SMALL CRAFT HARBOR COMMISSION
AGENDA
June 11, 2014
10:00 A.M.

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

Audio
1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

Small Craft Harbor Commission Meeting of April 9, 2014.

3. COMMUNICATION FROM THE PUBLIC

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

4. COMMUNICATION WITH THE COMMISSIONERS

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

5. REGULAR REPORTS

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

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

c. Marina Boating Section Report (VERBAL REPORT)

d. Marina del Rey Convention and Visitors Bureau (PRESENTATION)

6. OLD BUSINESS

a. None
7. **NEW BUSINESS**

   a. Presentation by the Department of Public Works on Phase IIIB of the Marina del Rey 18-Inch Water Line Replacement Project (PRESENTATION)

   b. Parcel 15 Boater Displacement Plan Presentation (PRESENTATION)

   c. Parcel 41 Decennial Rent Adjustment (APPROVAL REQUIRED)

8. **STAFF REPORTS**

   Ongoing Activities (DISCUSS REPORTS)
   - Board Actions on Items Relating to Marina del Rey
   - Regional Planning Commission's Calendar
   - California Coastal Commission Calendar
   - Venice Pumping Plant Dual Force Main Project Update
   - Redevelopment Project Status Report
   - Design Control Board Minutes
   - Marina Slip Report
   - Coastal Commission Slip Report
   - Department of Regional Planning Visioning Process

9. **ADJOURNMENT**

   **PLEASE NOTE**

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

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

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

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

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

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

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

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

   **ADA ACCOMODATIONS:** If you require reasonable accommodations or auxiliary aids and services such as material in alternate format or a sign language interpreter, please contact the ADA (Americans with Disabilities Act) Coordinator at (310) 305-9538 (Voice) or (TTY/TDD) users, please call the California Relay Service at 711. The ADA Coordinator may be reached by email at rstassi@bh.lacounty.gov.

   Si necesita asistencia para interpretar esta información llame al (310) 305-9503.

   **ADA ACCOMODATIONS:** Si necesita asistencia para interpretar esta información, llame a este numero: 310-822-4639.
Commissioners: Dennis Alfieri, Vice Chair; Russ Lesser, Commissioner; David Lumian, Commissioner; Allyn Rifkin, Chair (excused absence) Vanessa Delgado, Commissioner (excused absence)

Department of Beaches and Harbors: Gary Jones, Acting Director; Steve Penn, Acting Chief, Asset Management Division; Alexandra Nguyen-Rivera, Real Property Agent II, Asset Management Division; Charlotte Miyamoto, Chief, Planning Division; Carol Baker, Chief, Community and Marketing Division; Debra Talbot, Manager, Community and Marketing Division.

County: Amy Caves, Senior Deputy County Counsel; Deputy Bryan White, Sheriff’s Department.

Vice Chair Alfieri called the meeting to order at 10:05 a.m. followed by the Pledge of Allegiance and read the Commission’s policy on public comments.

Approval of Minutes:
Jon Nahhas commented on the night meeting request and asked for more written information in the minutes which would provide transparency on record.

Commissioner Lumian said on page 5 of the minutes the Commissioners voted to have the next meeting be an evening meeting to focus on the Visioning Process of Marina del Rey which would include Fisherman’s Village and request that the minutes be corrected. He also stated that staff attempted to coordinate an evening meeting in March but was unsuccessful, but that a May 28 evening has been confirmed.

Commissioner Lumian motion to amend Item 8, Staff Report on page 5, the motion should state “Motion to move that next meeting be an evening meeting and focus on Visioning Process of Marina del Rey and Fisherman’s Village.” Seconded by Commissioner Lesser, unanimously approved.

Ayes: 3 – Vice Chair Alfieri, Mr. Lumian, and Mr. Lesser

Commissioner Lesser asked County Counsel to respond to Mr. Nahhas comments on the minutes.

Ms. Caves answered that minutes are a summary and not a transcript of the meeting and what the Department has been providing is legally sufficient.

Commissioner Lesser stated that he understands that minutes are not transcripts but in the future he would like the minutes to reflect the intensity of how the Commission may feel.

Vice Chair Alfieri requested to have a part of the statement from page 4 removed that reads “but is against moving the launch ramp”.

Commissioner Lumian motion to amend Item 8, Staff Report on page 4 the statement should read “Mr. Alfieri states that he has not read the report in depth and would like to not comment at this time.” Seconded by Commissioner Lesser, unanimously approved.

Ayes: 3 – Vice Chair Alfieri, Mr. Lumian, and Mr. Lesser

Motion to approve the February 12, 2014 minutes as amended by Commissioner Lumian, seconded by Commissioner Lesser, unanimously approved.

Ayes: 3 – Vice Chair Alfieri, Mr. Lumian, and Mr. Lesser

Item 3 – Communication from the Public:
Sander Johnson informed the Commission that he has a 28’ boat at Bar Harbor and is being evicted due to redevelopment. He has been unsuccessful in finding a slip.
Commissioner Lumian asked which marinas he has contacted.

Sander Johnson responded Avalon, Pier 44, Neptune and Dolphin Marina.

Commissioner Lumian stated there are a number of vacancies in the Marina and asked staff to assist.

Mr. Jones responded that staff will certainly find out what the issue is and assist Mr. Johnson.

Vice Chair Alfieri believes that the Department should have someone on staff that can provide assistance.

Mr. Jones agreed.

Commissioner Lesser asked for a report on the outcome at the next meeting.

Mr. Jones stated that any investigation done by the Department can be reported, but any proprietary information regarding the application cannot be divulged. He reported that the lessee of Bar Harbor is to come before the Commission regarding the displacement plan which has to be approved by the County.

Commissioner Lumian stated it would be helpful to have a meeting with boat owners at Bar Harbor to provide information as to what anchorages are available.

Mr. Jones responded that it is typical for the lessee and the marina operator to conduct meetings with their boaters to provide resources on relocating slips and information on moving back to the marina post construction in the displacement plan.

Vice Chair Alfieri asked for a report on who will be assigned to assist.

Mr. Jones stated that when the Bar Harbor item is presented a staff report will be provided.

William Vreszk commented he is a liveaboard at Bar Harbor and has been unsuccessful in locating a slip.

Jon Nahhas commented that the public should be informed about the new LCP Amendment regarding small boaters. He also mentioned that he was unable to read the vacancy report and commented on the vacancy rate.

Vice Chair Alfieri stated that the Department should be able to assist the boaters and ask that staff provide an update to Mr. Johnson’s and Mr. Vreszk’s request.

Lowell Safier discussed his involvement in the community and stated this is the second largest man-made marina in the world and that the Commission needs to convey the message of keeping the community and harbor safe and clean even with all the construction being taken place.

Susanne Cummings stated she is opposing the Mariners Village proposal and pointed out safety concerns with the narrowing of the channel, white caps, and sea life along the seawall. She asked that the Commission keep in mind the safety issues when reviewing this proposal.

Commissioner Lumia asked if this proposal is in the horizon to be brought before the Commission.

