

1 BEFORE THE PLANNING COMMISSION
2 OF THE CITY OF WEST HOLLYWOOD
3 COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
4 In the Matter of Planning Commission Agenda Minutes

5
6 Address:)
7 West Hollywood Park Public Meeting Room)
8 625 N. San Vicente Boulevard)
9 West Hollywood, California)
10 _____)

11 DATE OF MEETING: April 19, 2018

12 PLANNING COMMISSION:	STAFF:
13 Sue Buckner, Chair	John Keho, AICP, Interim Director
14 Stacey Jones, Vice-Chair	David DeGrazia, CHPP, Manager
15 David Aghaei, Commissioner	Rachel Dimond, Senior Planner
16 John Altschul, Commissioner	Lauren Langer, Act. Asst. C. Atty
17 Adam G. Bass, Commissioner	David Gillig, Comm. Secretary
18 Rogerio Carvalheiro, Commissioner	
19 Lynn Hoopingarner, Commissioner	

20
21 And Public Speakers.

22
23
24

1 **Planning Commission Meeting**

2 **Thursday, April 19, 2018**

3 Buckner: Thank you everybody. Please be seated. I'm
4 welcoming you today to the West...tonight I should
5 say, West Hollywood Planning Commission. It's
6 Thursday, April 19th, 2018. This is a regular
7 meeting and I call the meeting to order. The first
8 item after the call to order is the pledge of
9 allegiance. I understand Bob Burke is in
10 the...auditorium. Could you come up and lead our
11 pledge?

12 Burke: Thank you. Ready? Begin. I pledge allegiance to
13 the flag of the United States of America and to the
14 Republic for which it stands, one Nation under God,
15 indivisible with liberty and justice for all.
16 Thank you.

17 Buckner: Mr. Secretary, can you call the roll, please?

18 Gillig: Good evening. Commissioner Hoopingarner?

19 Hoopingarner: Present.

20 Gillig: Commissioner Carvalheiro?

21 Carvalheiro: Here.

22 Gillig: Commissioner Bass?

23 Bass: Here.

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1 Gillig: Commissioner Altschul?

2 Altschul: Here.

3 Gillig: Commissioner Aghaei?

4 Aghaei: Here.

5 Gillig: Vice-Chair Jones?

6 Jones: Here.

7 Gillig: Chair Buckner?

8 Buckner: Here.

9 Gillig: And we have a quorum.

10 Buckner: Thank you so much. Moving onto Item Number 5,
11 which is approval of the minutes. That was for the
12 April...excuse me. May 3rd...excuse me, of the
13 last April 5th meeting, right? So we're asking...
14 Jones: (Talking over) the 1st.

15 Buckner: Oh, excuse me. I'm sorry. Approval of the agenda,
16 I checked it off without even realizing it. Do I
17 have a motion for approving the agenda for tonight?

18 Gillig: Motion Vice-Chair Jones, seconded by Commissioner
19 Aghaei. Agenda is approved unanimous.

20 Buckner: Thank you for correcting me. Next, we move onto
21 the approval of minutes of the prior Planning
22 Commission meeting. I understand that they weren't
23 quite ready to move onto tonight's agenda. We're
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1 going to continue it to May 3rd, is that correct?

2 Gillig: That is correct.

3 Buckner: Do I have a motion for that?

4 Gillig: Motion Vice-Chair Jones, Commissioner Bass
5 seconded.

6 Buckner: Any opposition?

7 Gillig: And motion carries unanimously.

8 Buckner: Next item is a public comment, and do we have
9 speakers --?

10 Gillig: We do, we have two public speakers. Our first
11 public speaker is Richard Giesbret.

12 Giesbret: Richard Giesbret, resident of West Hollywood West
13 Resident's Association. You should have received a
14 letter of comment from West Hollywood West about
15 Bottega Louie, and some concerns we have about the
16 acoustical reports, we have concerns the scope of
17 those reports, which we feel is...are faulty. That
18 the conclusions of those reports, and who evaluates
19 those reports, and we would like you to think
20 broadly about the circumstances about
21 around...surrounding Bottega Louie, and more
22 importantly, protecting West Hollywood Park, so,
23 from incursions from commercial development around
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1 it. So if you will simply pay attention to those
2 things.

3 Buckner: Thank you.

4 Giesbret: First and foremost, we'd appreciate it. Thank you.

5 Buckner: Thank you. And I believe that we're going to have
6 a little report on that later on in the evening
7 tonight. And we have another speaker.

8 Gillig: And we have one more, our last speaker is Genevieve
9 Morrill.

10 Buckner: Genevieve Morrill.

11 Morrill: Yes, I knew that. Good evening, Madam Chair,
12 Commissioners, Genevieve Moreau, President and CEO
13 of the West Hollywood Chamber of Commerce. I
14 wanted to invite you to our West Hollywood State of
15 the City 2018, which will be held on June 14th,
16 from 6:00 to 9:00 at the Lyndon, and each year we
17 have a theme in mind, and it usually goes hand in
18 hand with who the mayor is at the time, and this
19 year, the focus will be the Sunset Strip. We're
20 working on the programming right now with Economic
21 Development and the City, and we invite you all to
22 attend. Thank you.

23 Buckner: Any other speakers? Okay, then we'll move onto the
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1 director's report. Mr. Keho.

2 Keho: Thank you, Chair and Commissioners. John Keho. So
3 I just want to give you an update on the appeal for
4 12274 Formosa, that was heard by the City Council
5 on Monday night. There is a lot of people at the
6 City Council meeting speaking on both sides of the
7 issues. Ultimately, the City Council both upheld
8 and denied the appeals and in part, and so,
9 ultimately, what they did is they added a new
10 condition to the approval, addressing the Juliette
11 balconies, and so I'll read what the draft language
12 is for that resolution for that condition. "The
13 Juliette balconies on the first level of the south
14 elevation shall be redesigned to include a window
15 that is fixed to a height of 42 inches measured
16 from the floor. The portion of the window that
17 exceeds 42 inches of this, to the ceiling can be
18 movable. So, basically, that made a window that
19 still provides a lot of air to be able to come in
20 and out, but from 42 inches down to the ground
21 would be fixed, it could not be open, and
22 therefore, they don't need to have any security
23 railing on the outside of that, and so that was the
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1 decision by the City Council. And I'll be back
2 later in the evening after the main item is over
3 with to give a brief update on Bottega Louie, I'll
4 be over there with Planning Manager's comments.

5 Buckner: You'll address that later?

6 Keho: Yes, later, during Planning Manager's comments.

7 Buckner: Thank you very much. Moving on to Item Number 8.
8 Items from Commissioners. Do I have any
9 commissioners who would like to speak at this time?
10 I'm seeing heads going this way, I'll move on then
11 to Consent Calendar, which there is none, and the
12 next item is Number 10, and it's a public hearing
13 for tonight. It is the only item on our agenda for
14 public hearing, and it's the appeal of 8500 Sunset
15 Boulevard, West Tower. I understand that the, I
16 guess I could address this at this point. That the
17 appellant has asked for additional time to do their
18 presentation. It's an unusual request for the
19 length of time that they're asking for, but because
20 we only have this one item and because the
21 complicated nature of this particular item, I'm
22 going to grant that request, so...

23 Altschul: What are they asking for?
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1 Buckner: They're asking for a half an hour for their
2 presentation.
3 Buckner: Do I have any objection?
4 Aghaei: Yes, I object.
5 Buckner: Okay.
6 Aghaei: Sorry.
7 Buckner: All right, let me hear your...how many people
8 object? So would be opposed to it?
9 Buckner: Three? And how many of us are...?
10 Hoopingarner: I'd be willing to extend the time but not triple
11 it.
12 Buckner: Okay, how about 20 minutes instead of...?
13 Aghaei: I'm fine with that.
14 Unanimous: [straw vote for 20 minutes]
15 Buckner: Everybody's fine with that? Okay, we'll do it 20
16 minutes, I hope that the appellant will be prepared
17 for that. Thank you very much and we'll move on.
18 We have a staff report.
19 Dimond: Good evening, Commissioners, members of the public.
20 My name is Rachel Dimond, I'm a senior planner in
21 Long Range and Mobility Planning Division.
22 Tonight, before you, we have a Zoning Ordinance
23 Interpretation appeal that is related to 8500
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1 Sunset Boulevard. A little bit of background on
2 the project, in 1999, the City entered into a
3 development agreement with the former owners of
4 this project to develop three Parcels, the East,
5 Middle, and West Parcels. The West Parcel is now
6 known as Sunset Millennium and was developed as
7 part of that original 1999 development, and
8 ultimately, a restated development agreement was
9 approved by the City in 2005, that essentially
10 established the development rights for both the
11 Middle and East Parcels. The Middle Parcel is the
12 subject parcel that we'll be discussing tonight.
13 As part of that amended and restated development
14 agreement, there was an associate EIR that was
15 certified, as well as a number of permits as part
16 of their entitlement, including development
17 permits, demolition permits, tall wall and sign
18 permits approved by the City Council. As part of
19 that 2005 development agreement, the subject Middle
20 Parcel was approved to include condominiums as well
21 as retail on the ground floor. In 2012, there were
22 a number of amendments made to that approval that
23 is included in your packet this evening, and
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1 specifically, there was a reference that was added
2 to allow for those condominiums to also be utilized
3 as apartments, which would change their vesting
4 tentative track map at the time, and ultimately,
5 reflected in their final map that was recorded in
6 2017. Excuse me, yes, '17. Thank you. In January
7 2017, there was a Certificate of Occupancy issued
8 for the project. Ultimately, the residential units
9 were left vacant at that time while there were
10 additional tenant improvements that were, that were
11 being done on the property. There were a number of
12 changes made to the unit, and then the retail
13 components of that project were subsequently
14 developed and are still, some under construction,
15 and some are occupied at this point. In June of
16 2017, the City was notified of the potential use of
17 these residential dwelling units through an article
18 in the *L.A. Times*, which was also included in your
19 packet. And I think that that is particularly of
20 interest because that's what kind of started the
21 ball rolling for this entire process that brought
22 us here today. So ultimately, you know, the city
23 issued a Zoning Ordinance Interpretation in
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1 November of 2017, again, also included in your
2 packet, with some attachments that included emails
3 and letters back and forth between the City and the
4 developer to help the City understand what it is
5 that the developer was proposing to do, so you'll
6 hear a little bit about anticipated use at the
7 time, in November, they were not operational, so
8 the zoning interpretation discussed anticipated use
9 of the property, but ultimately, the project was
10 operational as of February of this year, 2018. In
11 December of 2017, just to take a step back, the
12 appellants appealed the Zoning Ordinance
13 Interpretation, which, basically, said two key
14 items. One is that the anticipated use of the
15 property would be not for long-term use and short-
16 term use, and also that they would be operating a
17 hotel on the property, which would be in violation
18 of the Development Agreement, as well as the
19 associate entitlements, so that's what brings us
20 here today. We have a Zoning Ordinance
21 Interpretation that was issued by the director in
22 November of 2017. That was appealed, and we're
23 here at this hearing to discuss that Zoning
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1 Ordinance Interpretation, and ultimately, your
2 determination will determine if that Zoning
3 Ordinance Interpretation is approved or not. So
4 the interpretation, as I stated, the interpretation
5 really dials in on the building being operated as a
6 hotel, that the units are not rented on a long-term
7 basis, which is in violation of the Development
8 Agreement, and that use as a hotel was not
9 contemplated Environmental Impact Report, nor was
10 it contemplated in the Statement of Overriding
11 Considerations, that allows for a project that has
12 significant impacts on the environment to still
13 move forward. Ultimately, the use of residential
14 dwelling units on the site triggered requirements
15 for Affordable Housing, both on-site and fees in
16 lieu that were paid. Right now, there are
17 affordable units that are identified in both the
18 East and West Towers of this Middle Parcel, and at
19 this point, the units in the East par--...East
20 Tower rather, of the Middle Parcel, are already
21 occupied, and the City is working with the
22 developer to fill those units in the West Tower
23 that is the subject tower that we're discussing
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1 today, and just to kind of wrap it all together,
2 ultimately, this use as a hotel not being used in a
3 long-term basis doesn't support the need for long-
4 term housing in this City, which was one of the
5 many reasons that this project was approved, to
6 help to, essentially, increase the amount of
7 housing stock that the City has. So used as a
8 hotel, and I'll kind of break these down as simply
9 as possible. The code defines hotel as a facility
10 with guest rooms or suites provided with or without
11 meals or kitchen facilities rented to the general
12 public for overnight or other temporary lodging,
13 typically less than 30 days. The units are being
14 rented to the general public, with online booking
15 available. There's also a front desk you can walk
16 in and book the units. They are serving as
17 temporary lodging, guests aren't establishing
18 residency, so people are staying here on business,
19 they're coming on family vacations, and generally,
20 not establishing residency in these units. People
21 aren't registering to vote at this address as an
22 example, perhaps they are in the East Tower, where
23 the units are being rented on an annual basis

1 unfurnished. These units are furnished and are
2 being rented for 31-plus days. Essentially, the
3 building is being used as an extended stay hotel to
4 kind of help understand this type of use as it
5 relates to other building, you know, extended-stay
6 hotels are typically for a longer vacation or
7 business-type stay, and it hasn't been a use that's
8 been contemplated in the City of West Hollywood
9 because this hasn't been something that's been the
10 type of use that occurs in this market, so this is
11 kind of something that we're seeing that's a little
12 bit different, where we're seeing an extended stay
13 hotel at an upscale market, so it's been...it's
14 something that we haven't necessarily contemplated
15 before, nor has anyone ever requested to do this
16 type of use in the City before. The building
17 offers front desk, housekeeping, room service
18 through an...to yet-to-be-opened restaurant on the
19 ground floor, as well as a number of other
20 amenities. Here's some screenshots just to give
21 you kind of an idea of what happens when you're
22 looking for AKA West Hollywood on the internet.
23 Preferred Hotels & Resorts lists, they have one
24

1 luxury hotel within West Hollywood, and it is the
2 AKA West Hollywood. Again, I can see that they are
3 renting these for 31-days or more on these sites,
4 but as part of that, you can actually use your
5 Preferred Resort Points and get free internet, room
6 upgrades, priority early check-in, late checkout
7 with every stay, so this property is being
8 advertised and is being used as a hotel.

9 Similarly, this gives you a little bit of more
10 information about the Prefer Hotel Rewards, and how
11 it relates to this property, and then you have kind
12 of how the internet in general sees this property.

13 I mean, here's a Yelp review, or not review,
14 rather, their Yelp page, and it's listed as a
15 hotel, and interestingly, I noticed, because Yelp
16 does this, you know, they want you to pay to use
17 your page, so this site has been claimed by the
18 owner, by AKA West Hollywood, who certainly hasn't
19 done anything to edit that it is considered a hotel
20 on this site and is being marketed as such. This
21 is Google's screenshot, they also view this
22 property as a hotel, and even have the ability to
23 kind of check availability right through Google, as
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1 well as some nicer views on short-term stays. This
2 one actually is particularly of interest to me
3 because it's a charitable website that kind of they
4 auction experiences, which is fantastic, and they
5 always go to great causes. That being said, they
6 are auctioning off a three-night stay in this
7 property, which is somewhat outside of what staff
8 even understood their operation to be. They've
9 contended that they have never offered anything
10 less than 31 days, but for a charitable donation,
11 you can stay for three nights. So and one last
12 one, also particularly interesting, is
13 oasiscorporatousing.com, where Property 7081, AKA
14 West Hollywood, is listed for use by people who are
15 involved in corporate housing, so a company can
16 potentially use this website to help house their
17 CEO short-term, which as you know, corporate
18 housing has also been banned in the City of West
19 Hollywood to be specific. So the other key piece
20 of the Zoning Ordinance Interpretation is related
21 to the use not being long-term, so there is no
22 definition of long-term in the zoning ordinance, so
23 a large portion of that Zoning Ordinance
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1 Interpretation was trying to help clarify what the
2 zoning ordinance already says about what is long-
3 term, so essentially, we looked at a number of
4 definitions, including dwelling, dwelling unit or
5 housing unit, which talks about the use being for
6 one household on a long-term basis. Again, without
7 getting specific in that definition. So we look to
8 other definitions to help clarify, including
9 transitional housing, which talks about temporary
10 housing no less than six months. Additionally,
11 emergency shelter is short-term housing, and it's
12 limited to six months or less. And then we have
13 corporate housing, which requires that the unit be
14 occupied for at least one year or that someone be
15 using it as their intended domicile, right? So in
16 this case, you were either, you know, declaring
17 residency or you're there for at least a year. So
18 we looked at these definitions to help us, again,
19 clarify, not create a new requirement, but just to
20 clarify what is long-term, and ultimately, the
21 Zoning Ordinance Interpretation establishes that
22 long-term is one year. You know, should this
23 Zoning Ordinance Interpretation be upheld by the
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1 Planning Commission? Staff anticipates, based on
2 the requirements in the zoning ordinance, that we
3 would return to further clarify the definitions to
4 makes sure that clarity is in the zoning ordinance,
5 as is outlined in the Zoning Ordinance
6 Interpretation. So there's a, the third piece
7 really to all of this, aside from that they're
8 operating a hotel, they're not operating a long-
9 term use, is that all of these things, and the
10 operation and use of the property is in direct
11 violation of the Development Agreement, and then
12 their associated entitlements, so rather than get
13 into too much detail about this, this is the
14 description of the Middle Parcel from that 2005
15 development agreement, and, you know, the two nine-
16 story residential condominium buildings with ground
17 floor retail and restaurant, are the, is the
18 subject property that we're talking about, and I
19 think it's particularly worth noting that the
20 project was, provided a 3.25 FAR in the Sunset-
21 specific plan, which designates a 2.75 FAR with a
22 density bonus of .5 in the Sunset-specific plan for
23 residential uses. So the, all along, from 2005 on,

1 the project was approved as residential uses and
2 dwelling units within those two residential towers,
3 and at the time, like I said, those were
4 condominium-ized units. Again, the Development
5 Agreement allowed for up to 190 residential units,
6 and there was a Affordable Housing requirement. As
7 I stated before, there are 17 Affordable Housing
8 units on this site, about half are in the East
9 Tower and half in the West. The East Tower is
10 already full and the West Tower, the City is
11 working with the developer to fill those units.
12 Affordable housing is required for dwelling units,
13 so you build 20 units, and you have to build four
14 affordable units. It's 20 percent requirement that
15 is placed on residential units throughout the City,
16 and if these units were not meant to be residential
17 dwelling units, they would not have had an
18 Affordable Housing requirement on them. Certainly,
19 half of that requirement was allowed to be paid in
20 lieu, and that's what a development agreement can
21 potentially afford you, and in this case did, the
22 developer, but ultimately, if this was approved as
23 a hotel, they would have a commercial linkage fee
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1 in lieu, and not be required to build units on-
2 site, so the units kind of help understand, you
3 know, the intent of these unit, of the building as
4 a whole, as a residential building for long-term
5 stay. Just skip through a few things. So there is
6 a provision about minor changes to the project and
7 what constitutes any minor change, and ultimately,
8 there were a number of minor changes that were
9 enacted in 2012 as I stated, one being the
10 allowance, and just clarification, that while the
11 building was approved to be condominiums, that they
12 could also do single parcels for each tower and
13 have them be apartments rented out to individuals
14 and owned by one entity. Ultimately, things that
15 are not minor are items that alter the permitted
16 uses of the property as a whole, so a change like
17 this that would change dwelling units to a hotel
18 would ultimately be considered a major change, and
19 would come to the Planning Commission typically for
20 recommendation to the City Council, and then
21 ultimately go to the Council for approval. None of
22 that has happened. Essentially, the City issued a
23 zoning ordinance interpretation stating this is not
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1 allowed on your property, and as a result, the
2 appellants essentially ignored that and started
3 operating their building after the zoning ordinance
4 interpretation was issued in November. The
5 Environmental Impact Report I think is also really
6 important to note here, and I won't get into too
7 much detail again, but the Environmental Impact
8 Report, multiple volumes of thousands and thousands
9 of pages, analyzed a project with 190 dwelling
10 units. So there are very different impacts on the
11 environment when you have a hotel than you do on
12 dwelling units, so the Environmental Impact Report
13 on numerous occasions cites the impact of dwelling
14 units and not of a hotel on this specific portion
15 of the property, and I think it's really essential
16 to note that the project was evaluated based on
17 long-term residential housing and not hotel use as
18 they're operating today. There's also a number of
19 mitigation measures. One of which I think is just
20 relevant to bring up, and it's that the owner shall
21 comply with this code section, which requires that
22 all high-rise occupants receive annual instruction
23 on procedures to be followed in the event of fire,
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1 earthquake, or other emergencies. Instructions for
2 all new occupants shall occur within 14 days of
3 their assuming occupancy of the building. If this
4 was a hotel, this would not be a mitigation
5 measure. Why? Because a hotel doesn't necessarily
6 train all of their occupants on how to operate, in
7 the event of an emergency, which, unfortunately,
8 happens here, and this type of measure would not be
9 the type of measure that would be included in that
10 type of document if these units were not
11 anticipated to be used on a long-term basis. There
12 are a number of objectives, again, that I've
13 included in your staff report and I'll just kind of
14 run through a few fairly briefly. There are a
15 number of objectives that were identified in terms
16 of the proposed project, and this was all relevant
17 to the EIR, certifying the EIR and the Statement of
18 Overriding Considerations that was related to that.
19 And again, the key piece is that this project was
20 listed as providing needed housing stock for the
21 City of West Hollywood. That it would enable the
22 City to fulfill many of its objectives outlined in
23 the Sunset Specific Plan, including incorporating
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1 residential uses on commercial property to meet the
2 goals of increasing the City's housing stock.
3 Again, use of this property on a short-term basis
4 and as a hotel does not contribute to the City's
5 housing stock. Again, there were a number of goals
6 and objectives that were outlined promoting the
7 production of housing, developing housing, using
8 this land, underutilized land for housing. Again,
9 I went through this once before so I kind of went a
10 little bit quickly, but this building is being
11 operated as a hotel, the units are not being rented
12 on a long-term basis, and as such, they're in
13 violation of their development agreement. They're
14 in violation of all the entitlements that were
15 approved as part of this project throughout the
16 number of years that staff has worked with them on
17 this. This use was not contemplated for this
18 specific location in the EIR and in the Statement
19 of Overriding Considerations. This use also
20 triggered affordable housing on-site, of which
21 contributes to our RINA numbers and our housing
22 stock numbers and our housing element, all of which
23 would necessarily need to be amended to reflect
24

1 that these units aren't being used as housing. The
2 use doesn't support the need for long-term housing,
3 and as I stated, if the Zoning Ordinance
4 Interpretation is upheld, we would return in the
5 future with a zone text amendment to clarify. With
6 that, I'm available for questions.

