"To enrich lives through effective and caring service"

Los Angeles County
Caring for Your Coast
Beaches & Harbors

Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

June 2, 2005

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director Stan Wisniewski

SUBJECT: **COMMISSION AGENDA – JUNE 8, 2005**

Enclosed is the June 8, 2005 meeting agenda, together with the minutes from your meeting of May 25, 2005. Also enclosed are reports related to agenda items 3a, 3b, 5a, 5b, 6a, 6b and 6c.

Our report regarding item 5c will be hand delivered to you early next week. Also, item 5d pertains to the assignment of leasehold interest and amendment to lease of Parcel 103T (Oakwood Garden Apartments). Since documentation on the subject has not been completed, we will return to your Commission next month when we have all the documents.

Please call me if you have any questions or need additional information.

SW:tm

Enclosures

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

"To enrich lives through effective and caring service"

Los Angeles County Beaches & Harbors — Caring for Your Coast

SMALL CRAFT HARBOR COMMISSION

Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

AGENDA
JUNE 8, 2005
9:30 a.m.
BURTON W. CHACE PARK COMMUNITY ROOM
13650 MINDANAO WAY
MARINA DEL REY, CA. 90292

1. Call to Order, Action on Absences and Pledge of Allegiance

2. Approval of Minutes: Meeting of May 25, 2005

3. **REGULAR REPORTS** (DISCUSS REPORTS)

   a. Marina Sheriff
      - Crime Statistics
      - Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance
      - Pedestrian/Bike/Vehicle Accidents

   b. Marina del Rey and Beach Special Events

   c. Marina del Rey Convention and Visitors Bureau (PRESENTATION BY EXECUTIVE DIRECTOR OF MdR CVB)

4. **OLD BUSINESS**

   a. None

5. **NEW BUSINESS**

   a. Ballona Creek Trash and Debris Control (PRESENTATION BY DEPT. OF PUBLIC WORKS)

   b. Consent to Assignment of Leasehold Interest and Amendment to Lease – Parcel 33R (Harbor House) – Marina del Rey (RECOMMEND TO BOARD OF SUPERVISORS)

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

c. Joint Recommendation with the Chief Administrative Officer to Enter Into Exclusive Negotiations for an Option and Long-Term Lease for Development of Parcels 52R and GG (Dock 52 Public Parking) – Marina del Rey (RECOMMEND TO BOARD OF SUPERVISORS)

d. Consent to Assignment of Leasehold Interest and Amendment to Lease – Parcel 103 (Oakwood Garden Apartments) – Marina del Rey (RECOMMEND TO BOARD OF SUPERVISORS)

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

a. Ongoing Activities
   - Board Actions on Items Relating to Marina del Rey
   - Design Control Board Minutes
   - Response to Public Concerns

b. Dredging Status (DISCUSS REPORT)

7. **COMMUNICATION FROM THE PUBLIC**

8. **ADJOURNMENT**

PLEASE NOTE:

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

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

   Department of Beaches and Harbors' Website Address: http://beaches.co.la.ca.us

   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

Si necesita asistencia para interpretar esta informacion llame al (310) 305-9547.

Small Craft Harbor Commission
Special Meeting
May 25, 2005
Minutes

Commissioners Present	Excused
Harley Searcy, Chairman Joe Crail Russ Lesser	Vice-Chairperson Stevens

Department of Beaches & Harbors:	Stan Wisniewski, Director Roger Moliere, Deputy Director, Asset Mgmt & Planning Bureau Julie Carpenter, Planning Division Dusty Crane, Chief, Community Services & Marketing Division
Other County Departments:	Thomas Faughnan, Principal Deputy County Counsel Lt. Greg Nelson, Sheriff's Department Deputy Paul Carvalho, Sheriff's Department

1. CALL TO ORDER, ACTION ON ABSENCES AND PLEDGE OF ALLEGIANCE

Chairman Searcy called the meeting of the Los Angeles County Small Craft Harbor Commission to order at 2:07 p.m. in the Burton W. Chace Park Community Room, Marina del Rey.

Commissioner Lesser moved and Commissioner Crail seconded a motion to excuse Vice-Chairperson Stevens from the meeting. The motion was passed unanimously.

The Commissioners, staff and members of the public stood and recited the Pledge of Allegiance.

2. APPROVAL OF MINUTES

Commissioner Lesser moved and Commissioner Crail seconded a motion to approve the March 9, 2005 minutes. The motion was passed unanimously.

Commissioner Lesser was the only Commission member in attendance who also attended the April meeting; however, Mr. Thomas Faughnan said that the Commission could proceed with a motion on the minutes since the April meeting lacked a quorum, didn't have action items and Commissioner Lesser could verify their accuracy.

Commissioner Lesser moved and Chairman Searcy seconded a motion to approve the April 13, 2005 minutes. The motion was passed unanimously.

CHAIRMAN SEARCY OPENED THE FLOOR TO PUBLIC COMMENT

Mr. Donald Klein, president, Coalition to Save the Marina, referred to page 8 of the April 13 minutes in which Commissioner Lesser explained that the Commission might be prohibited from commenting about the Archstone tenants' allegations because of pending litigation against Archstone and the County. Mr. Klein questioned why the Commission could not comment since the tenants who attended the April meeting are not involved in the lawsuits filed against the County. He believes that the tenants have a right to voice their concerns and receive a response and action.

Mr. Faughnan explained that the Commission was advised not to respond to the Archstone tenants' comments because of pending litigation relating to Archstone in which the County is named as a

defendant. He emphasized that this doesn't mean the Commission didn't listen to the tenants' concerns. The Commission did in fact listen and staff will take appropriate action.

Mr. Klein said that it appears the matter was referred to Archstone for action when it is the duty and responsibility of Beaches and Harbors to address the tenants' concerns. He mentioned that he spoke to tenants who indicated that the Department hadn't responded to their concerns.

Mr. Wisniewski said that those tenants who are concerned about the Department's lack of response should send a letter to him and he would ensure that staff responds.

Ms. Andrus commented that, although she is not an Archstone tenant or member of Coalition to Save the Marina, she is a community member who is concerned that the Department is not addressing Archstone-related issues in a public forum.

Chairman Searcy clarified that the Archstone tenants are welcome to attend the meetings and address the Commission with their comments/concerns; however, the Commission cannot respond to the comments/concerns, but would refer them to staff for further action.

After Ms. Andrus said that she still didn't understand why the Commission could not comment on the tenants' allegations, Chairman Searcy informed her that, in the interest of time, he was proceeding to the next agenda item; however, staff could further discuss the matter with Ms. Andrus after the meeting if needed.

3. REGULAR REPORTS

a. Marina Sheriff

-- *Crime Statistics*

Lt. Nelson reported a slight decrease in crime in the Marina area. There is continued concern regarding thefts that are occurring on the west side. Recently, Mariners Village has been hit very hard, with 5 or 6 burglaries every weekend. He commented that the crimes are primarily those of opportunity, with laptop computers, cameras, cell phones, etc., being left on car seats and he reminded the meeting attendees to not risk leaving such items in their cars.

Lt. Nelson referred to the flyer he distributed publicizing the MdR Sheriff station's June 4, 2005 open house. He encouraged everyone to attend the event, which is scheduled from 11:00 a.m. – 3:00 p.m.

Commissioner Lesser commented that grand theft stood out in the statistics. He asked whether they are primarily car thefts. Lt. Nelson responded that the thefts are mainly from cars in the sub parking area, primarily at Mariners Village.

Chairman Searcy asked whether grand theft involves items worth $500 or more. Lt. Nelson responded that it depends. He explained that anything taken from a person is considered grand theft, whether its two cents or $1,000. Generally, if it is money, the amount is $400 or above for certain items. The penal code breaks grand theft down to a number of categories.

Lt. Nelson also reported that Beaches and Harbors has worked diligently with the federal government on the shoaling problem at the channel entrance and the Sheriff's Department has deployed more buoys by the north entrance; however, there is still a concern because the shoaling continues. There is talk of locating 185' vessels over to the fuel dock due to redevelopment and he is concerned about these conditions.

-- *Enforcement of Seaworthy & Liveaboard Sections of the Harbor Ordinance*

Deputy Carvalho said that, as reported last month, the number of Notices to Comply and citations issued would probably not change for a couple of months.

Deputy Carvalho shared good news that the Board of Supervisors recently approved the master agreement for disposal of the impounded vessels. The Department should be able to begin the disposals in a week or two once all the signatures are obtained on the agreement. Once the Department begins disposing the vessels, the Department will resume its program of randomly inspecting docks for unseaworthy vessels.

-- *Pedestrian/Bike/Vehicle Accidents*

Lt. Nelson informed the Commission that the California Highway Patrol (CHP) was scheduled to provide the accident report, however, the representative hadn't arrived.

Since it appeared the CHP would not be able to attend the meeting, Chairman Searcy requested that Lt. Nelson arrange for a representative to attend the June 8 meeting. If a representative is unavailable, Chairman Searcy requested Lt. Nelson to obtain a written report instead. The June report would be considered the first of the quarterly accident reports.

CHAIRMAN SEARCY OPENED THE FLOOR TO PUBLIC COMMENT

Ms. Andrus expressed appreciation to the Commission for including the quarterly accident report on the agenda. Ms. Andrus suggested that the Commission also obtain a traffic count.

Further, Ms. Andrus informed the Commission that she spoke to Mr. Winters, L.A. County's Asst. Deputy Director, Dept. of Public Works' Traffic & Lighting District, and he told Ms. Andrus that his office would contact Beaches and Harbors and the Marina City Club to discuss the installation of a traffic light in the Marina City Club area.

Mr. Wisniewski commented that the Department has not received any information concerning the traffic light installation. Chairman Searcy assured Ms. Andrus that the Commission would share any information it receives on the matter.

Ms. Andrus requested the name of the master agreement that Deputy Carvalho mentioned in his report. She also requested a copy of it. Deputy Carvalho responded that the document is titled, "Master Agreement for the Disposal of Abandoned and Impounded Vessels."

Mr. Faughnan informed Ms. Andrus that the agreement was not developed by Beaches and Harbors and was not presented before the Commission; however, members of the public can obtain it through the Board of Supervisors' Executive Office.

Relative to the Sheriff Department's random inspection of seaworthy vessels, Mr. Klein commented that, according to the new restated leases, as of 2003, the County is supposed to make seaworthy inspections of all vessels in the Marina three times per year. He questioned why this hasn't been done.

Mr. Wisniewski suggested that Mr. Klein speak to Mr. Moliere about the lease enforcement provision. The Department would coordinate its response with the Sheriff's Department.

b. Marina del Rey and Beach Special Events

Mr. Wisniewski reported that the MdR Water Shuttle would begin May 27 and extend through the month of September 25. The service will operate on a regular schedule, which is Friday through Sunday. However, during the month of June, the shuttle will operate as an on-call taxi service since there hasn't been much ridership in the past during the month of June.

