



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

SMALL CRAFT HARBOR COMMISSION MEETING **Wednesday, January 13, 2021**

10:00 A.M.

[AUDIO LINK SCHC January 13, 2021 Meeting](#)

NOTICE

Following Governor Newsom's executive orders prohibiting the convening of public agency meetings in light of the COVID-19 pandemic, all regularly scheduled Small Craft Harbor Commission meetings will convene as virtual (online) meetings and by teleconference until further notice.

OBSERVING THE MEETING

To observe the meeting without public comment for the record, go to <http://beaches.lacounty.gov/watch-schc-meeting> (Webinar ID: 928 7881 2983) or dial **(408) 638-0968** or **(669) 900-6833**.

PROVIDING PUBLIC COMMENT DURING THE MEETING

To provide verbal public comment for the record during the meeting, go to <http://beaches.lacounty.gov/watch-schc-meeting> (Webinar ID: 928 7881 2983) and staff will assist you via the Zoom chat feature.

PROVIDING PUBLIC COMMENT BEFORE THE MEETING

To provide public comment for the record before the meeting, send an email to DSCHCSecretary@bh.lacounty.gov or dial (424) 526-7733 and leave a message with your comment, the agenda item number, your first name and last name, email address, and phone number. Public comments submitted prior to 5 p.m. on Tuesday, January 12, 2021 will be transcribed and provided to the Small Craft Harbor Commission. Verbal public comments submitted after 5 p.m. on Tuesday, January 12, 2021 will not be provided to the Small Craft Harbor Commission, but will be transcribed and added to the public record.

1. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **APPROVAL OF MINUTES**

Small Craft Harbor Commission Special Meeting of December 17, 2020



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
 - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance with Liveaboard Permit Percentages
- b. Marina del Rey and Beach Special Events (DISCUSS REPORT)
- c. Marina Boating Section Report (VERBAL REPORT)
- d. Marina del Rey Maintenance Report (VERBAL REPORT)

6. **OLD BUSINESS**

None

7. **NEW BUSINESS**

- a. Parcel 41 (Catalina Yacht Anchorage) Proposed Lease Assignment and Five-Year Lease Extension (ENDORSEMENT)

8. **STAFF REPORTS**

- Ongoing Activities (DISCUSS REPORTS)
 - Board Actions on Items Relating to Marina del Rey
 - Regional Planning Commission Calendar
 - California Coastal Commission Calendar
 - Redevelopment Project Status Report
 - Design Control Board Minutes
 - Marina del Rey Slip Report
 - California Coastal Commission Slip Report
 - Fisherman's Village Progress Report
 - Illegal Boat Charter Enforcement

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 interpretar esta información llame al (424) 526-7777.

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 (424) 526-7752 (Voice) or (TTY/TDD) users, please call the California Relay Service at 711. The ADA Coordinator may be reached by email at rstassi@bh.lacounty.gov.

SMALL CRAFT HARBOR COMMISSION MINUTES
SPECIAL VIRTUAL MEETING
December 17, 2020

Commissioners: David Lumian, Chair; Nathan Salazar, Vice Chair; Richard Montgomery

Department of Beaches and Harbors (DBH): Gary Jones, Director; Amy Caves, Deputy Director; Steve Penn, Chief of Asset Management Division; Susana Graether, Chief Property Manager; Phyllis Bordenave-Priestley, Senior Real Property Agent

County: Joseph Abdelkerim, Deputy County Counsel

Item 1 - Call to Order and Pledge of Allegiance

Chair Lumian called the virtual meeting to order at 10:01 a.m., followed by the Pledge of Allegiance. Susana Graether read the virtual meeting procedures.

Item 2 - Approval of Minutes

Motion to approve November 18, 2020 Special Meeting Minutes by Mr. Montgomery, seconded by Vice Chair Salazar, unanimously approved.

Walter Lamb requested certain revisions to his comments on the meeting minutes.

Chair Lumian stated that the minutes were accurate and should be approved as they are.

Ayes: 3 – Chair Lumian, Vice Chair Salazar, and Mr. Montgomery

Item 3 – Communication from the Public

Pam Gore provided a brief update on the formation of the yacht charter association and announced their name, Charter Boat Operators of Marina del Rey California Association. She further explained that they are currently working on the bylaws.

Captain Alex Balian asked if the commissioners received a copy of the letter he submitted regarding the violation of the health order.

Chair Lumian answered affirmatively.

Item 4 – Communication with the Commissioners

Mr. Montgomery disclosed his communication from DBH staff.

Vice Chair Salazar disclosed his communication from DBH staff and congratulated Supervisor Hilda Solis on becoming the Chair of the Board of Supervisors (BOS).

Chair Lumian disclosed his communication with Steve Cho, Ken Johnson, Greg Schem, Aaron Clark, and Mollie Perlman.

Item 5a – Marina Sheriff

Sergeant Carlson reported on the Crime Stats report and noted that the burglaries are down.

Mr. Montgomery expressed his gratitude towards the Sheriff's Department and staff.

Item 5b – MdR and Beach Special Events

Catrina Love reported that the programming is limited due to COVID-19; however, it's being tailored to implement physical distancing guidelines to keep the members of the public safe. She added that the Farmer's Market, the afternoon sailing classes, the youth sailing classes, and winter sailing classes are ongoing. Lastly she provided the participant numbers from the current year's sailing classes per the commission's request.

Item 5c – Marina Boating Section Report

Michael Blenk reported that Anchorage 47 has two 34 feet, two 27 feet, five 24 feet, and two 22 feet vacant slips. Parcel 77 power boat storage is completely full, and Mast-Up storage has 41 spaces available.

Item 5d – Marina del Rey Maintenance Report

Jose Bedolla announced the annual tree trimming is almost complete, the expansion of Lot 4's entrance, and the wash-down machines are all operational.

Item 6a – How to Legally Operate a Boat Charter Business in Marina del Rey

Amir Tadros presented the staff report.

Gary Gilpin inquired about the County or business license that wasn't mentioned in the presentation. He also inquired about the Dock 55 operator's licenses to provide food.

Rob Kessler expressed concerned about the illegal charters and lack of enforcement.

Mr. Montgomery deferred Mr. Kessler's questions to staff.

Vice Chair Salazar and Chair Lumian inquired about the enforcement of illegal charters.

Amir Tadros replied that the enforcement is handled by DBH code enforcement, Sheriff and Harbor Master.

Sergeant Carlson stated that commercial vessel is handled by the US Coast Guard. He further explained the difficulties with enforcement of illegal charters.

Mark Sentryz spoke about illegal charters, safety concerns and read a letter from Robert Hamilton regarding his rescue by Mr. Sentryz's crew.

Pam Gore spoke about the lack of enforcement and response.

Chair Lumian asked staff and sheriff for continued monitoring of this situation.

Vince agreed with two previous speakers and expressed concerns about the increasing safety issues.

Sergeant Carlson gave out the sheriff department's phone number (310-482-6000), to report illegal boat charters.

Item 7a – Public Health Order Update

Steve Penn presented the staff report.

Mr. Montgomery expressed his gratitude to staff for the update.

Vice Chair Salazar updated everyone on the numbers for COVID-19 cases and urged everyone to follow the rules.

Chair Lumian inquired as to what businesses and water based businesses does the Public Health Order effect.

Steve Penn referred Chair Lumian to the Department of Public Health's website to view the essential and non-essential businesses allowed to operate along with the protocols in place.

Captain Alex Balian suggested everyone use the website as well as the wait time via phone call is approximately two hours. He also spoke about the importance of the Public Health Order and it's violations.

Item 7b – Commission Letter in Support of Allowing Outdoor Equipment Rentals in Marina del Rey

Janet Zaldua presented the staff report.

Jennifer Vaughan spoke about her company's safety procedures and read a positive yelp review from a customer.

