To enrich lives through effective and caring service

LOS ANGELES COUNTY
Department of Beaches & Harbors

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

December 3, 2009

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

SUBJECT: **SMALL CRAFT HARBOR COMMISSION AGENDA DECEMBER 9, 2009**

Enclosed is the December 9, 2009 meeting agenda, together with the minutes from your meetings of November 18, 2009. Also enclosed are reports related to Agenda Items 3a, 3b, 5a, 5b, and 6a.

Please feel free to call me at (310) 305-9522 if you have any questions or need additional information in advance of the meeting.

SHK:ms

Enclosures

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://marinadelrey.lacounty.gov

To enrich lives through effective and caring service

LOS ANGELES COUNTY
Department of Beaches & Harbors

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

SMALL CRAFT HARBOR COMMISSION
AGENDA
December 9, 2009
9:30 A.M.

BURTON W. CHACE PARK COMMUNITY ROOM
13650 MINDANAO WAY
MARINA DEL REY, CA 90292

1. Call to Order and Pledge of Allegiance

2. Approval of Minutes: Meeting of November 18, 2009

3. **REGULAR REPORTS**

   a. Marina Sheriff (DISCUSS REPORTS)
      - Crime Statistics
      - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages

   b. Marina del Rey and Beach Special Events (DISCUSS REPORT)

4. **OLD BUSINESS**

   a. None

5. **NEW BUSINESS**

   a. Approval of Negotiated Rent-Amendment No. 12 to Lease No. 10200-Parcel 132S (California Yacht Club) (RECOMMEND TO BOARD OF SUPERVISORS)

   b. Approval of Renewal of Option To Amend Lease Agreements-Parcels 100S/101S (Del Rey Shores) (RECOMMEND TO BOARD OF SUPERVISORS)

6. **STAFF REPORTS** (DISCUSS REPORT)

   a. Ongoing Activities
      - Board Actions on Items Relating to Marina del Rey
      - Regional Planning Commission's Calendar
      - Venice Pumping Plant Dual Force Main Project Update

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http: marinadelrey.lacounty.gov

- Oxford Basin Project Update
- Redevelopment Project Status Report
- Unlawful Detainer Actions
- Design Control Board Minutes
- Parcel 49 and 77 Competitive Selection Process
- Diversion of Ballona Creek Dry Weather Flow to Hyperion
- Public Access on Strip of Land Between Ocean Front Walk and the Beach
- Bicycle Use on the Promenade

7. COMMUNICATION FROM THE PUBLIC

8. ADJOURNMENT

PLEASE NOTE

1. The Los Angeles County Board of Supervisors adopted Chapter 2.160 of the Los Angeles Code (Ord. 93-0031 ~ 2 (part), 1993, relating to lobbyists. Any person who seeks support or endorsement from the Small Craft Harbor Commission on any official action must certify that he/she is familiar with the requirements of this ordinance. A copy of the ordinance can be provided prior to the meeting and certification is to be made before or at the meeting.

2. The agenda will be posted on the internet and displayed at the following locations at least 72 Hours preceding the meeting date:

   Department of Beaches and Harbors Website Address: http://marinadelrey.lacounty.gov

   Department of Beaches and Harbors
   Administration Building
   13837 Fiji Way
   Marina del Rey, CA 90292

   MdR Visitors & Information Center
   4701 Admiralty Way
   Marina del Rey, CA 90292

   Burton Chace Park Community Room
   13650 Mindanao Way
   Marina del Rey, CA 90292

   Lloyd Taber-Marina del Rey Library
   4533 Admiralty Way
   Marina del Rey, CA 90292

3. The entire agenda package and any meeting related writings or documents provided to a Majority of the Commissioners (Board members) after distribution of the agenda package, unless exempt from disclosure Pursuant to California Law, are available at the Department of Beaches and Harbors and at http://marinadelrey.lacounty.gov

Si necesita asistencia para interpreter esta informacion llame al (310) 305-9586.

ADA ACCOMODATIONS: If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (310) 305-9590 (Voice) or (310) 821-1734 (TDD).

SMALL CRAFT HARBOR COMMISSION MINUTES
NOVEMBER 18, 2009

Commissioners: Russ Lesser, Chairman; Dennis Alfieri, Vice Chairman; Vanessa Delgado, Commissioner (excused absence); Albert Landini, Commissioner; Albert DeBlanc, Commissioner (un-excused absence)

Department of Beaches and Harbors: Santos Kreimann, Director; Gary Jones, Deputy Director; Paul Wong, Chief of Asset Management Division; Dusty Crane, Chief of Community and Marketing Service Division.

County: Thomas Faughnan, Principal Deputy County Counsel.

Guest: Beverly Moore, Executive Director of Convention and Visitor's Bureau Division.

Call to Order and Pledge of Allegiance:

Chairman Lesser called the meeting to order at 9:35 a.m. followed by the pledge of allegiance.

Chairman Lesser reminded members of the public to complete a speaker card if they wished to speak on an item.

Approval of Minutes:

July 8, 2009 Minutes

Chairman Lesser asked for a motion to approve the July 8, 2009 minutes. **Moved by Commissioner Alfieri; seconded by Commissioner Landini; unanimously approved.**

September 9, 2009 Minutes

Jon Nahhas requested that minutes be more detailed, especially in regards to Public Comments. Santos Kreimann explained the purpose of minutes, and Chairman Lesser commented that all details can be heard on meeting tapes.

Commissioner Alfieri stated that minutes should be expanded. Chairman Lesser and Santos Kreimann consented to expand minutes to include more details and include all action items, but not to revert back to the old format for minutes.

Chairman Lesser asked for a motion to approve the September 9, 2009 minutes. **Moved by Commissioner Alfieri; seconded by Commissioner Landini; unanimously approved.**

Item 3 – Regular Reports

Santos Kreimann stated that a Sheriff's Department representative was not present to address the Commission due to the investigation of a boat fire that had happened the day before. Commissioner Landini noted that the Live-aboard Compliance report reflects good action by the Sheriff's Department. Chairman Lesser stated the third quarter and year-to-date Crime Statistics report should be available at the next meeting.

Dusty Crane spoke of the Sheriff's Department's effort to make the public more aware and be more protective of their personal property; reported on Special Events; discussed the 47th Annual Holiday Boat Parade, the 'Fisherman's Village Weekend Concert Series', Malibu International Marathon and Health/Fitness Expo, and the Sand Snowman Contest.

Commissioner Landini commented that the parking receipts should be printed on both sides so the County doesn't issue tickets for face-down receipts.

Ms. Moore reported that tourism and travel have been hurt by the current economic conditions and gave examples of the losses in Marina del Rey; stated that Marina del Rey is taking a proactive position by marketing the community and is currently implementing two major initiatives to attract more visitors; and

showed examples of revamped promotional materials. Commissioner Landini voiced his approval of the promotional materials.

William Vreszk asked if bikes were allowed on walking paths in Marina del Rey, the promenade specifically. Thomas Faughnan said he would research the issue and report back at the next meeting.

Jon Nahhas said the tough year on tourism was not helped by fee increases. He also commented on dinghy docks, additional recreational programs for boaters, and requested rock and roll music for the summer concert. Santos Kreimann said the redevelopment plans in Marina del Rey are trying to address several of Mr. Nahhas's concerns. Chairman Lesser voiced his disapproval of the fee increases.

Item 5a – 2010 Small Craft Harbor Commission Calendar

Chairman Lesser presented the 2010 SCHC Calendar, which included two night meetings. Jon Nahhas suggested adding more night meetings. Chairman Lesser agreed and suggested to add a night meeting in July. **Chairman Lesser asked for a motion to change the proposed regular meeting on July 14 to a July 13, 2010 night meeting; Moved by Commissioner Alfieri; seconded by Commissioner Landini; unanimously approved.**

Item 5b – Approval of Option to Amend Lease Agreement to Facilitate Redevelopment – Parcel 8 (Bay Club Apartments) – Marina del Rey

Gary Jones gave a brief overview of the project. The Applicant's representative, David Nagel, stated that in the project's many outreach meetings most participants were very receptive to the project. He then gave a PowerPoint presentation which included more details about the project and the project's participants. Gustaf Soderbergh, the developer's architect, presented details on the apartment renovation. Randy Mason, the project's marine engineer, presented details on the proposed dock system.

John Rizzo commented the presentation was inaccurate. Andy Bassette voiced his disapproval of the Applicant's management practices at other facilities.

William Vreszk commented that the lack of 25-foot slips is an act of discrimination against smaller boaters and wanted to know about the construction phasing. Santos Kreimann said that the proposed slip mix offers more small boat slips than the existing mix, and that Mr. Vreszk's comments were inaccurate.

Capt. Alex Balian commented about inadequate commercial pick-up points in Marina del Rey and that none are proposed at the new marina. Chairman Lesser agreed with the former comment, but stated a commercial pick up at this marina is inappropriate.

Michael Hoffman supports the project, saying the project is viable if parking is enforced and commented about the price of slips. Doug Pease supports the project saying it creates maximum public use and generates maximum revenue for County. Leon Brooks supports the project but suggests adding more small slips.

Jon Nahhas said too many slips are being lost and that Federal guidelines should be enforced. He asserted that the Coastal Commission had said there would be no more loss of slips 35 feet or less. Santos Kreimann responded by saying that the plan is consistent with the 2009 slip study and that the Coastal Commission understands that the requirement for no boat slip reduction is unachievable. Chairman Lesser agreed. David Nagel stated that the amount of slips under 30 feet would be increased with the proposal and that the phasing plan would mitigate displacement.

Commissioner Landini asked the County to explain the major deal points, tell why they are beneficial to County, and explain why waiting for the lease to expire in 12 years to RFP is not a better option. Santos Kreimann responded to all these concerns.

Commissioner Landini asked for a motion to approve the proposal; Moved by Commissioner Landini; seconded by Commissioner Alfieri; motion was unanimously approved.

Commissioner Landini suggested adjourning the meeting in honor of Doug Ring.

Item 6 – Staff Reports

Gary Jones presented the staff report.

Commissioner Landini asked about the timeline for the P49/77 competitive selection process and Santos Kreimann addressed his concerns.

Chairman Lesser asked to keep the subject of "Diversion of Ballona Creek Dry Weather Flow To Hyperion" on the staff report event if there is no updates and Santos Kreimann agreed to do so.

