

GENERAL INFORMATION ABOUT THE CONTENTS OF THIS FILE

This file contains correspondence and documents submitted to the Commission which is in compliance with the Commission Rules and Operating Procedures, Rule 4.3. Compliance means that the deadline, delivery method (hard copy and/or electronic) AND the number of copies, when applicable, has been met. This file is divided into three sections and each section has been bookmarked** by the case numbers if additional documents were submitted for specific cases on the agenda.

- **“Initial Submissions”**: Submissions received no later than by end of day Monday of the week prior to the meeting (unlimited).
- **“Secondary Submissions”**: Submissions received after the Initial Submission deadline up to 48-hours prior to the Commission meeting (for the Central, Harbor and South Los Angeles Area Planning Commissions, the deadline is 3:00 p.m. Thursday prior to the Commission meeting). Maximum 10-pages including exhibits.
- **“Day of Hearing Submissions”**: Submissions after the Secondary Submission deadline up to and including the day of the Commission meeting. This section also includes material received at the meeting.

Material which does not comply with the submittal rules is not distributed to the Commission. The Commission Rules and Operating Procedures can be accessed at <http://planning.lacity.org>, by selecting “Commissions & Hearings” and selecting the specific Commission.

Please note that all complying Initial Submissions **have been transmitted to the Commission,** either integrated with the Staff Report or along side it.

If the material was submitted to the project planner prior to the Monday deadline, it was made part of the staff report which can be accessed in the agenda by clicking on the specific item (correspondence is typically included at the end of the staff report). All other compliant material is included in this file.

Day of Hearing Submissions will be posted after the meeting and will be included at the end of this file.

**If you are using Explorer, you will need to enable the Acrobat  toolbar to see the bookmarks on the left side of the screen.

If you are using Chrome, the bookmarks are on the upper right-side of the screen. If you do not want to use the bookmarks, simply scroll through the file.

If you have any questions, please contact the Commission Office at (213) 978-1300.

INITIAL SUBMISSIONS

Re: Items 7 & 8 - 706 South Hampton Drive

A binder containing 2007 pages was submitted by the Applicant & Representative on Monday, June 4, 2018. However, the file was too large to be uploaded to our server.

If you would like to view the binder, it will be available on the day of the hearing at the meeting or you can make an appointment to view the Case file.

Thank you for your understanding.

SECONDARY SUBMISSIONS

FRED GAINES
SHERMAN L. STACEY
LISA A. WEINBERG*
REBECCA A. THOMPSON
NANCI SESSIONS-STACEY
KIMBERLY A. RIBLE
ALICIA B. BARTLEY

** a professional corporation*

LAW OFFICES OF
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May 25, 2018

ORIGINAL VIA U.S MAIL

VIA EMAIL: apcwestla@lacity.org

Esther Margulies, President
West Los Angeles Area Planning Commission
City of Los Angeles
200 N. Spring Street, Room 532
Los Angeles, CA 90012

Re: **ZA-2014-4139-CDP, AA-2014-4137-PMLA-SL**
506 Westminster Avenue
Hearing Date: June 6, 2018
Support for Project Approval

Dear President Margulies and Honorable Commissioners:

This office represents 506 Westminster, LLC, the owner of the above addressed property and the applicant in the case numbers referenced above (the "Project"). The purpose of this correspondence is to provide a response to a number of issues that have been raised by the appellants in this case. **As detailed below, the project as proposed complies with all Zoning Code and Coastal Act requirements. Findings in support of project approval were properly made by the Zoning Administrator and Advisory Agency, and we respectfully request that the Commission deny the pending appeals and uphold the Project approvals.**

A. The Project.

The Project is a small lot subdivision to create two new lots in conjunction with the demolition of an existing one-story single-family home and the construction of a new three-story single-family home on each newly subdivided lot. Five (5) parking spaces are provided onsite.

The Project complies with all applicable zoning regulations. As such, the only entitlements sought in connection with the Project are a Coastal Development Permit and Parcel Map.

B. The Project Complies with the Coastal Act.

Chapter 3 of the Coastal Act contains the various policy provisions of such legislation. Pertinent to the instant request are the policies with respect to:

- (a) **Archeological and Paleontological Resources:** The Project does propose excavation and grading. The Project site is not located within an area with known Archaeological or Paleontological resources. However, if such resources are discovered the Project will be subject to existing Federal, State and Local regulations regarding the treatment of such resources.
- (b) **Geologic, Flood, and Fire Hazard Risk Areas:** The Project is located within a Methane Zone, Liquefactions Zone, and within approximately 3 miles of the Santa Monica Fault. To minimize risks to life and property as a result of the Project being located within such zones, the Project will comply with all applicable Zoning, Building, and Fire Safety Code requirements.
- (c) **Water and Marine Resources:** The Project will not impact any marine resources. The Project is located within a developed residential area and located more than 0.40 miles from the shore.
- (d) **Environmentally Sensitive Habitat Area:** The Project site is within a fully urbanized area and is not located within or near any Environmentally Sensitive Habitat area, Significant Ecological Area, or in an area governed by a habitat conservation or community conservation plan. The Project is limited to the boundary of the private property, does not function as part of wild life corridor and does not contain any wetland habitat. The site is presently disturbed and there is no native or natural riparian vegetation on-site.
- (e) **New Development:** *Chapter 3, Article 6, Section 30250* provides that new residential, commercial or industrial development, except as otherwise provided, shall be located within, contiguous with, or in close proximity to existing developed areas able to accommodate it or where such areas are not able to accommodate it, in other areas with adequate public services and where it will not have significant adverse effects, either individually or cumulative, on coastal resources.

The site is located within an existing residential community, with existing single and multi-family uses. The site is contiguous to an existing developed residential area planned and zoned for residential use, and in an area with adequate public services.

Thus, the proposed project is located in an area that is already developed with residential uses, thereby making the project site contiguous with, and in close proximity to existing developed areas that are able to accommodate it.

Section 30251 of the Coastal Act additionally provides that: “[t]he scenic and visual qualities of the coastal areas shall be considered and protected as a resource of public importance. Permitted development shall be sited and designed to protect views to an along the ocean and scenic coastal areas, to minimize the alteration of landforms, to be visually compatible with the character of the surrounding areas, and, where feasible, to restore and enhance the visual quality in visually degraded areas.”

The Project site and surrounding area are relatively flat with no views two and along with ocean. No natural landforms will be altered as part of the Project. The Project proposes two new single family homes in conjunction with a division of land to create two new lots. To create visual compatibility with the existing neighborhood, the proposed single family homes incorporate mixed materials and significant breaks in massing as Project features. Many of the two-story buildings on the block are of similar height to the proposed Project, and the Project observes the prevailing setback for the block.

The findings in support of Project approval correctly notes that the Project is visually compatible with the character of the area. The appellants do not contest those findings. Instead, the appellants focus on the Floor Area Ratio (“FAR”) of the Project as compared to the average and maximum FAR of the developed parcels nearby.