Mark Sentryz spoke about his business's closing and re-opening due to the Public Health Order and his company's efforts to comply with it.

Vice Chair Salazar inquired if they had contacted Public Health about this issue.

Janet Zaldua replied that she sent an e-mail to a representative at the Department of Public Health and Dr. Ferrer with no response yet.

Mr. Montgomery suggested following-up due to Public Health's busy schedule and to inform the BOS of the situation.

Chair Lumian stated that he agrees that boat rentals are a great way and safe recreational activities during the pandemic and should not be closed down. He suggested sending a letter to the BOS and Public Health requesting the change. He also inquired if CVB is going to request from Public Health the re-opening of outdoor dining.

Janet Zaldua responded that there hasn't been a discussion nor a request submitted; however, she isn't opposed to making a request.

Motion to send a letter in support of allowing outdoor equipment rentals in Marina del Rey by Mr. Montgomery, seconded by Vice Chair Salazar, unanimously approved.

Ayes: 3 – Chair Lumian, Vice Chair Salazar, and Mr. Montgomery

Item 7c – Election of Marina del Rey Convention and Visitor's Bureau (CVB) Representative

Walter Lamb spoke about the lack of transparency and accountability from Beaches and Harbors and expressed concern about the County's voting rights.

Chair Lumian and Vice Chair Salazar asked that county counsel answer the voting rights question.

Joseph Abdelkerim advised that the non-profit corporation's code requires voting rights to be a director. He added that the CVB bylaws are vague and offered to meet with the commission's elected representative to give further legal opinion.

Chair Lumian stated that he doesn't recall having any voting rights when he served as the elected representative.

Joseph Abdelkerim stated that the bylaws mentioned the appointee of commissioner's representative to the CVB makes that person a director.

Motion to appoint Chair Lumian to be the CVB representative by Mr. Montgomery, seconded by Vice Chair Salazar, unanimously approved.

Ayes: 3 – Chair Lumian, Vice Chair Salazar, and Mr. Montgomery

Motion to appoint Vice Chair Salazar as the alternate CVB representative by Mr. Montgomery, seconded by Vice Chair Salazar, unanimously approved.

Ayes: 3 – Chair Lumian, Vice Chair Salazar, and Mr. Montgomery

Item 8 – Staff Reports

Steve Penn presented the staff report.

Captain Alex Balian expressed concern about the Fisherman's Village plan and requested an update.

Mr. Montgomery expressed his gratitude to staff.

Adjournment

Chair Lumian adjourned the meeting at 11:37 a.m.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES DECEMBER 2020



	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	Parks 2791	TOTALS
Homicide											0
Rape											0
Robbery: Weapon								1			1
Robbery: Strong-Arm		1									1
Aggravated Assault	1								1		2
Burglary: Residence	2						1	1	1		5
Burglary: Other Structure											0
Grand Theft	8	1					3	1	4		17
Grand Theft Auto	6						1	4	5	1	17
Arson											0
Boat Theft											0
Vehicle Burglary	1		1		1		1	1			5
Boat Burglary											0
Petty Theft	7	6		1			5	4	5	2	30
REPORTING DISTRICTS TOTALS	25	8	1	1	1	0	11	12	16	3	78

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

Source- LARCIS, **Date Prepared** January 5, 2021
CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 2 CRIMES – DECEMBER 2020



Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide		
Rape		
Robbery: Weapon		
Robbery: Strong-Arm		
Aggravated Assault		
Burglary: Residence		1
Burglary: Other Structure		
Grand Theft		3
Grand Theft Auto		1
Arson		
Boat Theft		
Vehicle Burglary	1	1
Boat Burglary		
Petty Theft		5
Total	1	11

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

Source- LARCIS, **Date Prepared** January 5, 2021
CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- DECEMBER 2020



	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2768)
Part I Crimes		
Homicide		
Rape		
Robbery: Weapon		1
Robbery: Strong-Arm	1	
Aggravated Assault	1	1
Burglary: Residence	2	3
Burglary: Other Structure		
Grand Theft	9	8
Grand Theft Auto	6	11
Arson		
Boat Theft		
Vehicle Burglary	2	3
Boat Burglary		
Petty Theft	14	16
Total	35	43

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

Source- LARCIS, **Date Prepared –** January 5, 2021
CRIME INFORMATION REPORT - OPTION 5A



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♦ ♦ ♦
Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

January 13, 2021

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director 

SUBJECT: **ITEM 5b – MARINA DEL REY SPECIAL EVENTS**

DRAWING & PAINTING CLASS

Online class via Zoom

Tuesdays

6:30 p.m. – 7:30 p.m.

The Los Angeles County Department of Beaches and Harbors (Department) is offering a FREE drawing and watercolor art class for beginners ages 14 years or older. Registration is required on a first-come, first served basis. Please pre-register for each class by emailing chacepark@bh.lacounty.gov.

For more information: Call (424) 526-7910 or visit beaches.lacounty.gov

MARINA DEL REY FARMERS' MARKET

Parking Lot #11 ♦ 14101 Panay Way ♦ Marina del Rey

Saturdays

Senior Hour: 8:00 a.m. – 9:00 a.m.

Regular Market Hours: 9:00 a.m. – 2:00 p.m.

The Department, in collaboration with Southland Farmers' Markets Association, is offering the Marina del Rey Farmers' Market on Saturdays. The Marina del Rey Farmers' Market offers fresh, locally grown organic and conventionally grown fruits and veggies. Also available are prepackaged foods and much more! Paid parking is available for 25 cents for every 10 minutes. A face cover and 6-foot physical distancing from others is required.

For more information: Call the Marina del Rey Visitors Center at (424) 526-7900 or visit beaches.lacounty.gov



W.A.T.E.R YOUTH PROGRAM AFTERNOON SAILING CLASSES

Burton Chace Park ♦ 13640 Mindanao Way ♦ Marina del Rey

January 11th – June 2021

1:00 p.m. – 5:00 p.m.

Los Angeles County Lifeguards will instruct the Department's sailing courses that teaches students basic sailing knowledge and terms, boat maintenance and rigging, knot tying, tacking, docking and instruction to ocean sailing. Students will learn to sail on 14-foot Capri sailboats (with main sail and jib) and Laser sailboats. In the final days of the session, students may get experience on Catalina 275 Sport.

Financial aid is available for qualified families. Please call for details.

Ages: 11 - 17 years old

Class Size: 6 – 10 students with 3 Lifeguard instructors

Level: All levels

Fee: \$224 for 5-day session

*NOTE: Applicants must successfully complete a 100-yard swim test in 2 minutes and 20 seconds to be eligible for Beginning Sailing.

For more information: Call (424) 526-7888 or visit marinadelrey.lacounty.gov

HOUSEHOLD HAZARDOUS WASTE AND E-WASTE ROUNDUP

Dock 52 Parking Lot, 13483 Fiji Way ♦ Marina del Rey, CA 90292

Saturday, February 20, 2021

9:00 a.m. – 3:00 p.m.

The County of Los Angeles Department of Public Works and the Sanitation Districts of Los Angeles are sponsoring the annual Household Hazardous Waste and E-Waste Roundup for the proper disposal of environmentally harmful household substances and electronic waste.

For more information: Contact (800) 238-0173 or info@lacsdsd.org

GJ:CB:da



January 13, 2021

Caring for Our Coast

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Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director 

SUBJECT: **ITEM 7A – CONSENT TO: ASSIGNMENT AND AMENDMENT OF LEASE NO. 5601 CATALINA YACHT ANCHORAGE (PARCEL 41 AT 13505 BALI WAY)**

Item 7A on your agenda relates to the proposed assignment of Lease Agreement No. 5601 for Parcel 41 in Marina del Rey from the current lessee, Wesco Sales Corp., a California corporation, to CAH Marina I, LLC, a California limited liability company and additionally to amend the Lease to extend the lease term by five years.