He commented that changing from full-time to an on-call service in June results in cost-savings that will enable the Department to fund the September full-time service. There is no net change in the contract cost and the Department believes it will be a better service for the public.

Mr. Wisniewski encouraged everyone to obtain a copy of the special events report placed on the public information table.

4. OLD BUSINESS

a. Marina del Rey Local Coastal Program (LCP) Time and Information Summary

Mr. Wisniewski informed Commission members that, per its request, the summary includes an LCP chronology and list of materials given to California Coastal Commission (CCC) staff

Mr. Wisniewski said that, as he understands it, the CCC staff plans to provide its final report at the June 7, 2005 Coastal Commission hearing in San Pedro. When the report is available, the Department will provide the Small Craft Harbor Commission with copies.

Mr. Wisniewski noted that the date changed for the CCC's final report. He explained that when the CCC staff held its meeting in the Marina, staff indicated that it would hold a public hearing on the periodic review in June and the final report would be scheduled for consideration in the fall 2005. However, when a copy of the draft report was given to Department staff as a courtesy, CCC staff indicated its intent to present its final report at the June hearing. The CCC might also take final action at the June hearing.

Commissioner Lesser asked Mr. Wisniewski to explain what he meant by "final action." Mr. Wisniewski responded that the periodic report has a series of recommendations that must be approved by the CCC. The recommendations will be calendared for consideration on June 7. While the Department's staff has read the recommendations and discussed them with CCC staff, the Department does not know what is contained in the final report.

Chairman Searcy encouraged members of the public, particularly those who have expressed an interest in the Local Coastal Plan and the CCC public workshops, to attend the June 7 hearing, where they will have an opportunity to provide input.

Commissioner Lesser and Chairman Searcy commended staff on the LCP Timeline and Summary and encouraged meeting attendees to obtain a copy at the public information table.

5. NEW BUSINESS

a. Marina Beach Strategic Plan

Mr. Wisniewski informed the Commission that the Department hired the urban planning firm of RRM Design to develop a strategic plan for Marina Beach. He introduced Mr. T. Keith Gurnee, urban design consultant, who attended the meeting to discuss the plan.

Mr. Wisniewski said that a number of development projects surround Marina Beach. The beach is identified as one of the two catalytic project areas in the Marina Del Rey Asset Management Strategy,

which was approved by the Board in 1997. The Department has a strong desire to construct a public promenade in the area and enhance public facilities at Marina Beach. This is a wonderful opportunity to ensure that there's a coordinated development effort at Marina Beach as well as the development occurring adjacent to Marina Beach.

Mr. Wisniewski said that Mr. Gurnee was given the scope to conduct stakeholder interviews, which he has done. Mr. Gurnee also is making presentations before the DCB, Beach Commission and at the Small Craft Harbor Commission to make the public aware of the planning effort and to solicit Commission and public input.

Mr. Gurnee, Principal, RRM Design Group, informed the Commission:

> RRM Design Group is a full service planning, landscape architecture, urban design architecture and civil engineering firm that specializes in waterfront urban design and park and recreation facilities. I am the leader of our company's waterfront group for the West Coast. We're very pleased to be here today at the start of this planning effort to come up with a plan of public improvements that will be cohesive and comprehensible to the future users of Marina Beach.
>
> The scope of our work is somewhat limited at the outset. We've been asked to come up with a couple of alternative approaches to making improvements to the public realm. The public realm would include the Marina Beach itself, the waterfront promenade, the facilities that support the user groups that use Marina Beach as well as the pedestrian environment along the road network that serves the area, particularly Admiralty Way and Via Marina. We are in the process of trying to program how to approach two contrasting ideas of how to do that.
>
> One of the other charges is also...to make recommendations to better integrate the development projects with the public improvements rather than turning their back on them or shutting themselves off from them, how can they be integrated to create maximum synergy for what is happening at this beach.
>
> We conducted a battery of key stakeholder interviews. During one set, we met with the lessees of the lease sites that frame Marina Beach. We met with various representatives and staff from the Department of Beaches and Harbors. We met with a variety of user groups as well as Commissioner Lesser...we interviewed a member of the Beach Commission. We interviewed all of the various boating interests that use Marina Beach, Convention and Visitors Bureau, a lot of different and diverse people.
>
> We got a sense of the issues that we're going to have to address in developing the recommendations for these alternatives. At the top of the list of those issues is concern about water quality. We know the Department is working very hard to address this issue. It's just important for everyone to realize that that is a constant refrain on the part of people we interviewed. Another concern is making sure that there is adequate public parking to serve Marina Beach, that it is accessible and that it remains affordable as it does today.
>
> There's a lot of competition for Marina Beach. Many user groups cover a piece of this beach to support their activities. We're meeting with the rowing club, the Fairwind Yacht Club, the kayakers, the Outriggers, all requesting some facilities to better support what they do at Marina Beach, as well as the need for relocating picnic structures, resolving the design of the waterfront promenade, addressing the issue of improving the playground facilities, all of the facilities on Marina Beach.

> There's also a need cited among the people we interviewed to improve the pedestrian environment out on Admiralty Way and provide greater connection between the street to the waterfront promenade and the need to better integrate leasehold development with the promenade.
>
> We're in the process...of programming the two alternative approaches. Our calendar is to try to come back with a couple of alternative concepts for different ways of treating the various features being thought of here. We hope to be able to return to staff and ultimately, the Design Control Board, in late June or early July of this year.

Chairman Searcy thanked Mr. Gurnee for his information and wished him success in his planning efforts.

CHAIRMAN SEARCY OPENED THE FLOOR TO PUBLIC COMMENT

Ms. Andrus expressed her belief that the urbanizing of Marina Beach has not been legitimized. She said that the Marina is supposed to be recreational rather than urban and this should be the prime factor when considering any development plans for Marina Beach.

Ms. Andrus said that Mr. Gurnee didn't mention speaking to bicyclists and other groups during his stakeholder interviews. Also, it's important for buildings to remain at two stories and no higher.

Further, Ms. Andrus said that Casa Escobar has a large noise level and people can always hear the music from outside the restaurant, which is not good for the boating community or area residents.

b. Consent to Assignment of Leasehold Interest and Amendment to Lease - Parcel 33R (Harbor House) – Marina del Rey

Chairman Searcy noted that this item would not be discussed and would be placed on a future agenda.

c. Approval of Second Amendment to Option Agreement and Joint Escrow Instructions for Lease Nos. 6734 and 11140 – Parcels 44U (Pier 44) and 77W (77 Del Rey)

Mr. Moliere reported that several years ago the County received an option to reaquire certain of the property that is adjacent to the current Chace Park boundary. The intent was to provide further facilities and expand the park. The Second Amendment to Option Agreement is the second continuation and second amendment to the first agreement, which extends the time at which the County may exercise its option to pick up the property. The extension is being granted to the County at no additional cost and the price remains the same as in the original agreement. The extension is needed both by the lessee, who is planning the adjacent development, and the County to continue and complete its planning of the expanded Chace Park area.

The amendment is fairly straight forward in that the lessee is granting the County an additional two years to pick up the landside to exercise its option and an additional six months to pick up the waterside. Relative to the waterside, the Department is in consultation and negotiation with the Santa Monica Windjammers Yacht Club and there is some possibility that the area might be suitable for the yacht club to move its facilities thus freeing more space in Chace Park.

CHAIRMAN SEARCY OPENED THE FLOOR TO PUBLIC COMMENT

Mr. Donald Klein, president, Coalition to Save the Marina, expressed the Coalition's opposition to the Second Amendment to Option Agreement because the agreement is not consistent with the Land Use Plan.

There was discussion as to whether, according to Robert's Rules of Order, it is correct to make a motion prior to hearing public comment. Chairman Searcy and Commissioner Lesser expressed their preference to first hear public comment since it would afford them the opportunity to receive information they might not have previously known or considered.

Mr. Faughnan informed the Commission that he would research the matter and report at the June meeting.

Commissioner Crail made a motion that was seconded by Commissioner Lesser to endorse the Director's recommendation to approve the second amendment to option agreement and joint escrow instructions for lease nos. 6734 and 11140 – Parcel 44U (Pier44) and 77W (Del Rey) – Marina del Rey. The motion was passed unanimously.

6. STAFF REPORTS

a. Ongoing Activities Report

- Board of Supervisors Actions on Items Relating to Marina del Rey

Mr. Wisniewski reported that on May 17, the Board of Supervisors adopted an ordinance to extend the Small Craft Harbor Commission's sunset review date to December 31, 2009.

He also reported that on May 10, the Board of Supervisors approved the amendment to contract with Pacific Adventure Cruises, which provides the Marina's water shuttle service.

- Design Control Board (DCB) Minutes

Mr. Wisniewski stated that the April 21, 2005 minutes were included in the packets mailed to the Commission.

- Response to Public Inquiries

-- North Jetty Walkway

Mr. Wisniewski reported that this item responds to a member of the public who expressed concern about sand accumulating on the north jetty's asphalt walkway. The member of the public also commented about the jetty's design. Mr. Wisniewski said that, to help mitigate the sand problem, staff extended the sand fence beyond the point where sand accumulates. As for the design, he commented that the jetty is asphalted and surrounded by railing. More information would be needed in order to address the person's design concern.

-- Sunset Review

Mr. Wisniewski informed the Commission that the sunset review item is included in the report in response to a member of the public who requested the information at the April meeting.

Mr. Wisniewski commented that members of the public with concerns about the sunset review process have the opportunity to address the Board of Supervisors when it considers the Audit Committee's recommendation to continue or disband a particular Commission.

He offered to provide additional information, if needed, to the member of the public who addressed the Commission on the matter.

Mr. Wisniewski mentioned that the Design Control Board is incorporated as a required body into the Local Coastal Plan for Marina del Rey. Since the DCB is required, staff has recommended to the Executive Office that the DCB sunset reviews be discontinued.

CHAIRMAN SEARCY OPENED THE FLOOR TO PUBLIC COMMENT

Ms. Andrus identified herself as the member of the public who addressed the Commission in April regarding the sunset review process. She said that the "sunset review evaluation is a review that evaluates the performance, objectives of all Los Angeles County commissions, committees and task force, as recommended by the L.A. County Citizens' Economy and Efficiency Commission." She requested contact information for the Economy and Efficiency Commission.

Ms. Andrus commented that the sunset review is currently being shortchanged in what it should be able to achieve. She added that its objectives should be very clear; otherwise, everyone is wasting their time and the Department is redirecting the public mandate.

Further, Ms. Andrus said that she is sure that when the Economy and Efficiency Commission recommended the sunset review it had more in mind than just determining whether a commission should continue or be disbanded. The minutes, proper procedures, etc. should be examined. There are issues other than whether or not a commission should exist.