No provision of the Los Angeles Municipal Code or the Venice Coastal Zone Specific Plan restricts the FAR of the Project. Instead, the applicable development regulations restrict the size of the homes on each of the new two small lots by regulating setbacks from perimeter yards, regulating height, and regulating lot coverage. Here, the project complies with height and yard requirements, and provides a lot coverage of 60% for Lot A and 56% for Lot B. The Small Lot Subdivision Ordinance currently limits lot coverage on small lots to 75%. The Project provides significantly less lot coverage than is allowed.

With regard to the massing of the Project, the findings in support of Project approval correctly note the articulation in the building facade, using mixed materials and significant breaks in the side walls. Additionally, the massing of the two homes is concentrated toward the center of the lot being subdivided. While the appellants may object to the size of the new proposed homes, the homes are in complete compliance

with all applicable regulations of the Los Angeles Municipal Code and the Venice Coastal Zone Specific Plan. Comparable homes have been approved throughout the Venice area, as acknowledged by the appellants themselves.

Based upon the above, as conditioned, the Project is in conformity with Chapter 3 of the Coastal Act. The above findings also support the finding that the Project will not prejudice the City's ability to prepare a LCP in conformity with Chapter 3 of the Coastal Act.

C. The Project Approvals Are Consistent with Applicable Decisions of the California Coastal Commission.

Recent applicable decisions of the California Coastal Commission in the Oakwood Subarea of the Specific Plan include:

- 628 San Juan Avenue [A-5-VEN-17-0019] June 2017 finding of no substantial issue for the conversion of a duplex into a single family home and addition to the structure, resulting in a 2-story, 23.5 foot high, 2,416 single family home.
- 416 Grand Boulevard [A-5-VEN-15-0027] May 2017 approval with conditions of new 3-story, 29-foot high, 2,600 square foot single family home.
- 417 Sunset Avenue [A-5-VEN-17-0001] March 2017 finding of no substantial issue for proposed two-lot small lot subdivision with two new 29-foot high single family homes, of 2,972 square feet and 2,960 square feet, respectively.
- 665 Broadway [5-16-0953] January 2017 approval of substantial demolition and major remodel of a single family home, resulting in a 2-story, 30-foot high, 4,020 square foot single family home.
- 611 Flower Avenue [5-16-0788] December 2016 approval of substantial demolition and remodel of a single family home, resulting in a 2-story, 2,610 square foot single family home.
- 672 Brooks Avenue [A-5-VEN-15-0059] October 2015 finding of no substantial issue for the demolition of a single family home, a small lot subdivision, and the construction of a single family home on each lot, one 2-stories in height and one 3-stories in height.

The two projects cited by the appellants are projects that were recently appealed to the California Coastal Commission. While the California Coastal Commission has found that both appeals raise a substantial issue with regard to compliance with the Chapter 3 policies of the Coastal Act, the de novo phase of the appeals have not yet occurred. As such, the cases have no precedential value for this project.

D. Findings in Support of the Parcel Map were Properly Made.

For the same reasons that the appellants object to the findings in support of the CDP, appellants object to the proposed parcel map. For all of the reasons discussed above and detailed in the Department of City Planning Recommendation Report in support of the approved parcel map, the findings in support of the approval are well supported by the record in this case.

E. The Project is Categorically Exempt Under CEQA.

The City has properly determined that the Project is categorically exempt pursuant to CEQA Guidelines, Section 15303, Class 3, Category 1: New Construction of Small Structures; Section 15315, Class 15: Minor Land Divisions; and Section 15332, Class 32: Infill Development Projects.

“In categorical exemption cases, where the agency establishes that the project is within an exempt class, the burden shifts to the party challenging the exemption to show that the project is not exempt because it falls within one of the exceptions listed in Guidelines section 15300.2.” Davidon Homes v. City of San Jose (1997) 54 Cal.App.4th 106, 115. The challenger has the burden “to ‘produce substantial evidence that the project has the potential for a substantial adverse environmental impact’ [citations]; in other words, that one of the exceptions to categorical exemption applies.” Banker’s Hill, et al. v. City of San Diego, 139 Cal.App.4th 249, 261 (2006).

The appellants claim that the Project is not categorically exempt because it is inconsistent with various policies noted in the Venice Local Coastal Program Land Use Plan. “[I]n the absence of specific factual foundation in the record, dire predictions by nonexperts regarding the consequences of a project do not constitute substantial evidence.” Gentry v. City of Murietta (1995) 36 Cal.App.4th 1359, 1417. “Unsubstantiated opinions, concerns, and suspicions about a project, though sincere and deeply felt, do not rise to the level of substantial evidence....” Leonoff v. Monterey County Bd. of Supervisors (1990) 222 Cal.App.3d 1337, 1352. Thus, “project opponents must produce ... evidence, other than their unsubstantiated opinions, that a project will produce a particular adverse effect.” Association for Protection etc. Values v. City of Ukiah (1991) 2 Cal.App.4th 720, 735–736.

Here, the record contains no factual foundation for the claim that the project would result in individual or cumulative aesthetic impacts. Contrary to the appellants’ claim that the Project “would stand alone as different from the rest of the structures on the block,” the Project is similar in height and massing to the existing buildings immediately next door, on both sides.

F. Conclusion.

This Project complies with all applicable policies and regulations in the Venice Community Plan and Venice Coastal Zone Specific Plan, and has been reviewed and approved by the Venice Neighborhood Council Land Use and Planning Committee and full Board. The appellants represent a small minority of Venice stakeholders that are displeased with recent development in the Venice community. However, projects such as the one that is the subject of this appeal add updated housing stock to the area and contribute to the eclectic nature of Venice. For all of the reasons stated above, we respectfully request that the pending appeals be denied in their entirety.

Thank you for your time and consideration of this project. As always, do not hesitate to contact us at any time with any comments or questions that you may have.

Sincerely,

GAINES & STACEY LLP

By 
ALICIA B. BARTLEY

cc: All Commissioners
Len Nguyen, Council District 11 (Via Email: len.nguyen@lacity.org)
Jeff Khau (Via Email: jeff.khau@lacity.org)



Planning APCWestLA <apcwestla@lacity.org>

Support for the project located at 706 Hampton Drive in Venice

Eric Lindeman <e_lindeman@yahoo.com>

Mon, Jun 4, 2018 at 3:59 PM

Reply-To: Eric Lindeman <e_lindeman@yahoo.com>

To: "apcwestla@lacity.org" <apcwestla@lacity.org>, "cecilia.lamas@lacity.org" <cecilia.lamas@lacity.org>

Cc: Tim Bonefeld <info@democraticdesignstudio.com>, Erinn Berkson <erinn@burrogoods.com>

To Whom It May Concern,

I'm writing a letter of support for the project located at [706 Hampton Drive](#) in Venice (DIR20171124-CDPSPPMEL1A).