John Rizzo spoke about Rosendahl's office's concerns about opening up the strip of land and encouraged the Commission to do their best to make that land publicly accessible.

John Rizzo also suggested ending the meeting in honor of Stan Wisniewski, as well, since Commissioner Landini mentioned about adjournment in honor of Doug Ring.

Jon Nahhas stated the report did not include the Board's action on Boat Central's lease option extension and commented on the incomprehensive DCB minutes; the lack of details in the report on unlawful detainers; public input on the P49/77 project; and requested justification for the 62% increase to Mast-up Storage rates.

Santos Kreimann stated that public's comments on P49/77 were included in the RFP, which is posted on the department's webpage. Thomas Faughnan elaborated on the agreement approved by the Board for P52/GG.

Chairman Lesser said he did not agree with the strategy in raising Mast-up Storage rates, but conceded that the new rates still appear reasonable to him.

Item 7- Communication from the Public

Andy Bessette was disappointed with the Commissioners' response to Item 5b.

William Vreszk said the proposed slip mix for Parcel 8 resulted in discrimination against the class. Thomas Faughnan disagreed.

Chairman Lesser commented that both the Bay Club and Dry Stack projects accomplish the goals of the Marina. Commissioner Landini commended him for his articulation of the slip mix's objectives.

Jon Nahhas expressed additional concerns about the P52/GG lease option. Santos Kreimann clarified the project status.

John Nahhas asserted that the Marina has discriminated. He cited Holiday Harbor as an example of a loss of access to the public. Santos Kreimann stated that the loss of access at Holiday Harbor was due to renovation and several other considerations.

John Rizzo told everyone to have a nice holiday.

A moment of silence was observed for Doug Ring and Stan Wisniewski.

Chairman Lesser adjourned the meeting at 12:22 p.m.

*A compact disc of the recorded meeting can be purchased from the Commission's secretary immediately following the meeting.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES- NOVEMBER 2009

Part I Crimes	MARINA AREA (RD'S 2760-2763)	EAST END (RD'S 2764-2768)
Homicide	0	0
Rape	0	0
Robbery: Weapon	0	2
Robbery: Strong-Arm	1	1
Aggravated Assault	0	1
Burglary: Residence	1	12
Burglary: Other Structure	3	3
Grand Theft	21	3
Grand Theft Auto	4	6
Arson	0	0
Boat Theft	0	0
Vehicle Burglary	6	6
Boat Burglary	1	0
Petty Theft	10	8
Total	**47**	**42**

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared –DECEMBER 1, 2009**
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES-NOVEMBER 2009

Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide	0	0
Rape	0	0
Robbery: Weapon	0	0
Robbery: Strong-Arm	0	1
Aggravated Assault	0	0
Burglary: Residence	1	5
Burglary: Other Structure	0	0
Grand Theft	0	1
Grand Theft Auto	1	1
Arson	0	0
Boat Theft	0	0
Vehicle Burglary	1	2
Boat Burglary	0	0
Petty Theft	0	4
Total	**3**	**14**

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared DECEMBER 1, 2009**
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MARINA DEL REY STATION
PART I CRIMES NOVEMBER 2009

	West Marina 2760	East Marina 2761	Lost R.D. 2762	Marina Water 2763	Upper Ladera 2764	County Area 2765	Lower Ladera 2766	Windsor Hills 2767	View Park 2768	TOTALS
Homicide										0
Rape										0
Robbery: Weapon								1	1	2
Robbery: Strong-Arm		1					1			2
Aggravated Assault									1	1
Burglary: Residence				1	1		5	3	3	13
Burglary: Other Structure		2		1		1		2		6
Grand Theft	10	9		2			1	2		24
Grand Theft Auto	2	2			1		1	2	2	10
Arson										0
Boat Theft										0
Vehicle Burglary	5	1			1		2	1	2	12
Boat Burglary				1						1
Petty Theft	3	6		1		1	4	3		18
REPORTING DISTRICTS TOTALS	**20**	**21**	**0**	**6**	**3**	**2**	**14**	**13**	**9**	**89**

Note- The above numbers may change due to late reports and adjustments to previously reported crimes.

Source- LARCIS, **Date Prepared DECEMBER 1, 2009**
CRIME INFORMATION REPORT - OPTION B

MARINA DEL REY HARBOR
LIVEABOARD COMPLIANCE REPORT
2009

Liveaboard Permits Issued		
	October	**November**
New permits Issued:	**4**	**13**
Renewal Issued:	**22**	**15**
Total:	**26**	**28**
Notices to Comply Issued:	**50**	**23**

Totals:	**October**	**November**
Liveaboard:	**328**	**328**
Current Permits:	**276**	**291**
Expired Permits:	**25**	**16**
No Permits:	**27**	**21**

Total reported vessels in Marina del Rey Harbor:	**4690**
Percentage of vessels that are registered liveaboards	**6.99%**
Number of currently impounded vessel:	8

Tuesday, December 01, 2009

[redacted] 2761, 2763

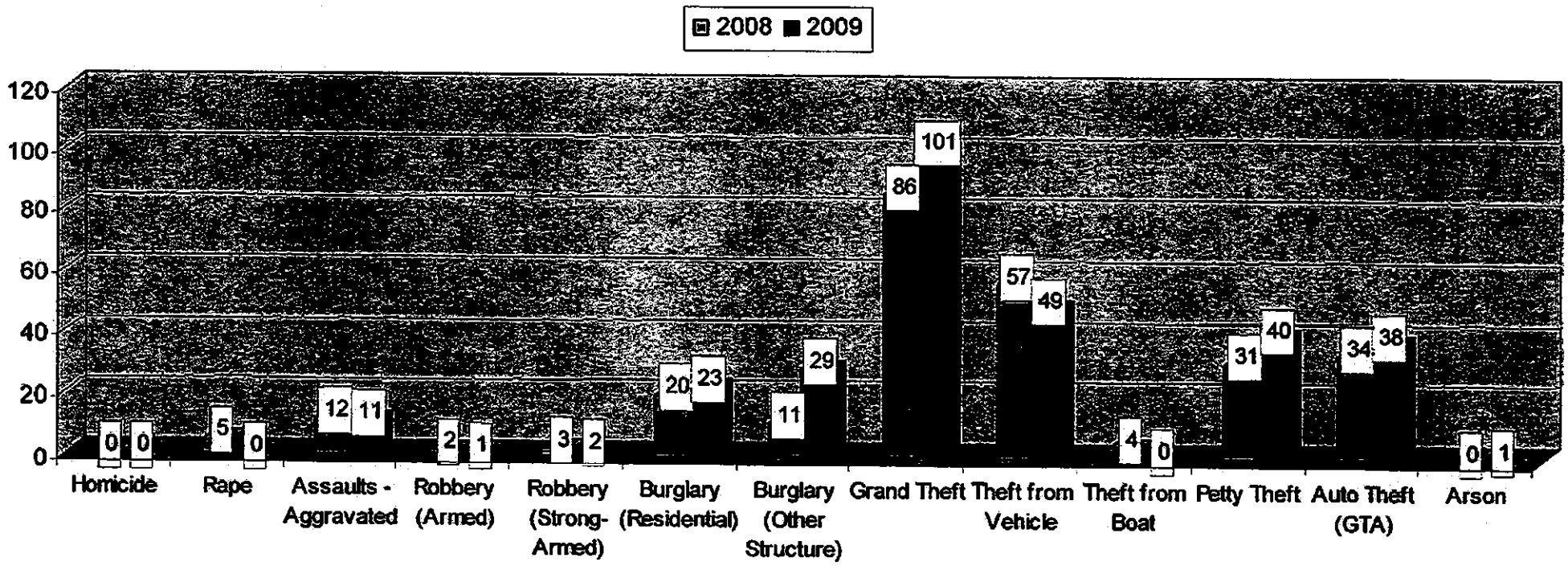
Year to Date Part I Crime Comparison

January - October

For Law Enforcement Use Only // Prepared by Stat Analyst Tracey Kemp MDR LET – October 31, 2009

Source: Stats pulled on 10/10/2009 from LARCIS Management Report 5C

Part I Crimes
Marina del Rey: RD 2760
January - October

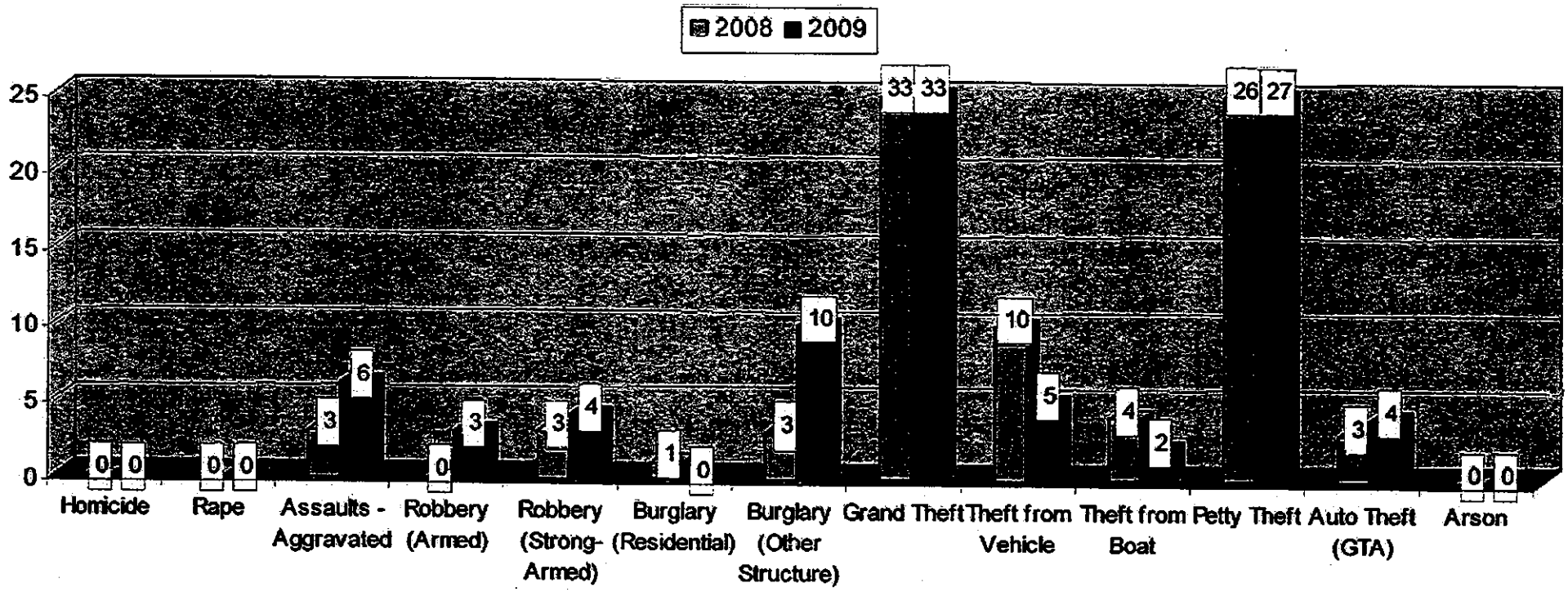


RD 2760 Total Part I Crime 2008: 265

RD 2760 Total Part I Crime 2009: 295

Please Note: Homicide, Rape and Aggravated Assault stats are based on counts of victims, not incidents.

