

*City of Alexandria, Virginia*

MEMORANDUM

DATE: MARCH 17, 2001

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER *PS*

SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE A FIVE-YEAR LICENSE AGREEMENT WITH THE POTOMAC RIVERBOAT COMPANY FOR USE OF COMMERCIAL BERTH 7 AT THE CITY MARINA

**ISSUE:** Authorize the City Manager to execute a five-year license agreement (Attachment 1) with the Potomac Riverboat Company (PRC) for use of Commercial Berth 7 at the City Marina.

**RECOMMENDATION:** That City Council approve and authorize the City Manager to execute a five-year license agreement with the Potomac Riverboat Company allowing it to berth a vessel at Commercial Berth 7 at the City Marina (Attachment 2). The execution of the license agreement by the City Manager shall constitute conclusive evidence of his approval, and that of the City Attorney, of any and all changes from the license agreement, in the form presented to Council.

**BACKGROUND:** At its meeting on November 14, 2000, City Council approved an amendment to the docking operations plan to add a commercial boat slip at the City Marina (Attachment 3). The Waterfront Committee supported the recommendation to divide slip #5 into two berths, thus creating an additional slip which became slip #7. Although not required by applicable law, the City elected to use a process similar to competitive negotiation (as the City did in licensing what is now the smaller slip #5) in order to select a licensee, and an RFP for a berth license for a commercial vessel was issued December 13, 2000, by the Purchasing Division of the City of Alexandria. The RFP indicated that the slip is available for mooring purposes only.

**DISCUSSION:** In response to the Request for Proposals, the City received one proposal. An evaluation committee composed of staff members of the Department of Recreation, Parks and Cultural Activities reviewed the proposal. Based on the criteria contained in the Request for Proposal, the committee determined that the Potomac Riverboat Company presented a desirable proposal. From June through August, the vessel will use berth #7 from 10:00 pm until 12:00 pm on the following day, six days per week and from September through May, the berth will be used 24 hours per day, seven days per week. The Potomac Riverboat Company recognizes that the primary and most significant condition attached to the lease is the prohibition against using the location for the embarkation and disembarkation of passengers. PRC is currently in conversation with several boat builders regarding the construction of the vessel proposed to dock at the berth and

does not intend to build or purchase a vessel until a license agreement for a commercial berth is signed with the City.

**FISCAL IMPACT:** License revenue over the term of the five-year license would be \$43,200. For the first full year of operations, Potomac Riverboat Company offers the sum of \$600 per month (\$7,200 annual) and \$750 per month (\$9,000) in the second full year of the license and in subsequent years. The proposed charter business also will result in additional tax revenues to the City. In addition, a commercial boat that is berthed for more than 181 days per year is subject to the City's personal property tax. An estimate for the personal property tax on the boat planned to be used by the Potomac Riverboat Company can not be provided because the boat has not been constructed.

- ATTACHMENTS:**
1. Proposed license agreement between the City of Alexandria and Potomac Riverboat Company
  2. Location map of Commercial Berth 7
  3. Docket Item #12/11-14-00 to consider an amendment to the docking operations plan to add a commercial boat slip at the City Marina.

**STAFF:**

Sandra Whitmore, Director  
Recreation, Parks and Cultural Activities

Janet Barnett, Deputy Director  
Recreation, Parks and Cultural Activities

Leslie Clark, Recreation Supervisor V  
Recreation, Parks and Cultural Activities

Jack T. Pitzer, Purchasing Agent

LICENSE AGREEMENT

THIS AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of March, 2001, by and between the City of Alexandria, a municipal corporation of Virginia (the "Licensor"), and Potomac Riverboat Company, LLC (the "Licensee").

WHEREAS, Licensee intends to acquire a vessel, as more particularly described in paragraph 15 below, and desires to operate a boat service ("Service"), using such vessel, from the Alexandria Marina in the City of Alexandria, Virginia; and

WHEREAS, Licensor owns the Alexandria Marina which is suitable for docking boats; and

WHEREAS, Licensor is willing to permit Licensee to use the Alexandria Marina for docking purposes in accordance with the terms and conditions set forth below;

NOW, THEREFORE, it is mutually agreed as follows:

1. Representations. By executing this Agreement, the Licensee warrants that it shall be the legal owner of the vessel described in paragraph 15 below (the "Vessel") and is authorized to enter into this Agreement.