Mr. Wisniewski commented that the Audit Committee considers a fairly involved evaluation before making any recommendations to the Board. Mr. Wisniewski suggested that Ms. Andrus contact Mr. Moliere so that he could provide her the name of the Executive Director for the Economy and Efficiency Commission as well as the name of the Audit Committee coordinator who is responsible for the sunset reviews.

7. COMMUNICATION FROM THE PUBLIC

Mr. Jonathan Balfus informed the Commission that he is an attorney for floating home resident Robert Weinmeyer, who is being evicted by the management company, G&K Management. Mr. Balfus said that he spoke briefly to Mr. Faughnan about the circumstances of the eviction, but he also wanted to bring the issue to the Commission's attention since it's foreseeable that there would be future problems of this nature.

Mr. Balfus gave the following testimony:

> There's a fundamental conflict between the County's ordinances regarding floating homes of the sort that Mr. Weinmeyer resides in and the state regulations. I don't know the position of all of the different management companies, but I do know the position of Mr. Weinmeyer's landlord is that the state controls, he will be evicted and he does not have any other recourse.
>
> There are a number of different avenues to address this problem in the courts between Mr. Weinmeyer and his management company, but it's important that the County know about the issue because the foreseeable result of this problem will be a rash of lawsuits, some of which may involve the County as a defendant, some of which may not.
>
> I don't want to threaten anything...I don't want to give ultimatums, but this is a very serious problem. There is no official position yet from the County. Mr. Faughnan has been kind enough to take a look at the issue and has his staff examining it, and

> advised that he may be able to give a formal position, but in the absence of one, there isn't any guidance. There's a problem within the state of the law here with respect to the residents. I don't think the County yet has addressed it.
>
> I wanted to bring that issue to reaffirm that the dialogue is open, at least on behalf of Mr. Weinmeyer and other people who are similarly situated to avoid lengthy litigation, which nobody wants. To the extent that the Commission has any particular questions about the discrepancy I'm talking about, what this issue is, I'm happy to do that now.
>
> Mr. Faughnan knows how to get in touch with me and I would be happy to make myself available to help resolve this issue before it blows up into the litigation that is foreseeable.

Mr. Faughnan affirmed that he discussed the issue with Mr. Balfus and relayed the concerns to Department staff, which will review the matter and contact the lessee to determine the best course of action.

Chairman Searcy requested that in addition to following up with Mr. Balfus, Mr. Faughnan should also keep the Commission informed on the matter.

Mr. Balfus offered to prepare a letter on behalf of Mr. Weinmeyer regarding what they believe to be the discrepancy. Mr. Balfus said he would like to do whatever is necessary to advance the cause. Chairman Searcy said that the Commission welcomes his efforts, however, he suggested that Mr. Balfus coordinate with Mr. Faughnan, who will keep the Commission apprised.

Mr. Gerry Purcell, floating homeowner, said:

> I have two points that I'd like to see addressed. One is the fact that if the Marina is going to renovate the slips, could the County make provision, because we are really trapped with these floating homes. There is no one in the Marina, in the state, that would take them. They actually have to come apart and be destroyed basically.
>
> Could the County negotiate with the lessees so that they would provide, even though they may not want to, or have it in their plan, a suitable slip so that those dependent floating homes...could reside in that marina and pay the nominal rate that is probably gonna be increased?
>
> The second [point] is, when this ordinance was put together in 1995, it stated there was a10-year period in which the owners who registered their boats at that time would be able to repeatedly sell them to subsequent purchasers. As a broker, I've experienced the difficulty in selling these vessels and the reluctance of the public because they felt that this was a poor investment.
>
> Now, we've got three or four months left until September 5, which was the original date to put in terms of the resale of the vessels. If they were sold after that date, there would be fines and also the possibility that it might have to go if the people couldn't pay the fines. I would like to see that as a dispensation, as a sympathetic consideration because there is nothing that these floating homes can do.
>
> There's 50, 60...of them. I'm not officially speaking for them, but I know that they all would want me to ask you if you could do something in terms of amending this lease to allow these homes to be repeatedly sold without changing any of the regulation other than the first one that I addressed....

> We have no place to go. We all signed this under duress because we had no power. At the time, we didn't have an attorney. We weren't negotiating. It was a Pioneers Skippers Association that was put together with David Baker, he was an attorney. We were all under equipped to negotiate and we had the floating homes. We could not do anything about it. We signed it. We had hoped it would get changed over the last ten years and it hasn't.
>
> This is a very important issue. People are not buying these boats. Some of them have tried donating them. People who are donated to can't get rid of them. Several of them have been crushed. I've witnessed it. I'd like to see the County please address it. County Counsel may be going by just what the law was, but I'm looking for some sympathy here for these people because we've got nothing to lose but our money and that's where we live.
>
> On the issue of the state not allowing the County to mandate this unseaworthiness ordinance, I wish to get some response on that from the County in writing as to why they think they could have put that together in the first place. Again, we were not legally sophisticated and we signed it. Does that remove our legal rights in doing so?

Mr. Faughnan said that Mr. Purcell has raised broader issues regarding the seaworthiness ordinance and floating home ordinance, which were adopted ten years ago and which provided floating homes an exemption from the requirements of the seaworthiness ordinance. After ten years, they will have to comply with the seaworthiness ordinance if they are sold. Mr. Faughnan believes if the floating home remains with the original owner, the owner is exempt from the seaworthiness ordinance.

Mr. Wisniewski said that he was at the Department during the time the ordinance was developed and its intent at the time was to prevent the proliferation of floating homes that would displace recreational boats from boat slips in the Marina. The floating homes are not recreational boats. Years ago there were a large number of floating homes being built and people began occupying them. The Department proceeded with the ordinance in recognition of the fact that approximately 50–60 of the floating homes had already received status in the Marina and it didn't seem reasonable that they be evicted at that time.

Mr. Wisniewski said that the ordinance provided for a grandfathering in and that within ten years a person could sell his/her floating home and be allowed to remain in the Marina assuming the lessee allowed the person to remain as a tenant at the anchorage.

Further, Mr. Wisniewski said that there is no requirement for the lessee to allow the floating homeowner to remain; however, the floating homeowner cannot be evicted for failure to comply with the seaworthy ordinance. After ten years, if there is a change of ownership, the floating home would have to leave Marina del Rey. He said that staff would provide a report on the issue to the Commission.

Chairman Searcy commented that if he was a floating homeowner and he had to relocate because of a dock's redevelopment, he would like to think there was a mechanism in place to allow him to return once the docks are completed. He asked whether the lessees allow tenants to return after a dock is completed.

Mr. Wisniewski responded that the lessees make their best effort to phase the development so that they keep tenants since empty docks aren't profitable. However, the Department would look into the issue of mandating that a lessee keep a floating homeowner during the redevelopment process. Staff would report back to the Commission.

Chairman Searcy noted that one benefit of retaining a floating home tenant is that the tenant can be another set of eyes and ears at the dock and keep theft and other crime down. Also, the lessee could charge higher rates for the liveaboards.

Mr. Wisniewski commented that a tenant could live on a recreational vessel rather than a floating home and provide the same security benefit to the lessee. A floating home has the disadvantage of not being a recreational vessel. That is the reason there was an effort ten years ago to stop the proliferation of floating homes. The Department felt they would displace recreational boaters. He said that this information would be included in the staff report to the Commission.

Commissioner Lesser commented that he doesn't think the floating homes are the greatest thing in the Marina since the Marina is a recreational harbor, however, he doesn't think it's fair to create a major hardship on the floating homeowners. A way of accommodating them through the useful life of their vessels should be explored. Chairman Searcy agreed and commented that something should be done since it's a finite problem that probably won't get bigger.

Commissioner Crail commented that he also was around when the ordinance was developed and he confirmed Mr. Wisniewski's background on the issue. Commissioner Crail pointed out that at the time most of the boaters did not like the floating homes because of their unattractive appearance; allowing them to remain was more or less doing the floating homeowners a favor.

Mr. David Lumian, Fairwinds Yacht Club, invited attendees to the Association of Santa Monica Bay Yacht Clubs' all-day sailing safety seminar on Saturday, July 16 at West Marine on Fiji Way. The seminar was planned in response to accidents that took place several weeks ago in which people fell overboard during a race. He requested the Commission's assistance in publicizing the function.

Mr. Wisniewski asked Mr. Lumian to speak with Mr. Moliere after the meeting so that staff could post the seminar on the Department's website.

Mr. Wisniewski encouraged representatives of boating organizations that are planning similar events to contact the Department so that the events can be included in the Department's Special Events Report, which is seen by the Argonaut and the Dinghy.

Dr. Stuart Hoffman, five-year liveaboard tenant, informed the Commission:

> When I first came on, the company said, 'we're going to be building new slips and we want to facilitate your move, so here's the list, get on it...' Then a new management company came in and said, 'That list doesn't matter anymore. Do the best you can. We have a committee that will process your application.'
>
> I call every marina every Friday that's on the list. There are no slips available. I've called Ventura, Oxnard, Long Beach, San Pedro and I don't really know what to do. I don't have anywhere to go. I am a recreational boater. I do go boating. I do have a dinghy that I use and my boat's not ugly, so that's what's happening with me. I don't know what to do.
>
> The only recourse is...legal. That's painful to me as doing anything else. Just a week ago, the dockmaster came on...my boat and said, 'you have one hour to move your cars or I'm gonna seize your boat unless you come down and pay $70.00 a day to stay here.'
>
> They evicted me from the spot and then they said, 'you can stay here anyway if you pay us' this extortion of $2100 a month. There are threats all the time...I pay my rent on time, not only that, before time, it's always early. I don't have any loud parties and I'm a very, very good tenant. I've saved the dock actually twice when trash cans got

> caught underneath it and I happened to be there cause I live there and I removed them, otherwise it would have thrown the dock off the hooks that they're on.

Mr. Wisniewski requested that Dr. Hoffman provide his comments in writing and staff would give the lessee a copy.

Dr. Hoffman informed the Commission and staff that Mr. David Naftalin has already detailed Dr. Hoffman's plight in a letter that was sent to Mr. Wisniewski and the Commission.

Mr. Wisniewski commented that staff probably referred the letter to the lessee and a copy of the response would be provided to the Commission at the June meeting.

Ms. Andrus commented that the Commission should keep in mind that yachts are not recreational boats, but it appears that accommodations are being made for them.

Ms. Andrus read her letter [Attachment A] addressed to the Commission concerning conditional permits for development of low and moderate-income housing.

In response to Ms. Andrus, Mr. Moliere explained that the Mello Act mandates that there be affordable housing but does not mandate a certain percentage in new housing located in the coastal zone. In response to the act, the County adopted an affordable housing policy several years ago mandating that in new construction a certain percentage of units must be low income as defined by the state statute. There's also a provision that allows there to be a showing of infeasibility and, if that is shown, the units would not be built because the return would not justify their construction. In such cases, there is an alternative in-lieu fee that could be paid to the Community Development Commission, which can use the funds to construct low-income housing in other venues where it is a lot easier to construct.

