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Caring for Your Coast

Gary Jones
Acting Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

SMALL CRAFT HARBOR COMMISSION
AGENDA
September 11, 2013
10:00 A.M.

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

Audio

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF MINUTES**

   Small Craft Harbor Commission Meeting of August 14, 2013

3. **COMMUNICATION FROM THE PUBLIC**

   This is the opportunity for members of the public to address the Commission on items that are not on the posted agenda, provided that the subject matter is within the jurisdiction of the Commission. Speakers are reminded of the three-minute time limitation.

4. **COMMUNICATION WITH THE COMMISSIONERS**

   This is the opportunity for members of the Commission to provide notification to the public regarding any communication received by the Commissioners from the public, lessees, or other interested parties regarding business of Marina del Rey.

5. **REGULAR REPORTS**

   a. Marina Sheriff - (DISCUSS REPORTS)
      - Crime Statistics (August 2013)
      - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages (August 2013)

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

   c. Marina Boating Section Report (PRESENTATION)

6. **OLD BUSINESS**

a. Status Update – Fisherman's Village (Parcel 56) (DISCUSSION)

7. **NEW BUSINESS**

a. Decennial Rent Adjustment (Parcel 53) (APPROVAL REQUIRED)

b. Announcement of New Acting Director and Review of Departmental Priorities (DISCUSSION)

8. **STAFF REPORTS**

Ongoing Activities (DISCUSS REPORTS)

- Board Actions on Items Relating to Marina del Rey
- Regional Planning Commission's Calendar
- California Coastal Commission Calendar
- Venice Pumping Plant Dual Force Main Project Update
- Redevelopment Project Status Report
- Design Control Board Minutes
- Bike Access on Strip of Land between Ocean Front Walk and the Beach
- Marina Slip Report
- Coastal Commission Slip Report
- Department of Regional Planning Visioning Process
- Report on Marina Displacement Plan
- Report on Change in Boat Storage Capacity at Parcel 44

9. **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) 305-9503.

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
August 14, 2013 – 10:04 a.m.

Commissioners: Allyn Rifkin, Chair; David Lumian, Vice Chair: Dennis Alfieri, Commissioner; Russ Lesser, Commissioner; Vanessa Delgado, Commissioner (excused absence)

Department of Beaches and Harbors: Steve Penn, Chief, Asset Management Division; Matthew Kot, Lease Specialist, Asset Management Division; Michael Tripp, Planning Specialist, Panning Division; Carol Baker, Chief, Community and Marketing Division; Debra Talbot, Manager, Community and Marketing Division.

County: Amy Caves, Senior Deputy County Counsel; Deputy Bryan White, Sergeant Anthony Easter, Sergeant Cody Signater, Sheriff's Department; Gina Natoli, Department of Regional Planning.

Chair Rifkin called the meeting to order at 10:04 a.m. followed by the Pledge of Allegiance and read a prepared speech regarding public comments.

Approval of Minutes: Motion to approve by Commissioner Lesser, seconded by Commissioner Alfieri, unanimously approved.

Item 3 – Communication from the Public:
None

Item 4 – Communication with the Commissioners
Commissioner Alfieri reported he toured the harbor and the promenade at Esprit I. Commissioner Alfieri viewed the seven-foot access-way and the blocked off area for a 4th of July party. He felt there was ample space for the public to walk through the area during the holiday event.

Chair Rifkin reported he attended a Marina del Rey Visioning mobility workshop that took place on July 17, 2013. He also reported receiving emails from the public regarding the template displacement plan. He requested that staff provide a report on the status of the template displacement plan at the next meeting.

Item 5a – Marina Sheriff
Deputy White presented the Liveaboard report. Sergeant Easter discussed the Crime Stats and stated the July theft numbers are high, but with recent arrests, they hope the numbers will go down.

Item 5b – Marina del Rey and Beach Special Events
Carol Baker noted that the summer concert series has been very popular, the Farmers Market is doing well and is looking to add a few more vendors. She further commented that the Beach Eats is getting a lot of good media coverage. She also reported a few recreational events were added and held at the park. They are looking at providing camps during the traditional school holidays for the kids. Ms. Baker introduced the new Marina del Rey Convention and Visitors Bureau Executive Deputy Director Janet Zaldua.

Chair Rifkin welcomed Janet Zaldua.

Item 5c – Marina Boating Section Report
Debbie Talbot gave a report on events within the boating community and provided an update on the Water Bus ridership. A promotion TV channel from Time Warner Cable was here riding the Water Bus to all boarding locations and interviewing people. She mentioned there was a US Coast Guard change of command ceremony held. The new Commanding Officer is Lieutenant j.g. Ryan M. Fox. At the request of the Commission, she reported that the Coast Guard has a Homeland Security website that can be subscribed to which provides local notices to mariners and public comments regarding buoys. Ms. Talbot thanked the Sheriff's Department for their enforcement of the stand-up paddle boarders requirement to carry a personal flotation device, whistle, and light. She noted that the Sunset Series Boat Race is ending on September 11th. San Francisco is hosting the 34th America's Cup on September 7th-21st. She reported the Marina managers' meeting is held every month to discuss anchorages issues, and coordinate anchorage construction. Dock

replacement will start at Burton Chace Park mid-September. The Sea Scouts will relocate to Anchorage 47 and dry storage, and if needed, to other Marina anchorages.

Item 6a – Updated Report From Lessee on Current Operations and Future Re-Development Plans for Fisherman's Village (Parcel 56)
Steve Penn described the nature of the presentation, and a written report was provided to the Commission detailing the lease provision that deals with the lessee's obligation to operate the leasehold and any obligations to re-develop.

Aaron Clark from Armbruster Goldsmith & Delvac introduced the presenters.

Tom Pashaie spoke about various projects that the company is involved in the Marina and the company's interest in moving forward with Fisherman's Village. He described the current state of leasing at the project.

David Taban stated they have everything in place to pursue the project, but feels the visioning plan will delay the re-development process for a couple of years. He briefly spoke about Parcel 44 and 95 projects.

Mr. Clark clarified on Mr. Taban's comments about the visioning process, and that they are in support of the visioning plan and an option has to be negotiated before the project can move forward.

Mr. Hollander presented the Fisherman's Village concept project, and stated Shanghai Red's located at Parcel 61 has made available their existing leasehold to become part of the project. This addition of space allows for another parking structure and Shanghai Red's would then be relocated into the revised project.

Mr. Pashaie stated currently the existing Fisherman's Village is thirty-two thousand square feet, but with the new project it will expand to be approximately sixty-four thousand square feet and would create an attractive project to visit.

Captain Alex Balian supports the project and requests that the process move forward. He commented on the visioning process and how it might negatively impact the timeline for approvals of a re-developed Fisherman's Village. He supported moving the project forward.

John Rizzo shared a history of a previous developer's business conduct with Marina assets. He further stated the public should have a greater involvement in the project.

Diane Barretti supported the project moving forward.

Larry Plotkin stated this project should be fast-tracked and given the attention it deserves to move forward.

Mia Falkenstein representing Hornblower Cruises supported the project and feels the re-development is critical to the future of Los Angeles County tourism, potential revenue, the residents and how Marina del Rey is being utilized.

Patricia Younis commented the community deserved a world class entertainment venue, supports the visioning process but would like to see the Fisherman's Village project moved forward.

Mark Santyrz supported the project and stated boaters are in need of dinghy docks to access the area.

Greg Eckhardt gave his support for the project.

Commissioner Lesser noted that Fisherman's Village is still heavily visited during the weekends and felt it would be extremely popular were it to be redeveloped. He wanted clarification on the hotel location and also if there is more than one hotel planned.

Mr. Hollander pointed out the location of the hotel and provided a brief description of what is in the hotel and the room count at 139 rooms.

Commissioner Lesser stated a balance between a hotel and a lot of open areas for entertainment is important.

Commissioner Lumian asked where Shanghai Red's would be located.

Mr Hollander pointed out the location and stated it would have a second floor banquet facility and the amount of square footage will be roughly the same as the existing location.

Commissioner Lumian asked about the boat rental facilities and spaces.

Mr. Hollander responded about the location and that there would be a lot more spaces available for boat rentals.

Commissioner Lumian asked about parking.

Mr. Hollander stated there will be thirteen hundred parking spaces available in the new plan versus 505 spaces currently existing.

Commissioner Alfieri asked about slip breakdowns, and if slips would stay the same.

Mr. Hollander stated the slips will change in size and configuration.

Mr. Clark mentioned there will be moorage for the charter boats which will alleviate parking issues.

Mr. Pashaie commented on the functional design of the planned marina.

Mr. Clark outlined the location of moorage for commercial passenger vessels.

Commissioner Lumian inquired about the fishing vessel pick-up location.

Michael Tripp reported the plan is to have the fishing vessel relocated to Dock 77.

Chair Rifkin asked if staff can briefly address if the visioning process is delaying the project.

Mr. Tripp responded that Regional Planning will be presenting an update on the visioning process and noted that DRP would answer the question at the time of their presentation.

Commissioner Lumian expressed his pleasure with the plan for more dinghy docks, open spaces and making the area more of a magnetic asset. He asked about any plans to spruce up the project in the interim.

Mr. Pashaie responded the existing courtyard would be remodeled prior to the redevelopment.

Commissioner Lumian commented on how he felt that the boat rental facilities and the parasailing is important.

Mr. Pashaie noted that this is going to be a family and children oriented project.

Commissioner Lesser spoke about the demographics of the visitors and his preference that the family atmosphere continues. He wanted to point out the County may own the land and is entitled to a fair return on lease income; it is the developer who puts up the money and funds the project and the developer needs a fair risk-adjusted return.

Mr. Clark commented on why it was important for a small hotel at the location and he also mentioned that they are working with the State on the Ballona Wetlands to develop an interface with the natural reserve.

Commissioner Lesser mentioned it is a wonderful location for a boutique hotel.

Chair Rifkin noted there is an urgent request from the public for dinghy access. He wanted to know what steps would be needed to move this component of the project forward.

Mr. Tripp replied the docks would need to be designed at a cost estimated to be three hundred thousand dollars, and then a coastal development permit or a waiver for replacement of the dock.

Chair Rifkin asked about the timeline.

Mr. Tripp estimated it would take about a year.

Mr. Rikfin asked about authority to negotiate a timeline for approval of Fisherman's Village project.

Mr. Tripp stated Regional Planning is performing the visioning process and intends to finish up this summer.

Chair Rifkin asked for a timeline to be set and a report be presented for discussion to track the progression.

Commissioner Lumian suggested considering passing a resolution requesting the timeline and a request to expedite the process to whatever degree possible. He also commented is on having the dinghy docks in the interim. He recalls there used to be a dinghy dock in front of Fisherman's Village that was taken away when the Catalina ferry terminal was put in.

Mr. Tripp responded he was not sure if they had dinghy docks before.

Mr. Clark stated it has been leased by the boat rental operators.

Commissioner Lumian motioned to urge staff to expedite the process as much as possible preserving public input as required, establish a timeline with regular report provided, seconded by Commissioner Lesser for discussion.

Commissioner Lesser would like to hear what Regional Planning has to say and see how it would affect the motion.

Chair Rifkin asked if Commissioner Lumian would entertain amending the motion asking for specific details in a way to move forward on the dinghy project.

Commissioner Lesser noted the motion should imply that a schedule be provided with steps and monitoring.

Mr. Clark stated if there is a plan to redo the Parcel 55 docks he hopes the Department works with the developer.

Mr. Tripp stated the project is moving forward to replace the docks at Parcel 55 and the Department will work with the developer on the Fisherman's Village project. He explained that the docks have to be replaced because of the condition from the Regional Planning Commission for the Boat Central project to accommodate FantaSea charters at that dock and move the sportfishing boats to Parcel 77. The docks have to be built before Parcel 52 can be demolished.

Chair Rifkin asked for the information to be included into the timeline.

Commissioner Lumian stated his resolution, which has been amended by Commissioners, is asking staff to seek ways during the interim to create a dinghy dock at any location. Chair Rifkin asked to take a vote on the amended motion. The Commission unanimously voted for a resolution asking for further action.

Item 7 – Presentation on Status of Proposed Re-Development for Pier 44 (Parcel 44)
Mr. Penn gave a brief introduction to the presentation.

Mr. Tripp gave the presentation detailing the condition, and spoke about the entitlement process. The EIR's Notice of Preparation and Initial Study will be released on August 15th, public comment period from August 19th - September 19th , and a scoping meeting on September 10th at Chace Park. Subsequent to the public comment period a hearing officer will prepare a report and the item will go before the Department of Regional Planning for public comment and a vote of approval of the Regional Planning Commission.

Matt Kot provided the staff report detailing the nature of the project.

Mr. Clark spoke briefly about the project on behalf of the lessee.

Mr. Hollander discussed the nature and details of the Pier 44 project.

Chair Rifkin asked about changes to the slip count.

Mr. Clark responded the slip count will be going down but was approved as part of the Master Waterside CDP.

Mr. Tripp reported the slip count will adjust from a current count of approximately 220 slips to approximately 180 slips in the redeveloped plan with the loss is due to ADA compliance and the dry storage project.

Mr. Hollander outlined the incorporation of dinghy docks into the project.

Chair Rifkin asked for public comment.

John Rizzo spoke about corruption in the Marina.