7 Buckner: Any questions at this time? How about down at this
8 end?

9 Hoopingarner: Yes.

10 Aghaei: We may have some questions.

11 Buckner: Yes, just...

12 Hoopingarner: Of course.

13 Buckner: ...just a couple quick questions to Rachel.

14 Hoopingarner: I know that. Did the applicant notify the City of
15 the purchase of this property per the development
16 agreement 4.1.2 prior to the issuance of
17 COO...concurrently with the closing of approved
18 sale or transfer and assignment. Owner shall
19 provide the City with an executed agreement by the
20 purchaser. Do we have a copy of this executed
21 agreement?

22 Dimond: We do not, we were informed in conversations but
23 not in the legal format that's outlined in the
24

1 development agreement.

2 Hoopingarner: Okay. Thank you. Are you aware of any other
3 apartment buildings that are listed on Preferred
4 Hotels or any other websites that rent on a nightly
5 basis? I mean, is there anything comparable to
6 this in your research that you found?

7 Aghaei: In our City.

8 Hoopingarner: In our City?

9 Dimond: No.

10 Hoopingarner: Okay, thank you.

11 Buckner: Is that it? Any other questions at this time?
12 Staff? John, you have some?

13 Altschul: Rachel to your knowledge, does the appellant in
14 this situation have any agreement or have any
15 subsequent or any amendment to the development
16 agreement in order to allow this portion of the
17 Middle Parcel to be used as a hotel because of the
18 fact that the East Parcel is also a hotel?

19 Dimond: No, they do not.

20 Altschul: Thank you.

21 Buckner: Commissioner Bass?

22 Bass: A lot of the information that we had in our packet
23 refers to the short-term housing ordinance, the
24

1 short-term rentals, but I didn't hear that in your
2 presentation. Can you talk about that just a
3 moment so that we're prepared to consider that
4 argument as well?

5 Dimond: Sure. So the Short-Term Vacation Rental Ordinance
6 requires that no unit be rented for less than 31
7 days to any transient individual, that's
8 paraphrasing for sure. And so that ordinance was
9 established in response to, essentially, we'll just
10 say Airbnb. So one of the things that tends to
11 happen with zone text amendments is that we deal on
12 a case-by-case basis with individual issues that
13 come up, so we're essentially trying to alleviate
14 issues with one specific kind of problem in the
15 City. In this case, all of a sudden, Airbnb blew
16 up and people started renting their units on a
17 short-term basis, one night here, one night there,
18 a couple nights, that sort of thing, so the City
19 staff, when they established that ordinance, meant
20 to address that specific issue of rentals less than
21 31 days. You could connect that because we don't
22 allow rentals for less than 31 days, that that
23 automatically allows all rentals of more than 31
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1 days, but that's not necessarily the case. The
2 goal of that ordinance was to alleviate the short-
3 term day-to-day rental of units, and so it didn't
4 address this specific issue, and I think part of
5 the problem with how kind of land use works now and
6 kind of, and it's a spillover to the tech industry
7 even, is that everything is kind of is new and
8 uncharted territory at this point. So this type of
9 thing, having a high-end extended stay hotel was
10 not something that we ever anticipated. The same
11 way that the City didn't anticipate Airbnb suddenly
12 taking people's ability to rent out their bedroom
13 once in a while as kind of a major problem in the
14 City. So when that was established, it was really
15 to address that one specific issue, but
16 unfortunately, it wasn't a catchall for every type
17 of rental in the City.

18 Buckner: Thank you, that was helpful. Any other questions?
19 John?

20 Hoopingarner: I'm sorry, I had one more.

21 Buckner: Go ahead.

22 Hoopingarner: If there...

23 Buckner: I'm sorry, go ahead. John, did you want to...have
24

1 a question?

2 Altschul: No, I already...

3 Buckner: You did? Okay. Go ahead. Thank you.

4 Hoopingarner: Could you just please clarify a little bit more?

5 This building was given its C of O in January of
6 2017. So why has the Affordable Housing not been
7 rented? I mean, I hear that there's been
8 negotiations and discussions, but it's been 14, 15
9 months?

10 Dimond: It's an interesting issue with the Affordable
11 Housing because you need...so one of the conditions
12 of approval is that you have the 17 units in the
13 building and that they be rented to tenants that
14 meet certain income requirements, and they pay
15 commensurate with that income requirement. In this
16 case, the building received a certificate of
17 occupancy without being actually occupied, and then
18 exchanged hands, so as the City is trying to catch
19 up with a lot of those things, often enough,
20 buildings will remain completely vacant as we start
21 to kind of work on the process of occupying those
22 affordable units. We tend to want those units
23 occupied first before anyone else is in the
24

1 building. So the City started working with the new
2 property owner and manager to start to try to get
3 those occupied and like I said, the East Tower, all
4 those units have now been occupied and we are now
5 working towards the other one. It really, this is
6 probably the most kind of lengthy example, but
7 these things do tend to take some time as both the
8 City and the property managers and owners start
9 selecting people from the list to occupy.

10 Hoopingarner: But to be clear, you stated that the applicant is
11 already renting rooms to the public and has been
12 for a number of months already, but the Affordable
13 Housing is still vacant?

14 Dimond: That's correct.

15 Hoopingarner: Thank you.

16 Buckner: All of the units in the West Tower, affordable
17 units, are vacant?

18 Dimond: That's correct.

19 Buckner: All of them?

20 Dimond: All of them.

21 Buckner: Are there any other questions of...?

22 Altschul: Well, one more.

23 Buckner: Okay. John.

24

1 Altschul: To your knowledge, has there been any discussion
2 between the appellant and the City with respect to
3 if in fact there is a meeting of the minds and
4 there is some kind of resolution of this issue, any
5 additional benefit to the City because of these
6 changes in the development agreement and the
7 entitlement?

8 Dimond: Not to my knowledge. I mean, certainly, that could
9 be a conversation to have.

10 Buckner: But the City has not had a conversation like that
11 with the appellant? The applicant? The property
12 owner?

13 Dimond: I mean, the City had a number of meetings with the
14 appellants, where that may have been on the table,
15 but it was never something that had gone further
16 than early conversations to my understanding. I
17 don't know how far those conversations went.

18 Altschul: This seems to be a situation, in my opinion, and I
19 would like to have yours, too, that speculatively,
20 in the long run, this has no place to end up in a
21 court? That if somebody doesn't, one party or the
22 other doesn't like what happens, it gets appealed
23 to the Council, if the same result or even a
24

1 different result, there's going to be one party
2 who's not going to be happy, so from there, you go
3 to a court, is that right?

4 Dimond: That's certainly a possibility, yes.

5 Hoopingarner: So related to this, Lauren, what kind of precedent
6 would we be setting should this body and council,
7 if it goes to Council, vote to grant the appeal and
8 allow extended stay, what kind of precedent would
9 we be setting with our other apartment buildings in
10 the City? What would prevent the building right
11 next door to my house from saying, okay, we're
12 going to become an extended-stay hotel in our
13 apartment units. Since it's okay here, why isn't
14 it okay five blocks away?

15 Langer: Well, I think that's a larger policy conversation
16 as to whether this use is appropriate in the City.
17 As Rachel pointed out, we haven't seen this before,
18 so we're here tonight to determine how to deal with
19 it in our existing code. If the policy direction
20 was to accept this type of use, we'd probably have
21 to change our code to understand what this use is
22 and whether appropriate development standards are
23 required for it. I think it would be a longer term
24

1 conversation than just this interpretation.

2 Hoopingarner: Sure, but we would be setting a precedent that
3 said...

4 Langer: Well, it...

5 Hoopingarner: ...this is an acceptable use?

6 Langer: A zoning code interpretation is an interpretation
7 of a zoning code that can be applied uniformly to
8 other businesses. This one's unique because it has
9 to do with a development agreement, and so it's a
10 little bit more specific, but it would require a
11 bigger policy conversation in the end.

12 Altschul: Isn't it also different and separable from the rest
13 of the City or the bulk of the rest of the City
14 because it's part of the Sunset-Specific Plan?

15 Langer: Yes, there's certainly specific factors to this
16 issue that relate...

17 Altschul: So in other words...

18 Langer: ...entirely to 8500 Sunset.

19 Altschul: The effect of the possible precedent doesn't affect
20 the really big bulk of the City one way or the
21 other since the SSP is a distinct geographic area?

22 Langer: Yes, but you're also trying to define what long-
23 term means, and long-term is something that's not
24

1 defined in our code at the moment.

2 Altschul: Right, but that's a policy with respect to housing.

3 Langer: Uh-huh (AFFIRMATIVE).

4 Altschul: Here you have a distinct geographical separation
5 between what percent? 92 percent of the City, and
6 this particular geographical...

7 Langer: Yes.

8 Altschul: ...location?

9 Langer: And there's multiple questions that are asked in
10 the interpretation, so...

11 Aghaei: I had a question.

12 Buckner: Go ahead.

13 Aghaei: Back to the affordable units for a second, so I get
14 that it's taking longer than usual with this
15 project, but I don't understand the reason. Is it
16 because the City hasn't selected the tenants, the
17 current landlord hasn't accepted the tenants? Why
18 is it taking longer in this scenario?

19 Dimond: My understanding from the housing manager was that
20 they worked to lease up all the units in that East
21 Tower and are now working on the West Tower, and I
22 honestly can't speak to who is holding it up more.

23 Aghaei: Do we know when the East Tower was fully leased?
24

1 As far as the affordable housing?

2 Dimond: Since the last meeting, so within the past month,
3 it's been fully leased up, and just in terms of the
4 affordable units...

5 Aghaei: I understand.

6 Dimond: ...I can't speak to the market rate units.

7 Altschul: At this time, do the East Tower and the West Tower
8 have the same owners?

9 Dimond: My understanding is yes, that they do.

10 Buckner: And the hotel which was part of the whole package,
11 which is now the Jeremy, was intended to be the
12 hotel, the rest was intended, as we understand it,
13 through the development agreement to be residential
14 housing, is that correct?

15 Dimond: That's correct, and you have a letter from the
16 manager of the Jeremy in your packet as well.

17 Buckner: Thank you. So do we have any more questions of
18 staff at this point? And we'll all have an
19 opportunity later if we need to address staff on
20 it. So I'm going to invite whoever is going
21 to...excuse me?

22 Langer: Could we just do the ex parte disclosures before we
23 start the public hearing? Thank you.

24

1 Buckner: Oh yes. Yes. Thank you. Go ahead and let's go
2 down the row.

3 Hoopingarner: I had a meeting with the applicant's representative
4 to discuss matters that were in the staff report.

5 Aghaei: I had a phone call with the applicant's
6 representative to discuss matters that are
7 contained in the staff report.

8 Jones: I had a meeting with the development's...the
9 applicant's representative and we discussed what
10 was contained in the staff report.

11 Buckner: And I also met with the appellant's representative
12 on issues that were covered in the staff report.

13 Altschul: I had two meetings with representative of the
14 appellant, and as everybody else has said, it was
15 items that are discussed in the staff report and
16 the whole general issue.

17 Bass: I met with the applicant's representative,
18 discussed items that are contained in the staff
19 report. Additionally, I visited the website and
20 used their reservation system.

21 Carvalheiro: I had a meeting with the applicant's representative
22 to go over items in the staff report, and in that
23 meeting, I also learned that they were thinking of
24

1 moving all the low-income housing units to the East
2 Building.

3 Buckner: Okay. So...

4 Hoopingarner: I'm sorry, can staff speak to that?

5 Dimond: I know that there was a request at a certain point
6 from the appellants to move all the units and staff
7 has not made any changes to our affordable housing
8 agreement, and does not anticipate doing so, and is
9 trying to move forward with leasing the units in
10 the West Tower.

11 Buckner: And that would require an amendment to the
12 development agreement?

13 Dimond: It actually does not. The Affordable Housing
14 Agreement is something is administratively signed
15 in the City of West Hollywood, so it would not
16 necessarily require a council approval. That being
17 said, movement of all of those units to the East
18 Tower, I think is very telling, honestly, of how
19 they want to operate this building, and getting
20 those units out of there tells you exactly what
21 type of property they want to run. If that's what
22 they're telling you, that certainly has not been
23 the conversation as of recent times.

24

1 Buckner: So another piece of information that we can
2 consider.

3 Hoopingarner: Is that perhaps what is causing the delay in
4 filling these affordable housing units?

5 Dimond: Certainly, the lack of interest from the operators
6 to occupy those units is likely something, and to
7 relocate them to the other building, is probably
8 what is helping to hold this up.

9 Bucker: Is there any information, whether there would even
10 be another collection of units available in that
11 other building? And I heard it was already all
12 leased, the East Building.

13 Dimond: In the...the affordable units are all leased.
14 Perhaps the appellants can speak to the market
15 units, which I believe are still available.

16 Buckner: Okay.

17 Dimond: Some of which are.

18 Buckner: Thank you. We'll address it with the applicant,
19 appellant.

20 Altschul: Do you have any information or impression as to
21 what percentage of the market units in the East
22 Building are rented?

23 Dimond: I can't speak to that.

24

1 Buckner: Okay. So then I'm going to invite whoever's going
2 to speak, I guess when you come here, we've agreed
3 that we are going to allow 20 minutes for your
4 initial presentation, there will also be an abuttal
5 period, which is generally five minutes, and we'll
6 leave it at that. Would you please, as you
7 approach, state your name, city of residence, and
8 your relationship to the project as it exists.
9 Thank you.

10 Moore: Good evening. Can you hear me okay?

11 Buckner: Yes. I can. I don't know, everybody out there?

12 Yes.

13 Moore: I'm Jonathan Moore, Montclair, New Jersey, and I'm
14 speaking here on behalf of the ownership group. So
15 I think..

16 Altschul: Would you please...

17 Buckner: You need to speak up a little bit more.

18 Altschul: Into the microphone and speak louder.

19 Moore: Okay.

20 Buckner: Your voice is fading out as...

21 Moore: How's that? Is that better?

22 Buckner: Yes.

23 Moore: Yes. Sorry.

24

1 Buckner: And what is your position?

2 Moore: I've been known to speak softly.

3 Buckner: Are you an attorney or...?

4 Moore: No, so my role, I work for a company called
5 Brookfield, which is the majority owner of 8500
6 Sunset. My role at Brookfield is, my title is
7 Managing Director, and I manage the investments of
8 our apartment business. So let me give you a good,
9 just a real brief introduction in terms of who
10 Brookfield is, and then I'll tell you real briefly
11 about 8500 before I turn it over to my colleagues.
12 So, for those that don't know, Brookfield is a
13 large, one of the largest real estate owners in the
14 world. We have a presence, not only here in the
15 US, but globally. We're long-term investors.
16 We've been in business more than 100 years. We own
17 all kinds of real estate, including a tremendous
18 presence in Downtown, in DTLA, we're the largest
19 office owner in the City of Los Angeles, and we
20 have just a vast number of apartment buildings as
21 well in and around the LA area and the rest of the
22 country, and that's what I do on behalf of
23 Brookfield. We, Brookfield, additionally, aside
24

1 from its real estate business, is very large in
2 infrastructure and renewable power investing, and
3 we do that, in large part, through what's known as
4 PPP, Public Private Partnerships, with lots of
5 cities globally around the world, and partnership
6 with them. Last thing I would note about
7 Brookfield is the company, which I have been a part
8 of for the last eight years, is extremely
9 community-oriented in all that we do. You'll see
10 that in lots of manifestations. We, you go on
11 artsbrookfield.com, we're the largest producer of
12 cultural and arts and entertainment events at and
13 around the properties that we own around the globe,
14 as a community benefit. As it pertains to 8500, we
15 acquired the property because we thought it would
16 be an incredible use to do furnished serviced
17 apartments there, and that was the initial strategy
18 of it, and just like every other acquisition that
19 we've done, and we're involved in thousands of
20 transactions every year, the rigor by which we
21 pursue our due diligence is tremendous. And we
22 take what we do extremely seriously, not only on
23 business, but on a legal basis. We're great, in my
24

1 humble opinion, community citizens, I mentioned
2 Arts Brookfield, our reputation is that, not only
3 here in the US, Southern California, but around the
4 world, and we're also great corporate citizens. If
5 you look at our website, and what we do, and you
6 ask people around, I think our reputation proceeds
7 itself. And then the last thing I would note is we
8 find the property to be very special, it's quite
9 unique. We think the City of West Hollywood, while
10 this would be Brookfield's first property in West
11 Hollywood, though we're, as I mentioned, a
12 tremendous owner of real estate in and around the
13 Los Angeles area, is a really unique and special
14 city. It's special, it's different, it's unique,
15 and we want to be a part of it. We do that in
16 everything that we endeavor to do and the real
17 estate that we buy. So with that, I just, I'll
18 conclude, and I appreciate your time, the grant of
19 additional time, and thanks for your consideration
20 in this.

21 Altschul: Can I ask him a question?

22 Buckner: Yes. No, we're going to...excuse me, we're going
23 to ask you a question. I think we may have...
24

1 Altschul: And I think if we ask him questions, we might
2 deduct it from the time.

3 Buckner: Stop the clock while we're asking questions,
4 please.

5 Altschul: Your last name is Work?

6 Moore: My last name is Moore. M-O-O-R-E.

7 Altschul: I didn't recall it.

8 Moore: Yes.

9 Altschul: I didn't hear that. Sorry.

10 Moore: That's okay.

11 Altschul: In your due diligence process, did you or anyone
12 working with you as a peer or a supervisor, read
13 the development agreement?

14 Moore: Yes.

15 Altschul: Did you or anybody working with you as a peer or a
16 supervisor, or a superior, have any discussions as
17 to the uses with members of the City staff at any
18 level?

19 Moore: We didn't prior to closing the transaction, which
20 is typical, not always, but fairly typical in
21 transactions, where a seller...

22 Altschul: That, you answered my question. The answer is no.
23 Is that...now, the next question is, which again,
24

1 is a yes or no answer. Is that your standard
2 procedure, that you do not discuss with the City,
3 anything about the items you read in the
4 development agreement?

5 Moore: We don't have a standard procedure, it's
6 transaction by transaction, depending on the
7 circumstance.

8 Altschul: Okay. And...

9 Buckner: However, you did note that the City of West
10 Hollywood is pretty unique and we have certain
11 values that are expressed in our General Plan and
12 so forth, that might cause some issues for your
13 plan.

14 Moore: Commissioner, the only thing I would note where I
15 was going, just briefly before, was in this
16 particular transaction, the circumstance, as is
17 often the case, sellers don't want, the prior owner
18 does not want the buyer...

19 Buckner: No.

20 Moore: ...of the property to actually go in and talk to
21 the city, so we abided by that here.

22 Altschul: But to your knowledge, for yourself or anybody
23 working with you in the due diligence process, was
24

1 there anything that raised any red flags or
2 questions?

3 Moore: No, there wasn't.

4 Aghaei: So if I can chime in...

5 Buckner: Yes, go ahead.

6 Aghaei: ...so you're telling...I just want to make sure I
7 understand this. So for a nine-figure purchase of
8 a building in West Hollywood, or in any city, where
9 there might be an inkling that the use might not be
10 supported, you guys were okay with not contacting
11 the City? I just want to make sure I get this
12 right.

13 Moore: Yes.

14 Aghaei: Please. Thank you. Because, I mean, if this was
15 like a two-million-dollar purchase, and it's like,
16 we'll wing it, for what it's purported to be, I
17 think somewhere in your three-hundred-million
18 dollars there was no interest in figuring out
19 whether or not this was okay?

20 George: Let...if I might take over on that.

21 Aghaei: Please. Yes.

22 Buckner: Are you going to be the next speaker?

23 George: I am, and I'm going to be the last speaker for
24

1 purposes of the 8500 Sunset Project.

2 Buckner: Okay, however, before you address that, we'll hold
3 that question, I think we had another commissioner
4 wanted to question of this particular...

5 Aghaei: Well, I want an answer to my question.

6 Buckner: That's good, but he's going to answer it...

7 Aghaei: Okay.

8 Buckner: ...and he would like to ask a question of this
9 speaker.

10 Aghaei: Please, please, please, please, please, please.

11 Buckner: So we'll get back to that.

12 Aghaei: Yes, yes, yes.

13 Buckner: Thank you.

14 Carvalheiro: Did you know that in February 21st, 2017, the City
15 of West Hollywood banned corporate housing before
16 you purchased the property?

