



Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

SMALL CRAFT HARBOR COMMISSION MEETING **Wednesday, February 10, 2021**

10:00 A.M.

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 Meeting of January 13, 2021



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 133 and 134, respectively, Five Years Lease Term 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
VIRTUAL MEETING
January 13, 2021

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

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 Montgomery called the virtual meeting to order at 10:00 a.m., followed by the Pledge of Allegiance led by Sergeant Carlson. Chair Montgomery read the virtual meeting procedures.

Item 2 - Approval of Minutes

Motion to approve December 17, 2020 Special Meeting Minutes by Vice Chair Lumian, seconded by Mr. Salazar. Mr. Rifkin abstained due to his absence from the meeting.

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

Item 3 – Communication from the Public

Pam Gore provided a brief update on the formation of the Charter Boat Operators of Marina del Rey California Association and mentioned that the bylaws were approved. She requested that an ongoing legal charters item be placed on the agenda and spoke in favor of scattering ashes at sea.

Captain Alex Balian spoke about issues with docking for yacht charters and Pier 44's docks available for sailing schools only.

Vice Chair Lumian pointed out that there is an illegal charter enforcement item under agenda number eight.

Item 4 – Communication with the Commissioners

Mr. Salazar disclosed his communication from DBH staff.

Vice Chair Lumian disclosed his attendance at the Convention and Visitors Bureau and communication with Chris Robertson, Greg Schem, Elliot Zimmerman, Amy Deft, and Janet Zaldua.

Chair Montgomery disclosed his communication from DBH staff, Caruso Company, Captain Alex Balian, and Janet Zaldua.

Item 5a – Marina Sheriff

Sergeant Carlson reported on the Crime Stats report and noted the comparisons between 2019 and 2020.

Item 5b – MdR and Beach Special Events

Carol Baker reported that the programing is limited due to COVID-19; however, drawing and painting classes on Zoom are ongoing. She noted that the Farmer's Market has had their best year ever and the youth sailing program is also ongoing. Lastly, she stated that they are currently working on safe and compliant programing.

Vice Chair Lumian inquired about the attendance at the Farmer's Market.

Carol Baker replied that approximately 1,100 to 1,200 patrons have been attending the Farmer's Market each weekend.

Item 5c – Marina Boating Section Report

Michael Blenk reported that Anchorage 47 has two 38-feet, two 34-feet, one 27-feet, five 24-feet, and three 22-feet vacant slips. Parcel 77 power boat storage is completely full, and Mast-Up storage has 43 spaces available.

Vice Chair Lumian inquired about Parcel 77 power boat storage status, specifically the number of power boats and sail boats.

Michael Blenk replied that it is predominantly sail boat storage, power boats are remaining on the waitlist.

Item 5d – Marina del Rey Maintenance Report

Jose Bedolla stated that there are no items to report at this meeting.

Item 7a – Parcel 41 (Catalina Yacht Anchorage) Proposed Lease Assignment and Five-Year Lease Extension

Kristal Ghil presented the staff report.

Elliot Zimmerman spoke about his tenancy at Parcel 41 and expressed his concern about the County's view on mixing recreational versus commercial use of slips. He also spoke of the displacement of his business and lack of parking.

Greg Schem noted the rarity of a marine commercial parcel with an anchorage becoming available in Marina del Rey. He further explained that the boating industry has shifted on how people access boating. He added that it has become more collaborative boating uses such as boat clubs, multiple owner vessels, rentals, and charters which are not being addressed. He stated that he would like this issue addressed in Marina del Rey.

Elliot Zimmerman pointed out that Parcel 41 is in a marine commercial zone which is not retail or visitor serving, they specialize to serve boaters. He stated that the marine commercial community needs access to commercial slips.

Bryce Ross, with Caruso, explained that they don't have any immediate plans. He further stated that they are familiarizing themselves with the community and interested in public input to meet the community's needs.

Vice Chair Lumian inquired if Caruso has any other properties with anchorages.

