Drive at Point Molate from December 1, 2016 to November 30, 2019, for the storage of miscellaneous equipment and material – Department of Infrastructure Maintenance and Operations (Craig Murray 307-8188/Tim Higaes 620-6508).

## REVIEWS/APPROVALS **DO NOT WRITE IN THIS SPACE**

This item has been reviewed and approved by the **FINANCE DIRECTOR, CITY ATTORNEY, and CITY MANAGER.**

AGENDA ITEM NO:

**I-12.**

*BA4.1*

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BA 4.2



# AGENDA REPORT

## DEPARTMENT OF INFRASTRUCTURE MAINTENANCE AND OPERATIONS

**DATE:** December 6, 2016

**TO:** Mayor Butt and Members of the City Council

**FROM:** Tim Higare, Infrastructure Maintenance and Operations Director  
Craig Murray, Development Project Manager II

**SUBJECT:** License Agreement by and between the City of Richmond and Nematode Holdings, LLC.

### STATEMENT OF THE ISSUE:

Staff is requesting City Council approval to enter into an Amended and Restated License Agreement with Nematode Holdings, LLC to lease City-owned property at 2100 Stenmark Drive at Point Molate for a three-year period from December 1, 2016 to November 30, 2019, for the storage of miscellaneous equipment and material. Of note, the Agreement may be terminated by the City upon ninety (90) days' written notice to Licensee for any reason whatsoever at the City's sole and absolute discretion.

### RECOMMENDED ACTION:

APPROVE a three-year Amended and Restated License Agreement with Nematode Holdings, LLC to lease City-Owned property at 2100 Stenmark Drive at Point Molate from December 1, 2016 to November 30, 2019, for the storage of miscellaneous equipment and material – Infrastructure Maintenance and Operations (Tim Higare 620-6508 / Craig Murray 307-8188).

### FINANCIAL IMPACT OF RECOMMENDATION:

Per the Amended and Restated License Agreement (License Agreement), Nematode Holdings, LLC (Nematode) will pay the City \$3,361.90 per month with a three percent increase per year and fifty percent of net excess rents received from sub licensees during the duration of the License Agreement.

## **DISCUSSION:**

The City of Richmond (City) owns the land and property located at 2100 Stenmark Drive which is described in Exhibit A of the attached License Agreement (License Area). Nematode, owned by Bobby Winston, is presently utilizing the License Area for the storage of miscellaneous equipment and materials. Nematode was previously granted a License Agreement in 2014 for the storage of miscellaneous equipment primarily related to the ferry rider's publication "Bay Crossings", a periodical which covers ferry service and the working waterfront scene around the Bay. Storage included newspaper boxes, handling equipment, and miscellaneous printing tools.

The initial license agreement was approved primarily to generate activity at the Pt. Molate, which improves site security, and also to bring in a small amount of revenue to the City. Since the license was granted, Nematode has provided substantial effort and start-up funds to clear many of the underutilized buildings of trash and debris, provided a series of improvements and has readied buildings and laydown areas for active reuse. In addition, staff believes that Nematode is providing a public benefit to the City of Richmond in the following ways:

- Nematode has made a substantial financial investment in reconditioning the building currently being utilized in the License Area;
- Nematode maintains the buildings' use areas and generates purposeful activity around structures that helped reduce vandalism and metal theft; and
- Nematode through its Bay Crossings publication has consistently highlighted Richmond's waterfront amenities, covered positive City activities, and actively promoted Richmond as a destination.

In November 2016, the Point Molate Community Advisory Committee (PMCAC) reviewed a current proposal by Nematode to license an additional nine locations. PMCAC agreed to recommend approval to the City Council with conditions. They specifically asked that certain concerns raised by PMCAC Member Mark Howe be appropriately addressed. Mr. Howe has now provided his verbal recommendation that the City Council approve the proposal and the License agreement.

Of note, the Agreement may be terminated by the City upon ninety (90) days' written notice to Licensee for any reason whatsoever at the City's sole and absolute discretion.

## **DOCUMENTS ATTACHED:**

Attachment 1 – Amended and Restated License Agreement by and between the City of Richmond and Nematode Holdings, LLC

## AMENDED AND RESTATED LICENSE AGREEMENT

This Amended and Restated License Agreement (“Agreement”) is entered into as of December \_\_\_\_, 2016 by and between the CITY OF RICHMOND, a California municipal corporation and charter city (“Licensor”), and NEMATODE HOLDINGS, LLC, a California limited liability company (“Licensee”), with reference to the following facts:

### RECITALS

A. Licensor owns certain real property located in the City of Richmond, California commonly known as the former Naval Fuel Depot Pt. Molate, including the facilities and buildings located thereon and as more particularly shown in Exhibit A (the “Property”). The Property includes the buildings (shown as E, F, K L, and M) and laydown areas (shown as G, H, I and J) on Exhibit A (the “License Area”).

B. Licensee is presently entering upon, occupying and using certain portions the License Area for storage.

C. Licensor and Licensee desire to formalize the terms and conditions of Licensee’s entry, use, and occupation of the License Area through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

### AGREEMENT

1. Recitals. The defined terms of the foregoing Recitals are a substantive part of this Agreement.

2. License. In consideration of Licensee’s covenants contained herein, Licensor hereby grants to Licensee a non-exclusive license to access, occupy, and use the License Area during the Term (defined below) of this Agreement, for the limited purpose of storage. This license is non-exclusive, and Licensor retains the right to access the License Area and to use the License Area for any purpose that is not inconsistent with the license granted herein.

3. Term. The term (“Term”) of this Agreement begins on December 1, 2016 and ends on November 30, 2019 (the “Expiration Date”), unless earlier terminated as provided herein.

4. Use.

4.1 Licensee’s use of the License Area (i) is limited to storage of non-Hazardous Materials (defined below), and (ii) must be in compliance with all Rules and Regulations (as defined in Section 16). Licensee shall not use the License Area for any purpose not expressly permitted herein.

4.2 Prior to Licensee's use of the License Area, Licensee shall perform any and all alterations, additions and improvements in or to the License Area required by the City of Richmond and/or any other governmental authorities to make the License Area compliant in all respect with all laws, ordinances, rules, regulations and orders (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) related to the use, condition or occupancy of the License Area now in effect or that may hereafter come into effect including, but not limited to the Americans with Disabilities Act, 42 U.S.C. §§ 1201 et seq. (the "Improvements"). The Improvements shall include the Scope of Work set forth in Exhibit B. Consent to the Improvements is conditioned upon: (i) Licensee's acquiring all applicable permits required by governmental authorities; (ii) Licensee's furnishing to Licensor copies of such permits, together with copies of the approved plans and specifications, prior to commencement of the work thereon; and (iii) Licensee's compliance with the conditions of all applicable permits and approvals in a prompt and expeditious manner. The Improvements shall be constructed diligently, in a good and workmanlike manner with new, good and sufficient materials and by no later than the date set forth for each work item in the Work Schedule attached as Exhibit C. Once the Improvements have been completed, Licensee shall notify Licensor promptly indicating that the condition precedent set forth in this Section 4.2 has been satisfied.

## 5. Payments.

5.1 In consideration for this Agreement, Licensee shall pay Licensor the sum of Three Thousand Three Hundred and Sixty-One Dollars and Ninety Cents (\$3,361.90) per month, calculated based on the payment of \$0.10 per square foot for building space and \$0.05 per square foot for laydown space (the "Base Rent").

5.2 Base Rent shall be increased annually by three percent (3%) as shown on the Base Rent Schedule attached hereto as Exhibit D.

5.3 In addition to the Base Rent, Licensee shall pay to Licensor fifty percent (50%) of all net revenues (the "Sub-License Payment") that are generated by Licensee in sublicensing all or any portions of the License Area to sub-licensees (each a "Sub-Licensee") as provided in Section 11.2. The Sub-License Payment shall be remitted to Licensor on a monthly basis and be accompanied by a written accounting, based on accurate records and in a form satisfactory to Licensor, of all payments received by or required to be paid to Licensee from Sub-Licensees and all expenses incurred by Licensee directly attributable to Licensee's sublicensing hereunder. Failure by Licensee to receive payment from any Sub-Licensee shall not excuse Licensee's obligation to make the Sub-License Payment to Licensor.