Captain Alex Balian commented on illegal charter operations, and would like to hear discussion about license charter pick-up points.

Commissioner Lesser noted the letter of support from South Coast Corinthian Yacht Club, and inquired about the number of slips lost and dry-stack storage spaces gain net changes.

Mr. Tripp will report back to the Commission on the changes in boat storage capacity.

Commissioner Alfieri commented about the unlicensed charter boat operators.

Commissioner Lumian commented about incorporating the South Coast Corinthian Yacht Club into the project. He also expressed concerns that Pier 44 is an area of the Marina that routinely brings first time sailors into the Marina and that he would like these opportunities and the businesses that serve new boaters brought into the project.

Mr. Hollander responded the second floor of the West Marine building is dedicated to boat brokers and a lounge area has been created for the boaters in the Pier 44 marina.

Chair Rifkin stated Trader Joes is a great addition to the area as a support for area residents and boaters. He asked for confirmation about the routing of this project for approvals.

Mr. Tripp outlined the timeframe and hurdles for the project's approval.

Mr. Penn informed the Commissioners that the project will come back to the Commission for endorsement prior to being presented to the Board of Supervisors for approval.

Chair Rifkin stated the Commissioners' comments on the project are noted.

Item 8 – Staff Reports
Chair Rifkin requested to have the Department of Regional Planning provide their report on the visioning process before staff provides the staff report.

Gina Natoli provided an update on the visioning process. There have been three community outreach meetings with approximately 200 people in attendance. Input can also be taken online at www.envisionmdr.com, outreach was done for the adjoining neighborhood councils, and outside groups such as the Boys and Girls Club and neighborhood interest groups. The visioning process will be completed by November 2013, and a visioning plan would be released that consolidates all input and evaluations for presentation to the Board of Supervisors. The Department of Regional Planning will then move forward with drafting recommendations for an update to the Local Coastal Program.

Chair Rifkin asked if this process holds back Fisherman's Village.

Ms. Natoli stated that there is no moratorium on development, but has asked to keep options open. She explained that the goal of the visioning process is to identify uses and locations for those uses that best serve the long-term plans for the Marina. She further explained that this is not a zoning effort.

Chair Rifkin ask for comments on the scope of visioning process.

Ms. Natoli stated the visioning allows for concepts to be looked at on a Marina-wide basis. She explained that it was not a parcel-by-parcel evaluation of land-uses but a comprehensive evaluation of uses within the marina as a whole and not a land-use and zoning review.

Commissioner Alfieri asked if there was a way to move forward on Fisherman's Village project without being hindered by the visioning process.

Ms. Natoli responded by the end of the year they would know what the DRP would like to propose to the Board of Supervisors.

Commissioner Lesser asked what percent of leases that do not expire in the next 30 years or more.

Ms. Natoli stated that this is just a picture of what we want for the future, and can be used as a guide for development.

Commissioner Lesser asked for Ms. Natoli's opinion on what would be the public's view of the Fishermen's Village project as presented.

Ms. Natoli stated from the public input she has seen, the public would like it to be revitalized.

Commissioner Lumian thanked Ms. Natoli for her presentation and hoped to get a monthly update from staff.

Chair Rifkin also thanked for providing the presentation and outreach program.

Mr. Penn pointed out the slip report has a slight increase in vacancy. He also noted follow-up on the 4th of July event and the absence of public complaints.

Commissioner Lesser commented on the vacancy report. He noted that the marinas with high vacancies are either recently completed or pending re-development. He noted the balance of the anchorages were running at less than 10% vacancy rates.

Mr. Clark stated the lessee is not against the visioning process and they are looking forward to working through the process.

Adjournment

Chair Rifkin adjourned the meeting at 12:08 p.m.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MARINA DEL REY STATION
PART I CRIMES AUGUST 2013

	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										
Rape										
Robbery: Weapon							1	2		3
Robbery: Strong-Arm		1					1	1		3
Aggravated Assault	1							2		3
Burglary: Residence	1						3	10	4	18
Burglary: Other Structure	5					1	1	1		8
Grand Theft	3	3			2		1		2	11
Grand Theft Auto	4	2				1	1			8
Arson										
Boat Theft										
Vehicle Burglary	1		1			1		3	2	8
Boat Burglary										
Petty Theft	12	6		1	1	1	2	2	3	28
REPORTING DISTRICTS TOTALS	**27**	**12**	**1**	**1**	**3**	**4**	**10**	**21**	**11**	**90**

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

Source- LARCIS, **Date Prepared September 05, 2013**

CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 2 CRIMES - AUGUST 2013

Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide		
Rape		
Robbery: Weapon		1
Robbery: Strong-Arm		1
Aggravated Assault		
Burglary: Residence		3
Burglary: Other Structure		1
Grand Theft	2	1
Grand Theft Auto		1
Arson		
Boat Theft		
Vehicle Burglary		
Boat Burglary		
Petty Theft	1	2
Total	**3**	**10**

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

Source- LARCIS, **Date Prepared September 05, 2013**
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART CRIMES- AUGUST 2013

Part I Crimes	MARINA AREA (RD'S 2760-2763)	EAST END (RD'S 2764-2768)
Homicide		
Rape		
Robbery: Weapon		3
Robbery: Strong-Arm	1	2
Aggravated Assault	1	2
Burglary: Residence	1	17
Burglary: Other Structure	5	3
Grand Theft	6	5
Grand Theft Auto	6	2
Arson		
Boat Theft		
Vehicle Burglary	2	6
Boat Burglary		
Petty Theft	19	9
Total	**41**	**49**

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

Source- LARCIS, **Date Prepared – September 05, 2013**
CRIME INFORMATION REPORT - OPTION B

MARINA DEL REY HARBOR
LIVEABOARD COMPLIANCE REPORT
2013

Liveaboard Permits Issued		
	July	**August**
New permits Issued:	**4**	**5**
Renewal Issued:	**15**	**12**
Total:	**19**	**17**
Notices to Comply Issued:	**31**	**27**

Totals:	**July**	**August**
Liveaboard:	**274**	**276**
Current Permits:	**229**	**236**
Expired Permits:	**34**	**32**
No Permits:	**11**	**8**

Total reported vessels in Marina del Rey Harbor: **4208**

Percentage of vessels that are registered liveaboards **6.56%**

Number of currently impounded vessel: 12

Tuesday, September 03, 2013

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Caring for Your Coast

Gary Jones
Acting Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

September 5, 2013

TO: Small Craft Harbor Commission

FROM: Gary Jones, Acting Director

SUBJECT: **AGENDA ITEM 5b - BEACH AND MARINA DEL REY SPECIAL EVENTS**

MARINA DEL REY

MARINA DEL REY FARMERS' MARKET

Marina "Mother's" Beach ♦ 4101 Admiralty Way ♦ Marina del Rey
Thursdays
7:30 a.m. - 1:30 p.m.

The Department of Beaches and Harbors, in collaboration with Southland Farmers' Markets Association, is offering the Marina del Rey Farmers' Market on Thursdays. The Marina del Rey Farmers' Market offers fresh, locally-grown organic and conventionally grown fruits and veggies. Also available are prepared and packaged foods, hand-crafted products and much more! Paid parking is available at beach parking lot #10 for 25 cents for every 15 minutes.

For more information call: Marina del Rey Visitors Center at (310) 305-9545

"BEACH EATS" GOURMET FOOD TRUCKS

Marina "Mother's" Beach ♦ 4101 Admiralty Way ♦ Marina del Rey
Thursdays
5:00 p.m. - 9:00 p.m.

The Department of Beaches and Harbors is sponsoring gourmet food trucks in Marina del Rey on Thursday evenings, offering delectable dishes plus a chance to picnic on the beach. The "Beach Eats" gourmet food truck events are held from 5 p.m. to 9 p.m. The assortment of trucks varies week to week. Paid parking is available at beach parking lot #10 for 25 cents for every 15 minutes.

For more information call: Marina del Rey Visitors Center at (310) 305-9545

BURTON CHACE PARK WALKING CLUB

Burton Chace Park ♦ Lobby ♦ 13650 Mindanao Way ♦ Marina del Rey
Tuesdays & Thursdays
10:30 a.m. - 11:30 a.m.

The Department of Beaches and Harbors is sponsoring a FREE one-hour walking club. Get your exercise while taking in the beautiful view of the Marina del Rey harbor. Please RSVP by calling (310) 305-9595.

For more information call: (310) 305-9595

BURTON CHACE PARK FITNESS CLUB

Burton Chace Park ♦ Lobby ♦ 13650 Mindanao Way ♦ Marina del Rey
Wednesdays
11:30 a.m. – 12:30 p.m.

The Department of Beaches and Harbors is offering FREE outdoor group workout sessions. Come get in shape with an experienced instructor in beautiful Burton Chace Park. Ages 13 and up. Please RSVP by calling (310) 305-9595.

For more information call: (310) 305-9595

BURTON CHACE PARK SENIOR RECREATION PROGRAM

Burton Chace Park ♦ Lobby ♦ 13650 Mindanao Way ♦ Marina del Rey
2nd and 4th Wednesday of each month, beginning September 11, 2013
10:00 a.m. – 12:00 p.m.

The Department of Beaches and Harbors is offering a new recreational program for senior citizens at Burton Chace Park. Come join fellow seniors for bingo, dancing, art projects, exercising and more.

For more information call: (310) 305-9595

SUNSET SERIES SAILBOAT RACES 2013

Marina del Rey
Wednesdays, through September 11, 2013
5:30 p.m. - 8:00 p.m.

Spectators can enjoy these races from the comfort of one of the water-view restaurants, Fisherman's Village and the North Jetty on Wednesday evenings between 5:30 p.m. (sailboats leaving the harbor) and 8:00 p.m. (race finishes at California Yacht Club).

For more information call: (310) 823-4567

FISHERMAN'S VILLAGE WEEKEND CONCERT SERIES
Sponsored by Pacific Ocean Management, LLC
All concerts from 2:00 p.m. - 5:00 p.m.

Saturday, September 7
Friends, playing R&B

Sunday, September 8
Jimi Nelson & The Drifting Cowboys, playing Country

Saturday, September 14
Jimbo Ross and the Bodacious Blues Band, playing Blues

Sunday, September 15
Upstream, playing Reggae

Saturday, September 21
Bob De Sena, playing Latin Jazz

Sunday, September 22
2 Azz 1, playing Urban Jazz Funk

Saturday, September 28
The Kid and Nic Show, playing American

Sunday, September 29
Brasil Brazil, playing Salsa/Bossa Nova

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

BEACH EVENTS

BEACH SHUTTLE

Through September 29, 2013
Fridays and Saturdays from 10:00 a.m. - 10:00 p.m.
Sundays from 10:00 a.m. - 8:00 p.m.

Catch a free ride on the Beach Shuttle to and from Playa Vista, Marina del Rey and the Venice Beach Pier, and enjoy the surf, sand and surroundings of Marina del Rey in a hassle-free and relaxing way. The Beach Shuttle operates on weekends and will also provide transportation to and from the Abbot Kinney Festival on Sunday, September 29th.

For more information call: Marina del Rey Visitors Center (310) 305-9545

CALIFORNIA COASTAL CLEANUP DAY

Los Angeles County Beaches
September 21, 2013
9:00 a.m. – 12 p.m.

Coastal Cleanup Day is a great opportunity for you, your family, friends and neighbors to join together to take care of our fragile marine environment. Show community support for our shared natural resources, learn about the impact of marine debris and how we can prevent it, and have some fun! If you volunteer just one day a year, this is the event!

For more information call: Heal the Bay at (800) HEAL-BAY or visit www.healthebay.org

SHK:CB:cml

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Caring for Your Coast

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Deputy Director

September 5, 2013

TO: Small Craft Harbor Commission

FROM: Gary Jones, Acting Director

SUBJECT: **ITEM 6a – STATUS UPDATE FOR FISHERMAN'S VILLAGE (PARCEL 56)**

Item 6a is a follow up from the August 2013 meeting. Staff will provide your Commission with a verbal update at the meeting.

GJ:MK

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Caring for Your Coast

Gary Jones
Acting Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

September 5, 2013

TO: Small Craft Harbor Commission

FROM: Gary Jones, Acting Director

SUBJECT: **ITEM 7a – APPROVAL OF AMENDMENT NO. 14 TO LEASE NO. 5691 THE BOATYARD (PARCEL 53 at 13555 FIJI WAY) MARINA DEL REY**

Item 7a pertains to Lease No. 5691 The Boatyard and the adjustment of annual rent and insurance coverage amounts on March 1, 2012 and every tenth anniversary thereafter. The Department of Beaches and Harbors is proposing to revise the rent structure to replace participation in gross receipts of sub-tenants' business activities with the participation in the gross receipts of the master tenants. As such, Lessee has agreed to amend the County percentage rent based on the following percentages of gross receipts: 1) Boat Hauling, Launching at 4%; 2) Boat Repairs, Haul-Out, Pump-out at 4%; and 3)Fuel/ Petroleum Sales at 6%. All other percentage rental rates will be maintained at their current levels. The Lessee has also agreed to pay the County the following percentages of all gross revenues received inclusive of reimbursed operating expenses: 1) Office rentals or occupancies used for the display, sale, or rental of boats, yachts, trailers, trailer cabanas, recreational vehicles or other similar items at 16%.