2. Applicability of City, State and Federal Law. This Agreement is subject to title 6, chapter 3 of the Alexandria city

code and all applicable provisions of federal, state and local law. In particular, this Agreement is subject to, and Licensee shall comply with, the criminal, fire, health and safety laws of the City of Alexandria and the Commonwealth of Virginia pertaining to the operation of the Vessel. Licensee shall permit officers and employees of the City of Alexandria charged with the enforcement of such laws to board and inspect the Vessel for the purpose of enforcing such laws.

3. Rules and Regulations. Licensee shall comply with the Rules and Regulations of the Alexandria Marina, including any amendments which may be adopted during the term of this Agreement. The current Rules and Regulations are set forth in Attachment A to this Agreement and are incorporated by reference into this Agreement as if fully set forth herein.

4. Insurance. Licensee shall provide a certificate of insurance to the Licensor that shows that Licensee and the Vessel, are covered by:

(a) property damage insurance in an amount sufficient to replace the Vessel in case of its total destruction;

(b) liability insurance in an amount not less than \$1,000,000 per person per occurrence and \$3,000,000 in the

aggregate per occurrence which insures the Licensee against claims of personal injury and property damage arising from the negligent operation of the Vessel by the Licensee or Licensee's agents and employees;

(c) insurance in the amount of not less than \$1,000,000 per occurrence which insures Licensee, regardless of fault or negligence by Licensee or any agent or employee of Licensee, against claims of damage to property of the City of Alexandria caused by (i) the operation of the Vessel by Licensee or any agent or employee of Licensee, and (ii) any casualty or event involving Licensee's Service, the Vessel, or any agent, employee, invitee or guest of Licensee; and

(d) wreck removal insurance to cover the cost of removing the Vessel if it should sink or become awash, and the Licensor shall be named beneficiary of such policy.

Licensee agrees to maintain such insurance coverage throughout the term of this Agreement, and to furnish evidence to the Licensor of such coverage prior to the effective date, and throughout the term, of this Agreement. In addition, Licensor shall be named on the liability insurance policy required by subparagraph (b) as an additional insured.

5. Indemnification. Licensee agrees to indemnify and hold harmless the Licensor and all of its officers, employees and agents from and against all suits, actions, causes of action, damages, claims, liability and expenses (including court costs and attorney's fees), and against any losses incurred by Licensor, resulting from or arising out of any act or omission of the Licensee or any of its employees, agents, invitees, licensees or guests in the course of operating, maintaining or using the Vessel while located within or approaching or departing the Alexandria Marina.

6. Waiver of Licensor's Liability. By executing this Agreement, Licensee expressly acknowledges and agrees that the Licensor and its officers and employees shall not be liable to Licensee or to any of its employees, agents, invitees, licensees or guests for any bodily injury or property damage sustained by any of them while on Licensee's Vessel or while at or on the Alexandria Marina, or for any property damage to Licensee's Vessel sustained while the Vessel is in or is approaching or departing the Marina, except to the extent such injury or damage is caused by the negligence of the Licensor or its officers or employees.

7. Grant and Term of License.

(a) This Agreement grants non-exclusive permission for the Licensee to operate, on a regular basis, a Service using the Vessel from the Alexandria Marina for the term of this Agreement.

(b) Licensee shall be permitted to berth at Commercial Berth 7, Torpedo Factory North Pier ("Berth"). The Berth may be used for vessel mooring and ancillary purposes only and may not be used for embarkation or disembarkation of passengers.

(c) The term of this Agreement shall commence on the earlier of (i) the date stated by Licensee in a written notice to Licensor as the date Licensee intends to initially occupy the Berth, which written notice shall be delivered to Licensor at least thirty (30) days prior to the date stated therein, or (ii) January 1, 2002 ("Commencement Date") (or on such other date to which Licensor and Licensee agree), and shall continue for a period of five (5) years thereafter.

(d) Notwithstanding anything to the contrary contained in this Agreement, Licensor may use the Berth or permit third parties to use the Berth until the Commencement Date, on such terms as Licensor deems appropriate, in the exercise of its sole discretion.

8. Special Conditions of License.

(a) Commuting Restriction. No voyage commencing before 9:30 a.m. on Monday through Friday of any week shall discharge passengers at any place other than the Torpedo Factory North Pier. The parties expressly agree that this condition is intended to prevent use of the Service or the Vessel for commuting purposes.