I understand that our fellow Venetians, Erinn and Tim Bonefeld, have been living in their home since 2012 and are proposing a small retail space with a joint live/work space above. We believe this is a great use of the property, it is in line with local planning, coastal and zoning code and will further contribute to the eclectic vibe of the existing commercial and industrial street. Erinn has been a small business owner on Abbot Kinney for nearly twenty years and has a history of supporting the community. In addition, both Erinn and Tim have been a vibrant part of the creative community for many years. This small development is minuscule compared to the other larger large-scale developments in the area and I see no reason this project should not go forward.

Currently, the street has an auto body shop, a metal shop, restaurants, offices, Gold's Gym, Paradise Crossfit, many live/work units and several artist studios. Venice has a very small commercial area, and I believe it should be used for what it is intended for.

Sincerely,

Eric Lindeman

[57 Market st Venice CA 90291](#)

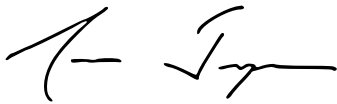
May 31st, 2018

To Whom It May Concern,

I'm writing a letter of support for the project located at 706 Hampton Drive in Venice (DIR-2017-1124-CDP-SPP-MEL-1A). Our neighbors, Erinn and Tim Bonefeld, have been living in their home since 2012 and are proposing a small retail space with a joint live/work space above. We believe this is a great use of the property and will further contribute to the eclectic vibe of the existing commercial and industrial street. Erinn has been a small business owner on Abbot Kinney for nearly twenty years and both Erinn and Tim have been a part of the creative community for many years.

Currently, the street has an auto body shop, a metal shop, restaurants, offices, Gold's Gym, Paradise Crossfit, many live/work units and several artist studios. Venice has a very small commercial area, and I believe it should be used for what it is intended for.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Teague". The signature is stylized with a large, sweeping initial "J" and a long, horizontal stroke extending to the right.

Name: *Jason Teague*

Address: *337 Rose Avenue, Venice, CA 90291*

June 4, 2018

To Whom It May Concern:

I am writing a letter of support for the project located at 706 Hampton Drive in Venice (DIR-2017-1124-CDP-SPP-MEL-1A). Erinn and Tim Bonefeld have been living in their home since 2012 and are proposing a small retail space with a joint live/work space above. I believe this is a smart use of the property and will further contribute to the eclectic feeling of the existing commercial and industrial properties on Hampton Drive. Erinn has been a small business owner on Abbot Kinney for nearly twenty years and both Erinn and Tim have been a part of the creative community in Venice for many years.

Currently, Hampton Drive has an auto body shop, a metal shop, restaurants, offices, Gold's Gym, Paradise Crossfit, many live/work units and several artist studios. Venice has a very small commercial area, and I believe this project would add value while maintaining the city's charm.

Best,

A handwritten signature in black ink, appearing to read 'Kath C. von Schlegell', written in a cursive style.

Kathleen von Schlegell
4243 Lyceum Avenue
Los Angeles, CA 90066



Planning APCWestLA <apcwestla@lacity.org>

appeal hearing for 706 Hampton--DIR-2017-1124-CDP-MEL-SPP-1A and ZA-2017-1123-ZAA-1A

Robin Rudisill <wildrudi@me.com>

Mon, Jun 4, 2018 at 11:14 AM

To: Cecilia Lamas <cecilia.lamas@lacity.org>

Cc: Rocky Wiles <rocky.wiles@lacity.org>, Planning APCWestLA <APCWestLA@lacity.org>, Faisal Roble <faisal.roble@lacity.org>, Debbie Lawrence <debbie.lawrence@lacity.org>, Theodore Irving <Theodore.Irving@lacity.org>, Juliet Oh <juliet.oh@lacity.org>, Hubert Hodgkin <hubert.mail@verizon.net>, Brian Silveira <silveira.brian@gmail.com>, "Posner, Chuck@Coastal" <Chuck.Posner@coastal.ca.gov>

WLAAPC Commissioners and Staff,

As per our discussion with the applicant, the appellants of this case are willing to withdraw the appeal, assuming the project description is changed as follows:

delete "one live-work unit (Joint Living and Work Quarters)"

replace with "one Single-Family Dwelling"

We understand that we have missed the deadline to officially withdraw the appeal and hope to work this out at the hearing.

Also, we would like to bring your attention to an error in the "Project Analysis" included in your Staff Recommendation Report, which is included in the agenda package.

On page A-4, Appeal Point No. 3, you state that Policy III. A. 1. only applies to certain areas of Venice. I have verified with Charles Posner, Supervisor of Planning for the California Coastal Commission, that that statement is not correct and that certified Venice Land Use Plan Policy III. A. 1. applies to all of Venice, as the policies do not specify otherwise. I have copied Mr. Posner on this email so that you can verify this with him.

We would appreciate you clarifying this correction at the hearing, for the record.

Thank you!

***For the Love of Los Angeles
and our precious Coast,***

Robin Rudisill
(310) 721-2343



Planning APCWestLA <apcwestla@lacity.org>

DIR-2017-1124-CDP-SPP-MEL-1A 706 Hampton Drive

Robert Thibodeau <robert@duarchitects.com>

Mon, Jun 4, 2018 at 4:08 PM

To: apcwestla@lacity.org, cecilia.lamas@lacity.org

Cc: Tim Bonefeld <info@democraticdesignstudio.com>

Dear Commissioners and Planning Staff,

Please see attached letter of support for the project.

RE: DIR-2017-1124-CDP-SPP-MEL-1A

706 Hampton Drive

June 4, 2018

Attention: Cecilia Llamas, Planning Staff and Area Planning Commissioners

I am writing this as a 30 year resident of Venice, homeowner in Venice, and business owner in Venice.

I URGE YOU TO DENY THE FRIVOLOUS APPEALS ON THIS PROJECT

I URGE YOU TO APPROVE THE PROJECT AS PROPOSED

The project is a creative, beautifully designed project that conforms to the LUP, the LCP, and the Specific Plan. The vision of Venice is for creative spaces and buildings for creative people. This proposed project is EXACTLY that. A mixed use building for a lovely family with a creative, successful, local business.

This mixed-use project will provide a transition between the larger commercial/industrial developments across the street and the adjacent multifamily neighborhood. It is designed to be in scale and character with the context of the neighborhood. It will be a fantastic addition to the streetscape. This creative design is exactly what Venice is all about.

Please do not give in to the serial appellants, approve this project!

6/4/2018

City of Los Angeles Mail - DIR-2017-1124-CDP-SPP-MEL- 1A 706 Hampton Drive

Robert

812 Lincoln Blvd., Venice, CA

3104528161



706 Hampton Letter.odt

11K

RE: DIR-2017-1124-CDP-SPP-MEL-1A
706 Hampton Drive

June 4, 2018

Attention: Cecilia Llamas, Planning Staff and Area Planning Commissioners

I am writing this as a 30 year resident of Venice, homeowner in Venice, and business owner in Venice.

I URGE YOU TO DENY THE FRIVOLOUS APPEALS ON THIS PROJECT

I URGE YOU TO APPROVE THE PROJECT AS PROPOSED

The project is a creative, beautifully designed project that conforms to the LUP, the LCP, and the Specific Plan. The vision of Venice is for creative spaces and buildings for creative people. This proposed project is EXACTLY that. A mixed use building for a lovely family with a creative, successful, local business.