Mr. Jones responded that the proposed project is in the works and was presented to the Design Control Board for site plan conceptual review. The project will be brought before the Commission prior to any recommendations for a lease amendment that would facilitate a proposed redevelopment, including the propose lease terms and project scopes.

Commissioner Lesser wanted to know staff opinion on the proposed project.
Mr. Jones stated it was not at the stage yet, but if we do proceed a recommendation would come before the Commission.

Simon Landt, General Manager of Windward Yacht Center, commented on the relocation of the public launch ramp and asked that the Commission oppose the relocation of the launch ramp and keep Windward Yacht Center at Parcel 54.

**Item 4 – Communication with the Commissioners**
Commissioner Lumian had communication with several people.

Vice Chair Alfieri suggested Item 5 be tabled until a representative from the Sheriff Department is available to provide the report. There were no objections.

**Item 5a – Marina Sheriff**
Deputy White reported on the VTIP & AWAF grants. For 2013-2014 only $8,000.00 was granted, and since then, there has been a significant increase in demand for the VTIP request for next year. Since the approval of the grants, all vessels have been demolished except for the remaining pending lien sale. The paperwork for the vessel located at Dockweiler has been submitted for next year. There has also been discussion of combining the two grants together and extending the timeframe from applying annually to a two or three year process. Deputy White briefly discussed the crime stats and liveaboard report.

Jon Nahhas commented on boaters wanting to get rid of their boats and not enough funding to help. He suggested looking for ways to get funding and limiting boats washing ashore.

**Item 5b – Marina del Rey and Beach Special Events**
Ms. Baker highlighted a few of the special events and recreational programs at the park. She also reported on the planning of the Marina del Rey 50th Birthday Celebration.

**Item 5c – Marina Boating Section Report**
Ms. Talbot reported on the pile driving operation which has ceased and barge dismantled; the completion of the walk-thru of the docks at Burton Chace Park; and a boat training course teaching boaters how to operate boats safely. She also discussed various boating events, the MarinaFest, and the Historical Society of Marina del Rey.

**Item 6a – Old Business**
None

**Item 7a– Marina Sheriff VTIP & AWAF Grant Report**
Deputy White discussed the VTIP & AWAF Grant report under Item 5a.

**Item 7b– Departmental Fee Revisions and New Fees in Marina del Rey**
Mr. Jones stated that staff is present to discuss the proposed fee increase package that is going before the Board of Supervisors on April 22, 2014. Any comments made by the Commission will be reflected in the board letter.

Ms. Doucette provided an overview of the proposed Departmental fee revisions and new fees. She stated fees have not been adjusted since 2009 and discussed the process on how the proposed fees were determined. The changes will affect parking fees, the launch ramp, permits, wedding packages, new fees for motorized storage and new annual senior parking passes. However, parking fees need to go before the Coastal Commission for approval. If approved, the proposed changes are expected to generate an additional $1.2 million annually.

Commissioner Lumian asked about the WATER program and how the new cost came about.
Ms. Doucette answered that it was based on actual staffing costs and that financial aid was available. Also, the charges are within the costs of similar programs.

Commissioner Lumian suggested that the increase should be phased in.

Commissioner Lesser asked about other sailing classes being offered to the general public in the marina.

Commissioner Lumian answered that the yacht clubs, Girls and Boys Club, and the UCLA program are available to the general public.

Steven Cho commented on the two things that should be looked at when it comes to parking fees - revenue producing goals and access to the community and boaters. He asked the Commission to support implementing an annual pass to help those involved in the community boating programs that use the parking lot on a regular basis.

Commissioner Lumian clarified Mr. Cho’s request to accommodate members of his group and other groups who use the beach on regular basis and some type of special pass. He asked how the Commission can encourage this process.

Mr. Jones responded that the proposed increase in parking fees will incorporate the parking pass for tenants at Marina Beach. He would also like to have something that can be offered to the general public who frequently visit the marina and beaches.

Steven Cho suggested that it can be tied into a Beach Permit, which would cover his group and others, but not everyone.

Jon Nahhas commented on how fee increases deter access and discourages public recreation.

Commissioner Lumian motion to amend to support an annual pass for Marina del Rey. Seconded by Commissioner Lesser, unanimously approved.

Ayes: 3 – Vice Chair Alfieri, Mr. Lumian, and Mr. Lesser

Commissioner Lesser motion to amend to that there should be a phasing in of the increased fees, and for parking lots in Marina del Rey, the fee increase should not exceed the cost-of-living-adjustment since the last adjustment in 2009. Seconded by Commissioner Lumian, unanimously approved.

Ayes: 3 – Vice Chair Alfieri, Mr. Lumian, and Mr. Lesser

Commissioner Lumian motion to amend for staff to re-examine fees for the WATER program in order to keep the program competitive and accessible. Seconded by Vice Chair Alfieri, unanimously approved.

Ayes: 3 – Vice Chair Alfieri, Mr. Lumian, and Mr. Lesser

Vice Chair Alfieri motion for staff to allocate a portion of the income from the fee increases to the VTIP and AWAF program. Seconded by Mr. Lumian, unanimously approved.

Ayes: 3 – Vice Chair Alfieri, Mr. Lumian, and Mr. Lesser

Motion to approve the resolutions to the Departmental Fee Revisions and New Fees in Marina del Rey as amended by Commissioner Lesser, seconded by Commissioner Lumian, motion failed.

Ayes: 2 – Mr. Lumian, and Mr. Lesser

Noes: 1 – Vice Chair Alfieri

Vice Chair Alfieri would like to be on record that he does not agree on raising any fees
Item 8 – Staff Reports
Mr. Jones provided the staff report and announced that there will be a Special Night meeting on Wednesday, May 28, 2014 at 6:00 p.m.

Mr. Penn reported that at the last meeting the Commission requested that staff investigate and provide a report for marinas that have a vacancy rate of over 20%. He reported that there are six marinas on the report and that there was a correction to parcel 41-Catalina Yacht Anchorage’s vacancy rate from 22.3 to 14.86. Mr. Penn proceeded to report on the remaining marinas.

Commissioner Lesser asked to have dockmasters from parcels 8, 21, 43, and 44 attend and report at the next meeting.

Dan Gottlieb commented on a past vacancy report and the mathematics issues.

Jon Nahhas commented on the reporting of vacancy rates and management issues.

Commissioner Lumian would like to know what staff has done to announce the May 28 meeting.

Mr. Penn responded that the Argonaut was notified and the information was posted on the Department website along with notices on social media sites (Facebook, Twitter). An email blast was also sent to those who are on the notification list.

Commissioner Lumian recommended posting a notice at the Launch Ramp, mailing the announcement with rent notices, a press release to LA Times and other media. He also suggested asking the dockmasters and harbor master to announce the meeting to their tenants. Commission Lumian requested that Noble Consultants, representatives from the Coast Guard, and Harbor Patrol be present to answer any questions on May 28th. He also wanted to know what the structure of the meeting is going to be and suggested this be a Public Hearing to focus on one subject.