(b) Hours of Use of Berth. From June through August, the Berth may only be used (i) for 14-hour maximum docking from 10:00 p.m. until 12:00 noon on the following day, starting on Monday at 10:00 p.m. and ending on Sunday at 12:00 noon, and (ii) for 38-hour maximum docking starting on Sunday at 10:00 p.m. and ending on Tuesday at 12:00 noon. Licensee may, with the approval of the dockmaster, vary the days of the week during which the Berth may be used for a continuous 38-hour period, as provided in subsection (ii) above, provided that unless otherwise approved by the dockmaster for an appropriate license fee there shall be only one such 38-hour period during each week. From September through May, the Berth may be used 24 hours per day, seven (7) days per week.

(c) Embarkation and Disembarkation. Passenger embarkation and disembarkation shall be permitted only at such locations at the Alexandria Marina, other than the Berth, as are

determined to be available, and are approved, by the dockmaster. Nothing contained in this Agreement shall be deemed to require Licensor to furnish to Licensee any location at the Alexandria Marina for embarkation or disembarkation of passengers.

Notwithstanding the provisions of any other agreement for the use of a commercial berth at the Alexandria Marina, upon the agreement of the dockmaster, on behalf of Licensor, and the other party to such other agreement, Licensee may use the commercial berth which is the subject of such other agreement for embarkation or disembarkation of passengers, subject to the restrictions contained in this paragraph. In no event shall Licensee permit passengers to embark between the hours of midnight and 9:00 a.m. on the following day. The final disembarkation of passengers on each day of operation shall be no later than midnight.

(d) Trash Removal and Disposal. Licensee shall provide convenient on-board trash receptacles for use by clients of the Service and shall, at its own expense, regularly remove and dispose of all trash and debris from the operation of the Service. No trash or debris shall be deposited on any part of the Alexandria Marina by Licensee. If Licensee should fail to fulfill its obligations under this section, as determined by

Licensor and in its sole discretion, Licensor may arrange and pay for such collection of litter, debris and refuse. Licensee shall, upon demand by Licensor, reimburse Licensor for expenses incurred for such collection of refuse within 30 days of Licensee's receipt of a billing statement issued by Licensor itemizing such expenses.

(e) Navigation Hazard. Whenever Licensor shall reasonably determine that the Vessel, if berthed at the Berth, or operation of the Service from the Alexandria Marina, presents a navigational hazard Licensor shall use its best efforts to make reasonable arrangements for the Service to continue from another location at the Alexandria Marina.

(f) Refueling. Refueling operations are prohibited from taking place at the Torpedo Factory North Pier.

(g) Signs. Licensee shall not erect or maintain any sign in conjunction with or calling attention to the Service unless the sign complies with applicable provisions of the Alexandria Zoning Ordinance, and approval for such sign has been obtained from Licensor and, if applicable, the Alexandria Board of Architectural Review.

9. Renewal. This Agreement may not be renewed.

10. Annual Fee.

(a) Licensee shall pay to Licensor an annual fee for the license granted under this Agreement. The fee for the first year of the term of this Agreement shall be \$7,200.00 per year, payable at the rate of \$600.00 per month. The first such installment shall be due on the Commencement Date, and subsequent installments shall be due on the same date of each month thereafter. For each year of the term thereafter the Licensee shall pay to the Licensor an annual fee of \$9,000.00, payable at the rate of \$750.00 per month. Licensee shall not be entitled to any reduction in the license fee in the event the Berth is not occupied by the Vessel or Licensee does not conduct the Service from the Alexandria Marina.

(b) If Licensee fails to pay any installment in full within ten calendar days of the installment's due date, Licensee shall be liable for a penalty, equal to 10 percent of said installment, plus interest, based upon the amount unpaid and a rate of 10 percent per annum (compounded annually), from the due date. Any such penalty and interest shall be due at the next installment due date.