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

The attached Board letter provides details relating to the assignment and amendment to extend the lease term. Your Commission's endorsement of the recommendation that the Board consent to the assignment and amendment is requested.

GJ:AC:SP:SVG:kg

Attachment



February X, 2021

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

Dear Supervisors:

**CONSENT TO ASSIGNMENT AND
APPROVAL OF AMENDMENT NO.14 TO LEASE NO. 5601
CATALINA YACHT ANCHORAGE (PARCEL 41) – MARINA DEL REY
(FOURTH DISTRICT) (4 VOTES)**

SUBJECT

This Board letter requests the Board's consent to the proposed assignment of Lease Agreement No. 5601 (Lease) for Parcel 41 in Marina del Rey from the current lessee, Wesco Sales Corp., a California corporation (Lessee) to CAH Marina I, LLC, a California limited liability company and additionally to amend the Lease to extend the lease term by five years.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are exempt from the California Environmental Quality Act (CEQA) because such actions do not constitute a project pursuant to Sections 15378(b)(5) of the CEQA Guidelines.
2. Consent to the proposed assignment of the Parcel 41 Lease to CAH Marina I, LLC, a California limited liability company.
3. Approve and authorize the Chair of the Board to sign the attached Amendment No. 14 to Lease No. 5601 pertaining to the extension of the lease term.
4. Authorize the Director of Beaches and Harbors to execute any consents, estoppels, and related documentation, approved as to form by County Counsel, necessary to effectuate the assignment of the Parcel 41 Lease.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Lessee is requesting County's consent to assign its leasehold interest in Parcel 41 to CAH Marina I, LLC, a California limited liability company ("Assignee"). Pursuant to the



terms of the Lease, the Lessee must obtain the County's consent to the proposed assignment of the Lease, but such consent may not be unreasonably withheld.

Pursuant to that certain Department of Beaches and Harbors Policy Statement No. 23 – Assignments of Lease dated January 16, 1974, the County's decision whether to approve the proposed assignments shall be based on the following: a) the financial condition of the proposed assignee; b) the price to be paid for the leasehold as it relates to improvements or potential development thereon; and c) the management of the leasehold by the proposed assignee being in the best interest of the whole Marina.

The Department of Beaches and Harbors has reviewed the proposed assignment and has found that; a) the Assignee is affiliated with a portfolio of companies holding over 2.5 million square feet of commercial space with a multi-billion dollar value, and that Rick Caruso, its principal owner, has a published net worth of \$3.9 billion; b) the proposed sales price of \$2,500,000 for Parcel 41 appears to be justified based on an independent analysis by an economic consultant; and c) the proposed assignee's property management company, CARUSO MANAGEMENT COMPANY, Ltd., a California limited partnership, has requisite experience in managing and operating well-known Los Angeles area upscale properties, such as The Americana at Brand, The Grove, and Waterside, Marina del Rey.

The current Lease term is set to expire on May 31, 2022. The proposed Amendment No. 14 would extend the term by five years to May 31, 2027. This will allow the proposed assignee time to learn about the community as it considers a longer term proposal that more comprehensively outlines the plans to operate the property.

Implementation of Strategic Plan Goals

The recommended action will ensure the County maximizes use of County assets, guides strategic investments, and supports economic development, in ways that are fiscally responsible and align with the County's highest priority needs, all of which promote Strategic Plan Goal No. III.3.2 (Manage and Maximize County Assets).

FISCAL IMPACT/FINANCING

The proposed action will have no direct fiscal impact on the County, as the proposed transfer does not trigger any contractual obligation for the Lessee to pay a participation or other fee to County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Commonly known as Catalina Yacht Anchorage, Parcel 41 is improved with two one-story buildings totaling 2,085 square feet and 148 boat slips on 2.35 acres of land and 3.18 acres of water in Marina del Rey. The 60-year ground lease between the County and the lessee was executed in 1962, and expires on May 31, 2022.

Department staff and County Counsel have reviewed the Lease Amendment and proposed assignment and have determined that the County has no reasonable basis on which to withhold its consent. No participation fee is due to the County under the term of the Lease.

Entering into leases of the County's Marina del Rey real property is authorized by Government Code section 25907 and 25536, and the proposed assignment is permitted by the Lease.

At its meeting on January 13, 2021, the Small Craft Harbor Commission _____ the Director's recommendation that your Board consent to the assignment of the lease for Parcel 41 and the extension of the term.

ENVIRONMENTAL DOCUMENTATION

The proposed County consent action is not a project pursuant to the California Environmental Quality Act (CEQA) because such consent is an activity that is excluded from the definition of a project by Section 15378(b)(5) of the CEQA Guidelines. The proposed consent is an administrative activity of government which will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects.

CONCLUSION

It is recommended that your Board approve the proposed consent to assignment of Parcel 41 and to please have the Chair sign all three copies of the Amendment No. 14 to Lease No. 5601, and have the Executive Officer of the Board return two executed copies, as well as an adopted-stamped copy of this letter to the Department of Beaches and Harbors, 13787 Fiji Way, Marina del Rey, CA 90292. Should you have any questions please contact Kristal Ghil at (424) 526-7735 or kghil@bh.lacounty.gov.

Respectfully submitted,

GARY JONES
Director

GJ:AC:SP:SVG:kg

c: Acting Chief Executive Officer

County Counsel
Executive Officer, Board of Supervisors

DRAFT

CONSENT TO ASSIGNMENT AND ESTOPPEL CERTIFICATE

PARCEL 41

_____, 2021

PROPERTY NAME: California Yacht Anchorage (Parcel 41)

PROPERTY ADDRESS: 13505 Bali Way, Marina Del Rey area of incorporated Los Angeles County, California, more particularly described on Exhibit A attached hereto and incorporated herein (the “**Property**”)

LEASE DATE: May 18, 1962

GROUND LESSOR: County of Los Angeles,
State of California

GROUND LESSEE: Wesco Sales Corp., a California corporation, successor by assignment from David D. Jennings, an individual

This Consent to Assignment and Estoppel Certificate (“**Consent and Estoppel**”) is made as of _____, 2021 by the County of Los Angeles (“County” or “Lessor”), is the lessor under that certain Lease dated May 18, 1962, as amended (the “**Lease**”). The Lessor does hereby affirm:

1. Lessor is the owner of the fee simple estate in the Property and is Lessor under the Lease.
2. Lessor does hereby consent to the assignment of Lessee’s interest in said Lease to CAH Marina I, LLC, a California limited liability company (the “**Assignee**”).
3. The term of the Lease commenced on the date set forth in the Lease and expires on May 31, 2022.
4. A true and complete list of the documents comprising the Lease, including all amendments, supplements and other modifications thereto is attached hereto as Exhibit B. The documents attached to Exhibit B hereto represent the entire agreement between Lessor and Lessee as to the Lease and the premises leased thereunder and the Lease has not otherwise been modified, supplemented or amended in any way.
5. Rents and other charges have been fully paid under the Lease through [December 31, 2018], as verified by a formal audit for the period ending such date (the “**Effective Audit Date**”), and all delinquencies revealed by such audit have been paid to Lessor. Subject to County audit rights for periods after the Effective Audit Date that might affect the calculation of the annual square foot rental amounts

required to be paid under the Lease, the current annual minimum rental payable under the Lease as of the date hereof is [\$12,994]. Subject to the foregoing: (a) annual minimum rental as required by the Lease has been timely and fully made since the Effective Audit Date for all months up through and including [August, 2020], and (b) monthly percentage rent payments have been made through the month of [February, 2020] (for gross receipts reported for the month of [February, 2020]), but all such payments (in both clauses (a) and (b)) are subject to audit for periods from and after the Effective Audit Date. In the event any such audit reveals a rental deficiency, Lessee and Assignee shall be liable jointly and severally for payment of all unpaid deficiencies accruing on and after the Effective Audit Date. Annual square foot rental and percentage rental rates under the Lease are subject to adjustment in accordance with the terms and provisions of the Lease. The amount of the security deposit required under the Lease is [\$38,981] and such amount has been paid to Lessor. No portion of such security deposit has been applied by Lessor. No representation is made herein by Lessor as to the current status of Lessee's payments of possessory interest taxes or any other taxes, assessments or similar service charges which may be due by the lessee to the County or other governmental or regulatory body in connection with the Property.