5.4 Licensee's obligation to make Sub-License Payments shall commence only after Licensee has recovered Licensee's costs and expenses set forth and identified in Exhibit E, Licensee's Cost Spreadsheet (the "Recoverable Costs"). Licensee shall report monthly (each a "Monthly Report") on all revenue received from Sub-Licensees until such time as Licensee has recovered the Recoverable Costs. Each Monthly Report shall be accompanied by an accounting, based on accurate records and in a form satisfactory to Licensor, of all payments received by or required to be paid to Licensee from Sub-Licensees and shall detail the amount of Recoverable Costs remaining to be recovered by Licensee.

6. Maintenance, Alterations and Restoration.

6.1 Licensee acknowledges that use of the Property for ingress and egress to the License Area and License Area is being granted in its current "AS-IS" condition, and Licensor has no obligation to Licensee to make any improvements, repairs, or alterations thereto. Licensor hereby expressly disclaims any and all warranties or representations regarding the Property or License Area, the physical condition thereof or the compliance thereof with any applicable laws, rules or regulations, whether such warranties or representations were written or oral, or expressed or implied, and whether the same were made by an officer, director or employee of Licensor or any other agent of Licensor.

6.2 Subject to Section 19 below, Licensee shall promptly repair any damage to the Property or License Area caused by Licensee or its employees, agents, contractors, invitees, or licensees (collectively "Licensee's Agents").

6.3 Other than the Improvements set forth in Section 4.2, Licensee shall not make any alterations, modifications, or improvements to the License Area (collectively "Alterations") without Licensor's prior written consent. Upon completion, the Improvements and any Alterations become part of the License Area and the property of Licensor.

6.4 Upon the termination of this Agreement, except as set forth in Section 6.3 above and Sections 19 and 20 below, Licensee shall restore the License Area to the condition that existed prior to Licensee's use.

7. Indemnity and Exoneration.

7.1 Except to the extent caused by the sole active negligence or willful misconduct of Licensor, Licensor and Licensor's representatives shall not be liable for any loss, injury or damage to person or property of Licensee, Licensee's Agents or any other person, whether caused by theft, fire, act of God, acts of the public enemy, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or that may arise through repair, alteration or maintenance of any part of the Property or License Area or failure to make any such repair or from any other cause whatsoever.

7.2 Except to the extent caused by the sole active negligence or willful misconduct of Licensor, its agents, contractors or employees, Licensee shall indemnify, protect, defend and hold Licensor and its representatives, harmless of and from any and all claims, liability, costs, penalties, fines, damages, injury, judgments, forfeiture, losses (including without limitation diminution in the value of the Property and License Area) or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) arising out of or in any way related to or resulting directly or indirectly from (i) the use or occupancy of the License Area, (ii) the activities of Licensee or Licensee's Agents in or about the Property or License Area, (iii) any failure to comply with any applicable law, and (iv) any default or breach by Licensee in the performance of any obligation of Licensee under this Agreement.

7.3 Licensee shall indemnify, protect, defend and hold Licensor and its representatives, harmless of and from any and all claims, liability, costs, penalties, fines, damages, injury, judgments, forfeiture, losses (including without limitation diminution in the value of the Property and the License Area) or expenses (including without limitation attorneys' fees, consultant fees, testing and investigation fees, expert fees and court costs) arising out of or in any way related to or resulting directly or indirectly from work or labor performed, materials or supplies furnished to or at the request of Licensee or in connection with obligations incurred by or performance of any work done for the account of Licensee in the License Area.

7.4 The provisions of this Section 7 shall survive the expiration or sooner termination of this Agreement.

8. Insurance. Licensee, at its own cost and expense, shall provide and maintain insurance coverage as required in Exhibit F, City of Richmond Insurance Requirements for Lessees.

9. Lien Free Condition. Licensee shall not cause or permit any liens to be placed on the Property or License Area as a result of Licensee's exercise of rights under this Agreement. In the event of the filing of any such lien, Licensee shall promptly cause such lien to be removed. Licensee shall indemnify and hold harmless Licensor, the Property and the License Area from and against any and all liens, claims, and expenses related to work done, labor performed, activities undertaken or materials furnished in connection with Licensee's entry on the Property or License Area in accordance with this Agreement.

10. Termination.

10.1 If Licensee fails to perform its obligations hereunder, and such failure persists for more than thirty (30) days after written notice from Licensor of such failure, or such shorter period as may be allowed for compliance with applicable laws, then Licensor may terminate this Agreement and may also exercise any remedies available under applicable laws.

10.2 If at any time during the Term, Licensee's continued use of the License Area would violate any applicable laws, then Licensor may terminate this Agreement upon 30-days' written notice to Licensee.

10.3 Notwithstanding anything in Sections 10.1 or 10.2 to the contrary, Licensor may terminate this Agreement upon ninety (90) days' written notice to Licensee for any reason whatsoever at Licensor's sole and absolute discretion.

11. Assignment and Sublicense.

11.1 Licensee shall not assign its rights or obligations under this Agreement without the prior written consent of Licensor, which consent shall be in Licensor's sole and absolute discretion. Licensor may assign this Agreement pursuant to any sale or other legal transfer of Licensor's interest in the License Area.

11.2 Licensee shall have the right to sublicense all or any portion of the License Area with Licensor's prior written consent, not to be unreasonably withheld, delayed or

conditioned. Consent to any sublicense shall be conditioned on the Sub-Licensee agreeing to the terms and conditions of this Agreement and entering into a sublicense agreement in the form approved by Licensor.

12. Hazardous Materials.

12.1 Licensee shall keep and maintain the License Area in compliance with, and shall not cause or permit the Property or License Area to be in violation of any federal, State or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Property or License Area, including, but not limited to, soil and ground water conditions. Licensee shall not use, generate, load, handle, remove, manufacture, store or dispose of on, under, or about the Property or License Area, or transport to or from the Property or License Area, contaminated water, soil, bunkers, chipped or removed paint, flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials").

12.2 Licensee shall immediately advise Licensor in writing if at any time it receives written notice of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Licensee, the Property or the License Area, pursuant to any applicable federal, State or local laws, ordinances, or regulations relating to any Hazardous Materials ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Licensee, the Property or the License Area, relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Licensee's discovery of any occurrence or condition on any real properties adjoining or in the vicinity of the Property or the License Area, that could cause the Property or License Area or any part thereof to be classified as "border-zone property" under the provision of California Health and Safety Code, Sections 25220 *et seq.* or any regulation adopted in accordance therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the Property or the License Area under any Hazardous Materials Law.

12.3 Licensor has the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims. Licensee shall indemnify and hold harmless Licensor and its council members, board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under, or about the Property or the License Area, including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Property and License Area, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by Licensor in connection with clauses (i) and (ii), including but not limited to

reasonable attorney's fees. This obligation to indemnify shall survive the termination of this Agreement.

13. Signs. No signs or placards of an advertising or promotional nature shall be painted, inscribed or placed in, on or about the Property or License Area without the prior written consent of Licensor at Licensor's sole and absolute discretion. Licensee agrees to remove promptly and to the satisfaction of Licensor, at the cost and expense of Licensee, upon the termination of this Agreement, any and all signs and placards placed by it upon the Property or License Area pursuant to this Section.

14. Security and Utilities. Licensee acknowledges that Licensor does not provide security services or utilities for the Property or License Area. Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, demands, losses, costs, liabilities and damages arising out of Licensee's failure to procure adequate security or utilities in connection with Licensee's use of the License Area, to the fullest extent provided in Section 7. If security services are procured or utilities are consumed by Licensee, Licensee shall pay the cost of such security services and utility consumption.

15. Taxes. Licensee shall pay all taxes which may be levied, imposed or assessed upon or against the License Area, or any possessory interest right which Licensee may have in or to the License Area by reason of its use or occupancy thereof, and upon or against the structures, personal property and Improvements located thereon. Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Licensee agrees to pay all taxes, assessments, and charges on goods, merchandise, appliances, equipment and property owned by it in or about the License Area.

16. Compliance with Law. Licensee shall cause all work performed and activities undertaken in connection with this Agreement, including the Improvements and any Alterations to be performed and undertaken in compliance with all applicable federal, State and local laws, statutes and ordinances, and all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction (collectively, the "Rules and Regulations"). Compliance under this provision includes compliance with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.), the Americans with Disabilities Act (42 U.S.C. §§ 1201 et seq.) and all provisions of the Municipal Code of the City of Richmond, including Chapters 2.28, 2.39, 2.50, 2.52, 2.56, and 2.60, if applicable, which are herein incorporated by reference. All work performed and activities undertaken shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, whether discretionary or ministerial, and Licensee shall be responsible to Licensor for the procurement and maintenance thereof, as may be required of Licensee and Licensee's Agents using the Property or License Area. Licensee shall require all Licensee's Agents to obey and observe all terms of this Agreement and all Rules and Regulations. Licensee shall be responsible for paying for fines or charges which may be levied by any governmental bodies, agencies, authorities or courts for violations of Rules and Regulations.