17 Moore: Not to my knowledge.

18 Carvalheiro: Because it was public. There was nothing secret
19 about that, so, but you didn't know?

20 Buckner: Okay, thank you. Thank you very much.

21 Moore: Thanks. Thank you.

22 Buckner: The next gentleman that wants to come up and deal
23 with the question.

24

1 George: Yes.

2 Buckner: It's still standing.

3 George: First of all, my name is Eric George, and I'm a
4 lawyer, I represent 8500 Sunset, and it is an honor
5 to be here in front of the Planning Commission. I
6 really appreciate the Commission's time and I
7 welcome any questions.

8 Altschul: May we have your city of residence, please?

9 George: Sure. My law firm is located 2121 Avenue of the
10 Stars, Suite 2800, in Los Angeles, so in...

11 Altschul: Not so far away.

12 George: No, a stone's throw away.

13 Hoopingarner: But your city of residence?

14 George: Personally, I'm in Beverly Hills, also a stone's
15 throw away from where we are right now. So, I just
16 want to say, and I'm going to dive right into
17 answering your question, but I have found in the
18 brief time that I've represented 8500 Sunset,
19 truly, I say this, normally, I'd be in court and
20 I'd say this as an officer the court. I found a
21 client that has scrupulously followed to the letter
22 and the number, the ordinance. Scrupulously, and
23 that gets to the question that I now want to
24

1 answer. No matter what the size of a transaction
2 would be, anybody would want to exercise the
3 greatest amount of due diligence and make sure that
4 they're really, totally in compliance, and what I
5 plan on doing in the next several minutes is going
6 through explaining why, if you put yourself in my
7 shoes, or my client's shoes, you would say, to use
8 your words, there is no inkling of any problem with
9 the ordinance, and the only reason why that's so is
10 because none of the categories that we have now
11 been told applies, applies. We're not in a
12 situation where there is even...

13 Buckner: Could you keep your remarks to answer his question,
14 please?

15 Aghaei: Thank you.

16 Buckner: Because this, we're not...

17 Aghaei: Just to reiterate, yes.

18 Buckner: ...the clock's not running and we want you just to
19 address his question.

20 George: Certainly.

21 Aghaei: So just to reiterate my question, I find it hard to
22 believe that Korman and Brookfield would spend
23 hundreds of millions of dollars purchasing a
24

1 building, and for a transaction that's sub-five-
2 million dollars, and I'd say, and if they weren't
3 allowed to talk to the city, I'd get it. But for
4 an almost \$300-million dollar transaction, to not
5 confirm that, hey, you know, this is what we're
6 going to do, is it okay? You know, either it's a
7 big omission or error, or it was planned. So I'm
8 just curious as...I just want to understand what
9 the thought process was and why they didn't reach
10 out to the City, and if...yea, just clarify it,
11 please.

12 George: Sure. But Commissioner, I really respectfully
13 disagree with that premise, because if there was a
14 situation, there was any ambiguity, you would want
15 to do precisely what you're saying.

16 Aghaei: Correct.

17 George: I am going to walk through in my present, for which
18 my comes off the clock, precisely why, if you were
19 in our shoes, you would say there is no ambiguity.
20 I understand the deal, and this is a deal I'm
21 entirely comfortable with. So...

22 Aghaei: And I am telling you that based on my read of the
23 facts and what Commissioner Carvalheiro just
24

1 mentioned a minute ago, a moment ago, that there
2 might be enough ambiguity, especially for a
3 purchase of that size, even if there's the smallest
4 inkling, to check, that's all I'm saying.

5 George: So indulge me, because you haven't heard me yet.

6 Buckner: Okay, so...

7 Altschul: May I follow up on that question?

8 George: Certainly.

9 Altschul: Are you the person that read the development
10 agreement and the related documents for this
11 transaction for your client?

12 George: No.

13 Buckner: So you just...

14 Altschul: So you're...

15 Buckner: ...come on...you just came onboard recently, right?

16 George: I did, but to be clear, in response to the
17 question, I have read it, I've read it extremely
18 carefully, I've read the ordinance...

19 Altschul: But after the fact?

20 George: After the fact, that's correct.

21 Altschul: After the sale was completed?

22 George: Correct.

23 Altschul: So you don't have any culpability with respect to
24

1 your clients?

2 George: No, but, sir, I am telling you...

3 Altschul: But I haven't finished.

4 George: Yes.

5 Altschul: You do not have the responsibility for having made
6 the report to your client that this is perfectly
7 okay, you have nothing to worry about, there is not
8 going to be any pushback with respect to our
9 intended use?

10 George: No, Commissioner, I did not, but I have to
11 elaborate, I easily could and would have, had I
12 been in that situation.

13 Altschul: But you didn't?

14 Buckner: But you didn't?

15 George: I did not.

16 Altschul: The burden doesn't fall on your shoulders one way
17 or the other.

18 George: No.

19 Altschul: Thank you.

20 Buckner: Okay.

21 George: No.

22 Buckner: Are you going to be the next speaker?

23 George: I am.

24

1 Buckner: Okay.

2 Altschul: Would you favor us with the identification of the
3 who and the them that did read it and would've had
4 the responsibility to identify a red flag?

5 George: So as I may be doing a couple times, I'm going to
6 look behind me, because I want to make sure that
7 every commissioner's question is answered
8 perfectly, and that's not something I can do on my
9 own.

10 Delvac: Honorable Commissioners, Bill Delvac of Armbruster,
11 Goldsmith, & Delvac. The owners...

12 Hoopingarner: City of residence?

13 Buckner: Are you going to be a speaker?

14 Delvac: I was trying to answer the question he asked to
15 whoever read the development agreement.

16 Buckner: Are you...okay.

17 Delvac: I'm please to be a speaker, we only have 20
18 minutes.

19 Altschul: I don't care who answers it.

20 Delvac: We're trying to be respectful...

21 Buckner: Okay.

22 Delvac: ...of the Commission's time.

23 Buckner: So you're the one that read it? Is that correct?

24

1 Delvac: I did read the development agreement. In fact...

2 Altschul: Prior to the consummation of the sale?

3 Delvac: Yes. Yes. In fact, two different law firms read
4 it, at great length, and I didn't add up all the
5 fees, but there was many, many dollars, probably...

6 Altschul: And you saw no red flag of (talking over)?

7 Delvac: I'm sorry, I can't hear you, sir.

8 Altschul: You saw no red flags or items for discussion?

9 Delvac: Actually, I find this really to be curious and
10 ironic. The development agreement protects this
11 project, it doesn't harm this project, the
12 Corporate Housing Ban was well after the
13 development agreement, and we're not corporate
14 housing anyway, we're not leasing to corporations,
15 the Corporate Housing Ban is irrelevant to this
16 discussion.

17 Aghaei: Yes, but going outside the four corners of this
18 agreement, which you guys have done a very good job
19 of staying inside of...

20 Delvac: I apologize, I'm very...

21 Aghaei: Sorry, it's okay. Going outside of the four
22 corners of this agreement, which you have done a
23 very good job of staying inside of, did you guys
24

1 happen to do a Google search to find out about what
2 the political temperature about corporate housing
3 might be in this city, and that that possibly might
4 be an issue?

5 Delvac: Well, it's interesting. The Corporate Housing
6 Ban...

7 Aghaei: Aside from, sorry...

8 Delvac: But...the Corporate Housing Ban staff report states
9 that the City was aware of properties from one to
10 six months. We read the Short-Term Ban, we know
11 what the short-term rental is. The City's website
12 tells you, us, and everyone, that a dwelling unit
13 must be rented for more than 31 days. The
14 development agreement is about dwelling units. If
15 you find, Honorable Commissioners, that we're a
16 dwelling unit, there's no problem about the
17 development agreement. If you find that we're not
18 a dwelling unit, which we respectfully submit we
19 are, then of course the approval wasn't about that,
20 so I really find this whole recital about the
21 development agreement to be curious, I don't think
22 it helps the City, and frankly, it's irrelevant for
23 a dwelling unit, so, yes, sir, I did read it.

24

1 Buckner: And again, what is your...?

2 Altschul: And it was your responsibility to convey your
3 opinion to the corporation that is involved in
4 purchase?

5 Delvac: I'm not sure I understand the question, but what
6 attorneys talk to clients about at least before
7 last week was privileged.

8 Hoopingarner: And what is your city of residence?

9 Delvac: I live in the City of Los Angeles and my office is
10 in the City of Los Angeles.

11 Hoopingarner: Thank you.

12 Delvac: Thank you.

13 Altschul: He lives in Beverly Hills and his office is in
14 Century City.

15 Buckner: No, not this one.

16 Hoopingarner: Not this one.

17 Altschul: Oh, that's the other one. They're blending
18 together.

19 Buckner: The new one. Thank you.

20 George: Unless he's moved in with me, I don't think that's
21 the case.

22 Buckner: We are in West Hollywood.

23 Altschul: It wouldn't be unusual here.

24

1 George: No, I welcome it. I'd asked but...so...

2 Buckner: Are you going to start your presentation?

3 George: I am going to. Yes.

4 Buckner: Thank you very much.

5 Gillig: You have 16 minutes 33 seconds on the clock.

6 George: Okay, thank you very much. That means the watch
7 comes off and I pay attention.

8 Altschul: Let him have his name and his city of residence
9 outside of that time.

10 Buckner: Yes.

11 George: So...

12 Buckner: He already did that.

13 Altschul: Oh.

14 George: I do want to first start with a couple of the
15 questions that were asked, and Commissioner
16 Altschul, you asked the question, were there any
17 communications about, gee, what might happen so as
18 to avoid a contentious matter, and there have been
19 some preliminary conversations, but more
20 importantly, we are ready, willing, able, open to
21 doing so, and I want to be crystal clear on the
22 record that we are. And with respect to Ms.
23 Hoopingarner, the question about the precedent that
24

1 might be set. I believe that the precedent that
2 would be set based on what I'm going to say, really
3 is one that simply says the ordinance means
4 precisely what it says about the more than 30 days,
5 but more than that, if there were any concern about
6 the precedent, we could have a site-specific ruling
7 that eliminates any concern about precedential
8 value. So I am going to really skip through
9 quickly on some pictures that I wanted to show
10 because I don't think that's the best use of my
11 time. But suffice it to say, I had pictures that I
12 wanted to show because to me, they indicate
13 something that I'm going to come back to. This is
14 not a hotel, by any way that we look at it. So
15 what is it? It is a, and I have this on the screen
16 of course, is a long-term multifamily rental
17 project, and it is not, not only is it not a hotel,
18 it's not corporate housing, in response to the
19 Commissioner's question about corporate housing,
20 it's not transitional housing either. Where do we
21 come up with this? Really, from a straightforward
22 reading of the ordinance of the City Code. So,
23 unfortunately, and I think this is, we're very
24

1 clear about this, Ms. Dimond said, I was listening
2 as carefully as I could, that the zoning ordinance
3 interpretation basically said two things. We are a
4 hotel and units are not rented on a long-term
5 basis. And it is my job to explain to you,
6 Commissioners, that's just not accurate, and it's
7 not fair, because we went into this deal with an
8 understanding the ordinance would be interpreted
9 for what it says, not what one, and now possibly
10 two, interpretations would need to say that it says
11 that it doesn't say. So, to move forward, let's
12 look at the definition under the Code of a hotel,
13 okay? A facility with guestrooms or suites,
14 provided with or without meals or kitchen
15 facilities, rented to the general public for
16 overnight or other temporary lodging, and an
17 important word here, the adjective "typically."
18 Less than 30 days. What does typically mean? And
19 I'm going to be a little daft here and I'm going to
20 read from a dictionary, okay? West Hollywood's
21 ordinance does not define it, but the Oxford
22 Dictionary says "typically" is, "In most cases, or
23 usually." It also says, "In a way that is
24

1 characteristic of a particular person or a thing."

2 And ladies and gentlemen, 8500 Sunset cannot be a

3 hotel under the code since it leases only for

4 periods in excess of 30 days. It never permits

5 stays of fewer than 31 days. So to go to the

6 language of the ordinance, because 8500 Sunset

7 cannot be said to typically do that, which it never

8 does, it's not a hotel under the ordinance. I

9 can't be more simple, plain, and clear. I don't

10 care how somebody tries to interpret these words,

11 they mean what they say. Under the ordinance,

12 we're not a hotel. Let me go further. Apart from

13 just the reading underneath the ordinance, we had

14 retained a gentleman, Bruce Baltin, he's that

15 Managing Director of CBRE Hotels, and he's one of

16 the nation's experts in hotels and hospitality.

17 And this is...I hate overused metaphors, but let's

18 look at this from the standpoint of the "If it

19 walks like a duck, it quacks like a duck, it is a

20 duck," so his resume is really an impeccable one,

21 it's before you, I'm not going to repeat each of

22 these points, other than to say that he has the

23 academic credentials, he has the career

24

1 credentials, he has taught about these topics, he's
2 been a consultant, including to the City of Los
3 Angeles, represented the types of governmental
4 entities one would want, and what does he say about
5 this project? He says it's not a hotel. The
6 minimum stay at 8500 Sunset is 10 times the median
7 stay at a hotel. Unlike hotels, 8500 Sunset
8 literally requires a rental contract that grants
9 real estate interest in the property. As far as
10 the size, on average, the apartments are over 1,000
11 square feet, hotel rooms average 350, and unlike
12 most hotels, in 8500, each room has a kitchen, a
13 washer and dryer, contrary, by the way, to one of
14 the slides that was put up by Ms. Dimond, there is
15 no room service. It's just factually erroneous,
16 and as far as maid service, there's no daily maid
17 service, it's actually done once a week. So from
18 these facts, just a straightforward reading of the
19 ordinance, and what I would call custom in practice
20 in the industry, we are not a hotel. Nor are we
21 corporate housing, and I could read it, it's before
22 the commissioners, I don't want to belabor the
23 point, but there is a very clear corporate housing
24

1 ordinance section, 19.90.020. Why doesn't it
2 apply? First of all, the ordinance is wholly
3 inapplicable, it was enacted a dozen years after
4 the development agreement at issue, which
5 established 8500 Sunset's rights, but even, let's
6 just assume for the sake of argument, that it did
7 apply, it does...8500 does not lease to business
8 entities. It leases only to individuals, we just
9 don't fall within that code section. Similarly,
10 8500 Sunset is not transitional housing. Again,
11 there is the language of the ordinance before us,
12 I'm not going to read it, I'm just going to say,
13 again, the ordinance was enacted more than a decade
14 after the development agreement was signed, it's
15 simply inapplicable, and in any event, 8500 Sunset
16 is not transitional housing, nor does it provide
17 supportive services for the homeless. Same type of
18 analysis, I won't go through it for emergency
19 shelter. It just doesn't apply. Why have I even
20 raised this? Because in the report that interprets
21 the ordinance, each of these particular parts of
22 the ordinance was looked at to come up with the
23 interpretation, but they're wholly inapplicable.

1 So what is left? So none of these options that
2 we've looked at applies, the sole remaining option
3 is a dwelling unit. It's exactly where we fit. A
4 dwelling unit is defined as a room or group of
5 internally connected rooms having sleeping,
6 cooking, eating, and sanitation facilities, but not
7 more than one kitchen, which constitutes an
8 independent housekeeping unit occupied by or
9 intended for one household on a long-term basis. I
10 will get to long-term basis. That is what we are.
11 8500 Sunset has literally each of these attributes.
12 Now, according to the City Code, 8500's units are
13 leased only long term. Why do I say that? Because
14 the City Code also says short-term rentals are
15 those for rent for 30 consecutive calendar days or
16 less, and I know I sound like a broken record. We
17 never do that. Ever. We are not short term, and
18 nor is there any midterm, it's short term or long
19 term, we are longer than short term, we're 31 days
20 or more. And to this point too, the...let's look
21 at how the West Hollywood Municipal Code is
22 interpreted by the City itself, let's see what the
23 City itself says on its website today. I'd invite
24

1 you to take a look with me, at what the public
2 sees. So, you have...the language is too small, I
3 think, in font, but let me just walk us through
4 this if I might, okay? And needless to say, this
5 website is not casual, off-the-cuff advice, let's
6 look at how the City characterizes this. In bold,
7 "What You Need To Know." And this is a course
8 about short-term rentals in the City of West
9 Hollywood, and then in bold, "What this law means
10 for you, and am I at risk for eviction if I
11 advertise a short-term rental." What do we know?
12 Well, the City's website makes crystal clear, and
13 it's the same website we'd be looking at if we all
14 went online right now. "All rentals must be for 31
15 days or more." Precisely what we're doing. In
16 addition, the City's February 6th, 2017 staff
17 report acknowledges leases of one month to six
18 months but less than one year are acceptable uses
19 of dwelling units. Doesn't this all come back to
20 the question of, wouldn't you not want to have any
21 ambiguity if you went ahead with this deal? I am
22 telling you there is no ambiguity, we fit squarely
23 within the ordinance. There is no remotely
24

1 colorable argument to the contrary, and my fear is
2 that if the City is taking the position that it
3 needs to have an interpretation of what long-term
4 means, and that interpretation is it's got to be a
5 year, it's just not right. The Code could've said
6 that, the Code could've suggested it. It didn't do
7 it. It is not spoken to at all, and it's one thing
8 for the City to enforce an ordinance, it's another
9 thing for the City to rewrite one, we don't do
10 that. We can't do that. When I heard the words
11 from Ms. Dimond, if the Planning Commission votes
12 to affirm the interpretation, then we're going to
13 go back and quote, "We would return to further
14 clarify." Hello? We don't do that unless there's
15 truly an ambiguity. There is nothing here that
16 says anything other than what we know. That if
17 we're renting for 31 days or more, that's long-term
18 and it's okay. So, to state the obvious, the City
19 cannot create a new law without notice, the City
20 cannot apply a new law retroactively, certainly not
21 in violation of a contract that it entered into a
22 dozen years ago, and it certainly can't do so for
23 one building. Let's see what other people are
24

1 doing. This is the common practice in the City,
2 and we made a very easy decision that we were not
3 going to come here and identify anybody who might
4 be deemed an offender according to the new
5 interpretation, but guess what? They are legion,
6 it's not, that's not the position we want to be in.
7 We do want to be in a position where we're all
8 treated the same, okay? It is a common practice in
9 the City, that's shown by advertisements instantly
10 accessible to the City and everybody else, that
11 what we're doing is entirely legitimate,
12 appropriate. Supplies not...I'm not just talking
13 about a one or two-unit place in a larger building,
14 I'm talking about large, entire new buildings and
15 apartments everywhere, okay? Let's look. Here's
16 one. 31-day rentals permissible. In West
17 Hollywood, you can choose one month, two months,
18 three months, four months, five months, six months.
19 Let me go to the next one. Here's a substantial
20 building. I put in a red box here, where it says
21 two months. Here's another one, a very substantial
22 building. Lease length? Three months. Another
23 one, one month. Another one. Two months. You get
24

1 my point, and it really becomes a matter of due
2 process. The law, at its best, is the most
3 important thing we have because it applies equally.
4 And we're not doing that here if we have this
5 interpretation. And by the way, I should say, it
6 goes without saying, all the slides I just showed,
7 these people are not doing things impermissible.
8 They're reading the law. They're not exploiting
9 any ambiguity. They're doing what the Code says
10 they can do. They're not being impermissible,
11 they're not being unlawful, nor has the City, to
12 the best of my knowledge, I'll represent to the
13 Commission, ever taken any code compliance or other
14 enforcement action against any of them. Again,
15 they're not doing anything wrong. Some of these
16 landlords, in fact, rent for fewer than 31 days,
17 but in any event, they all rent for less than a
18 year, so to Ms. Hoopingarner's question, it would
19 be quite a devastating precedent for many people
20 who are lawfully abiding by the Code. 8500 Sunset
21 leases only for more than 30 consecutive days,
22 there were some websites that were shown. They are
23 not ours they're not authorized, I am stating as a
24

1 matter of fact, putting all of my reputation on it,
2 we do not rent for fewer than 31 days. And I have
3 slides here to prove it, that will be part of the
4 record of course. I want to make sure I'm not
5 gonna run out of time so I'm just going to speed up
6 a little bit. Suffice it to say, that I just want
7 to emphasize to the Commission, that, again,
8 another difference between a hotel and 8500,
9 prospective furnished unit residence at 8500 have
10 got to provide certain information. They've got
11 to...uh-oh. Okay, well, I'm gonna read it.
12 They've got to go through credit...

13 Buckner: Your time is up. I'm sorry.

14 George: Okay.

15 Buckner: Maybe you'll get an opportunity on a question to
16 bring it up.

17 Bass: I do have a question if I may.

18 Buckner: Commissioner Bass.

19 Bass: Two questions for you. You mentioned that maid
20 service isn't available, but when I made my
21 reservation, which I've subsequently canceled
22 because I don't need to stay there, I have an
23 apartment of my own, but when I made a reservation,
24

1 it told me that additional housekeeping is
2 available beyond the one week, and I recognize that
3 anyone of us could pay to have our house cleaned
4 every single day if we chose to, but I don't find
5 that to be accurate, but one of the things that
6 stood out to me in the reservation as I'm reading
7 here, "Housekeeping service once per week for stays
8 of seven nights or more," so the actual reservation
9 says if I stay there at least seven nights,
10 although this website only allowed me to rent for
11 33 days at the minimum for the time I was looking,
12 it does give me the, on this reservation, it does
13 mention a seven-day stay, so I'm wondering if you
14 can speak to why the reservation would tell me
15 seven days if that's not an option.