11. Waterfront Events. Use of the Berth and the Alexandria Marina shall be dependent upon the scheduling by Licensor of waterfront upkeep and maintenance activities, dredging

activities, pier construction, repair and renovation activities, any other waterfront construction and harbor improvement activities, and any emergency repairs or events that restrict access of the Vessel to the Berth or the Alexandria Marina (collectively, "Waterfront Events"). If a Waterfront Event requires the moving of the Vessel, Licensor will attempt to locate another docking location for Licensee but if Licensor fails to do so, then Licensee shall be responsible for finding an alternate docking location. If a Waterfront Event renders Licensee unable to use the Alexandria Marina for the purpose of embarking or disembarking passengers, Licensor will use its best efforts to locate an alternate docking facility suitable for loading and discharging passengers. For each day in excess of two (2) per calendar month between May 1 and October 1 of any year of the term of this Agreement that Licensee is unable to use a docking location at the Alexandria Marina during normal hours of operation because of a Waterfront Event, Licensee shall be entitled to the pro rata reduction of its monthly payment of the license fee.

12. Assignment. This Agreement may not be assigned by the Licensee without the consent of Licensor.

13. Termination.

(a) In the event that Licensee violates any of the terms of this Agreement, Licensee shall be considered in default. If such default continues for 30 days after Licensee has received written notice of the default, then this Agreement may be terminated, effective immediately, by Licensor. Notwithstanding the above, Licensor shall have the right to terminate this Agreement, effective immediately, in the event Licensee shall be adjudicated a bankrupt, or if a receiver is appointed in a legal proceeding of any kind to take possession of the assets of Licensee, or if any creditor of Licensee shall seize, take possession of or foreclose upon the Vessel.

(b) In addition to the foregoing, Licensor may terminate this Agreement by passage of a resolution by the City Council of the City of Alexandria to that effect, in the exercise of its sole discretion. Upon passage of such a resolution, Licensor shall provide to Licensee written notice of such resolution and termination of this Agreement, at least thirty (30) days before the effective date of such termination.

(c) In the event of termination of this Agreement by Licensor, Licensor shall not be obligated to Licensee for anticipatory profits or any costs incurred by Licensee in

vacating the Berth and ground based support facilities used in the performance of this Agreement.

14. Removal. If this Agreement is terminated, the Vessel shall be immediately removed from and cease utilizing the Alexandria Marina and any alternate docking facility owned by Licensor. If it becomes necessary for Licensor to remove or cause the removal of the Vessel through any legal proceeding, or otherwise, then the Licensor shall be entitled to recover all costs incurred in conjunction with such proceeding, including attorney's fees, from the Licensee and any successor in interest in ownership or possession of the Vessel, and such liability shall be joint and several.

15. Vessel. The Vessel to be acquired by Licensee and berthed under this Agreement shall not exceed 65 feet in length, 25 feet in width, and 25 feet in height, and shall carry a maximum of 149 passengers. The Vessel shall be owned or leased by Licensee. The Vessel shall be of a type and design which are consistent with use for seasonal tours, cruises, tourist shuttles or charters, as reasonably determined by the dockmaster. The Vessel shall be placed in Service within one (1) year of the date of full execution of this Agreement. Subsequent to the acquisition of the Vessel, in the event Licensee wishes to

replace the Vessel with another vessel during the term of this Agreement, it may do so, provided the following conditions are met: (i) the replacement vessel is no larger in size than the Vessel, (ii) Licensor consents to the replacement, and (iii) Licensor and Licensee agree upon an annual fee, to replace the fee defined in subparagraph 10(a), solely to reflect any increase or decrease in the value of the replacement vessel over the value of the Vessel. If these conditions are met, the replacement vessel shall, for purposes of this Agreement, be considered the Vessel.

16. Parking. Licensee shall take all reasonable efforts to advise passengers of the Service to avoid on-street parking in the City, including, without limitation, providing passengers and their agents with maps and directions to off-street parking facilities in the City and making such maps and directions available at Licensee's office and on any vessels used under this Agreement. Licensee shall also consider in good faith Licensee's participation in programs that call for retailers in Old Town Alexandria to provide financial incentives to their customers to use off-street parking facilities.

17. Utility and Service Costs. Licensee shall pay the cost of bringing or otherwise making available any utility service to

the Vessel, the cost of submetering any service providing utilities to the Vessel, and the cost of all utilities, with the exception of water, consumed or utilized by the Vessel. Licensor shall provide Licensee with invoices for monthly utility usage, and Licensee shall pay such invoices or reimburse Licensor for such invoices, as the case may be, within 30 days of receipt. Notwithstanding the foregoing, Licensee shall arrange with Virginia Electric and Power Company to separately meter any electric service made available to the Vessel (the cost of making such electric service available to the Vessel to be paid by Licensee, as provided above) and to bill Licensee directly for any electric service consumed or utilized by the Vessel.