17. Waivers. Any waiver by Licensor of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by Licensor to take action on any breach or default of Licensee or to pursue any remedy allowed under this Agreement or applicable law. Consent by Licensor to any act or omission by Licensee shall not be construed to be a consent to any other or subsequent act or omission or to waive the requirement for Licensor's written consent to future waivers.

18. Default. If Licensee defaults in the performance of any of the covenants, conditions or agreements contained in this Agreement, then Licensee shall be deemed to have breached the Agreement. Upon the occurrence of a default, Licensor shall have, in addition to all other remedies at law or equity, the right to terminate this Agreement as provided herein and to seek monetary damages and/or equitable relief.

19. Casualty. If the Improvements or any Alterations are materially (i.e., 10% or more) damaged or destroyed, either party may terminate this Agreement effective as of the date of notice to the other of such termination.

20. Condemnation. If any material part of the Improvements or any Alterations (i.e., 10% or more) are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either party may terminate this Agreement effective the date the public authority takes possession. All damages for the condemnation or damages awarded because of the taking, shall be the property of Licensor.

21. Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of California. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

22. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature(s).

23. Captions. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

24. Incorporation. The Exhibits attached hereto are hereby incorporated into this Agreement.

25. Notices. All written notices required to be given pursuant to the terms hereof must be either delivered personally, by facsimile (so long as a copy of any such notice also sent by one of the other methods) or by commercial messenger service or national overnight courier service, addressed as follows:

To Licensor: City of Richmond  
Attn: City Manager  
450 Civic Center Plaza  
Richmond, CA 04804  
Tel: (510) 620-6512  
Fax: (510) 620-6542

with a copy to:

City of Richmond  
Attn: City Attorney  
450 Civic Center Plaza  
Richmond, CA 04804  
Tel: (510) 620-6509  
Fax: (510) 620-6518

To Licensee: Nematode Holdings, LLC  
Attn: Bobby Winston  
3026 Fairview Ave.  
Alameda, CA 94501  
Tel: (510) 205-1447  
Fax: (925) 215-2520

The foregoing addresses may be changed from time to time by written notice. Notices will be deemed received upon the earlier of actual receipt or upon signed acceptance from an overnight courier or if sent by facsimile on the same day thereof upon confirmation of receipt.

26. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement between the parties to this Agreement pertaining to Licensee's use of the License Area, supersedes all prior and contemporaneous understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns. Any agreement made after the date of this Agreement is ineffective to modify, waive, release, terminate, or effect an abandonment of this Agreement, in whole or in part, unless that agreement is in writing, is signed by the parties to this Agreement, and specifically states that that agreement modifies this Agreement.

27. Attorneys' Fees. In the event any dispute between the parties arising out of or in connection with this Agreement should result in litigation, the prevailing party must be reimbursed for all reasonable costs incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees.

28. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party is not to be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

29. Casp. Licensor hereby informs Licensee that the Property and License Area has not undergone an inspection by a Certified Access Specialist, as referenced in California Civil Code Section 1938.

*Remainder of page intentionally left blank.*

*Signatures on following page.*

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions contained herein.

LICENSOR

CITY OF RICHMOND, a California municipal corporation  
and charter city

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

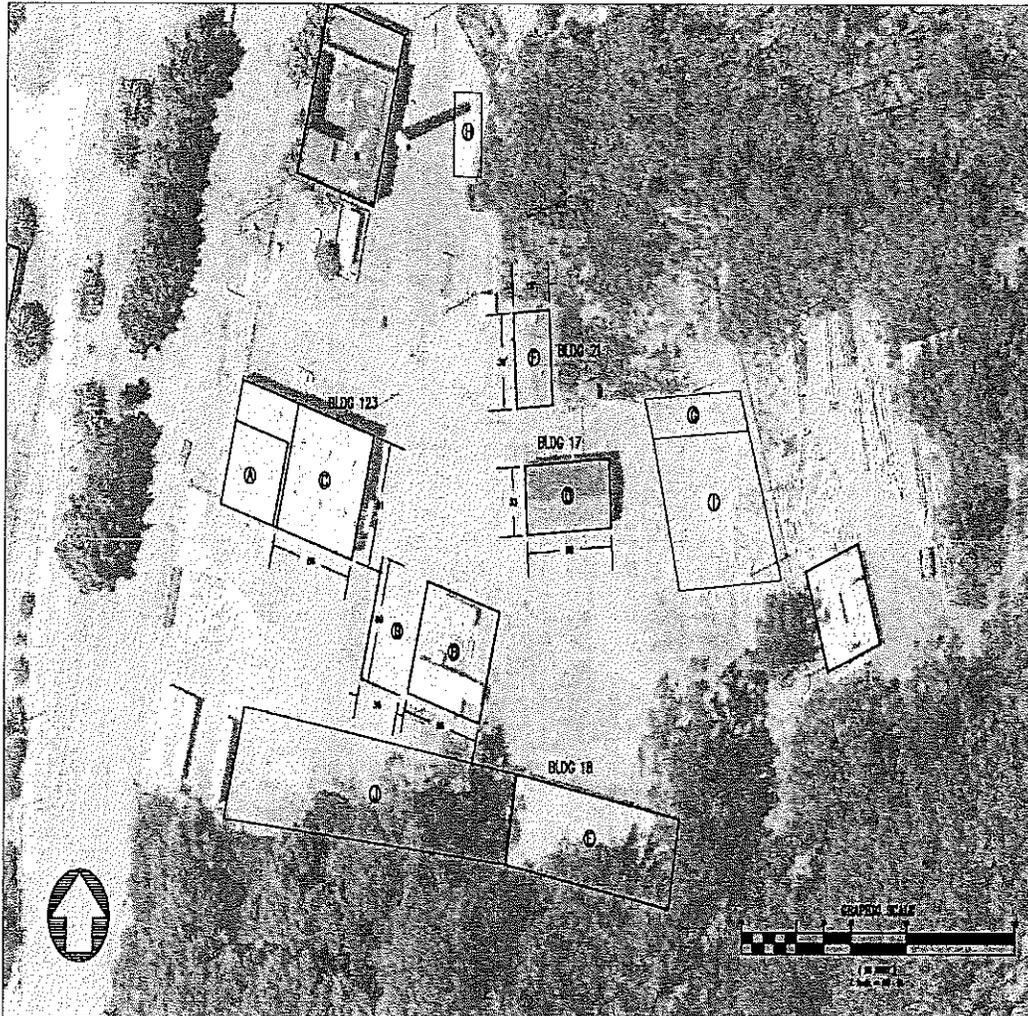
LICENSEE

NEMATODE HOLDINGS, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

Map of the Property and License Area.



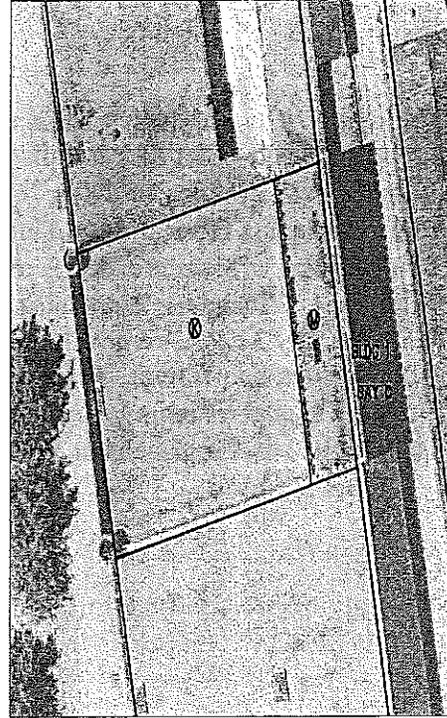
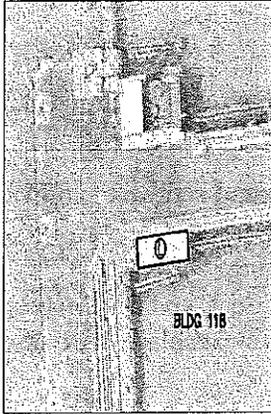
2100 STENMARK  
(WESTERN) DRIVE