Bryce Ross responded that they don't, however, Rick Caruso has experience with boats and marinas. He added that there are experts on the team and staff from Catalina to ensure a smooth transition.

Vice Chair Lumian inquired if they intend to change the zoning designation on Parcel 41.

Bryce Ross replied that their goal is to have public input to learn their desires before making any plans.

Mr. Salazar stated that he looks forward to community serving design with plenty of boating slips.

Chair Montgomery requested staff to explain the purpose of the five-year lease extension.

Steve Penn explained that the five-year extension allows both parties to plan ahead.

Chair Montgomery inquired if a five-year extension has been done before.

Steve Penn replied that it has been done before with Parcel 61 (Whiskey Reds), and Parcel 22 (Cheese Cake Factory).

Vice Chair Lumian expressed concern for Parcel 41 and hopes it remains marine commercial. He also expressed concern about Caruso's lack of expertise regarding Parcel 41. He asked if the item can be delayed to allow him to meet with Caruso's staff to learn the specifics.

Chair Montgomery asked staff about the urgency of the item.

Steve Penn explained that the urgency is with the timely preparation for an expiring ground lease for County's interest. County needs to start planning for future development of the leasehold by engaging with a qualified developer. He stated that staff would like to request the Commission's endorsement today.

Chair Montgomery asked that Bryce Ross address concerns about the elimination of marine commercial zoning and their lack of expertise.

Bryce Ross explained that Caruso is committed to excellence in all that they do. He stated that experts and a transition team from the Catalina Yacht Anchorage will be part of the team. He added that they are committed to the property's long term use of the marina and anchorage.

Mr. Rifkin asked staff if they can add a set amount of public input meetings to be a requirement as a condition of their endorsement.

Steve Penn explained that the commission can add the suggestion and staff will present it to the Board of Supervisors. He added that this endorsement is only the beginning. The project will be presented before the commission through its long process, allowing the opportunity for the commission to give suggestions and recommendations.

Bryce Ross assured Mr. Rifkin that they are committed to community outreach.

Amy Caves stated that its already a part of the negotiating lease amendment with Caruso which is in the process of being finalized. She explained that there will be continuous input throughout the process which includes community outreach and engagement.

Mr. Salazar explained that the extension is to allow the County to move forward on planning redevelopment of the leasehold.

Mr. Rifkin accepted Caruso's community outreach commitments and withdrew his suggestions.

Motion to approve Parcel 41 (Catalina Yacht Anchorage) Proposed Lease Assignment and Five-Year Lease Extension by Vice Chair Lumian, seconded by Mr. Rifkin, unanimously approved.

Ayes: 4 – Chair Montgomery, Vice Chair Lumian, Mr. Rifkin, and Mr. Salazar

Item 8 – Staff Reports

Steve Penn presented the staff report.

Chair Montgomery inquired about the ash scattering at sea.

Steve Penn replied that the matter was posed to the Department of Public Health and they replied that it is not currently allowed due to the rising cases of COVID-19 and ICU capacity is at 0%. He stated that staff will remain in contact with DPH in relation to this subject.

Gary Jones gave an update on the letter from the commission regarding the recreational boating rentals. Public Health Services is reviewing the issue. He explained that they have no current plans to change the health order but have instructed the rental companies to contact their guidance office for further clarification.

Pam Gore requested that legal charters or commercial boating operation items be added to the agenda.

Kathe Bass introduced herself as the vice commodore of Santa Monica Windjammers Yacht Club and inquired about the health order and how it pertains to sailing and the club.

Steve Penn stated that staff will reach out to her because the answers are different for each specific activity.

Mr. Salazar requested the contact person at Public Health Services and suggested a legal charters presentation.

Chair Montgomery agreed on the legal charters presentation especially during the pandemic.

Steve Penn stated that legal charters will be included in the annual evening event. The event will be schedule based on the commissioners' availability.

Vice Chair Lumian expressed concern regarding Fisherman's Village and also suggested a legal charters presentation. He inquired about the advertisement of the March annual evening meeting.