6. The next Adjustment Date for the annual minimum rent under the Lease is June 1, 2020.
7. Lessor acknowledges that Caruso Management Company, Ltd., a California limited partnership has been approved as the property management company for the Property and all improvements located thereon upon the consummation of the assignments to Assignee.
8. The Lease is in full force and effect.
9. Subject to any matters that may be disclosed by the audit described in Section 5 above, to the current actual knowledge of Lessor, there is no existing uncured default under the Lease with respect to any monetary or non-monetary provision of the Lease, and to the current actual knowledge of Lessor, no event has occurred which, with the passage of time or giving of notice, or both, would constitute a default with respect to any non-monetary provision of the Lease. Notwithstanding any contrary provision of this Section 9 or in the Lease, in the event County determines in its sole and absolute discretion that there are any defects that pose a health and safety risk, Lessee will be obligated to cure any such defects in accordance with the time specifications required by the County. County has made no inspection of the Premises or investigation or inquiry as to Lessee's performance of any non-monetary obligation under the Lease, except for the Leasehold Premise Maintenance Deficiency Report, dated January 5, 2021, and there may be additional maintenance issues not set forth in said report.

10. Lessor has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Lease or the Property and there are no mortgages, deeds of trust or other security interests encumbering Lessor's fee interest in the Property.
11. The undersigned individual is duly authorized to execute this certificate on behalf of Lessor.
12. The legal description for the Property that is set forth in the Lease describes both the boundaries of the leasehold estate and easements that have been reserved by the Lessor in the leasehold. Until the expiration of the Term or sooner termination of the Lease, Lessee is the owner of the Improvements, except for certain Improvements owned by the Lessor, including without limitation, utility lines, transformer vaults and all other utility facilities to the extent that they are not owned by a utility. Lessee shall have the use of all Improvements on the Premises whether owned by Lessor or Lessee.
13. This Consent to Assignment and Estoppel Certificate may be executed in counterparts, and when all counterpart documents are executed, counterparts shall constitute a single integrated document.
14. With reference to that certain amendment to the Lease entitled Amendment No. 9 to Lease No. 5601 Parcel No. 41 – Marina Del Rey dated as of October, 1989 (the "Ninth Amendment"), Lessor and Lessee hereby acknowledge and confirm that Lessee does not operate or maintain a yacht club on the leasehold premises and/or Lessee has not accepted the terms and conditions of Section 2 of the Ninth Amendment, thus Lessee is not currently subject to the revised percentage rentals terms set forth in Section 1 of the Ninth Amendment or the covenants set forth in Section 2 of the Ninth Amendment. For the avoidance of doubt, neither Lessee nor its successors or assigns shall be subject to the revised percentage rentals terms set forth in Section 1 of the Ninth Amendment or the covenants set forth in Section 2 of the Ninth Amendment, unless such party elects to operate and/or maintain a yacht club on the leasehold premises and accept the terms and conditions of Section 2 of the Ninth Amendment in accordance with Section 1 of the Ninth Amendment.

The truth and accuracy of the certifications contained herein may be relied upon by Lessee and Assignee and their respective successors, assigns and transferees, and lenders and said certifications shall be binding upon Lessor and its successors and assigns, and inure to the benefit of Lessee and Assignee and their respective successors, assigns and transferees and lenders. This Consent to Assignment and Estoppel Certificate shall not be deemed to alter or modify any of the terms and conditions of the Lease.

For the avoidance of doubt, in no event shall the certifications contained in this estoppel certificate modify the Lease, with the sole effect of said certifications being to estop Lessor from taking a position against any recipient which is inconsistent with the certifications contained in this estoppel certificate, to the extent such recipient (a) did not have actual knowledge of facts contrary to those contained herein, and (b) reasonably relied to its detriment upon the certifications contained herein.

[SIGNATURES ON FOLLOWING PAGE]

LESSOR:

COUNTY OF LOS ANGELES

By: _____
Gary Jones, Director of Department of
Beaches and Harbors

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
Acting County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

By: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 41

Parcels 705 to 716 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, recorded in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said county.

Reserving and excepting therefrom unto the County of Los Angeles easements for sanitary sewer, fire access, storm drain and harbor utility purposes over those portions thereof designated on said map to be reserved by said county for such purposes.

DESCRIPTION APPROVED

'AUG 31 1961

JOHN A. LAMBIE

County Engineer

 DEPUTY

EXHIBIT B
GROUND LEASE AND ALL AMENDMENTS

WHEN RECORDED RETURN TO:

CAH Marina I, LLC
101 The Grove Drive
Los Angeles, CA 90036
Attn: Legal Department

NO DOCUMENTARY TRANSFER TAX IS DUE –
THE TERM OF THE LEASE IS LESS THAN 35 YEARS

(Space Above for Recorder's Use)

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (this “**Assignment**”) dated as of _____, 2020 (“**Effective Assignment Date**”) is entered into by and between WESCO SALES CORP., a California corporation (“**Assignor**”) and CAH Marina I, LLC, a California limited liability company (“**Assignee**”). For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows as of the Effective Assignment Date:

1. Assignor hereby assigns, transfers, grants, conveys and sets over to Assignee all of Assignor’s right, title and interest in and to that Lease dated as of May 18, 1962 by and between the County of Los Angeles (the “**County**”) and David D. Jennings, as amended by that certain Amendment to Lease dated as of May 8, 1964 by and between the County and Mystic Cove Marina, Inc., a California corporation (“**Mystic Cove**”), as amended by that certain Amendment No. 2 to Lease for Parcel(s) 41 Marina Del Rey dated as of September 8, 1966 by and between the County and Mystic Cove, as amended by that certain Amendment No. 3 to Lease No. 5601 Parcel 41 – Marina Del Rey Renegotiation of Rent dated as of November 21, 1972 by and between the County and Tomas Del Amo (“TDA”), as amended by that certain Amendment No. 4 to Lease for Parcel(s) 41 Marina Del Rey dated as of November 19, 1973 by and between the County and TDA, as amended by that certain Amendment No. 5 to Lease for No. 5601 Parcel No. 41 – Marina Del Rey dated as of 1974 between the County and TDA, as amended by that certain Amendment No. 6 to Lease No. 5601 Parcel No. 41 – Marina Del Rey dated as of October 14, 1977 between the County and Assignor, as amended by that certain Amendment No. 7 to Lease No. 5601 Parcel No. 41 – Marina Del Rey dated as of March 1, 1983 between the County and Assignor, as amended by that certain Amendment No. 8 to Lease No. 5601 Parcel No. 41 – Marina Del Rey dated as of March 14, 1989 between the County and Assignor, as amended by that certain Amendment No. 9 to Lease No. 5601 Parcel No. 41 – Marina Del Rey dated as of October 10, 1989 between the County and Assignor, as amended by that certain Amendment No. 10 to Lease No. 5601 Parcel No. 41 – Marina Del Rey Small Craft Harbor Renegotiation of Rent dated as of September 17, 1996 by and between the County and Assignor, as amended by that certain Amendment No. 11 to Lease No. 5601 Parcel No. 41 – Marina Del Rey dated as of October 1, 1999 by and between the County and Assignor, as amended by that certain Amendment No. 12 to Lease No. 5601 Parcel No. 41 – Marina Del Rey dated as of September 9, 2003 by and between the County and Assignor,

and as amended by that certain Amendment No. 13 to Lease No. 5601 Parcel No. 41 – Marina Del Rey Small Craft Harbor Readjustment of Rent and Insurance dated as of July 1, 2014 by and between the County and Assignor (collectively, the “**Lease**”), with respect to certain real property located in Marina Del Rey, California and more particularly described on Exhibit A attached hereto (the “**Leased Property**”), to have and to hold the same for and during the rest, residue and remainder of the term of the Lease. Assignor represents that it is the current lessee under the Lease immediately prior to the execution and delivery of this Assignment.