This mixed-use project will provide a transition between the larger commercial/industrial developments across the street and the adjacent multifamily neighborhood. It is designed to be in scale and character with the context of the neighborhood. It will be a fantastic addition to the streetscape. This creative design is exactly what Venice is all about.

Please do not give in to the serial appellants, approve this project!

Robert

812 Lincoln Blvd., Venice, CA
3104528161



Juliet Oh <juliet.oh@lacity.org>

Case No: DIR-2016-51-CDP-SPP-MEL-1A Notice of Public Hearing for June 6 concerning project site 2812, 2814,2816,2818 South Grand Canal.

Amy Goldstein <abgoldstein@mac.com>
To: juliet.oh@lacity.org

Mon, May 14, 2018 at 8:11 AM

Attn: City of Los Angeles
Department of City Planning

I received Case No: DIR-2016-51-CDP-SPP-MEL-1A

Notice of Public Hearing for June 6 concerning project site 2812, 2814,2816,2818 South Grand Canal.

- I object strongly to the size and width along the canal of this project.
- I live directly across from this proposed structure at 2806 Strongs Drive. When I designed a much smaller structure but with a similar width across the canal, and brought in pictures of structure of the very one that would need to be torn down to build 2812, 2814,2816,2818 south grand canal (as examples of how similar my new house would be to these) my project was denied by the costal commission for not keeping with the integrity of the Venice Canals. My house is three thousand square feet on a double lot and I was not permitted to build along the canal for most of the width of my lot leaving 6 feet on each side. So how can this very same coastal commission with any integrity allow 4,632 square feet to be built along the grand canal of Venice? My house would have been taken up less width of the canal than the apartment building that his being torn down. This new house breaks with the integrity of the canals.
- If a house like this is permitted it will be proof that money and lobbying is determining what is built rather than the community's best interest, the architectural limits that are on the books, and the coastal commissions previous rulings.
- I believe building 4,632 square feet on the Grand Canal would be irresponsibly to the community, the environment, and to fairness.
- I have never gotten involved in what is built in the communities in which I live. I am v familiar with the codes for building on the canals (served on the Canal Association for several years) and have had direct experience with the Coastal Commission. For what reason would you make an exception to the California Environmental Quality Act and Guidelines?

Thanks for your consideration. Let me know if it would be helpful for me to come to the meeting on June 6th.

Amy

Amy Goldstein
2806 Strongs Drive
Venice, CA 90291
310 968 8860
abgoldstein@mac.com



Planning APCWestLA <apcwestla@lacity.org>

DIR-2016-51-CDP-MEL-SPP-1A Hearing on June 6, 2018, Agenda Item 9. 2812-2814-2816-2818 Grand Canal

richie smyth <zombiebrain@mac.com>

Sun, Jun 3, 2018 at 10:03 AM

To: Juliet.Oh@lacity.org, APCwestla@lacity.org, Celia.Lamas@lacity.org, Rocky.Wiles@lacity.org

Cc: Robin Rudisill <wildrudi@mac.com>

Dear Juliet, APC, Celia and Rocky

i would like to submit this letter as a part of the appeal to stop the demolishing of 2812 - to - 2818
there are many many points including the Mellow act which i am not mentioning as its repetitive and only wasteful
of your time so as a neighbour living next door for over 12 years i'm submitting my personal feelings only
Robin is more qualified to represent me.

thank you for your consideration
Richie Smyth

**Appeal 2812 - 18.pdf**

32K

Dear Juliet, APC, Celia and Rocky

I've been living at 2828 Grand Canal for 12 years now. It's a thriving community of residence. And as residence we are proud of the Canals and it's heritage. We engage with tourist regularly as it is a big part of the local tourism and the 8 original fourplexes are the only part accessible as the rest is multimillion dollar houses that are closed to engaging with.

Its been mentioned many times in this appeal that this is the last historic fabric to the original canals as it is. To put in lay mans terms. 70% of the houses on the Canal's are massive trophy houses that are lived in for usually a week a year, another 25 % of similar design are now being regularly AirBnB'd which has lead to endless parties. And 5% are these rental properties, which were built in 1940's and the last original structures left.

The planning for this enormous house, which will be at least twice as big as any other house screams of an AirBandB project that will in the short term tower above everything around it, cutting off sunlight permanently to its neighbours on the north side of it. And also setting the stage for all of these houses to be demolished in place of opulent real estate. Is this right ?

In reference to the other tenants residing at the property. One is related to the owner and the other is a friend from Malibu that uses it as a Venice crash pad. They are blatantly making Dean unwelcome and its fairly transparent its to try get rid of him.

Dean has been a great neighbour and friend. To put this community in perspective we often celebrate Thanksgiving together in the gardens where everyone's families join us.

If you are receiving a large number of appeals here its because this is effecting and upsetting a lot of people who live and have a settled happy life here on the Canals in Venice and are proud of their community.

Can you please take this into your strongest consideration when reviewing this appeal.

Many thanks
Richie Smyth
2828 Grand Canal
Venice
CA 90291

A handwritten signature in black ink, appearing to read 'RM SIA' with a large flourish at the end.



Venice Community Housing Corporation

720 Rose Avenue, Venice, California 90291-2710

Tel: (310) 399-4100 Fax: (310) 399-1130

Web: www.VCHCorp.org

June 2, 2018

West Los Angeles Area Planning Commission

11214 W. Exposition Blvd., 2nd Floor

Los Angeles, CA 90064

Sent via email

Re: Support of appeal, DIR-2016-51-CDP-MEL-SPP-1A

Dear Commissioners,

Venice Community Housing submits this letter in support of the appeal regarding the case number and address below, to be considered on June 6, 2018, Agenda Item 9:

DIR-2016-51-CDP-MEL-SPP-1A

2812-2814-2816-2818 Grand Canal

It is critical for the Commission to carefully review the City's recommendations and actions regarding its Mello Act review and compliance in this case, and grant the appeal, as there is an affordable, rent-stabilized unit at risk and the Mello Act is one of the few tools the City has to protect affordable housing existing in the market. Venice Community Housing is dedicated to the preservation and expansion of affordable and rent-stabilized housing in our neighborhood and in our City, and believe every single unit matters.

The appeal describes the arguments in considerable detail, but a particular issue to highlight is that the City had determined that an affordable housing unit existed on-site in July 2017, based on actual tax returns covering the appropriate three-year period of review. HCID reversed that decision based on information that was not submitted directly by the tenant, and then did not give the tenant adequate opportunity to respond. It may be true that a letter requesting the information was sent, but the City has to enact a higher standard than that if we are to effectively preserve affordable housing and protect low-income tenants.

This project clearly could include a single family home, as proposed, as well as one affordable replacement housing unit on-site. This is what the Mello Act intends and requires, and the City should uphold that. We urge you to grant the appeal.