Steve Penn replied that the same advertisement campaign from the previous meetings will be used.

Mr. Rifkin requested that staff provide a chart or map of the Marina during the meetings so that the public can identify the location of the items being considered.

Steve Penn stated that staff will send the commissioners the latest version of the Marina's leasehold map and use the chat box feature for the public to access the map.

Mr. Montgomery inquired about Pier 44 as it related to Captain Alex Balian's question.

Steve Penn replied that he believes the design has guest docks but that should not exclude anyone. He stated that staff will look into it and reach out to Captain Alex Balian and report back on the results.

Gary Jones suggested that the commission receive updates on docks adjacent to the new Marriott Hotel and Wetland Park because they have a component of those docks that will facilitate some limited charter use. He explained that DBH is currently in negotiations with the hotel operator.

Chair Montgomery asked if the items would return before the commission.

Gary replied affirmatively.

Adjournment

Chair Montgomery adjourned the meeting at 11:20 a.m.



LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES JANUARY 2021



	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									1		1
Rape											0
Robbery: Weapon	1										1
Robbery: Strong-Arm									1		1
Aggravated Assault	1			1			2	1	1		6
Burglary: Residence	1		2				1		1		5
Burglary: Other Structure	1							2		2	5
Grand Theft	7			2	1		3	4	5		22
Grand Theft Auto	7						2	2	4		15
Arson											0
Boat Theft											0
Vehicle Burglary	7	1					4	3	1	5	21
Boat Burglary											0
Petty Theft	8	2	3		2		1	9	4	1	30
REPORTING DISTRICTS TOTALS	33	3	5	3	3	0	13	21	18	8	107

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

Source- LARCIS, **Date Prepared** February 03, 2021
CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 2 CRIMES – JANUARY 2021



Community Advisory Committee	Upper Ladera 2764	Lower Ladera 2766
Homicide		
Rape		
Robbery: Weapon		
Robbery: Strong-Arm		
Aggravated Assault		2
Burglary: Residence		1
Burglary: Other Structure		
Grand Theft	1	3
Grand Theft Auto		2
Arson		
Boat Theft		
Vehicle Burglary		4
Boat Burglary		
Petty Theft	2	1
Total	3	13

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

Source- LARCIS, **Date Prepared** February 3, 2021

CRIME INFORMATION REPORT - OPTION 5A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART 3 CRIMES- JANUARY 2021



	MARINA AREA (RD'S 2760- 2763)	EAST END (RD'S 2764- 2768)
Part I Crimes		
Homicide		1
Rape		
Robbery: Weapon	1	
Robbery: Strong-Arm		1
Aggravated Assault	2	4
Burglary: Residence	3	2
Burglary: Other Structure	1	4
Grand Theft	9	13
Grand Theft Auto	7	8
Arson		
Boat Theft		
Vehicle Burglary	8	13
Boat Burglary		
Petty Theft	13	17
Total	44	63

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

Source- LARCIS, **Date Prepared – February 3, 2021**
CRIME INFORMATION REPORT - OPTION 5A



Caring for Our Coast

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Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

February 10, 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

BURTON CHACE PARK ZUMBA

Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
Wednesdays and Thursdays
4:30 p.m. – 5:30 p.m.

Ditch your boring workout and join the Department's FREE outdoor Zumba class at Burton Chace Park! Class size is limited to 15 people, and 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 (310) 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
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.

February:

February 8 – 12
February 15 – 19
February 22 – 26

March:

March 1 – 5
March 8 – 12
March 15 – 19
March 22 – 26

April:

April 12 – 16
April 19 – 23
April 26 – 30

May:

May 3 – 7

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May 10 – 14
May 17– 21
May 24 – 28

June:

May 31 – June 4
June 7 – June 11

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

MARINA DRIVE-IN

Parking Lot #2 ♦ 13477 Fiji Way, Marina del Rey
Movie start time: 6:30 p.m.