16 George: Sure. So what happens is there is uniformity
17 within the website for the many AKA properties, and
18 some of those in other areas may be different, but
19 what it will do is it will directed you
20 specifically by link to 8500 Sunset, which does not
21 permit anything less than 31 days.

22 Bass: Okay, so this is just standard language for the
23 brand?
24

1 George: Yes.

2 Bass: Okay. The next question I had for you, you
3 mentioned that the corporate housing, the
4 transitional housing, and the emergency shelter
5 language should not apply because they were all
6 adopted after the development agreement, did I
7 understand that correctly?

8 George: Yes, they were...that's correct. Yes.

9 Bass: Your colleague is shaking his head no behind you,
10 so if you want to...

11 Delvac: They don't apply under (INAUDIBLE) the terms of the
12 units.

13 George: Well, that too, yes, I tried to go through both,
14 but...

15 Bass: I didn't hear his answer though.

16 Delvac: Honorable Commissioners, Bill Delvac again, on
17 behalf of the owner. Those provisions are simply
18 not applicable to the project. We're not emergency
19 shelter, we're not transitional housing, we're not
20 those other things, and I could get out and look, I
21 don't know the dates of the enactment of all of
22 them, what I know is they're not relevant and
23 they're not in any way applicable to the project.

24

1 Bass: Okay.

2 Altschul: In other words, your website is generic and not in
3 any way site-specific?

4 Delvac: No, no, the...

5 George: I want to be clear on that. There is a generic one
6 but by link, it tells you specifically, it refers
7 you to this specific site. I just want to make
8 sure that I've answered the Commissioner's
9 question.

10 Buckner: You mean if somebody's looking up AKA, they have a
11 generic thing and then it takes you directly to
12 this site on Sunset Boulevard, is that what you're
13 saying?

14 George: That's correct, if you put that...

15 Buckner: And that the way you're managing the Sunset
16 Building, the project, is different than your
17 general AKA policies? Is that...is that what
18 you're telling us?

19 George: There are differen--...there are differences
20 between some of the properties, and the link that
21 we have to West Hollywood, again, scrupulously
22 adheres to the ordinance.

23 Buckner: Okay.

24

1 Bass: So I just wanted, the reason I asked about those...

2 George: Sure.

3 Bass: ...other three ordinances and whether they applied
4 because one, you're not any of those three things,
5 and that they were adopted long after the
6 development agreement, if I understand correctly,
7 is that you are referring quite a bit to the short-
8 term housing, short-term vacation rentals
9 ordinance, which I was here down there when the
10 City Council adopted that ordinance. And from
11 their conversation, you are not that either, and it
12 was also adopted 10 years after the development
13 agreement, so I'm wondering why that ordinance,
14 though you're neither one of those things, any of
15 those things, why it applies but the other three do
16 not.

17 George: It only applies in the sense of giving a sense of
18 what the City believes would be short-term versus
19 long-term.

20 Bass: And is there anything besides short and long? I'm
21 reminded of Goldilocks, who said this one's too
22 hot, this one's too cold, this one's just right.
23 Is there something between long and short?
24

1 George: There is no perfectly-temperated porridge here.

2 Bass: Okay.

3 George: It is short or long.

4 Aghaei: I have a question. I...

5 Buckner: I want to ask a question.

6 Bass: Appreciate the answer.

7 George: Thank you, Commissioner Bass.

8 Buckner: I notice that on some of the slides that you
9 showed, you were talking about your, that you never
10 permit stays of fewer than 31 days, and then
11 another one says, we never rent for 30 days or
12 less, so I recall that sometimes, you may not rent
13 for 31 days, but a lot of people pay for 31 days
14 but only intended to stay for seven days or
15 whatever, is that, I mean, stays are different than
16 rentals, is that what you're trying to show,
17 because...

18 George: No.

19 Buckner: ...you're using both language.

20 George: No, I'm...then the fault is with me. I'm not
21 trying to draw any distinction there to the extent
22 that somebody would cut short a 31-day stay and
23 stay seven days, it would be a violation of,
24

1 certainly, the ordinance, and it would be
2 prohibitive, prohibitively expensive for somebody
3 to pay that amount of money and not be there the
4 entire time, so I don't quite, I just want to make
5 sure I'm following, because I don't see that
6 happening.

7 Buckner: People cancel, in other words, or they get called
8 away, and another question I have is would you rent
9 to a corporation? A corporation is considered a
10 person or an individual in a lot of situations.
11 Are you just renting to families or individuals, or
12 would you also rent to a corporation for 31 days or
13 more?

14 George: I'm going to answer, and I'm going to quickly
15 invite myself to be corrected, we rent to
16 individuals and families.

17 Delvac: Right.

18 Buckner: Okay, thank you.

19 Aghaei: But if an LLC or corporation cuts a check on behalf
20 of that individual, you accept it?

21 George: There is literally a contract, a real estate
22 contract, again, unlike a hotel, that the
23 individual has to sign, which makes them personally
24

1 liable and gives very different types of rights
2 than you would have if you go to a hotel, present a
3 credit card, and check in.

4 Aghaei: So, I have a question. Let's say I book a 31-day
5 stay. When do I pay for it?

6 George: Good question. Yes. Right, but how many?

7 Delvac: Like rent.

8 Aghaei: In advance?

9 Delvac: Rent's paid...

10 George: Oh, for sure in advance, I'm trying to get more
11 specifics.

12 Bass: Commissioner Aghaei, my reservation told me that 15
13 days charge would be charged 15 days in advance,
14 and the...

15 Aghaei: Could you clarify it? I'm sorry.

16 Bass: That 15 days worth of the stay would be charged 15
17 days...

18 Aghaei: Fifteen days in advance?

19 Bass: ...in advance on the...

20 George: That's what it...

21 Bass: I don't mean to answer on their behalf but that's
22 what it told me.

23 Aghaei: So I want to understand...

24

1 George: I just want to...

2 Aghaei: Yes. How is this room paid for? What...I get a
3 room for 31 days.

4 George: So I just wanted to make sure you have it...

5 Aghaei: Right.

6 George: ...I wanted to get a specific answer. At least two
7 days beforehand, the entire month has to be paid in
8 advance.

9 Aghaei: What's the cancellation policy?

10 Hoopingarner: And are there any refunds?

11 Delvac: (INAUDIBLE).

12 George: The lease is for a stated term.

13 Aghaei: The lease is what?

14 George: For a stated term.

15 Aghaei: So I understand that that the lease is for a stated
16 term, but leases also have, I used to be an
17 attorney. So, second...

18 George: Dangerous.

19 Aghaei: ...technically still am, so, I mean, it has a
20 termination clause, or I'm guessing...or does it?
21 So let's just say I pay for my 31 days and I walk
22 away Day 15. Can I ask for my money back for the
23 other 16 days or did I forfeit?

24

1 Hoopingarner: Are there any refunds allowed?

2 George: Refunds are not permitted.

3 Aghaei: Refunds are not permitted?

4 George: Correct.

5 Altschul: But I just heard Mr. Bass, Commissioner Bass say
6 that he was told that 15 days is charged in
7 advance, and you say two days prior to taking
8 tenancy, the whole thing is charged in advance.
9 Now he was told this by a human being.

10 George: Well...

11 Bass: No, I was told this in writing, in the...

12 Altschul: Oh, in writing?

13 AGhaei: Is there someone here that operates the whatever
14 you want to...whatever you guys are calling it?
15 Going to give us like a...

16 Buckner: Somebody who is actually at the location?

17 Aghaei: ...as opposed to like...I have nothing against
18 attorneys, but is there an operator here that can
19 answer this? Can you please? Thank you.

20 Grossman: I'm an attorney in remission, so don't hold it
21 against me. My name is Rob Grossman, I work for
22 the operator, for Brookfield's partner. I'm
23 Executive Vice-President and in-house counsel for
24

1 Korman Communities, and let me just make one thing
2 clear to be, because everybody seems to be a little
3 confused. We have generic branding involved, which
4 is confusing, because we operate in a lot of
5 different jurisdictions with many different length-
6 of-stay requirements. We adhere to every local
7 jurisdiction in the fashion we are required to
8 operate. We always abide by the law.

9 Altschul: So you advertise to everybody but...?

10 Grossman: We advertise to everybody and if you want to rent a
11 unit at West Hollywood...

12 Altschul: Advertise to everybody...you advertise to
13 everybody...

14 Grossman: Correct.

15 Altschul: And you make everybody happy by your advertising
16 but then you say, when it comes down to their
17 getting to the front door, or whatever it takes to
18 consummate the deal, well, maybe we can do this,
19 maybe we can...?

20 Grossman: No, that's not at all right, respectfully, sir,
21 it's...what we do is...

22 Altschul: But it's what we're hearing, it's what it sounds
23 like.

24

1 Grossman: Well, I would recommend and encourage you to look
2 at our website, and go to each property, and see
3 right there. So each property adheres...

4 Altschul: The only one I can go to is the one that's...

5 Grossman: Physically go to, on the website, you can go
6 anywhere.

7 Altschul: The only one I can physically go to is on Sunset.

8 Hoopingartner: So...

9 Grossman: Or you can probably go to one we have in Beverly
10 Hills.

11 Altschul: Where?

12 Grossman: In Beverly Hills.

13 Altschul: Oh. Yes, I was there once. I was taking a tour
14 there.

15 Buckner: So let me just ask a question with regard to the
16 maid service.

17 Grossman: Sure.

18 Buckner: So there's maid service one time a week as part of
19 the rental?

20 Grossman: There is maid service once per week as part of your
21 rental. If you want more, you can pay it a la
22 carte exactly as Mr. Bass stated, just like anybody
23 who wants additional maid service, they want it
24

1 twice a week, you pay for it, extra.

2 Buckner: Normally, when you rent an apartment, you have to
3 secure your own or make a contract with somebody
4 outside for maid service, it's not just there on
5 the premises as part of the...

6 Grossman: It's a feature we offer. You...if you...and some
7 people don't want it.

8 Buckner: That would be more like a...

9 Hoopingarner: Hotel.

10 Buckner: ...hotel, because they're not paying directly for
11 the maid service.

12 George: Hotels have daily maid service, Ms. Chairman.

13 Grossman: I think hotels automatically have
14 daily...certainly, the expectation...

15 Buckner: Sometimes.

16 Grossman: ...of anybody staying at a hotel.

17 Buckner: Now, because of economy, they're asking you not to
18 have your sheets changed every day or hang up your
19 towels or whatever...

20 Grossman: Right.

21 Buckner: ...so that doesn't really...

22 Grossman: Things are definitely changing in how apartments
23 operate, and how hotels operate, I think you're
24

1 finding that apartments...

2 Hoopingarner: So...

3 Grossman: ...offer a lot of services.

4 Buckner: Okay. Go ahead.

5 Hoopingarner: Mr. Moore. You gave a number of examples in your
6 presentation...

7 George: George.

8 Hoopingarner: George, sorry. And a number of examples in your
9 presentation of apartments offering 30, 60, 90-
10 day...

11 George: Yes.

12 Hoopingarner: ...lease terms. Were any of those apartments
13 subject to a development agreement?

14 George: I don't know.

15 Hoopingarner: Do you...

16 Carvalheiro: Were any of them furnished? Sorry.

17 George: Don't know.

18 Hoopingarner: Okay, because both those two components would be
19 significantly different...

20 George: Well, but...

21 Hoopingarner: ...than...

22 George: I'm not sure I follow, because the fact is any
23 reading of the ordinance that results in an
24

1 interpretation, that there has to be a year-long
2 stay to be deemed long term, would denigrate any
3 type of difference based on whether it's furnished
4 or not, or whether there's a development agreement.

5 Hoopingarner: But there are different restrictions in a
6 development agreement than in...?

7 George: This is an interpretation of the code.

8 Hoopingarner: Okay. I have a few more questions for you.

9 Buckner: Our Vice-Chair, ask him questions and we'll go back
10 to you, thanks.

11 Jones: You can finish your questions, Lynn.

12 Buckner: Oh okay. Sorry.

13 Hoopingarner: Thank you.

14 Buckner: I saw your name first.

15 Hoopingarner: At any time since you've opened, have any of your
16 own employees, staff, attorneys, et cetera, stayed
17 in this facility at all?

18 George: No.

19 Hoopingarner: Okay, thank you. If an individual wishes for you
20 to remove all of the provided furniture and move in
21 their own furniture, what would happen?

22 George: I think that's something we would consider, I don't
23 know that there's a set policy that would dictate.

24

1 Hoopingarner: Do you charge a fee for that?

2 George: I don't know.

3 Hoopingarner: Okay. What is the difference between a 24-hour
4 residential service and a concierge?

5 George: Yes, I apologize that I'm not on the ground and
6 able to answer this question, but I want to make
7 sure you have answer to it, so...

8 Grossman: I'm going to try to assist there. I think a
9 concierge is an individual who, one expects to see
10 at a hotel, be on a desk that says concierge,
11 concierge service is either something that can be
12 done electronically, or frankly, in today's world,
13 since we don't provide room service, we don't
14 provide a lot of those normal hotel services. You
15 can have food delivered by Grubhub, by Seamless,
16 there are a lot of other ways to access services.
17 I think that's the difference.

18 Hoopingarner: So, but you have someone at a desk 24 hours per
19 your stated website...

20 Grossman: As most apartments do and condominium's, yes.

21 Hoopingarner: ...and so how would that be different from the
22 concierge that's at the desk at the hotel?

23 Grossman: Because the concierge only does things like, in my
24

1 experience at hotels, making reservations,
2 recommending sights to see in the city for people
3 who are staying for a day or two.

4 Hoopingarner: And the 24-hour guest service in your facility
5 does...?

6 Grossman: 24-hour person does just, is more for security,
7 frankly, and does just what a person in a higher-
8 end apartment has, or condominium does, who would
9 sit at a front desk. No different really.

10 Buckner: Did you have a follow up?

11 Aghaei: Yes. I just didn't get clarity on the whole,
12 because I heard something different about the
13 payment schedule, I just wanted clarity on that.
14 So can someone give me a definitive answer on when
15 I pay, how I pay, and what the cancellation policy
16 is?

17 Grossman: Could you repeat that? I'm sorry.

18 Aghaei: When do I...I come in for a 31-day stay...

19 Grossman: Right.

20 Carvalheiro: ...when do I pay, and what portion, if any, of my
21 rental payment is refundable if I decide to vacate
22 early?

23 Grossman: None, in West Hollywood in particular, although we
24

1 do have the same protocol for every 31-day stay
2 facility in the country. If you do it online as an
3 example, which people seem to be talking about, you
4 have to pay a month in advance, and then you are
5 subject to a credit check, a background check, and
6 there is at least a 48-hour delay. I certainly
7 don't know any hotels that have a two-day delay
8 before you can walk in. Then you have to sign your
9 lease, you have to accept your lease and sign your
10 lease, then you can move into your unit.

11 Aghaei: And if I walk out after the third day, I forfeit
12 the rest of the month?

13 Grossman: Mr. Aghaei, it's no different than if you have a
14 two-year lease and you walk out after six months.

15 Aghaei: I'd be responsible for the remainder of my lease?

16 Grossman: You're responsible for the remainder of your lease
17 here too, as I've told you several times.

18 Aghaei: That's what I'm asking.

19 Grossman: I'm sorry if I wasn't clear.

20 Aghaei: Thank you.

21 Altschul: But in mitigation, if you can find somebody to take
22 your place then you are absolved of that...

23 Grossman: That's a legal matter, if the, you know, if the
24

1 tenant pursues anything, yes.

2 Altschul: But do you follow up those (talking over)...?

3 Grossman: There's an obligation to mitigate with that.

4 That's really...

5 Buckner: Can I ask you on the...

6 Grossman: ...no different...

7 Buckner: I'm sorry.

8 Grossman: Yes.

9 Buckner: On the affordable units...

10 Grossman: Sure.

11 Buckner: How long are those leases?

12 Grossman: Those leases are one year.

13 Buckner: They're one year?

14 Grossman: Yes, they are.

15 Buckner: And they will be in the new building? In this
16 other building that you haven't quite...?

17 Grossman: The...I want to explain that whole situation. I
18 don't know, Rachel, how familiar you are with it,
19 because you came in afterwards. We met with the
20 individual from the City who is handling the
21 affordable housing units, we said we'd love to get
22 started on those units, and we were then told, I
23 guess you were...that individual retired and
24

1 somebody else communicated to us, and before she
2 retired, I guess we did make the request Ms. Dimond
3 referred to, that we wanted to have all the
4 affordable units in the unfurnished building so
5 that people would feel no different, they wouldn't
6 feel like a fish out of water if the rest of the
7 units are furnished and their units were not. And
8 we made a request for specific units to be used in
9 the East Tower, which are all larger units by the
10 way, and we thought would be more attractive. We
11 were then told very specifically, we can't address
12 those now until use issues are settled.

13 Buckner: So are those units still available?

14 Grossman: Yes, they are.

15 Buckner: They are? And all of your affordable units are
16 leased for at least a year?

17 Grossman: Yes, that's correct.

18 Buckner: And why is that? I mean, even if they were in this
19 other building, they would be for a year?

20 Grossman: They would be for a year, correct.

21 Buckner: And why is that?

22 Grossman: It's...that's what the City and the...we have a
23 very specific agreement on affordable housing that
24

1 was part of, I don't know if it was entered
2 into...I think it was entered into several years
3 after the development agreement, but it requires
4 for year leases as...

5 Buckner: I think it was part of the original development
6 agreement.

7 Grossman: Okay. I think it was...

8 Buckner: The affordable housing...

9 Grossman: Actually, I think it was a separate agreement.

10 Buckner: I think that...

11 Grossman: But very close to it, yes.

12 Buckner: ...they were supposed to be condos originally, but
13 then there was an amendment to make them...okay.

14 Grossman: Okay, so, but by amendment, but definitely a
15 subsequent agreement.

16 Bass: Having made a reservation, I'd like to just really
17 quickly follow up with the question, with your
18 answer to Mr. Aghaei's question...

19 Grossman: Sure.

20 Bass: ...and that is you said when you make a
21 reservation, that your subject to a credit and
22 background check. I made no agreement for you guys
23 to do either of those on me when I clicked through,
24

1 I read everything. I challenge you to tell me
2 where I missed that, but I made no consent for you
3 to do a background check for either one of those,
4 and you mentioned a 48-hour delay, I had the
5 reservation done within five minutes of starting,
6 clicking through.

7 Grossman: You've had the reservation...the way it works is
8 you have an, and I don't know if, I don't know the
9 actual mechanics of it...

10 Bass: Oh, and just one other, and that is that you said
11 about you pay 30 days in advance, and the agreement
12 here is...

13 Grossman: Correct.

14 Bass: ...that I would pay 15, I'd pay half of it 15 days
15 in advance, it makes no mention, but that's what's
16 here in the reservation that you emailed me, so...

17 Grossman: We have...did you get the actual lease? Did you
18 get the actual lease?

19 Bass: No, it said that I had to return that within three
20 days after arrival.

21 Grossman: The actual lease, which will come, which would've
22 eventually come would've had a requirement of full
23 payment, and that's probably when the, your Social
24

1 Security number would've been required and your
2 consent.

3 Bass: Okay.

4 Buckner: They wouldn't...are you saying that they were going
5 to give you the lease three days after your
6 arrival?

7 Bass: They said I would need to return it within three
8 days, it also said that I needed to...I read in one
9 of your letters that there's no front desk, and I
10 can't find it in here, but then it said that I
11 could pick up the key at the front desk, so I had
12 some of those same questions.

13 Grossman: I think that's a...that's a matter of semantics. I
14 think there's a front desk in any building you walk
15 into.

16 Altschul: I think this whole thing is a matter of semantics.

17 Buckner: Uh-huh (AFFIRMATIVE).

18 Grossman: A hotel front desk has different kind of...I didn't
19 hear that, sir? Would you repeat it for my
20 benefit?

21 Altschul: This whole thing is a matter of semantics.

22 Buckner: And...

23 Hoopingarner: So, since...

24

1 Buckner: Is that where we're at?

2 George: Yes.

3 Hoopingarner: I have...

4 George: Yes, and I'd like to answer that. It's
5 semantics...

6 Buckner: And reasonable minds can differ as to that kind of
7 interpretation.

8 Hoopingarner: Madam Chair?

9 George: Oh, I'm going to...

10 Altschul: We'll end up in litigation because I think
11 whatever, whoever gets an opinion here that they
12 don't like is going to appeal it, the same thing
13 with the Council, so I think there's no place to go
14 other than to a courthouse, which is a shame
15 because I think you have something very interesting
16 to offer, and I think that our City should be
17 amenable and should be interested in seeing if we
18 can...

19 Buckner: See if you can work it out before you go to...

20 Altschul: ...get some additional benefit to the City, and
21 proceed to use that benefit for the general good.

22 George: I appreciate that very much, as I started off
23 saying, we're ready, willing, and able to sit down
24

1 and try to do something like that. I think it
2 makes sense, I think that this is an option that's
3 incredibly interesting and unique, and that we like
4 choice, and this kind of choice is a brilliant one
5 for people to be able to have. As far as
6 semantics, I do respectfully disagree with the
7 Chair. When I look at the ordinance, there's no
8 ambiguity, truly.

9 Altschul: And I disagree...

10 Buckner: Well, we dis--...

11 Altschul: Semantics would include the City policies, the City
12 philosophy, which is certainly clear, and the City
13 represents a residential philosophy that says, we
14 are here to provide housing for families on a
15 permanent basis.