Sincerely,

Becky Dennison
Executive Director



Planning APCWestLA <apcwestla@lacity.org>

Fwd: Grand Canal Project - Pevec

Alan Steier <alan.steier@gmail.com>
To: apcwestla@lacity.org

Mon, Jun 4, 2018 at 10:23 AM

Please see below for an email in support of Mr. Pevec's project

Begin forwarded message:

From: Alan Steier <alan.steier@gmail.com>
Date: June 4, 2018 at 10:12:04 AM PDT
To: juliet.oh@lacity.org
Cc: Olivia steier <oliviasteier@gmail.com>
Subject: Grand Canal Project - Pevec

Hi Ms. Oh,

I wanted to write a brief note in support of the proposed project on Grand Canal by Mr. Pevec. Despite my initial skepticism, Mr. Pevec has been earnest and transparent about his plans for his property. He was accommodating in showing us his plans for the project and the design/aesthetic are in line with the spirit of the canals. As renters next door at 2918 Grand Canal, we would welcome less traffic, lower density, and the conversion of a multi-family structure to single family home. We have been living at our place for four years and have seen numerous properties built in the one block radius of our home; Mr. Pevec has without a doubt been the most forward and generous with his solicitation of neighbor's opinions and has worked to sincerely alleviate any potential disruptions.

Thank you for your time.

Best regards,

Mr. and Mrs. Alan Steier

Kevin K. McDonnell
kkm@jmbm.com

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Ref: 77547-0001

June 4, 2018

BY EMAIL ONLY apcwestla@lacity.org

West Los Angeles Area Planning Commission
c/o: Cecilia Lamas, Commission Executive
Assistant
City of Los Angeles, Department of City
Planning
200 N. Spring Street
City Hall, Room 532
Los Angeles, CA 90012
E-Mail: apcwestla@lacity.org

Re: Response to Appeal of Director's Determination
DIR-2016-51-CDP-SPP-MEL-1A
ENV-2016-52-CE
2812, 2814, 2816 and 2818 South Grand Canal (the "Property")

Dear President Margulies and Members of the West Los Angeles Area Planning Commission:

This office represents Mobile Park Investment and Zoran Pevec, owner of the Property and applicant (the "Applicant") for the matter referenced above. This responds to the appeal of the Director of Planning's Determination filed by Mr. Will Hawkins (the "Appellant").

I. BACKGROUND

On March 16, 2017, the Director of Planning (the "Director") conditionally approved the Applicant's application for a Coastal Development Permit, Project Permit Compliance and a Mello Act determination for the demolition of an existing four-unit residential building and two detached garages and construction of a new single-family dwelling on the Property. Appellant appealed the Director's determination primarily on the grounds that the Mello Act determination by the Housing and Community Investment Department Los Angeles ("HCIDLA") that there are no affordable units on the Property is in error. Appellant also asserts that a single-family use for the Property is not appropriate and either the existing four-unit building should remain or a new multi-unit building should replace it.

Appellant also asserts that the Categorical Exemption, ENV-2016-52-CE, is not appropriate under State CEQA Guidelines ("Guidelines") Section 15303, Class 3, Category 1 and Guidelines Section 15332, Class 32 and that the findings required for the Coastal Development Permit were not made.

We understand that at the May 17, 2017 hearing the West Los Angeles Area Planning Commission ("WLAAPC") indicated it was satisfied that the Director had not erred in his determination with respect to the Coastal Development Permit and the Project Permit Compliance and, since the City Planning Staff Recommendation Report includes an exhaustive response to the Appellant's objections to the Categorical Exemption, this response addresses primarily the Mello Act issue and the compatibility concerns with the proposed single-family dwelling.

II. STANDARD OF REVIEW

In accordance with LAMC¹ Section 12.20.2 H.4, in order to grant an appeal of the Director's determination approving the Coastal Development Permit, the WLAAPC must find that the Director erred. Appellant carries the burden to provide substantial evidence proving specifically where the Director erred in his determination. Appellant has failed to do so.

Effective May 17, 2000, the governing document for the enforcement of the Mello Act in the City of Los Angeles is *Interim Administrative Procedures For Complying with the Mello Act in the Coastal Zone Portions of the City of Los Angeles*. The Interim Administrative Procedures ("IAP") remain in effect until the City of Los Angeles adopts an ordinance to replace it.

Section 8.0 of the IAP provides "[a]ppellants have the burden of proof and shall present substantial evidence to support their appeal." Appellant has failed to carry his burden.

III. MULTI-FAMILY VS. SINGLE-FAMILY DEVELOPMENT

Appellant asserts that replacing the existing four-unit residential building with a single-family dwelling contributes to cumulative impacts on the social and architectural character of the neighborhood. Notwithstanding Appellant's lack of substantial evidence to support such a claim, according to the certified Venice Land Use Plan ("LUP"), the Property is designated Low Medium I Density corresponding to the Property's current zoning of RW1-1-O and supports new construction of single-family dwellings only.

Approval of a multi-unit residential building in the Low Medium I Density land use designation in the RW1 Zone would violate the mandatory Coastal Development Permit requirement that the approval does not prejudice the City's ability to adopt a Local Coastal Program.² A Local Coastal Program must incorporate the LUP together with other applicable general plan elements, zoning ordinances and other implementing actions when it adopts a Local Coastal Program. Until a Local Coastal Program is adopted, the LUP is the guiding document for all land use decisions in the various areas in Los Angeles located within the California Coastal Zone. Replacing the existing four-unit building with anything other than a single-family

¹ Los Angeles Municipal Code

² See LAMC Section 12.20.2 G.1(b)

dwelling would violate the LUP and, therefore, prejudice the ability of the City of Los Angeles to adopt a Local Coastal Program.

IV. MELLO ACT DETERMINATION

HCIDLA has sole jurisdiction over the Mello Act determination as to whether there are any affordable units on the Property that must be replaced.³

In January 2016, when HCIDLA received the referral from the City Planning Department for an affordable unit determination, one unit (2816 1/2) was occupied by the owner/Applicant, two units (2814 and 2814 1/2) were occupied by a single tenant and one unit (2816) was occupied by tenant Dean Clements. HCIDLA sent requests for income information to the tenant in 2816, but nothing was returned. Consequently, HCIDLA relied on information provided by the Applicant in making its initial determination on April 4, 2016, that there were no affordable units at the Property.

After Appellant appeared at the WLAAPC hearing of May 17, 2017 and argued that the current tenant of unit 2816 could produce tax returns proving he was in the low income range, the matter was continued to allow further review of the affordable unit determination. Relying solely on "taxable income" from the tenant tax returns for unit 2816, HCIDLA reversed its determination. In its letter of July 6, 2017, HCIDLA changed its determination finding that there was one affordable unit at the Property.

However, Section 4.4 of the IAP does not even mention tax returns. Moreover, any mention in the IAP of occupant income is described as "actual income" not taxable income. The California Health and Safety Code Sections referenced in the IAP definitions for "Household, Low Income," "Household, Moderate Income" and "Household, Very Low Income" refer to "gross income."