The Department presents the new Marina Drive-In at Parking Lot #2 Public Boat Launch during select dates in February! Enjoy old-school entertainment in the comfort and safety of your own car with members of your household to watch movies on the big screen by the sea in Marina del Rey. Local restaurants are open for outdoor dining, so come early and have dinner with a waterfront view or place a takeout order and bring your food to Marina Drive-In. Movie snacks are available for purchase online and at the drive-in.

Tickets are available online only at MDRmovies.com for \$20 per vehicle. Service fees will apply. No buses or RVs.

Movie Lineup:

February 12 th	<i>The Princess Bride</i>
February 13 th	<i>Bohemian Rhapsody</i>
February 14 th	<i>The Notebook</i>
February 19 th	<i>Up</i>
February 20 th	<i>Charlie and the Chocolate Factory</i>
February 26 th	<i>Bill and Ted Face the Music</i>
February 27 th	<i>Black Panther</i>

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For more information: Visit visitmarinadelrey.com or call (424) 526-7000

GJ:CB:da



February 10, 2021

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: **ITEM 7A – APPROVAL OF: AMENDMENT NO. 8 TO LEASE AGREEMENT NO. 12450 THE WAREHOUSE RESTAURANT (PARCEL 133S AT 4499 ADMIRALTY WAY) AND APPROVAL OF AMENDMENT NO. 3 TO LEASE AGREEMENT NO. 25740 FIRST BANK BUILDING (PARCEL 134R AT 4519 ADMIRALTY WAY)**

Item 7A on your agenda relates to the proposed Amendment No. 8 to Marina del Rey Lease No. 12450 for Parcel 133S and Amendment No. 3 to Marina del Rey Lease No. 25740 for Parcel 134R; each amendment will extend the term of its respective Lease for five years.

The recommended actions 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 proposed amendments to extend each lease term. Your Commission's endorsement of the recommendation that the Board approve the amendments is requested.

GJ:AC:SP:SVG:pbp

Attachment





Caring for Our Coast

♦ ♦ ♦

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

February 23, 2021

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. 8 TO LEASE AGREEMENT NO. 12450
THE WAREHOUSE RESTAURANT
(PARCEL 133S AT 4499 ADMIRALTY WAY);
APPROVAL OF AMENDMENT NO. 3 TO LEASE AGREEMENT NO. 25740
FIRST BANK BUILDING
(PARCEL 134R AT 4519 ADMIRALTY WAY)
MARINA DEL REY
(FOURTH DISTRICT) (4 VOTES)**

SUBJECT

This Board letter requests approval of proposed Amendment No. 8 to Marina del Rey Lease No. 12450 for Parcel 133S and Amendment No. 3 to Marina del Rey Lease No. 25740 for Parcel 134R; each amendment will extend the term of its respective Lease for five years.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Lease Amendment No. 8 to Lease No. 12450 and Amendment No. 3 to Lease No. 25740 are categorically exempt under the California Environmental Quality Act pursuant to class 1(r) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and authorize the Chair of the Board to sign the attached Amendment No. 8 to Lease No. 12450, pertaining to the extension of the term of Lease Agreement No. 12450 an additional five years, ending July 31, 2027.
3. Approve and authorize the Chair of the Board to sign the attached Amendment No. 3 to Lease No. 25740, pertaining to the extension of the term of Lease Agreement No. 25740 an additional five years, ending July 31, 2027.



PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CAH Marina I, LLC, a California Limited Liability Company (Lessee) requested that the term of both Lease Agreement No. 12450 and Lease Agreement No. 25740 each be extended five years to allow time to develop a proposal that comprehensively outlines improvement of and investment in Parcel 133S and Parcel 134R. The current Lease Agreements for Parcels 133S and 134R are both set to expire on July 31, 2022. The proposed Amendment No. 8 to Lease Agreement No. 12450 and Amendment No. 3 to Lease No. 25740 would extend each term by five years to July 31, 2027. This will allow the Lessee time to explore options for a long-term proposal for the parcels.