The recommended adjustments have been made to prevent the loss of boat sales business and additional service providers that have in recent years, sought to locate outside of the boundaries of Marina del Rey to avoid participation in the County's gross receipts rent structure. Additionally, master lessees have become reluctant to lease space to certain sub-tenants given the difficulty of confirming the nature and location of business relating to boat sales.

A vibrant and convenient boat sales environment is critical to the commercial success of the Marina and retention of the sub-tenants providing those services is in jeopardy absent the adjustments to County rent structure as outlined above.

Changes in estimated near-term annual rent are expected to be negligible. Long- term rents are expected to increase by tenant retention that drives higher occupancy in the Marina. Amendment No. 14 also provides that, following the Amendment No. 14 Effective Date, all annual rent adjustments shall either increase the annual rent or

maintain it at the then current amount. The current insurance coverage amounts were adjusted by the County to accommodate increased coverage limits.

Your Commission's endorsement of the recommendations in the draft Board letter attached is requested. Staff will inform your Commission should there be any material change made to this draft prior to submitting it to the Board of Supervisors for approval.

GJ:MK:an

Attachments

Parcel 53 Lease Amendment No. 14

Small Craft Harbor Commission
September 11, 2013

COUNTY OF LOS ANGELES DEPARTMENT OF BEACHES & HARBORS
Caring for Your Coast

Parcel 53

- Parcel 53, commonly known as The Boatyard, contains a boat repair yard and haul-out cranes, a 17, 333 square foot commercial building, 113 slips, paved parking, and a boat display area.

- The leasehold occupies 4.11 acres of land area and 2.98 acres of water area in Marina del Rey.

- The 60-year ground lease between the County and the lessee was executed in 1962.

Parcel 53

- The Parcel 53 lease requires adjustment of annual rents and insurance coverage amounts every 10 years. The current adjustment is for the period March 1, 2012 to February 28, 2022.

- The current insurance coverage amounts are deemed adequate by County's CEO Risk Management.

Parcel 53

- Proposed rental structure changes replaces County participation in sub-tenant's gross receipts for boat sales and repair related businesses by increasing County's share of master-lessee's rental income from boat sales and repair related businesses.

- Re-structured lease terms are intended to avert loss of boat sales businesses within MDR as these operators have been looking to offices outside of MDR to avoid gross receipts participation. Similarly, repair related businesses have in recent years left the Marina.

- The current insurance coverage amounts were increased per guidelines provided by County risk management.

DRAFT

September __, 2013

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 AMENDMENT NO. 14 TO LEASE NO. 5691
THE BOATYARD (Parcel 53 at 13555 Fiji Way)
MARINA DEL REY
(FOURTH DISTRICT) (4 VOTES)

SUBJECT

This Board letter requests approval of a Marina del Rey lease amendment for Parcel 53 (The Boatyard) that adjusts percentage rents, adjusts square foot rental provisions, increases the rental security deposit and updates insurance provisions.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed lease Amendment No. 14 is categorically exempt under the California Environmental Quality Act pursuant to class 1(r) of the County's Environmental Document Reporting Procedures and Guidelines and Section 15301 of the State CEQA Guidelines.

2. Approve and authorize the Chairman to sign the attached Amendment No. 14 to Lease No. 5691, pertaining to the readjustment of rents and insurance for a ten-year term ending February 28, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Marina del Rey leases generally 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.

The Parcel 53 lease required adjustment of annual rents and insurance coverage on March 1, 2012 (2012 Rental Adjustment Date) and every tenth anniversary thereafter. The Department of Beaches and Harbors is proposing to the revise rent structure to replace

participation in gross receipts of sub-tenants' business activities with the participation in the gross receipts of the master tenants. As such, Lessee has agreed to amend the County percentage rent based on the following percentages of gross receipts: 1) Boat Hauling, Launching at 4%; 2) Boat Repairs, Haul-Out, Pump-out at 4%; and 3)Fuel/ Petroleum Sales at 6%. All other percentage rental rates will be maintained at their current levels. The Lessee has also agreed to pay the County the following percentages of all gross revenues received inclusive of reimbursed operating expenses: 1) Office rentals or occupancies used for the display, sale, or rental of boats, yachts, trailers, trailer cabanas, recreational vehicles or other similar items at 16%.

The recommended adjustments have been made to prevent the loss of boat sales and repair businesses in Marina del rey. In recent years, those companies have sought to locate outside of the boundaries of Marina del Rey to avoid participation in the County's gross receipts rent structure. The difficulty of confirming the nature and location of transactions relating to boat sales given the proliferation of internet-based sales across wide geographies outside of the Marina is widely cited as a negative influence on locating those businesses within the Marina. This difficulty in tracking transactions has made verifying the accuracy of Marina del Rey based sales difficult, if not impossible, and necessitates an adjustment of the rental structure.

A vibrant and convenient boat sales and repair environment is critical to the commercial success of the Marina and retention of the sub-tenants providing those services is in jeopardy absent the adjustments to the County rent structure as outlined above.

Amendment No. 14 also provides that, following Amendment No. 14 Effective Date, the minimum rent is adjusted on the fifth anniversary of March 1, 2013 and on March 1st of every fifth year to an amount equal to 75% of the average annual rent payable by the lessee to the County over the prior five years. All future annual minimum rent adjustments shall either increase the annual minimum rent or maintain it at the then-current amount.

As of the Effective Date, the Amendment also provides that the rental security deposit be maintained at an amount equal to three times monthly minimum rent and, as of the date the Amendment is executed, incorporates changes to the indemnity clause, insurance requirements, and miscellaneous insurance provisions to conform to the Chief Executive Office Risk Management Branch's new and more stringent requirements.

Implementation of Strategic Plan Goals

The recommended action will keep County percentage rent categories at Parcel 53 comparable to other Marina del Rey leaseholds and incorporates the new insurance provisions, in fulfillment of Strategic Plan Goal No. 1, "Operational Effectiveness", Strategy 1, "Fiscal Sustainability".

FISCAL IMPACT/FINANCING

There will be negligible fiscal impact from your Board's approval of Amendment No. 14.

Operating Budget Impact

Upon your Board's approval of Amendment No. 14, the Department of Beaches and Harbors anticipates no immediate financial impact. The Department does anticipate a long-term financial benefit through the retention of boat sales and repair sub-tenants driving an increase in occupancy levels for marine specific uses.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as The Boatyard, Parcel 53 is improved with a boat repair yard, a free-standing 17,333 square foot building, 113 boat slips including 2 water docks, paved parking and a boat display area on 4.11 acre site plus 2.98 acres of water in Marina del Rey, California. The 60-year ground lease between the County and the lessee commenced March 1, 1962 and will expire on February 28, 2022.

This proposed Amendment has been approved as to form by County Counsel. At its meeting of September 11, 2013, the Small Craft Harbor Commission _____ the recommendation of the Acting Director of the Department of Beaches and Harbors that your Board approve and execute the proposed Amendment No. 14.

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment No. 14 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 and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services from your Board's approval of Amendment No. 14.

CONCLUSION

Please have the Chairman sign all three copies of Amendment No. 14 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. Should you have any questions or comments, please contact Matthew Kot at (310) 305-1439 or mkot@bh.lacounty.gov.

Respectfully submitted,

Gary Jones
Acting Director

Attachment (1)

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

GJ:SP:MK:anr

AMENDMENT NO. 14 TO LEASE NO. 5691

PARCEL NO. 53–THE BOATYARD

READJUSTMENT OF RENT AND INSURANCE

THIS AMENDMENT TO LEASE is made and entered into this _____ day of _____, 2013 (the "Effective Date").

BY AND BETWEEN **COUNTY OF LOS ANGELES, hereinafter referred to as "County",**

AND **HARBOR REAL ESTATE LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter referred to as "Lessee"**

RECITALS:

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 5691 under the terms of which County leased to Lessee's predecessor in interest 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 53, which leasehold premises (the "Premises") are more particularly and legally described in Exhibit "A" attached to and incorporated in said Lease, and amended (the Lease and all amendments are collectively hereafter referred to as the "Lease"); and

WHEREAS, the parties hereto have reached agreement with respect to the annual rent that is to apply as of March 1, 2012 (the "2012 Rental Adjustment Date"); and

WHEREAS, parties wish to amend the Lease as set forth herein.

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

1. Security Deposit. Commencing as of the 2012 Rental Adjustment Date, Section 7 of the Lease is deleted in its entirety and the following substituted therefor:

   "7.1 Amount and Use. Lessee shall deliver to and maintain with County a security deposit (the "**Security Deposit**") in an amount equal to the sum of three (3) times the Monthly Minimum Rent in effect from time to time during the Term (i.e., adjusted to reflect any change in Monthly Minimum Rent during the Term of this Lease). The Security Deposit shall secure Lessee's obligations pursuant to this Lease, and may be drawn on by County, in whole or in part, to cover (a) delinquent rent not paid by Lessee within any applicable notice and cure period, and (b) any other Events of Default of

Lessee under this Lease. The Security Deposit shall be applied at the discretion of County. Lessee shall have the right to maintain the Security Deposit in form cash or in the form of a certificate of deposit, letter of credit or other approved investment instrument acceptable to County with respect to form, content and issuer. As long as no Event of Default by Lessee exists under the Lease, Lessee shall be entitled to any interest or other earnings actually earned on any unapplied portions of the Security Deposit delivered to County form of a certificate of deposit or other approved investment instrument (as opposed to cash, on which Lessee shall not be entitled to interest). Provided that no Event of Default then exists under the Lease, at the end of each Lease Year Lessee shall be entitled to a credit for all unexpended interest accruing to Lessee's benefit with respect to the Security Deposit during such Year pursuant to the immediately preceding sentence. Notwithstanding any contrary provision hereof, County shall have the right at any time to apply any accrued but uncredited interest (which accrued during non-Event of Default periods) against delinquent rents and other amounts owed by Lessee under the Lease.

7.2 Replacement. In the event that some or all of the Security Deposit is drawn against by County and applied against any delinquent rent not paid by Lessee within any applicable notice or cure period, or against other Events of Default of Lessee hereunder, Lessee shall, within ten (10) days after receipt of written notice of the amount so applied and the reasons for such application, deposit sufficient additional funds with County, or cause the issuer of any letter of credit to reinstate the letter of credit to its full face amount, so that at all times that this Lease is in effect (other than between the date of the application of funds by County and the expiration of said ten (10) day period), the full amount of the Security Deposit shall be available to County. Failure to maintain and replenish the Security Deposit, if not cured within thirty-five (35) days, shall constitute an Event of Default hereunder.

7.3 Renewal. Any letter of credit procured by Lessee and delivered to County shall provide for notice to County by the issuer thereof no less than sixty (60) days prior to the expiration of the term of such letter of credit in the event that the issuer thereof is not irrevocably committed to renew the term of such letter of credit. In the event that, thirty (30) days prior to the expiration of such letter of credit, Lessee has not provided County with satisfactory evidence of its renewal or replacement, or has not provided County with adequate replacement security, County may draw down upon the letter of credit and hold the funds as security for Lessee's obligations as set forth in this Lease and may apply the funds to cover delinquent rent not paid by Lessee within any applicable notice and cure period and/or any other Event of Default of Lessee under this Lease."

2. Square Foot and Holding Rental. Commencing as of the 2012 Rental Adjustment Date, Section 12 of the Lease is deleted in its entirety and the following substituted therefor:

"12. Rental Payments. Throughout the Term, for the possession and use of

the Premises granted herein, Lessee shall pay County (a) the Annual Minimum Rent described in subsection 12.1 below, and (b) the Percentage Rent described in Section 13. For purposes of this Lease "Annual Rent" shall mean the aggregate of the Annual Minimum Rent and Percentage Rent.

12.1 Annual Minimum Rent and Monthly Minimum Rent. Lessee shall pay to County the minimum rent described in this Subsection 12.1 (subject to adjustment pursuant to Sections 12.2 below) during each Lease Year during the Term (the "Annual Minimum Rent"). Annual Minimum Rent shall be payable by Lessee to County on a monthly basis in equal installments of one-twelfth (1/12th) of the Annual Minimum Rent (the "Monthly Minimum Rent"); provided, however, if any period during which the Annual Minimum Rent is calculated is shorter or longer than a calendar year, then the Annual Minimum Rent for such period shall be calculated on a pro rata basis based on the number of days in the applicable period as compared to 365, and Monthly Minimum Rent shall be payable in equal monthly installments of such pro rata Annual Minimum Rent.

Annual Minimum Rent shall be equal to seventy-five percent (75%) of the average total rent that was payable by Lessee under the Existing Lease for each of the five (5) full Lease Years preceding the Effective Date, provided that in no event shall the Annual Minimum Rent for the period described in this paragraph be less than the annual square foot rental required to be paid under Section 12 of the Existing Lease as of the date immediately prior to the Effective Date.

As of March 1, 2018 and thereafter during the remainder of the Term, the Annual Minimum Rent shall be adjusted in accordance with the terms and provisions of Section 12.2 below.

12.2 Adjustments to Annual Minimum Rent. The Annual Minimum Rent shall be readjusted on the fifth anniversary of March 1, 2013 and on March 1 of every fifth year thereafter (the "Adjustment Date"). On the Adjustment Date, the Annual Minimum Rent shall be readjusted to an amount equal to seventy-five percent (75%) of the annual average of all rents payable by Lessee for the preceding five (5) year period prior to the Adjustment Date; provided, however, that in no event shall Annual Minimum Rent be reduced to less than the Annual Minimum Rent in effect immediately prior to the then-applicable Adjustment Date."