Part I Crimes
Marina del Rey: RD 2761
January - October

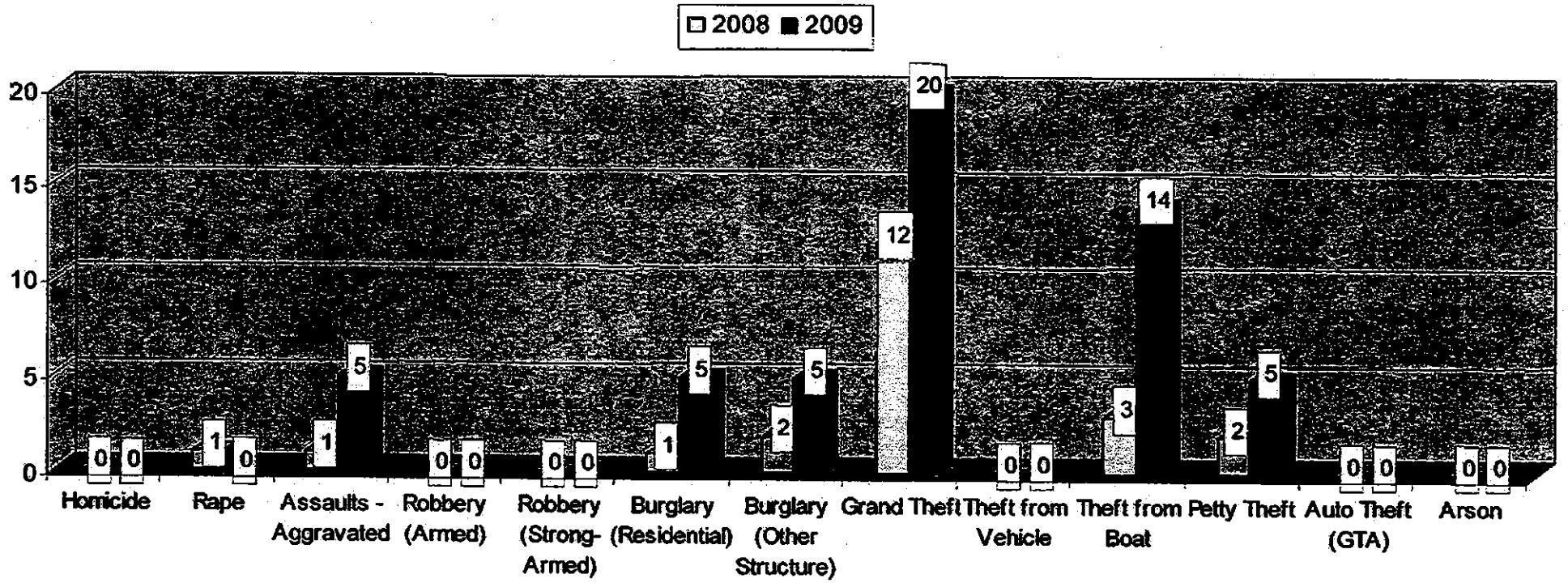


RD 2761 Total Part I Crime 2008: 86

RD 2761 Total Part I Crime 2009: 94

Please Note: Homicide, Rape and Aggravated Assault stats are based on counts of victims, not incidents.

Part I Crimes
Marina del Rey: RD 2763
January - October

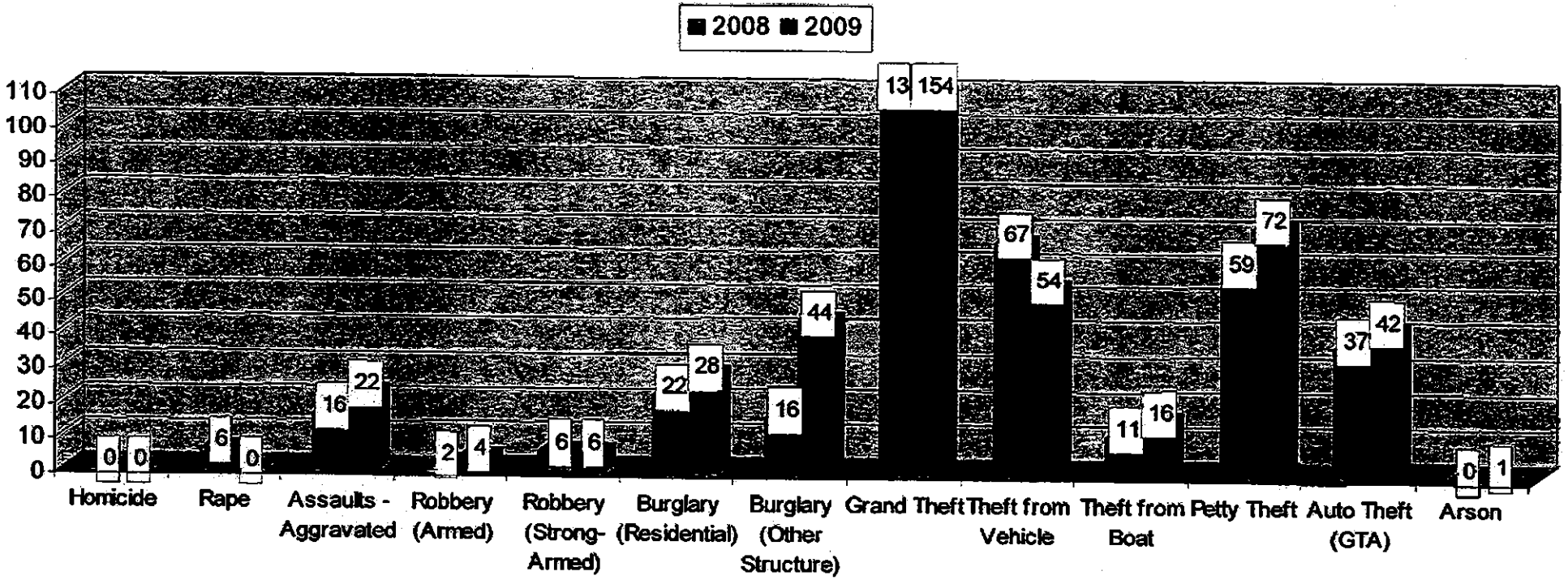


RD 2763 Total Part I Crime 2008: 22

RD 2763 Total Part I Crime 2009: 54

Please Note: Homicide, Rape and Aggravated Assault stats are based on counts of victims, not incidents.

Part I Crimes
Marina del Rey: RDs 2760, 2761, 2763 Combined
January - October



RDs 2760, 2761, and 2763 Combined Total Part I Crime 2008: 373

RDs 2760, 2761 and 2763 Combined Total Part I Crime 2009: 443

Please Note: Homicide, Rape and Aggravated Assault stats are based on counts of victims, not incidents.

To enrich lives through effective and caring service

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

December 3, 2009

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

SUBJECT: AGENDA ITEM 3b - MARINA DEL REY AND BEACH SPECIAL EVENTS

MARINA DEL REY EVENTS

47th Annual Holiday Boat Parade
Saturday, December 12
6:00 p.m. – 8:00 p.m.

Fireworks kicking off the start of the parade will be shot off the south jetty at 5:55 p.m. Beautifully lighted and decorated boats will participate in this annual event that is free to the public. The theme of this year's parade is "Christmas In Paradise", and boat owners will compete for numerous prize packages.

Best spots for viewing the boat parade are Burton Chace Park, located at 13650 Mindanao Way, and Fisherman's Village, located at 13755 Fiji Way, where spectators can see and hear the parade free of charge.

Parking is free in all County lots throughout Marina del Rey from 3:00 p.m. until midnight.

For more information call: The Holiday Boat Parade at (310) 670-7130 or visit website www.mdrboatparade.org

FISHERMAN'S VILLAGE WEEKEND CONCERTS
Sponsored by Pacific Ocean Management, LLC
All concerts from 1:00 p.m. – 4:00 p.m.

Saturday, December 5
Blue Breeze, playing Contemporary Jazz

Sunday, December 6
Bob DeSena, playing Latin Jazz

Saturday, December 12
Floyd & The Fly Boys, playing Soul

Sunday, December 13
2AZZ1 Body & Soul Band, playing Smooth Jazz

Saturday, December 19
Friends, playing Rhythm & Blues

Sunday, December 20
LA Blues Caster, playing Blues, Rock & Jazz

Saturday, December 26
LA CAT, playing Reggae

Sunday, December 27
Susie Hansen Latin Jazz Band, playing Latin Jazz

For more information call: Pacific Ocean Management at (310) 822-6866

BEACH EVENTS

Sand Snowman Contest
Hermosa Beach Pier
Saturday, December 12
9:00 a.m. to 12:00 p.m.

The weatherman says it's nothing but Sand! Sand! Sand! Bring your family and friends, shovels, scarves and mittens, because, in Hermosa Beach, they are making SAND SNOWMEN!

This unique holiday tradition is open to all ages and abilities. Come early and mark your spot for the best Sand Snowman! Join in holiday games and trivia.

Event takes place north of the Hermosa Beach Pier at the shoreline and check-in begins at 8:45 a.m., with sand sculpting beginning at 9:00 a.m.

For more information call: The Community Resources Department at (310) 318-0280

New Year's Eve Celebration
Hermosa Beach Pier
Thursday, December 31
8:00 p.m. – 12:15 a.m.

Ring in the New Year beachside! The City of Hermosa Beach welcomes you to Pier Plaza for a live New Year's Eve musical performance. The concert is free.