We obtained a divorce judgment in favor of the tenant occupying unit 2816 (a public record) which clearly shows the tenant's actual income is far in excess of a person of Very Low, Low or Moderate income. We provided this information to HCIDLA. We also sent HCIDLA cancelled checks written by the tenant out of his personal checking account for rent at \$3,000 per month for the three years between January 2013 and January 2016.⁴

IAP Section 4.4.3 clearly provides that "LAHD⁵ may determine occupant income using Monthly Housing Cost as a substitute for actual income, or by collecting and verifying actual income." We provided information to HCIDLA demonstrating that the tenant's actual income is beyond the Very Low, Low or Moderate level. We also sent HCIDLA the actual Monthly Housing Cost in the form of the tenant's cancelled monthly rent checks and the Rental

³ IAP Section 4.4, at p. 13.

⁴ This is the "lookback" period required by IAP Section 4.4.3.

⁵ Formerly Los Angeles Housing Department, currently Housing and Community Investment Department Los Angeles.

Agreement for the initial rental rate of unit 2816 of \$3,000 per month.⁶ No matter the source of the "actual income" HCIDLA was provided with absolute proof of the Monthly Housing Cost. At \$3,000 per month, the Monthly Housing Cost for unit 2816 far exceeds the maximum allowable rent level for a moderate income tenant of \$1,604 for a two-bedroom unit.⁷

The proper outcome of the affordability determination is obvious. The unit occupied by the tenant in unit 2816 is not an affordable unit. It is clear by the information we provided to HCIDLA that the tenant has substantial means over and above what appears on his tax return.

Given that the IAP provide an affordability determination can be made based on either actual income or Monthly Housing Cost and given that both methods indicate the tenant is not of Very Low, Low or Moderate income, reliance on tax returns is in error.

Consequently, HCIDLA properly concluded in its March 22, 2018 letter, a true and correct copy of which is attached hereto as Exhibit "C", that there are no affordable units at the Property.

V. CONCLUSION

Based on the substantial evidence included herein, the findings and conclusions provided in the June 6, 2018 City Planning Department Staff Recommendation Report and any such additional evidence submitted at the June 6, 2018 public hearing, the WLAAPC should deny the appeal in its entirety, sustain the action of the Director approving the Coastal Development Permit and Project Permit Compliance, adopt the HCIDLA Mello Act Determination, and adopt the Categorical Exemption.

Very truly yours,



KEVIN K. MCDONNELL of
Jeffer Mangels Butler & Mitchell LLP

KKM:kkm
Attachments

cc: Honorable Councilmember Mike Bonin, c/o: Len Nguyen; len.nguyen@lacity.org
Juliet Oh, City Planner; juliet.oh@lacity.org

⁶ A true and correct copy of the Rental Agreement for unit 2816 signed by Dean Clements is attached hereto as Exhibit "A."

⁷ See Los Angeles Housing & Community Investment Department 2017 Income and Rent Limit – Land Use Schedule VII attached hereto as Exhibit "B."

EXHIBIT A

RENTAL AGREEMENT (Month-to-Month)

AGREEMENT is made and entered into this 1 day of December 2012 between

William Magee
(Name of Owner/Agent)

"Owner/Agent", whose address and phone

number are

321 Brooks Ave, Venice CA 90291
(Address and Telephone of Owner/Agent)

and

(List all Residents who will sign this Agreement)

"Resident."

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

the premises located at: 2816 Grand Canal Unit # (if applicable) _____
Venice CA 90291
(Street Address) (City) (Zip)

on a month-to-month term.

2. **RENT:** Rent is due in advance on the 1 day of each and every month, at \$ 3000 per month, beginning on 12/1/2013, payable to Owner/Agent at 321 Brooks Ave Venice
(Date) (Address where payments should be delivered)

Payments made in person may be delivered to Owner/Agent between the hours of 8 and 8 on the following days of the week:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☐ Sunday ☒ Other By Call only

Acceptable methods of payment:

☒ Personal Check ☐ Cashier's Check ☐ Money Order ☐ EFT/Credit Card (see Owner/Agent for details) and ☒ Cash

If rent is paid after the 3rd of the month, there will be a late charge of \$ 50 assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ 22, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds. The Owner/Agent may refuse a personal check as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, as a security deposit, the sum of \$ 3000
☒ Prior to taking possession of the unit or ☐ no later than _____

Resident shall not use the security deposit to pay any month's rent. Owner/Agent may withhold from the security deposit only such amounts as are reasonably necessary to remedy Resident defaults including, but not limited to, the following:

- (a) defaults in the payment of rent,
- (b) to repair damages to the premises caused by Resident, exclusive of ordinary wear and tear, and/or
- (c) to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or
- (d) to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident. Any remaining portion of the security deposit shall be returned in the form of a single check made out to all Residents listed above.



California Apartment Association Approved Form
www.caanet.org
Form 2.0 - Revised 1/12 - ©2010 - All Rights Reserved
Page 1 of 4

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4. **UTILITIES:** Resident shall pay for all utilities, services and charges, if any, made payable by or based upon occupancy of Resident, except:

Resident shall have the following utilities connected at all times during the tenancy (check as applicable):

☒ Gas ☒ Electric ☒ Water ☐ Trash ☐ Sewer ☐ Other: _____

Disconnection of utilities due to non-payment is a material violation of this Agreement.

5. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
6. **TERMINATION:** Except as prohibited by law, this Agreement may be terminated by Resident after service upon the Owner/Agent of a written 30-day notice of termination of tenancy. Except as prohibited by law, this Agreement may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate this Agreement by service upon the Resident of a written 30-day notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current fair rental value of the unit, divided by 30.
7. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

DEAN CLEMENTS

3/22/66

Name

Birthdate

Name

Birthdate

Name

Birthdate

Name

Birthdate

8. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, waterbeds, charcoal burners or other open-flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") or

_____ shall be kept or allowed in or about the premises.

9. **QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
10. **REPAIRS AND ALTERATIONS:** Resident shall make a written request to Owner/Agent regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation or proceeding caused by Resident. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear.
11. **ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
12. **CARE, CLEANING, MAINTENANCE AND INSURANCE:** Resident agrees to leave the premises in the same condition as it was received, subject to normal wear and tear. Resident acknowledges that the damage caused by smoking tobacco products is considered above normal wear and tear and will damage surfaces and fixtures, including, the carpet, carpet pad, wallboard, window coverings and ceilings. Depending on the severity of the damage, costs for restoration of the unit may include, but are not limited to, cleaning, sealing, painting, deodorizing, and possible replacement of fixtures and various surface materials. Except as prohibited by law, Resident shall keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition. Upon move-out, Resident agrees to return the unit to the same level of cleanliness it was in at the inception of the tenancy. Resident ☐ is ☐ is not (check one) responsible for the



upkeep of the yard and landscaping. Resident shall pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees. Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.