Further, Mr. Moliere said that Parcel 20's application pre-dated the adoption of the County's formal affordable housing policy and the parcel's low-income housing requirement was satisfied by its permit that was issued by the Regional Planning Commission. Parcel 20 has allocated 10% of its units for senior citizen affordable housing and Parcel 20's low-income requirement is satisfied by this allocation. Mr. Moliere said that he would verify this information since he hasn't reviewed the material for some time.

Mr. David Naftalin said:

> I outlined in my letter why the liveaboards are a particularly vulnerable group. I think the timeline is important here because Mr. Hoffman, for example, is looking at his present period expiring this Friday.
>
> If Mr. Hoffman is evicted, he cannot wait until next fall or next spring to find out if he's going to be admitted to get a slip. He will, in the meantime, just lose his boat because it doesn't have any value except to him really under the circumstances. If he had a lot longer to sell it, he can find someway to do it but as it is, the County is really counting on saying...an inverse condemnation when he loses his property by being evicted.
>
> There's a real precedent here in the other apartments. I'm very encouraged by some of the things I've heard from you folks and I really hope that there would be some analysis by the Department and by Mr. Faughnan to find out if, in fact, the County is going to support the lessees, the particular anchorages that just want to say we need the complete free right to deal. We've got liveaboards. If they can wait six months, they can come back in, otherwise, they're just out.

As you said, it is a finite group.

Commissioner Lesser asked whether Mr. Naftalin was referring to liveaboards or floating homes. Mr. Naftalin responded that he meant legal liveaboards under the County ordinance. The question of floating homes under the County act vs. floating homes under the state law is something he is not getting into.

Mr. Naftalin clarified that he is referring to the finite discreet group of people who live in the Marina and have chosen this lifestyle, such as Dr. Hoffman.

Mr. Naftalin continued his testimony:

> I think that there should be a moratorium on evictions informally suggested by your Commission prior to the next meeting...I think it would foreshorten a lot of unhappy floundering and scrambling by these poor people. I'm trying to express, and I think Dr. Hoffman was trying to express the radical change of lifestyle that's required when they say, 'you've been a floating home tenant, yes, a legal liveaboard, but no more.'
>
> It's not like a landside tenant where they say, 'yeah, I gotta get a new apartment.' It's much worse than that...what I'm hoping is that you guys look into this and also in the meantime...I would propose that you guys adopt a resolution urging the various anchorages that are displacing liveaboards to not do so pending the results of your analysis of the situation.

Mr. Darrell Steffey, floating homeowner, gave the following testimony:

> I understand that when the ordinance was adopted there was a concern about the whole Marina turning into a floating home community. I think, on the other hand, if I may use the word audacity, to suggest after 10 years that the floating homeowners have written off their investment and therefore if they sell it, it has to be taken out, well obviously it's pretty hard to sell it if the new owner has to take it out and has no place to put it.
>
> These aren't cracker box type things. If any of you gentlemen want to see what floating homes look like, I invite you over to see mine. They're like little condos on the water. They are recreational...vessels. They are (at least the one I own, I actually own two, I'm trying to sell one now) is actually built to Coast Guard specifications.
>
> They are recreational. They are registered as houseboats with the DMV. Most of the people live on them, including myself, have other boats that we cruise around the Marina...and go out sailing or motor boating. We do enjoy the Marina.
>
> They're like little condos on the water. They're not cracker boxes. I guess ugliness is into the eye of the beholder. I don't consider it ugly. Some people may. These things are valued at $150,000-$300,000 probably on the market, at least today. If this ordinance holds true, the value of them will probably go to zero.
>
> The sale of my...other one, if I don't sell it by the fall, supposedly it has to be taken out of the Marina and the funds from that are targeted for basically a lot of my retirement. I feel somewhat ostracized by that situation.
>
> There ought to be some sort of a fair and equitable solution where everybody wins. I can understand that nobody wants anymore floating homes in the Marina maybe, but the ones that are here ought to be able to stay as long as their vessels are up-to-

snuff and meet all of the specifications.... I would urge everyone to look at coming up with a reasonable solution to the problem because it's my understanding that this ordinance that was passed...was actually against state law and therefore may be invalid anyway.

I think we all want to cooperate with the County to come up with a reasonable solution.

Ms. Patricia Raye recounted a recent incident that led to Mr. Jose Mata, Chace Park manager, taking a restraining order against Ms. Raye's friend, Johnny Lucero. Ms. Raye opposes the restraining order and she expressed her belief that Mr. Mata unfairly treats some of the transient dock/park visitors.

Mr. Wisniewski expressed his support of Mr. Mata and commented that Mr. Mata is a staff member who has distinguished himself by the services he has provided to Los Angeles County citizens.

8. ADJOURNMENT

Chairman Searcy adjourned the meeting at 3:35 p.m.

Respectfully submitted,

Toni Minor
Commission Secretary

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

MARINA DEL REY STATION

PART I CRIMES- MAY 2005

Part I Crimes	MARINA AREA (RD'S 2760-2763)	EAST END (RD'S 2764-2768)
Homicide	0	0
Rape	1	0
Robbery: Weapon	0	3
Robbery: Strong-Arm	0	2
Aggravated Assault	1	1
Burglary: Residence	0	7
Burglary: Other Structure	4	4
Grand Theft	13	3
Grand Theft Auto	7	7
Arson	0	1
Boat Theft	0	0
Vehicle Burglary	13	7
Boat Burglary	0	0
Petty Theft	5	5
Total	44	40

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

Source- LARCIS, **Date Prepared** – June 1, 2005
CRIME INFORMATION REPORT - OPTION B

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
MARINA DEL REY STATION
PART I CRIMES – MAY 2005

	West Marina 2760	East Marina 2761	Lost R.D. 2762	Marina Water 2763	Upper Ladera 2764	County Area 2765	Lower Ladera 2766	Windsor Hills 2767	View Park 2768	TOTALS
Homicide										0
Rape	1									1
Robbery: Weapon								2	1	3
Robbery: Strong-Arm								2		2
Aggravated Assault			1						1	2
Burglary: Residence							2		5	7
Burglary: Other Structure	1	3					2	2		8
Grand Theft	9	2		2		1	2			16
Grand Theft Auto	6	1				1	1	2	3	14
Arson								1		1
Boat Theft										0
Vehicle Burglary	13						2	1	4	20
Boat Burglary										0
Petty Theft	2	1	1	1			2		3	10
REPORTING DISTRICTS TOTALS	**32**	**7**	**2**	**3**	**0**	**2**	**11**	**10**	**17**	**84**

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

Source- LARCIS, **Date Prepared** – June 1, 2005
CRIME INFORMATION REPORT - OPTION B

MARINA DEL REY HARBOR ORDINANCE
SEAWORTHY & LIVEABOARD COMPLIANCE REPORT

	April	May
Liveaboard Permits Issued	2	0
Warnings Issued (Yellow Tags)	0	0
Notices to Comply Issued	0	0

Total Reported Liveaboards By Lessees - 574
Total Liveaboard Permits Issued - 467
Percentage of Compliance - 81

No new Warnings were issued in the month of May.

No new Notices to Comply were issued in the month of May.

No new citations were issued for violations of 19.12.1110 L.A.C.C. (liveaboard permit) or 19.12.1060 L.A.C.C. (unseaworthy vessel) in the month of May.

Number Of Impounded Vessels Demolished

To date, one hundred and sixty five (165) vessels have been removed from the marina for disposal. Currently, twenty one (21) vessels are ready for disposal and eight (8) are awaiting lien sale procedures.

"To enrich lives through effective and caring service"

Los Angeles County Beaches & Harbors
Caring for Your Coast

Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

June 2, 2005

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director Stan Wisniewski

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

MARINA DEL REY

MARINA DEL REY FOURTH OF JULY FIREWORKS

The traditional fireworks extravaganza over the main channel in Marina del Rey will be presented on Monday evening, July 4, starting promptly at 9:00 p.m. This event is sponsored by the Los Angeles County Department of Beaches and Harbors. The fireworks are choreographed to patriotic music, which will be broadcast by radio station KXLU 88.9 FM in sync with the pyrotechnic display. The music will be relayed over loudspeakers in Burton Chace Park. Parking is available in County lot 4 on Mindanao Way and County lot 5 on Bali Way for a reasonable fee. Fireworks may also be viewed at Fisherman's Village and throughout Marina del Rey.

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

THE MARINA DEL REY SUMMER CONCERT SERIES 2005

Presented by Arrowhead Mountain Spring Water
July 7 through August 27, from 7:00 p.m. – 9:00 p.m.
Waterside at Burton Chace Park
13650 Mindanao Way

The opening program of the fifth season of the Marina del Rey Summer Concerts, with the Marina del Rey Summer Symphony conducted by Maestro Frank Fetta, will take place Thursday, July 7, at 7:00 p.m. The traditional presentation of the colors and water display will precede the opening work, which is "Capriccio Italien," by Tchaikovsky, followed by "Danzas Fantásticas" by Turina. Following the intermission will be a performance of Manuel de Falla's ballet fantasy "El Amor Brujo," featuring Spanish classical dancers Miguel Bernal and Batista, and Los Angeles Opera mezzo-soprano Suzanna Guzmán.

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

The first Saturday pop concert is scheduled for July 16 and will feature Grammy winner and country music star Pam Tillis.

Parking is available in County lot 4 on Mindanao Way and County lot 5 on Bali Way for a reasonable fee.

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

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

Saturday, June 11
Captain Dan's Big Love Band, playing Jazz, Blues & Soul

Sunday, June 12
Bonne Musique, performing Zydaco

Saturday, June 18
Unkle Monkey, playing Tropical Funk

Sunday, June 19
Kid & Nic Show, Variety

Saturday, June 25
LA Blues Casters, playing Blues

Sunday, June 26
Nelsen Adelard, playing Blues and Swing

For recorded information call: (310) 823-5411.

BEACH EVENTS

VENICE BEACH

Carnevale! Venice Beach 2005
Presented by Venice Chamber of Commerce and
City of Los Angeles Cultural Affairs Department
on Windward Circle in Venice
Saturday, June 25, from noon to 10:00 p.m.

Costumed celebration by the sea, inspired by famed Italian Carnevale. Free non-stop entertainment, with some of the Venice area's most popular singers, dancers, musicians and performance artists who will entertain the crowd throughout the day. In addition to the performers, vendor booths and a food court will also be set up by local merchants. The evening will end with an elaborate costume party and contest.

For more event information: call (310) 396-2803 or visit event website at www.carnevale.us.

SW:mc

"To enrich lives through effective and caring service"

Los Angeles County
Caring for Your Coast
Beaches & Harbors

Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

June 2, 2005

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director Stan Wisniewski

SUBJECT: **ITEM 5a – BALLONA CREEK TRASH AND DEBRIS CONTROL**

Item 5a on your agenda is a presentation by staff from the Los Angeles County Department of Public Works—Watershed Management Division on efforts to control trash and debris in the Ballona Creek watershed and its effect on Marina del Rey. Staff will be available to answer your questions on this subject.