For more information call: The Community Resources Department at (310) 318-0280

SHK:DC:ks

To enrich lives through effective and caring service

LOS ANGELES COUNTY
Department of Beaches & Harbors

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

December 3, 2009

To: Small Craft Harbor Commission

From: Santos H. Kreimann, Director

Subject: **ITEM 5a – APPROVAL OF NEGOTIATED RENT – AMENDMENT NO. 12 TO LEASE NO. 10200 – PARCEL 132S (CALIFORNIA YACHT CLUB) – MARINA DEL REY**

Item 5a on your agenda pertains to Amendment No. 12 for Parcel 132S (California Yacht Club), which would increase the percentage rate from 10% to 12.5% for the "Land and/or Water Facilities and Filming" category as negotiated based upon other comparable Marina del Rey leasehold rates, identify the increased minimum rent, update the lease's insurance provisions and add a late fee clause.

Attached is a copy of the Board letter that explains the details of the proposed amendment. Your Commission's endorsement of the recommendation to the Board of Supervisors to approve the proposed amendment as contained in the attached letter is requested.

SHK:ks
Attachment

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6315 • internet: http://marinadelrey.lacounty.gov

To enrich lives through effective and caring service

Los Angeles County
Department of Beaches & Harbors

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

January 12, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVAL OF NEGOTIATED RENT
AMENDMENT NO. 12 TO LEASE NO. 10200
PARCEL 132S (CALIFORNIA YACHT CLUB)-MARINA DEL REY
(SUPERVISORIAL DISTRICT FOUR)
(4 VOTES)

SUBJECT

This Board letter requests approval of a Marina lease amendment for Parcel 132S (California Yacht Club) that increases the percentage rental rate, adjusts the minimum rent, updates the insurance provisions, and adds a "late fee" provision.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed Lease Amendment No. 12 to Lease No. 10200 is categorically exempt under the California Environmental Quality Act pursuant to class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines.

2. Approve and authorize the Chair of the Board to sign the attached Amendment No. 12 to Lease No. 10200 pertaining to the readjustment of rents and insurance for a ten-year term ending October 31, 2016. The Amendment reflects a negotiated settlement based on current market conditions with respect to adjustment of the percentage rental rate for the "Land and/or Water Facilities" category from 10% to 12.5%; provides for adjustment of the square foot rental (minimum rent) every three years, with the current adjustment increasing the minimum rent from $652,680 to $695,994; incorporates updated insurance provisions; and adds a late fee provision.

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • Fax 310.821.6315 • internet: http://marinadelrey.lacounty.gov

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

All Marina del Rey ground leases provide for the periodic review of leasehold rents and liability insurance coverage to ensure that the rental rates payable to the County are maintained at current fair market levels and that the amount of general liability insurance is adequate to protect the County's interests. County rents are typically computed as the greater of either a fixed minimum rent or the total of varying percentages of the lessee's gross receipts from uses of the leasehold.

The Parcel 132S (California Yacht Club) lease requires adjustment of rents on November 1, 1996, and every tenth anniversary thereafter. Based upon comparable rates at other Marina leaseholds, the Department of Beaches and Harbors has negotiated with the lessee an increase in the percentage rent for the "Land and/or Water Facilities" category from the current 10% to 12.5%.

Amendment No. 12 also provides for the adjustment of the minimum rent on the first day of November of every third year from the 2006 Rental Adjustment Date, to an amount equal to 75% of the average annual rent payable by the lessee to the County over the prior three years. The Amendment, therefore, reflects an increase from $652,680 to $695,994 for the minimum rent, an increase of $43,314.

Additionally, Amendment No. 12 incorporates changes to the indemnity clause, insurance requirements, and miscellaneous insurance provisions to conform to the Chief Executive Office's Risk Management Branch's new and more stringent requirements. Finally, the Amendment provides for addition of a "late fees" provision to the Parcel 132S lease, which allows the County to collect a fee of six percent of any amount unpaid when due and payable. In addition to the late fee, any unpaid rent due shall additionally bear interest at an annual rate equal to the Prime Rate plus three percent.

Implementation of Strategic Plan Goals

The recommended action will increase County percentage rent at Parcel 132S to a rate comparable to other Marina del Rey parcels and incorporates new insurance provisions, in fulfillment of Strategic Plan Goal No. 1, "Operational Effectiveness", Strategy 1, "Fiscal Sustainability".

FISCAL IMPACT/FINANCING

Amendment No. 12 is projected to increase annual rent from $1,191,446 to approximately $1,192,177, an increase of $731. Additionally, the Amendment contains a provision for payment of retroactive rent, which the lessee shall remit within ten days of your Board's approval of the Amendment. The approximate amount of retroactive rent is $2,495, which

added to the projected annual percentage rent increase will yield an additional $3,226 to the County in Fiscal Year 2009-10.

Operating Budget Impact

The recommended action will increase the Marina Budget by an estimated $731 in percentage rent and approximately $2,495 in one-time retroactive rent. This amount was not included in the Department's Fiscal Year 2009-10 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as the California Yacht Club, Parcel 132S contains 253 boat slips, a 20,000 square foot two-story clubhouse and ancillary buildings and occupies 5.69 acres of land and 9.95 acres of water in Marina del Rey. The 56-year and nine-month ground lease was executed in 1965.

This Amendment has been approved as to form by County Counsel. At its meeting of December 9, 2009, the Small Craft Harbor Commission _____ the Director's recommendation that your Board approve and execute the Amendment.

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment is categorically exempt under the provisions of the California Environmental Quality Act pursuant to class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services from your Board's approval of this Amendment.

CONCLUSION

Please have the Chair of the Board of Supervisors sign all three copies of Amendment No. 12 and have the Executive Officer of the Board return two executed copies, as well as a copy of the adopted Board letter to the Department of Beaches and Harbors.

Respectfully submitted,

Santos H. Kreimann
Director

SHK:GJ:ks

Attachments (1)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

AMENDMENT NO. 12 TO LEASE NO. 10200

Parcel No. 132S--Marina del Rey

THIS AMENDMENT TO LEASE is made and entered into this _____ day of _____, 2009 (the "Effective Date"),

BY AND BETWEEN	**COUNTY OF LOS ANGELES, hereinafter referred to as "County,"**
AND	**LAACO LTD, a California Limited Partnership, hereinafter referred to as "Lessee."**

WITNESSETH:

WHEREAS, County and Lessee entered into Lease No. 10200 under the terms of which County leased to Lessee that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 132S, which leasehold premises (the "Premises") are more particularly described in Exhibit "A" attached to and incorporated in said lease, as amended (the lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, Section 15 to said Lease provides that as of November 1, 1996, and as of November 1st of every tenth (10th) year thereafter (each such date is hereafter referred to as a "Rental Adjustment Date"), the rates for square foot rental and all categories of percentage rentals, and liability insurance requirements (collectively, the "Adjusted Rentals") shall be readjusted by Lessee and County in accordance with the standards established in said Section 15;

WHEREAS, Section 15 further provides that Adjusted Rentals may be determined by Lessee and County by mutual agreement at anytime; and

WHEREAS, the parties hereto have reached agreement with respect to the Adjusted Rentals which are to apply as of November 1, 2006 (the "2006 Rental Adjustment Date"); and

WHEREAS, the parties have reached agreement with Lessee as to a late payment provision;

WHEREAS, the parties have reached agreement with respect to the amount of liability insurance required to be maintained by Lessee for the ten-year period commencing on the November 1, 2006 Rental Adjustment Date.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and restrictions contained herein, the parties, and each of them, agree as follows:

1. **Square Foot Rental.** Commencing as of the 2006 Rental Adjustment Date, the first paragraph of Section 12 (Square Foot Rental) of said Lease is hereby deleted and the following substituted therefor:

"As of November 1, 2006 and as of each third anniversary of said date thereafter (each an "Adjustment Date" and collectively the "Adjustment Dates"), the Annual Minimum Rent shall be adjusted to the amount which equals seventy five percent (75%) of the annual average of all rents payable to the County during the immediately proceeding three (3) years."

2. **Percentage Rental.** Commencing as of the 2006 Rental Adjustment Date, Section 13 (c)(ii)(2) of the Lease is hereby deleted in its entirety and (c)(iv) is added to read as follows:

"TWELVE AND ONE HALF PERCENT (12.5%) of the gross receipts and other fees for rental of land and/or water facilities for activities not otherwise provided for in this Section such as but not limited to television and/or motion pictures."

3. **Retroactive Rent.** Lessee shall pay to County, within ten (10) days following the Effective Date, for the period between the 2006 Rental Adjustment Date and the actual date of payment (the "Retroactive Period"), the difference between (i) minimum annual rent payable by Lessee under the rental rate in effect prior to the effectiveness of this Lease Amendment from the 2006 Rental Adjustment Date to the Effective Date and (ii) the minimum annual rent payable from the 2006 Rental Adjustment Date to the Effective Date based upon the rental adjustment set forth in this Lease Amendment ("Retroactive Payment").

4. **Late Fees**. Commencing as of the Effective Date, the following Section 13.1 will be added to the Lease as follows:

> "In the event any payment is not received by County by the date due, Lessee acknowledges that County will experience additional management, administrative and other costs that are impracticable or extremely difficult to determine. Therefore, a fee ("Late Fee") of six percent (6%) of the unpaid amount shall be added to any amount unpaid when due and payable; provided that the Late Fee shall be waived with respect to the first occurrence during any Lease Year of a late payment if such payment is received by County within one (1) business day following written notice from County that the unpaid amount was not paid by the date due. In addition to any Late Fee, any unpaid rent due shall additionally bear interest at an annual rate equal to the Prime Rate plus three percent (3%), computed from the date when such amounts were due and payable, compounded monthly, until paid. Lessee acknowledges that such Late Fee and interest shall be applicable to all identified monetary deficiencies under this Lease, whether identified by audit or otherwise, and that interest on

such amounts shall accrue from after the date when such amounts were due and payable as provided herein (as opposed to the date when such deficiencies are identified by County)".

5. **Insurance Provisions.** Commencing as of the Effective Date, Sections 25, 26, 27, and 28 of said Lease are deleted in their entirety and the following substituted therefor:

25. **Indemnification.** Lessee shall indemnify, defend and hold Los Angeles County (County), its Special Districts, elected and appointed officers, employees and agents harmless from and against all liability, including, but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Lessee, its members, agents and invitees, operations and use of the Premises, provided, however, that Lessee shall not be obligated to so indemnify County against any damages caused solely by the gross negligence or willful misconduct of County or its agents or contractors.