Ms. Caves stated that typically this would be a Special Meeting because of the difference in time, but she will look into the how a Public Hearing would be used in context to this Commission.

Adjournment

Vice Chair Alfieri adjourned the meeting at 12:27 p.m.
**LOS ANGELES COUNTY SHERIFF’S DEPARTMENT**  
**MARINA DEL REY STATION**  
**PART I CRIMES APRIL 2014**

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

**Source**- LARCIS, Date Prepared May 06, 2014  
CRIME INFORMATION REPORT - OPTION 5A
# Los Angeles County Sheriff’s Department
## Marina del Rey Station
### Part 2 Crimes - April 2014

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

**Source**: LARCIS, Date Prepared May 06, 2014
CRIME INFORMATION REPORT - OPTION 5A
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<th>Part I Crimes</th>
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**Note**: The above numbers may change due to late reports and adjustments to previously reported crimes.

**Source**: LARCIS, Date Prepared – May 06, 2014
CRIME INFORMATION REPORT - OPTION 5A
### Liveaboard Permits Issued

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### Totals:

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Total reported vessels in Marina del Rey Harbor: 4690

Percentage of vessels that are registered liveaboards: 6.16%

Number of currently impounded vessel: 5
June 5, 2014

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

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

**BURTON CHACE PARK WALKING CLUB**
Burton Chace Park • Lobby • 13650 Mindanao Way • Marina del Rey
Tuesdays & Thursdays
10:30 a.m. - 11:30 a.m.

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

For more information call: (310) 305-9595

**BURTON CHACE PARK FITNESS CLUB**
Burton Chace Park • Lobby • 13650 Mindanao Way • Marina del Rey
Wednesdays
11:30 a.m. - 12:30 p.m.

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

For more information call: (310) 305-9595

**BURTON CHACE PARK SENIOR RECREATION PROGRAM**
Burton Chace Park • Lobby • 13650 Mindanao Way • Marina del Rey
2nd and 4th Wednesday of each month
10:00 a.m. - 12:00 p.m.
The Department is offering a new recreational program for senior citizens at Burton Chace Park. Come join fellow seniors for bingo, dancing, art projects, exercising and more.

For more information call: (310) 305-9595

**MARINA DEL REY FARMERS’ MARKET**
Marina “Mother’s” Beach ♦ 4101 Admiralty Way ♦ Marina del Rey
Thursdays
9:00 a.m. – 2:00 p.m.

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

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

**“BEACH EATS” GOURMET FOOD TRUCKS IN MARINA DEL REY**
Marina “Mother’s” Beach ♦ 4101 Admiralty Way ♦ Marina del Rey
Thursdays
5:00 p.m. – 9:00 p.m.

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

For more information call: Marina del Rey Visitors Center at (310) 305-3545

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

**Saturday, June 14**
11 Echo, playing R&B (students from Coast Music Conservatory)

**Sunday, June 15**
Bob DeSena’s Latin Jazz, playing Latin Jazz
**Saturday, June 21**
Floyd & The Fly Boys, playing R&B

**Sunday, June 22**
Upstream, playing Reggae

**Saturday, June 28**
Everyday People, playing Sly Stone Tribute Band

**Sunday, June 29**
Michael Haggins & Friends, playing R&B

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

**SUNSET SERIES SAILBOAT RACES 2014**
Marina del Rey
Wednesdays, through September 10, 2014 (except July 23)
5:30 p.m. – 8:00 p.m.

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

For more information call: (310) 823-4567

**BEACH SHUTTLE**
May 23 – September 28, 2014
Fridays and Saturdays from 10 a.m. – 10 p.m.
Sundays and Holidays from 10 a.m. – 8 p.m.
Concert Thursdays from 5 p.m. – 10 p.m.

Catch a free ride on the Beach Shuttle to and from Playa Vista, Marina del Rey and Venice, and enjoy the surf, sand and surroundings of Marina del Rey in a hassle-free and relaxing way. The Beach Shuttle operates weekends, holidays, and during the Thursday Marina del Rey Summers Concerts, which begin July 10th.

For more information call: Marina del Rey Visitor Center (310) 305-9545
MARINA DEL REY WATERBUS
June 19 – September 1, 2014

For a fun weekend, ride the Marina del Rey WaterBus. Park your car and ride the WaterBus for a unique water's-eye view of Marina del Rey. Eight boarding stops throughout the Marina offer opportunities to shop, dine, and recreate in one of the most beautiful Southern California residential and tourist areas. Bikes and strollers are welcome on board, but no pets are allowed. The fare is $1.00 per person, for a one-way ticket. WaterBus attendants will arrange for land taxi service for passenger needing special assistance to any WaterBus boarding stop for the $1.00 fare. Ample parking is available at nearby Los Angeles County lots for a reasonable fee.

WaterBus Schedule:
Thursday – Saturday: 11 a.m. – midnight
Sundays: 11 a.m. – 9 p.m.

Holiday Schedule
July 4th: 11 a.m. – midnight
Labor Day: 11 a.m. – 9 p.m.

For more information: Visit marinawaterbus.com or call the Marina del Rey Information Center at (310) 305-9545

MARINA DEL REY FOURTH OF JULY FIREWORKS
Friday, July 4, 2014
9:00 p.m.

The twenty-minute traditional fireworks extravaganza over the main channel in Marina del Rey will be presented on Friday 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 lots for a reasonable fee. Premiere viewing locations for the fireworks are Fisherman’s Village and Burton Chace Park.

For more information call: Marina del Rey Visitor Center at (310) 305-9545
THE MARINA DEL REY SUMMER CONCERT SERIES 2014
Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
July 10 through August 30, 2014
7:00 p.m. – 9:00 p.m.

Classical Thursdays
July 10
Opera at the Shore

July 24
William Hagen, violin
Prokofiev, Respighi, Mussorgsky, Tchaikovsky

August 7
Yana Reznik, piano
Gershwin, Addinsell, Safan

August 21
Bernadette Peters*
*performing with her 10-piece orchestra

Pop Saturdays
July 19
Yuna

August 2
Blue Oyster Cult

August 16
Roberta Flack

August 30
Pacific Mambo Orchestra

For more information call: Marina del Rey Visitor Center (310) 305-9454

OLD FASHIONED DAY IN THE PARK
Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
Sunday, July 27, 2014
10:00 a.m. – 3:00 p.m.

Old Fashioned Day in the Park is sponsored by the Classic Yacht Association and the Department. This annual event offers vintage yachts to tour and restored classic cars to view. The event is free and open to the public.

For more information call: (310) 429-3028 or the Marina del Rey Visitors Center at (310) 305-9454

FREE MARINA MOVIE NIGHTS
Burton Chace Park ♦ 13650 Mindanao Way ♦ Marina del Rey
July 31 through August 23, 2014
Movie start time: 8:00 p.m.
The Department presents the return of Free Marina Movie Nights in Burton Chace Park. This summer pack your picnic baskets and bring the family out to the park on Thursday and Saturday nights to enjoy our outdoor movie screening under the stars.