16 George: Absolutely.

17 Altschul: That is something that is protectable, and every
18 time we go attempted to be protectable in every
19 time we go to court, and we do go to court.

20 George: Yes.

21 Altschul: But I think this is a situation where we should try
22 to avoid that.

23 George: Absolutely.

24

1 Buckner: Thank you.

2 Altschul: For the benefit of everybody.

3 George: Absolutely.

4 Altschul: But I don't have the final say in that.

5 Buckner: That's right. And thank you very much.

6 George: Thank you, Commissioner.

7 Buckner: Thank you.

8 George: Thank you very much.

9 Buckner: Wait a minute. Stacey wants to talk. I was
10 wanting to move on to public comment, but...

11 Jones: Sure, I just have a question. The only question
12 I've asked so far this evening, so thank you.

13 Buckner: And I (talking over).

14 Jones: I just want to understand, and you may not be able
15 to answer this, but I want to understand why the
16 Google and Yelp listings specifically have this
17 particular property listed as a hotel. It's
18 classified as a hotel, and if you own the listing,
19 which I presume you do, or the owner does, why it
20 would be classified as such. It's hard to contest,
21 it's hard for me to understand kind of your
22 argument that it's not a hotel if it's being
23 advertised as such.

24

1 George: Totally understand. We are not advertising 8500
2 Sunset as a hotel, the things that we see on
3 Google, Yahoo, Yelp, et cetera, that are inaccurate
4 are obviously legion, I wish I could be more
5 specific than that, other than just to tell you on
6 behalf of the company, we are not advertising 8500
7 as a hotel ever.

8 Altschul: Does that translate into the fact that you are not
9 running it as a hotel ever?

10 George: Well, that's correct. We don't advertise, and we
11 are not a hotel.

12 Hoopingarner: Excuse me. But on your website, in multiple
13 places, it refers to the words, "extended stay,"
14 "From meticulous housekeeping and complimentary
15 wifi, to a dedicated doorman and 24/7 resident
16 service team, AKA offers everything you need for
17 your extended stay." It repeats "extended stay."
18 "It's got high-speed wifi, that means business
19 stays on track." I don't know of anybody who stays
20 in an apartment building. It's your residence.
21 You don't stay.

22 Altschul: You live.

23 Hoopingarner: You live in an apartment building, you change your
24

1 address, you vote...you register to vote. At the
2 beginning of each public speakers' comments, we
3 asked that the speaker state their name and their
4 city of residence. Would anybody living in this
5 building, staying in this building, be able to
6 truthfully state that their city of residence is
7 West Hollywood?

8 George: I love that question because any time I have a
9 client, I try to figure out everything I can from
10 their perspective, so I try to get a grip on the
11 AKA brand and what it does, I visited the Beverly
12 Hills one, I visited the one here, and what I came
13 to learn, and I confess, from the very beginning,
14 when I first learned about it, I'm not sure I
15 really got this, but here is the point that I've
16 learned. There is a very interesting development
17 with people who want to have choices and be able to
18 live in places for less than a year, but still well
19 over a month, and I don't know if that's because
20 it's a matter of experimenting and seeing where
21 somebody wants to live and giving something a try,
22 or what, but I think that there is a sweet spot
23 there that maybe people haven't addressed before,
24

1 maybe that's part of the strategy that's being
2 implemented by AKA, but I do think that you can
3 have an extended stay, and you can also refer to
4 that, in other words, as a residence.

5 Hoopingarner: I will repeat. Stay in hotel, you live in an
6 apartment. I'm just having a hard time reconciling
7 that concept.

8 George: I get it.

9 Hoopingarner: And how you are a resident who is going to vote in
10 a city when you're not a resident.

11 George: Well, it may be that for voting, there are
12 different types of duration that you have to prove,
13 but I think for purposes of where somebody lives,
14 maybe the words, the language hasn't caught up with
15 that for some people yet, the fact is there is a
16 population of people who will want to live
17 somewhere less than a year. Why shouldn't we give
18 them an opportunity to do it?

19 Hoopingarner: So, to move on, can you explain why the applicant
20 has not complied with the development agreement in
21 terms of the notification of the City?

22 George: So, my understanding is, and I may need a little
23 help here, but my understanding is this. That, as
24

1 you heard from Mr. Moore initially, this is not a
2 general practice, but the contract prohibited any
3 disclosure by the buyer to the City prior to the
4 closing of the transaction. Fair enough. More
5 than that, I believe that Section 4.1.2 of the
6 Development Agreement, does not require what's
7 being suggested because the transfer happened after
8 the deliver of the certificate of occupancy.

9 Hoopingarner: There was still a transfer of ownership.

10 George: Yes, there was.

11 Hoopingarner: And the City was not notified.

12 Delvac: Honorable Commissioners, Bill Delvac again on
13 behalf of the owner. Section 4.1.2 refers to a
14 transfer before development. The certificate of
15 occupancy was obtained, the provision after
16 developments says the owner shall give notice, I
17 believe the development agreement clearly means the
18 seller, it doesn't say that, but I think when you
19 read the whole thing, if anyone was to have given
20 the notice, it was the seller who should've.

21 Hoopingarner: But are you not...?

22 Delvac: Who was the party to development agreement.

23 Hoopingarner: Are you not now the owner?

24

1 Delvac: I'm sorry?

2 Hoopingarner: Are you not now the owner?

3 Delvac: After the transfer, but not before. I believe that
4 when you read this, that 4. ..after transfer, after
5 development, pardon me, that the owner that is to
6 give notice is the seller. They're the party to
7 the agreement.

8 Hoopingarner: I'll leave that...

9 Buckner: It doesn't say seller though, it says "owner."

10 Hoopingarner: It just says "owner," so I'll leave that to the
11 lawyers to discuss.

12 Buckner: Yes, that's another interpretation.

13 Hoopingarner: But there should've been a notice, I believe.

14 Delvac: Well, I, you know, as Mr. Moore said...

15 Buckner: See, the unfortunate thing here is that there was
16 an opportunity for the new owner to have some
17 conversations with the City and work a lot of this
18 out before we...

19 Aghaei: Yes.

20 Buckner: ...lawyer...before you lawyered up and we got to
21 this point, and unfortunately, there's still an
22 opportunity, I would hope that somehow or another,
23 you would try to work something out with the City
24

1 so that it's a win-win situation for everybody...

2 Delvac: So for...

3 Buckner: ...before it gets to more, more litigation, and
4 more and more costs, both for our City and for your
5 client.

6 Delvac: Chair and other Commissioners, because this has
7 come up, in a three-month period from the first
8 letter from the City, until September 21st, when
9 the City said they were going to require an
10 interpretation, we had extensive discussions about
11 the nature of the operations. We had genuinely
12 believed, I was in those meetings, we genuinely
13 believed that we were on track for reaching an
14 agreement. We still believe that we're a dwelling
15 unit, it's a valid property type, we're, we would
16 be shocked if the City now tells the real estate
17 market, and people who can't get into a one-year
18 less, that the City is closed for monthly rentals,
19 I'd be shocked, that's what you're about to do
20 here.

21 Buckner: How far along are you in renting the, for those
22 affordable housing in the other unit? I mean, is
23 there something, anybody know what's going on
24

1 there?

2 Grossman: As I mentioned before, we made the request on the
3 nine units in the West Tower, to relocate them to
4 the East Tower, and we were told, we were told by,
5 I believe it was Mr. Noonan, that, for the time
6 being, we should wait on those until all these
7 matters were settled.

8 Hoopingarner: I have one last question for the operator. Or did
9 he leave?

10 Grossman: Yes, that's me.

11 Hoopingarner: Oh, this...I'm sorry.

12 Grossman: Okay.

13 Hoopingarner: The electric bills. Who pays the electric bills?

14 Grossman: We pay the electric bills.

15 Hoopingarner: And...

16 Grossman: Included in your rent.

17 Hoopingarner: ...the internet?

18 Grossman: Gross rent.

19 Hoopingarner: And the gas?

20 Grossman: Yes.

21 Hoopingarner: So, unlike most...

22 Buckner: Cable?

23 Hoopingarner: ...any apartment building I know...

24

1 Grossman: It's gross rent, correct.

2 Hoopingarner: ...where we have submeters for a reason, so this is
3 like a hotel, where...?

4 Grossman: We may have some submeters that I'm not aware of,
5 but in some of our buildings we do, I'm not
6 positive what we have, but typically, we offer
7 services on a gross basis.

8 Hoopingarner: So...

9 Grossman: Tenant pays for all of them.

10 Hoopingarner: ...can staff speak to the submetering, because it
11 was my understanding that that's a requirement...

12 Altschul: I can...I can answer.

13 Hoopingarner: ...of all new development?

14 Altschul: I can answer that. Presently, in West Hollywood,
15 we have quite a few buildings that have one meter,
16 and it's included in the rent or in condominiums,
17 included in the HOA, because they were built with
18 one meter.

19 Hoopingarner: Yes, but I mean, this is a new build is my point.

20 Altschul: Yes.

21 Hoopingarner: And we have new rules about submetering, don't we?
22 Can staff speak to this?

23 Dimond: I honestly can't speak to their meter situation. I
24

1 don't recall.

2 Altschul: And I've never seen a requirement actually, that
3 there be...

4 Hoopingarner: But...

5 Altschul: ...individual unit meters. It's certainly
6 desirable.

7 Buckner: Some apartments, some buildings have that, but many
8 do not....

9 Hoopingarner: But still...

10 Buckner: ...here in the City.

11 Hoopingarner: Right. But the internet, your cable bill? Those
12 are all...

13 Buckner: Usually, those are paid by the tenant.

14 Hoopingarner: The individual in a normal tenancy, in a normal
15 dwelling unit, correct?

16 Altschul: Not exactly.

17 Hoopingarner: No?

18 Altschul: There are lots of bulk-rate arrangements with
19 apartments where the rates are much, much cheaper
20 if you bulk it...

21 Hoopingarner: And it's all grossed out?

22 Altschul: ...and it's written by one check.

23 Hoopingarner: Okay.

24

1 Altschul: By whoever, and practically every condo has it.

2 Hoopingarner: Condo...

3 Grossman: Correct, that's correct.

4 Hoopingarner: ...no, condos, yes, but this isn't a...

5 Altschul: Some apartments do.

6 Hoopingarner: ...rental apartment. Okay, thank you.

7 Altschul: It's billed into the rent, but it doesn't...

8 Hoopingarner: I'm not a renter, so maybe...

9 Bass: I'm sorry, you just sat down, I...you mentioned in

10 response to my last question about me not receiving

11 the lease, and that's probably why I didn't get the

12 request for a credit check, and there wasn't a 48-

13 hour delay. You folks included a copy of the lease

14 that I suppose would've been what you were

15 referring to, granted, it's a bunch of pages, and

16 I, and small type, but I'm not seeing any reference

17 to that in the lease, so is there a different lease

18 than the one you provided us that might be...?

19 Grossman: That is our lease, there may be an additional form,

20 but...

21 Bass: Okay.

22 Grossman: ...to...

23 Bass: I just...

24

1 Grossman: ...there is absolutely a separate authorization
2 form.

3 Bass: For those things?

4 Grossman: I...that I'm aware of it.

5 Bass: Okay.

6 Hoopingarner: So, Adam, if you have it, there's a section in
7 there about utilities and there's checkboxes that
8 says the owner will pay the following utilities...

9 Bass: Okay.

10 Hoopingarner: ...so the question is, are those boxes checked?

11 Bass: We all have it in our packet, I'm...I can flip
12 through here, but...I didn't mean to be short with
13 my answer when I said that, I just don't know, but
14 I will find it very quickly.

15 Hoopingarner: It's...

16 Bass: Utilities, none of the boxes are...

17 Hoopingarner: Right-hand column of Page 1.

18 Bass: ...none of...yes, none of them are checked. Yes.

19 Hoopingarner: None of them are checked? Okay.

20 Buckner: Okay. Can we, at this point, move on? We can
21 still ask questions before the public hearing is
22 closed, so I'd like to move on so we can give some
23 of our public an opportunity to address the
24

1 Commission, so going on...Chair, yes?

2 Hoopingarner: I request three-minute intermission.

3 Carvalheiro: Yes, please.

4 Buckner: Three-minute intermission. Okay, thank you.

5 Altschul: I would like to amend that and make it five.

6 Langer: I'll just remind...excuse me. I'll just remind the

7 Commissioners that the public hearing is open so

8 not to speak about the matter amongst yourselves.

9 Buckner: And that means please do not any members of the

10 public address any of the commissioners.

11 BREAK

12 Buckner: Have everybody in the audience please take your

13 seats and we're going to continue. We're moving on

14 to the public speakers on this item. We're going

15 to allow you three minutes, even though it's...we

16 have over 20 people, because I want to give you an

17 opportunity to address. If you don't need to take

18 the whole time, I think everybody here would

19 appreciate it, but you're certainly entitled to it,

20 so let's start. First speaker is John Douponce.

21 Douponce. Hmm? Like defense? Well, wait a

22 minute.

23 Excuse me, there's only one person at the podium,

24

1 so the rest of you just take your seats, please.

2 Altschul: Will the real John Douponce...?

3 Douponce: My business is in West Hollywood, I'm here tonight
4 speaking for the entire hotel community, and asking
5 the Planning Commission to deny the appeal for 8500
6 Sunset. To allow hotel or short-term rental use is
7 against the zoning ordinance. Excuse me. As
8 operators, we've all supported new hotels in this
9 market, and welcome them. This just wasn't done to
10 a hotel, and it should not be a hotel. If you open
11 this door to short-term rentals, it'll never close.
12 And I guarantee you, you'll have other apartment
13 buildings up here asking for the same
14 consideration. A change of use removes
15 rental...rental markets...rental units from the
16 market, and the operator should have no problem
17 finding long-term tenants. It's a beautiful
18 building, a lot of people want to live there on a
19 long-term basis. Thank you.

20 Buckner: Thank you. And the rest of you are other hotel
21 owners that just came up to support you, is that
22 correct?

23 Douponce: That's correct.

24

1 Buckner: Thank you. Moving on, Genevieve Morrill, and
2 followed by Adam Kaufman.

3 Morrill: Hi, Genevieve Morrill, President and CEO of the
4 West Hollywood Chamber of Commerce, good evening,
5 Madam Chair and Commissioners, decades ago, as you
6 have as well, this project was before us, and we
7 supported two towers, one condo, and one hotel.
8 There's no need to belabor that point, I think
9 you've done a very good job of exhausting the
10 semantics on that. We believe that this...if this
11 should have been approved as an extended stay
12 project, the EIR, the traffic patterns, the
13 parking, and other merits, would have been
14 considered differently. As Commissioner
15 Carvalheiro pointed out, corporate rentals were
16 banned last year. I also want to say that this
17 isn't an isolated item that has, it has
18 ramifications with other businesses. Pali House,
19 if you recall, came before you around that same
20 time, and Pali House got a citation and got shut
21 down for using their residential units for
22 short...extended stay, and this was exactly the
23 same scenario. We respectfully respect AKA's
24

1 business model, and we believe that this model
2 would be appropriate if it were a project that had
3 all of the thought, leadership that had gone into
4 the first project, and had been evaluated and
5 looked at with the EIR in mind, and all of the
6 other elements, so we respectfully ask that you
7 deny the appeal and support the staff's
8 recommendation. Thank you.

9 Buckner: Next, Adam Kaufman, followed by Amanda Hyde. Did
10 we skip somebody?

11 Kaufman: Hi, Adam Kaufman...

12 Buckner: Sorry, Adam. After you is Ellie Farmer, I'm sorry,
13 I missed that. Thank you.

14 Kaufman: Adam Kaufman, Director of West Knoll Condo
15 Association, and President of the West Hollywood
16 North Neighborhood Association. I just have some
17 points I just want to raise that we all know that
18 there's a California housing crisis, and major
19 density bonuses are being given to developers in
20 our neighborhood. I just read an article, it said,
21 "West Hollywood is the densest city in Southern
22 California," so that's why you're up here, we have
23 staff, we spend a tremendous amount of resources
24

1 going through all this stuff. Despite like all the
2 quibbling about definitions, this is basically
3 converting long-term housing into short-term
4 housing, and that's the counter to the state
5 mandate to boost our housing stock. I have a
6 particular interest in this because there's a
7 project that's going to be built across our street,
8 8555 Santa Monica Boulevard, they're getting
9 tremendous density bonuses using everything
10 available, it's apartment buildings, it's the same
11 scenario, and if you approve the appeal here,
12 there's, I don't see what's going to stop this
13 project from converting to similar short-term
14 housing. In terms of due diligence, I heard from
15 the lawyer that they have a total disregard for the
16 development agreement, so then I ask you, why do
17 you guys spend your time going through a
18 development agreement process? What's the purpose?
19 Why do we pay staff to go through the process? Why
20 do we have to come here and talk about this if
21 there's no substance to these development
22 agreements? Why does this City invest so much in
23 development agreements, time, money, staff, our
24

1 time? And we all know that short-term housing has
2 higher margin than long-term housing. This is a
3 great business deal for them, and, by the way,
4 they're not even paying the Transient Occupancy
5 tax. Are they required to follow the same
6 compliance as the hotels? Is it fair competition
7 with the hotels, and ultimately, are they poaching
8 business from our hotel? Thank you very much.

9 Buckner: Ellie Farmer, you're next, please. Sorry.

10 Farmer: Good evening, Commissioners, my name is Elle
11 Farmer, I'm speaking tonight on behalf of the
12 30,000 members of Unite Your Local Love and the
13 hospitality workers here, union here in Southern
14 California, so I don't to retread a lot of what you
15 have asked questions about, and what other folks
16 have said, but there is a definition of dwelling
17 units in this City, and it is in relation to the
18 one cited by the appellant here. 1948-60 states
19 that "Dwelling units within the City are intended
20 for long-term occupancy as reflected by the
21 dwelling unit definition, and as such, no part of
22 the dwelling unit in the project may be used as
23 corporate housing," this is the corporate housing
24

1 point that has been raised, and I think it's very
2 important, this building is being operated clearly
3 as a hotel. I think we can, we've all agreed on
4 this point, basically, now that it is very clearly
5 being operated, marketed, and run as a hotel. It
6 was not permitted for that, it is permitted as
7 dwelling units, as apartments, for people to live
8 in, not stay in. They are marketed as suites, I
9 can't remember the last time that I looked for an
10 apartment and it was marketed to me as a suite to
11 stay in. This development was given special
12 consideration, density bonuses, all kinds of
13 things, in a long process with the City, to be what
14 it is today, and yet, this applicant, this owner,
15 has come in, made a very large purchase as
16 Commissioner Aghaei pointed out, hundreds of
17 millions of dollars, it strains credulity to think
18 that they didn't know what situation they were
19 getting into. It seems like today, they want to
20 find a tiny, tiny, tiny reason to drive a massive
21 truck of a loophole into this City. There's a
22 housing crisis going on in Southern California, in
23 California generally, we all know this as well,

1 this would be an elimination of housing units, that
2 is not going to help that problem. It might be
3 good for their bottom line, it might help them pay
4 some of the costs of their multi-hundred-million-
5 dollar purchase, but the City's laws don't really
6 care about what's best for their particular bottom
7 line. Their brand is as an extended stay hotel and
8 they are operating an extended stay hotel. I also
9 wonder, in hearing about this, if someone were to
10 rent one of these units, and they stayed for two
11 months, but 40 days into that, there was a dispute,
12 let's say the heating unit broke in one of these
13 suites, and the person who was staying there
14 decided to not pay the full amount, which would be
15 their right as a renter in California, what would
16 they do in that case? Renter rights should attach,
17 I'm not sure how they would deal with that. Thank
18 you.

19 Buckner: Thank you. Amanda Hyde, followed by Elise
20 Eisenberg.

21 Hyde: Good evening Commissioners. Hello, I am Amanda
22 Smash Hyde and I am a rent stabilized renting
23 resident and a small business owner in the the City
24

1 of West Hollywood. I am proud advocate for the
2 rights of renters. I have been thoroughly
3 researching this situation. I have to tell you I
4 am floored by the absolutely blatant duplicitous
5 behavior by this developer. The project has been
6 in the pipeline for 20 years and they wanted an
7 event space and then they needed parking allowance
8 and now housing. They have come before the city
9 trying to decide the most lucrative vein for
10 themselves, not once, not twice but three times.
11 It is not the City of West Hollywood's
12 responsibility to give you the best return on your
13 investment. Do your due diligence and stop wasting
14 everyone's time for profit. Do not pitch to us
15 that we are stopping you and that this has been a
16 transition of the city to stop progress when if
17 this is what you wanted from the onset you could
18 have conveyed it easily at some point over the last
19 20 years. You never said to the city that you
20 wanted short-term or corporate, you said housing.
21 Furthermore, you said rental housing, which our
22 city and our state desperately needs. So what the
23 city and myself are reiterating to you is the
24

1 definition of housing, because apparently some
2 people don't know how to adhere to their
3 agreements. You make our work fighting the housing
4 crisis even more of a battle so for that, shame on
5 you. I see the ads for you doing a hotel on
6 Instagram daily, daily in my Instagram feed. In a
7 study from the Los Angeles Alliance for a New
8 Economy, they cite that short-term and corporate
9 housing like this is a major culprit in our housing
10 crisis. It destroys the rental market and its
11 largest victim, guess what it is? It's affordable
12 housing. Our council recently outlawed short-term
13 housing and rentals because West Hollywood cares
14 about renters. I care about renters and in our
15 current economy, renting is the most common way
16 people can afford a home, myself included. We are
17 78 percent of this city. I don't come to meeting
18 after meeting fighting for housing to be built to
19 have this blatant bait-and-switch abuse of the
20 system to happen. This is personal to me because
21 housing is a fundamental basis of West Hollywood
22 and it's a freakin' human right.