Implementation of Strategic Plan Goals

The recommended actions 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 actions will have no direct fiscal impact on the County, as the interim extension does not trigger any contractual obligation for the Lessee to pay a fee to the County. The proposed amendments do provide that in the event that the Lessee makes a proposal for a long-term lease extension, the fee for such extension will include the five-year period of the proposed short-term extensions.

Upon your Board's approval of the proposed amendments of the Lease Agreements, the Department of Beaches and Harbors does not anticipate any impact on the operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The existing Lease Agreements for Parcels 133S and 134R both commenced on August 1, 1962, and will expire July 31, 2022. The current improvements include a restaurant (The Warehouse) on Parcel 133S and an office building (First Bank Building) on Parcel 134R. Parcels 133S and 134R are contiguous and have frontage on Admiralty Way and are located west of the Lloyd W. Taber Marina del Rey Library along Admiralty Way.

Amendment No. 8 to Lease No. 12450 and Amendment No. 3 to Lease No. 25740 have been approved as to form by County Counsel. At its meeting on [REDACTED], the Small Craft Harbor Commission [REDACTED] the Director's recommendation that your Board approve and execute the Amendments.

Leasing of County-owned property in Marina del Rey is authorized by Government Code Sections 25536 and 25907.

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment No. 8 to Lease No. 12450 and Amendment No. 3 to Lease No. 25740 are categorically exempt under the provisions of the California Environmental Quality Act (CEQA) 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), as the proposed actions involve negligible or no expansion of existing or former use and will not have a significant effect on the environment. In addition, the proposed amendments will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that such actions may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects from your Board's approval of Amendment No. 8 to Lease No. 12450 and Amendment No. 3 to Lease No. 25740.

CONCLUSION

Please instruct the Chair of the Board to sign all three originals of both Amendment No. 8 to Lease No. 12450 and Amendment No. 3 to Lease No. 25740 and have the Executive Officer of the Board send two executed copies of each, as well as a copy of the adopted Board letter, to the Department of Beaches and Harbors. Should you have any questions, please contact Phyllis Bordenave-Priestley at (424) 526-7739 or PBordenave-Priestley@bh.lacounty.gov.

Respectfully submitted,

GARY JONES
Director
GJ:AC:SP:SVG:pbp

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

**AMENDMENT NO. 8 TO LEASE AGREEMENT
PARCEL 133S – MARINA DEL REY
(LEASE NO. 12450)**

THIS AMENDMENT TO LEASE ("**Amendment No. 8**" 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. 12450, dated August 8, 1967, 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 133S, which leasehold premises (the "**Premises**") are more particularly described in Exhibit "A" attached to and incorporated in said lease, as amended (the lease and all amendments are collectively referred to as the "**Lease**").

WHEREAS, County and Lessee desire to enter into this Amendment No. 8 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. **Extension of Term.** Pursuant to Section 2 of the Lease, the Term is set to expire on July 31, 2022. County and Lessee hereby agree to extend the Term by an additional five (5) years (the "Interim Extension"), so that the Term will now expire on July 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). County and Lessee further agree that should the parties subsequently agree to an additional extension of the Lease, to begin after July 31, 2027 ("Long-term Extension"), County may assess administrative costs and an extension fee based upon the granting of the Interim Extension and any Long-term Extension. Notwithstanding the

foregoing, nothing in this Section 3 and/or this Amendment shall be construed to obligate the County to further extend the Lease.