Movie Lineup:
July 31  Annie
August 9  Despicable Me
August 14  Born to be Wild
August 23  The Never Ending Story

For more information call: Burton Chace Park (310) 305-9596
June 5, 2014

TO: Small Craft Harbor Commission
FROM: Gary Jones, Director

SUBJECT: ITEM 7a – MARINA DEL REY 18-INCH WATER LINE REPLACEMENT PHASE IIIB PROJECT PRESENTATION

Item 7a on your agenda is a presentation by Heather Savanapridi, Associate Civil Engineer with the County’s Department of Public Works, on the upcoming construction of the Marina del Rey 18-Inch Water Line Replacement Project, Phase IIIB, scheduled to begin in September 2014. The Phase IIIB Water Line Replacement Project is part of a multi-phase series of pipeline replacement projects that have been taking place in the Marina since 2002. The presentation will cover the project purpose, history, construction timeline, and what to expect during construction.

GJ:SP:ms

Attachment
Marina Del Rey 18-Inch Watermain Replacement Phase IIIB

Presented by:
Heather Savanapridi
Los Angeles County Department of Public Works
Waterworks Districts
Project History

- **Phase I** – Installed 5,500 LF of 24-inch water main
  - Completed in August 2002.
- **Phase II** – Installed 10,380 LF of 18- and 24-inch water main
  - Completed in December 2012
- **Phase IIIA** – Installed 1,155 LF of 10- and 18-inch water main
  - Completed in June 2013
- **Phase IIIB** – Install about 5,935 LF of 18-inch water main along Via Marina and Fiji Way
  - Construction by September 2014
  - Construction Duration: About 8 months
Phase IIIB Project Scope and Limits

- Install 5,935ft Steel Pipeline
- Replace Hydrants
- Install Sampling Stations
- Dual construction crews
Project Benefits

- Replace aged water mains
- Improve water system reliability
- Meet existing domestic and fire flow demands more effectively
- Add 3 sampling stations to better monitor water quality
What To Expect

- Water Service Reconnections – Occurs after main line installation is complete
- Traffic Control
- Trench Restoration – Occurs at the end of construction
- Staging Areas - Contractor will remove fencing and restore staging areas upon project completion
Water Service Shut-downs

- Shut-downs will occur at a maximum of 4 hours at a time
- Coordination will be communicated by Beaches and Harbors by email
- Community will be notified at three different times prior to shut-downs:
  - 14 days
  - 7 days
  - 3 days
- Consultation with individual property managers to arrange best time for shutdown
Traffic Control

- Vehicular and bicycle detours included
- Daily work hours from 8:00 am – 5:00 pm
- Open trenches will be plated or backfilled at end of each day to restore original traffic flow
- 8 phases of traffic control
  - Notifications to transit services, law enforcement, and fire department 14 days prior to each phase of traffic control
- One lane open at all times
- Flag persons will be used to direct traffic where needed
- Signage will help communicate project information to commuters
Via Marina Traffic Control Phases 1-5
Fiji Way Bike Path Detour

- Bike lane located northwest along Fiji Way will be closed throughout construction
- Signage will indicate closure and detour
- Cyclists will be directed to temporary lanes on southeast side of Fiji Way
- Detour will end at the Marvin Braude Bike Path at the terminus of Fiji Way
Staging Areas

- Two staging areas for project to reduce construction traffic
  - Lot 12 on Via Marina at Marquesas Way
  - Lot 1 at Fisherman’s Village on Fiji Way
- Office facility and equipment and material storage
- Fencing and Best Management Practices (BMPs) in place
- Included in Right of Way Entry Permit
- Locations and areas determined through extensive input provided by Beaches and Harbors and lessees
- Overflow parking for Fisherman’s Village permitted at Beaches and Harbors lot across street
Fiji Way Staging Area

63 Total Parking Spaces Occupied

Construction Entrance

Overflow Parking Entrance
Via Marina Staging Area

98 Total Parking Spaces Occupied
Contact Information

Heather Savanapridi
LA County Department of Public Works – Waterworks Division
Project Manager
(626) 300-3324
hsavanapridi@dpw.lacounty.gov
June 5, 2014

TO: Small Craft Harbor Commission
FROM: Gary Jones, Director

SUBJECT: ITEM 7b – PARCEL 15 (BAR HARBOR) BOATER DISPLACEMENT PLAN PRESENTATION

Representatives from the lessee of Parcel 15 will be present at the meeting to inform the Commission of its Boater Displacement Plan and current status of its efforts to relocate slip tenants prior to the start of construction of the new Marina.

GJ:sp
June 5, 2014

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: ITEM 7c – APPROVAL OF AMENDMENT NO.13 TO LEASE NO. 5601 CATALINA YACHT ANCHORAGE (PARCEL 41 at 13505 BALI WAY) MARINA DEL REY

Item 7c pertains to Lease No. 5601, Catalina Yacht Anchorage and the adjustment of percentage rents and insurance coverage amounts on June 1, 2012 and every tenth anniversary thereafter. Rents are adjusted to the higher of either the rate in effect immediately prior to June 1, 2002 or the average of the then-existing percentage rents of specified Marina del Rey parcels. Amendment No. 13 reflects percentage rent changes as follows: Occupancy of Structures from 7.5% to 8.75%; Boat Brokerage from 5.0% to 5.50%; Restaurants from 3.0% to 3.25%; Boat Haul Out/Repair from 5.0% to 4.0%; Admission to Facilities During Entertainment from 5.0% to 5.10%. Amendment No. 13 also provides that the rental security deposit be maintained at an amount equal to three times monthly minimum rent and, as of the date the Amendment is executed, incorporates changes to the indemnity clause, insurance requirements, and miscellaneous insurance provisions to conform to the Chief Executive Office Risk Management Branch’s new and more stringent requirements.

Amendment No. 13 also provides that, following Amendment No. 13 Effective Date, all annual minimum rent adjustments shall either increase the annual minimum rent or maintain it at the then-current amount. Finally, the Amendment provides for a reconciliation of the rent effective back to the 2012 Rental Adjustment Date and requires payment of any additional sums owed to the County as a result of the rent adjustment.