23 Buckner: Elyse Eisenberg followed by Joyce Heftel.

1 Eisenberg: Elyse Eisenberg, City of West Hollywood. I'm here
2 to support the hotel owners because the last thing
3 we need is another hotel on the strip. We've been
4 complaining that you've doubled the number of hotel
5 rooms on the strip, and it's the last thing we
6 need. We're destroying the strip. We're
7 destroying the economy there. I'm really
8 disappointed that there's even a suggestion that we
9 look for a compromise with them. It's basically
10 saying, what bribe are you offering the city in
11 order to make this work? You know, I mean I can't
12 believe that's even up for discussion. Then
13 worrying about going to court. Well, so what if
14 they go to court? They have a development
15 agreement. Everything that was done, the way this
16 was entitled from the beginning, 20 years ago as
17 they said. Everything has been thrown out. When
18 CIM wanted to even build this property the city
19 was, they were just nickel and diming it. Well if
20 you don't do this for this, if you don't give away
21 350 parking spaces, we're not going to buy the
22 project. If you don't give away the underground
23 tunnel, we're not going to build it. Oh, we won't
24

1 build it unless we don't have to build the, the
2 balconies on this. Every little thing. There was,
3 this was supposed to be condos. Now it's rental
4 housing. But it was always housing. The hotel was
5 apart across the street. This has to stay housing.
6 We can't have a hotel on every other block from
7 Doheny all the way to Crescent Heights. There's
8 nothing else new that has come on this, on the
9 Sunset Strip except the hotel. Not one other thing
10 in the past 10 years or the next 10 years going
11 forward. We just can't have that anymore. This
12 has to stay the way it's gonna be and you can't be
13 worried about losing a lawsuit. The city is in the
14 right here. You know, you can't have that fear.
15 And you can't be asking what bribes we're gonna be
16 getting in order for you to get your way. That's a
17 non-starter. This, I, I can't believe that's even
18 up for discussion. Anyway, I am here to support
19 the city's position on the appeal. Thank you.

20 Buckner: Joyce Heftel followed by Jonathan Freeman Anderson.

21 Heftel: Joyce Heftel, Fountainview, closest, one of the
22 closest residential to this project and I'll tell
23 you right now that we are experiencing with what we
24

1 never experienced before is thefts. With people
2 coming into our hallways stealing our packages.
3 Not till this. I, I have no proof but bringing
4 more people here who do not have a stake in the, in
5 this neighborhood is never a good thing. I was at
6 every, I'm sorry, I am talking loud, I am so upset.
7 I was at every meeting when this development
8 agreement was formed. I know the conditions. I,
9 we, we were so impacted because we're right behind
10 the two hotels. Incidentally, it started out as an
11 approval in 1999, is for office buildings. And so
12 it was, it's just, and Jeff Seymour sitting there
13 and he kn-, he met with them, and he knows what
14 conditions were applied. So if they're saying
15 they're ignorant of it, they got somebody sitting
16 there that sat there for Apollo and CIM, who said
17 precisely, we care about the neighborhood, we're
18 not going away, is what I just heard from this
19 group. They're here for money. Every time we come
20 before you because there's another development
21 agreement, another development that's going to
22 impact our lives for X amount of time you say you
23 have no choice because of the State mandate. They
24

1 are pulling 190 dwelling units off the market that
2 were anticipated and that's not right. They're not
3 paying the taxes, they're not adding to the
4 neighborhood. This is 2.8 square miles. It's not
5 the City of Los Angeles. It's a tiny neighborhood
6 and we are being exhausted and our, if those 190
7 units aren't for homeowners to live in for, for
8 people to have their residence, there'll have to be
9 another 190. Our green space is going. Our
10 infrastructure, our plumbing, this city wasn't
11 built like New York or Chicago as major
12 metropolitan neighborhoods with all the
13 infrastructure that should have been there. This
14 was built as a small, little town and we're gonna
15 bust and if we bust then all these little
16 businesses are, all these businesses are going to
17 go out of business because people are going to do
18 what they did in Chicago. They're gonna move to
19 suburbs because it's too much congestion, too much
20 pollution, too expensive and they're gonna go out
21 to the valley and then this whole neighborhood is
22 going to implode because all these people are
23 coming here, and the city is not getting any tax
24

1 money so they're not helping us. And there
2 shouldn't --

3 Gillig: Time is up.

4 Heftel: Thank you.

5 Buckner: Thank you, Joyce. Jonathan Freeman Anderson
6 followed by G. Lafayette.

7 Anderson: Hello, Honorable Commissioners my name is Jonathan
8 Freeman-Anderson. I'm a resident of West Hollywood
9 at 8110 Norton Avenue. I simply want to question
10 the clarity of the ramifications of the
11 interpretation. You mentioned you're afraid of it
12 making your next door a long term extended stay
13 scenario. I'm, I'm worried because as an
14 entertainer I, I quite often find myself living in
15 hotels and staying in my apartment and enjoy these
16 less than year rental scenario I have on my lease.
17 If the interpretation stands as it is and makes
18 long term ban the short term prior to a year, I
19 think you'll be seeing a lot of apartments clearing
20 out and many of the entertainers that travel on the
21 road in this beautiful city having difficulty with
22 their rental agreements with their landlords. I
23 know I will if I'm on the road for six months and I
24

1 only have my lease for six months, what's going to
2 happen with the way this interpretation stands?

3 Does that make sense? Not at all?

4 Buckner: I'm not following you.

5 Anderson: Well, the point is is I don't know if this is just
6 strictly based on this building right here or is it
7 going to extend to all the other buildings in this
8 city? And I don't think that's been clarified.

9 Buckner: Thank you. G. Lafayette followed by Hector
10 Barbosa.

11 Lafayette: Good evening, can you hear me?

12 Buckner: Yes.

13 Lafayette: That's too close. All right, well better you can
14 hear me than you can't. Good evening everyone, my
15 name is G. Lafayette, I'm a resident of Los
16 Angeles. I would like to vocalize my support for
17 8500's building. My understanding of it is that
18 the end goal is going to be affordable housing for
19 people and with the provisions that I've heard
20 today, the concepts of having someone there
21 available 24/7 is to ensure safety and to provide
22 assistance for maintenance issues with the
23 understanding of having someone check into clean
24

1 the houses or apartments weekly. I feel as though
2 that would ensure the safety and security of the
3 other residents by knowing what's going on in these
4 houses that are being occupied. I think that with
5 Western Hollywood being a place of diversity and
6 progression the issue should not be about
7 resistance right now. It should be about
8 cooperation and it should about being, it should be
9 about being thorough with what we have and what
10 we're doing and I think with the affordable housing
11 units being available to those who don't have the
12 ability to pay utilities consistently, it would
13 give us more resources to allocate back into the
14 community and support others. I believe by having
15 the, the facility compensate these people in this
16 way, it would just simply recycle the resources
17 that we're, we're desperately in need of to begin
18 and from my perspective it definitively needs clear
19 guidelines and it, it definitively needs to be more
20 precise, but I think with our current housing
21 crisis and what's going on in the world these are
22 the kind of steps we need to step forward and to
23 not only take care of ourselves but take care of
24

1 our community and be the example that we wanted,
2 that we would like to set in the world. And as far
3 as having long-term leases and, and contracts, we
4 all know in this day and age with the current
5 generations at hand, that's not always a reality.
6 Somebody is not always gonna be capable of being
7 there considering their work or other obligations.
8 So I would like to again vocalize my support for
9 8500 and I would like to support it being month-to-
10 month given the basis that we do not know what's
11 going to happen and circumstances do change and I
12 think that working together and cooperating to
13 chisel this down and have more specific guidelines
14 would be the best course of action. Thank you.

15 Buckner: Thank you. Hector Barbosa followed by Chuck
16 Justice.

17 Barbosa: Good evening to everyone. My name is Hector
18 Barbosa and I've been a resident of West Hollywood
19 for the last 12 years. I live on 938 Palm Avenue
20 and one of the things that concerns me after
21 hearing you know from both sides today is that, I,
22 I feel like there really hasn't been enough
23 research, you know, being made on what are the
24

1 needs not only of the residents in West Hollywood,
2 but also people from different parts of the country
3 and the world who would like to be living in our
4 city for a short extended period or, or any time
5 that is necessary particularly because we live in a
6 city that caters to a lot of the people in the, in
7 the entertainment industry, a lot of artists and
8 just on our own experience at home, in the last 12
9 months we've had three guests that have stayed with
10 us for up to three months because there was no
11 options for them. Hotels can get very expensive.
12 And also, there's no, you know, Airbnb was not an,
13 was not an option in this com-, at least in this
14 community and so we ended up hosting our house to
15 our friends when even that wasn't their first
16 choice. You know, people need privacy and that's
17 what they were looking for, and they couldn't get
18 it. What, I think we have look to into the future
19 is that people more than ever are going to have
20 very different needs depending on the different
21 kinds of work that they do, which is very different
22 than it was 50 years ago. My roommate right now,
23 he's looking into where he's going to stay in three
24

1 different cities in the next year for about up to,
2 from a month to three months because his work can
3 be done anywhere around the world. So he's
4 looking, he's going to have to look for these
5 particular kinds of places also, you know, in other
6 parts of the world, not just you know a question of
7 being here in West Hollywood. So my thing is about
8 more research and more study on what are the actual
9 needs, regardless of who's going to profit from
10 them, its what's best for West Hollywood, it's
11 residents and the people who would like to make it
12 a part of West Hollywood. I think this is an
13 incredible city. It's the one that I lived the
14 longest. I lived in Beverly Hills before and the
15 Palisades, and those were not ideal to me. West
16 Hollywood is, and there's reasons for that. The
17 reasons is div-, on the diversity it is a very
18 progressive city and my, what's important to me is
19 that seeing from my experience with friends and
20 their needs, is that they have to have options.
21 Thank you.

22 Buckner: Chuck Justice followed by Barivna Rankin. Excuse
23 me, excuse me. I'm having trouble reading tonight.
24

1 Chuck Justice, sorry, the next person after Mr.
2 Justice is Marteze Gilmore. Thank you.

3 Justice: Good evening Commissioners, my name is Chuck
4 Justice and I live in Hollywood, California. And I
5 brought with me petitions signed by over 200 people
6 from the local area and business owners in support
7 of the project under the original approved project
8 and what we would like to see is that those
9 affordable units be provided for the families that
10 are in need of housing and fulfilling the community
11 with housing for people that need it. So all I
12 want to say is thank you.

13 Buckner: Thank you. Marteze Gilmore then followed by Barika
14 Rankin.

15 Gilmore: Good evening all my name is Marteze Gilmore. No
16 problem, no problem. I'm a freelance photographer,
17 so one of the things that I love about West
18 Hollywood, well first I'm from Los Angeles. One of
19 the things I love about West Hollywood it is like a
20 paradise, and so when I hear the back and forth
21 that's been going on with the way that people are
22 saying that they're hearing what the law said.
23 Thirty-one days. Now if I do a photography shoot
24

1 and it says like I'm gonna get paid a certain
2 amount of money and I can afford this place now,
3 why wouldn't you guys allow me the paradise that
4 you guys have been able to see? Other than that
5 it's just saying like no you're not good enough to
6 be here if you can't afford the whole year. If you
7 can only afford two months, if you can only afford
8 three months, you can't afford to be here a whole
9 year then you're not got enough to be here -- that
10 doesn't sound right to me. That's not humane
11 saying that we don't want to put you somewhere even
12 if you can afford it. This is what I'm hearing
13 right now. This is all about interpretation that
14 everyone is going back and forth what they are
15 interpretating and this is what I'm hearing. Is
16 you're not good enough if you're only making enough
17 and you can only be here for six months. You can
18 only be here for what 30 days, 31 days, but the law
19 says that it's 31 days. So I am actually for the
20 development. I think that it is a good cause for
21 those that, and then you guys may even see like,
22 well, we don't even want you in the area anyway.
23 Well I was only here for 31 days. That's a win for
24

1 everybody, right? I was able to experience
2 paradise and now I can go back home to the, to
3 Mississippi somewhere, you know? Thank you guys so
4 much. You guys have a great one.

5 Buckner: Thank you Marteze. Barinva Rankin followed by
6 Lorenzo Brown.

7 Rankin: Hello, my name is Barika Rankin and I'm a resident
8 of West Hollywood. 720 Huntley. I just wanted to
9 speak because I'm always an advocate of affordable
10 housing. Definitely think that there's some
11 technical parts that need to be worked out, but I
12 live and struggle every day, and if there's an
13 opportunity to make that easier for anybody else in
14 the community, I think that's great as long as the
15 it's benefiting the community. That's all I have
16 to say. Thank you.

17 Buckner: Thank you. Lorenzo Brown followed by Melissa
18 Nelson.

19 Brown: Good evening, Madam Chair, Commissioners. My name
20 is Lorenzo Brown and I reside in L.A. right now.
21 I'm seeking affordable housing in West Hollywood
22 because of its diversity, willingness to be
23 accepting, I want to be here. The thing is that I
24

1 don't make the type of money that you guys make to
2 be living in homes as far as that goes. I need to
3 have affordable housing. If not even affordable
4 housing, I need to have flexible housing as far as
5 that goes and that goes to say that is there any
6 value to a nine-month lease? Is there any value to
7 a six-month lease? Is there any value to a three-
8 month lease? I would caution you guys on going
9 with the recommendation or interpretation of the
10 staff because it sets a precedence wherein your
11 city you may have to now litigating in different
12 areas because of what the precedence is that you
13 set. That you may choose to set, that now has a
14 year. You have to have a year lease and that might
15 not work for me. I may have to get a six-month
16 lease to get in to even be accepted. So I want you
17 guys to take those things into consideration. Like
18 I said I'm supporting 8500 Sunset. I'm opposing
19 the interpretation of the law that is, is being
20 changed right now because the law does say 30, 31
21 days. We need to throw that out. When does an
22 extended stay become an actual you know residency?
23 What, at what point does, is, has that definition
24

1 been brought up today and I haven't heard it. Is
2 it two months, three months, four months, five
3 months, six months? You're going to blanket it as
4 a year? Just think about it wisely. And I would
5 advise you guys to proceed with caution. Thank
6 you.

7 Buckner: Thank you. Melissa Nelson followed by Denise
8 Brown.

9 Nelson: Hi, my name is Melissa Nelson and I'm for community
10 housing of all kinds and I, I live in affordable
11 housing so, and I've been living in, in, on this
12 side of town for over 10 years and I love it on
13 this side of town over here in Hollywood, so for to
14 have affordable housing in West Hollywood it would
15 be nice. That's all I have to say.

16 Buckner: Thank you. Wesley Bridle? Denise Brown, excuse
17 me, and then Wesley Bridle.

18 Bridle: Was it Denise Brown first?

19 Buckner: Denise, is she here?

20 Male: No. She left.

21 Buckner: Okay, then Wesley it's your turn. Thank you.

22 Bridle: All right. Thank you, Commissioners. Wesley
23 Bridle, West Hollywood. You know I mean it's just,

24

1 it's a ridiculous thing. I mean you can come in
2 and you can have a platypus and you can argue that
3 it's not a mammal, but at the end of the day, it's
4 a hotel. And I think that's the guiding fact here.
5 We don't, I'm not going to say that we don't need
6 hotels, but there's a process if you want a hotel.
7 You can...and this wasn't the process. We have a
8 deal. And so we need more housing. You know, it's
9 live, work and play. To work and play, you also
10 need to live here. Thank you.

11 Buckner: Thank you. Are there any other individual
12 speakers?

13 Gillig: Yes.

14 Buckner: Oh, I'm sorry there's a, a little slip. Claudia
15 Bastille?

16 Bericke: Hello my name is Claudia Batic, and I'm in support
17 of the month-to-month because it's not extended
18 stay. And I don't like to be locked into a lease
19 because this is a city where industry is changing
20 constantly. And a lot of people come here to work
21 and they need a month-to-month. And a-month-to
22 month is just a suggestion that it's month to month
23 not just 31 days. So I have a hard time with
24

1 having a year lease, and I'm in support of the
2 month to month. And 8500 Sunset is not a quaint
3 neighborhood. It's on Sunset Boulevard, and it's
4 not a hotel. There's a huge difference between a
5 hotel and a month-to-month. Thank you.

6 Altschul: Ma'am? Just out of curiosity, are you aware that
7 what the applicant is, the appellant is charging
8 for 30, 32 days is \$9,400?

9 Bericke: Well, that's even more reason to give them a month
10 to month if you ask me. Because if somebody pays
11 that much money, they're not gonna jeopardize the
12 neighborhood, I don't think so.

13 Buckner: Thank you. Okay we still have a few more speakers.
14 Zoe Harah, is that, Ojare? They had to leave.
15 Okay, John Fitzgerald Keitel?

16 Keitel: Good evening. I've lived in West Hollywood since
17 1994.

18 Buckner: Could you state your name please, sir?

19 Keitel: Oh, John Keitel.

20 Buckner: Thank you.

21 Keitel: You said it so beautifully.

22 Buckner: I got it.

23 Keitel: I live right in the shadow of the, the project on
24

1 Hacienda Place and I've lived there since 1994 and,
2 and have been in a relationship with West Hollywood
3 since 1988 when I first moved here. And it's a
4 little surreal to be here today addressing you
5 again because I was here to address you about the
6 Airbnb issue and so I'm just trying to reconcile
7 the fact that as a how-many-ever-years resident of
8 West Hollywood I can no longer rent out my place to
9 you know, people...I guess I never could but no
10 it's really clear I can't for two weeks at a time.
11 Musicians from New York, filmmakers who are coming
12 in because that's against the law now, but we're
13 going to have a 31-day high-end not-a-hotel up on
14 Sunset Boulevard and it just seems to fly in the
15 face of why we founded this city in the first place
16 which was for stabilized rent. And I just wanted
17 to bring that up because I think maybe we need to
18 all take a step back because I don't
19 think...there's no such thing as coincidence and
20 the fact that these two issues are coming to a head
21 this close together suggests that we maybe lost our
22 way here in West Hollywood, and we maybe need to
23 revisit, amend or come up with a new master plan
24

1 about what we want our city to look like over the
2 next 100 years. Because my feeling is, if this
3 goes down, the paradise that the man rightly refers
4 to might very well be gone because my knee jerk
5 reaction when I heard that's what gonna be done up
6 there? You mean we've been dealing with this for
7 20 years and that's what it's gonna be? I was
8 like, that was just my reflexive act, you know, and
9 then I don't know all the history, but it's like I
10 feel like they just kind of came in and decided
11 like we could make some money here and the
12 presentation didn't really give me a lot of
13 confidence in that they couldn't even, like Airbnb
14 couldn't, or wouldn't, give us the information we
15 needed to make an informed decision, couldn't even
16 answer basic questions about how they make their
17 coin off their website. And I don't know if it's
18 because they just didn't know or if they're just
19 papering over for our sake to make it look like a
20 dog look like a cat, you know, whatever it is. So
21 I really think we as a city need to take a deep
22 breath and think about what we want it to look
23 like. If you, if you, my understanding is if you,
24

1 if you go along with the staff decision, it doesn't
2 necessarily end it, but might give us time to start
3 that process. Thank you.

4 Buckner: Thank you. Victor Olemczenko. Next.

5 Omelczenko: Good evening Commissioners. I'm Victor Omelczenko,
6 long time West Hollywood resident and wow, in a
7 rent stabilized apartment may I add and we really
8 contorted ourselves into a pretzel of semantics as
9 Commissioner Altschul mentioned into definitions
10 and that. I have to say that in the voluminous
11 staff report, I am both fascinated and perplexed by
12 Exhibit 5 in Supplemental Report 2 from the
13 appellant which provides some comparable statistics
14 for apartment developments in the city. The Huxley
15 on La Brea and the Dillon on Santa Monica move
16 right in with a minimum of one-month lease. The
17 Avalon on Santa Monica, where we used to have an
18 older shopping center with 20 small neighborhood
19 serving businesses, move right in with a minimum
20 two-month lease, and then we have other, we have
21 rent stabilized apartment buildings in the city on
22 such kinds of shorter term leases. So, as a city,
23 I don't know, to be telling AKA West Hollywood, the
24

1 Korman Communities, that they're operating like a
2 hotel it seems like all of these buildings that I
3 just mentioned are operating like hotels, where's
4 code enforcement? I am very concerned about the
5 precedent that could be set in approving the appeal
6 and what that could entail. You know West
7 Hollywood is becoming more and more a city of
8 transients. Short-termers, longer-termers, and
9 they come and go. They are not the ones who build
10 community stability and spirit. More attention
11 needs to be paid to the needs of the permanent
12 residents of the city, the taxpayers and the
13 voters. We need new projects with housing that's
14 affordable for the working and the middle class and
15 not just a few thrown in low-income units into what
16 are turning out to be luxury extended stay
17 properties. Mixed use has been oversold, too many
18 new hotels have been approved and the city
19 bureaucracy and elected officials are not solving
20 the housing crisis by approving murky mega
21 development agreement projects. Thank you for
22 listening.

23 Buckner: Thank you. Are there any other individual
24

1 speakers?

2 Gillig: No individual speakers. We do have two people who
3 chose not to speak. They are in support of staff's
4 recommendation. That's Virginia Gillick and
5 Kimberly Copeland, and we have one opposing staff's
6 recommendation, and that is Rosa Lopez.