A: LICENSE AREA  
B: LICENSE AREA  
C: LICENSE AREA  
D: LICENSE AREA

F: 684 SF  
 684 SF  
 x .10 =  
 \$68.40/MO

E: 5,600 SF  
 G: 1,600 SF  
 H: 1,325 SF  
 I: 3,915 SF  
 J: 4,950 SF  
 17,390 SF  
 x .05 =  
 \$869.50/MO

ATTACHMENT 1



K: 21,687 SF  
 L: 296 SF

21,983 SF  
 x .10 =  
 \$2,198.30/MO

M: 4,514 SF  
 x .05 =  
 \$225.70/MO



2100 STENMARK  
 (WESTERN) DRIVE

ADDITIONAL  
 LICENSE AREA  
 68.40  
 869.50  
 2,198.30  
 225.70  
 \$3,361.90

ATTACHMENT 2

EXHIBIT B

Scope of Work

- Building 87/Quonset Hut: debris removal, sweeping, gravel placement, grounds preparation and pallet rack installation.
- Waterfront Operations Building 76: debris removal, board up and staircase removal.
- Pier: Steel plate fabrication and installation.
- Pier Building 118: secure, debris removal, patching and painting.
- Building 1, Winhaven Warehouse, Bay 1: sweeping loading dock and Bay, debris removal; Bay 3 debris removal, repair to roll-up door Mezzanine: replace missing exterior door, debris removal and sweeping.
- Building 18: debris removal and sweeping.
- Building 17: roof replacement, debris removal and pallet rack installation.

EXHIBIT C

Work Schedule

All work identified in Exhibit B is to be completed by December 31, 2016.

EXHIBIT D

Base Rent Schedule

Year 1: 12/1/16 – 11/30/17: \$3,361.90/month = Base Rent.

Year 2: 12/1/17 – 11/30/18: \$3,462.76/month = \$3,361.90/month plus 3% rent increase (\$100.86)

Year 3: 12/1/18 – 11/30/19: - \$3,566.64/month = \$3,462.76/month plus 3% rent increase (\$103.88)

## EXHIBIT E

### Cost Spreadsheet

- \$3,900.00 – Building 87/Quonset Hut: debris removal, sweeping, gravel placement, grounds preparation and pallet rack installation.
- \$1,200.00 – Waterfront Operations Building 76: debris removal, board up and staircase removal.
- \$1,400.00 – Pier: Steel plate fabrication and installation.
- \$1,060.00 – Pier Building 118: secure, debris removal, patching and painting.
- \$4,060.00 – Building 1, Winhaven Warehouse, Bay 1: sweeping loading dock and Bay, debris removal; Bay 3 debris removal, repair to roll-up door Mezzanine: replace missing exterior door, debris removal and sweeping.
- \$1,400.00 – Building 18: debris removal and sweeping.
- \$4,400.00 – Building 17: roof replacement, debris removal and pallet rack installation.

TOTAL: \$17,420.00 in Recoverable Costs

EXHIBIT F

City of Richmond Insurance Requirements for Lessees

**City of Richmond - Insurance Requirements – Type 4:  
Leases of City Property**

In all instances where LESSEE or its representatives will be leasing or using City of Richmond (City) property for an extended period, the City requires the following minimum insurance requirements and limits.

LESSEE shall procure and maintain for the duration of the contract or lease agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the LESSEE's, its agents', representatives', employees' or vendor's use of the premises. **Maintenance of proper insurance coverage is a material element of the contract or lease agreement. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

LESSEE agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, LESSEE shall look solely to its insurance for recovery. LESSEE hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either LESSEE or CITY with respect to the services of LESSEE herein, a waiver of any right to subrogation which any such insurer of said LESSEE may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsement, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance (if applicable), shall be received and approved by the City **before occupancy may occur**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of the Lease.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of LESSEE.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsements for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability (for LESSEE's with employees).
5. Original and Separate Waiver of Subrogation for Workers' Compensation Insurance (if applicable).
6. Property insurance against all risks of loss to tenant improvements, betterments and contents.

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If LESSEE is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If Lessee is a sole proprietor (has no employees) then Lessee must sign "Contractor Release of Liability" found at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
General Liability (primary and excess limits combined)	<b>\$2,000,000</b> per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate)</b> .  Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the LESSEE, its employees, agents or others with LESSEE's permission.  Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<b>City of Richmond - Insurance Requirements – Type 4: Leases of City Property</b>
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Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.
Property Insurance – Only applicable to leases of City property involving tenant improvements, betterments and contents	<b>Total value of all tenant improvements, betterments, and contents.</b>  The City of Richmond shall be named as loss payee as its interest may appear. The insurer shall waive all rights against City.

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability Coverage.  The City of Richmond, its officers, officials, employees, agents and volunteers are to be covered as insureds for all liability arising out of ownership, maintenance or use of that part of the premises leased or used by the LESSEE.
Primary and Noncontributory	The LESSEE's insurance coverage must be primary as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the LESSEE, shall be excess of the LESSEE's insurance, and shall not contribute with it.
A. M. Best Rating	A:VII or Better. If the A.M. Best Rating falls below the required rating, LESSEE must replace coverage immediately and provide notice to City.
Waiver of Subrogation Endorsement Form	LESSEE's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract.  SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the LESSEE shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.  LESSEE is responsible for satisfaction of the deductible and/or self-insured retention for each loss.

**Umbrella/Excess Liability Policies**

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

**Sublets**

LESSEE shall not sublet the premises without the advance written consent of the City. Sublessees shall be subject to all of the requirements stated herein. Sublessee(s) must furnish to the City for review and approval, separate certificates and endorsements.

LESSEE agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either LESSEE or any sublessee(s) to take out or maintain the required insurance policies. The fact that insurance is obtained by LESSEE, and/or LESSEE's Sublessees, will not be deemed to release or diminish the liability of LESSEE, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from LESSEE or any third party will not be limited by the amount of the required insurance coverage.

**City of Richmond - Insurance Requirements – Type 4:  
Leases of City Property**

**Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City before LESSEE may occupy the premises. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

**Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.**

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, Lessee must mail the original certificates and endorsements to Designated Project Manager once faxed.

**Continuous Coverage**

LESSEE shall maintain the required insurance for the life of the contract or lease agreement. Should the LESSEE cease to have insurance as required during this time, LESSEE's right to use or occupy the premises may be rescinded. In the event that LESSEE fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests including but not limited to termination of the contract or lease agreement, eviction, or other actions as the City deems appropriate.

If LESSEE's use or occupancy of the premises extends beyond the expiration dates of the required insurance policies initially approved by the City, LESSEE must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

**Cancellation**

LESSEE shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

**Reporting Requirements**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



December 7, 2016

Captain Louie Tirona  
Southern District Commander  
Richmond Police Department  
Richmond, CA, 94806

During the Month of November 2016, First Security Services maintained 128 hours per week of contracted security services. 1500-0700 hours (Mon-Fri), and 24 Hour weekend coverage.

The deployment of security at Point Molate, consist of the following service standards.

1. To monitor activity of the lower portion of the region to include the shoreline and perimeter fencing from a Mobile Position. Security personnel will also monitor all activities within the Point Molate region to include visitors and contractors during our onsite patrol hours.
2. During patrol hours First Security utilizes our FirstWatch patrolling and Incident reporting system. All site location activity tracks the movement of assigned security personnel to ensure that security expectations and contracts requirements are being fulfilled.
3. Document all contractors and visitor entry with prior approval per provided Release, Waiver of Liability and Indemnity agreement.

The reflected information is detail surrounding the security service at the Point Molate site during the month of November, 2016.

**Primary Security Personnel Assigned:**

Patrol Officers: Mussa Mohammed, Arlington Reed and Gilbert Pete  
Supervisors: Alex Treadwell and LaMeisha Reed

First Security Services personnel initiated 971 security checks within the Designated Point Molate Patrol area during November 2016.