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

GJ:SP:JT

In

Attachments
Parcel 41
 Lease Amendment No. 13
 Small Craft Harbor Commission
 June 11, 2014

Caring for Your Coast
Parcel 41
(Catalina Yacht Anchorage)

- 2 one-story buildings & 148 slip marina
- 2.35 acres of land
- 3.18 acres of water
- Lease commenced 1962 for 60 years
Parcel 41
Aerial View
Decennial Rental Readjustments

- Readjustment every 10 years
- Current readjustment date June 1, 2012
- Percentage rental rates adjusted to the average of current Marina del Rey rates
- Minimum Rent readjustment provision revised to prohibit any reduction
- Insurance limits revised to meet CEO Risk Management requirements
## Arithmetic Calculation

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<th>Percentage Rent</th>
<th>P41 Existing Rates</th>
<th>MdR Average Rates</th>
<th>Proposed Rates</th>
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<tr>
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<tr>
<td>Entertainment Admissions</td>
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</tr>
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</table>
July 1, 2014

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

Dear Supervisors:

APPROVAL OF AMENDMENT NO. 13 TO LEASE NO. 5601
CATALINA YACHT ANCHORAGE (Parcel 41 at 13505 Bali Way)
MARINA DEL REY
(FOURTH DISTRICT) (4 VOTES)

SUBJECT

This Board letter requests approval of a Marina del Rey lease amendment for Parcel 41 (Catalina Yacht Anchorage) that adjusts percentage rents, increases the rental security deposit, updates insurance coverage and updates the square foot rental provisions.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed lease Amendment No. 13 is categorically exempt under the California Environmental Quality Act pursuant to class 1(r) of the County’s Environmental Document Reporting Procedures and Guidelines and Section 15301 of the State CEQA Guidelines.

2. Approve and authorize the Chairman to sign the attached Amendment No. 13 to Lease No. 5601, pertaining to the readjustment of rents and insurance for a ten-year term ending May 31, 2022.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Marina del Rey leases generally provide for the periodic review of leasehold rents and insurance coverage to ensure that the percentage rents payable to the County are maintained at current fair market levels and that the amount of general insurance coverage is adequate to protect the County's interests.
Amendment No. 13 requires an adjustment of percentage rents and insurance coverage on June 1, 2012 (2012 Rental Adjustment Date) and every tenth anniversary thereafter. Rents are adjusted to the higher of either the rate in effect immediately prior to June 1, 2002 or the average of the then-existing percentage rents of specified Marina del Rey parcels. Amendment No. 13 reflects percentage rent changes as follows: Occupancy of Structures from 7.5% to 8.75%; Boat Brokerage from 5.0% to 5.50%; Restaurants from 3.0% to 3.25%; Boat Haul Out/Repair from 5.0% to 4.0%; Admission to Facilities During Entertainment from 5.0% to 5.10%.

As of the 2012 Rental Adjustment Date, Amendment No. 13 also provides that the rental security deposit be maintained at an amount equal to three times monthly minimum rent and, as of the date the Amendment is executed, incorporates changes to the indemnity clause, insurance requirements, and miscellaneous insurance provisions to conform to the Chief Executive Office Risk Management Branch’s new and more stringent requirements.

Amendment No. 13 also provides that, following Amendment No. 13 Effective Date, all annual minimum rent adjustments shall either increase the annual minimum rent or maintain it at the then-current amount.

Finally, the Amendment provides for a reconciliation of the rent effective back to the 2012 Rental Adjustment Date and requires payment of any additional sums owed to the County as a result of the rent adjustment.

**Implementation of Strategic Plan Goals**

The recommended action will keep County percentage rent categories at Parcel 41 comparable to other Marina del Rey leaseholds and incorporates the new insurance provisions, in fulfillment of Strategic Plan Goal No. 1, “Operational Effectiveness”, Strategy 1, “Fiscal Sustainability.”

**FISCAL IMPACT/FINANCING**

There will be no significant fiscal impact from your Board’s approval of Amendment No. 13.

**Operating Budget Impact**

Upon your Board’s approval of Amendment No. 13, the Department of Beaches and Harbors will receive $1,000 in prior year revenue for Fiscal Year 2012-13, and an annual increase of $2,000 in leasehold rent revenue. The revenue increase is budgeted in the Department’s FY 2014-15 Recommended Budget.
FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

This proposed Amendment No. 13 has been approved as to form by County Counsel. At its meeting of June 11, 2014, the Small Craft Harbor Commission approved the recommendation of the Director of the Department of Beaches and Harbors that your Board approve and execute the proposed Amendment No. 13.

ENVIRONMENTAL DOCUMENTATION

The proposed Amendment No. 13 is categorically exempt under the provisions of the California Environmental Quality Act pursuant to Class 1(r) of the County’s Environmental Document Reporting Procedures and Guidelines and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services from your Board’s approval of Amendment No. 13.

CONCLUSION

Please have the Chairman sign all three copies of Amendment No. 13 and have the Executive Officer of the Board return two executed copies, as well as a copy of the adopted Board letter, to the Department of Beaches and Harbors.

Should you have any questions, please contact Linda Nava at (310) 301-0300 or LNava@bh.lacounty.gov.

Respectfully submitted,

Gary Jones
Director

Attachment (1)

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

GJ:SP:JT:In
AMENDMENT NO. 13 TO LEASE NO. 5601
PARCEL NO. 41 – MARINA DEL REY SMALL CRAFT HARBOR

READJUSTMENT OF RENT AND INSURANCE

THIS AMENDMENT TO LEASE is made and entered into this ______ day of
_______, 2013 (the “Effective Date”).

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

AND  WESCO SALES CORP., a California
corporation, hereinafter referred to as
"Lessee".

RECITALS:

WHEREAS, County and Lessee’s predecessor in interest entered into Lease
No. 5601 under the terms of which County leased to Lessee’s predecessor in interest that
certain real property located in the Marina del Rey Small Craft harbor, County of Los
Angeles, State of California, now commonly known as Parcel 41, which leasehold
premises (the “Premises”) are more particularly and legally described in Exhibit “A”
attached to and incorporated in said lease, and amended (the lease and all amendments
are collectively hereafter referred to as the “Lease”); and

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

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

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

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

“The security deposit shall be maintained at an amount equal to three (3)
monthly installments of the current annual square foot rental. The security
deposit shall be retained by County to cover delinquent rent and any other
financial obligations of the Lessee under this lease, and shall be so applied
at the discretion of County.

In the event all or any part of the security deposit is applied against
any rent or other financial obligations of Lessee due and unpaid, the Lessee
shall immediately reimburse the County an amount equal to that portion of
the security deposit applied by County so that at all times during the life of
this lease said full security deposit shall be maintained with County. Failure
to maintain the full amount of security deposit shall constitute an event of
default as provided for in Section 21. Upon forfeiture or termination of this
lease, any portion of said security deposit due the Lessee shall be returned."

2. **Square Foot Rental.** Effective as of the 2012 Rental Adjustment Date, the first
paragraph of Section 12 of the Lease is amended to read as follows:

"The annual square foot rental shall be readjusted on June 1, 2014 and on
June 1 of every third year thereafter (the “Square Foot Rental Adjustment
Date”). On the Square Foot Rental Adjustment Date, the annual square foot
rental shall be readjusted to an amount equal to seventy-five percent (75%)
of the annual average of all rents payable by Lessee for the preceding three
(3) year period that ends three (3) months prior to the Square Foot Rental
Adjustment Date; provided, however, that in no event shall annual square
foot rental be readjusted to an amount that is less than the then-in effect
annual square foot rental”.