7 Buckner: Okay, so now let's go to have the appellant come up
8 for rebuttal. Is there someone who wants to speak
9 for the appellant, please?

10 Gillig: Chair, are we doing five or 10 minutes?

11 Buckner: Five minutes.

12 Gillig: Thank you.

13 George: Thank you again, Commissioners. I, I found the
14 comments so interesting and illuminating from both
15 sides and the themes that came out to me were
16 somebody said some people don't know how to adhere
17 to their agreements and they were saying that
18 against 8500 Sunset. And yet if we look at the
19 agreement, and we look at the ordinance that was in
20 place, it could be said exactly the opposite. What
21 comes up ultimately to me is the rule of law, and I
22 know that there's incredible passion on both sides
23 of this, and to the extent that there are people
24

1 opposing 8500 Sunset, we have to understand this
2 was a lawfully executed contract. We stand by it,
3 we rely upon the ordinance as it was written, and
4 that's something that's really important for us to
5 be able to say here. I understand, I appreciate
6 the emphasis on policy and philosophy and the way
7 that the city feels about things, but
8 fundamentally, what matters is, was a viable
9 conscionable agreement entered into, and the answer
10 is it was and to change the rules of the game
11 halfway through is not an appropriate thing to do.
12 It's really important in our view that the
13 Commission recognize that, and we can call it
14 semantics all day long, it's easy to denigrate
15 something as semantics when you're trying to get to
16 a certain result, but the fact is, when our
17 liberties and our rights are at stake because of
18 somebody trying to change the terms of a contract,
19 then semantics becomes very important. So, the
20 wording does matter. I just want to emphasize that
21 it, it really is a privilege to be able to address
22 you. I stand before you, telling you emphatically,
23 that the ordinance means what we said. We can't
24

1 just come up with one interpretation and then
2 possibly a new one because we don't like the way,
3 based on a sound philosophy or otherwise, that
4 things are going to come out if we honor the
5 agreement. Thank you very much.

6 Buckner: Thank you. Commissioner?

7 Hoopingarner: I'm curious and I, I hear your assertion that this
8 is residential housing. But I'm very curious
9 because this is a city that has been about
10 residential housing since our founding day.
11 Affordable housing that is, if anybody knows
12 anything about West Hollywood, that is our founding
13 principal, so from a development agreement
14 perspective, one of the things that I would say is
15 you can get into the nitpicky bits of the law, and
16 I'll let the lawyers do that, but let's talk about
17 intent. And intent has always, always been about
18 residential housing. So with that said, my
19 question to you is, we have dozens of hoteliers who
20 have written us letters, and who are sitting in
21 this room tonight, and bless you, we don't see you
22 very often so we know it's important, why do you
23 suppose that so many hoteliers in this city have
24

1 written a letter in support of staff's
2 recommendation, and in opposition of your proposed
3 business model?

4 George: So Commissioner, I appreciate the question. You're
5 asking me of course to speculate. I haven't spoken
6 with them, and their motives may be wonderful and
7 pure, or it's possible their motives are they don't
8 want competition.

9 Hoopingarner: Precisely, why would they see you as competition if
10 you're affordable housing?

11 George: No, that's --

12 Hoopingarner: And you're residential housing?

13 George: I'll tell you why because somebody can decide they
14 want to stay at a hotel as many days as they want.
15 And if somebody decides they want to stay somewhere
16 for 31 days, and it's going to be a hotel, they'd
17 rather have the business than giving it to somebody
18 else. It's really simple.

19 Hoopingarner: So that would make you competition for a hotel?

20 George: It would make us competition for anybody, whatever
21 you want to call it, where the person is staying
22 for 31 days or more. I understand your look of
23 confusion, but I'm telling you it's very simple.

24

1 If you decide that you want to visit a city, and
2 you're going to be staying there, as many of the
3 people did who spoke tonight, for two months.
4 Let's say you've got a project as a photographer or
5 an actor, as a director, and you want to stay
6 somewhere for two months. Where are you going to
7 stay? Maybe you'd end up staying at a hotel. You
8 could otherwise stay at an AKA Property. You're
9 not allowing, if you're going to go with staff
10 recommendation, not allowing that option to be
11 given to people, that's not right.

12 Hoopingarner: So back to your just a longer-stay hotel?

13 George: No, of course not. You know, that, listen that's
14 really not appropriate. I shared with you your own
15 ordinance dealing with hotel. It does not remotely
16 capture AKA. Period. I will engage with you, it's
17 not a matter of lawyering. If you want to come and
18 tell me how AKA fits within that, I'd love to hear
19 it, because it doesn't work. Thank you,
20 Commissioner.

21 Buckner: Question for staff.

22 George: Thank you.

23 Buckner: Are there any more questions for the applicant at
24

1 this point? Then I'll close the public hearing and
2 we'll ask questions of staff or deliberate or both.
3 Aghaei: So, 20 years ago when we looked at this project,
4 right, and we certified an EIR, and I may be
5 venturing somewhere I shouldn't be venturing but if
6 you guys could humor me for a moment. You know, we
7 looked at, the EIR requires that we look at
8 multiple alternatives. The alternative that we
9 went with was condos and hotels, correct? Or
10 apartment and hotels, is that...condos, right. And
11 with condos comes certain environmental impacts,
12 correct? Traffic, noise, you know, whatever,
13 right? I, I guess the question I have is, you
14 know, this use to me is not residential in the
15 sense that we've ever seen. This is a different
16 kind of use, right? And part of the concern I have
17 is that the EIR did not contemplate a use where
18 someone is going to be there for a month and then
19 leave and I guess what I'm asking is that, does
20 that have any merit or is that a valid concern,
21 i.e., that we didn't consider you know having short
22 term stays as 31 days and then...we, we consider
23 this as...go ahead.
24

1 Dimond: Basically what I wanted to say was that they didn't
2 contemplate this use particularly so if we were to
3 get an application, a request for entitlement for
4 something of this nature, we would consider it to
5 be a hotel, and specifically, in terms of traffic,
6 I'll speak to that as an example, the IT manual has
7 extended stay hotels, a specific type of land use,
8 and we would evaluate traffic based on that versus
9 on a dwelling unit so there's different,
10 potentially different, AM/PM peaks and different
11 metrics for example that we would evaluate and
12 similarly with all the other environmental factors
13 they may have different impacts.

14 Aghaei: I mean without getting into the level of detail
15 that you just described and thank you for that. I
16 mean if I owned a unit in a building like this
17 where I rented in a building like this would I,
18 would you say it's safe to assume that typically
19 some people leave in the morning come back and
20 night and that's it. Whereas someone who's staying
21 for 31 days in town might be, their activity might
22 be more transient in nature and the traffic and
23 parking patterns might be different?
24

1 Dimond: They would absolutely be different. I can't speak
2 specifically of the plan...

3 Aghaei: I understand.

4 Dimond: ...but absolutely they're different. The numbers
5 are different.

6 Aghaei: Thank you. John?

7 Buckner: John?

8 Altschul: Lauren, isn't the purpose of a development
9 agreement to abrogate or supersede the provisions
10 of the code?

11 Langer: The purpose of the development agreement is, is to
12 provide vesting to the developer and some certainty
13 to the developer so that they can develop over a
14 long period of time. And it's a function of state
15 law, it's, it comes from state law.

16 Altschul: But when there is a, but when there is a specific
17 way of developing in terms of use, does not the
18 development agreement supersede what it says in the
19 code?

20 Langer: Yes, the permitted uses and development standards
21 are what's in the development agreement overlays
22 zone.

23 Altschul: Thank you.

24

1 Langer: Specified in the permit approvals.

2 Altschul: So when it gets to court it's in fact an
3 interpretation of the development agreement?

4 Langer: Yes, that's what the interpretation is asking
5 whether or not specifically whether they're
6 dwelling units are being utilize-, or whether they
7 are being utilized as a hotel, are they not being
8 rented on a long-term basis, and/or are they not
9 being used as approved in contravention of the
10 zoning ordinance and the development agreement and
11 the entitlements.

12 Altschul: Right. But is, in my interpretation of having sat
13 here for 22 years, I was taught that in a situation
14 like this, the development agreement language
15 supersedes code language because what you're doing
16 by a development agreement is giving the
17 development, the developer rights that he/she/it
18 wouldn't have under the code.

19 Langer: It, it depends on what they're applying for.

20 Altschul: Thank you.

21 Buckner: Any other comments or questions? All right. Who
22 wants to go first? Okay, good, Stacey.

23 Jones: I'm going to volunteer this time. So I really, I
24

1 came in, first I just want to thank everybody
2 including the appellant and everyone present,
3 members of the community, both residents and
4 members of the hotel community, I always say this
5 but I stand by it, and that's that I never commit
6 to making a decision before I have, hear what you
7 have to say, so thank you. I came into this
8 tonight thinking that kind of the crux of this was
9 going to really be contingent upon how we define
10 short and long-term housing. But I think in terms
11 of staff's interpretation, where I am, at least at
12 this point, inclined to agree with staff's
13 interpretation is that it's this third par-, that
14 these, that this use is not being, this building is
15 not being used as approved. You know, we, it's
16 called an interpretation for a reason. There's
17 your interpretation and then there's the city's
18 interpretation. But thinking back on this and
19 having had discussions with so many people in the
20 community about kind of the history of this
21 project, I would argue that had the city known that
22 the intent was to do this type of housing, that
23 they would not have amended the DA in 2005 to grant
24

1 you this use. And I think, you know, to Mr.
2 Moore's claim about you know Brookfield being very
3 community oriented, you know, you didn't ask or
4 consult with the city about your intention to do
5 this. Either because you weren't aware that it
6 might be interpreted to be in violation of your DA
7 or because you didn't care and I find that your
8 claim that there was no ambiguity to begin with,
9 and this kind of incredulity that has been I think
10 fairly present both in your communications and the
11 staff report and tonight, or in your communications
12 with staff and tonight to be really kind of
13 disingenuous. So at this point in time, I am
14 inclined to side with staff's interpretation and I
15 don't, I don't think there's a lot of, for me, it's
16 pretty black and white.

17 Aghaei: I'll follow up to that.

18 Buckner: Go ahead.

19 Aghaei: And if you want to make a motion I'll support it.
20 You know, I think issue with two parts of this.
21 One, and you know, just plain and simple, this was
22 intended to be housing. This is not housing. Now,
23 I understand that that's a matter of
24

1 interpretation. I tend to agree with the city's
2 interpretation and you know, as a side note, Victor
3 Olemczenko, I agree, we do need more, you know,
4 clean, affordable market rate housing that's
5 actually housing for people that live and work
6 here. I, I completely agree with what you're
7 saying, and this project is not an example of that
8 and it's, in my opinion, it's a shame.

9 Furthermore, you know, to get just a bit more
10 technical I also believe that, you know, the EIR at
11 the time did not contemplate this type of use and
12 this type of use has entirely different
13 environmental impacts and for that reason alone,
14 you know, I absolutely, you know, I, I, I would
15 support staff's recommendation and would second
16 Commissioner, I believe, Hoopingartner's motion. So
17 with that...

18 Buckner: We have a motion and a second on the floor. So
19 we're going to be discussing the motion right at
20 this point. Mr. Altschul, Commissioner Altschul,
21 did you want to talk about the motion?

22 Altschul: Yes, well I think all of this conversation is about
23 what was certainly anticipatable to be the motion.
24

1 And my feeling is that it's headed for court,
2 denigrate semantics or not, semantics is an
3 interpretation of language and in my opinion the
4 language that is really paramount is this instance
5 is the development agreement language. It's been
6 over 20 years in the making and I think your
7 presentation here has been sort of on the fly.
8 You're asked a question, A doesn't know the answer,
9 but B comes up with the answer. But it may not
10 apply to West Hollywood in all locations, but in
11 this location it applies to West Hollywood but it
12 doesn't say anywhere that it applies to West
13 Hollywood, so you know this is a situation that
14 can, I think to a trier of fact, be sort of evident
15 that as they used to teach us in law school, in a
16 lot of your analysis of this, the alleg-, the
17 allagata doesn't meet the probata or vice versa.
18 And I, I based on that, and knowing West
19 Hollywood's long-term philosophy as it has always
20 been practiced from 1985 until and including today,
21 we are looking for housing, long-term housing. We
22 want people who are going to stay here, and we want
23 people who are going to benefit and appreciate what
24

1 this community has to offer. We try to craft all
2 of our entitlements towards that goal and this is
3 something that's outside of the box. It may be
4 something that being outside of the box, we can
5 obtain something valuable, because it's already up
6 in the air. I strongly recommend that you,
7 somebody initiate a dialogue so that the, the court
8 situation which will cost somebody thousands and
9 thousands of dollars, which admittedly you have.

10 Buckner: Hundreds of thousands.

11 Altschul: Hundreds of thousands of dollars, which admittedly
12 you have, and which probably admittedly we have,
13 the city has. So this is something that I think
14 should be avoided at all costs, and I think there
15 are conversations where there can be benefit to the
16 city along the city's philosophical lines in
17 addition to what would be beneficial to the
18 appellant. Needless, but beside all that, and for
19 those people who testified about how we're in favor
20 of the appellant because we need affordable
21 housing, \$9,400 a month is not affordable housing.
22 Our success in West Hollywood has been a blessing
23 and not so much of a blessing. Our success has in

1 some way kind of taken our core goals and our core
2 ideals and made us, and put us in this position
3 where we have to determine between the rich and the
4 richer. It's a hard, it's a hard line. But
5 determining either way...

6 Male: [INAUDIBLE]

7 Altschul: Hang on, listen to this one sentence. Determining
8 in either way is not going to make this property
9 what we call affordable. Thank you for coming.
10 So, I'm going to vote to support the staff's
11 recommendation with the caveat and the hope that
12 everybody sits down and gets this thing resolved in
13 a very sensible way.

14 Buckner: Thank you.

15 Bass: I, I too am going to support this motion. What I,
16 what it came down to for me is, is not the need of
17 a project like that. I think that the argument
18 tonight was made that there's probably a need for
19 this within our community. What it comes down to
20 for me is, was this project approved with that
21 understanding and I am without doubt that was not
22 the case. I read the minutes from the meetings
23 where this was discussed, and I've heard the
24

1 comments of the people who attended those meetings,
2 and, and I have yet to hear anybody believe, say
3 this, and to put it into context, this development
4 agreement was signed in 2005 and Airbnb wasn't even
5 established until August of 2008. So this whole
6 concept of the short-term rentals wasn't at all on
7 anyone's mind, yours or ours, at the time this
8 development agreement was signed. So I'm also
9 stuck on the idea that and I, and I made a joke
10 about it earlier, but I don't believe that
11 everything that is not short is long. So I don't
12 believe that if it is not a short-term rental it is
13 a long-term rental. I believe that there is
14 something in between and I believe staff erred on,
15 or excuse me, I said that incorrectly. I believe
16 staff made the correct interpretation looking at
17 our code to get some guidance of what does long
18 mean if we don't define it and, and we can argue
19 about that and it could be semantics but I, I
20 believe it matters a great deal here, and I believe
21 that, that simply because it is not short, it is
22 not long. So this may not be a short-term rental
23 but I also believe that it is not a long-term

1 rental. In addition, I do believe the staff's
2 recommendation is correct. That this is operating
3 as a hotel, and I was really dismayed with the
4 answers from the appellant tonight when with
5 literally written proof of how the lease process
6 works with, and having gone through that, which I
7 disclosed before you even spoke, I, I kept getting
8 different answers every single time I asked the
9 question, and by the end I still didn't have an
10 answer. I do know that if I were to reserve a room
11 in any one of these other gentlemen's hotels
12 tonight, that the email I get would be the
13 understanding that I would have with their, I have
14 confidence that's the case. I guess I don't know
15 it, because I haven't tried it. I don't stay in
16 hotels in West Hollywood because I live here. But
17 one of the things the appli-, the appellant said
18 tonight was things are changing and how apartments
19 are operating and how hotels are operating in
20 response to one of our questions and I believe that
21 is true. And I believe that the city needs to look
22 at this and that is why I'm grateful that staff
23 recomm-, says that they are going to be bringing us
24

1 a zone text amendment that's going to start
2 addressing these things. They were not addressed
3 in the short-term rental, short-term vacation
4 rentals ordinance that the City Council passed
5 initially when I was a member of the public. The
6 next time when I gave my opinion sitting here as a
7 member of this Board, they didn't, this was not
8 part of that conversation and, and we are going to
9 constantly need to be making changes in the near
10 future. Which brings me back to my original point.
11 I believe that there's a need for this, but I
12 believe that we, we all made both sides agreements
13 to the public when this was approved in 2005 there
14 was going to be one thing and we owe it to the
15 community to keep that agreement which is that this
16 needs to be long term housing, which is a year or
17 more. That's where I'm at.

18 Buckner: Did you want to comment before I do?

19 Carvalheiro: Yes. I think that this awful, the idea that we,
20 that while this case goes through court that that
21 building sits empty when there's a very real
22 housing shortage in our city and our state is
23 really disappointing. And I'm not a lawyer, I'm a
24

1 designer, and we're, I think we're sort of maybe
2 more generalists, but as I listen to the lawyers
3 pick apart the words, it seems unreasonable to me
4 in, I'm a renter, and in all my years of renting,
5 I've never ever been offered an opportunity for
6 anything less than a one-year lease and that's 20
7 years of it, of this. And then when you, the
8 applicants trying to define themselves not as a
9 hotel is so challenging in the hospitality climate
10 that now has to redefine itself according to the
11 advent of Airbnb and VRBO, amenities vary greatly.
12 IHG is branding new lines that offer very different
13 amenities, offer longer stays, offer less
14 amenities, offer cheaper rates. I mean this is
15 happening across the board so what was the one
16 speaker saying it's a platypus but it's a duck but
17 it's still a hotel. It's kind of like that. It's
18 irrelevant to me. The fact that it's short-term
19 stay. This, for me, it all goes back to the
20 original development agreement, and if this had
21 been proposed as 31 days or more, the low income
22 housing units would have never been calculated and
23 the fact that they were, to me, goes back to the
24

1 reasonable idea that long-term or a lease is
2 typically one year. When I was sitting with the
3 applicant's representatives we had a sincere
4 conversation where I asked them what is your
5 typical renter in these shorter stay and they said
6 typically people who are divorced or maybe their
7 houses are being remodeled or their house burned
8 down or their house has been flooded and to me that
9 seemed reasonable to have that opportunity to
10 provide housing for a particular group of people
11 that fit into that category. And even the
12 photographer that's in town for two months. Yes,
13 this could be a good option for them but do we need
14 110 units? Like I think one of the public speakers
15 mentioned doing some real research as to what the
16 market demands responding to real, real demands in
17 our market today. What do we need? Could we, if I
18 was to broker this deal so that we don't have to go
19 to court, I would, I would, and I was thinking
20 about this the other night and I haven't discussed
21 this with anybody but if you use the same number,
22 the same ratio to generate a low-income housing
23 number, and then use that same number for shorter
24

1 term, but let the rest of them all be at least one
2 year, because we know that that is the majority of
3 what is needed in the city, but it also offers an
4 opportunity for unique situations like the
5 photographer or the person who works in a movie
6 industry or someone whose house has burned down and
7 needs a, needs a place to stay. The fact that it's
8 furnished to me kind of tips in, in a different
9 direction because people who move to a
10 neighborhood, who intend to stay have furniture,
11 have personal belongings, they change their address
12 at the DMV, they register to vote. Someone who's
13 there for three months likely does not. So this
14 idea that the BR rep is community oriented, I
15 appreciate that, but I think the reality of the
16 situation is very different. I mean I'm leaning
17 towards voting in support of, of staff report
18 because of all these ideas.

19 Buckner: Thank you. Lynn, have you not spoken? I'm sorry.
20 You go first, I'll go last.

21 Hoopingarner: I was actually at all these hearings when this
22 happened. I have, I lived closer to that then than
23 I do now, but I was there. And this has always
24

1 been about residential housing. Always. Back to
2 my earlier comment about the letter of the
3 development agreement versus the intent. And I too
4 agree with Commissioner Bass that, and I think it's
5 Maya Angelou or somebody who said something about
6 see what, what are they actually doing versus what
7 are they actually saying. And everywhere I went,
8 on the website, how I too tried to rent a place,
9 etc., etc., I didn't go all the way through the
10 credit card part but, and I, I...this is a hotel.
11 And we are about residential housing. This
12 agreement has always been about residential
13 housing. As I said earlier, you know, residents
14 change their mailing addresses. Residents move in
15 Grandma's china and the silver and the family
16 photographs. And that's what this has always been
17 intended to be. That was always the discussion in
18 every meeting and Mr. Altschul, you were at these
19 meetings that was the discussion, that was the
20 intent, that was the agreement and it was the only
21 minor change that changed it from condos to
22 apartments that's even facilitated this discussion,
23 that they were condos. And this development
24

1 agreement involved a lot of concessions on the part
2 of the city to get that housing. One thing we
3 haven't really talked about here that that, that
4 development agreement was always about this housing
5 and all of the hotels and all the benefits that the
6 city would get. There was cash involved, etc., but
7 to change that now and to Commissioner's Aghaei's
8 point, it's is a very real point about the EIR.
9 You know, what is the impact of us suddenly
10 changing the use of this space and do we violate
11 the law because the EIR that was related to this
12 approval no longer serves. And with that I think
13 I've made my motion and I would like to move that
14 staff's recommendation be upheld and that's my
15 comment.