3. Percentage Rentals. Effective as of the 2012 Rental Adjustment Date, Section 13 (Percentage Rentals) of the Lease is deleted in its entirety and the following substituted therefor:

"13. Percentage Rent. For the purposes of this Lease, "Percentage Rent" for any given month or year shall be defined as the sum of the amounts set forth in this subsection 13. Gross Receipts or Gross Revenues (as applicable) from each transaction, sale or activity of

Lessee and/or any Sublessee shall be reported under the applicable Percentage Rent category set forth below in this subsection 13. It is understood that Section 3 of this Lease provides for the Permitted Uses of the Premises and that the percentage categories listed below may not all be applicable to this Lease and are in no way intended to expand or modify the Permitted Uses. Director, by Policy Statement and with the approval of Lessee, Auditor-Controller and County Counsel, has interpreted and may further interpret the percentage categories as set forth in this subsection 13, with such determinations and interpretations to be a guideline in determining the appropriate categories. Within fifteen (15) days after the close of each and every calendar month of the Term hereof, Lessee shall file a report of Gross Receipts and Gross Revenues by category (as applicable) and pay to County a sum equal to the total of the amounts set forth in categories (a) through (v) below for the previous month. Lessee shall be entitled to offset against each such Percentage Rent payment the amount of the installment of Monthly Minimum Rent paid by Lessee for such previous month.

(a) TWENTY-FIVE PERCENT (25%) of Gross Receipts or other fees for the rental or use of boat slips, anchorages, moorings, dockside gear lockers, dockside storage space and such other facilities and services ancillary thereto as are generally provided in common to tenants thereof, including receipts obtained from persons who live on their boats;

(b) TEN PERCENT (10%) of Gross Receipts from the rental or other fees charged for the use of dry storage facilities, landside gear lockers, landside storage space (including storage containers located in the work yard), boats, motors, tackle, recreational equipment, tools, equipment, launch and retrieving of small boats and from the sale of live bait;

(c) TWELVE AND ONE-HALF PERCENT (12.5%) of Gross Receipts from the rental of offices utilized for banking, insurance, financial services, clerical, administrative, real estate, legal, medical, marine engineering, R&D, maritime related business (non-sales), corporate offices, or other similar professional uses.

(d) SIXTEEN PERCENT (16%) of Gross Revenues received by Lessee with respect to (i) Commercial repair shop space rentals or occupancies, or (ii) Boat broker and boat dealer office rentals or occupancies including the display, sale or rental of boats, yachts, trailers, trailer cabanas, recreational vehicles or other similar items;

(e) INTENTIONALLY OMITTED;

(f) FIVE PERCENT (5%) of Gross Receipts received by Lessee or a Sublessee (or an affiliate of Lessee or a Sublessee) if Lessee or a Sublessee (or an affiliate of Lessee or a Sublessee) is the operator of an enterprise, or TWENTY PERCENT (20%) of any commissions or fees collected by Lessee or a Sublessee from an unaffiliated operator of an enterprise, with respect to any telecommunication (including, without limitation, wireless antennae or fiber optics), cable, internet, satellite, telephone, electricity co-generation or other similar services or facilities;

(g) SIX PERCENT (6%) of Gross Receipts received by Lessee or a Sublessee (or an affiliate of Lessee or a Sublessee) if Lessee or a Sublessee (or an affiliate of Lessee or a Sublessee) is the operator of an enterprise, or TWENTY PERCENT (20%) of any commissions or fees collected by Lessee or a Sublessee from an unaffiliated operator of an enterprise, with respect to commercial boating activities, including, but not limited to, charter boat, bareboat charters and sport-fishing boats, as further defined in Policy Statement No. 21 issued by Director;

(h) FIVE PERCENT (5%) of Gross Receipts received by Lessee or a Sublessee (or an affiliate of Lessee or a Sublessee) if Lessee or a Sublessee (or an affiliate of Lessee or a Sublessee) is the operator of an enterprise, or TWENTY-FIVE PERCENT (25%) of any commissions or fees collected by Lessee or a Sublessee from an unaffiliated operator of an enterprise, with respect to the installation and/or operation of coin-operated vending or service machines, including pay telephone;

(i) TEN PERCENT (10%) of Gross Receipts from the operation of a bar, tavern, cocktail lounge, discotheque, night club or other facilities engaged primarily in the on-premises sale of alcoholic beverages, except as provided for in category;

(j) THREE PERCENT (3%) of Gross Receipts from the operation of restaurants, restaurant/cocktail lounge combination, coffee shops, beach and theater food facilities, except that Gross Receipts from facilities established and operated as a take-out food operation shall be reported under category (s); for purposes of the foregoing, a “take-out food operation” shall mean a restaurant or other food operation a majority of the Gross Receipts from which are derived from the sale of food or beverages to be consumed off-site;

(k) SIX PERCENT (6%) of Gross Receipts from the sale of gasoline, diesel fuel, mixed fuel or other petroleum or fuel products;

(l) INTENTIONALLY OMITTED;

(m) FIFTEEN PERCENT (15%) of Gross Receipts from club dues, initiation fees and assessments, except that separate club assessments for capital improvements are exempted;

(n) FIVE PERCENT (5%) of Gross Receipts or other fees charged from the operation of sightseeing boats, touring boats or water taxis;

(o) TWO PERCENT (2%) of Gross Receipts from the operation of a cable television facility under a franchise granted by the County;

(p) FOUR PERCENT (4%) of Gross Receipts or other fees charged by authorized boat repair yards, including repair, painting, tugboat, salvage and boat pump-out services and similar activities, except that the sale of boat parts that are separately invoiced or detailed separately on the same invoice shall be reported under category (v) below;

(q) FIVE PERCENT (5%) of Gross Receipts for cover charges or other fees charged for admission to facilities featuring entertainment, excluding movie theaters, whose Gross Receipts shall be reported under category (s) below;

(r) TWENTY PERCENT (20%) of Gross Receipts for parking fees or charges, except where such parking fees or charges arise in connection with an activity the Gross Receipts from which are required to be reported in a Percentage Rent category greater than TWENTY PERCENT (20%);

(s) FIVE PERCENT (5%) of Gross Receipts from the sale of miscellaneous goods and services not specifically provided for in other Percentage Rent categories under this subsection 13 and as further defined in Policy Statement No. 21 issued by Director;

(t) Not applicable;

(u) FOUR PERCENT (4%) of Gross Receipts from hauling, launching and lay fees for boat owner do-it-yourself activities; and

(v) TWO PERCENT (2%) of Gross Receipts from retail ship chandlery sales and ONE PERCENT (1%) of Gross Receipts from wholesale ship chandlery sales. Ship chandlery sales shall be considered wholesale only when the sale is to a holder of a

valid California resale license which is verified by inclusion of the valid resale license number for such sale on the corresponding invoice or other sales records retained by Lessee or Sublessee relating to such sale. All other ship chandlery sales shall be considered retail."

4. Property Insurance. Commencing as of the 2012 Rental Adjustment Date, Section 25 (PROPERTY INSURANCE) of said Lease is deemed deleted in its entirety.

5. Indemnification and Insurance Requirements. Commencing as of the 2012 Rental Adjustment Date, Section 26 (INDEMNITY CLAUSE AND CASUALTY INSURANCE) of said Lease is deemed deleted in its entirety and the following substituted therefor:

"26. INDEMNIFICATION AND INSURANCE REQUIREMENTS. During the term of this Lease, the following indemnification and insurance requirements shall be in effect.

26.1. Indemnification. The Lessee shall indemnify, defend and hold harmless the Lessor, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Lessee's repair, maintenance and other acts and omissions arising from and/or relating to the Lessee's use of the Premises.

The Lessor shall indemnify, defend and hold harmless the Lessee from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Lessor's repair, maintenance and other acts and omissions arising from and/or relating to the Lessor's ownership of the Premises.

26.2.General Insurance Provisions-Lessee Requirements. Without limiting the Lessee's indemnification of Lessor and during the term of this Lease, and until all of its obligations pursuant to this Lease have been met, Lessee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Lease. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Lessee pursuant to this Lease. The Lessor in no way warrants that the Required Insurance is sufficient to protect the Lessee for liabilities which may arise from or relate to this Lease.

A. Evidence of Coverage and Notice to Lessor

- Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents

(defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this Lease.

- Renewal Certificates shall be provided to Lessor not less than 10 days prior to Lessee's policy expiration dates. The Lessor reserves the right to obtain complete, certified copies of any required Lessee insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Lessee identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty five thousand ($25,000.00) dollars, and list any Lessor required endorsement forms.

- Neither the Lessor's failure to obtain, nor the Lessor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Lessee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- Certificates and copies of any required endorsements, and notices of cancellation shall be delivered to:

  County of Los Angeles
  Department of Beaches and Harbors
  13837 Fiji Way
  Marina del Rey, CA 90292
  Attention: Asset Management Division

Lessee also shall promptly notify Lessor of any third party claim or suit filed against Lessee which arises from or relates to this Lease, and could result in the filing of a claim or lawsuit against Lessee and/or Lessor.

B. Additional Insured Status and Scope of Coverage

The Lessor, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Lessor and its Agents), shall be provided additional insured status under Lessee's General Liability policy with respect to liability arising from or connected with the Lessee's acts, errors, and omissions arising from and/or relating to the Lessee's operations on and/or its use of the premises. Lessor's additional insured status shall apply with respect to liability and defense of suits arising out of the Lessee's acts or omissions, whether such liability is attributable to the Lessee or to the Lessor. The full policy limits and scope of protection also

shall apply to the Lessor as an additional insured, even if they exceed the Lessor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Lessee shall provide County with, or Lessee's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Lease, in the sole discretion of the County, upon which the County may suspend or terminate this Lease.

D. Failure to Maintain Insurance

Lessee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease, upon which County immediately may suspend or terminate this Lease. County, at its sole discretion, may obtain damages from Contractor resulting from said Lease.

E. Insurer Financial Ratings. Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the Lessor, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the Lessor.

F. Lessee's Insurance Shall Be Primary

Lessee's insurance policies, with respect to any claims related to this Lease, shall be primary with respect to all other sources of coverage available to Lessor. Any Lessor maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Lessee coverage.

G. Waiver of Subrogation

To the fullest extent permitted by law, the Lessee hereby waives its and its insurer(s) rights of recovery against Lessor under all required insurance policies for any loss arising from or related to this Lease. The Lessee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

F. Deductibles and Self-Insured Retentions (SIRs)

Lessee's policies shall not obligate the Lessor to pay any portion of any Lessee deductible or SIR. The Lessor retains the right to require Lessee to reduce or eliminate policy deductibles and SIRs as respects the Lessor, or to provide a bond guaranteeing Lessee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

H. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the start date of this Lease. Lessee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Lease expiration, termination or cancellation.

I. Application of Excess Liability Coverage

Lessee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

J. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

K. Lessor Review and Approval of Insurance Requirements

The Lessor reserves the right to review and adjust the Required Insurance provisions, conditioned upon Lessor's determination of changes in risk exposures.

26.3.Insurance Coverage Types and Limits.

A. Commercial General Liability Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming Lessor and its Agents as an additional insured, with limits of not less than:

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each

single accident. Insurance shall cover liability arising out of Lessee's use of autos pursuant to this Lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than $1 million per accident. Such policy shall be endorsed to waive subrogation against the Lessor for injury to the Lessee's or Lessee's contractor employees. If the Lessee's or Lessee's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the *U.S. Longshore and Harbor Workers Compensation Act*, *Jones Act* or any other federal law to which the Lessee is subject. If Lessee or Lessee's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Lessor as the Alternate Employer, and the endorsement form shall be modified to provide that Lessor will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

D. **Commercial Property Insurance.** Such coverage shall:

- Provide coverage for Lessee's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including earthquake (if Lessee deems it reasonable), and Business Interruption equal to one (1) year of annual rent;

- Be written for the full replacement cost of the property, with a deductible no greater than $250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Lessee and Lessor as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Lease.

E. **Construction Insurance.** If major construction work is performed by Lessee during the term of this Lease (i.e. demolition of structures, construction of new structures, renovation or retrofit involving structures frame, foundation or supports, or more than 50% of building, etc.) then Lessee or Lessee's contractor shall provide the following insurance. Lessor shall determine the coverage limits required on a project by project basis:

- **Builder's Risk Course of Construction Insurance.** Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of

property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Lessor furnished materials and equipment, against loss or damage until completion and acceptance by the Lessee and the Lessor if required.

- **General Liability Insurance.** Such coverage shall be written on ISO policy form CG 00 01 or its equivalent, naming Lessor as an additional insured, with limits of not less than $(determined on a project by project basis):

  General Aggregate:
  Products/Completed Operations Aggregate:
  Personal and Advertising Injury:
  Each Occurrence:

  The Products/Completed Operations coverage shall continue to be maintained in the amount indicated above for at least two (2) years from the date the Project is completed and accepted by the Lessee and the Lessor if required.