18. Cooperation and Noninterference. Licensee acknowledges that the Berth is located immediately adjacent to Commercial Berth 5, Torpedo Factory North Pier (the "Adjacent Berth"). To facilitate simultaneous use of the Berth and the Adjacent Berth, Licensee agrees that it shall use the Berth, and operate the Service from the Alexandria Marina, in a manner which will not unreasonably interfere with the use of the Adjacent Berth by any party granted a license or other permission by Licensor to use such Adjacent Berth. Licensee further agrees to cooperate directly with any such party in Licensee's use of the Berth, and



Attn: Brian Albright, Division Chief  
Fax Number: (703) 838-6344

with a copy to: City of Alexandria  
301 King Street  
Suite 1300  
Alexandria, Virginia 22314  
Attn: City Attorney  
Fax Number: (703) 838-4810

Licensee: Potomac Riverboat Company, LLC  
205 The Strand  
Alexandria, Virginia 22314  
Attn: Willem L. Polak, President  
Fax Number: (703) 548-9001

Any party hereto may change its address for notice purposes hereunder by delivering written notice thereof to the other parties in accordance with the foregoing provisions.

20. Entire Agreement. This Agreement (including all attachments hereto), City of Alexandria Request for Proposal No. 0213, License of Commercial Berth - Alexandria City Marina dated December 13, 2000 (the "RFP"), Licensee's response to the RFP dated January 17, 2001, and Licensee's letter dated February 9, 2001, pertaining to its initial response to the RFP, together contain the full and final agreement between the parties hereto with respect to the use of the Berth and the operation of the Service. In the event of any inconsistency between the terms of this Agreement and the terms of the RFP or Licensee's response thereto, the terms of this Agreement shall prevail. Licensor and Licensee shall not be bound by any terms, conditions, statements,

warranties, or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

21. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF ALEXANDRIA, a municipal  
corporation of Virginia

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Philip Sunderland,  
City Manager

POTOMAC RIVERBOAT COMPANY

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Willem L. Polak, President

**CITY OF ALEXANDRIA, VIRGINIA  
DEPARTMENT OF RECREATION, PARKS AND CULTURAL ACTIVITIES**

**RULES AND REGULATIONS  
OF THE ALEXANDRIA CITY MARINA  
0 Cameron Street, Alexandria, VA 22314**

The following rules and regulations are applicable to all vessels docking at the Alexandria City Marina.