26. **Insurance Requirements.** Without limiting Lessee's indemnification of County and during the Term of this Lease, Lessee shall provide and maintain the following insurance specified in this Lease. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Lessee's own expense.

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) and endorsed to name County as an additional insured, with limits of not less than the following:

General Aggregate:	$10 million
Products/Completed Operations Aggregate:	$10 million
Personal and Advertising Injury:	$5 million
Each Occurrence:	$5 million

B. Automobile Liability Insurance (written on ISO form CA 00 01 or its equivalent) with a limit of liability of not less than $1 million for each accident and providing coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If and when valet parking services are provided at the Premises, Lessee shall provide Garagekeeper's Legal Liability coverage, (written on ISO form CA 99 37 or its equivalent) with limits of not less that $3 million for this location.

C. Workers Compensation and Employers' Liability providing workers compensation benefits, as required by the Labor Code of the State of California and for which Lessee is responsible. If Lessee's employees will be engaged in maritime employment, coverage shall

provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Lessee is responsible.

In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

D. Commercial Property Insurance: Such Insurance:

(1) shall cover damage to the Premises including improvements and betterments, from perils covered by the Causes-of-Loss Special Form (ISO for CP 10 30) or its equivalent, including earthquake (if Lessee deems if reasonable), Ordinance or Law Coverage and Business Interruption equal to two (2) years annual rent;

(2) shall be written for the full replacement value of the property, with a deductible no greater than $250,000 or 5% of the property value, which is less; and

(3) Upon the occurrence of any loss the proceeds of such insurance shall be held by County in trust for the named insureds as their interests appear. In the event of such loss, Lessee shall be obligated to rebuild or replace the destroyed or damaged buildings, structures, equipment and improvements to the full satisfaction of the County. Said obligation to rebuild or replace is not dependent upon the existence of insurance. County shall reimburse Lessee for said rebuilding or replacement out of and to the full extent of the proceeds of said insurance as payments are required for said purposes. Any surplus proceeds after said rebuilding or replacement shall be distributed to the named insureds as their interests may appear.

E. Liquor Liability Insurance if and when the manufacture, distribution or service of alcoholic beverages occurs in the Premises, Lessee also shall provide Liquor Liability insurance (written on ISO policy for CG 00 33 or 34 or their equivalent) with limits of not less than $5 million per occurrence, and $10 million aggregate. If written on a "claims made" form, the coverage shall also provide an extended two (2) year reporting commencing upon the expiration or earlier termination of this Agreement, or replacement coverage shall be maintained until such time.

F. Marina Operator's Liability if operating a marina, berthing, docking, and/or launching of boats and/or pleasure crafts, and/or use of floating docks, piers and/or ramps, Lessee shall provide Marina Operator's Liability insurance with limits of not less that $5 million per

occurrence, and $10 million aggregate. If written on a "claims made" form, the coverage shall also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of this Agreement, or replacement coverage shall be maintained until such time.

27. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Waivers of Subrogation. Lessee shall obtain appropriate endorsements upon all insurance policies, other than Workers' Compensation, waiving subrogation by the insurer(s) against County.

B. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County prior to the Commencement Date. Such certificates or other evidence shall:

1. Specifically identify this Lease.
2. Clearly evidence all coverages required in this Lease.
3. Contain the express condition that insurer will use its best efforts to give written notice by mail to County at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
4. Identify any deductibles or self-insured retentions exceeding $25,000.

C. Review of Insurance Requirements. Throughout the Term of this Lease and upon Notice to Lessee, County may review and adjust at any time the types and limits of insurance required under this Lease to a commercially reasonable level. Insurance is to be provided by insurers acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

D. Failure to Maintain Coverage. Failure by Lessee to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Lease. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

E. Notification of Incidents, Claims or Suits. Lessee shall report to County any accident or incident relating to services performed under this Lease which involves injury or property damage which Lessee reasonably believes has a substantial likelihood of the filing of a claim or lawsuit against the County. Such report shall be made in writing within 72 hours of Lessee's knowledge of such occurrence.

F. Compensation for County Costs. In the event that Lessee fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Lessee shall pay full compensation for all reasonable costs incurred by County.

28. [INTENTIONALY OMITTED]

6. **Miscellaneous.** Except as herein specifically amended, all terms, conditions and provisions of the Lease shall be and continue to remain in full force and effect and are unmodified, and each of the parties hereto reaffirms and reacknowledges its respective obligations under the Lease as amended hereby.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment to Lease to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Lessee, by its duly authorized representative, has executed the same.

Dated:_____, 2009

COUNTY OF LOS ANGELES

By:_____

Chair , Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer--Clerk of the
Board of Supervisors

By:_____
Deputy

LESSEE:

LAACO, Ltd. a California limited partnership

By:_____
Steven K, Hathaway

Its: Senior Vice President

By: _____
Charles E. Michaels

Its: Secretary

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By:_____
Deputy

To enrich lives through effective and caring service

LOS ANGELES COUNTY
Department of Beaches & Harbors

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

December 3, 2009

TO: Small Craft Harbor Commission

FROM: Santos H. Kreimann, Director

SUBJECT: ITEM 5b – APPROVAL OF RENEWAL OF OPTION TO AMEND LEASE AGREEMENTS – PARCELS 100S/101S (DEL REY SHORES APARTMENTS) – MARINA DEL REY

Item 5b on your agenda pertains to the Renewal of Option to Amend Lease Agreements for Parcels 100S and 101S (Del Rey Shores Apartments), which grants an extension of the Option to Amend Lease Agreements to April 30, 2011 and gives the Director of the Department of Beaches and Harbors the right to grant one additional six-month extension to not later than October 31, 2011, upon payment of a $25,000 fee by the lessee, if, despite lessee's diligent efforts, lessee is still unable to obtain financing by April 30, 2011.

Attached is a copy of the Board letter that explains the details of the proposed renewal, which is attached as an exhibit to the Board letter. Your Commission's endorsement of the Director's recommendation to the Board of Supervisors to approve the proposed Renewal of Option to Amend Lease Agreements as contained in the attached letter is requested.

SHK:GJ:ks
Attachment

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6315 • internet: http://marinadelrey.lacounty.gov

To enrich lives through effective and caring service

Los Angeles County
Department of Beaches & Harbors

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

December 15, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF RENEWAL OF OPTION TO AMEND LEASE AGREEMENTS TO FACILITATE REDEVELOPMENT OF DEL REY SHORES (PARCELS 100S/101S) - MARINA DEL REY (FOURTH DISTRICT) (4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that your Board has previously considered and recertified the Environmental Impact Report and adopted the Environmental Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring Program for the proposed redevelopment project contemplated by the Amended and Restated Lease Agreement with respect to Parcels 100S and 101S (Del Rey Shores) in compliance with the California Environmental Quality Act and the writ of mandate by the Los Angeles Superior Court.

2. Authorize the Chair to execute the attached Renewal of Option to Amend Lease Agreements: a) granting an extension of the Option to Amend Lease Agreements to April 30, 2011; and b) giving the Director of the Department of Beaches and Harbors the right to grant one additional six-month extension to not later than October 31, 2011, upon payment of a $25,000 fee by Lessee, if, despite Lessee's diligent efforts, Lessee is still unable to obtain financing by April 30, 2011.

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://marinadelrey.lacounty.gov

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County is the lessor of two separate ground leases, one for Parcel 100S and the other for Parcel 101S, both of which were entered into for initial terms of approximately 60 years and will expire on March 31, 2022. On December 6, 2006, your Board approved the Option to Amend Lease Agreements for Parcels 100S and 101S ("Option") to facilitate redevelopment of both Parcels by a yet-to-be-named entity ("Lessee"), along with an Amended and Restated Lease Agreement ("Restated Lease") that combines the leases for both Parcels into one document and provides for: an approximately 41-year co-terminus lease extension from March 31, 2022 to July 31, 2063; demolition of the existing apartment buildings on both Parcels (201 units) and construction of 544 new units (including 37 moderate income and 17 very low income on-site affordable apartments); payment of a $1,000,000 lease extension fee; and an $11.05 million rent credit in recognition of construction cost increases and the cost of providing affordable housing, which rent credit may be used to offset rent or extension fees. Total development cost to be expended by Lessee is to be not less than $132,643,000.

The term of the Option has been subject to tolling due to complex litigation that affected the project entitlements, which has been resolved in favor of the issuance of the project entitlements without further opportunity of appeal. According to the Option, Lessee had 45 days from the date of such resolution to exercise the Option. While both the County and the Lessee assumed that the trial court needed to take further action to finalize the judgment, Lessee learned from the court on October 29, 2009 that the court considered the judgment final and would take no further action. Thereafter, the Lessee requested an extension of the Option because of its inability to obtain financing in the remaining time left to exercise the Option.

During the extended entitlement and litigation process, the financing market has changed. In order to provide time for the financing markets to improve and to permit Lessee to continue to seek financing, we are recommending approval of the Renewal of Option to Amend Lease Agreements ("Option Renewal"). The Option Renewal will preserve the terms of the original Option negotiated with the Lessee, which would continue to allow for the redevelopment of these Marina parcels.

Lessee's building plans have been approved by the Building and Safety Division of the County's Department of Public Works and demolition and foundation permits fees have been paid. The permits expire in April 2011. The attached Option Renewal renews the Option for approximately 16 months to April 30, 2011. If despite its best efforts Lessee is unable to obtain the necessary financing within such period, the proposed Option Renewal further authorizes the Director of the Department of Beaches and Harbors ("Department") to grant one additional six-month extension to not later than October 31, 2011, upon payment of a $25,000 extension fee by Lessee.

Implementation of Strategic Plan Goals

The recommended action will allow Lessee to continue its effort towards the proactive redevelopment of the parcel, which will help the County achieve fiscal sustainability (Strategic Plan Goal No. 1, Strategy No. 1).

FISCAL IMPACT/FINANCING

There is no fiscal impact in the short term. If the Option is exercised, there will be an increase in revenues in the future.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms of the leases for Parcels 100S and 101S, which commenced August 1, 1964 and July 1, 1965, respectively, will expire concurrently March 31, 2022. In exchange for lease extensions to the date of July 31, 2063, which will be available upon exercise of the Option, Lessee has agreed to raze the existing improvements and to construct twelve new five-story apartment buildings containing a total of 544 units. The Restated Lease will also require renovations beginning in 2032, with completion no later than 2035, to physically reposition the project to then current market requirements.