3. **Long Term Proposal.** During the term of the lease extension, County requests that Lessee explore options for a long term proposal for the Premises. Accordingly, Lessee agrees to use commercially reasonable efforts to conduct an outreach process to engage and collect input from the community, boating community, civic leaders, and other stakeholders to assist Lessee in the formulation of, and determination of feasibility for, a long term proposal for the Premises. Lessee hereby also agrees to use commercially reasonable efforts to develop a proposal that comprehensively outlines improvement of and investment in the Premises, which efforts shall include without limitation, demonstration that a good faith effort has been made to pursue a long term proposal that is mutually acceptable to Lessee and County. Lessee will provide to County quarterly status updates describing the status of such efforts. Upon receipt of each of Lessee's quarterly status updates, Lessee agrees to meet and confer with the County so that the County will have an opportunity to provide input and recommendations. Furthermore, as reasonably necessary to evaluate the feasibility of Lessee's proposal, County shall also have the right to retain its own consultants. Lessee agrees to reimburse County for the out-of-pocket costs incurred by County for such consultants in accordance with a budget reasonably pre-approved by Lessee and County. Notwithstanding the provisions of this Section 4, by no later than the fourth (4th) anniversary of the Effective Date, Lessee agrees to submit to County a proposed development concept, including all uses, preliminary drawings, names of retained consultants, and proforma construction budget, etc.

4. **No Other Claims.** The Lease is in full force and effect. To Lessee's knowledge, County has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To Lessee's knowledge, 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.

5. **Miscellaneous.**

5.1 **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.

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

5.3 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.

5.4 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.

5.5 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.

5.6 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.

5.7 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.

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

5.9 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.

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

5.11 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]

//

IN WITNESS WHEREOF, County and Lessee have entered into this Amendment No. 8 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
County Counsel

By: _____
Deputy

**AMENDMENT NO. 3 TO LEASE AGREEMENT
PARCEL 134R – MARINA DEL REY
(LEASE NO. 25740)**

THIS AMENDMENT TO LEASE (“**Amendment No. 3**” 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. 25740, dated July 8, 1975, 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 134R, which leasehold premises (the “**Premises**”) are more particularly described in Exhibit “A” attached to and incorporated in said lease, as amended (the lease and all amendments are collectively referred to as the “**Lease**”).

WHEREAS, County and Lessee desire to enter into this Amendment No. 3 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. **Extension of Term.** Pursuant to Section 2 of the Lease, the Term is set to expire on July 31, 2022. County and Lessee hereby agree to extend the Term by an additional five (5) years (the “Interim Extension”), so that the Term will now expire on July 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). County and Lessee further agree that should the parties subsequently agree to an additional extension of the Lease, to begin after July 31, 2027 (“Long-term Extension”), County may assess administrative costs and an extension fee based upon the granting of the Interim Extension and any Long-term Extension. Notwithstanding the

foregoing, nothing in this Section 3 and/or this Amendment shall be construed to obligate the County to further extend the Lease.

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4. **No Other Claims.** The Lease is in full force and effect. To Lessee's knowledge, County has met and fulfilled all of its obligations under the Lease and is not in default under the Lease. To Lessee's knowledge, 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.

5. **Miscellaneous.**

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[SIGNATURES ON FOLLOWING PAGE]

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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
County Counsel

By: _____
Deputy



Caring for Our Coast

♦ ♦ ♦

Gary Jones
Director

Kerry Silverstrom
Chief Deputy

Amy M. Caves
Deputy Director

February 10, 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 January 2021 Board of Supervisor's agenda.

REGIONAL PLANNING COMMISSION'S CALENDAR

No items relating to Marina del Rey were on the January 2021 Regional Planning Commission agenda.

CALIFORNIA COASTAL COMMISSION CALENDAR

No items relating to Marina del Rey were on the January 2021 California Coastal Commission agenda.

REDEVELOPMENT PROJECT STATUS REPORT

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

DESIGN CONTROL BOARD MINUTES

The December 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 12.2%. Adjusted to remove out-of-service slips and 50% of available double slips, the vacancy rate within Marina del Rey stood at 10.8%. 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
February 10, 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 received information of an illegal charter boat and advertisement 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 February 08, 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 is expected in early 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 February 08, 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 early 2021.</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 early 2021.</p>

DESIGN CONTROL BOARD MINUTES

December 16, 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; Warren Ontiveros, Departmental Facilities Planner II; Porsche White, Planner; Tor-Ree Jones-Freeman, Secretary

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

Guests Testifying: Aaron Clark, Armbruster Goldsmith & Delvac LLP; Daniel Taban, Pacific Ocean Management; Joseph Tran, RDC.