Location	Tag	Description	Total
Admin building	042f8c27e4980	Check area for signs of intrusion or vandalism, be vigilant	80
Building 87: Performing Arts	0433cbb27e4981	Check area for signs of intrusion or vandalism, be vigilant	82
Cottage	043fd8b27e4981	Check area for signs of intrusion or vandalism, be vigilant	111
Blde 123	04509bb27e4980	Check area for signs of intrusion or vandalism, be vigilant	255
#5	0479c9b27e4981	#5	0
Winehaven Building 1	047bb4b27e4981	Check area for signs of intrusion or vandalism, be vigilant	219
#6	047ca3b27e4980	#6	0
Building 132	0499ffb27e4980	Check area for signs of intrusion or vandalism, be vigilant	108
Back of housing area	04d4ddb27e4980	Check area for signs of intrusion or vandalism, be vigilant. Check for intruders in the houses.	120
Back of housing, pole 11	04e572b27e4980	Check area for signs of intrusion or vandalism, be vigilant	0
<b>Totals:</b>			<b>971</b>



**FIRST SECURITY SERVICES**

PPO 11167  
1801 Oakland Blvd #315  
Walnut Creek, CA 94596  
Office: (925) 295-1260  
Fax: (510) 899-1444

Rich Fratus  
Branch Manager  
(510) 410-9175  
Rfratus@firstsecurityservices.com

BAS.1



## FIRST SECURITY SERVICES

PPO 11167

1801 Oakland Blvd #315  
Walnut Creek, CA 94596  
Office: (925) 295-1260  
Fax: (510) 899-1444

Rich Fratus  
Branch Manager  
(510) 410-9175

Rfratus@firstsecurityservices.com

### Incident Reports:

- No documented Incident reports or issues identified by Security during the Month of November 2016.
- 11/14 General directive passed along to determine forced entry in Building One. No forced entry found around perimeter.
  - Graffiti reported on the interior of the building, no determination made on timeline of the reported graffiti. (Abatement team dispatched).
- UST Monitoring Report- Vandalism observed on UST 1, 18 and 19 vents

### Administrative Action Take:

- Branch Manager Rich Fratus attended Pt. Molate council meeting for general introduction purposes.

### Site Environmental Concerns:

#### Environmental Clean Up

- Relayed No Driving directives on IR Site (3) and shoreline area due to state regulators native grass grow initiative.

# Point Molate Caretakers Report

November 2016

**Tim Higaes**  
Director of Infrastructures and Maintenance Management  
#6 13<sup>th</sup> Street  
Richmond, Ca. 94801

**Craig K. Murray, SR/WA**  
Pt Molate Community Advisory Committee Staff Liaison  
Development Project Manager II  
Successor Agency, Engineering Department  
450 Civic Center Plaza, 2nd Floor  
Richmond, CA 94804-1630

**Milt Rayford**  
Facility Maintenance Superintendent  
City of Richmond / Public Works Dept.  
# 6 13<sup>th</sup> Street  
Richmond, CA 94801  
Main Office: 510-231-3010

**Cornell Hughes**  
City of Richmond Electrical Supervisor  
#6 13<sup>th</sup> street  
Richmond, Ca. 94801  
510-231-3033

**Willy Agnew**  
City of Richmond, Point Molate Caretaker  
2600 Stinemark Dr.  
Point Molate, Ca.

Willy reported a cutting torch is being used to cut up and remove various metal racks without a fire extinguisher or water near-by.

Access to Site 3 was blocked by barricades.

Notes below from Willy on Nov 15<sup>th</sup>, 2016:

Please find attached photos relating to entrances vandals use to graffiti the Wine Haven.

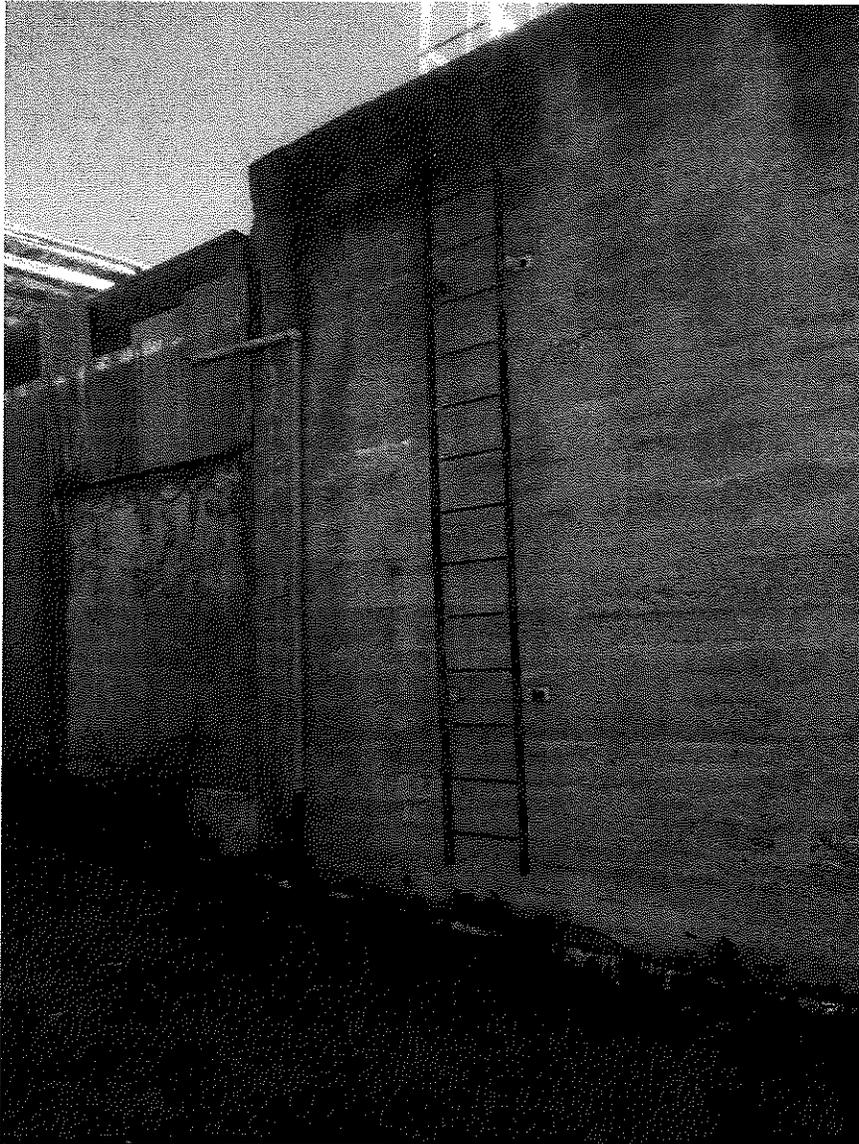
(Photo 1)The ladder on the end of the Wine Haven must be secured as it is the primary entrance for trespassers.

0A7.1

(Photo 2) The four windows in the back of the Wine Haven also need to be secured as they are a likely secondary entrance but will become a primary entrance when the ladder is secured.

(Photo 3) I've boarded up the main entrance between the Wine Haven and Building 10.

Thanks, Willie







BA7.4

## Craig Murray

---

**From:** Greg Hardesty  
**Sent:** Wednesday, November 16, 2016 2:23 PM  
**To:** Jonathan Lal; Mark Maltagliati  
**Cc:** Craig Murray  
**Subject:** RE: Q3 UST Monitoring Report Point Molate

Thank you Jonathan

Greg Hardesty  
Parks & Landscaping Superintendent  
City of Richmond, Ca  
Dept. of Infrastructure Maintenance & Operations Parks & Landscaping Division Office 510-620-6920 Fax 510-231-3072

-----Original Message-----

**From:** Jonathan Lal [<mailto:jonathan@pacificsitemanagement.com>]  
**Sent:** Wednesday, November 16, 2016 1:59 PM  
**To:** Greg Hardesty; Mark Maltagliati  
**Subject:** RE: Q3 UST Monitoring Report Point Molate

Hey Greg and Mark,

Please note that this week we will be focusing on clearing the drains on the tanks listed in the email below. We will clear the drains of any debris. I also wanted to let you know that next week we will be working a shorter week because of Thanksgiving. Thus next week, the week of 11/21 instead of coming out on Thursday and Friday we will be coming out on Tuesday. The lost day of work from next week will be made up for this Friday by having two crews on site. One crew will deal with the drainage cleaning and the other crew will start removing dead brush along Range Road.

Please let Terraphase know and feel free to ask me any questions.

Thank You

Jonathan Lal | Account Manager  
Pacific Site Management  
Office: 510.223.6597  
Cell: 510.224.8787  
Address: PO Box 57, Pinole, CA 94564  
e: [jonathan@pacificsitemanagement.com](mailto:jonathan@pacificsitemanagement.com)  
w: [pacificsitemanagement.com](http://pacificsitemanagement.com)

-----Original Message-----

From: Greg Hardesty [[mailto:Greg\\_Hardesty@ci.richmond.ca.us](mailto:Greg_Hardesty@ci.richmond.ca.us)]

Sent: Friday, November 4, 2016 6:16 PM

To: Jonathan Lal <[jonathan@Pacificparks.com](mailto:jonathan@Pacificparks.com)>; Jonathan Lal <[jonathan@Pacificparks.com](mailto:jonathan@Pacificparks.com)>

Subject: Re: Q3 UST Monitoring Report Point Molate

See below

Greg Hardesty

Parks & Landscaping Superintendent

City of Richmond, Ca.