SW:JJC:LA:la

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

"To enrich lives through effective and caring service"

Los Angeles County
Caring for Your Coast
Beaches & Harbors

Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

June 2, 2005

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director Stan Wisniewski

SUBJECT: **ITEM 5b – ASSIGNMENT OF LEASEHOLD INTEREST FOR PARCEL 33 (HARBOR HOUSE RESTAURANT) – LEASE NO. 10665 - MARINA DEL REY**

Item 5b on your agenda pertains to the assignment of leasehold interest in Parcel 33 (Harbor House Restaurant). The attached Board letter contains background on our recommendation for approval.

Your Commission's endorsement of our recommendation to the Board of Supervisors, as contained in the attached letter, is requested.

Please let me know if you need further information.

SW:pw
Attachment

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

June 2, 2005

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director Stan Wisniewski

SUBJECT: **ITEM 5b – ASSIGNMENT OF LEASEHOLD INTEREST FOR PARCEL 33 (HARBOR HOUSE RESTAURANT) – LEASE NO. 10665 - MARINA DEL REY**

Item 5b on your agenda pertains to the assignment of leasehold interest in Parcel 33 (Harbor House Restaurant). The attached Board letter contains background on our recommendation for approval.

Your Commission's endorsement of our recommendation to the Board of Supervisors, as contained in the attached letter, is requested.

Please let me know if you need further information.

SW:pw
Attachment

June 21, 2005

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:

CONSENT TO ASSIGNMENT OF LEASEHOLD INTEREST AND AMENDMENT TO LEASE
PARCEL 33R - MARINA DEL REY – HARBOR HOUSE RESTAURANT
(FOURTH DISTRICT)
(4VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of the proposed assignment of Lease No. 10665 affecting the leasehold interest in Parcel 33R and the proposed Amendment No. 6 to Lease No. 10665 for Parcel 33R are categorically exempt under the provisions of the California Environmental Quality Act pursuant to Classes 1(r) and 4(j) of the County's Environmental Document Reporting Procedures and Guidelines.

2. Approve and authorize the Chair to execute the attached copies of Consent to Assignment of Lease for Parcel 33R (Consent) from Marina Investment Company, a joint venture ("MIC"), to The Waterfront-Marina del Rey, a Delaware limited liability company ("Waterfront").

3. Approve Amendment No. 6 to Lease No. 10665 (Amendment), the final form of which is attached hereto, which defines those changes in management and ownership of a limited liability company that will be considered an event of assignment under Section 22 of the Lease, and authorize the Chair to execute the Amendment upon presentation by the Director of the Department of Beaches and Harbors to the Executive Officer of the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

MIC, the current lessee of Parcel 33R is requesting the County's consent to approve the assignment of its leasehold interest, commonly known as the Harbor House Restaurant, to Waterfront. The Department is requesting that your Board's consent to the proposed assignment be conditioned upon execution by Waterfront of Amendment No. 6 to the Lease, which, among other things, defines those changes in ownership and control of a limited liability company that will be considered events of assignment requiring the County's prior consent.

Marina del Rey leases provide that the County's consent is required on most lease assignments and that such consent may not be unreasonably withheld. Department policy provides that the County's approval or denial of any assignment will be based on one or more of the following: a) the financial condition of the assignee; b) the price to be paid for the leasehold as it relates to the improvements or potential development thereon; and c) the management of the leasehold by the new lessee being in the best interest of the whole Marina.

Our review has found that:

a) The proposed assignee, Waterfront, is a Delaware limited liability company, formed for the purpose of owning and operating the leasehold and is to be capitalized through members' contributions of $1,480,000 in equity and $4,750,000 in debt, both on a pro forma basis. The proposed financing for the purchase is expected to be provided by Western Financial Bank. The proposed capitalization of the assignee, in conjunction with review of the leasehold finances and the additional capitalization provided, as indicated below, demonstrate adequate financial condition on the part of the assignee to provide for the continued operation and maintenance of the leasehold.

b) The effective purchase price is $5,447,000.50 if the assignment is completed on or before the outside closing date of June 30, 2005. The sales price, as reviewed by the Department, is higher than what would be justified if based solely on the present income generated on the leasehold by the current use. However, the assignee has advised that it believes the price is justified by the leasehold's future development potential which they believe is feasible with a lease extension and in conjunction with development of the adjacent County parking lot, Parcel NR, for which the Department has obtained your Board's approval for an exclusive right to negotiate for a ground lease and mixed-use development project, since the assignee was the successful respondent to the "Request for Proposals for Development of Hotel and/or Other Uses on Parcels GR, IR and NR in Marina del Rey." In addition, the County has advised, and the Waterfront has agreed, that the County will utilize its lower assessment of value for the leasehold as the baseline for computation of its extension fee and for assessment of net proceeds of sale or financing in the event that an extended lease is negotiated, to assure that the County is not disadvantaged in the receipt of extension fees and that the County's share of proceeds on sale or refinancing is based on the lower value, thus maximizing the payments to the County in such event.

To minimize any concern that the Assignee may be unable to perform its obligations under the lease, The Waterfront has agreed, as a condition of the assignment, to provide additional cash assets to the capitalization of the proposed Assignee entity, in the amount of $956,000, $506,000 of which is to ensure the payment of rent and other leasehold obligations and $450,000 of which is to ensure correction of certain specified maintenance items on the Parcel. Such additional cash contributions are restricted in use solely for the purposes above referenced, provided however, that the $450,000 allocated to ensure correction of specified maintenance deficiencies shall become unrestricted when the specified maintenance deficiencies have been corrected to County's satisfaction. Nonetheless, we have advised the assignee that there is no guarantee that a lease extension for this leasehold or approvals for an overall development plan with Parcel NR will be granted by the County.

In addition, the County has advised, and the lessee has agreed, that the County will utilize its lower assessment of value for the leasehold as the baseline for computation of its extension fee and for assessment of net proceeds in the event of sale, in the event that

c) The proposed property manager, EMC Development, a California limited liability company (an affiliate of the assignee), is recognized as an experienced multi-family and mixed-use developer and manager. Waterfront has contracted with John Wong, an experienced restaurant operator, for the continued operation of the restaurant facilities.

The proposed Amendment herein expands the definition of an assignment in this lease to include limited liability companies. The lease currently provides that subject to enumerated exceptions, the lessee may not assign all or part of its interest in the lease without the prior written consent of the County and that for purposes of Section 22 of the lease, the change in one or more general partners in a limited partnership and the sale or transfer of fifty percent or more of the stock in a corporation that owns the leasehold constitutes an event of assignment. County Counsel has indicated that since the proposed new lessee is a limited liability company, it is appropriate to amend the lease to define that the change in one or more of the managing members or the sale, assignment, or transfer of fifty percent or more of the ownership interests of a limited liability company shall be considered an event of assignment subject to County's approval. The proposed assignee, Waterfront, has agreed to execute this proposed amendment, requested by the County, upon the close of their escrow.

Implementation of Strategic Plan Goals

This recommendation is consistent with the County's Strategic Plan Goal, Service Excellence, in that it allows the transfer of the leasehold interest from one legal entity to another to accommodate completion of a bona fide financial transaction, while maintaining appropriate management of the leasehold.

FISCAL IMPACT/FINANCING

No cost to County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 4, 1966, the County entered into a 60-year lease, effective from the date of April 1, 1966, for Parcel 33R, Harbor House Restaurant. The parcel consists of approximately 94,969 square feet of land and 13,043 square feet of water area. It is improved with two restaurants, the Harbor House Restaurant and Edie's Diner, and a dock.

The current lessee, MIC, entered into a Purchase and Sale Agreement dated August 6, 2003, with EMC Investment Company, a Nevada corporation, ("EMC") to sell the Parcel 33R leasehold. EMC has assigned all of its right, title and interest to purchase the leasehold interest for Parcel 33R, to Waterfront, which is owned and controlled by the same principals of EMC, under an Assignment of Purchase and Sale Agreement dated March 7, 2005. The proposed assignee, Waterfront, is a single purpose entity created to hold and operate the leasehold interest. Waterfront is 99% owned by Edward M. Czuker, an individual, and 1% owned by EMC Development, with Edward M. Czuker as the primary principal. The managing member of Waterfront is EMC Development. The leasehold will be managed by EMC Development, which is experienced in managing a large portfolio of multi-family residential and mixed- use projects. Waterfront has contracted with John Wong, an experienced restaurant operator, for the continued operation of the restaurant facilities.

The proposed assignee, Waterfront, has agreed to assume the responsibility for the outstanding lease, maintenance, and rent obligations that have arisen from the date of the last audit.

The Small Craft Harbor Commission at its meeting of June 8, 2005, _____ the Director's recommendation that your Board approve and execute the Consent and the Amendment, both of which have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed assignment of the lease and lease amendment are categorically exempt under the provisions of the California Environmental Quality Act pursuant to Classes 1(r) and 4(j) of the County's Environmental Document Reporting Procedures and Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not applicable.

CONCLUSION

Please have the Chair execute three copies of the Consent and instruct the Executive Officer of the Board to acknowledge the Chair's signature. Return two executed copies of the Consent to the Department of Beaches and Harbors, retaining one executed copy for your files.

The Director will provide copies of Amendment No. 6 to Lease No. 10665 to the Executive Officer of the Board for execution by the Chair, after execution by Waterfront. Please send two fully executed copies of the Amendment to the Department of Beaches and Harbors, retaining a copy for your files.

Please instruct the Executive Officer of the Board to return to the Department an approved copy of this letter.

Respectfully submitted,

Stan Wisniewski
Director

SW:PW
Attachments (2)

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

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Brown, Winfield & Canzoneri, Inc.
300 South Grand Avenue, Suite 1500
Los Angeles, California 90071
Attention: C. Geoffrey Mitchell, Esq.

ASSIGNMENT OF LEASE AND DEED

The undersigned grantor declares:

[insert documentary transfer tax declaration]

MARINA INVESTMENT COMPANY, a joint venture ("**Assignor**"), does hereby assign, transfer, grant, convey and set over to THE WATERFRONT - MARINA DEL REY, LLC, a Delaware limited liability company ("**Assignee**"), all of its right, title and interest in and to that certain Amended and Lease (Parcel33R Lease No. 10665), dated May 4, 1966 (the "**Lease**"), made and entered into by and between the COUNTY OF LOS ANGELES ("**County**"), as lessor, and Assignor, as lessee, covering the leased premises commonly referred to as Parcel 33R situated in the Marina del Rey Small Craft Harbor in the County and legally described on Exhibit A attached to this Assignment of Lease ("**Property**"), to have and to hold the same for and during the rest, residue and remainder of the Term of the Lease (the "**Assignment**"). Assignee hereby accepts the Assignment pursuant to the terms of the Acceptance of Assignment of Lease, executed by Assignee, attached hereto as Exhibit B. All capitalized terms used but not otherwise defined herein shall have the same meanings given such terms in the Lease.