2. Assignor hereby conveys and transfers to Assignee all of Assignor’s right, title and interest in and to all improvements located on the Leased Property, which improvements are and shall remain real property.

3. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform, observe and be liable for all of the covenants, obligations, liabilities and provisions of the Lease to be performed or observed by the lessee thereunder, or for which the lessee thereunder is liable, which arise or accrue from and after the Effective Assignment Date.

4. Assignor and Assignee hereby acknowledge and agree that, in accordance with that certain Consent to Assignment and Estoppel Certificate consenting to this Assignment (the “**Consent**”), executed by the County of Los Angeles (the “**County**”) on _____, 2021, Assignor and Assignee shall be jointly and severally liable to the County for payment of any and all deficiencies in payments owing to the County under the Lease for the period preceding the Effective Assignment Date and first revealed by an audit after the Effective Assignment Date.

5. Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, demands, liabilities, suits, actions, judgments, costs and expenses (including reasonable attorneys' fees and court costs) arising and accruing from or out of Assignor’s obligations under the Lease prior to the Effective Assignment Date.

6. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all claims, demands, liabilities, suits, actions, judgments, costs and expenses (including reasonable attorneys' fees and court costs) arising and accruing from or out of Assignee’s obligations under the Lease on or after the Effective Assignment Date.

7. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Leased Property is located.

9. Assignor hereby agrees to and shall execute and deliver to Assignee any and all documents, agreements and instruments necessary to consummate the transactions contemplated by this Assignment.

10. This Assignment is made subject to all matters of record.

11. Each of Assignor and Assignee represent and warrant that they have all requisite authority to execute this Assignment and this Assignment constitutes a legal, valid and binding obligation of each of Assignor and Assignee, enforceable against each of Assignor and Assignee.

12. This Assignment may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, or modification or discharge is sought.

13. Any notices intended for Lessee (as defined in the Lease) shall hereafter be directed to Assignee at:

14. This Assignment may be executed in any number of identical counterparts, all or any of which may contain the signatures of fewer than all of the parties, and all of which shall be construed together as a single instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Assignment Date.

ASSIGNOR:

WESCO SALES CORP.,
a California corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

CAH MARINA I, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

**AMENDMENT NO. 14 TO LEASE AGREEMENT
PARCEL 41 – MARINA DEL REY
(LEASE NO. 5601)**

THIS AMENDMENT TO LEASE ("**Amendment No. 14**" or "**Amendment**") is made and entered into this _____ day of _____, 2021 (the "**Effective Date**").

BY AND BETWEEN

**COUNTY OF LOS ANGELES,
herein referred to as "County,"**

AND

**CAH MARINA I, LLC, a California limited
liability company, hereinafter referred to as
"Lessee."**

RECITALS:

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 5601, dated May 18, 1962, as amended, 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 41, which leasehold premises (the "**Premises**") are more particularly described in Exhibit "A" attached to and incorporated in said lease, and amended (the lease and all amendments are collectively referred to as the "**Lease**").

WHEREAS, County and Lessee desire to enter into this Amendment No. 14 to further amend the Lease, as set forth herein below, pursuant to the terms and conditions hereof.

NOW, THEREFORE, with reference to the foregoing Recitals and the covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:

1. **Definitions.** All initially-capitalized terms used but not defined in this Amendment have the meanings given to such terms in the Lease.

2. **Amendment Conditions.** This Amendment shall be conditioned upon the consummation of the assignment by the current lessee under the Lease, Wesco Sales Corp., a California corporation ("**Wesco**"), of its leasehold interest, to Lessee (the "**Assignment**"), and upon the County's written consent to the Assignment, in the form attached as Exhibit "B" hereto (the "**Consent**") and incorporated herein by this reference. This Amendment shall be effective on the date (the "**Effective Date**") on which said Consent is approved by the County.

3. **Extension of Term.** Pursuant to Section 2 of the Lease, the Term is set to expire on May 31, 2022. County and Lessee hereby agree to extend the Term by an

additional five (5) years, so that the Term will now expire on May 31, 2027. For the avoidance of doubt, said extension will not result in an extension of the Term beyond the ninety-nine (99) year limit imposed by California Government Code Section 37396(a).

4. **Status of Development.** Lessee hereby represents and agrees to use commercially reasonable best efforts to develop the Premises, which efforts shall include without limitation, obtaining all requisite entitlements and governmental approvals, preparation of design/conceptual plans, etc. Lessee will provide to County quarterly status reports describing the status of its development efforts, and will provide conceptual drawings, names of retained consultants, and proforma budgets when such become available. Upon receipt of each of Lessee's quarterly status reports, Lessee agrees to meet and confer with the County so that the County will have an opportunity to meet with Lessee to provide input and recommendations. Furthermore, in order to evaluate the status of Lessee's development efforts, County shall also have the right to retain its own consultants, such costs to be reimbursed by Lessee.

5. **No Other Claims.** The Lease is in full force and effect. County has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. There is no current defense, offset, claim or counterclaim by or in favor of Lessee against the County under the Lease. Furthermore, Lessee has no right to any concession (rental or otherwise) or similar compensation in connection with the Lease and Lessee's renting of the Premises, except as expressly provided in the Lease. There has not been filed by or against Lessee a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Lessee.

6. **Miscellaneous.**

6.1 **No Modification.** Except as referenced herein, the Lease has not been modified, amended or supplemented, and the Lease is and remains in full force and effect.

6.2 **Time of the Essence.** Time is of the essence with respect to this Amendment.

6.3 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of California without giving effect to the conflict of law principles of said state.

6.4 **No Waiver.** Except as expressly provided herein, County shall not be deemed by reason of its execution of this Amendment to have waived any terms or provisions of the Lease, including, without limitation, any default or Event of Default or any rights and remedies that County may have under the Lease, at law or in equity.

6.5 Controlling Provisions. In the event of any inconsistencies between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall govern and prevail.

6.6 Integration and Merger. This Amendment, the Exhibits attached hereto, and all documents referenced in the Amendment to be executed by Parent or Principal in connection herewith, contain the entire agreement of County and Lessee regarding the modification of the Lease and supersede all prior agreements, term sheets and understandings between County and Lessee, whether written or oral, with respect to the modification of the Lease.

6.7 Survival. All representations and warranties contained in this Amendment shall be deemed to be material and shall survive the effectiveness of the modifications to the Lease contemplated by this Amendment.

6.8 Further Assurances. At County's request, Lessee shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that County determines is necessary to evidence or carryout the intent of the parties, as set forth in this Amendment.

6.9 Captions; Use of Certain Terms. The Section titles and captions in this Amendment are for convenience only and shall not be deemed to be part of this Amendment. All pronouns and any variation or pronouns shall be deemed to refer to the masculine, feminine or neuter, as the identity of the parties may require. Whenever the terms referred to herein are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa.

6.10 Incorporation of Exhibits. All of the Exhibits referred to in and attached to this Amendment are incorporated herein by this reference.

6.11 Signature in Counterparts. This Amendment may be signed in any number of counterparts. Each counterpart shall represent an original of this Amendment, and all such counterparts shall collectively constitute one fully-executed document.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 14 as of the date first set forth above.