- **Automobile Liability.** Such coverage shall be written on ISO policy form CA 00 01 or its equivalent with limits of not less than $(determined on a project by project basis) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Such insurance shall cover liability arising out of Lessee's or Lessee's contractor use of autos pursuant to this Lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- **Professional Liability.** Such insurance shall cover liability arising from any error, omission, negligent, or wrongful act of the Lessee's contractor and/or licensed professional (i.e. architects, engineers, surveyors, etc.) with limits of not less than $(determined on a project by project basis) per claim and $(double the per claim limit) aggregate. The coverage shall also provide an extended two-year reporting period commencing upon expiration, termination or cancellation of the construction project.

- **Workers Compensation and Employers' Liability Insurance** or qualified self-insurance satisfying statutory requirements. Such coverage shall provide Employers' Liability coverage with limits of not less than $1 million per accident. Such policy shall be endorsed to waive subrogation against the Lessor for injury to the Lessee's or

Lessee's contractor employees. If the Lessee's or Lessee's contractor employees will be engaged in maritime employment, the coverage shall provide the benefits required by the *U.S. Longshore and Harbor Workers Compensation Act*, *Jones Act* or any other federal law to which the Lessee is subject. If Lessee or Lessee's contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the Lessor as the Alternate Employer, and the endorsement form shall be modified to provide that Lessor will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision.

- **Asbestos Liability or Contractors Pollution Liability Insurance** is needed if construction requires remediation of asbestos or pollutants. Such insurance shall cover liability for personal injury and property damage arising from the release, discharge, escape, dispersal, or emission of asbestos or pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring, and treatment of asbestos in compliance with governmental mandate or requests. If the asbestos or pollutant will be removed from the construction site, asbestos or pollution liability is also required under the Lessee's or Lessee's contractor Automobile Liability Insurance. Lessee or Lessee's contractor shall maintain limits of not less than $(determined on a project by project basis) for this project.

- **Performance Security Requirements.** Prior to the beginning of construction Lessee shall require its contractor to file surety bonds with the Lessee and the Lessor if required in the amounts and for the purposes noted below. All bonds shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the United States Department of the Treasury's Listing of Approved Sureties Treasury (Circular 570) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto (see www.fms.treas.gov/c570/).

  Each bond shall be signed by the Lessee's Contractor (as Principal) and the Surety.

  The Lessee's contractor shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the Project price to assure the payment of claims of material men supplying materials to Lessee's contractor, subcontractors, mechanics, and laborers employed by the Lessee's contractor on the Project, and the second in the sum of not less than 100% of the

Project price to assure the faithful performance of the Project Contract.

1. The “Materials and Labor Bond” (or “Payment Bond”) shall be so conditioned as to inure to the benefit of persons furnishing materials for, or performing labor upon the Work. This bond shall be maintained by the Lessee’s contractor in full force and effect until the Work is completed and accepted by the Lessee and the Lessor if required, and until all claims for materials, labor, and subcontracts are paid.

2. The “Bond for Faithful Performance” shall be so conditioned as to assure the faithful performance by the Lessee’s contractor of all Work under said Project contract within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the Lessee and the Lessor if required; that all materials and workmanship supplied by Lessee’s contractor will be free from original or developed defects, and that should original or developed defects, or failures appear within a period of one year from the date of Acceptance of the Work by the Lessee and the Lessor if required, the Contractor shall, at Contractor’s own expense, make good such defects and failures, and make all replacements and adjustments required, within a reasonable time after being notified by the Lessee to do so, and to the approval of the Lessor if required. This bond shall be maintained by the Lessee’s contractor in full force and effect during the performance of the Project and for a period of one year after acceptance of the Work by the Lessee and the Lessor if required.

   Should any surety or sureties upon said bonds or any of them become insufficient, or be deemed unsatisfactory by the Lessee or the Lessor, said Contractor shall replace said bond or bonds with good and sufficient sureties within ten (10) days after receiving notice from the Lessee or the Lessor that the surety or sureties are insufficient or unsatisfactory.

   No further payment shall be deemed due, or will be made under this Contract until the new sureties shall qualify and be accepted by the Lessee and the Lessor.

F. Marina Operator’s Liability insurance shall be provided and maintained by the Lessee 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, 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 period commencing upon the expiration or earlier termination of this Lease, or replacement coverage shall be maintained until such time.**”**

6. Workmen's Compensation Insurance. Commencing as of the 2012 Rental Adjustment Date, Section 27 (WORKMEN'S COMPENSATION INSUARANCE) of said Lease is deemed deleted in its entirety.

7. Failure to Procure Insurance. Commencing as of the 2012 Rental Adjustment Date, Section 28 (FAILURE TO PROCURE INSURANCE) of said Lease is deemed deleted in its entirety.

8. 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 re-acknowledges its respective obligations under the Lease as amended hereby.

9. In the event of any conflict between the terms of this Amendment No. 14 and the terms of the Lease (or any previous amendment thereto), the terms of this Amendment No. 14 shall control.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment No. 14 to Lease No. 5691 to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Lessee or its duly authorized representative, has executed the same.

COUNTY OF LOS ANGELES

By:_____

Mark Ridley-Thomas

Chairman, Board of Supervisors

ATTEST:

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

By:_____
Deputy

LESSEE:

HARBOR REAL ESTATE LIMITED,
PARTNERSHIP, a Delaware limited
partnership

By Vaparetto Corp., an Illinois corp.,
Its General Partner

By:_____
Its:_____

APPROVED AS TO FORM:

JOHN F. KRATTLI

County Counsel

By:_____

Senior Deputy

(310) 305-9503 • 13837 Fiji Way, Marina del Rey, CA 90292 • beaches.lacounty.gov

Caring for Your Coast

Gary Jones
Acting Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

September 5, 2013

TO: Small Craft Harbor Commission

FROM: Gary Jones, Acting Director

SUBJECT: **ITEM 7b – ANNOUNCMENT OF APPOINTMENT OF ACTING DIRECTOR AND REPORT ON DEPARTMENT PRIORITIES**

Item 7b is an announcement that on August 20, 2013 Gary Jones was appointed as the Acting Director of the Department of Beaches and Harbors by the Board of Supervisors.

Mr. Jones will provide an update as to department priorities.

GJ:MK

(310) 305-9503 • 13837 Fiji Way, Marina del Rey, CA 90292 • beaches.lacounty.gov

Caring for Your Coast

Gary Jones
Acting Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

September 5, 2013

TO: Small Craft Harbor Commission

FROM: Gary Jones, Acting Director

SUBJECT: **ITEM 8 - ONGOING ACTIVITIES REPORT**

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

No items relating to Marina del Rey were heard by the Board of Supervisors during meetings for the month of August 2013.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey were heard by the Regional Planning Commission during meetings for the month of August 2013.

CALIFORNIA COASTAL COMMISSION CALENDAR

No items relating to Marina del Rey were heard by the California Coastal Commission during meetings for the month of August 2013.

VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE

There has been no update on this item since the last meeting. On March 14, 2013, the Court of Appeal reversed the trial court's decision to bar the City from building a new 54-inch sewer main from Venice to Playa del Rey through unincorporated Marina del Rey when another comparable route along Pacific Avenue in City territory exists. On April 9, 2013 the Board authorized County Counsel to file a petition for review with the California Supreme Court. The request for review was denied and County Counsel plans to return to the trial court.

REDEVELOPMENT PROJECT STATUS REPORT

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

DESIGN CONTROL BOARD MINUTES

The June and July minutes are attached.

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

A proposed pathway for a bike path connecting Washington Boulevard to the existing Marina bike path is discussed in the Regional Planning Commission's Los Angeles County Bicycle Master Plan report at:
http://planning.lacounty.gov/assets/upl/case/r2011-00874_revised_draft_bicycle_master_plan.pdf

MARINA DEL REY SLIP REPORT

The overall vacancy percentage across all anchorages in Marina del Rey stood at 18.23% in July 2013. Adjusted to remove out-of-service slips and 50% of available double slips, vacancy within Marina del Rey stood at 16.47%. Vacancies in the various size classifications are separated by anchorage and are provided in the document attached.

This month's figures are a decrease from 19.25% (overall) and 17.43% (adjusted) last month. The 1.02% decrease in overall vacancy during August is the result of the lease of a number of slips returned to service at Parcels 8 and 125I during the month of July as well as an overall absorption of vacant slips.

COASTAL COMMISSION SLIP REPORTS

Pursuant to certain conditions of the Coastal Development Permit (5-11-131) issued by the Coastal Commission, the County is required to maintain certain minimum thresholds of slip sizes as a percentage of the entire Marina. The attached documents outline the percentage of each size category as a percentage of all available slips in the Marina.

DEPARTMENT OF REGIONAL PLANNING VISIONING PROJECT

Gina Natoli of the Department of Regional Planning delivered an update as to the Visioning project during the August SCHC meeting. The next scheduled event will be a joint meeting of the SCHC and the DCB on October 30, 2013.

REPORT ON MARINA DISPLACEMENT PLAN

A copy of the relevant section of the Master Waterside CDP is attached for review. This document describes the process by which marinas may undergo renovations and track the changes in slip configuration.

REPORT ON CHANGE TO BOAT STORAGE CAPACITY (PARCEL 44)

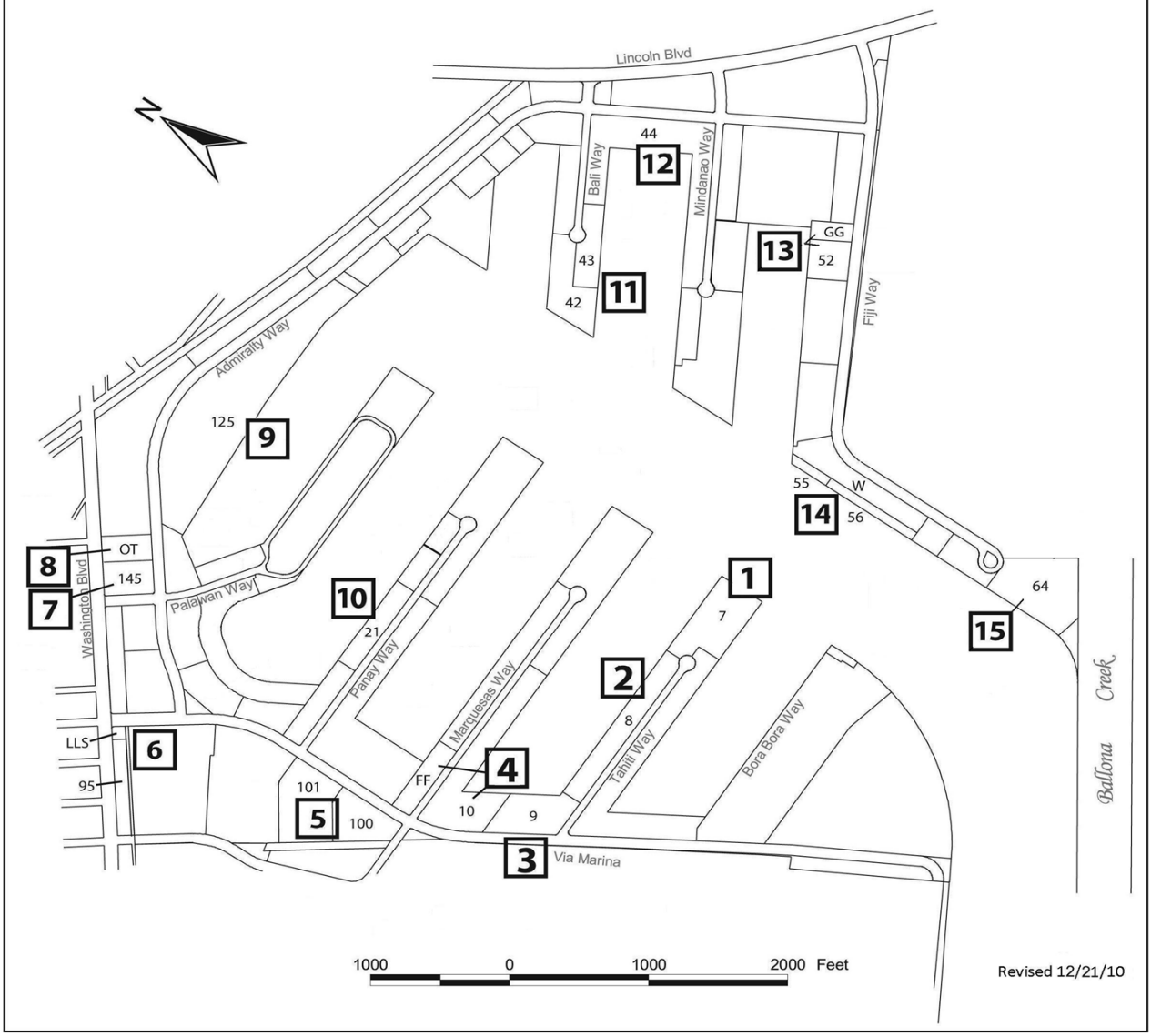
Parcel 44 currently has 232 wet slips. The Master CDP approved 143 new wet slips. The proposed project also includes 57 dry storage space.