The Small Craft Harbor Commission will consider the recommendation to approve the Option Renewal at its meeting on December 9, 2009, and its action will be subsequently communicated to your Board. The Department will provide your Board with the Commission's action prior to your Board's consideration of this item. County Counsel has approved the document as to form.

ENVIRONMENTAL DOCUMENTATION

On December 16, 2008, your Board considered and recertified the Environmental Impact Report and adopted the Environmental Findings of Fact, Statement of Overriding Considerations, and Mitigation Monitoring Program for the proposed redevelopment project contemplated by the Restated Lease with respect to Parcels 100S and 101S (Del Rey Shores) in compliance with the California Environmental Quality Act and the writ of mandate by the Los Angeles Superior Court. The recommended action does not raise any new or different substantive environmental impacts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on other current services or projects.

CONCLUSION

Please authorize the Executive Officer of the Board to send two copies of the executed Option Renewal and an adopted Board letter to the Department of Beaches and Harbors.

Respectfully submitted,

Santos H. Kreimann, Director

SHK:GJ;dlg
Attachment (1)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

RENEWAL OF OPTION TO AMEND LEASE AGREEMENTS
(Parcels 100S and 101S)

THIS RENEWAL OF OPTION TO AMEND LEASE AGREEMENTS ("Renewal") is made and entered into as of the _____ day of _____, 2009, by and between the COUNTY OF LOS ANGELES ("County"), and DEL REY SHORES, a joint venture, and DEL REY SHORES NORTH, a joint venture (collectively, "Lessee").

RECITALS

A. County and Lessee entered into that certain Option to Amend Lease Agreements dated December 12, 2006 (the "Option Agreement") concerning certain real property in the Marina del Rey Small Craft Harbor referenced in the Option Agreement as the Parcel 100S Premises and the Parcel 101S Premises.

B. Due to the prosecution of litigation relating to the Redevelopment Work, the Entitlement Receipt Date under the Option Agreement was delayed.

C. The Option Agreement provided for the Option Expiration Date to occur forty-five (45) days after the Entitlement Receipt Date.

D. One of the conditions to the exercise of the Option was the Lessee having sufficient financial resources to complete the Redevelopment Work. Lessee has informed County that it has been unable to obtain financing for the Redevelopment Work due to the current adverse economic conditions generally affecting the financing market for real estate development projects.

E. Lessee has requested County to renew the term for the exercise of the Option and to extend the Outside Expiration Date under the Option Agreement to permit Lessee to continue to seek financing for the Redevelopment Work, and County is willing to do so in accordance with the terms and provisions of this Renewal.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and County hereby agree as follows:

1. Capitalized Terms. All capitalized terms used in this Renewal and not otherwise defined herein shall have the meanings given such terms in the Option Agreement.

2. Renewal and Extension of Option Term. The Option Agreement is hereby renewed and the Option Expiration Date under the Option Agreement is hereby extended to, and shall hereafter mean, April 30, 2011. Except as set forth in Section 3 below, the Option Expiration Date shall not be subject to further extension under the Option Agreement for any reason whatsoever, including without limitation, pursuant to Section 2 of the Option Agreement.

3. Further Extension of Option Term. In addition to the conditions to Lessee's exercise of the Option set forth in Section 3 of the Option Agreement, an additional condition

to Lessee's exercise of the Option shall be the delivery by Lessee to Director of evidence satisfactory to Director of Lessee having obtained a commitment or commitments for Project Financing (as defined below). For purposes hereof, "Project Financing" means a construction loan from an institutional lender or lenders, at an interest rate or rates and on other terms that are commercially reasonable, in amounts that when combined with Lessee's equity is reasonably expected to provide sufficient funds to complete the Redevelopment Work, all as approved by Director in accordance with the terms and provisions of Section 12.1 of the Restated Lease.

Lessee shall use good faith, diligent efforts to obtain Project Financing as soon as reasonably possible after the date of this Renewal. Every three (3) months after the date of this Renewal (and more often at the request of Director, but not more often than once in any thirty (30) day period) Lessee shall inform Director of Lessee's efforts to obtain, and the status of, its acquisition of Project Financing. If Lessee is unable to obtain Project Financing by April 30, 2011 then Lessee shall have the right to request Director to extend the Option Expiration Date set forth in Section 2 of this Renewal for up to six (6) months to permit Lessee additional time to obtain Project Financing. As a condition to any extension of the Option Expiration Date pursuant to this Section 3, Lessee must request such extension in writing to Director (a "Financing Delay Notice") not later than thirty (30) days prior to the then-existing Option Expiration Date (which Financing Delay Notice may be provisional pending determination of whether Lessee will in fact acquire Project Financing prior to the then-existing Option Expiration Date). The Financing Delay Notice shall include a description of Lessee's efforts to obtain Project Financing and the status of those efforts, including any potential financing sources and the terms and requirements applicable to any such potential financing sources. If (a) Lessee provides the Financing Delay Notice on a timely basis as provided above, (b) Lessee has exercised, and thereafter continues to exercise, its good faith, diligent efforts to obtain Project Financing, and keeps Director apprised of such efforts as provided above, and (c) Lessee continues to be unable to obtain Project Financing by the Option Expiration Date (as extended under this Renewal), <u>then</u> Director agrees to extend the Option Expiration Date for up to six (6) months (but not beyond October 31, 2011) to permit Lessee additional time to obtain Project Financing; provided, however, that such extension shall remain in effect only so long as the conditions set forth in clauses (a) through (c) of this paragraph continue to be applicable; and provided, further, that if Lessee obtains a commitment for Project Financing prior to the end of such six (6) month period, and if Lessee determines to exercise the Option, then Lessee shall be obligated to use its diligent efforts to satisfy all conditions to the exercise of the Option and the funding of the Project Financing, and to exercise the Option, as soon as reasonably possible after its acquisition of the Project Financing commitment (but not later than October 31, 2011). As a condition to the receipt of an extension of the Option Expiration Date beyond April 30, 2011 pursuant to this Section 3, Lessee shall pay to County the sum of Twenty-Five Thousand Dollars ($25,000.00) on or prior to April 30, 2011. Notwithstanding any contrary provision hereof, in no event shall the Option Expiration Date be extended at any time during which there is a material uncured breach or default by Lessee under the Option Agreement or this Renewal, or a material uncured breach or default by Lessee under either of the Existing Leases.

4. <u>County Costs</u>. Regardless of whether Lessee exercises the Option, Lessee shall promptly reimburse County for the Actual Costs (as defined in the Restated Lease) incurred by

County in the review, negotiation, preparation, documentation and administration of this Renewal within thirty (30) days following receipt by Lessee of an invoice from the County for such Actual Costs.

5. No Other Modifications. County and Lessee hereby agree that the Option Agreement, as renewed pursuant to this Renewal, is in full force and effect, as modified by this Renewal. This Renewal incorporates all modifications to the Option Agreement, and all terms and provisions of the Option Agreement that are not in conflict or inconsistent with the terms and provisions of this Renewal shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Renewal as of the date first written above.

LESSEE:

DEL REY SHORES, a joint venture

By: Bryna Investments, L.P.

By: Douglas Ventures LLC, a Delaware limited liability company, General Partner

By: _____
Anne Douglas

By: Epstein Family Trust

By: _____
Jerry B. Epstein, Trustee

By: _____
Pat T. Epstein, Trustee

DEL REY SHORES NORTH, a joint venture

By: Bryna Investments, L.P.

By: Douglas Ventures LLC, a Delaware limited liability company, General Partner

By: _____
Anne Douglas

By: Epstein Family Trust

By: _____
Jerry B. Epstein, Trustee

By: _____
Pat T. Epstein, Trustee

COUNTY:

THE COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI, Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

ROBERT E. KALUNIAN,
Acting County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

MUNGER, TOLLES & OLSON LLP

By: _____

To enrich lives through effective and caring service

Los Angeles County
Department of Beaches & Harbors
Caring for Your Coast

Santos H. Kreimann
Director

Kerry Silverstrom
Chief Deputy

December 3, 2009

TO: Small Craft Harbor Commission

FROM: Gary Jones for Santos H. Kreimann, Director

SUBJECT: **ITEM 6a - ONGOING ACTIVITIES REPORT**

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

On November 10, 2009, the Board of Supervisors approved a recommendation to enter into an agreement for Parcels 52 and GG that extends for up to a maximum of 36 months the period for the proposed lessee (Boat Central) to complete the entitlement process for its proposed development of a boat storage facility and provides assurances to Boat Central that the County will not engage in negotiations for the development or lease of the property with other parties as long as Boat Central complies with its agreement obligations. However, Boat Central no longer has an option for a lease agreement, which will only be considered after its compliance with California Environmental Quality Act (CEQA) requirements.

REGIONAL PLANNING COMMISSION'S CALENDAR

On December 2, 2009, the Regional Planning Commission (RPC) discussed a Project Status Report on the Marina del Rey Local Coastal Program (LCP) Map and Text Amendment. The status report was prepared in response to RPC's inquiry regarding current and future projects that may impact public parking lots in Marina del Rey. The intent of this status report was to identify which public parking lots in the Marina may be impacted by development projects that are part of the LCP Map and Text Amendment and to provide an update for the RPC on the current and future public parking needs that have been analyzed by the Department of Beaches and Harbors for the Marina del Rey area of the County of Los Angeles. Informally, we have learned that Commissioners thought the presentation was very helpful and enhanced their understanding of what is contemplated for the Marina's lots.

On December 16, 2009, the RPC will hold the continued hearing for the proposed projects on Parcels OT (Oceana Retirement Facility) and 21 (Holiday Harbor).

VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE

On November 23, 2009, the City Engineer of the City of Los Angeles wrote to inform that, after careful consideration of the County's concerns about the environmental

effects of the proposed Venice Dual Force Main sewer project, the City intends to place the County's concerns before the City Council, along with the City's analysis and response to the County's concerns. A review of the City's website revealed that the Public Works Committee waived consideration of the item on December 1, 2009, and the item is now on the City Council's December 9, 2009 agenda. Subsequently, we learned from Councilman Rosendahl's office that the item has been moved to the City Council's agenda of January 13, 2010. The City did not provide the Department with any advance notice as requested.