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 October 21, 2020 Minutes

Vice Chair Wong requested corrections be made to the September 16th *[sic]* meeting minutes. Moved by Chair Cho, seconded by Ms. Coffee. The October 21, 2020 minutes were approved.

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

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 Board Members if they had any comments for Staff.

Ms. Coffee asked about the location of trash receptacles at the site.

Ms. White responded that several trash receptacles would be placed at the site and pointed to the locations within the presentation.

Chair Cho asked Ms. Coffee if the locations of the bins were sufficient.

Ms. Coffee noted that there was only one trash receptacle proposed near the Wells Fargo building ATMs.

Chair Cho inquired if there was space for another receptacle, then deferred the question to the applicant. Chair Cho asked Ms. Tashjian if there were any applicants present for this project.

Ms. Tashjian indicated that the following applicants were present: Aaron Clark of Armbruster Goldsmith & Delvac LLP, Daniel Taban of Pacific Ocean Management, and Joseph Tran of RDC.

Mr. Taban responded to the Board, noting that the Applicant has been a lessee with the County for almost 20 years. He explained that improvements made to the shopping center came from a reserve requirement, and the property is not distressed nor is the project considered deferred maintenance. Mr. Taban noted that the lessee would be enhancing the landscaping in the shopping center and that there are two trash receptacles at Building #7, where Wells Fargo is located. As a result of a condition from the October 2020 meeting, the project team added trellis planters to the site design and modified the long outdoor dining tables to be individual tables and chairs. Mr. Taban expressed that he was very pleased with all the changes made.

Chair Cho asked if the Board members had any further comments for the applicants. No comments were made.

Vice Chair Wong moved to approve the project, seconded by Chair Cho.

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

Nays: 0

5. New Business

None

6. Staff Reports

Ms. White noted that a new future major Design Control Board item was added to the Ongoing Activities Report. She indicated that the Department of Beaches and Harbors plans to review and update the Marina del Rey Design Guidelines, which were last updated and approved by the Board in October 2016. She requested that the Board contact her should there be any modifications they wished to see in the next iteration of the design guidelines.

Chair Cho asked if the item was on the meeting agenda.

Ms. White indicated that the update regarding the design guidelines was included in the Ongoing Activities Report, under Future Major Design Control Board Items.

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 1:54 p.m.

Respectfully Submitted,

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

Marina del Rey Slip Vacancy Report

Jan-21	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%	54	85	64%	20	44	45%	6	22	27%										86	159	54.1%		
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	36	113	31.9%	8	40	20.0%	17	59	28.8%		11	0.0%										61	223	27.4%		
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	29	121	24.0%	2	51	3.9%					10	0.0%										31	182	17.0%		
P28	2	9	22.2%	49	121	40.5%	2	54	3.7%	5	22	22.7%	26	68	38.2%	9	24			1	0.0%	93	299	31.1%		
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																									141	
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%	14	67	20.9%	8	58	13.8%	7	46	15.2%		40	0.0%		20	0.0%	35	263	13.3%		
Total	120	904	13.3%	140	840	16.7%	97	792	12.2%	50	619	8.1%	69	409	16.9%	23	298	7.7%	12	326	3.7%	511	4188	12.2%	141	4329

Summation

Vacancy in 17'-25'	13.3%
Vacancy in 26'-30'	16.7%
Vacancy in 31'-35'	12.2%
Vacancy in 36'-40'	8.1%
Vacancy in 41'-45'	16.9%
Vacancy in 46' to 50'	7.7%
Vacancy in 51' and over	3.7%

Overall Vacancy 12.2%

Vacancy w/o DOUBLES, OUT OF SERVICE slips 10.8%

Note:

Parcel 44 dock is scheduled to open on March 1, 2021, with new 141 slips and 5 end-ties.

Jan-21

	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%