GJ:mk
Attachments (6)

Marina del Rey Redevelopment Projects
Descriptions and Status of Regulatory/Proprietary Approvals
As of September 3, 2013

Map Key	Parcel No. -- Project Name/Lessee	Lessee Name/ Representative	Redevelopment Proposed	Massing and Parking	Status	Regulatory Matters
				Seeking Approvals		
3	**9** -- Proposed Hotel on northern half of Parcel 9U	Sam Hardage	* Revised project to be submitted as requested during 4/26/11 BOS hearing. Previously: 19-story, 288-room hotel (152 hotel rooms and 136 timeshare suites) * Wetland public park project (1.46 acres)	**Massing** -- Revised project will be resubmitted at a later date. **Parking** -- Parking plan will be resubmitted at a later date.	Regulatory -- DCB initial hearing May 2006, conceptual approval on June 2006. RPC filing on November 2006. RPC heard the item on 10/29/08. On 10/14/09, the RPC requested a DCB review for promenade improvements prior to returning on 2/3/10. DCB approval of promenade improvements on 12/17/09. RPC continued item on 2/3/10. RPC approval of Tentative Tract Map, CDP, CUP, Parking Permit, Variance and FEIR for landside on 3/10/10. RPC also approved the CDP for wetland park and Plot Plan for the docks on 3/10/10. The park and hotel projects were both appealed to BOS. On April 26, 2011, the BOS asked that the remodified hotel design return to RPC and DCB for reconsideration. The appeal of the park project was denied by the BOS. The park was appealed to the CCC on 06/07/12. On 12/12/12 the appeal of the park was denied by the CCC and project was approved (permit A-5-MDR-12-161).	
4	**10/14 (FF)** -- Neptune Marina/ Legacy Partners	Tim O'Brien	* 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** -- 1,012 project required parking spaces to be provided (103 public parking spaces to be replaced off site)	Proprietary -- Term sheet action by BOS August 2004; lease documents approved by BOS August 2008. SCHC voted on 8/10/11 to support recommendation for renewal of option to extend the lease agreement. Regulatory -- DCB conceptual approval on June 2006. RPC filing on November 2006; Scoping meeting held on April 23, 2007. DCB approval of promenade improvements on 12/17/09. RPC certified EIR on 3/10/10 and recommended approval of Plan Amendment, CDP, CUP and Variance to BOS. LPC Amendments were included in the LCP map and text amendment which was approved by the BOS on 2/1/11; on April 26, 2011, the BOS indicated its intent to approve the project and recertified the EIR; Proposed marina replacement was included in the County's master waterside CDP application approved by the CCC on 11/3/11. LCP amendment also approved by CCC on 11/3/11 with modifications as suggested by Coastal staff. BOS accepted CCC changes to LCPA & CDP on 11/29/11. Effective certification of the amended LCP was granted by the CCC on 02/08/12; on 3/20/12 the BOS approved Counsel's final resolution on the LUP as certified by the CCC, the ordinance amendments to Title 22 will take effect 4/19/12. Final approval of the project was granted by the BOS on 5/15/12. The project was appealed to the CCC on 06/07/12. On 7/12/12, the CCC found no substantial issue on the appeals.	
6	**95/LLS** -- Marina West Shopping Center/Gold Coast	Michael Pashaie/ David Taban	*22,806 square feet of commercial/retail/restaurant and public park component.	**Massing** -- Single story buildings **Parking** -- All parking required of the project to be located on site	Proprietary -- New Term sheet at Board in closed session on 1/31/12. Regulatory -- Conceptual DCB design submittal was approved on 5/16/12. Public review period for MND was from 8/18/12 through 9/17/12. On 12/11/12 BOS adopted MND and authorized the Chairman to sign the option to Amend the lease. On 5/8/13, the RPC approved the redevelopment project (201200005). Final DCB approval received on 6/19/13.	No Variance proposed
8	**147 (OT)** -- Oceana Retirement Facility/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	* 5-story, 114-unit senior accomodation units plus ancillary uses * 3,500 square feet of retail space * Replacement of 92 public parking spaces on site * Public accessway from Washington to Admiralty	**Massing** -- One 5-story residential (senior) building over ground-floor retail and parking; 65' tall **Parking** -- On-site parking includes all required project parking, 92 public parking spaces (94 public parking spaces to be replaced off site near Marina Beach)	Proprietary -- Lease documents approved by BOS July 2008. Aproval of Renewal of Lease Option Agreement for a 66-month extension approved by BOS on 10/4/11. Regulatory -- DCB conceptual approval on August 2005; RPC filing May 2006. DCB approval of pedestrian plaza on 2/17/10. RPC continued project on 10/21/09 to 12/16/09. RPC certified EIR 4/28/10 and recommended approval of Plan Amendment, CDP, CUP, and Parking Permit to BOS. Project was included in the LCP map and text amendment approved by the BOS on 2/1/11; On 4/26/11, the BOS approved the project and certified the EIR; LCP map and text amendment approved by CCC on 11/3/11 with modifications as suggested by Coastal staff. BOS accepted CCC changes to LCPA & CDP on 11/29/11. Final amendment report was provided to CCC in February 2012; on 3/20/12 the BOS approved Counsel's final resolution on the LUP as suggested by the CCC, the ordinance amendments to Title 22 were effective 4/19/12. Final DCB approval on 4/18/12. Last day to appeal project to CCC was 8/1/12 at 5pm.	
10	**21** -- Holiday Harbor Courts/ Goldrich & Kest Industries	Jona Goldrich/ Sherman Gardner	<u>Phase 1</u> * 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 <u>Phase 2 (Parcel C)</u> * Westernmost portion of land to revert to County for public parking	**Massing** -- One 56' tall commercial building with view corridor/community park **Parking** -- A Six-level parking structure (447 spaces) to contain: all project required parking, 94 (replacement for OT) spaces and Parcel 20 boater parking	<u>Phase 1</u> Proprietary -- Lease option documents approved by BOS July 2008. Aproval of Renewal of Lease Option Agreement for a 66-month extension approved by BOS on 10/4/11. Regulatory -- DCB conceptual approval on August 2005. RPC filing September 2006. DCB approval of promenade on 2/17/10. RPC certified EIR and approved CDP, CUP, and Parking Permit on 4/28/10. Appeal to BOS filed 5/12/10; on April 26, 2011, the BOS approved the project and certified the EIR. Proposed marina replacement was included in the County's master waterside CDP application approved by the CCC on 11/3/11. On 12/8/11, the CCC denied the appeal of the BOS 4/26/11 determination and approval is final. Final DCB approval granted on 4/18/12. Anticipated construction date is summer 2013. <u>Phase 2 (Parcel C)</u> DCB hearing March and April 2006 on transfer of leasehold to County. Item continued.	
11	**42/43** -- Marina del Rey Hotel/ IWF MDR Hotel	Dale Marquis	* Complete renovation of existing 154-room hotel and new 277-slip marina.	**Massing** -- One 36' tall hotel building **Parking** -- 372 Parking spaces	Proprietary -- Term sheets initialed; Parcel 42 on 9/7/09 and Parcel 43 on 8/31/09. On 5/17/11 BOS approved Option to bifurcate Parcels 42 and 43 into separate leaseholds, expand Parcel 43 water premises, and extend lease for 39 years. Regulatory -- DRP application for environmental review only was signed by DBH on 4/28/10. MND public review period ended 12/20/10. SCHC reviewed MND and Option on 3/9/11. BOS certified MND on 5/17/11. Proposed marina replacement was included in the County's master waterside CDP application approved by the CCC on 11/3/11. Final DCB design was approved on 5/16/12. Parking permit approved by hearing officer on 7/3/12. Last day to appeal was 7/17/12. Anticipated construction date is Summer 2013.	No Variance proposed. Parking Permit for reduced parking.
12	**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 **Parking** -- 381 at grade parking spaces will be provided with shared parking agreement (402 parking spaces are required)	Proprietary -- Term sheet to be negotiated . Regulatory -- Initial DCB review during the October 2008 meeting, but project will be revised. Proposed marina replacement was included in the County's master waterside CDP application approved by the CCC on 11/3/11. Conceptual project approved by DCB on 7/16/13.	Shared Parking Agreement No Variance proposed
13	**52** -- Boat Central/ Pacific Marina Development	Jeff Pence	* 345-vessel dry stack storage facility * 30-vessel mast up storage space * 5,300 s.f. County 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	Proprietary -- Term sheet action by BOS on July 2006; Option to lease approved by SCHC March 2007 and by BOS May 2007. BOS granted extension and modification of Option on 11/10/09. Lease Option Agreement and extentension for 6 months approved on 5/14/13. Regulatory -- DCB review continued on March 2007, project disapproved on May 2007. DRP application filed December 2008. Proposed marina replacement was included in the County's master waterside CDP application approved by the CCC on 11/3/11. LCP map and text amendment also approved by CCC on 11/3/11 with modifications as suggested by Coastal staff. BOS accepted CCC changes to LCPA & CDP on 11/29/11. Final amendment report was provided to CCC in February 2012. Public review of DEIR from 1/5/12 to 3/5/12 and public hearing for testimony on DEIR only was scheduled for 2/8/12 in Chace Park, MdR; on 3/20/12 the BOS approved Counsel's final resolution on the LUP as suggested by the CCC, the ordinance amendments to Title 22 took effect 4/19/12. Project was approved by RPC on 4/24/13.	Variance for reduced setbacks and Architectural Guidelines requiring that structures beat least 15 ft. from bulkhead
14	**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 (8 1- and 2-story and 1 60'-tall hotel over ground floor retail/ restaurant), parking structure with view corridor **Parking** -- On-site parking includes all project required parking, parking for Parcel 61 lessee (Shanghai Reds)	Proprietary -- Lease extension Option approved by BOS December 2005. Option expired Regulatory -- DCB review continued on May 2006, conceptual approval in July 2006. DRP application filed May 2007. Screencheck DEIR in review. Lessee has indicated intent to submit a revised project.	Shared Parking Agreement Variance for reduced setbacks (side and waterfront)
				Construction in Process		
15	**64** -- Breakwater	Latosha Brunson	* Complete leasehold renovation; 224 apartment units * 15-18 feet wide waterfront promenade	**Massing** -- Existing 224 units in 3 stories with portions over parking **Parking** -- All parking located on site	Proprietary -- BOS action on term sheet on 2/2/10. BOS approved assignment of Lease Option to Archstone Property Holdings, LLC., and extension of the Option Agreement expiration date to 12/31/11. Regulatory -- Project has changed from redevelopment to refurbishment. Initial Study received by DRP May 2009. MND was recirculated with 30-day public review period 7/5/10 through 8/4/10. SCHC reviewed MND on 9/08/10. BOS certified MND on 9/14/10. Site Plan application in DRP approved 11/9/10. DCB final concept approved 11/17/10. Construction commenced November 2011; 1st phase completed in June 2012. 2nd Phase Completed October 2012. 3rd Phase currently under construction.	No Variance proposed
1	**7** -- Tahiti Marina/K. Hakim	Kamran Hakim	* Complete leasehold refurbishment; 149 apartments * Relocate landside boater facilities * 214 slips + 9 end ties will not be reconstructed at this time	**Massing** -- 3 stories, 36'-7" in height **Parking** -- Currently 465 spaces. Possible slight reduction of parking due to relocation of landside boating facilities. Impact is currently unknown.	Proprietary -- BOS action on term sheet on 9/29/09. Regulatory -- The 30-day public review period of the MND was 3/15/10 through 4/14/10. BOS certified MND on 7/20/10. Site renovation approved in concept by DCB on 7/21/10. DRP Site Plan application filed on 9/13/10. Final DCB concept was approved as submitted without conditions on 12/15/10. DRP Site Plan application approved on 1/20/11. Construction started March 2012.	No Variance proposed
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 parking spaces	Proprietary -- Lease extension Option approved by BOS December 2006. 18-month extension of Option approved by BOS on 12/15/09. BOS approved modifications to the form of Amended and Restated Lease Agreement on 2/15/11. Regulatory -- DCB concept approval 1/20/05. RPC approval June 2006; BOS heard appeal February 2007; and approved project March 2007. DCB final review 7/19/07. Per court order, EIR redone as to grading; BOS approved EIR 12/16/08. Building permit issued 3/3/11; construction started 3/18/11.	Variance for enhanced signage
7	**145** -- Marina International Hotel/ IWF Marina View Hotel	Dale Marquis	* Complete renovation of 134 rooms	**Massing** -- Two 3-story buildings, 42' and five 1-story bungalows, 22' **Parking** -- 208 parking spaces.	Proprietary -- BOS action on term sheet on 2/16/10 and on 2/8/11, approved option to extend the lease term for 39 years. Regulatory -- DCB initial hearing November 2008; conceptual approval granted January 2009. Initial Study received by DRP May 2009; 30-day public review period of the MND was 3/10/10 through 4/09/10. SCHC reviewed MND on 12/14/10. BOS certified the MND on 2/08/11. Site Plan Review application approved by DRP on 4/20/11. DCB approval of final design granted on 7/20/11. Construction started on 9/20/12.	No Variance proposed
2	**8** -- Marina Club	Latosha Brunson	* Building renovation; 205 apartments * 207 slips + 11 end ties will be reconstructed	**Massing** -- Two 3-story residential buildings over parking; 41' and 48'. **Parking** -- 315 residential parking spaces and 172 slip parking spaces.	Proprietary -- Term sheet action by BOS August 2008; lease extension option approved by BOS 12/8/09. On 10/12/11 the SCHC endorsed the renewal of the lease extension option. BOS authorized the renewal of the option to amend lease agreement and extension of option for 18 months to 12/8/12. Regulatory -- DCB continued from July 2008 with conceptual approval on August 2008. Site Plan Review application filed with DRP on 12/4/08, approved 12/23/09. BOS certified MND on 12/8/09. CDP application for new docks approved by CCC on 12/15/10. DCB final design for site renovation was approved on 1/18/12. Dock replacement project commenced 9/10/12. Revonation project is currently under construction.	No Variance proposed
9	**125** -- Marina City Club	Karen Seemann	* 282 slip marina will be reconstructed * Waterfron promenade of varying witdhs from 12 to 20 feet and fire access improvements with new pavers, railing, landscape and pedestrian amenities.	**Massing** -- No modifications to existing buildings proposed. **Parking** -- Existing 361 shared parking spaces for boaters and guests will remain unchanged.	Proprietary -- Lease amendment adopted by BOS on 7/6/10. Regulatory -- DCB conceptual promenade design review approved on 11/17/10. DRP Site Plan Review application filed 10/26/10. Proposed marina replacement was included in the County's master waterside CDP application to CCC. CCC approved waterside master CDP for dock construciton on 11/3/11. Final approval of promenade improvements granted by DCB on 3/16/11. Reconstruction of Marina Walk and docks is anticipated from January 2013 through April 2014. Final promenade improvements approved by DCB on 8/21/13.	