3. **Percentage Rentals.** Effective as of the 2012 Rental Adjustment Date,
subsections (c), (e)(1)(A), (e)(2), (j), (p), and (q) of Section 13 (Percentage
Rentals) are deemed deleted and the following subsections (c), (e)(1)(A), (e)(2),
(j), (p), and (q) are correspondingly substituted therefor:

"(c) (i) EIGHT AND THREE-QUARTER percent (8.75%) of gross receipts or
other fees charged for the occupancy of structures and other facilities including
but not limited to (1) apartments, (2) hotel and/or motel accommodations, (3)
house trailers, (4) meeting rooms, (5) rental of land and/or water or facilities for
activities not otherwise provided for in this section such as but not limited to
television and/or motion pictures, (6) parking fees or charges except where such
parking fees or charges are collected in conjunction with an activity, the gross
receipts from which are required to be reported in a percentage category greater
than EIGHT AND THREE-QUARTER percent (8.75%), and (7) offices utilized for
banking, financial or investment activities, internal clerical or administrative
activities of business enterprises, real estate and insurance brokerage, legal,
medical, engineering, travel agencies, or similar professional services but not to
include, however, stores, shops or other commercial establishments, the gross
receipts pertaining to which ‘h are subject to percentage rentals and
specifically required to be reported under other subsections of this Section;”

"(e)(1)(A) FIVE AND ONE-HALF percent (5.5%) of boat brokerage commission
or other fees earned from boat brokerage; or”

"(e)(2) FIVE AND ONE-HALF percent (5.5%) of commissions or other fees
earned from car rental agencies, marine insurance commissions where the sale
of insurance is conducted in conjunction with boat sales and/or boat brokerage,
telephone service charges, laundry and dry cleaning commissions and other
similar activities where earnings are normally on a commission basis when said
activity is approved in advance by Director.”
“(j) THREE AND ONE-QUARTER percent (3.25%) of gross receipts from the operation of restaurants, restaurant/cocktail lounge combination, coffee shops, beach and theater food facilities, except that gross receipts from facilities established and operated as a take-out food operation shall be reported under Subsection (s);”

“(p) FOUR percent (4%) of gross receipts or other fees charged by authorized boat repair yards, including repair, painting, tugboat, salvage and boat pump-out services and similar activities (collectively “Boat Haul Out/Repair”), except that where parts and materials are separately invoiced, they may be reported under Subsection (s) of this Section;”

“(q) FIVE AND ONE-TENTH percent (5.10%) of gross receipts of cover charges or other fees charged for admission to facilities featuring entertainment, excluding movie theaters whose gross receipts shall be reportable under Subsection (s);”

4. General Rent Adjustment and Arbitration. Commencing as of the 2012 Rental Adjustment Date, the first sentence of the first paragraph of Section 15, Subsection (a) (i), of the Lease is deleted and the following substituted therefor:

“As of each Rental Adjustment Date, Lessee’s percentage rent for each category of use shall be set at the higher of either (1) the rate in effect immediately preceding the current Rental Adjustment Date for such category, or (2) the average of the then existing percentage rental rates for that category of use charged to all those Marina del Rey Small Craft harbor leaseholds enumerated below.”

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

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

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

I. INDEMNIFICATION

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

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

II. GENERAL INSURANCE PROVISIONS - LESSEE REQUIREMENTS

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

A. Evidence of Coverage and Notice to Lessor

- Certificate(s) of insurance coverage (Certificate) satisfactory to Lessor, and a copy of an Additional Insured endorsement confirming Lessor and its Agents (defined below) has been given Insured status under the Lessee's General Liability policy, shall be delivered to Lessor at the address shown below and provided prior to the start day of this Lease.

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

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Lessee identified in this Lease. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty five thousand ($25,000.00) dollars, and list any Lessor required endorsement forms.
• Neither the Lessor's failure to obtain, nor the Lessor's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Lessee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

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

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

B. Additional Insured Status and Scope of Coverage

The Lessor, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively Lessor and its Agents), shall be provided additional insured status under Lessee's General Liability policy with respect to liability arising from or connected with the Lessee's acts, errors, and omissions arising from and/or relating to the Lessee's operations on and/or its use of the premises. Lessor's additional insured status shall apply with respect to liability and defense of suits arising out of the Lessee's acts or omissions, whether such liability is attributable to the Lessee or to the Lessor. The full policy limits and scope of protection also shall apply to the Lessor as an additional insured, even if they exceed the Lessor's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

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

D. Failure to Maintain Insurance

Lessee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Lease.

E. Insurer Financial Ratings.

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

F. Lessee's Insurance Shall Be Primary

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

G. Waiver of Subrogation

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

H. Deductibles and Self-Insured Retentions (SIRs)

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

I. Claims Made Coverage

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

J. Application of Excess Liability Coverage

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

K. Separation of Insureds

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

L. Lessor Review and Approval of Insurance Requirements

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

III. INSURANCE COVERAGE TYPES AND LIMITS

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

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

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Lessee's use of autos pursuant to this Lease, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Lessee's employees will be engaged in maritime operations, coverage also shall be arranged to provide workers compensation benefits as required by the U.S. Longshore
and Harbor Workers Compensation Act, Jones Act or any other federal law for which Lessee is responsible.

D. Commercial Property Insurance. Such coverage shall:

• Provide coverage for Lessee's property, and any improvements and betterments; This coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), including earthquake (if Lessee deems it reasonable), Ordinance or Law Coverage, flood, and Business Interruption equal to two (2) years annual rent;

• Be written for the full replacement cost of the property, with a deductible no greater than $250,000 or 5% of the property value whichever is less. Insurance proceeds shall be payable to the Lessee and Lessor as their interests may appear and be utilized for repair and restoration of the Premises. Failure to use such insurance proceeds to timely repair and restore the Premises shall constitute a material breach of the Lease; provided, however, that Lessee's obligation, under the Lease or otherwise, shall not be dependent on the existence of insurance coverage or proceeds.

E. Marina Operator's Liability insurance shall be provided and maintained by the Lessee if operating a marina, berthing, docking, and/or launching of boats and/or pleasure crafts, and/or use of floating docks, piers and/or ramps, with limits of not less than $5 million per occurrence and $10 million aggregate. If written on a "claims made" form, the coverage shall also provide an extended two (2) year reporting period commencing upon the expiration or earlier termination of this Lease, or replacement coverage shall be maintained until such time.

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

• Builder's Risk Course of Construction Insurance. Such coverage shall insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30). This insurance shall be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants, and full collapse coverage during construction, without restricting collapse coverage
to specified perils. Such insurance shall be extended to include boiler & machinery coverage for air conditioning, heating and other equipment during testing. This insurance shall be written on a completed-value basis and cover the entire value of the construction project, including Lessor furnished materials and equipment, against loss or damage until completion and acceptance by the Lessee and the Lessor if required.