CAH MARINA I, LLC, A CALIFORNIA LIMITED
LIABILITY COMPANY

By: _____

Name: _____

Title: _____

THE COUNTY OF LOS ANGELES

By: _____
HILDA L. SOLIS,
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA,
Executive Officer-Clerk of the
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
Acting County Counsel

By: _____
Deputy

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

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

I certify UNDER PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public



Caring for Our Coast

♦ ♦ ♦

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

January 13, 2021

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: ITEM 8 – ONGOING ACTIVITIES REPORT

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

No items relating to Marina del Rey were on the December 2020 Board of Supervisor's agenda.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey were on the December 2020 Regional Planning Commission agenda.

CALIFORNIA COASTAL COMMISSION CALENDAR

No items relating to Marina del Rey were on the December 2020 California Coastal Commission agenda.

REDEVELOPMENT PROJECT STATUS REPORT

The updated "Marina del Rey Redevelopment Projects Report" is attached.

DESIGN CONTROL BOARD MINUTES

The October 2020 meeting minutes are attached.

MARINA DEL REY SLIP REPORT

In December 2020, the overall vacancy rate across all anchorages in Marina del Rey stood at 12.8%. Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 11.4%. The vacancy data by anchorage and slip length are provided in the document attached.

CALIFORNIA COASTAL COMMISSION SLIP REPORT

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

FISHERMAN'S VILLAGE PROGRESS REPORT

No further updates for this item.

Small Craft Harbor Commission

January 13, 2021

Item 8

Page 2 of 2

ILLEGAL BOAT CHARTER ENFORCEMENT

DBH Code Enforcement Unit continues to monitor and deter illegal charter boat activities at the public launch ramp and Chace Park docks. The US Coast Guard also has an enforcement program in Marina del Rey, and encourages reporting illegal boat charters to its office at (310) 521-3770 or SECLALB@uscg.mil. DBH did not receive any specific leads on illegal charter boats in this reporting period. For reporting illegal charter boats, please send information to "DBH Info" at info@bh.lacounty.gov.

GJ:AC:SP:yw

Attachments (9)

**Marina del Rey Redevelopment Projects Report
As of January 20, 2021**

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
9 -- Proposed Hotel on northern portion of Parcel 9U, wetland park on southern portion.	Sam Hardage	<p>* Proposed dual building hotel, 6-story, 72'-high Marriott Residence Inn, and, 5-story, 61'-high Courtyard Marriott.</p> <p>*New promenade improvements, restaurants and amenities.</p> <p>* Wetland public park project (1.46 acres).</p>	<p>Massing -- One six-story, 72' high hotel and one five-story 61' high hotel.</p> <p>Parking -- 231 parking spaces serving the hotel and wetland park.</p>	<p>Proprietary -- Option was approved by BOS on 10/6/15. Lease was executed on July 31, 2017</p> <p>Regulatory -- January 6, 2016, the BOS' approval of the hotel project was appealed to the CCC. On May 13, 2016, the CCC granted a time extension, until December 12, 2016, for the wetland park CDP. On July 11, 2016, work began on the wetland park. On April 26, 2017, the DCB approved the final design of the hotel project. Construction of the hotel began on August 11, 2017, and anticipated completion date is January 2021.</p>
10/14 (FF) -- Neptune Marina/ Legacy Partners	Tim O'Brien	<p>* Demolish existing facilities and build 526 apartments.</p> <p>* 161-slip marina + 7 end-ties.</p> <p>* 28 foot-wide waterfront promenade.</p>	<p>Massing -- Four 55' tall clustered 4-story residential buildings over Parking with view corridor.</p> <p>Parking -- 1,012 project required parking spaces to be provided (103 public Parking spaces to be replaced off site)</p> <p>* Replacement of public parking both on and off site.</p>	<p>Proprietary -- December 1, 2015, the BOS agreed to extend the term of the option for up to one year. Lessee submitted Lease Assignments and Assignments of Options to extend existing lease for Parcel 10 and the lease for Parcel 14. The SCHC endorsed the assignments on September 21, 2016 and the BOS approved on October 4, 2016. Parcel 10 and 14 Lease as executed on 12/9/16.</p> <p>Regulatory -- On January 21, 2015, the final project design was approved by the Design Control Board. On December 12, 2016, work began on the project. Project completion is expected in early 2021.</p>

**Marina del Rey Redevelopment Projects Report
As of January 20, 2021**

Parcel No. Project Name	Representative	Redevelopment Proposed	Massing and Parking	Status
44 - Pier 44/Pacific Marina Venture	Michael Pashaie/ David Taban	<ul style="list-style-type: none"> * Build 5 new visitor serving commercial and dry storage buildings * 82,652 s.f. visitor serving commercial space * 141 slips + 5 end ties and 57 dry storage spaces 	<p>Massing -- Four new visitor-serving commercial buildings, maximum 36' tall and one dry stack storage building, 65' tall. 771.5 lineal feet view corridor proposed.</p> <p>Parking -- 381 at grade Parking spaces will be provided with shared Parking agreement (402 Parking spaces are required).</p>	<p>Proprietary -- The lessee initialed a revised Term Sheet on July 9, 2015. On January 13, 2016, SCHC endorsed DBH's recommendation to grant lessee an option to extend the lease term for 39 years. The Grant of Option was approved by the BOS in October 2016. Amended and restated lease was executed on August 24, 2017. Construction began on September 11, 2017. Trader Joe's opened on 4/18/19. Project completion is expected in late 2020.</p> <p>Regulatory -- February 9, 2016, the BOS approved the project, which was appealed to the CCC. CCC denied the appeal on June 9, 2016.</p> <p>Regulatory Matter: Shared Parking Agreement.</p>
113 -- Mariner's Village	Michael Sondermann	<ul style="list-style-type: none"> * Renovation of 981 apartments * Improvements to promenade * 	<p>Massing -- Existing buildings to remain.</p> <p>Parking -- Existing parking to remain.</p>	<p>Proprietary -- Item opened on 9/23/2013. On October 30, 2018, the Los Angeles County Board of Supervisors approved an option for an amended at restated lease. The revised project will include 20% affordable units.</p> <p>Regulatory -- The Regional Planning Commission approved an after-the-fact Coastal Development Permit (CDP) for the previous removal of waterbird nests. The appeal of that CDP is expected to be heard by the Coastal Commission in early 2021.</p>
15 -- AMLI Residential	Jason Armison	<ul style="list-style-type: none"> * Demolish existing facilities and build 585 apartments * New 8,000 s.f. commercial space * New 241 boat slip marina * New 1,271-Parking space garage 	<p>Massing -- Six buildings up to 5 stories and 70' high</p> <p>Parking -- All Parking to be provided on site within new 1,271-space Parking garage</p>	<p>Proprietary -- The lease was executed on 1/30/14. Construction commenced on August 4, 2014.</p> <p>Regulatory -- June 30, 2014, demolition of the site commenced. August 2014 --Construction of project is underway. Project completion is expected in late 2020.</p>

DESIGN CONTROL BOARD MINUTES

October 21, 2020

Members Present: Meg Rushing Coffee, Member (First District); Steven Cho, Chair (Fourth District); Tony Wong, P.E., Vice Chair (Fifth District)

Members Absent: None

Department Staff Present: Amy Caves, Deputy Director; Michael Tripp, Planning Division Chief; Maral Tashjian, Planning Specialist; Porsche White, Planner; Tor-Ree Jones-Freeman, Secretary

County Staff Present: Joseph Abdelkerim, County Counsel; Clark Taylor, Regional Planner

Guests Testifying: Aaron Clark, Armbruster Goldsmith & Delvac LLP; Daniel Taban, Pacific Ocean Management; Joseph Tran, RDC; and Mario Savvides, The Hive MDR, LLC

1. Call to Order and Pledge of Allegiance

Chair Cho called the meeting to order at 1:30 p.m. and led the Pledge of Allegiance.