For valuable consideration, receipt of which is hereby acknowledged, Assignor, hereby GRANTS to Assignee, all of Assignor's right, title and interest in and to, the improvements, which improvements are and shall remain real property, to the Property.

Assignor hereby agrees, for the express benefit of County, to the terms, covenants and conditions set forth in the Consent to Assignment of Lease executed by County at Assignor's request, attached hereto as Exhibit C, in connection with the herein described Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Lease and Deed as of the date set forth below.

Dated: June 1, 2005

MARINA INVESTMENT COMPANY,
a California Joint Venture

By: Rezzonico Investment Co.,
a California limited partnership
Joint Venturer

By: Eva Rezzonico,
General Partner

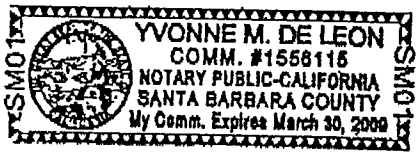
By: _____
Louis A. Rezzonico, Jr., Co-Attorney
in Fact for Eva Rezzonico

By: _____
Mary Ann Latham, Co-Attorney in
Fact for Eva Rezzonico

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Barbara)

On June 1, 2005, before me, Yvonne DeLeon, Notary Public, personally appeared Louis A. Rezzonico, Sr., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Yvonne M. DeLeon
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2005, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

IN WITNESS WHEREOF, Assignor has executed this Assignment of Lease and Deed as of the date set forth below.

Dated June 1st, 2005

MARINA INVESTMENT COMPANY,
a California Joint Venture

By: Rezzonico Investment Co.,
a California limited partnership
Joint Venturer

By: Eva Rezzonico,
General Partner

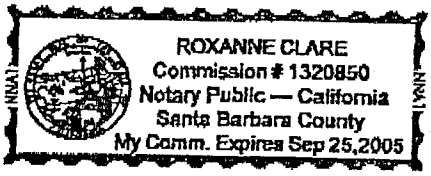
By: _____
Louis A. Rezzonico, Jr., Co-Attorney
in Fact for Eva Rezzonico

By: _____
Mary Ann Latham, Co-Attorney in
Fact for Eva Rezzonico

STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA BARBARA)

On June 1, 2005, before me, Roxanne Clare, Notary Public, personally appeared Mary Ann Latham, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2005, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

ACCEPTANCE OF ASSIGNMENT OF LEASE

THE WATERFRONT – MARINA DEL REY , LLC, a Delaware limited liability company (**"The Waterfront"**), does hereby accept from MARINA INVESTMENT COMPANY, a joint venture (**"Marina Investment"**), the assignment of that certain Lease No. 10665, dated May 4, 1966, as amended (**"Lease"**), made and entered into by and between the COUNTY OF LOS ANGELES (**"County"**), as lessor, and Marina Investment, as lessee, covering the leased premises situated in the Marina del Rey Small Craft Harbor of the County, herein sometimes referred to as Parcel 33R, legally described on Exhibit "A" attached hereto and incorporated herein, and does hereby assume and agree to perform all obligations past, present and future, created by the terms, covenants, and conditions of said Lease on the part of lessee therein named to be performed.

The Waterfront acknowledges that the County has advised it that the rent and other charges due from the lessee have been paid through _____, as verified by formal audit, and that all sums determined to be due to County as a result of that audit have been satisfactorily paid to County and that rent and other charges due from the lessee have been received by the County in a timely manner for the time period from _____ to the present, but that such payments are subject to formal audit to confirm that the lessee met its rental payment obligations under the Lease. The Waterfront further acknowledges that once this assignment is complete, it will be responsible for payment of such amounts, if any, determined by any such audit to be due and payable to the County, as well as such future audits conducted for time periods during which The Waterfront is lessee under the Lease.

The Waterfront acknowledges that the County, in conjunction with this proposed lease assignment, has reviewed the lessee's payment history and audit records and discovered that the lessee has missed several payments of minimum rent and percentage rent (as disclosed in County's May 23, 2005, letter to the lessee) and an under payment balance (as shown on the draft audit report) and The Waterfront is responsible for payments should the lessee fails to pay such amounts prior to completion of this lease assignment.

The Waterfront further acknowledges that the County has advised it that certain conditions currently exist on the leasehold premises, which are described in Exhibit B attached hereto and incorporated herein. The Waterfront acknowledges that the actual conditions on the leasehold premises may be more or less severe than the descriptions contained in Exhibit B and that its responsibilities regarding the maintenance, repair and replacement of improvements under the lease extend to the actual conditions of the leasehold premises. The Waterfront specifically acknowledges that certain maintenance deficiencies listed on Exhibit B need approvals and permits from various governmental agencies and The Waterfront agrees to assume all responsibility for obtaining such approvals and correcting the deficiencies in the event that the current lessee fails to complete same prior to completion of the assignment. The Waterfront also acknowledges that the County has issued a notice of default for the unauthorized mooring of boats on

the leased premises and the current lessee is in litigation to terminate said sub-sublease in an attempt to cure said default. The Waterfront further acknowledges responsibility to diligently prosecute the litigation to its successful completion or to otherwise take diligent measures to cure such default.

The Waterfront acknowledges that as a condition to County's approval of the Consent to Assignment of Lease, The Waterfront is required to provide evidence to the County that it has cash assets in the minimum amount of $956,000, with (i) $506,000 allocated to and available for the payment of ground rents and operating expenses for Parcel 33 and (ii) $450,000 available for and allocated to the payment of maintenance, repair and capital improvement expenses for the improvements on Parcel 33. The Waterfront agrees to utilize such available cash assets solely for such purposes; provided that the $450,000 allocated to maintenance, repair and capital expenses shall become unrestricted and may be used for any purpose when the maintenance deficiencies listed on Exhibit B have been cured.

This assignment shall be conditioned and effective upon the close of escrow and upon the full satisfaction of those conditions imposed by the County as set forth in its Consent to Assignment of Lease relating to this Assignment.

This Acceptance of Assignment of Lease and The Waterfront's assumption of past, present and future obligations created by the terms, covenants and conditions of the Lease shall in no way serve to cancel, limit or impair, as between Marina Investment and The Waterfront, any separate agreements between them relating to any past, present and/or future obligations under the Lease, except that any such agreement shall not serve to cancel this Assignment once it has become complete, or to impair the County's right to obtain The Waterfront's full compliance with the terms of the Lease.

/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/

Dated the ____ day of _____, 2005.

THE WATERFRONT–MARINA DEL REY, LLC,
a Delaware limited liability company

By: EMC Development, A Limited Liability Company,
a California limited liability company,
Managing Member

By:_____
Edward M. Czuker, President

EXHIBIT A

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 33R

Parcels 490 to 493 inclusive, and 537 to 541 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.

Excepting therefrom that portion thereof which lies within the following described boundaries:

Beginning at a point in the southerly line of said Parcel 541 distant North 85°59'32" East thereon 145.00 feet from the southwesterly corner of said last mentioned parcel; thence North 4°00'28" West to the northwesterly line of said last mentioned parcel; thence northeasterly and easterly along said northwesterly line and the northerly line of said last mentioned parcel to the center line of that certain 20 foot easement for fire access, storm drain and harbor utilities purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence northerly along said center line to the northwesterly line of said Parcel 537; thence northeasterly along said last mentioned northwesterly line to the northeasterly corner of said last mentioned parcel; thence southerly along the easterly lines of said Parcels 537, 540 and 541 to the southeasterly corner of said Parcel 541; thence westerly along the southerly line of said last mentioned parcel to the point of beginning.

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

DESCRIPTION APPROVED
NOV 19 1964
JOHN A. LAMBIE
County Engineer
BY [signature] DEPUTY

Department of Beaches & Harbors

13837 Fiji Way, Marina del Rey, CA 90292
Telephone (310) 577-5737 Fax (310) 306-2594

Report Printed Date: March 15, 2005

MARINA DEL REY SMALL CRAFT HARBOR -
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

Note: Remedial work indicated below must be completed at the earliest practical date. If "Deadline" date indicated cannot be met, Lessee must submit for approval an alternate date or schedule in order to avoid issuance of a Notice of Default and application of the provisions of Section 36 of the lease.

Parcel No. 33 Harbor House P.O. Box 50106, , Santa Barbara, CA, 93150

No.	Location	Deficiency	Remedy	Remarks	Deadline Date	Age	Immediate	Place
21	Bulkhead fencing	Bulkhead fencing bent/broken	Replace	Consult DBH Planning Div.for replacement	03/05/04	375	No	Landsk
21	Bulkhead walkway	Walkway uneven	Replace	Consult DBH Planning Div.for replacement	03/05/04	375	No	Landside
21	Edie's black linoleum counter kick plate	Damaged	Repair	Repair kick plate at end of counter	03/05/04	375	No	Landside
21	Harbor House awning	Deteriorated condition	Repair		03/05/04	375	No	Landside
21	Harbor House exterior walls	Paint/stain peeling/faded	Paint		03/05/04	375	No	Landside
21	Harbor House landscaping	Weeds/dead vegetation	Repair		03/05/04	375	No	Landside
11	Rafter tails throughout roof	Termite damage	Repair		08/12/02	946	Yes	Landside
11	Seawall panel ENW1	Cracked	Repair	Consult DBH Planning Division prior to repair	06/12/02	1007	Yes	Landside

Total Count for this Inspection Report 9

Inspector RS
Robert Stassi

Approved by: D. Wayne Schumaker

Distribution: Lessee (x) Inspector (x) Res. Mgr. (x) File (x)

EXHIBIT B

CONSENT TO ASSIGNMENT OF LEASE

THE COUNTY OF LOS ANGELES (**"County"**), lessor under that certain lease No. 10665, dated May 4,1966, as amended (**"Lease"**), applicable to that certain premises known as Parcel 33R, Marina del Rey Small Craft Harbor, described in Exhibit "A" attached hereto and incorporated herein by this reference, does hereby consent to the assignment of said Lease by the present lessee, MARINA INVESTMENT COMPANY, a joint venture (**"Marina Investment"**), to THE WATERFRONT – MARINA DEL REY, LLC, a Delaware limited liability company (**"The Waterfront"**), in accordance with that certain Assignment of Lease and Deed and that certain Acceptance of Assignment of Lease prepared in connection with the proposed assignment contemplated thereby (the **"Assignment"**). County further agrees that upon the effective date of said Assignment, Marina Investment shall be fully relieved of, and released from, any and all obligations to County under the Lease accruing on or after the effective date of said Assignment. It is further understood and agreed that County's consent to the Assignment is subject to the following express conditions:

A. This Consent to Assignment shall be null and void and of no further force or effect, until and unless the Assignment is complete and irrevocable in all respects within forty-five (45) days after the date of execution on behalf of the County of this Consent to Assignment of Lease.