Dept. of Infrastructure Maintenance & Operations Parks & Landscaping Division Office 510-620-6920 Fax 510-231-3072

Sent from my iPhone

On Nov 4, 2016, at 5:47 PM, Craig Murray <[Craig\\_Murray@ci.richmond.ca.us](mailto:Craig_Murray@ci.richmond.ca.us)> wrote:

Capt. Tirona

Rich Fratus, First Security

Milt/Cornell/Willie/Victor

Please see comment that there has been vandalism observed on UST 1, 18, 19 vents.

UST 18, 19 are above the Beach Park and UST 1 is on edge of bluff looking down on Pier.

Report and map is enclosed.

-----  
Greg

Mark

Please address vegetation mgt. issue with City contractor Pacific Site

Mgt.: Loose vegetation and sediment have accumulated near the French drain outlets at a number of USTs including: 1, 3, 4, 7, 10, 11,12 ,19 ,20. The accumulated sediment and loose vegetation should be removed.

Report and Map enclosed.

Please advise forces at Pt Molate.

Thanks.

CKM

From: Tomer Schetrit [<mailto:tomerschetrit@terraphase.com>]

Sent: Friday, November 04, 2016 4:49 PM

To: Craig Murray

Cc: Carlos A. Privat; William Carson

Subject: Q3 UST Monitoring Report Point Molate

Hi Craig,

Please find attached Q3 UST monitoring report for Point Molate. Please review and provide any comments by November 14 so that we can send to the RWQCB in a timely manner.

There are a number of issues that are outlined in the report that should be addressed by City crews if possible:

- . The vents on USTs 1, 18 and 19 show minor indications of vandalism and are in need of repair

- . Loose vegetation and sediment have accumulated near the French drain outlets at a number of USTs including: 1, 3, 4, 7, 10, 11,12 ,19 ,20. The accumulated sediment and loose vegetation should be removed.

Please feel free to contact me with any questions.

Thanks

Tomer

Tomer Schetrit, P.E.  
Senior Project Engineer  
Terraphase Engineering Inc.  
1404 Franklin Street, Suite 600  
Oakland, California 94612

[tomerschetrit@terrphase.com](mailto:tomerschetrit@terrphase.com)<<mailto:tomerschetrit@terrphase.com>>  
510-645-1850 x50 (office)  
650-793-5686 (cell)  
510-380-6304 (fax)  
[www.terrphase.com](http://www.terrphase.com/)<<http://www.terrphase.com/>>

<qmr-3-Q2016-UST-complete\_draft.pdf>



84-10.1

<b>Point Molate Community Advisory Committee</b>			
<b>PMCAC Meeting Schedule - 2017</b>			
<u>Mtg #</u>	<u>Day of the Week</u>	<u>Date</u>	<u>Location</u>
68	Monday	January 9 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
69	Monday	February 13 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
70	Monday	March 13 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
71	Monday	April 10 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
72	Monday	May 8 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
73	Monday	June 12 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
74	Monday	July 10 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
75	Monday	August 14 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
76	Monday	September 11 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
77	Wednesday	October 11 2017	Richmond Room, 450 Civic Center Plaza, 1st Floor
78	Monday	November 13 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level
79	Monday	December 11 2017	Multi Purpose Room, 440 Civic Center Plaza, Lower Level



# Point Molate Community Advisory Committee

## Function

- [Resolution No. 8-11](#) and [Resolution No. 51-16](#)
- The Point Molate Community Advisory Committee works with the City Council, staff and other citizen advisory boards and commissions as appropriate to provide advice and input on all Point Molate matters; that reviews proposed Point Molate development budgets with City staff; and that makes Point Molate development expenditure recommendations, in conjunction with staff, to the City Council.
- Maximum 19 members - Two year terms - Four consecutive terms limit
- Meetings are held every second Monday, 6:30 p.m. to 9:00 p.m.
- 440 Civic Center Plaza, Multi-purpose Room, Richmond, CA 94804.
- **7 Vacancies**

## Point Molate Community Advisory Committee Agenda Documents

### Agendas

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### Minutes

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Minutes can be found in the PMCAC Agenda Packets

Staff Liaison: Craig Murray (510) 307-8188;

[Craig\\_Murray@ci.richmond.ca.us](mailto:Craig_Murray@ci.richmond.ca.us)

## Committee Members and Terms:

Name	Term Begin	Term End
VACANT	06/02/2015	05/30/2017 (unexpired term; resigned by Shana Bagley Howe)
Bruce Beyaert	05/03/2011 05/19/2015	05/03/2013 05/30/2017
Bruce Brubaker - Vice Chair	05/19/2015	05/30/2017

*BA10.3*

Paul Carman

03/19/2013

05/30/2015

Charlie Duncan	06/02/2015	05/30/2017
Joan Garrett	05/03/2011 05/21/2013 06/16/2015	05/03/2013 05/30/2015 05/30/2017
Dorothy Gilbert	05/03/2011 06/04/2013 07/21/2015	05/03/2013 05/30/2015 05/30/2017
Don Gosney*	11/15/2016	05/30/2017
Jim Hanson - Chair	07/07/2015	05/30/2017
Mark Howe	06/02/2015	05/30/2017
VACANT	05/03/2011 06/04/2013 07/21/2015	05/03/2013 05/30/2015 05/30/2017 (unexpired term; resigned by Jeanne Kortz)
VACANT	09/22/2015	05/30/2017 (unexpired term; resigned by Jeff Lee)
Bob McNeil	06/02/2015	05/30/2017
Connie Portero	09/13/2016	05/30/2017
Katrinka Ruk	05/19/2015	05/30/2017

BA10.4

## Craig Murray

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**From:** Sabrina Lundy  
**Sent:** Friday, December 02, 2016 1:00 PM  
**To:** Craig Murray  
**Subject:** PMCAC Term Expirations

The info regarding PMCAC's term expirations is listed at: <http://www.ci.richmond.ca.us/2442/Point-Molate-Community-Advisory-Committe>

Let me know if you need any further explanation.

Sabrina Lundy

Assistant City Clerk | City of Richmond, City Hall, Suite 300  
450 Civic Center Plaza | P.O. Box 4046 | Richmond, CA 94804  
Direct Phone: (510) 231-3048 | Main Phone: (510) 620-6513  
Fax: (510) 620-6542 | Website: [www.ci.richmond.ca.us/clerk](http://www.ci.richmond.ca.us/clerk)

**Please Note:** *This message is being sent on a public e-mail system and may be subject to disclosure pursuant to the California Public Records Act. The City Clerk's Department is prohibited from giving legal advice, per California Business and Professions Code 6125).*



**Craig Murray**

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**From:** Jim Hanson ~~<[REDACTED]>~~  
**Sent:** Friday, November 18, 2016 10:09 AM  
**To:** Craig Murray  
**Cc:** Bruce Beyaert; Bruce Brubaker  
**Subject:** Re: Pilot Project to Remove 350 Creosote-Treated Pilings from San Pablo Bay - Bay Nature

Craig, could you share this article sent in by Bruce Beyaert with PMCAC members. It reports on the shoreline restoration project on the Pt. Molate peninsula. As discussed in a previous PMCAC meeting and confirmed by Port staff, the project is underway.

Thank you in advance,

Jim

On 11/18/2016 9:03 AM, Bruce Beyaert wrote:

Jim,  
FYI, attached is the Bay Nature article *Pilot Project to Remove 350 Creosote-Treated Pilings from San Pablo Bay* at an old "Red Rock Warehouse" north of Point San Pablo. The article also states "Already in the planning stage is a site with 2,500 pilings at the Terminal 4 wharf in Richmond, not far from the Red Rock warehouse project."