13. **WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.
14. **JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement and shall indemnify Owner/Agent for liability arising prior to the return of possession to the Owner/Agent for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.
15. **ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.
16. **SUBLETTING AND ASSIGNMENT:** No portion of the premises shall be sublet nor this Agreement assigned. Any attempted subletting or assignment by Resident shall, at the election of Owner/Agent, be an irremediable breach of this Agreement and cause for immediate termination as provided herein and by law.
17. **SALE OF PROPERTY:** In the event of the sale or refinancing of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.
18. **SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.
19. **NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.
20. **ADDENDA:** By initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda (as checked), copies of which are attached hereto and are incorporated as part of this Agreement.
- | | |
|---|---|
| ☐ Asbestos Addendum (Form 17.1) | ☐ Pool Rules Addendum (Form 15.0) |
| ☐ Bedbug Addendum (Form 36.0) | ☐ Proposition 65 Brochure (Form PROP65BROCHURE) |
| ☐ CC&Rs Addendum (Form 2.9) | ☐ Renters Insurance Addendum (Form 12.0-MF) |
| ☐ Day Care Addendum (Form 28.0) | ☐ Resident Policies Addendum (Form 17.0) |
| ☐ Furniture Inventory (Form 16.1) | ☐ Satellite Dish and Antenna Addendum (Form 2.5) |
| ☐ Grilling Addendum (Form 35.0) | ☐ Smoke Detector Addendum (Form 27.0) |
| ☐ Guarantee of Rental/Lease Agreement (Form 41.0) | ☐ Unlawful Activity Addendum (Form 2.4) |
| ☐ Lead-Based Paint Addendum (Form LEAD1) | ☐ Waterbed Addendum (Form 14.0) |
| ☒ Mold Notification Addendum (Form 2.7) | |
| ☐ Move In/Move Out Itemized Statement (Form 16.0) | ☐ Other _____ |
| ☐ Non-Smoking Areas Addendum (Form 34.0) | ☐ Other _____ |
| ☐ Pest Control Notice Addendum (Form 2.6) | ☐ Other _____ |
| ☐ Pet Addendum (Form 13.0) | ☐ Other _____ |

Resident(s) initials here: Y DC



21. **ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

22. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

23. **ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:

- ☐ the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$_____, plus court costs.
or
☐ each party shall be responsible for their own attorneys' fees and court costs.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

X 11/25/13 Date	<u>[Signature]</u> Resident	_____ Date	_____ Resident
11/25/13 Date	<u>[Signature]</u> Owner/Agent	_____ Date	_____ Resident



NRIN

ESTOPPEL STATEMENT

I hereby certify that I am the tenant at 2816 GRAND CANAL
VENICE, CA 90291

under rental agreement dated: DEC. 2013

Amendments to agreement dated: _____

The amount of the rent now in effect is: \$ 3,000 PER MONTH

Currently paid to: VENICE OF VIRGINIA

Amount of any security deposit \$ 3,000

\$ _____

The undersigned certifies that funds/offsets due the undersigned under the rental agreement are as follows: (if none, specify "NONE") NONE

Approved:
Kathleen Shipe

DEAN CLEMENTS
Name

Dean Clements
(signature)

(signature)

RECEIVED

by X

EXHIBIT B

LOS ANGELES HOUSING & COMMUNITY INVESTMENT DEPARTMENT

2017 Income and Rent Limit - Land Use Schedule VII

Effective Date: August 1, 2017

2016 Median	\$64,800	AMI Change from 2016
2017 Median	\$64,800	0.00%

Table I: Qualifying Maximum Income Levels Based on Family Size

Income Level	Family Size							
	One	Two	Three	Four	Five	Six	Seven	Eight
Extremely Low (30%)	\$18,950	\$21,650	\$24,350	\$27,050	\$29,250	\$31,400	\$33,550	\$35,750
Very Low (50%)	\$31,550	\$36,050	\$40,550	\$45,050	\$48,700	\$52,300	\$55,900	\$59,500
Low (80%)	\$50,500	\$57,700	\$64,900	\$72,100	\$77,900	\$83,650	\$89,450	\$95,200
Moderate (120%)	\$54,450	\$62,200	\$70,000	\$77,750	\$83,950	\$90,200	\$96,400	\$102,650

Income: Extremely Low: 0% - 30% AMI

Low: 50% - 80% AMI

Very Low: 30% - 50% AMI

Moderate: 80% 120% AMI

Table II: Maximum Allowable Rent Levels

Rent Level	Bedroom Size					
	0	1	2	3	4	5
Extremely Low (30%)	\$340	\$389	\$437	\$486	\$525	\$563
Very Low (50%)	\$567	\$648	\$729	\$810	\$875	\$940
Low (60%)	\$680	\$778	\$875	\$972	\$1,050	\$1,128
Moderate (110%)	\$1,247	\$1,426	\$1,604	\$1,782	\$1,925	\$2,067

Rents: Extremely Low: 30% of 30% of AMI

Low: 30% of 60% of AMI

Very Low: 30% of 50% of AMI

Moderate: 30% of 110% of AMI

The annual allowable automatic rent adjustment rate for rental units subject to the Rent Stabilization Ordinance is currently 3%.

EXHIBIT C



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

DATE: March 22, 2018

TO: Debbie Lawrence, Senior City Planner
City Planning Department

FROM: Robert Manford, Environmental Affairs Officer 
Los Angeles Housing and Community Investment Department

SUBJECT: **SECOND REVISED Mello Act Determination for
2814-2814 ½ and 2816-2816 ½ South Grand Canal, Venice, CA 90291**

Planning Case #: DIR 2016-51-CDP-MEL-SPP

Based on information recently provided by the owner, Mobile Park Investment, Inc., a Texas corporation, the Los Angeles Housing + Community Investment Department (HCIDLA) has decided to revert its Revised Mello Act Determination dated July 6, 2017, which stated that one (1) affordable unit existed and currently exists at 2812 – 2818 South Grand Canal, Venice, CA 90291 (the "Property"), back to the original Mello Act Determination dated April 4, 2016, which stated that no affordable unit exists at the Property.

The Property consists of a four (4) unit dwelling per the Certificate of Occupancy document dated May 6, 1949. Each unit is comprised of two (2) bedrooms. The current owner acquired the Property with Units 2814 – 2814 ½ occupied by one (1) tenant and Unit 2816 occupied by another tenant. Unit 2816 ½ was delivered vacant at close of escrow. Per the statement provided by the owner, they are proposing to demolish the existing four (4) unit dwelling and construct a single family dwelling. The Property was acquired on October 15, 2014 and no building permits have currently been filed.

Section 4.4.3 of the Interim Administrative Procedures for Complying with the Mello Act (IAP) requires that HCIDLA collect monthly housing cost data for at least the previous three (3) years. The owner's Mello application statement was received by HCIDLA on April 9, 2015, but because the Department of City Planning (DCP) Advisory Notice and Screening Checklist was received by HCIDLA on January 26, 2016, HCIDLA must collect data from: January 2013 through January 2016.