B. This Consent to Assignment is contingent upon The Waterfront's assumption and agreement to perform all obligations past, present and future, created by the terms, covenants and conditions of said Lease on the part of the lessee therein named to be performed, as set forth in the Acceptance of Assignment relating to the Assignment, and as otherwise required under the Lease.

C. This Consent to Assignment is contingent upon The Waterfront's execution and prompt delivery to County of Amendment No. 6 to the Lease, a copy of which is attached hereto as Exhibit "B", immediately following the close of the escrow created between Marina Investment and The Waterfront in connection with the Assignment.

D. This Consent is contingent upon County's receipt, prior to County's execution of this Consent, of satisfactory evidence of cash assets of Assignee in the minimum amount of $956,000 available for use as described in the Acceptance of Assignment of Lease attached to the Assignment.

E. The Assignment, having once become complete and irrevocable in all respects, shall thereafter be fully binding upon The Waterfront whether or not Marina Investment and The Waterfront have entered into a separate agreement or understanding to which the County is not a party and which provides for or otherwise purports to affect the Assignment, and whether or not in such event any party thereto alleges, claims or

otherwise shows or proves that there has been a breach, default, violation, or termination of any such separate agreement.

G. The Waterfront shall not make any further assignment or sublease of the Lease, nor any portion thereof, without the written consent of the County as lessor having first been obtained thereto in accordance with, and to the extent required by, the provisions of Section 22.C of the Lease.

Dated the __ day of _____, 2005.

COUNTY OF LOS ANGELES

By: _____
Its: _____

ATTEST:
VIOLET VARONA-LUKENS,
Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR.,
County Counsel

By: _____
Deputy

EXHIBIT A

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 33R

Parcels 490 to 493 inclusive, and 537 to 541 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.

Excepting therefrom that portion thereof which lies within the following described boundaries:

Beginning at a point in the southerly line of said Parcel 541 distant North 85°59'32" East thereon 145.00 feet from the southwesterly corner of said last mentioned parcel; thence North 4°00'28" West to the northwesterly line of said last mentioned parcel; thence northeasterly and easterly along said northwesterly line and the northerly line of said last mentioned parcel to the center line of that certain 20 foot easement for fire access, storm drain and harbor utilities purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence northerly along said center line to the northwesterly line of said Parcel 537; thence northeasterly along said last mentioned northwesterly line to the northeasterly corner of said last mentioned parcel; thence southerly along the easterly lines of said Parcels 537, 540 and 541 to the southeasterly corner of said Parcel 541; thence westerly along the southerly line of said last mentioned parcel to the point of beginning.

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

DESCRIPTION APPROVED
NOV 19 1964
JOHN A. LAMBIE
County Engineer
BY Elyse Tsukutake DEPUTY

EXHIBIT B

AMENDMENT NO. 6 TO LEASE NO. 10665
PARCEL NO. 33R – MARINA DEL REY SMALL CRAFT HARBOR

THIS AMENDMENT TO LEASE is made and entered into this ___ day of _____, 2005 (**"Effective Date"**).

BY AND BETWEEN

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

THE WATERFRONT – MARINA DEL REY, LLC,
a Delaware limited liability company,
hereinafter referred to as **"Lessee"**

WITNESSETH

WHEREAS, County and Lessee's predecessor in interest entered into Lease No. 10655 under the terms of which County leases 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, commonly known as Parcel 33R, which leasehold premises (the **"Premises"**) is more particularly described on Exhibit "A" attached hereto and incorporated herein (the lease and all amendments thereto are collectively referred to herein as the **"Lease"**); and

WHEREAS, Section 22(C) of the Lease provides that subject to enumerated exceptions, Lessee may not assign all or any part of its interest in the Lease without the prior written consent of the County, and that for purposes of said Section 22(C), the change in one or more general partners in a limited partnership and the sale, assignment or transfer of fifty percent (50%) or more of the stock in a corporation which owns, or is the general partner in a partnership which owns, the leasehold constitutes an event of assignment; and

WHEREAS, in consideration of the County's approval of the transfer of the Lease to Lessee, the parties desire to amend Section 22(C) of the Lease to define what changes in management and ownership of a limited liability company shall be considered an event of assignment under said Section.

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

1. **SUBLEASES, ASSIGNMENTS, AND SUCCESSORS**. Commencing as of the Effective Date, Section 22(C) of the Lease is amended by adding subsection (3) immediately after subsection (2) to read as follows:

"(3) The change in one or more of the managing members in a limited liability company which owns the leasehold, except by death of a managing member and his or her replacement by a vote of the remaining members, or the sale, assignment, or transfer of fifty percent (50%) or more of the ownership interest in a limited liability company which owns, or is the general partner in a partnership which owns, the leasehold."

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

/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/
/

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment No. 6 to Lease No. 10665 to be subscribed by the Chair of said Board and attested by its Executive Officer, and the Lessee has executed the same.

THE WATERFRONT-MARINA DEL REY, LLC,
a Delaware limited liability company

By: EMC Development, A Limited Liability Company,
a California limited liability company,
Managing Member

By: _____
Edward M. Czuker, President

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS,
Executive Officer of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By: _____
Deputy

EXHIBIT A

LEGAL DESCRIPTION

Marina Del Rey
Lease Parcel No. 33R

Parcels 490 to 493 inclusive, and 537 to 541 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.

Excepting therefrom that portion thereof which lies within the following described boundaries:

Beginning at a point in the southerly line of said Parcel 541 distant North 85°59'32" East thereon 145.00 feet from the southwesterly corner of said last mentioned parcel; thence North 4°00'28" West to the northwesterly line of said last mentioned parcel; thence northeasterly and easterly along said northwesterly line and the northerly line of said last mentioned parcel to the center line of that certain 20 foot easement for fire access, storm drain and harbor utilities purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence northerly along said center line to the northwesterly line of said Parcel 537; thence northeasterly along said last mentioned northwesterly line to the northeasterly corner of said last mentioned parcel; thence southerly along the easterly lines of said Parcels 537, 540 and 541 to the southeasterly corner of said Parcel 541; thence westerly along the southerly line of said last mentioned parcel to the point of beginning.

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

DESCRIPTION APPROVED
NOV 19 1964
JOHN A. LAMBIE
County Engineer
BY [signature] DEPUTY

"To enrich lives through effective and caring service"

Caring for Your Coast
Los Angeles County Beaches & Harbors

Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

June 2, 2005

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

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

BOARD OF SUPERVISORS ACTIONS ON ITEMS RELATING TO MARINA DEL REY

On May 24, 2005, the Board of Supervisors held a de novo hearing on Fantasea Yachts and Yacht Club's Conditional Use Permit to authorize the continued use of an existing banquet facility with the sale of a full line of alcoholic beverages for on-site consumption located at 4215 Admiralty Way, Marina del Rey.

The Board closed the hearing and took the following actions:

1. Indicated its intent to deny the appeal relating to this Conditional Use Permit.

2. Indicated its intent to approve the Conditional Use Permit, and sustained the Regional Planning Commission's decision to approve; and

3. Instructed County Counsel to prepare findings and conditions for final approval.

DESIGN CONTROL BOARD MINUTES

The minutes from the May 23, 2005 meeting have not been finalized and are not available at this time.

MARINA DEL REY LOCAL COASTAL PROGRAM PERIODIC REVIEW

On May 25, 2005 the Coastal Commission issued their 144-page staff report regarding the Periodic Review of the Marina del Rey Local Coastal Program (LCP). Members of your Commission received direct mail copies of the LCP Periodic Review Staff Recommendation shortly thereafter and it is available on the Coastal Commission's website. The Coastal Commission will hold a hearing on the LCP Periodic Review on Tuesday, June 7, 2005, in San Pedro (see attached notice).

Staff is recommending that the Coastal Commission open the hearing at that time and continue it to allow for additional public comment and action at a future meeting, presumably in southern California. Department staff will continue to report to your Commission on the status of these deliberations throughout the LCP Periodic Review process.

RESPONSE TO PUBLIC CONCERNS

There were concerns raised at the May 25, 2005 meeting relating to floating homes. Since there is a pending lawsuit as well as many related complex issues that staff must research, we are unable to report to you on the matter at this time. Upon completion of our investigation, we will report our findings to the Commission.

SW:tm

STATE OF CALIFORNIA - THE RESOURCES AGENCY

CALIFORNIA COASTAL COMMISSION

45 FREMONT, SUITE 2000
SAN FRANCISCO, CA 94105- 2219
VOICE AND TDD (415) 904- 5200
FAX (415) 904- 5400

REC'D MAY 23 2005

Department of Beaches and Harbors
MAY 23 '05

IMPORTANT PUBLIC HEARING NOTICE

MARINA DEL REY PERIODIC LCP REVIEW

Public hearing and possible Commission action on Periodic Review of Implementation of Los Angeles County's Marina Del Rey LCP.

HEARING DATE AND LOCATION:

DATE:	**Tuesday, June 7, 2005**
TIME:	**Meeting begins at 9:00 a.m.,** Item **Tu 7a**
PLACE:	**SHERATON LOS ANGELES HARBOR** 601 South Palos Verdes Street, San Pedro Tel. No.: (310) 519-8200

HEARING PROCEDURES

This item has been scheduled for a public hearing and possible action. People wishing to testify on this matter may appear at the hearing and/or may present their concerns in writing to the Commission before the hearing date.

AVAILABILITY of STAFF REPORT: The Staff Report will be available on request from Commission staff. For a copy, please contact the San Francisco office at (415) 904-5280 or the Long Beach Office at (562) 590-5071. Or, it will be available on the Commission's website at **http://ceres.ca.gov/coastalcomm/index.html.**

SUBMISSION OF WRITTEN MATERIALS:

If you wish to submit written materials for review by the Commission, please observe the following suggestions:

- We request that you submit your materials to the Commission staff no later than three working days before the hearing (staff will then distribute your materials to the Commission).
- Mark the agenda number of your item, the application number, your name and your position in favor or opposition to the project on the upper right hand corner of the first page of your submission. If you do not know the agenda number, contact the Commission staff person listed on page 2.
- If you wish, you may obtain a current list of Commissioners' names and addresses from any of the Commission's offices and mail the material directly to the Commissioners. If you wish to submit materials directly to Commissioners, we request that you mail the materials so that the *Commissioners receive the materials no later than Thursday of the week before the Commission* meeting. Please mail the same materials to all Commissioners, alternates for Commissioners, and the four non-voting members on the Commission with a copy to the Commission staff person listed below.

- You are requested to summarize the reasons for your position in no more than two or three pages, if possible. You may attach as many exhibits as you feel are necessary.
- **Please note:** While you are not prohibited from doing so, you are discouraged from submitting materials to the Commission at the day of the hearing, unless they are visual aids, as it is more difficult for the Commission to carefully consider late materials. The Commission requests that if you submit written copies of comments to the Commission on the day of the hearing, that you provide 20 copies.