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

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

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

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

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

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

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

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

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

The Lessee’s contractor shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the Project price to assure the payment of claims of material men supplying materials to Lessee’s contractor, subcontractors, mechanics, and laborers employed by the Lessee’s contractor on the Project, and the second in the sum of not less than 100% of the Project price to assure the faithful performance of the Project Contract.
1. The “Materials and Labor Bond” (or “Payment Bond”) shall be so conditioned as to inure to the benefit of persons furnishing materials for, or performing labor upon the Work. This bond shall be maintained by the Lessee’s contractor in full force and effect until the Work is completed and accepted by the Lessee and the Lessor if required, and until all claims for materials, labor, and subcontracts are paid.

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

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

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

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

8. Liability Insurance. Amendment No. 8, page 18, Section 4, is deemed deleted in its entirety.

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

10. In the event of any conflict between the terms of this Amendment No. 13 and the terms of the Lease (or any previous amendment thereto), the terms of this Amendment No. 13 shall control.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Amendment No. 13 to Lease No. 5601 to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Lessee or its duly authorized representative, has executed the same.

COUNTY OF LOS ANGELES

By: __________________________

MRT

Chairman, Board of Supervisors

ATTEST:

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

By: __________________________

Deputy

LESSEE:

WESCO SALES CORP., a California corporation

By: __________________________

Its:

APPROVED AS TO FORM:

JOHN F. KRATTLI

County Counsel

By: __________________________

Senior Deputy
June 5, 2014

TO: Small Craft Harbor Commission

FROM: Gary Jones, Director

SUBJECT: ITEM 8 - ONGOING ACTIVITIES REPORT

BOARD ACTIONS ON ITEMS RELATING TO MARINA DEL REY

On April 15, 2014, the Board of Supervisors approved the recommendation to appoint Gary D. Jones to the position of Director for the Department of Beaches and Harbors.

On May 6, 2014, the Board of Supervisors awarded a three-year contract with Hornblower Yachts, Inc. for Marina del Rey WaterBus service at an annual cost not to exceed $423,308, with a total maximum of $2,115,540 for the five-year contract term effective upon Board approval, with two one-year extension options; authorize the Director of Beaches and Harbors to exercise the contract extension options and to increase the contract amount by up to 10% in any year of the contract, for any additional or unforeseen services within the scope of the contract.

On May 13, 2014, the Board of Supervisors approved as amended the revisions to fees and to implement new fees charged by the Department of Beaches and Harbors for facilities and services provided at Marina del Rey and County-owned, controlled or managed beaches, effective May 1, 2014, except for revision to the parking fees, which will become effective upon California Coastal Commission approval; authorized the Director of the Beaches and Harbors to adjust fees related to parking, youth camps and dry storage of trailered boats after considering customer use or to make necessary public accommodations, not to exceed the maximum fees approved by the Board.

Instruct the Director to adjust the proposed fees as below for Fiscal Year 2014-15:

1. Increases for autos at County-owned, operated, or managed beach parking lots shall not exceed $2.50 per entry above the existing fees;

2. Increases for autos at County-owned, operated, or managed parking lots in Marina del Rey shall not exceed $2.50 per entry above the existing fee, and keep the existing $1.00 per 20-minute fee at the Fisherman's Village parking lot; and
3. Increases in the County’s Water Awareness, Training, Education and Recreation (WATER) Program shall not exceed $35 above the existing fee.

REGIONAL PLANNING COMMISSION’S CALENDAR
No items relating to Marina del Rey were heard by the Regional Planning Commission during meetings for the months of April and May 2014.

CALIFORNIA COASTAL COMMISSION CALENDAR
No items relating to Marina del Rey were heard by the California Coastal Commission during meetings for the months of April and May 2014.

A hearing will be held on June 13, 2014 before the California Coastal Commission regarding the Coastal Development Permit for the Oxford Basin Project.

VENICE PUMPING PLANT DUAL FORCE MAIN PROJECT UPDATE
On March 6, 2014, representatives from the City of Los Angeles and the County Departments of Regional Planning, Public Works, and Beaches and Harbors met to discuss the Coastal Development Permit (CDP) from the County required for the Venice Dual Force Main project. The representatives from the various departments discussed how best to coordinate the Dual Force Main Project with other planned projects in the Marina, to minimize impacts to Marina visitors and residents. A CDP for the project was filed with the Department of Regional Planning on May 21, 2014. The City will also need to secure a CDP from the Coastal Commission for the segment under the Marina’s main channel.

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

DESIGN CONTROL BOARD MINUTES
The January, February and March minutes have not yet been approved.

MARINA DEL REY SLIP REPORT
The overall vacancy percentage across all anchorages in Marina del Rey stood at 20.1% in April. Adjusted to remove out-of-service slips and 50% of available double slips, vacancy within Marina del Rey stood at 17.9%. Vacancies in the various sizes are separated by anchorage and are provided in the document attached.

This month’s figures indicate a 1.1% increase from last month’s rate of 19.0%. This increase in overall vacancy rate is the result of dock reconstruction activity at Parcel 15 and 125I. Attached is information provided by Parcel 44 lessee showing its marketing effort to address the high vacancy.
CALIFORNIA COASTAL COMMISSION SLIP REPORT
Pursuant to certain conditions of the Coastal Development Permit (5-11-131) issued by the California Coastal Commission, the County is required to maintain certain minimum thresholds of slip sizes as a percentage of the entire Marina. The attached document outlines the percentage of each size category as a percentage of all available slips in the Marina.

DEPARTMENT OF REGIONAL PLANNING VISIONING PROCESS
On October 30, 2013 a joint meeting was held by the Small Craft Harbor Commission and the Design Control Board. At the meeting, the Department of Regional Planning gave a briefing on the status of the Marina del Rey visioning process and invited comments from the Commissioners, the Design Control Board Members and the public. On February 11, 2014 the Visioning Statement was put online and the Department of Regional Planning presented the Visioning Statement to the Marina del Rey community on February 15, 2014 and on February 18, 2014.

On May 28, 2014 a special night meeting was held with the Small Craft Harbor Commission and the Design Control Board members as guest. At the meeting, the Department of Regional Planning gave a presentation of the Visioning Statement and the Launch Ramp Concept Plans, solicited public input, and had a discussion with the Commissioners and Board members to identify their issues, areas of concern, and ideas that should be considered as part of the process. Approximately 80 members of the public attended the meeting. Minutes of the meeting are currently being prepared.

GJ:SP:ms

Attachments (10)
Lessee Name/  
Greg Schem

Status  
* Building renovation; 205 apartments
* Complete leasehold refurbishment of 198 apartments
* Complete leasehold refurbishment; 149 apartments
* Complete leasehold refurbishment of 981 apartments
* Complete renovation of existing 154-room hotel and new 277-slip marina.

Lessee Name/  
David Canzoneri

Facility/  
Avalon Bay
- Pier 44/Pacific Marina Venture
- AMLI Residential

Parking

Proprietary -- Term sheet action by BOS August 2008; lease extension option approved by BOS 12/8/09. On 10/12/11 the SCHC endorsed the renewal of the lease extension option. BOS authorized the project

Proprietary -- Term sheet action by BOS on July 2006; Option to lease approved by SCHC March 2007 and by BOS May 2007. BOS granted extension and modification of Option on 11/10/09. Lease option (2 years) for which Lessee has paid $30,000 under the terms of the option agreement.