Bruce

-----  
Bruce Beyaert  
[pointsanpablo@earthlink.net](mailto:pointsanpablo@earthlink.net)  
tel./fax 510-235-2835  
<http://www.pointrichmond.com/pointsanpablo/>

<http://baynature.org/article/pilot-project-remove-350/>

## Pilot Project to Remove 350 Creosote-Treated Pilings from San Pablo Bay



An estimated 33,000 creosote-treated pilings stand—or, more often, partially stand—along the shore of the Bay, leaching toxins into the water that cause birth deformities in Pacific herring. The pilings are the derelict remnants of piers, wharves, warehouses, and more from as long ago as the 1800s. Starting this fall and continuing in to the

winter, California's State Coastal Conservancy (SCC) will remove the first batch of pilings from the San Pablo Bay shoreline just north of Point San Pablo in Richmond.

The pilot project will remove 350 pilings and a collapsing creosote-treated deck adjacent to the old Red Rock warehouse, which was built in 1938. The site was chosen based on various criteria, among them the potential for successfully restoring eelgrass and other native habitats there, as well as providing structures for spawning Pacific herring.

According to Bodega Marine Laboratory studies, when herring lay their eggs on the creosote pilings, as opposed to another hard structure, the offspring die or are deformed from exposure to the hundreds of chemical compounds found in the petroleum byproduct. Pacific herring are important to the Bay ecosystem and local fisheries. Improving their habitat in the Bay is part of the San Francisco Bay Subtidal Habitat Goals, set by regional agencies in 2011 in an effort to restore the health of the Bay and its native species.

Once the pilings and debris are removed, they'll be dried and disposed of in landfills for non-hazardous waste. Restoration work at Point San Pablo will begin after the spawning season in the spring of 2017, and include experimenting with different structures and native plantings. "We're learning about the best approach for subtidal restoration," says Marilyn Latta, project manager with the SCC. "There's a large team that's worked on living shorelines, and we're gaining firsthand knowledge by testing it out."

The \$2 million pilot project, supported by a grant from the National Fish and Wildlife Foundation, is the first of what the SCC and partners hope will be many such removal and restoration projects. Already in the planning stage is a site with 2,500 pilings at the Terminal 4 wharf in Richmond, not far from the Red Rock warehouse project.

Bay Nature publisher David Loeb reflects on what makes America truly great.

Stewardship



by Victoria Schlesinger | November 4, 2016

**City of Richmond – POINT MOLATE COMMUNITY ADVISORY COMMITTEE  
Multi-Purpose Room  
440 Civic Center Plaza**

**PROPOSED MINUTES  
Wednesday, October 12, 2016, 6:30 PM**

**1. Call to Order**

Chair Jim Hanson called the meeting to order at 6:33 pm.

**2. Roll Call**

Present: Committee Members: Bruce Beyaert, Bruce Brubaker, Paul Carman, Charles Duncan, Joan Garrett, Dorothy Gilbert, Jim Hanson, Mark Howe, Bob McNeil, Connie Portero

Absent: Katrinka Ruk

Staff Present: Craig K. Murray, Staff Liaison, Development Project Manager II; Gayle McLaughlin, City Council Liaison; Shanita Harris, Administrative Aide, DIMO Department

**3. Welcome and Meeting Procedures**

Chair Hanson presented standard procedures.

**4. Agenda Review and Adoption**

Motion to remove the review of the minutes for changes and deletion of consent calendar

**Action:** Committee approved (M/S Brubaker/Duncan 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker, Carman, Duncan, Garrett, Gilbert, Hanson, Howe, McNeil, Portero

NOES: None

ABSENT: Ruk

ABSTAIN: None

**5. Announcements Through the Chair**

- Introduction of new PMCAC Member Connie Portero
- Jim Hanson formally accepted nomination as Chair
- Hanson reported audio issues to Craig Murry –Murray reported that Bob McNeil agreed to fund a telephonic system and is waiting to hear back from our IT Department for approval
- Garrett apologized for her behavior on September's meeting

**6. Open Forum**

- Cordell Hindler –gave us 3 minutes of music

**7. Presentations, Discussion and Action Items**

- a. Discussion: Weekly and monthly remediation progress report out with Terraphase - Bill Carson, Principal, Terraphase gave monthly report for August 2016 and Wetland Mitigation Project update. Review audio for details.
- b. Discussion: Nichols Consulting Engineers Contract – Craig K. Murray, Development Project Manager II of DIMO  
Motion to recommend to Council to terminate Nichols Consulting Engineers contract immediately  
**Action:** Committee approved (M/S Howe/Beyaert 9-1-1-0) to adopt the motion.

AYES: Beyaert, , Carman, Duncan, Garrett, Gilbert, Hanson, Howe, McNeil, Portero

NOES: Brubaker

ABSENT: Ruk

ABSTAIN: None

- Chair recommend Craig Murray authorize Bill to provide a summary of deed restrictions for Pt. Molate on a map
- c. Discussion: Richmond Boathouse, Waterside Program – Daniel McGlynn and Amber Rich, Executive Director
- A presentation was presented to introduce the Waterside Program to the PMCAC
  - Cordell Hindler complemented the program
- d. Discussion: Pt Molate Land Use Designation Community
- Gayle McLaughlin gave a brief presentation to introduce plan for community meetings

Motion to form a sub-committee to develop the public meeting regarding Pt. Molate

**Action:** Committee approved (M/S Carman/Garrett 8-0-1-2) to adopt the motion.

AYES: Brubaker , Carman, Duncan, Garrett, Gilbert, Hanson, McNeil, Portero

NOES: None

ABSENT: Ruk

ABSTAIN: Howe, Beyaert

- Volunteers for the subcommittee are Hanson, Portero, Beyaert and Carman
- e. Discussion: Vegetation Management and Very High Fire Severity Zone – Jim Hanson

Motion to extend meeting to 9:15

**Action:** Committee approved (M/S Hanson/Beyaert 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker , Carman, Duncan, Garrett, Gilbert, Hanson, Howe, McNeil, Portero

NOES: None

ABSENT: Ruk

ABSTAIN: None

Motion to move items 8, 9, and 10 to next meeting

**Action:** Committee approved (M/S Hanson/Beyaert 10-0-1-0) to adopt the motion.

AYES: Beyaert, Brubaker , Carman, Duncan, Garrett, Gilbert, Hanson, Howe,  
McNeil, Portero

NOES: None

ABSENT: Ruk

ABSTAIN: None

**8. Staff Reports – Motion passed to move this item to the next meeting**

*Following discussion of each item, the Committee may vote to make recommendations to staff or to the City Council.*

- a. Project Manager’s Staff Report (10 min.) – including
  1. Expenditures and balance from the Navy Escrow Fund
  2. Expenditures and balance from the General Fund
  3. Insurance Reporting filings
  4. Lease/Occupation Status for all Pt Molate users
  5. Monthly summary of security incidents
  6. Monthly summary of authorized entries
  7. Caretaker Summary
  8. Beach Park
  9. IR Site 3 Remediation and Abatement Project
  10. Other –

**9. Consent Calendar: Motion passed to move this item to the next meeting**

*Items on the consent calendar are considered matters requiring little or no discussion and will be acted upon in one motion*

APPROVE – PMCAC meeting minutes of September 12, 2016 – this item has been removed for review and changes.

**10. PMCAC Report to City Council: Motion passed to move this item to the next meeting**

**11. Future Agenda Items**

- a. Project Budget and Calendar Review
- b. Pt. Molate National Historic District
- c. Public Outreach
- d. Bike Skills Park
- e. Bay Trail/Pt San Pablo Peninsula

**12. City Council Liaison Reports:**

- a. Report by Councilmember McLaughlin regarding recent issues in Richmond relevant to the Advisory Committee.
- b. PMCAC appointment status – TBD

**13. Chair and Sub-Committee Reports**

*Following discussion of each item, the Committee may vote to make recommendations to staff or to the City Council.*

- a. Clean-Up and Restoration (3 min.)
- b. Parks and Open Space (3 min.)
- c. Legal (3 min.)
- d. Finance (3 min.)
- e. ULI Ad Hoc Committee
- f. Chair (2 min.)
  - 1. Identification of pending schedule conflicts
    - a.

**14. Adjournment of PMCAC regular meeting**

Hanson moved to adjourn the meeting at 9:03 p.m. seconded by Howe; passed unanimously. Meeting adjourned at 9:03 p.m.

**SCHEDULED MEETINGS**

Committee Meeting - Monday, November 14, 2016, 6:30 pm.

This meeting is held in a building that is accessible to people with disabilities. Persons with disabilities, who require auxiliary aids of services using city facilities, services or programs or would like information of the city's compliance with the American Disabilities Act (ADA) of 1990, contact: Rochelle Monk, City of Richmond (510) 620-6511 (voice).