ALLOTTED TIME FOR TESTIMONY: Oral testimony may be limited to 5 minutes or less for each speaker depending on the number of persons wishing to be heard.

Questions regarding the report or the hearing may be directed to Pam Emerson and Al Padilla, at the Commission's South Coast District office, 200 Oceangate, 10th Floor, Long Beach, California 90802 or (562) 590-5071 or to Liz Fuchs, at the Commission's San Francisco office, 45 Fremont Street, Suite 2000, San Francisco, California 94105 (415) 904-5287.

"To enrich lives through effective and caring service"

Los Angeles County Beaches & Harbors
Caring for Your Coast

Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

June 2, 2005

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director Stan Wisniewski

SUBJECT: **AGENDA ITEM 6b – COUNTY COUNSEL INVESTIGATION OF ROBERT'S RULES OF ORDER REGARDING TIMING OF MOTIONS BY THE COMMISSION**

At your May 25, 2005 meeting, you requested clarification as to whether it is appropriate for a Commission member to introduce a motion before or after public comment on an item. County Counsel Thomas Faughnan advises that Robert's Rules of Order do not address the order of public comment relative to a motion. He further advises that your Commission rules provide that after Department staff or a Commission member introduces an item and gives its report, the Commission takes public comment, and then if action is warranted a motion should be made by one of the Commissioners.

Mr. Faughnan will be at your Commission meeting to respond to any questions you may have on this issue.

Please call me if you have questions or need additional information.

SW:tm

13837 Fiji Way • Marina del Rey • CA 90292 • 310.305.9503 • fax 310.821.6345 • internet: http://beaches.co.la.ca.us

Los Angeles County
Beaches & Harbors
Caring for Your Coast

To enrich lives through effective and caring service

Stan Wisniewski
Director

Kerry Gottlieb
Chief Deputy

June 2, 2005

TO: Small Craft Harbor Commission

FROM: Stan Wisniewski, Director

SUBJECT: **ITEM 6c – STATUS OF MARINA DEL REY DREDGING**

As part of its maintenance obligation to keep the Marina del Rey federal channel open and navigable, the U. S. Army Corps of Engineers (Corps) last dredged the Marina del Rey channel and its entrances in 2000 and has since done annual soundings to monitor shoaling in the Marina's entrances. Pursuant to its most recent sounding in March that evidenced the effect of winter storms, the Corps has advised of its need to dredge about 800,000 cubic yards from the Marina's main channel and north and south entrances, a project nearing design completion that is scheduled for March 2006 if federal funding is budgeted. The attached Corps graphic provides more perspective on the need for dredging. The Marina's entrances, which have a design depth of 21 feet, measure 15-20 feet in some areas – note the Sheriff's Harbor Patrol buoys off waters at or less than 10 feet for public safety.

Since the last dredging, our Department has worked closely with our federal representatives, the Corps and the Chief Administrative Office to anticipate the need for continued federal funding to support engineering design and ongoing maintenance dredging of Marina del Rey. We also have served on several multi-jurisdictional study efforts and task forces to determine both short- and long-term solutions for regional sediment supply, dredged materials management and handling and proper disposal of contaminated sediments. As you can see from a review of the following table covering Fiscal Years 2004 through 2006, we have so far been able to secure only $100,000 in federal funding for design.

Marina del Rey Maintenance Dredging
Summary of Corps Appropriations Requests

Federal Fiscal Year	Los Angeles County/C-MANC* Recommendation	President's Budget	Conference Report Results
FY 2004	$200,000 (design only)	$0	$100,000 (design only)
FY 2005	$4,000,000 (complete design + construction)	$0	$0
FY 2006	$7,990,000 (construction + STAR[1])	$0	(undetermined; in process)

*C-MANC is the California Marine and Navigation Conference, a professional marine advocacy organization.

[1] Storage, Treatment And Recycling facility, pilot project to process contaminated sediment for adjacent beach reuse

With respect to FY 2006 and in coordination with the Chief Administrative Office and the County's Washington, D.C. lobbyist, we submitted all of our appropriations requests to Congress through Senators Dianne Feinstein and Barbara Boxer and Representative Jane Harman in line with the appropriations request cycle. Support letters were written and calls made to garner support for our requests in both Washington, D.C. and California. We also hosted Colonel Alex Dornstauder, newly assigned as the Los Angeles District Corps District Engineer from his appointment as Chief of Staff for the Gulf Region Division in Baghdad, Iraq, taking him aboard the U.S. Coast Guard "Halibut" to see firsthand the Marina's entrances.

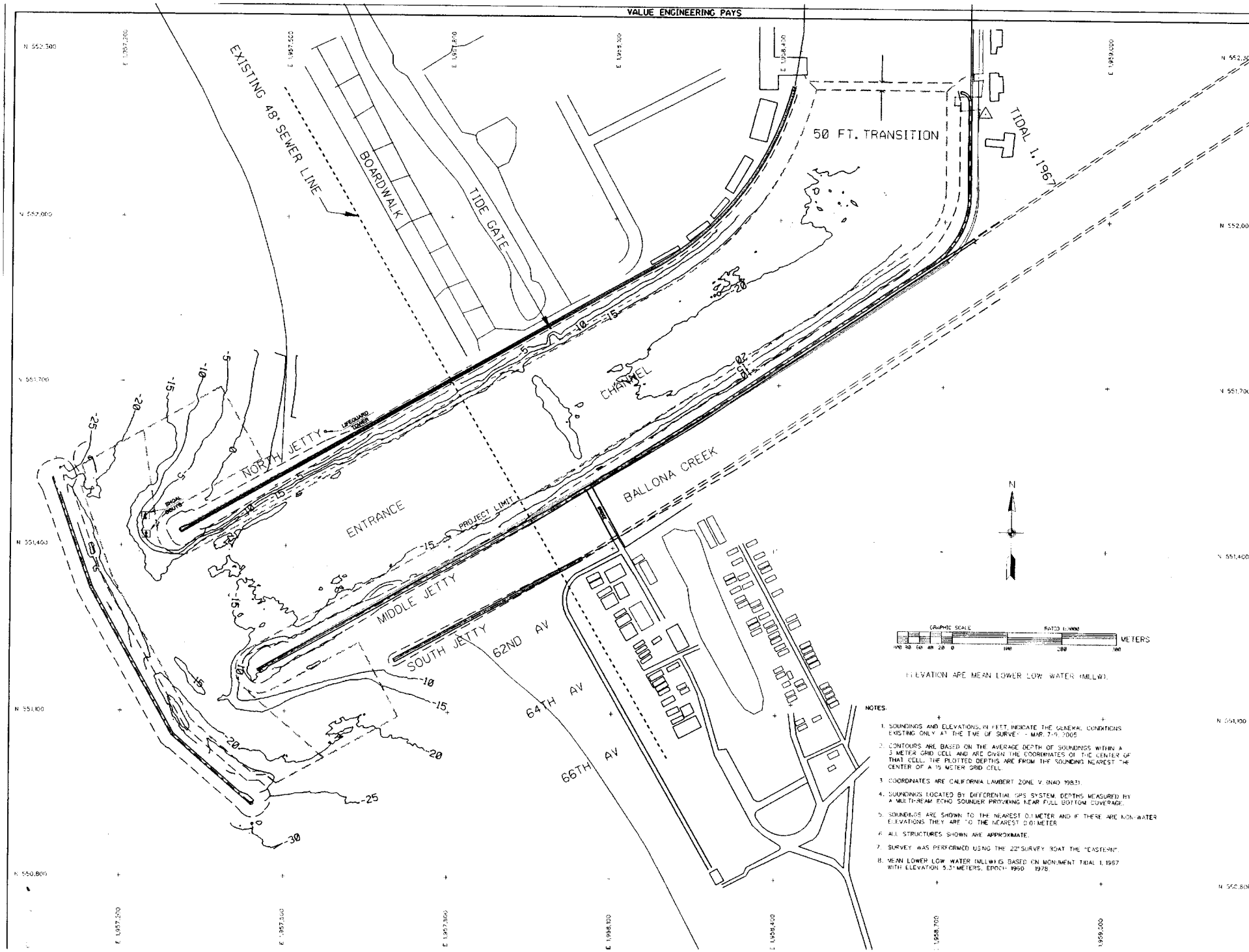
Unfortunately, the recently approved House of Representatives' Energy & Water Appropriations Bill did not include funding for Marina del Rey dredging. The County's Washington lobbyists are continuing to work with Members of Congress to secure the necessary funding.

We will be available to answer any questions you might have.

SW:KGS:JJC:kgs

Attachment

VALUE ENGINEERING PAYS



ELEVATION ARE MEAN LOWER LOW WATER (MLLW).

NOTES:

1. SOUNDINGS AND ELEVATIONS, IN FEET, INDICATE THE GENERAL CONDITIONS EXISTING ONLY AT THE TIME OF SURVEY - MAR. 7-9, 2005
2. CONTOURS ARE BASED ON THE AVERAGE DEPTH OF SOUNDINGS WITHIN A 3 METER GRID CELL AND ARE GIVEN THE COORDINATES OF THE CENTER OF THAT CELL. THE PLOTTED DEPTHS ARE FROM THE SOUNDING NEAREST THE CENTER OF A 15 METER GRID CELL.
3. COORDINATES ARE CALIFORNIA LAMBERT ZONE V. (NAD 1983).
4. SOUNDINGS LOCATED BY DIFFERENTIAL GPS SYSTEM, DEPTHS MEASURED BY A MULTI-BEAM ECHO SOUNDER PROVIDING NEAR FULL BOTTOM COVERAGE.
5. SOUNDINGS ARE SHOWN TO THE NEAREST 0.1 METER AND IF THERE ARE NON-WATER ELEVATIONS THEY ARE TO THE NEAREST 0.01 METER.
6. ALL STRUCTURES SHOWN ARE APPROXIMATE.
7. SURVEY WAS PERFORMED USING THE 22' SURVEY BOAT THE "EASTERN".
8. MEAN LOWER LOW WATER (MLLW) IS BASED ON MONUMENT TIDAL 1, 1967 WITH ELEVATION 5.31 METERS, EPOCH 1960 - 1978.

SYMBOL	DESCRIPTIONS	DATE	APPROVAL
	REVISIONS		

NAVIGATION IMPROVEMENT
LOS ANGELES COUNTY, CALIFORNIA
MARINA DEL REY HARBOR
CONDITION SURVEY
MARCH 7-9, 2005

U.S. ARMY ENGINEER DISTRICT
LOS ANGELES
CORPS OF ENGINEERS

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE:

SUBMITTED BY:
RALPH D. HAMRICK
CHIEF, SURVEY & MAPPING SECTION

DISTRICT FILE NO. B-1796 | SPEC. NO. DACW09-XX-X-XXXX | CADD FILE NAME: MD0204CO-3.DGN