PROJECT STATUS REPORT - KEY



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Caring for Your Coast

Gary Jones
Acting Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

DESIGN CONTROL BOARD MINUTES
SPECIAL MEETING
July 16, 2013

Members Present: Peter Phinney, AIA, Chair (Fourth District); Helena Jubany, Vice Chair (First District) Simon Pastucha, Member (Third District), Tony Wong, P.E, Member (Fifth District)

Members Absent: None

Department of Beaches and Harbors Staff Present: Gary Jones, Deputy Director; Charlotte Miyamoto, Planning Division Chief; Michael Tripp, Planning Specialist; Ismael Lopez, Planner; Yeni Maddox, Planning Division Secretary

County Staff Present: Anita Gutierrez, Department of Regional Planning; Amy Caves, County Counsel

Guests Testifying: Gary Adams, Drybar; Jill Peterson, Pacific Ocean Management, LLC; Hannah Hempstead, Next Wave Gallery; Brittany Barker, LA County, Dept. of Public Works (DPW); Richard Shieh, DPW; Mary Ann Bennett, DPW; Aaron Clark, Armbruster, Goldsmith & Delvac, LLP; Jack Hollander, JIH & Associates; Michael Pashaie, Pacific Marina Venture, LLC; Randy Mason, URS Corp.

1. **Call to Order and Pledge of Allegiance**
   Chair Phinney called the meeting to order at 6:32 PM.

   Commissioner Wong led the Pledge of Allegiance.

2. **Approval of June 19, 2013 Minutes**
   Postponed for August 21, 2013 meeting.

3. **Public Comment**
   Jon Nahhas spoke about night Design Control Board (DCB) meetings and the Visioning Process.

   Nancy Marino spoke about the design review of new construction in the Marina.

4. **Consent Agenda**
   No Items

5. **Old Business**
   A. Parcel 44 – Pier 44 – Consideration of conceptual site redevelopment and DCB Review related thereto – DCB #08-015

Mr. Lopez presented the project staff report.

Mr. Pashaie introduced himself and gave a brief summary of the project.

Mr. Clark added that there will be a full traffic study and traffic improvements. He also mentioned that a scoping meeting will be held pursuant to the California Environmental Quality Act (CEQA) and encouraged everyone to attend.

Mr. Hollander mentioned that changes were made to the architectural plans that the Board members received earlier in the week, and then proceeded to give details of those changes.

Mr. Wong asked about the amount of boat storage in the dry boat rack area and the number of levels that the racks will have.

Mr. Hollander replied that the dry boat rack will have four levels and store 76 boats.

Chair Phinney asked about the waterside improvements, specifically the location of the water taxi stops and the slip mix.

Mr. Clark noted that the waterside components had already been approved by the Coastal Commission and currently have a bifurcated permit. He then asked Mr. Mason to address Chair Phinney's questions.

Mr. Mason pointed out the specific locations of the dinghy docks, transient docks and water taxi stops.

Public Comment

Ray Garcia, David Levine, Michael Schneider, Marvin Sachse, Paul Seymour, Barry Davis, Win Weaver, Laura Grillon, Doug Yokomizo, Willie Jorth, Steve Vincent, and Stuart Coleman, expressed their support for this project.

Samantha Carlson, Roslyn Walker and Nancy Marino, expressed their disapproval of the project.

Jon Nahhas discussed what he felt were the pros and cons of the project.

Board Comment

Chair Phinney recommended additional access for boaters to the restaurant, Trader Joe's and West Marine. He spoke about the importance of the water taxis and suggested moving Building V onto Bali Way to increase the view to the water. He also suggested adding seating areas along the promenade and for the Corinthian Yacht Club to work with lessee about their space. Chair Phinney recommended scaling down the Trader Joe's building and giving additional attention to the West Marine building. Lastly, he asked about the availability of public restrooms and secured bike racks/storage.

Mr. Pastucha suggested splitting up Building V or the possibility of relocating it to Bali Way as was suggested by Chair Phinnney and gave additional suggestions on enhancements to the promenade.

Vice-chair Jubany disclosed her meetings and e-mail exchanges with the applicant and asked the Board members for their thoughts regarding the four buildings being distinct in architecture. She also suggested scaling down the Trader Joe's building.

Mr. Pastucha and Chair Phinney encouraged the differentiation of the buildings.

Mr. Hollander suggested splitting up Building V and leaving a 60' wide view corridor in between the buildings. He would rather lose some square footage than move the building onto the mole road.

Mr. Pashaie expressed his gratitude for all the constructive criticism and addressed some of the concerns expressed by the public.

Chair Phinney gave additional design input for the site plan without making specific requirements.

Mr. Clark expressed his appreciation of the Board's feedback and mentioned his dislike of the idea of moving Building VI to the mole road.
Chair Phinney asked staff about the possibility of making a motion for a preliminary site plan approval with suggestions outlined at the meeting.

Mr. Wong stated that the conditions need to be specified in the motion.

Mr. Pastucha suggested a motion with the following conditions: Revise Building V to allow a wide central view corridor along Admiralty Way; provide additional pedestrian enhancements and connections in the second view corridor between Mindanao Way and Admiralty Way; additional landscaping and promenade enhancements; and improved distribution of bicycle parking.

Vice-chair Jubany suggested the scaling down of the Trader Joe's building, increased differentiation between Building VI and the other proposed buildings, and further development of Building VII.

Chair Phinney asked if staff was prepared to read a motion back.

Ms. Miyamoto recommended a Board review at the next monthly meeting, so that staff, lessee, and the Board members would be clear on the specified conditions.

Mr. Pashaie stated that he preferred to obtain a preliminary approval, however his team would continue to work on site plans to incorporate the Board members conditions.

Chair Phinney asked if staff needed to come back next month with the verbiage of the motion.

Mr. Jones replied affirmatively and advised the Board members that they could still vote on the proposed motion.

On a motion of Mr. Pastucha, seconded by Mr. Wong, this item was approved unanimously with the following conditions:

- Revise design, massing and orientation of Building V to allow a wide central view corridor toward Basin G from Admiralty Way;

- Include pedestrian enhancements and improve pedestrian connections throughout the parcel including at the intersection of Admiralty Way at Mindanao Way. Landscaping in view corridors should be kept low to avoid interfering with the view of the Marina;
- Enhance pedestrian promenade and bicycle path with amenities and additional landscaping;
- Distribute bicycle parking stalls in multiple locations and near entry ways throughout parcel, rather than in one centrally located area;
- Reexamine mass and scale of Building II (Trader Joe's);
- Revise building design and orientation of Buildings VI and VII to allow conditions listed above to be accommodated;
- Exploit design differences for the buildings on the property;
- Further develop Building VII. Consider locating the yacht club there; and
- Return for final project review post-entitlement for final colors, materials, building design, landscaping, promenade/site amenities, signage and site illumination.

Ayes: 4 – Chair Phinney, Vice-chair Jubany, Mr. Pastucha and Mr. Wong

6. New Business

A. Parcel 50 – Drybar – Consideration of business identification signage and DCB Review related thereto – DCB #13-002-B

Mr. Lopez presented the project staff report.

Mr. Adams requested to change the aluminum plaque originally requested to an acrylic plaque due to concerns about the weather and the salt air.

Public Comment
None

Board Comment
Vice-chair Jubany asked to see the blade sign diagram.

On a motion of Vice-chair Jubany, seconded by Mr. Wong, this item was approved unanimously.

Ayes: 4 – Chair Phinney, Vice-chair Jubany, Mr. Pastucha and Mr. Wong

B. Parcel 56 – Next Wave Art Gallery – Consideration of business identification signage and DCB Review related thereto – DCB #13-005

Mr. Lopez presented the project staff report.

Public Comment
None

Board Comment
Mr. Pastucha commended the applicant on their signage.

Vice-chair Jubany asked if the blade sign was made of wood.

Ms. Peterson responded that the blade sign was actually made of metal.

On a motion of Mr. Pastucha, seconded by Vice-chair Jubany, this item was approved unanimously.

Ayes: 4 – Chair Phinney, Vice-chair Jubany, Mr. Pastucha and Mr. Wong

C. Marina del Rey Roadway Improvement Projects Update – Presentation by the Los Angeles County Department of Public Works (DPW)

Mr. Lopez introduced the project's representatives.

Ms. Barker, Mr. Shieh, and Ms. Bennett presented their report.

Chair Phinney asked about the size of the trees proposed along Admiralty Way.

Mr. Shieh replied that at the time of planting, the proposed trees would be a minimum of 24-inch box trees, which are 3' to 4' wide and between 8' to 10' tall.

Chair Phinney asked if the new color banding and concrete in the median, is setting up a new geometry relating to any particular thing.

Mr. Shieh responded that it is a new geometry just for interest.

Chair Phinney asked if there has been any coordination of the proposed plant palette with the color scheme of the existing identification signage.

Mr. Shieh replied that they have investigated the previously approved plant palettes for Marina del Rey and used some of those plants, along with some new plants, but have not coordinated with Beaches and Harbors (DBH) staff.

Chair Phinney suggested that DPW collaborate with DBH staff to ensure that the proposed plant palette colors coordinate with the existing mole road identification signage.

Mr. Jones stated that the department will work with DPW on the coordination.

Mr. Pastucha asked about the updating of the irrigation system and the maturity of the existing system.

Mr. Shieh replied that the irrigation system will be updated in all three of the major streets and that the existing system is not automated.

Mr. Pastucha pointed out that the new plant palette has more drought tolerant-plants and that the new irrigation system will be more efficient.

Public Comment

Lynn Schapiro spoke about the intersection at Via Marina and Admiralty Way, bike signs along Via Marina and pedestrian signs near the Marriott Hotel.

Jon Nahhas commented on ocean views in the Marina and DPW staff.

Ernest Cowell asked about the illumination of the roadways.

Marvin Saxy asked about curb cuts in the median.

Nancy Marino spoke about the removal of existing trees and street paving.

Board Comment
Chair Phinney asked about the widening of Admiralty Way, run-off and water percolation.

Ms. Barker stated that they are not widening the street but shifting the median island to utilize the shoulder space, for additional travel lanes. She addressed the water run-off/percolation by saying that DPW is installing bio-filtration devices in two locations (Parking lot 7, across from the Ritz Carlton and Parking lot 5 adjacent the library).

Chair Phinney asked for Mr. Pastucha's opinion on the use of Strawberry and New Zealand Christmas trees.

Mr. Pastucha asked DPW staff for the average height of the trees and the width of the median planting area.

Mr. Shieh responded that these trees can be maintained at 20' high by 16' wide and that the planting area in the median is less than 9' wide.

Mr. Pastucha stated that the planting areas limit the size of a tree and he's confident that these trees will work in the medians.

7. Staff Reports
All reports were received and filed.

Public Comment
None

Board Comment
None

8. Adjournment
Chair Phinney adjourned the meeting at 9:47 PM.

Respectfully Submitted,

Yeni S. Maddox
Secretary for the Design Control Board

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Caring for Your Coast

Gary Jones
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Deputy Director

DESIGN CONTROL BOARD MINUTES
June 19, 2013

Members Present: Peter Phinney, AIA, Chair (Fourth District); Helena Jubany, Vice-chair (First District) Tony Wong, P.E, Member (Fifth District)

Members Absent: Simon Pastucha, Member (Third District)

Department of Beaches and Harbors Staff Present: Gary Jones, Deputy Director; Charlotte Miyamoto, Planning Division Chief; Michael Tripp, Planning Specialist; Carol Baker, Community & Marketing Services Division Chief; Ismael Lopez, Planner; Yeni Maddox, Planning Division Secretary

County Staff Present: Anita Gutierrez, County of Los Angeles Department of Regional Planning; Amy Caves, County Counsel

Guests Testifying: Jack Hollander, JIH & Associates; Peter D. Brandon, JIH & Associates; Steve Bacon, JIH & Associates; Drew Solome, L'Occitane en Provence

1. **Call to Order and Pledge of Allegiance**
   Chair Phinney called the meeting to order at 1:32 PM

   Vice-chair Jubany led the Pledge of Allegiance.

   2. **Approval of May 15, 2013 Minutes**
   On a motion of Mr. Wong, seconded by Chair Phinney, this item was approved unanimously.