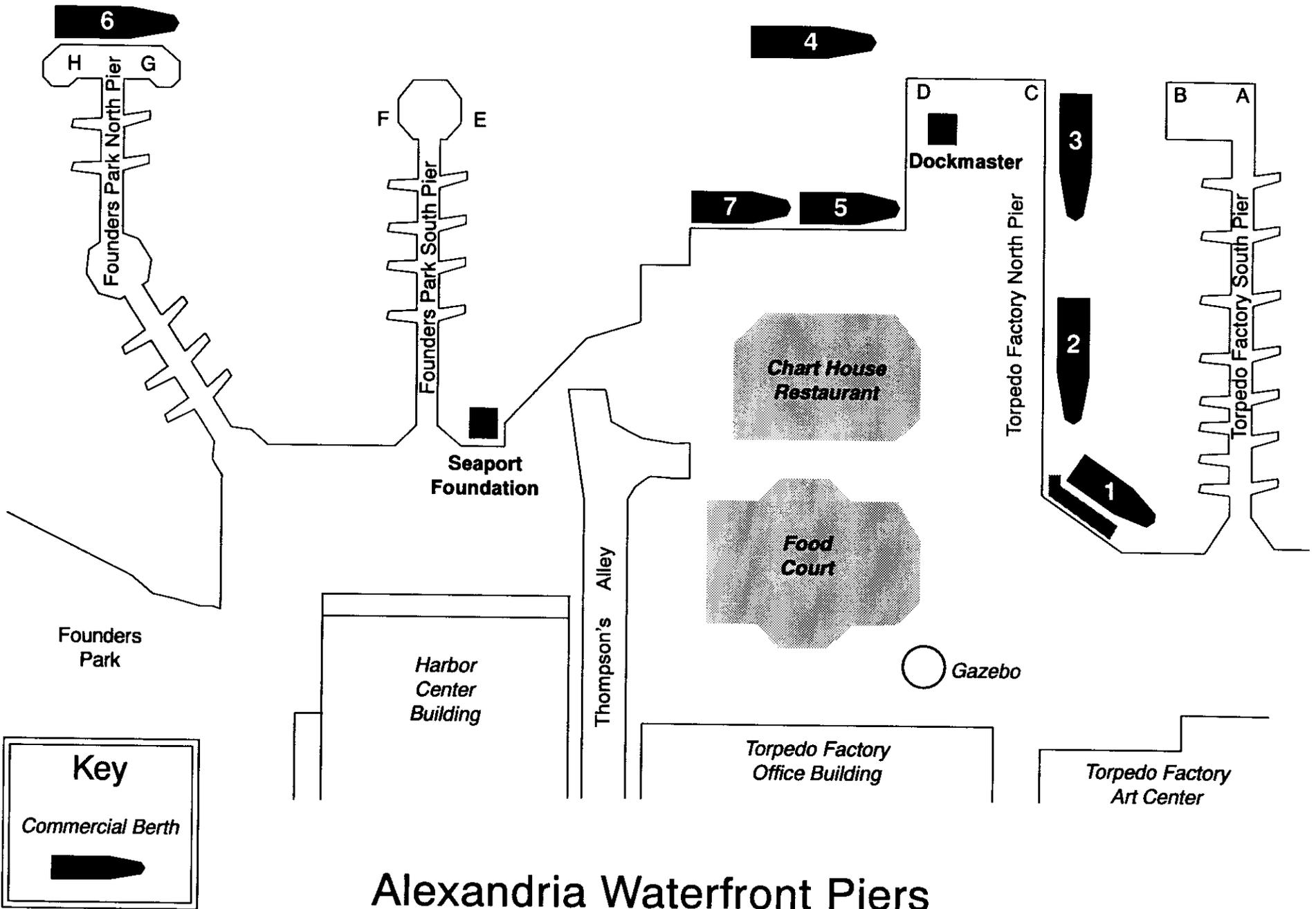
1. Vessels must have operational engine(s) and, except in the case of any emergency, must be under power, not sail, when entering or leaving the marina.
2. Vessels shall be subject to periodic inspection by the City to ensure the following: conformity with United States Coast Guard rules and regulations; maintenance of proper safety conditions while at the Marina, including such safety concerns as the proper placement of dock lines and properly operating engine(s); and the overall cleanliness, appearance and maintenance of the vessel.
3. Vessels granted a slip at the Torpedo Factory south pier shall be ones for pleasure only, except by special permit from the City.
4. Vessels shall be registered, documented, marked and maintained as required by law and safe practice. Boats that are not marked or identified and licensed as required by law will not be permitted to use the municipal facilities.
5. If a vessel needs to be moved and the occupants cannot be reached after a reasonable attempt has been made, the City reserves the right to have a vessel moved to another location, at the owner's expense, but the City shall not be liable for any damages that result from such relocation.
6. Vessels that are abandoned or whose owners have not paid dockage fees after notice is provided by the City to the vessel by the procedures set forth in section 6-3-7 of the Alexandria City Code may be removed by the city.
7. The vessel owner shall be responsible for the conduct of his or her guests and for any damage caused by the vessel while located within or approaching the City Marina.
8. Boisterous conduct and loud music are prohibited.
9. No maintenance, painting or repair of vessels is permitted while a vessel is tied up at the City Marina without prior approval of the Dockmaster.
10. All walkways, pilings, and other marina facilities shall be kept clear of materials such as carpeting, storage boxes, hoses, dinghies, and cushions. Water hoses and power cords to shore must be neatly positioned so as not to impede traffic to and from adjacent vessels. Please respect the property of others.