2. Approval of the September 16, 2020 Minutes

Moved by Ms. Coffee, seconded by Vice Chair Wong. The September 16, 2020 minutes were approved.

Ayes: 3 – Ms. Coffee, Vice Chair Wong, Chair Cho
Nays: 0

3. Consent Agenda

None

4. Old Business

A. Parcel 97 – Pacific Ocean Management, LLC / Marina Beach Shopping Center – DCB #18-017-B – Consideration of modifications to site design and new art program.

Porsche White presented the staff report.

Public Comment

None

Board Comment

Chair Cho asked Ms. Tashjian if there were any applicants present for this project.

Ms. Tashjian responded that there were three applicants present for this item. Aaron Clark, Daniel Taban, and Joseph Tran were asked to address the Board.

Mr. Clark asked Mr. Tran to respond to staff's concern about the reduction in landscaping.

Mr. Tran stated that the goal of the proposed project was to keep the design intent and create a great pedestrian experience. He then stated that the green walls around the Wells Fargo building could not be installed near the ATMs because the tenant requested that no water features be installed in this area. Seating was removed in the area next to Café Buna between Buildings 5 and 6 since there is a service entrance in this area. The trellis design proposed above the parking lot shared between Buildings 6 and 7 was removed due to a sewer easement. However, the goal was to keep the landscaping as is. In areas where landscaping was removed, there were pragmatic issues preventing the installation. In these areas, the project team proposed to install potted plants with tall plantings in an effort to cover the walls.

Mr. Taban added that the architecture, landscaping, and artwork would be tremendous enhancements to the shopping center. In addition, as the design evolved over the past two years, their team had learned what was practical and feasible for the shopping center renovation.

Ms. Coffee inquired about the County's parking lot requirements for planting. She indicated that there's usually a minimum number of trees required per space and that some of those requirements might be triggered due to the scope of this project.

Mr. Tripp asked Mr. Taylor to address Ms. Coffee's question. Mr. Taylor asked for a few minutes to provide a response.

Ms. Coffee provided a comment regarding the seating in one of the courtyards. In the previously approved design there were large tables with individual stools, but the new design contained picnic tables with benches. Given the current situation with physical distancing, it seemed like the previously approved design was a better seating design.

Mr. Tran stated that the team could look into installing signage to encourage social distancing at the seating areas. He also mentioned that the original intent was to stack the benches and use the same bench across the site, but the team could revisit the design to see if there was another specification they could use from the same catalog of products.

Ms. Coffee expressed her concern with long benches and homelessness.

Mr. Taban indicated that part of the concern with the prior design was that it would become occupied by homeless people after hours.

Ms. Coffee stated that it would be difficult to lay down on individual stools, however, one could make a bed out of long benches.

Mr. Taban argued that the table as presented in the original design would act as a tent for a homeless individual, while the new benches could be moved under the table and locked in together.

Mr. Tran added that based on research conducted by the project team, they found counter measures that are offered by the manufacturer to keep people from lying down on the tables. He indicated that these measures could be minimal and the project team could provide a specification that addresses Ms. Coffee's concern.

Mr. Taban stated that at the Board's request, the project team could eliminate the long dining tables and benches, and replace them with individual tables and chairs. Mr. Taban also mentioned that he felt that changing the seating layout would eliminate opportunities for families larger than three or four to sit together and enjoy a meal.

Ms. Coffee indicated that her comment on the seating was a suggestion and would not determine whether the project would be approved or not.

Chair Cho responded by asking staff if site furniture that was not permanently affixed, was within the DCB's purview.

Mr. Tripp indicated that it was within the purview of the DCB.

Ms. Coffee mentioned that in the previously approved design, living walls were noted as artificial. She then asked if any of the currently proposed living walls were artificial.

Ms. White responded that they were all real plants.

Ms. Coffee asked if there would be a submittal of maintenance plans associated with the living walls. In her experience, living walls were often not maintained and resulted in a wall of dead plants.

Mr. Tran responded that the project team would work with property management to ensure that maintenance would occur throughout the year.

Chair Cho asked if the living wall proposed between Buildings 1 and 2 would survive, given the area would be in the shade most of the day.

Mr. Tran indicated that the landscape team specified a plant for the area that could grow with minimal sunlight.

Mr. Taylor followed up on Ms. Coffee's earlier question regarding the County parking lot requirements for plantings. He stated that there are no per parking space tree requirements. The only landscaping requirements were buffer areas along property boundaries.

Mr. Clark noted that the parking lot was restrained due to the narrow width of the site.

Chair Cho inquired about the current requirements for bicycle parking.

Mr. Taylor indicated that bicycle parking would be required in a conditional use permit but not for a renovation project. He also stated that bicycle parking was typically provided as a replacement for vehicle parking and as a tool to reduce vehicle parking requirements. There is nothing in the standards that require a specific amount of bicycle parking spaces.

Mr. Taban responded that the project would have bike parking on site.

Mr. Tran stated that there were existing bike racks between Buildings 1 and 2, 2 and 3, and near the Wells Fargo building.

Ms. Coffee had a technical issue that resulted in her temporarily leaving the online meeting. Ms. Tashjian noted that there was no quorum in her absence and advised the remaining Board to wait a few moments to allow Ms. Coffee to rejoin the meeting.

Ms. Tashjian noted that there were no public speakers for the item.

Chair Cho expressed that the project was great and commended the project team.

Mr. Taban noted that this was a collaborative effort with Ms. Tashjian and Ms. White.

Vice Chair Wong posed a question to the applicant regarding whether the project team would return to the Board with a revised landscaping plan per condition 4.

Mr. Clark expressed that the applicant would like to have the project approved without returning to the Board, as the project team respectfully disagreed with staff regarding the need to provide additional landscaping.

Mr. Tran explained why certain green walls were removed from the project scope. Furthermore, he noted that the project team's position was that given the totality of the project and the greenery provided, the project should be permitted to move forward.

Vice Chair Wong asked for specifics regarding the landscaping proposed for the project.

Mr. Tran noted that the pedestrian arcades and community spaces would have a variety of potted planters, plantings, and succulents. Taller plantings would be placed near the walls to provide wall coverage.

Mr. Taban added that while there were some modifications to the original submission, in total there would be a tremendous amount of landscaping added in different forms, in addition to the artwork that would be located along the facades of the buildings, alleys, and courtyards.

Ms. White stated that the areas of concern for staff were areas where landscape walls on the ground level were removed.

Vice Chair Wong asked whether the green walls opposite of the potted plants were part of the improvement.

Ms. White answered affirmatively.

Vice Chair Wong asked what a revised landscaping plan would show other than what was currently shown.

Mr. Tran responded that the landscaping plan would show locations of potted plants, site furnishings, all the living walls that would be installed around the site, as well as all the existing landscaping which would be saved.

Vice Chair Wong asked that the applicant submit these details.

Mr. Tran responds that these details were part of the submitted package.

Mr. Clark noted that there were three specific areas where green walls were removed because of structural concerns. He also noted that the project team believed that the proposed landscaping was sufficient with the addition of potted plants in those locations and the totality of the other landscaping improvements throughout the site.

Chair Cho indicated that it was important not to get caught up in the baseline that was set in the previous approval and that the Board could approve a project with less landscaping. He also stated that the living walls that were removed from the scope were not a significant change and that he would support removing condition 4 from the motion.

Ms. White responded that it was ultimately at the Board's discretion to approve the proposed project, and that it was staff's responsibility to point out the differences from what was previously approved.

Ms. Coffee rejoined the meeting and had no further questions.

Vice Chair Wong moved to approve the project with the changes discussed regarding the tables and seating between Buildings 4 and 5, and to approve the proposed landscaping as-is, excluding condition 4.