Minutes respectfully submitted by:

\_\_\_\_\_  
Craig K. Murray, PMCAC Staff Liaison

## Craig Murray

---

**From:** Butt, Andrew <Andrew.Butt@intres.com>  
**Sent:** Tuesday, November 22, 2016 10:06 PM  
**To:** TRAC  
**Cc:** Whitney Dotson; Bruce Brubaker; Nancy Strauch; Bastin, Donald; Claudia Garcia; Sean Dougan; Suzanne Wilson; Ryan Shafer; Craig Murray; Jim Hanson; Huo, Lee; Armour, Cynthia  
**Subject:** Re: MTC Approved Contract for Construction of Point Molate Bay Trail from Castro & Tewksbury to Stenmark Drive

Wow that's big news! Very exciting. Thanks for sharing Bruce.

Sent from my iPhone

On Nov 22, 2016, at 9:45 PM, TRAC <[tracbaytrail@earthlink.net](mailto:tracbaytrail@earthlink.net)<<mailto:tracbaytrail@earthlink.net>>> wrote:

TRAC,  
Very good news in attachment. On Nov, 10, the MTC authorized the award of a \$27.2 million contract to O.C. Jones and Sons to construct both a third eastbound lane on Interstate 580 from the Sir Francis Drake Blvd. on-ramp in Marin County to the Richmond Parkway/ Point Richmond exit in Contra Costa and a barrier-separated bicycle/pedestrian adjacent to westbound Interstate 580 from the Tewksbury Avenue/Standard Avenue intersection in Point Richmond to Stenmark Drive near Point Molate.

Bruce

-----  
Bruce Beyaert, TRAC Chair  
[tracbaytrail@earthlink.net](mailto:tracbaytrail@earthlink.net)<<mailto:tracbaytrail@earthlink.net>>  
tel./fax 510-235-2835  
<http://www.poinrichmond.com/baytrail/>  
<http://www.ci.richmond.ca.us/109/TRAC>  
Photos: <https://sfbaytrailinrichmond.shutterfly.com/pictures/5> .

<MTC ApprovesContract For RSR Bridge Improvement Project.pdf>

1/a.2

**News**  **Bay Bridge East Span's Bicycle and Pedestrian Path Now Reaches Yerba Buena Island**

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**TOP STORIES**

## **Committee Approves \$27 Million Contract For Richmond-San Rafael Bridge Improvement Project**

4

1



([http://mtc.ca.gov/sites/default/files/images/R-SR\\_bridge-090901139a-crop%20%282%29.jpg](http://mtc.ca.gov/sites/default/files/images/R-SR_bridge-090901139a-crop%20%282%29.jpg))

**Contact:** John Goodwin

The Metropolitan Transportation Commission (MTC)'s Bay Area Toll Authority Oversight Committee today authorized the award of a \$27.2 million contract to O.C. Jones and Sons Inc. of Berkeley, Calif., to construct both a third eastbound lane on Interstate 580 from the Sir Francis Drake Blvd. on-ramp in Marin County to the Richmond Parkway/ Point Richmond exit in Contra Costa and a barrier-separated bicycle/pedestrian adjacent to westbound Interstate 580 from the Tewksbury Avenue/Standard Avenue intersection in Point Richmond to Stenmark Drive near Point Molate. The committee also approved a \$5.6 million contingency fund to cover any changes in the work that may be necessary

Approval of the contract with Berkeley, Calif.-based O.C. Jones and Sons clears the way for construction to begin by the end of November. The third travel lane on eastbound Interstate 580 is slated for completion within 200 working days of the start of construction. Two future contracts will be required to extend the bicycle/pedestrian path across the Richmond-San Rafael Bridge and to complete connections to existing Bay Trail segments on the Marin County side of the bridge. MTC has budgeted a total of \$73.6 million for the three Interstate 580 Access Improvement Projects.

MTC is the regional transportation planning, financing and coordinating agency for the nine-county San Francisco Bay Area.

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11D.4

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## **Metropolitan Transportation Commission**

*MTC is the transportation planning, financing and coordinating agency for the nine-county San Francisco Bay Area.*

MTC is committed to operating its programs and services in accordance with federal, state and local civil rights laws and regulations. The following MTC programs are designed to ensure compliance:

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Public Participation Plan (</about-mtc/public-participation/get-involved/public-participation-plan>)

Limited English Proficiency Plan (</about-mtc/public-participation/get-language-assistance>)

## **Contact Us**

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TTY/TDD number: 415-778-6769  
[info@mtc.ca.gov](mailto:info@mtc.ca.gov) (<mailto:info@mtc.ca.gov>)

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11.5.6

## FRIENDS OF POINT MOLATE ACTIVITY REPORT FOR NOVEMBER 2016

### BEACH PARK

The intensive weed-whacking, mowing, and hand pulling of invasive plants at the beach park over this past year has really paid dividends. The beach park grass has never looked better. After weeks of steady rain, there are only sparse patches of ox-tongue, mustard, plantain, cat's ears, and other invasive weeds which had been pervasive on the park's grass. Many weeks ago, a cedar tree lost a limb. The limb remains hanging precariously, and there has been caution tape around the tree ever since.



*P Carman*

### WORK AT THE SOUTH DRAINAGE AREA

Friends raked and cleared debris on top of the spring south of the beach park. Joe Puleo cut away branches and limbs. Large amounts of pine needles were removed from the pools. Volunteers singed Erodium sprouts with the torch, and others hand pulled broom. The result, after the rains, has been a running brook and waterfall. There is a great opportunity for now for this to become a frog habitat- possibly with the assistance of a small dam.



*Courtesy Tom Gehling*

While working at the spring, volunteers spotted a ring-neck snake.



*Courtesy Tom Gehling*

## **OBSERVATIONS AND TIDBITS**

1. The volunteers voiced concerns about the effectiveness of the new wetland area. It does not appear to be collecting water. One opinion was that it was too large for a purely fresh water wetland. It is almost as large as the pond across from Chevron gate 71, which is bay water/fresh water mix.



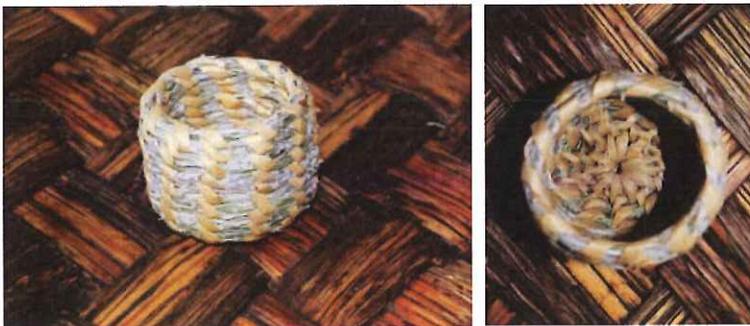
*P Carman-new wetland and pond comparison*

2. Thank you for Parks and Recreation staff member Victor Mejia for agreeing to take the lead on having the volunteers large accumulated debris pile hauled away.
3. Tony Brake and two other Audubon members were doing a bird spotting survey on Sunday December 4<sup>th</sup>.



*P Carman*

4. Jim McKissock is a master at Native American basket weaving. He made this little tobacco basket from Cudweed collected from the parking lot at Point Molate.



**COMMUNITY MEMBERS WHO HAVE CONTRIBUTED THEIR TIME THIS MONTH** Jim McKissock, Dorothy Gilbert, Charles Smith, Joe Puleo, Tom Johnson, Tom Gehling, Chia Hamilton, Jim Hite, Paul Carman and Mike Eichenholtz. Their combined efforts total to approximately 70-80 person-hours this month.

Paul Carman





Jim Hanson, Chairperson  
Pt. Molate Community Advisory Committee

On Fri, Nov 4, 2016 at 11:50 AM, Craig Murray <[Craig\\_Murray@ci.richmond.ca.us](mailto:Craig_Murray@ci.richmond.ca.us)> wrote:

Jim Hanson

Chair, Pt Molate Community Advisory Committee

Jim:

You mentioned to me at the last PMCAC meeting that you would like to see some particular detail in the Monthly Pt Molate Landscaping Report.

Did you get a chance to meet with and review these concerns with Greg and Mark?

Craig K. Murray, SR/WA

Development Project Manager II

City of Richmond, Successor Agency

Department of Infrastructure Maintenance & Operations (DIMO)

Pt Molate Community Advisory Committee Staff Liaison

450 Civic Center Plaza, 2<sup>nd</sup> Floor, Richmond, CA 94804-1630

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