11. All refuse and trash must be placed in the receptacles provided on the pier. The off-loading of items such as waste oil and batteries, the contents of which could stain the dock, are prohibited without the Dockmaster's prior approval.
12. Laundry is not to be hung from boat rigging, lifelines, pulpits, slips or docks.
13. All boats shall be equipped with a fully functioning bilge pump. However, the discharge of bilge fluid, raw sewage or other waste into the river is prohibited.
14. No vessel may dock overnight at the city marina unless equipped with a holding tank.
15. No swimming, windsurfing, jet skiing, diving, or fishing is permitted at the City Marina.
16. Commercial advertising, including "For Sale" signs, is prohibited.
17. While at the City Marina, no vessel may engage in boat charters or boat rides, nor may merchandise or services be sold from it, nor may any other commercial activity be conducted from it without the prior approval of the Dockmaster.
18. Open fires on docks and boats are prohibited.
19. Pets must be leashed at all times while traveling on City property (Code 5-7-35). Owners must clean up after their pets (Code 5-7-42)..
20. Boats must be in seaworthy condition and not constitute a fire hazard.
21. The public consumption of alcoholic beverages at the City Marina is prohibited unless in conjunction with a special event authorized by the City.
22. Violation of any of these rules and regulations and any other improper conduct by a vessel owner or his or her guest may be cause for immediate cancellation of the owner's contract.
23. The City reserves the right to not refund any fees for the rental of any slip at the City Marina when the City terminates a slip rental contract pursuant to any violation of these rules and regulations.
24. It is agreed that fees do not include charges for work of any kind, including emergency work. The City Marina shall be paid by the owner for all services performed, or goods or materials used in any work done to safeguard the boat, whether or not the work was successful. Failure to pay such charges when due may, at the City's option, be treated in the same manner as failure to pay slip rent when due.
25. The city reserves the right to reject this application if the subject vessel's electrical service requirements exceed the marina's capabilities at available at available dock space.

26. The City shall not be held liable for any loss, damage or injury suffered by persons and vessels while staying at City-operated marina facilities.
27. The City shall have the authority to interpret and enforce these rules and regulations in its best interests.

Q:Marina:Rules and Regs

Potomac River



*City of Alexandria, Virginia*

12  
11-14-00

MEMORANDUM

DATE: NOVEMBER 8, 2000

TO: THE HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL

FROM: PHILIP SUNDERLAND, CITY MANAGER *PS*

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE DOCKING OPERATIONS PLAN TO ADD A COMMERCIAL BOAT SLIP AT THE CITY MARINA

**ISSUE:** Consideration of an amendment to the docking operations plan to add a commercial boat slip at the City Marina.

**RECOMMENDATION:** That City Council approve an amendment to the docking operations plan to add a seventh commercial boat slip at the City Marina. The additional commercial boat slip will be located at the landing in front of the Chart House and next to slip #5. Currently, the City Marina has six slips for commercial use. This action would increase the total number of permanent commercial slips from six to seven, as reflected in the attached diagram (Attachment 1).

**BACKGROUND:** The City's Docking Operations Plan currently designates six boat slips at the City Marina for commercial use. (Copies of the Docking Operations Plan are available in the City Clerk's Office). Three of these slips (#1, #2, #3) are located inside the Torpedo Factory North Pier, one is located at the end of the North Pier (slip #4), one is located at the Founders Park North T-Pier (slip #6), and one is located at the landing in front of the Chart House (slip #5) (See Attachment 1). Slip #5 is 132 feet in length. After review by staff and the Waterfront Committee, it is recommended to divide slip #5 into two berths, thus creating an additional slip which will become slip #7.

**DISCUSSION:** At its meeting on October 7, the Waterfront Committee voted to endorse dividing slip #5 into two slips and to issue a Request for Proposals (RFP), also endorsed by the Committee, which would solicit proposals for the newly created slip from owners of commercial vessels. The RFP indicates that the slip is being made available for mooring purposes only, and may not be used for embarking or disembarking passengers. This is because the area in question, in front of the Chart House, is not considered large enough for two vessels safely to be simultaneously taking on or releasing passengers. The Waterfront Committee believes that the addition of another commercial slip will enhance the City Marina by making it more active and attractive. If City Council approves this additional slip, staff will immediately process the RFP.

Slip #5 was the subject of another RFP issued on March 31, 2000. Two proposals were made in response to that RFP. One proposal, submitted by L.A. Yachts, Inc., was selected by the City. A

license agreement, providing to L.A. Yachts Inc., the right to use slip #5 for five years, was presented to Council on June 27. Due to a pending lawsuit against the City, brought by the unsuccessful offeror for slip #5, Council decided to defer action until September 2000. The lawsuit remains pending, and a trial date has just been set for April 18, 2001. Absent any contrary direction from the court, we will present to Council the license agreement for slip #5 in December.

**FISCAL IMPACT:** Revenue will be received for mooring a vessel and the amount is to be negotiated with the successful RFP offeror.