Ms. Coffee stated that the condition should remain.

Chair Cho seconded the motion.

**Ayes: 2 – Vice Chair Wong, Chair Cho
Nays: 1 – Ms. Coffee**

Chair Cho asked staff if the motion could pass with one dissenting vote.

Ms. Caves indicated that the motion had to be unanimous since the DCB was a five member body and a minimum of three votes were needed to pass a motion.

Chair Cho asked for another motion.

Ms. Coffee motioned to move Vice Chair Wong's motion, with the inclusion of condition 4.

Chair Cho seconded.

**Ayes: 3 – Ms. Coffee, Chair Cho, Vice Chair Wong
Nays: 0**

5. New Business

A. Parcel 15 – AMLI Residential / The Hive MDR, LLC – DCB # 20-006 – Consideration of new signage.

Porsche White presented the staff report.

Public Comment

None

Board Comment

Chair Cho asked if there were any applicants present for this project.

Ms. Tashjian responded that there was one applicant present for this item and asked Mario Savvides to address the Board.

Mr. Savvides introduced himself and expressed his concerns regarding the size of permitted tenant signage at AMLI Residential compared to other competitors in the area. He also expressed his desire for a larger business sign to have a successful business in the Marina.

Ms. Coffee said that she understood Mr. Savvides' wishes for his business to be visible. She asked if the applicant could attach the logo to their awning sign.

Mr. Savvides indicated that this wasn't possible since the awning sign was restricted to one foot in height. He added that he would also like to install a monument sign along the street, similar to The Chart House. If he was allowed to install a monument sign, he would be willing to forego the storefront signage.

Ms. Coffee asked if Mr. Savvides would install the logo on the property's monument sign.

Mr. Savvides said the sign would be too small and people would not be able to see the logo.

Chair Cho asked the applicant what type of business he had.

Mr. Savvides indicated that it is was a superfoods, organic take-out café.

Ms. Coffee asked how many establishments were located within the development.

Mr. Savvides responded that there was one other business, Orange Theory.

Ms. White indicated that there was about 8,000 sq. ft. of commercial space.

Ms. Coffee asked if all spaces would look similar to the elevations shown.

Ms. White responded that they would.

Mr. Savvides indicated that approximately half of the retail space would be waterfront.

Ms. Coffee expressed concern that if the Board approved a modification to the sign program, then more tenants would request signage that may appear inconsistent and tacky.

Mr. Savvides said that his business was the only business facing the street.

Ms. Coffee responded that everyone who faced the Marina would also want additional signs as well.

Chair Cho responded that it was within the Board's discretion to approve the sign request, and if other businesses requested additional signs then the Board had authority to deny them.

Ms. Coffee inquired why a master sign program and site guidelines was approved if the Board did not intend to follow them.

Chair Cho responded that it was ultimately within the Board's discretion and if it made sense to follow them, it made sense to follow them.

Ms. Coffee motioned to approve per staff's recommendation, seconded by Vice Chair Wong.

**Ayes: 3 – Ms. Coffee, Vice Chair Wong, and Chair Cho
Nays: 0**

6. Staff Reports

All reports were received and filed.

Moved by Vice Chair Wong, seconded by Ms. Coffee.

**Ayes: 3 – Vice Chair Wong, Ms. Coffee, Chair Cho
Nays: 0**

7. Public Comment

None

8. Adjournment

Chair Cho adjourned the meeting at 2:57 p.m.

Respectfully Submitted,

Tor-Ree Jones-Freeman
Secretary for the Design Control Board

Marina del Rey Slip Vacancy Report

Dec-20	17-25			26-30			31-35			36-40			41-45			46-50			51+			TOTAL VACANT	TOTAL AVAILABLE	%VAC	TTL OFF-LINE	TTL including OFF-LINE
Marina	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC	VAC	AVAIL	%VAC					
P1																			1	5	20.0%	1	5	20.0%		
P7	1	8	12.5%	4	80	5.0%	3	44	6.8%	1	42	2.4%		12	0.0%		7	0.0%	1	21	4.8%	10	214	4.7%		
P8		15	0.0%	2	48	4.2%	8	82	9.8%	4	38	10.5%		16	0.0%		7	0.0%		1	0.0%	14	207	6.8%		
P10	6	8	75%	60	85	71%	20	44	45%	6	22	27%										92	159	57.9%		
P12							3	30	10.0%	5	53	9.4%	8	58	13.8%	5	44	11.4%	2	31	6.5%	23	216	10.6%		
P13					3	0.0%	1	33	3.0%	2	70	2.9%	4	36	11.1%	1	36	2.8%	1	8	12.5%	9	186	4.8%		
P15	42	113	37.2%	8	40	20.0%	17	59	28.8%		11	0.0%										67	223	30.0%		
P18	14	198	7.1%	3	68	4.4%		41	0.0%		39	0.0%		26	0.0%		18	0.0%		34	0.0%	17	424	4.0%		
P20	6	42	14.3%	2	59	3.4%	1	21	4.8%		9	0.0%		8	0.0%							9	139	6.5%		
P21	31	121	25.6%	2	51	3.9%					10	0.0%										33	182	18.1%		
P28	2	9	22.2%	54	121	44.6%	2	54	3.7%	5	22	22.7%	29	68	42.6%	11	24			1	0.0%	103	299	34.4%		
P30	1	8	12.5%	6	70	8.6%	6	51	11.8%	1	33	3.0%		26	0.0%		52	0.0%		55	0.0%	14	295	4.7%		
P41	5	90	5.6%		24	0.0%	2	34	5.9%													7	148	4.7%		
P43					5	0.0%	2	63	3.2%	8	48	16.7%	22	70	31.4%	7	37	18.9%		36	0.0%	39	259	15.1%		
P44																									232	
A47	7	96	7.3%		77	0.0%	2	28	7.1%		28	0.0%		10	0.0%		1	0.0%		3		9	243	3.7%		
P53		23	0.0%	1	28	3.6%	7	35	20.0%	2	21	9.5%										10	107	9.3%		
P54					2	0.0%				3	26	11.5%	1	6	16.7%		7	0.0%	1	14	7.1%	5	55	9.1%		
P111		20	0.0%	1	27	3.7%	1	2	50.0%		15	0.0%					8	0.0%	3	39	7.7%	5	111	4.5%		
P112	3	100	3.0%					11	0.0%		24	0.0%							1	40	2.5%	4	175	2.3%		
P125I	4	24	16.7%	8	49	16.3%	8	93	8.6%	5	50	10.0%	1	27	3.7%	1	17	5.9%	2	18	11.1%	29	278	10.4%		
P132	6	29	20.7%		3	0.0%	16	67	23.9%	8	58	13.8%	7	46	15.2%		40	0.0%		20	0.0%	37	263	14.1%		
Total	128	904	14.2%	151	840	18.0%	99	792	12.5%	50	619	8.1%	72	409	17.6%	25	298	8.4%	12	326	3.7%	537	4188	12.8%	232	4420

Summation

Vacancy in 17'-25'	14.2%
Vacancy in 26'-30'	18.0%
Vacancy in 31'-35'	12.5%
Vacancy in 36'-40'	8.1%
Vacancy in 41'-45'	17.6%
Vacancy in 46' to 50'	8.4%
Vacancy in 51' and over	3.7%

Overall Vacancy 12.8%

Vacancy w/o DOUBLES, OUT OF SERVICE slips 11.4%

Note:
Parcel 44 dock reconstruction commencement December 2017. Estimated completion date: December 2020

Dec-20

	Under Construction	Net Available	TOTAL MdR	% of TOTAL	CDP MIN THRESHOLD
25' & Less					
Number of Slips	145	904	4188	22%	16%

26'-30'					
Number of Slips	28	840	4188	20%	19%

30'-35'					
Number of Slips	86	1475	4188	35%	18%