3. **<u>Public Comment</u>**
   None

4. **<u>Consent Agenda</u>**
   No Items

5. **<u>Old Business</u>**
   A. <u>Parcel 95 – Marina West Shopping Center – Consideration of final site redevelopment and DCB Review related thereto – DCB #12-009-B</u>

   Mr. Lopez presented the project staff report.

   Mr. Hollander introduced himself as the architect, Steve Bacon as the lighting consultant and Peter Brandon as the landscape architect for this project.

Public Comment
None

Board Comment
Vice-chair Jubany requested a brief summary from the applicant on the landscape architecture.

Mr. Brandon spoke about their plans to develop the Washington Blvd. frontage with new street trees, while still maintaining the existing tall palm trees. He stated that the corner park will consist of smaller lower palm trees, canary island palm trees, cocoa palm trees, star jasmines and rhaphiolepis shrubs.

Mr. Wong asked if the storm water run-off is being incorporated into the landscaping.
Mr. Brandon replied that storm water run-off would be incorporated into the landscaping plans.

Chair Phinney asked about the timing schedule for the lighting.

Mr. Bacon replied that the fixtures for the lighting systems on the site and exterior of the building can be programmed to specific time schedules.

Chair Phinney expressed his desire for the lighting of the signage to be turned off a half hour after the closing of the latest opened business, which he believed was the standard policy for the center.

Mr. Brandon replied that he is confident that setting a time schedule for the lighting would not be a problem.

On a motion of Mr. Wong, seconded by Vice-chair Jubany, this item was approved unanimously.
Ayes: 3 – Chair Phinney, Vice-chair Jubany and Mr. Wong

6. New Business
A. Parcel 50 – L'Occitane – Consideration of business identification signage and DCB Review related thereto – DCB #13-004

Mr. Lopez presented the project staff report.

Mr. Solome requested to incorporate consideration of future rear signage.

Public Comment
None

Board Comment
Vice-chair Jubany asked the applicant for their reasoning behind the yellow color background of the proposed signage.

Chair Phinney also pointed out that all the other signs in the center are using the building's color as their backboard and felt that the yellow background would stray away from the uniformity of the shopping center.

Mr. Solome stated that the applicant is currently revamping their storefronts nationwide by building their own unique storefronts; however, since it isn't possible at this location the applicant would like to incorporate their national branding and color scheme onto the storefront signage.

Chair Phinney suggested the applicant create signage to include an oval backboard panel that fits in the signage band and reduce the lettering to fit onto the backboard instead of just painting the background.

Mr. Wong suggested reducing the size of the yellow rectangular sign to be about the size of the letters of the adjacent sign.

Chair Phinney stated that the reduction would make the letters too small and create problems with the lighting as well.

Mr. Solome stated that they are open to the DCB members' suggestions in order to obtain approval from the Board.

On a motion of Chair Phinney, seconded by Vice-chair Jubany, the item was approved with changes. The following changes to the original submittal include: rear signage that is consistent with adjacent rear signage at the center, an amended main storefront sign with a reduced size yellow backboard that has a minimum of 2 inches of wall showing inside of the architectural decoration frame. The method of attachment of the front sign is to be determined by the applicant.
Ayes: 3 – Chair Phinney, Vice-chair Jubany, and Mr. Wong

B. Election of Officers
Mr. Wong nominated Chair Phinney to be re-elected as Chair and Ms. Jubany to be re-elected as Vice-chair of the Design Control Board for the period of June 19, 2013 until June 2014. The motion was seconded by Chair Phinney and passed unanimously.
Ayes: 3 – Chair Phinney, Vice-chair Jubany, and Mr. Wong

Public Comment
None

7. Staff Reports
Ms. Gutierrez spoke about the June 1, 2013 Visioning Meeting. She stated that there were approximately 30 to 35 attendees and the feedback from that meeting will be compiled and posted on-line and presented to the Board.

Ms. Miyamoto announced that the submittal for the Parcel 44 project was received and the department will move forward with a night meeting on Tuesday, July 16, 2013 at 6 pm. She mentioned that there will be an on-line announcement on the Department of Beaches and Harbors' website along with an e-mail blast to the public.

All reports were received and filed.

Public Comment
None

Board Comment

Chair Phinney suggested that special announcements should include the project's name, in addition to the parcel number, to help the public better understand the location of the project being heard.

8. **Adjournment**

Chair Phinney adjourned the meeting at 2:35 PM.

Respectfully Submitted,

Yeni S. Maddox
Secretary for the Design Control Board

Marina del Rey Slip Vacancy Report

Jul-13	18-25			26-30			31-35			36-40			41-45			46-50			51+			TOTAL	TOTAL	%	DOIUBLES	DOUBLES	NON-DBL	
Marina	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VACANT	AVAILABLE	VACANT	VACANT	OUT OF SERVICE	OUT OF SERVICE	TTL OFF LINE
P7	1	8	12.5%	3	80	3.8%	6	44	13.6%	4	42	9.5%	3	12	25.0%	0	7	0.0%	2	21	9.5%	19	214	8.9%				
P8	14	15	93.3%	27	48	56.3%	46	82	56.1%	16	38	42.1%	11	16	68.8%	3	7	42.9%	1	1	100.0%	118	207	57.0%				
P10	0	12	0.0%	1	126	0.8%	0	22	0.0%	0	20	0.0%	0	0		0	0		0	0		1	180	0.6%				
P12	0	0		0	0		0	30	0.0%	0	53	0.0%	1	58	1.7%	0	44	0.0%	0	31	0.0%	1	216	0.5%				
P13	0	0		0	3	0.0%	0	33	0.0%	0	70	0.0%	0	36	0.0%	0	36	0.0%	2	8	25.0%	2	186	1.1%				
P15	5	106	4.7%	0	32	0.0%	1	40	2.5%	3	20	15.0%	9	20	45.0%	6	18	33.3%	0	0		24	236	10.2%				
P18	34	198	17.2%	13	68	17.6%	2	41	4.9%	3	39	7.7%	1	26	3.8%	1	18	5.6%	1	34	2.9%	55	424	13.0%	4		1	
P20	13	42	31.0%	4	59	1.7%	1	21	4.8%	1	9	11.1%	0	8	0.0%	0	0		0	0		19	139	13.7%			3	
P21	68	121	50.4%	10	51	19.6%	0	0		1	10	10.0%	0	0		0	0		0	0		79	182	43.4%	33	7		
P28	0	0		57	182	31.3%	20	100	20.0%	5	82	6.1%	0	0		0	9	0.0%	0	2	0.0%	82	375	21.9%				
P30	0	8	0.0%	5	70	1.4%	3	51	3.9%	0	33	0.0%	0	26	0.0%	1	52	1.9%	2	55	0.0%	11	295	3.7%	1	2	5	
P41	18	90	20.0%	6	24	25.0%	9	34	26.5%	0	0		0	0		0	0		0	0		33	148	22.3%				
P42-43	52	109	47.7%	39	120	32.5%	10	70	14.3%	1	36	2.8%	0	0		0	10	0.0%	0	4	0.0%	102	349	29.2%				
P44 (P45)	119	269	43.9%	5	51	9.8%	3	71	4.2%	0	0		0	0		0	0		0	0		127	391	32.5%	104	1		
P47	19	53	35.8%	32	81	37.0%	16	29	48.3%	4	6	33.3%	0	1	0.0%	0	1	0.0%	0	0		71	171	41.5%			6	
P53	2	34	5.9%	1	23	4.3%	1	37	2.7%	0	9	0.0%	0	0		0	0		0	0		4	103	3.9%				
P54	0	0		2	3	66.7%	0	0		8	24	25.0%	0	6	0.0%	1	7	14.3%	1	14	7.1%	12	54	22.2%	6	2		
P111	0	20	0.0%	0	27	0.0%	0	2	0.0%	0	15	0.0%	0	0		0	8	0.0%	3	39	7.7%	3	111	2.7%				
P112	1	100	1.0%	0	0		0	11	0.0%	0	24	0.0%	0	0		0	0		0	40	0.0%	1	175	0.6%				
P125I	18	22	78.3%	25	76	25.8%	10	102	9.8%	30	62	48.4%	1	23	4.3%	1	18	5.6%	0	0	0.0%	85	303	28.1%				27
P132	3	29	6.9%	1	3	33.3%	6	68	7.4%	1	58	1.7%	3	45	6.7%	1	39	2.6%	0	20	0.0%	15	262	5.7%	1	1	1	
Grand Total	367	1236	29.7%	231	1127	20.5%	134	888	15.1%	77	650	11.8%	29	277	10.5%	14	274	5.1%	12	269	4.5%	864	4721	18.3%	149	13	16	27

Summation

Vacancy in 18'-25'	29.7%
Vacancy in 26'-30'	20.5%
Vacancy in 31'-35'	15.1%
Vacancy in 36'-40'	11.8%
Vacancy in 41'-45'	10.5%
Vacancy in 46' to 50'	5.1%
Vacancy in 51' and over	4.5%

Total Vacancy	18.30%
Vacancy w/o DOUBLES, OUT OF SERVICE and OFF LINE slips	16.47%

Jul-13	Under Construction	Net Available	TOTAL MdR	% of TOTAL	CDP MIN THRESHOL
25' & Less					
Number of Slips	1	1236	4748	26%	16%
26'-30'					
Number of Slips	21	1127	4748	24%	19%
30'-35'					
Number of Slips	21	1780	4748	37%	18%

Notes

4761 - pre-construction number of slips

12. Incorporation of Standard and Special Conditions into Lease Documents

PRIOR TO ISSUANCE OF THE COASTAL DEVELOPMENT PERMIT, the applicants shall submit, for the review and approval of the Executive Director, a copy of the standard lease document that is used for leases which incorporates all of the Standard and Special Conditions of this Coastal Development Permit. Any subsequent changes to the standard lease document that is used for each lease shall be submitted for the review and approval of the Executive Director before the applicants use the changed lease.

13. Boater Parking

PRIOR TO THE COMMENCMENT OF CONSTRUCTION, of an individual marina authorized pursuant to this coastal development permit, the applicants shall secure a coastal development permit from the County of Los Angeles, if necessary, for any required parking lot improvements and/or restriping to comply with the boating parking standard specified in the certified Marina del Rey Local Coastal Program (ratio of .6 or greater parking spaces per boat slip).

14. Boat Slip Loss During Marina Reconstruction

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, on any individual marina, the applicant must provide evidence to the Executive Director, demonstrating that the temporary removal of slips resulting from the reconstruction project will not cause the overall number of slips Marina-wide in the to fall below the following percentages:

- ≤25 foot category y – 16%
- 26 – 30 foot category –19%
- 30 – 35 foot category –18%

15. Transition Process for Displaced Boats During and after Dock Reconstruction

PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, on any individual marina approved pursuant to this Coastal Development permit, the applicant shall submit for the review and approval of the Executive Director, a "slip transition and implementation plan" to assist small and mid-sized boat (35 feet and under) owners to locate a temporary slip for lease during reconstruction. The applicant shall use its best efforts to alert marina tenants displaced by reconstruction of a temporary slip for the displacement of boats sized 35 feet and under from the individual marina by identifying vacant slips throughout Marina del Rey if a slip is not available in the marina under reconstruction. The applicant is not required to subsidize the relocated tenant.

The County shall establish in the Slip Transition and Implementation Plan a procedure for accommodating boats under 30 feet in length desiring a location in Marina del Rey. Said procedure shall provide that any boater with a vessel 30

feet and under may request a slip from the County if said boater has been unable to find a slip in marina del Rey. Upon such notification from the boater, the County shall cause the boater to be accommodated in any of the marinas subject to this permit which proposes the loss of any slips under 30 feet. If the slip offered to the boater is larger than what would be necessary for a vessel of that size and under, the County shall cause that slip to be rented at the rate then prevailing for a slip accommodating a vessel of that size.

Immediately following the final phase of reconstruction, the applicant shall extend to previous slip renters of boats 35 feet and under a 30 day right of first refusal for available slips of the same previously leased size. The transition and implementation plan shall include but not limited to the following mitigation measures:

- utilize successive reconstruction phases within the same marina to secure slips for boats temporarily displaced during the previous phase;
- identify an appropriately-sized slip in another marina within Marina del Rey harbor; and/or;
- until a slip of the previously leased size is identified in Marina del Rey harbor, lease to the displaced boat owner a larger slip (may include end-ties/side-ties) at a rate at a rate equal to the currently-posted slip rate of the size previously rented to the displaced boat.
- If neither an appropriate-sized slip nor larger slip is available to the boater with a boat 35 feet and under in a private lease hold anchorage, the County shall make accommodation for a displaced boater in Parcel 47 public marina. If a slip is not available in the size appropriate for that displaced boat (35 feet and under) the County shall lease a larger slip (may include end-ties/side-ties) at a rate at a rate equal to the currently-posted slip rate of the size previously rented to the displaced boat. If no appropriate space is available in Parcel 47 marina, the County shall offer space in the mast up-storage or other storage operated by the County at the appropriate rate.

In any case, the marina operator will not be required to honor special requests for the specific location of the slip. These procedures shall only apply to:

- accommodate the specific vessel that occupied the previously leased slip;
- slip renters in good standing at the start of the reconstruction project; and
- seaworthy vessels (no houseboats, floating homes or inoperable boats).