**ATTACHMENT:** Location of slips at the City Marina

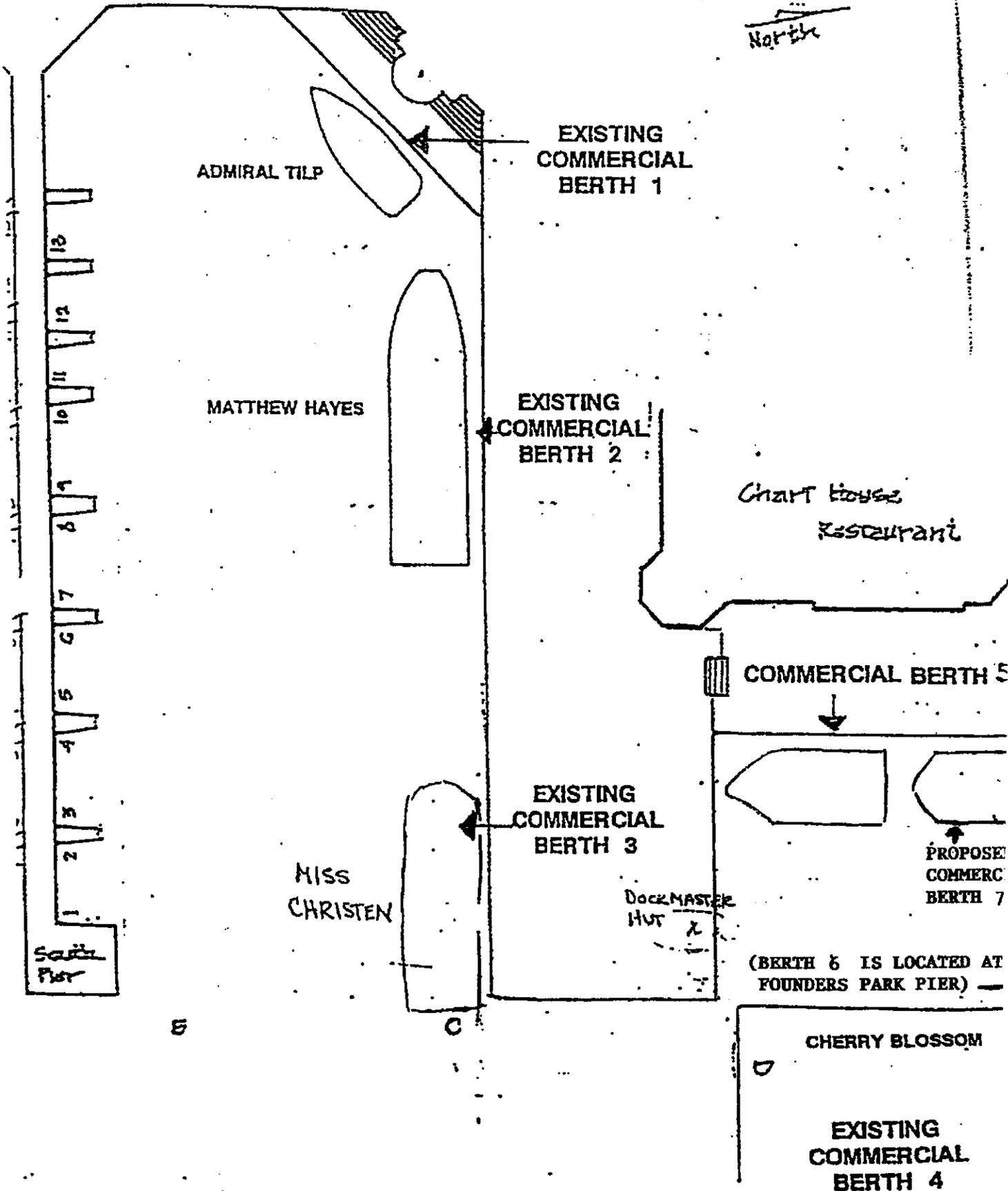
**STAFF:**

Sandra Whitmore, Director, Recreation, Parks and Cultural Activities

Janet Barnett, Deputy Director, Recreation, Parks and Cultural Activities

Leslie Clark, Recreation Supervisor V, Recreation, Parks and Cultural Activities

# MARINA NORTH PIER



## ALEXANDRIA WATERFRONT PIERS