OXFORD BASIN PROJECT UPDATE

There is nothing new to report.

REDEVELOPMENT PROJECT STATUS REPORT

The updated Marina del Rey Redevelopment Projects Descriptions and Status of Regulatory/Proprietary Approvals report is attached.

UNLAWFUL DETAINER ACTIONS

For the month of December, there are two unlawful detainer lawsuits reported by the lessees. Both are for failure to pay rent or other monetary obligations.

DESIGN CONTROL BOARD MINUTES

The minutes from the October 2009 meeting of the Design Control Board are attached.

On December 17, 2009, the DCB is scheduled to review the promenade plans for the projects proposed for Parcel 9U (Woodfin Hotel) and Parcels 10 and FF (Neptune Marina/Legacy Apartments). The Regional Planning Commission (RPC) referred the projects back to the DCB because it was felt the DCB had not been properly informed that the current promenade plans are restricted by the variances being sought. The RPC is currently scheduled to hear the projects again on February 3, 2010, at which time the DCB's input about the promenade restrictions will be used to inform the RPC's decision about whether or not the variances should be granted.

PARCELS 49 AND 77 COMPETITIVE SELECTION PROCESS

The Request for Proposals (RFP) for Development of a Water-Oriented Commercial or Mixed-Use Project with Enhanced Boater Serving Facilities on Admiralty Way Between Mindanao Way and Fiji Way (Parcels 49 and 77), Marina del Rey, was released on October 1, 2009. One response to the RFP was received at the Executive Office of the Board of Supervisors by the deadline of November 17, 2009.

DIVERSION OF BALLONA CREEK DRY WEATHER FLOW TO HYPERION

The County's Department of Public Works (DPW) has reviewed the information provided by Mr. Jim Lissner concerning the feasibility of diverting Ballona Creek's dry weather flow to Los Angeles City's Hyperion Sewer Treatment Plant. We are continuing to coordinate with DPW to explore the possibility of working out an arrangement with Los Angeles City for a connection permit to divert Ballona Creek's low flow to the Hyperion Plant.

PUBLIC ACCESS ON STRIP OF LAND BETWEEN OCEAN FRONT WALK AND THE BEACH

As we advised in November, we will discuss with Councilman Bill Rosendahl's staff at our next quarterly meeting on Monday, December 7, that your Commission is interested in public access (pedestrian and bike) being secured all the way south to the north jetty on the strip of land on Venice Beach located between Ocean Front Walk and the sandy beach area. We will report to your Commission at your meeting what response we received, if any, from the Councilman's representatives.

BICYCLE USE ON THE PROMENADE

Section 19.12.1340.A. of the County Harbor and Maritime Ordinance related specifically to Marina del Rey states, "No person shall ride a bicycle or motorcycle on other than a paved vehicular road or path designated for that purpose. A bicyclist shall be permitted to wheel or push a bicycle by hand over any area normally reserved for pedestrian use." As the promenade has not been designated for bicycle use, bicyclists are currently prohibited from cycling on the promenade.

SHK:gj
Attachments

DRAFT

MINUTES
OF
MARINA DEL REY
DESIGN CONTROL BOARD

October 22, 2009 2:00 p.m.

Department of Beaches and Harbors
Burton Chace Park
Community Building – 13650 Mindanao Way
Marina del Rey, CA 90292

Members Present:	Peter Phinney, A.I.A., Vice-Chair, Fourth District Helena Lin Jubany, First District David Abelar, Second District Tony Wong, P.E., Fifth District
Members Absent:	Simon Pastucha, Third District
Department Staff Present:	Charlotte Miyamoto, Chief, Planning Division Ismael Lopez, Planner Teresa Young, Secretary
County Staff Present:	Tom Faughnan, Principal Deputy County Counsel Michael Tripp, Department of Regional Planning
Guests Testifying:	Jonathan King, LA County Department of Public Works Iwen Tseng, LA County Department of Public Works Jill Peterson, Pacific Ocean Management, LLC Scott Struna, Images Furniture Warehouse Ron Wolter, Factory Signage & Graphics Brian Colacarro, Caruso Affiliated

1. **<u>Call to Order, Action on absences and Pledge of Allegiance</u>**
   Mr. Phinney called the meeting to order at 2:05 p.m. and Ms. Jubany led the Pledge of Allegiance

   Mr. Wong (Jubany) moved to excuse Mr. Pastucha from the meeting {Unanimous Consent}

2. **<u>Approval of the DCB minutes</u>**
   Mr. Wong (Abelar) moved to approve September 24, 2009 minutes {Unanimous Consent}

3. **Design Control Board Reviews**

Mr. Phinney asked Mr. Faughnan if there was a requirement for Board Reviews and stated that the DCB only considers the Reviews to verify the motion language

Mr. Faughnan noted there is no written procedure requiring the DCB to handle DCB Reviews and that the Board could change the process at any time

Mr. Phinney said he would like to speed up the processing of DCB submittals by asking that the Board approve the review of the motion and any conditions following the Board's approval of the item but during the same meeting rather than waiting until the next DCB meeting where the Review has been typically approved

Mr. Faughnan recommended that staff prepare a draft review and the Board could review and finalize the draft review during the same meeting and request changes as deemed necessary.

For more complex motions, the Board at it's discretion, may direct staff to prepare the Board Review for consideration at the following DCB meeting

A. Parcel 50 - Marina Towers - DCB #09-011
Approval of the record of the DCB September 24, 2009 action approving temporary signage for Fresh Brothers Pizza, a new tenant

Ms. Jubany (Wong) moved to approve DCB Review #09-011 as submitted {Unanimous Consent}

B. Parcel 95 – Marina West Center – DCB #09-014
Approval of the record of the DCB September 24, 2009 action approving signage modifications for Islands Fine Burgers & Drinks

Ms. Jubany (Wong) moved to approve DCB Review #09-014 as submitted {Unanimous Consent}

C. Parcel 76 – Marina Towers – DCB #09-015
Approval of the record of the DCB September 24, 2009 action approving signage modifications for Chase Bank

Mr. Abelar (Jubany) moved to approve DCB Review #09-015 as submitted {Unanimous Consent}

D. Parcel 50 – Waterside Marina del Rey – DCB #09-016
Approval of the record of the DCB September 24, 2009 action approving signage for Papillon, a new tenant

Ms. Jubany (Wong) moved to approve DCB Review #09-016 as submitted {Unanimous Consent}

4. Consent Agenda
None

5. Old Business
None

6. New Business

A. Marina del Rey Water Conservation
Mr. King from the Department of Public Works made a Power Point presentation

Board Comments
Mr. Abelar asked if there was any consideration for customers using less than the allowed allotment and if the amount not used carried over to the following month

Mr. King answered that their systems did not handle carryovers and that they asked people to stay within their allotments on a monthly basis to avoid additional fees

Public Comments
None

B. Parcel 95 - Marina West Center - DCB #09-017
Consideration of signage for Images Furniture Warehouse, a new tenant

Mr. Lopez gave an overview of the project

Ms. Peterson added that the pole sign lighting did not work, but the façade-mounted sign did

Public Comments
None

Board Comments
Mr. Phinney asked Mr. Faughnan if the Board could split the project into two requests; a temporary permit request and permanent signage request for separate action

Mr. Faughnan replied it was acceptable

Mr. Phinney suggested reversing the colors with black lettering on a white background

Ms. Jubany commented that the Board reviews signs for consistency with Marina standards and noted that the proposed sign appeared to be utilitarian in design and lacked design creativity

Mr. Lopez stated that the Applicant had previously submitted a sign much like the banner which consisted of plain text on a white background and lacked design. At that time, staff asked for revisions to be made prior to presenting the submittal to the DCB. The Board is reviewing the revised submittal

Mr. Phinney suggested navy blue lettering and graphics on a light blue background

Mr. Wong (Abelar) moved to approve DCB #09-017, as to the extension of the temporary sign for four months and to continue the permanent signage matter. The Applicant shall re-submit a different color scheme for the permanent sign at the next meeting {Unanimous Consent}

C. **Parcel 50 – Waterside Marina del Rey – DCB #09-018**
Consideration of signage of Affordable Portables, a new tenant

Mr. Lopez gave the project overview

Public Comments
None

Board Comments
Mr. Phinney suggested that approval be contingent on the submittal of the Variance application for the additional signs and kiosks at the Center, to the Department of Regional Planning prior to the next DCB meeting

Mr. Colacarro noted they were scheduled for a submittal meeting on November 3, 2009

Mr. Wong (Abelar) moved to approve DCB #09-018 as submitted {Unanimous Consent}

7. **Staff Reports**
All reports were received and filed

Mr. Tripp commented that the hearing on the projects on Parcels 9, 10 and FF were continued by the Regional Planning Commission to February 10, 2010 to allow the applicant time to prepare a final Environmental Impact Report. He added that the Commission requested the projects return to the DCB to review the promenade design because of the zero setback proposal. He noted the Commission did not consider the setback variance request was justified and they asked for more pedestrian promenade amenities be proposed

Mr. Tripp also noted that the Parcels 21 and OT project was continued to February 10, 2010. He added that the Commission considered the loss of public parking spaces and requested that

a parking analysis of all parking impacts resulting from Marina development projects be provided

8. Public Comments

Mr. Riley noted he was sadden by the tragic news of Mr. Stan Wisniewski

Mr. Phinney stated that Mr. Wisniewski had passed away. He praised Mr. Wisniewski's astounding work as a County employee, but most importantly as the former director of the Department of Beaches and Harbors. He then dedicated a moment of silence to observe the passing of Mr. Wisniewski and to adjourn the meeting in his honor.