Per the rental agreements, bank statements (former and current owner) and rent statement executed by seller and buyer (Mobile Park Investment, Inc.) during escrow, housing cost for Unit 2814 averaged \$5,000 per month, while Unit 2816 averaged \$2,786 per month during the previous three years. Unit 2816 ½ was rented during September 2013 – March 2014 only and averaged a housing cost of \$1,987 per month. Utility bills were provided for Unit 2816 ½ to display that it is not tenant occupied as the bills are sent to the Property and the minimal to zero utility usage supports the owner's claim that it is intermittently occupied by members of the ownership.

On May 8, 2015, HCIDLA sent a tenant letter via certified mail to the four (4) units. The tenant letters for Units 2814 and 2814 ½ were returned to HCIDLA as undeliverable. On May 11, 2015, the tenant of Unit 2816 claimed the tenant letter and the occupant of Unit 2816 ½ claimed the tenant letter, but no responses were received. On February 26, 2016, a tenant letter was resent to Unit 2814, however no forms were returned within the deadline to provide information.

On or around March 31, 2017, an appellant filed an Appeal Application with the DCP on the basis that the tenant of Unit 2816 wanted to submit income verification documents. On May 18, 2017, HCIDLA received copies of that tenant's Income Tax Returns for tax years 2014, 2015, and 2016, which showed to be below HCIDLA's Schedule 7 threshold for a Very Low Income Household. HCIDLA received the Tax Transcripts from the Internal Revenue Service on July 3, 2017, which confirmed that the tenant may qualify as a Very Low Income Household. HCIDLA based its Revised Mello Act Determination dated July 6, 2017 on these documents.

After the Revised Mello Act Determination dated July 6, 2017 was issued, the owner provided new and relevant information to HCIDLA. Due to the new information, HCIDLA sent a letter to the tenant of Unit 2816 dated February 8, 2018, requesting additional financial information regarding other sources of income not reported on the tax returns, which may have an impact on the affordability determination of Unit 2816. As of March 22, 2018, HCIDLA has not received any of the additional information requested.

Based on information provided by the owner, and the absence of the documents requested from the tenant of Unit 2816 on, or around February 8, 2018, HCIDLA is reverting its Revised Mello Act Determination dated July 6, 2017, back to the original Mello Act Determination dated April 4, 2016. Therefore, no affordable unit is required to be replaced under the Mello Act.

cc: Los Angeles Housing and Community Investment Department File
Mobile Park Investment, Inc., a Texas Corporation, Owner
Richard A. Rothschild, Western Center on Law and Poverty, Inc.
Susanne Browne, Legal Aid Foundation of L.A.
Juliet Oh, City Planning Department

RM:MAC:nk



Planning APCWestLA <apcwestla@lacity.org>

appeal hearing for 2812-2814-2816-2818 Grand Canal--DIR-2016-51-CDP-SPP-MEL-1A

Robin Rudisill <wildrudi@mac.com>

Mon, Jun 4, 2018 at 11:40 AM

To: Cecilia Lamas <cecilia.lamas@lacity.org>

Cc: Rocky Wiles <rocky.wiles@lacity.org>, Planning APCWestLA <APCWestLA@lacity.org>, Faisal Roble <faisal.roble@lacity.org>, Debbie Lawrence <debbie.lawrence@lacity.org>, Juliet Oh <juliet.oh@lacity.org>, "Posner, Chuck@Coastal" <Chuck.Posner@coastal.ca.gov>, "Henry, Teresa@Coastal" <Teresa.Henry@coastal.ca.gov>, Will Hawkins <will@mhxoutdoor.com>

WLAAPC Commissioners and Staff,

I would like to bring your attention to an error in the "Project Analysis" included in the Staff Recommendation Report, which is included in the agenda package for this case.

On page A-6, Appeal Point No. 3, staff states that the LUP does not specifically call out or designate specific areas within the Venice Coastal Zone that are sensitive coastal resource areas.

Please see attached excerpts from the certified Venice Land Use Plan:

Please note that the definition of "Sensitive Coastal Resource Areas" (defined in both the Coastal Act and the certified Venice Land Use Plan) includes:

- * Areas possessing significant recreational value
- * Highly scenic areas
- * Special communities or neighborhoods which are significant visitor destination areas.
- * Areas that provide existing coastal housing or recreational opportunities of low- and moderate-income persons.

The Venice Canals is all of the above.

Please also see certified Venice Land Use Plan Policy I. D. 3. in the attachment above, which makes it clear that the canals are a highly scenic coastal area and vista point.

We would appreciate you clarifying this correction at the hearing, as it is a very important point with respect to this appeal.

We strongly believe that we have provided Substantial Evidence that an EIR and review of feasible alternatives is required. The protection of this highly scenic area, this special community/neighborhood that is a significant visitor destination area, this area possessing significant recreational value, and, MOST OF ALL, this area that provides existing coastal housing or recreational opportunities for low- and moderate-income persons MUST be protected under existing state laws—the Coastal Act (and the Coastal Commission-certified Venice Land Use Plan) and CEQA.

Thank you very much for your consideration!

***For the Love of Los Angeles
and our precious Coast,***

Robin Rudisill
(310) 721-2343



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Certified Venice Land Use Plan - excerpts

removed or replaced.

Replacement Unit: Any affordable housing unit to be provided as replacement for an existing unit on a project site.

Replacement Parking: Any parking space to be provided as replacement for an existing parking space on a project site.

Roof Access Structure: An enclosed stairway or elevator housing that provides access to a roof, but contains no storage, habitable or living area.

Sensitive Coastal Resource Areas: Those identifiable land and water areas within the Coastal Zone of vital interest and sensitivity, including the following:

- a. Special marine and land habitat areas, wetlands, lagoons, and estuaries as mapped and designated in Part 4 of the Coastal Plan.
- b. Areas possessing significant recreational value.
- c. Highly scenic areas.
- d. Archaeological sites referenced in the California Coastline and Recreation Plan or as designated by the State Historic Preservation Officer.
- e. Special communities or neighborhoods which are significant visitor destination areas.
- f. Areas that provide existing coastal housing or recreational opportunities for low- and moderate-income persons.
- g. Areas where divisions of land could substantially impair or restrict coastal access.

See
attached

Policy I. D. 3. Views of Natural and Coastal Recreation Resources

The scale of development shall comply with height limits, setbacks and standards for building massing specified in Policy Groups I.A and I.B, Residential and Commercial Land Use and Development Standards of this LUP, in order to protect public views of highly scenic coastal areas and vista points including but not limited to, the canals, lagoon, jetty, pier, Ocean Front Walk, walk streets and pedestrian oriented special communities.

Policy I. D. 4. Signs. Roof top signs and billboards are prohibited in all land use categories. Business identification signs shall comply with the height limits and development standards specified in the LUP to ensure they do not adversely affect view sheds and view corridors.

**Preservation of Venice
as a Special Coastal
Community**

Policy I. E. 1. General. Venice's unique social and architectural diversity should be protected as a Special Coastal Community pursuant to Chapter 3 of the California Coastal Act of 1976.

Policy I. E. 2. Scale. New development within the Venice Coastal Zone shall respect the scale and character of community development. Buildings which are of a scale compatible with the community (with respect to bulk,

DAY OF HEARING SUBMISSIONS