Proprietary -- Term sheet action by BOS August 2004; lease documents approved by BOS August 2008. SCHC voted on 8/10/11 to support recommendation for renewal of option to extend the lease agreement.

Proprietary -- The lessee initialed a term sheet in May 2013. On 8/1/12, the Board provided instruction to proceed with negotiations for an option agreement and revised lease document based on a term sheet

Proprietary -- The Lessee initialed the term sheet 6/1/12. On 8/1/12, the Board provided instruction to proceed with negotiations for an option agreement and revised lease document based on a term sheet

Proprietary -- Term sheet action by BOS approved on 4/11/09 and option to lease approved by SCHC on 6/25/09. Option to lease for renewal was approved by the BOS on 1/24/11.

Proprietary -- Lease was approved by the SCHC in early 2009. On 8/18/09, the BOS approved the lease of the remained lease term and approved the lease agreement.

Proprietary -- The lessee initialed the term sheet 6/1/12. On 8/1/12, the Board provided instruction to proceed with negotiations for an option agreement and revised lease document based on a term sheet

Proprietary -- Lease extension was approved by the BOS on 12/8/09. On 10/12/11 the SCHC endorsed the renewal of the lease extension option. BOS authorized the project

Proprietary -- Term sheet action by BOS August 2008; lease extension option approved by BOS 10/10/08. By letter on November 4, 2009, BOS denied Lessee’s claim for late fee. On 11/30/09, the BOS approved a five-year extension for which the Lessee has paid $47,500 under the terms of the option agreement.

Proprietary -- This project is currently under review in BOS.

Proprietary -- Lease extension option approved by BOS on 12/8/09.

Proprietary -- The Lessee initialed a term sheet in 2004. On 5/24/04, the Board considered the lease extension option and approved it.

Proprietary -- Lease extension was approved by the BOS on 12/8/09. On 10/12/11 the SCHC endorsed the renewal of the lease extension option. BOS authorized the project

Proprietary -- Term sheet action by BOS on July 2006; Option to lease approved by SCHC March 2007 and by BOS May 2007. BOS granted extension and modification of Option on 11/10/09. Lease option (2 years) for which Lessee has paid $30,000 under the terms of the option agreement.

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Proprietary -- This project is currently under review in BOS.
Marina del Rey Slip Vacancy Report

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**Summation**

Vacancy in 18'-25' 32.1%
Vacancy in 26'-30' 20.2%
Vacancy in 31-35' 15.1%
Vacancy in 36'-40' 11.0%
Vacancy in 41-45' 9.8%
Vacancy in 46' to 50' 8.3%
Vacancy in 51' and over 5.5%

Total Vacancy 19.9%

Vacancy w/o DOUBLES, OUT OF SERVICE and OFF LINE slips 16.03%
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</table>
May 16, 2014

Alexandra Nguyen-Rivera  
Department of Beaches & Harbors  
Los Angeles County

Subject: P44- High Vacancy

Dear Alexandra,

In lieu of your latest inquiry re the high percentage of vacancy on Pier 44, please find below some facts about our slips and its current conditions. We have a total of 391 slips; breakdown as follows:

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<th>Slip Length (ft)</th>
<th>Available Slips</th>
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<tr>
<td>21</td>
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<td>32</td>
<td>4</td>
</tr>
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<td>34</td>
<td>30</td>
</tr>
<tr>
<td>35</td>
<td>37</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>391</strong></td>
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</table>

Out of 391 slips, 269 boat slip are sizes 25 and smaller; which 214 are double slips. Double slips became more undesirable to boaters due to the following reasons:

- The width configuration of double slips (approximately 15’ to 16’) had caused accidents and hassles to most boaters; only two (2) skinny boats or personal watercrafts can fit on double slips. Once one side is rented, the other half becomes undesirable.
- Newer boats became wider; boats don’t have extra room on each side of the finger. Frequent complaints were scratches on their hull whenever the boat rubs against the fascia of the finger or with the other boat beside it.
- Since 2007, small boat owners moved their boats to dry storage for financial reasons (dry storage is less expensive than a slip).

In our best effort to fill up our smaller slips, we offer promotions and advertisement on local newspaper and on our website www. pier44marina.net. Please find attached our 2014 offer/promotion and newspaper Ad with Schedule.

Please let me know if you have any other questions regarding this matter.

Sincerely,

Jun Dolor  
Dockmaster
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PIER 44 MARINA

BOAT SLIPS • DRY BOAT STORAGE

MARINE OFFICE SPACE

Great Central Marina del Rey Location. Walk to Restaurants, Shopping, and Parks. Laundry and Ample Parking for Boaters and Guests

as low as $245 per month

and FIRST MONTH FREE*

4637 Admiralty Way, Marina del Rey
310-823-4593

* $245 per month and one month free offer applies to boats and slips 24’ and smaller; one year lease required, new customers only upon approved credit, income and rental history.
CHECK LIST
☐ phone number is correct
☐ address is correct
☐ expiration date is correct

☐ OK to run
☐ OK to run with correction

Signature ________________________________ Date __________________

FINAL deadlines: Classified ads – Noon. Tuesdays. All others 9 a.m. Wednesdays.

By signing this proof you are also giving permission for The Argonaut to fax information related to your account or other business with The Argonaut. This permission applies to any of your fax numbers.

The purpose of this proof is to check for accuracy and is not intended to show quality of reproduction. Please return this proof to your sales representative AT ONCE. If ad proof is not returned by Wednesday at 10:30 am, ad will be published “as is.” The Argonaut reserves the right to reject, edit and/or cancel any advertising.
### Mar-14

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<td><strong>26'-30'</strong></td>
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<tr>
<td>Number of Slips</td>
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<td>1097</td>
<td>4643</td>
<td>24%</td>
<td>19%</td>
</tr>
<tr>
<td><strong>30'-35'</strong></td>
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</tr>
<tr>
<td>Number of Slips</td>
<td>24</td>
<td>1710</td>
<td>4643</td>
<td>37%</td>
<td>18%</td>
</tr>
</tbody>
</table>

**Notes**
4761 - pre-construction number of slips
<table>
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<th>Under Construction</th>
<th>Net Available</th>
<th>TOTAL MdR</th>
<th>% of TOTAL</th>
<th>CPP MIN THRESHOLD</th>
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<tr>
<td><strong>25' &amp; Less</strong></td>
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<tr>
<td>Number of Slips</td>
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<td>4676</td>
<td>26%</td>
<td>16%</td>
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<tr>
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<td>1097</td>
<td>4676</td>
<td>23%</td>
<td>19%</td>
</tr>
<tr>
<td><strong>30' - 35'</strong></td>
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<tr>
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<td>1712</td>
<td>4676</td>
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<td>18%</td>
</tr>
</tbody>
</table>

**Notes**
4761 - pre-construction number of slips