Adjournment

Mr. Phinney moved to adjourn the Design Control Board meeting at 3:06 p.m. {Unanimous Consent}

Respectfully Submitted,

Teresa Young
Secretary for the Design Control Board

Marina del Rey Redevelopment Projects
Descriptions and Status of Regulatory/Proprietary Approvals
As of November 9, 2009

Map Key	Parcel No. -- Project Name/Lessee	Lessee Name/ Representative	Redevelopment Proposed	Massing and Parking	Status	Regulatory Matters
1	7 -- Tahiti Marina/K. Hakim	Kamran Hakim	* Building refurbishment and relocating landside boating facilities * Docks will not be reconstructed at this time	Parking -- Possible slight reduction of parking due to relocation of landside boating facilities. Impact is currently unknown.	Proprietary -- Term sheet initialed on 9/29/09 Regulatory -- Initial Study received by Regional Planning in May 2009	No Variance proposed
2	8 -- Bay Club/ Decron Properties	David Nagel	* Building refurbishment, no new construction * Docks will be reconstructed	Massing -- Two 43' tall 3-story residential buildings over parking Parking -- 315 residential parking spaces and 172 slip parking spaces	Proprietary -- Term sheet approved by BOS August 2008 Regulatory -- DCB continued from July 2008 with concept approval August 2008. Site Plan Review application filed with DRP on 12/4/08. The 30-day public review period of the MND ends 11/9/09	No Variance proposed
3	9 -- Woodfin Suite Hotel and Vacation Ownership/ Woodfin Hotels	Ben Ryan	* 19-story, 288-room hotel (152 hotel rooms and 136 timeshare suites) * 6-story, 360-stall parking structure * New public transient docks * 28 foot-wide waterfront promenade * Wetland park	Massing -- 19-story hotel with 5-story parking structure, 225' tall, on northern half of parcel with view corridor and wetland park on southern half Parking -- All parking required of the project to be located on site	Proprietary -- Term Sheet approved by BOS February 2007 Regulatory -- DCB initial hearing May 2006, approved in concept June 2006; Regional Planning application filed November 2006; RP Commission continued the item on 10/14/09 and requested a DCB review for promenade improvements and setback variance prior to Item returning to the Commission; anticipated DCB review on 12/17/09	Timeshare component Wetland Variance for enhanced signage and reduced setback adjacent to waterfront promenade
4	10/FF -- Neptune Marina/ Legacy Partners	Sean McEachorn	* 526 apartments * 161-slip marina + 7 end-ties * 28 foot-wide waterfront promenade * Replacement of public parking both on and off site	Massing -- Four 55' tall clustered 4-story residential buildings over parking with view corridor Parking -- 103 public parking spaces to be replaced off site	Proprietary -- Term sheet approved by BOS August 2004; lease documents approved by BOS August 2008 Regulatory -- DCB initial hearing May 2006, approval in concept June 2006; Regional Planning application filed November 2006; RP Commission continued the item on 10/14/09 and requested a DCB review for promenade improvements and setback variance prior to Item returning to the Commission; anticipated DCB review on 12/17/09	LCP amendment to allow apartments on Parcel FF, remove Open Space category, and to transfer development potential from other development zones Parking permit to allow 103 replacement public parking spaces off site Variance for enhanced signage and reduced setbacks
5	100/101 -- The Shores/ Del Rey Shores	Jerry Epstein/ David Levine	* 544-unit apartment complex * 10 new public parking spaces	Massing -- Twelve 75' tall 5-story residential buildings Parking -- All parking required of the project to be located on site plus 10 public beach parking spaces	Proprietary -- Lease extension Option approved by BOS December 2006 Regulatory -- Regional Planning approval June 2006; BOS heard appeal February 2006; and approved project March 2007. Per court order, EIR redone as to grading; BOS approved EIR 12/16/08; Plancheck application filed	Variance for enhanced signage
6	95/LLS -- Marina West Shopping Center/Gold Coast	Michael Pashaie/ David Taban	*23,500 square feet of commercial/retail/restaurant	Massing -- To be determined Parking -- All parking required of the project to be located on site	Proprietary -- Term Sheet approved by BOS October 2007 Regulatory -- DCB initial hearing May 2006; item then on June, July, and September agenda; conceptual approval granted November 2006	
7	145 -- Marina International Hotel/ IWF Marina View Hotel	Dale Marquis/ Mike Barnard	* Complete refurbishment	Massing -- 40' existing and proposed max height Parking -- To be determined	Proprietary -- Term sheet under negotiation Regulatory -- DCB initial hearing November 2008; conceptual approval granted January 2009. Initial Study received by Regional Planning May 2009	No Variance proposed
8	OT -- Oceana Retirement Facility/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	* 114-unit congregate care units plus ancillary uses * 5,000 square feet of retail space * Replacement public parking both on and off site * Public accessway from Washington to Admiralty	Massing -- One 5-story residential (senior) building over ground-floor retail and parking, 65' tall Parking -- All required project parking to be located on site; 92 public parking spaces to remain on site, 94 public parking spaces to be replaced off site near Marina Beach	Proprietary -- Lease documents approved by BOS July 2008. Regulatory -- DCB conceptual approval August 2005; Regional Planning application filed May 2006. DEIR public review period from 9/3 - 10/19/09. RP Commission continued the project during the 10/21/09 hearing to 12/16/09	LCP amendment to create Active Seniors Accommodations Land Use Category and rezone OT from Parking to Active Seniors Accommodations with Mixed Use Overlay Zone, and transfer development potential between Development Zones Parking permit for senior retirement facility and to allow some replacement public parking off site. No Variance proposed
9	33/NR -- The Waterfront	Ed Czuker/Derek Jones	* 292 apartments * 32,400 square-foot restaurant/retail space * Rooftop observation deck * Replacement public parking both on and off site	Massing -- Three 5-story mixed use residential/retail buildings (two 44' tall and one 61' tall) with view corridor Parking -- All required project parking to be located on site; 69 public parking spaces to be replaced on site.	Proprietary -- Lease documents in process and economic terms being negotiated Regulatory -- DCB concept approval August 2004; revised project to DCB on August 2008, then December 2008 where it was continued	LCP amendment to add Residential V and a Mixed Use Overlay Zone to Pcl 33, and, rezone NR to Visitor Serving/Commercial with a Mixed Use Overlay Zone. Parking permit to allow some replacement public parking off site No Variance required
10	IR -- Marriott Residence Inn/ Pacifica Hotels	Dale Marquis/ Mike Barnard	* 147-room hotel * Replacement of public parking both on and off site * Marina Beach Promenade	Massing -- Two hotel buildings above parking, 45' tall, with view corridor Parking -- 197 public parking spaces to remain on site, 20 or 89 public parking spaces to be replaced off site depending on intersection project	Proprietary -- Lease documents approved by BOS Oct 2006 Regulatory -- DCB approved in concept February 2006; Regional Planning application in preparation	LCP amendment to rezone site from Parking to Hotel Parking permit to allow some replacement public parking off site.
11	21 -- Holiday Harbor Courts/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	Phase I * 5-story, 29,300 square-foot mixed-use building (health club, yacht club, retail, marine office) * 92-slip marina * 28 foot-wide waterfront promenade and pedestrian plaza Phase 2 (Parcel C) * Westernmost portion of land to revert to County for public parking	Massing -- One 56' tall commercial building with view corridor Parking -- All parking required of the project to be located on site, including 94 replacement spaces from OT and Parcel 20 boater parking	Phase I Proprietary -- Lease documents approved by BOS July 2008 Regulatory -- DCB conceptual approval obtained August 2005; Regional Planning application (landside) filed September 2006. DEIR public review period from 9/3 - 10/19/09. RP Commission continued the project during the 10/21/09 hearing to 12/16/09 Phase 2 (Parcel C) DCB hearing March and April 2006, item continued.	LCP Amendment to transfer parking from OT to 21 CDP for landside from Regional Planning CDP for waterside from Coastal Commission No Variance proposed
12	42/43 -- Marina del Rey Hotel/ IWF MDR Hotel	Dale Marquis/ Mike Barnard	* Complete refurbishment and dock replacement	Massing -- 36' tall hotel building Parking -- 372 Parking spaces	Proprietary -- Term sheet under negotiation Regulatory -- To be determined	No Variance proposed
13	44 - Pier 44/Pacific Marina Venture	Michael Pashaie/ David Taban	* Build 5 new visitor serving commercial and dry storage buildings * 91,090 s.f. visitor serving commercial space * 143 slips + 5 end ties and 234 dry storage spaces	Massing -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 65'5" tall. 771.5 lineal feet view corridor proposed (259.73 required) Parking -- 381 at grade parking spaces will be provided with shared parking agreement (402 parking spaces are required)	Proprietary -- Term sheet under negotiation Regulatory -- Initial DCB review during the October 2008 meeting. Item was continued and is pending a second review	Shared Parking Agreement No Variance proposed
14	52/GG -- Boat Central/ Pacific Marina Development	Jeff Pence	* 345-vessel dry stack storage facility * 30-vessel mast up storage space * 5,300 s.f. Sheriff boatwright facility	Massing -- 81.5' high boat storage building partially over water and parking with view corridor Parking -- All parking required of the project to be located on site, public parking to be replaced on Parcel 56	Proprietary -- Term sheet approved by BOS on July 2006; SCHC approved Option March 2007; BOS approved Option May 2007 Regulatory -- DCB, on May 2007 (continued from March 2007 meeting; April meeting cancelled) DISAPPROVED project. Regional Planning application filed December 2008. Screencheck Draft EIR received July 2009.	LCP amendment to rezone site to Boat Storage and to transfer Public Facility use to another parcel. Variance for reduced setbacks and Architectural Guidelines requiring that structures be within 15 ft. of bulkhead
15	55/56/W -- Fisherman's Village/ Gold Coast	Michael Pashaie/ David Taban	* 132-room hotel * 65,700 square foot restaurant/retail space * 30-slip new marina * 28 foot-wide waterfront promenade	Massing -- Nine mixed use hotel/visitor-serving commercial/retail structures (eight are 1 or 2-story and one 60' tall hotel over ground floor retail/ restaurant), parking structure with view corridor Parking -- All parking required of the project to be located on site; must include parking for adjacent Parcel 61 lessee (Shanghai Reds) and replacement parking from Parcel 52	Proprietary -- Lease documents approved by BOS December 2005 Regulatory -- DCB hearing May 2006, item continued; approved in concept July 2006. Regional Planning application filed May 2007. Screencheck DEIR in review.	Shared Parking Agreement Variance for reduced setbacks (side and waterfront)
16	64 -- Villa Venetia/ Lyon	Peter Zak	* Complete refurbishment	Massing -- Existing 224 units in 3 stories with portions over parking Parking -- All parking located on site	Proprietary -- Term sheet approved by BOS August 2008 Regulatory -- DCB continued item from July 2006 and approved a redevelopment concept October 2006. Regional Planning application filed December 2006. Project has changed. Refurbishment rather than redevelopment now proposed. Initial study filed with DRP in May 2009.	No Variance proposed

Note: Height information for projects will be shown as information becomes available.