16 Buckner:

17 Okay, well I'm not, I think there's a pretty strong
18 consensus here among the Commissioners and I think
19 we spent a great deal of time on it and we've been
20 really thoughtful and I'm very proud of all of us,
21 both everybody in the audience and, and that we've
22 really taken our time. We've looked at all the
23 underlying issues and I, I think that I hope that
24 the applicant or appellant understands that we've

1 been wanting to be very careful and very open in
2 terms of hearing their argument and their issues.
3 For me it's been all along going back to the
4 development agreement and whether the ordinance
5 says X, Y, or Z, the fact is that when this project
6 was entitled that we're, it was understood that
7 these were going to be housing units and for
8 housing and at that time we didn't have these short
9 term ideas so it couldn't possibly have been our
10 intent at that time to have anything like a short-
11 term rental. It was always intended, and we
12 wouldn't have had these affordable housing as part
13 of it if it wasn't in the minds of the people that
14 were dealing with this development agreement and
15 the ordinance that was in effect at that time. So
16 I'm very much in favor of, of moving this forward
17 and I think that I'm going to affirm the staff
18 opinion and their interpretation. I'm very
19 concerned, I think that the EIR issue is a very
20 important one too that really is very convincing in
21 terms of this issue. It's very clear to me that
22 this is extended stay hotel, and that's not what
23 this was intended to be, and it certainly doesn't
24

1 serve our community in the way that we intended
2 when we originally approved the project. Question?

3 Langer: Can I just clarify what the motion is? Is the
4 recommendation in the staff report that the
5 Planning Commission, (a) uphold the director's
6 decision and deny the subject appeal, and (b) find
7 on de novo basis that in contravention of the
8 zoning ordinance, the applicable development
9 agreement and project entitlement and dwelling
10 units (a) are being used as a hotel, (b) are not
11 being rented on a long term basis and (c) are not
12 being used as approved. That's the staff
13 recommendation, correct?

14 Hoopingarner: That is correct.

15 Langer: Okay.

16 Buckner: Yes, so let's call the vote.

17 Gillig: And the motion passes unanimously.

18 Buckner: Thank you.

19 Gillig: The resolution, the Planning Commission just
20 approved memorializes the Commission's final action
21 on this matter. This action is subject to appeal
22 to the City Council. Appeals must be submitted
23 within ten (10) calendar days from this date to the
24

1 City Clerk's office. Appeals must be in writing
2 and accompanied by the required fees. The City
3 Clerk's office can provide appeal forms and
4 information about waiver of fees.

5 Altschul: Thank you, David. Will the minutes reflect the
6 verbatim transcript?

7 Gillig: I'm sorry, repeat that please?

8 Altschul: Will the minutes reflect a verbatim transcript?

9 Gillig: Yes, the minutes will be verbatim for, by a court
10 hearing clerk.

11 Buckner: Thank you. Thank you very much everybody. We're
12 moving onto new business which there is none.
13 There's no unfinished business. There is nothing
14 on excluded consent calendar. I believe our
15 director though, our Planning Manager update is
16 going to deal with an issue that the Commission has
17 asked to come forward.

18 Altschul: Can we have about five minutes while the room
19 clears? So can we have about five minutes?

20 Buckner: We don't need five minutes for the room to clear.
21 If you just walk out quietly, those of you who
22 don't want to stay to hear about Bottega Louie.
23 Those of you who are still interested might want to
24

1 stay put. Would you take your conversations
2 outside the chamber please? Thank you. Mr. Keho?

3 Keho:

4 Thank you Chair and member of the Commissions.
5 Member of the Commission, you're not plural. So
6 the last meeting a representative from WeHo West
7 brought forward an issue about Bottega Louie and
8 some changes in the design of the project. So I
9 thought I would bring forward a brief overview of
10 what has taken place at that location. So you may
11 remember this is at 8936 to 8940 Santa Monica
12 Boulevard. It was originally approved for a
13 restaurant called Cooley's. That was originally
14 director approval that was appealed to the Planning
15 Commission and ultimately appealed to the City
16 Council. That project, the design for that project
17 included both interior and outdoor space, it
18 included an interior bar and an exterior bar on the
19 back patio. And the back patio is the one that's
20 adjacent to the alley and adjacent to the park.
21 There were some concerns about noise impacts. One
22 of the issues with it were noise impacts and so the
23 City Council did approve, they ultimately approved
24 the project and they did approve a condition of

1 approval in their addressing noise mitigation at
2 the back of the project. It says, "Prior to the
3 issuance of any building permits, the applicant
4 shall submit plans to incorporate glass within the
5 rear outdoor patio area to address noise mitigation
6 measures to the satisfaction of the Community
7 Development Department Director." So subsequent to
8 that approval, the restaurant site was taken over
9 by Bottega Louie and Bottega Louie came to the city
10 and, and showed a different model for their
11 restaurant, floor plan and layout. It was a
12 different design because it's a different operator
13 would be using it instead of David Cooley, it was
14 going to be the Bottega Louie folks so that project
15 included some significant design changes. It
16 included reducing the outdoor patio on the rear by
17 49 percent in square footage, it included reducing
18 the number of seats on the outdoor pat-, back, back
19 outdoor patio area by 22 percent and reduce the
20 overall occupancy load of that area by 33 percent.
21 A lot of that had to do with the fact that they
22 totally eliminated the bar. There was going to be
23 a bar on the back patio where people could both sit
24

1 and stand and enjoy cocktails and beverages and
2 that type of thing, and that was totally eliminated
3 and removed. Another thing that was changed was
4 the overall size of the patio was removed. They
5 converted some of the patio to an interior storage
6 area I believe it is, so that helped reduce the
7 size of that outdoor patio. Another thing that
8 took place was the original design was in essence
9 kind of a see-through building. It had doors that
10 could completely remove on both the Santa Monica
11 Boulevard side and the alley side, so if you're
12 standing on Santa Monica you could look straight
13 through the venue all the way from one side to the
14 other and there would be a very, very large bar and
15 in the main part of Cooley's, and then you could
16 all the way through to the bar and the patio area
17 next to the alley. They also, in this version, in
18 the Bottega Louie version, they completely redid
19 the interior bar so instead of being a bar that was
20 on all four sides, people could stand and get
21 drinks and socialize, that's now only on one side
22 and I believe that only has 13 seats now so that
23 interior bar that under Cooley's had been a
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location for alcohol all the way around now a lot of it is for pastries as Botega Louie is known for their pastries and that type of thing. So those were significant design changes that impacted, you know, the expected use of the restaurant instead of being a restaurant that was kind of alcohol focused with all those bar locations and the places for people to stand up and, and socialize, those are eliminated. All the places that had high top tables have been eliminated, so now all the tables in the venue are the typical tables that you would see in a dining location, so the design and emphasis of the restaurant has been changed from being kind of socializing and alcohol focused to more of a, more traditional restaurant that has pastries so in our review of that, we typically say when you're starting to reduce things, you're lowering the impact, those are minor changes so we, the concern was the outdoor patio. So the outdoor patio got smaller, the bar got, the bar actually disappeared instead of having those open, open walls on both the front and back, they actually placed fixed glass and so now there are doorways

1 that open and close instead of having a roll up
2 door that can be open all the time so that also
3 provides another layer of changing the sound and
4 noise transmits in that area, so those were all,
5 all changes in the design of the project that we
6 believe were minor and did not require that the
7 director require any additional glass in the
8 design. So that's the update on that project.

9 Buckner: Do the Commissioners have any questions about this?
10 We did get a letter Mr. Keho, from West Hollywood
11 West Residents Association and they're concern is
12 on the noise, and I know that there's been a
13 reduced use in that back patio. And it's not going
14 to be intended as a stand-up bar where there's a
15 lot of probably more commotion and so forth, but
16 what, when Mr. Cooley we had some conditions placed
17 on that space, and are those same conditions on
18 Bottega Louie or are things changed now?

19 Keho: Well, like I indicated the, the design of the
20 building changed so there are a lot of the same
21 conditions in the report. Let's see if I can take
22 a look at this. So one of the conditions in the
23 original one was that they, that they reduce the
24

1 scale of the front bar so they did do that and
2 that's what I described. So that stayed because
3 they reduced the front of the bar and some of the
4 other conditions would no longer really apply
5 because they say, the original one had no more than
6 10 tables shall be over 36 inches in height, so
7 they totally eliminated those, those tables so they
8 are basically complying with everything. I think
9 the condition, my understanding, the condition of
10 concern was about the glass on the back and that
11 one was a condition that was subject to the
12 director's interpret-, satisfaction of the director
13 and that had to do with you know the overall
14 changes in the project kind of compensated for if
15 the old plan had been adopted, then maybe there
16 might have been some need for additional glass but
17 because the project had changed significantly on
18 how the activity level would be on the back patio,
19 we didn't feel that that was necessary.

20 Buckner: I've been to Bottega Louie downtown several times
21 and it is very loud in there. I know it's
22 different here. Huh?

23 Jones: It's an old warehouse though.
24

1 Buckner: It's an old warehouse and it's got tile floor and
2 nothing to absorb the sound. So I'm just
3 concerned, I know this isn't the tall ceiling and
4 whatever, but it would seem that having them put
5 the glass in the back, that wouldn't be such a
6 burden on them and it might reduce the amount of
7 noise going into the park and, and back. So I just
8 don't want to have some problems like we've had
9 with Catch going forward. I just thought that...

10 Keho: I checked in with the Code Complaints today and,
11 you know, the Abbey produces a lot of noise.

12 Buckner: Yes.

13 Keho: And Code Complaints has never received a complaint
14 from patrons in the park regarding noise from
15 Abbey.

16 Buckner: But that's, they don't have a back patio.

17 Keho: They don't have a back patio but they have a
18 lot...they people on the side.

19 Buckner: They have a patio in front on, on Robertson.

20 Keho: And on the side, the side right there.

21 Hoopingarner: And you're talking about 80 people correct in the
22 back patio? 80 diners.

23 Keho: At capacity.

24

1 Hoopingarner: Yeah, 80 diners, then the bar, then the servers,
2 all of the dishes. And I just, I'm, I'm finding it
3 very difficult to understand how that's not going
4 to have a noise impact on a city park. And I guess
5 my other question is back to the process. And West
6 Hollywood West was very engaged in this process
7 when it was Cooley's and yet they were excluded
8 from the process when the changes were made and so
9 I'm concerned back to our conversation that we seem
10 to have on a regular basis around here about
11 transparency, I'm concerned about why there was no
12 outreach to West Hollywood West when these changes
13 were made. And, and how that is being addressed at
14 this point.

15 Keho: Mr. Giesbret was intimately involved in the
16 project. He came to the counter numerous times to
17 talk to the planners, so he was fully aware of what
18 was taking place. I'm not sure how he communicates
19 to the members of his association. One thing, one
20 improvement that we have made recently that you're,
21 I'm sure, some of the Commissioners are aware of,
22 is our new info map so we now have a live map
23 that's on our website on a planning and development
24

1 side of our website where you can go to our info
2 map and that has all the applications live so you
3 can see when someone applies for an amendment to
4 their permit and so that you can see that it came
5 in and you can actually get notices. So if you
6 want to sign up and get notices you can do that so
7 that's a way for the community to become even more
8 engaged. We've never had a process like that
9 before for staff-level approvals because staff-
10 level approvals are just that. Those are approvals
11 that are considered minor enough that they don't
12 need that outreach and, and that type of thing but
13 now we've gone that extra step by providing a map
14 where you can actually look and see all the
15 applications that have come in for staff approval
16 and this also includes building permits as well.

17 Hoopingarner: So to be clear, West Hollywood West was involved
18 with the decision to remove the glass?

19 Keho: No, I didn't say that. I said Mr. Giesbret. Mr.
20 Giesbret was...

21 Hoopingarner: The President of West Hollywood West?

22 Keho: ...Mr. Giesbret he's Pres-, he represents himself
23 as the president, he's come to the counter numerous
24

1 times and talked to the planner about the changes
2 that were going on, so he was aware that those
3 changes were going on.

4 Hoopingarner: Okay. And but was not party to the decision?

5 Keho: No, because that's a staff approval.

6 Hoopingarner: Understood.

7 Keho: But I was just saying you asked if they were aware,
8 the president of the association was coming to us
9 and we were talking to them about those changes.

10 Hoopingarner: Okay and about the precedence this will set for any
11 other businesses around the park?

12 Keho: Every conditional use permit is a conditional use
13 permit for that particular business, and every
14 project can have conditions of approval established
15 for that particular location.

16 Altschul: [INAUDIBLE]

17 Buckner: You want to make that comment so that other people
18 can hear that? Did you want to make the comment so
19 that people can hear what you said?

20 Altschul: Translated it means it sets no precedence.

21 Audience: We can't hear you.

22 Altschul: I said it sets no precedent.

23 Buckner: Thank you. Any, next is public comment, do we have
24

1 speakers at this point?

2 Gillig: Yes, we have two. Our first is Victor Olemczenko.

3 Buckner: Victor, please come forward.

4 Olemczenko: Good evening again Commissioners. Victor

5 Olemczenko long time West Hollywood resident. I

6 was pleased to hear Mr. Keho's update on the new

7 Bodega Louie project and you know what I've been

8 learning is how important it is to stay on top of

9 details. You know what was intended as has been

10 discussed this evening and what has changed and you

11 know we have a famous Catch restaurant just behind

12 us at the corner of Melrose and San Vicente it's

13 been written up but I was at the first meetings

14 regarding it and I remember when we told that, were

15 told by the city staff and the developers that the

16 top of it would just be a sitting area for whatever

17 kind of furnishings or carpet or whatever kind of

18 store kind of evolved in that space, and over time,

19 it evolved into this famous restaurant but it

20 caused concern and concern on the part of neighbors

21 in terms of noise. So what I wanted to say is that

22 I really appreciate your focus on the concept of

23 dwelling units, on the concept of intent and the

24

1 development agreement that had been developed back
2 you know going to 2005 for the 8500 Sunset project.
3 If your decision tonight though is appealed by this
4 AKA West Hollywood Group, your discussion this
5 evening, your fascinating discussion this evening
6 has sparked some options in my mind that maybe
7 could be used in some kind of a compromise and it
8 could be used perhaps enhance our stock of
9 affordable longer-term residential housing. So I
10 just wanted to share that with you. I know your
11 next month is going to be chockfull of three big
12 meetings that were just announced in Thursday's
13 Beverly Press projects on Spaulding, projects I
14 guess on Romaine, and elsewhere. I just wanted to
15 give you a quick alert to a Monday meeting on April
16 23rd in the City Council's, I'm sorry, in City
17 Hall's conference room. I think that's where it's
18 at. I don't want to give the wrong information,
19 and it's about a project that's proposed for the
20 8000 to 8012 block of Fountain Avenue. And I just
21 wanted to show it to you. It's a two, two two-
22 story buildings built in 1937 providing rent
23 stabilized housing, 17 units of it at the southwest
24

1 corner of Fountain and Laurel, and the community
2 meeting is going to be next Monday, April 23rd in
3 and the type is so tiny on this neighborhood
4 meeting announcement, it's going to be in City Hall
5 in the small conference room there, and it's
6 demolishing many rent stabilized units for a really
7 large kind of, I just don't know if it's gonna fit
8 in with the neighborhood in terms of compatibility,
9 four-story apartment building. So we all need to
10 learn about what kind of concessions or waivers or
11 what's being planned and I plan to be there at the
12 meeting on Monday and I know several rent
13 stabilized tenants around the area there too, are
14 planning to be there so it ought to be an
15 interesting meeting. So thank you for your
16 continuing work and your vote tonight.

17 Buckner: Thank you. One other speaker, come forward please.

18 Gillig: Joyce Heftel.

19 Heftel: Thank you, Joyce Heftel, long term resident of, of
20 West Hollywood. I thank you for your considerate
21 vote having been at all the Planning Commission
22 meetings and City Council meetings with the
23 approvals. It was never intended for this, never
24

1 thought about that. What, to address what some
2 concerns about going forward. Perhaps because I've
3 been here so long some of you may not know that so
4 many the Grafton, the Chamberlain, the Park are the
5 standard, they initially were apartment buildings.
6 Therefore, the plumbing for kitchens are in the
7 walls of those buildings. Instead of allowing
8 something like this to happen again, discussions
9 with some of them to convert some of them to this
10 shorter-term living for the people with the fire,
11 the people with da-da-da, they can accommodate that
12 within their structure. Instead of having somebody
13 else come and say I want to build this short-term
14 thing which takes away housing because those
15 properties are already there and not, not taking up
16 land that's needed for housing because they already
17 exist. So I think having discussions with those, I
18 mean if they, on Sunset there was just one hotel
19 and everything else was apartment buildings. So
20 the kitchen availability is there and, and the
21 infrastructure can only take so much. We're
22 feeling it now, I mean we're getting power shut
23 offs on Fountain to replace things but the
24

1 plumbing, everything else, this city was not
2 planned like Chicago or New York, where there was
3 an infrastructure that meant a lot of, a lot of.
4 This was a small sleepy little town with little
5 railroad worker houses and the anticipation of who
6 was going to live on each block were a few. I mean
7 I was here before the Ramada and the Ramada
8 apartments, which by the way, are short-term and
9 have kitchens. So I mean to allow someone else to
10 come in and apply for this saying it's a much
11 needed, it can be accommodated within the
12 structures we have now which will leave space for
13 green and leave space for affordable housing. So I
14 think that's a conversation you should start having
15 with some of the hotels because it won't be
16 terribly expensive for them to put the kitchens
17 back because the plumbing and the gas and the
18 everything is already in the walls of those
19 buildings. Thank you and thank you for your vote.

20 Buckner: Thank you. Richard Giesbret.

21 Giesbret: Richard Giesbret, President of West Hollywood West
22 Residents Association. I would like to explain
23 that I did go to the city and tried to understand
24

1 what happened with the Bottega Louie plans. I asked
2 about the colors and the materials and wanted
3 specific descriptions of them. Found none, boxes
4 were checked nonetheless. I asked about the
5 ambient noise and the equipment that would serve it
6 and where it was to be located. The box was
7 checked, there was no information available. The
8 planner could not provide that to me and in fact
9 hadn't seen it. I asked about the lighting
10 fixtures. The box had been checked, they had
11 checked, they looked at lighting fixtures but there
12 was nothing more than a little bit of ink on a
13 piece of paper indicating what the light fixtures
14 were, no further answers. No further
15 specifications or anything like that. I asked
16 about the acoustical report. I asked about the
17 contradictions within the acoustical report. About
18 the faulty scope of the acoustical report. About
19 the conflicts that I saw within the acoustical
20 report. I was told, we don't really read the
21 acoustical report, yet the box was checked that,
22 yes, indeed, there was an acoustical report. I had
23 emailed John Keho for a meeting to explain where
24

1 the glass wall was, because the planner at the
2 counter repeatedly was not able to answer the
3 question about what happened to the glass wall. I
4 didn't get an answer from Mr. Keho and the permit
5 was issued, and I asked Mr. Keho for a meeting to
6 find out what happened to the glass wall. In the
7 59th minute of a one-hour meeting, Mr. Keho said it
8 was done in a director's hearing and he briefly
9 said why, and I immediately said I felt that was
10 inadequate justification to eliminate a central
11 part of what we agreed to in the original Cooley's
12 approval. That's what happened. But the, the
13 permit had been issued so the, the, it was much
14 harder to control the situation. How did that come
15 about? Why is the planner not able to answer my
16 questions at the counter? Why didn't someone pull
17 out out of the piles of documents, this director's
18 hearing and say this is why? I don't know. I'd
19 like to know. And as I said before, I don't like
20 to be lied to. Thank you.

21 Hoopingarner: Chair, may I ask a question?

22 Buckner: Yes, of course.

23 Hoopingarner: What director's hearing was this?
24

1 Keho: It was not a director's hearing. There is no dir-,
2 there was no director's hearing. It was a
3 director's decision, which ultimately means it's a
4 staff approved project. There was no director's
5 hearing.

6 Hoopingarner: Thank you.

7 Buckner: So everybody we have had public comment. How about
8 some items from Commissioners, is there, anybody
9 want to...?

10 Carvalheiro: Joyce, thank you for the comment that you made. My
11 comment during my deliberation or my statement was
12 you know the hospitality industry is restructuring
13 itself according to Airbnb and VRBO and I think
14 there is precedence. Everybody is kind of
15 adjusting. Even IHG is introducing brands that
16 have kitchens in them because they understand that
17 the, the demand is changing. Their argument for
18 hotel didn't fly with me because I can probably
19 find a hotel brand that offers the same services or
20 lack or services that they did in their argument,
21 so they are a hotel, absolutely. But it's
22 interesting that you bring up the fact that a lot
23 of the hotels that are in existence in our city
24

1 could readapt to provide that use to be helpful to
2 people who are remodeling their homes, their homes
3 burned down, or got flooded or whatever it is, or
4 want to spend three or four months in the city
5 because they have a job here. I think it's worth
6 the discussion but not at that project given the
7 violation of the EIR.

8 Buckner: Right, at this point we don't allow even short
9 term, I mean, extended stay hotel rentals. I mean
10 it's still considered short-term, right?

11 Carvalheiro: But in a hotel could you do that?

12 Buckner: That's another discussion.

13 Langer: This item is over and all the people have left, so
14 I don't think we should get into a full blown
15 discussion about the item that had ended.

16 Buckner: Okay, thank you. Okay. So everybody...

17 Bass: I have, I just want to say two, two things really
18 quickly. One, the new Info Map is, is great and I
19 appreciate that. There was a project that you all
20 approved or half of you approved when I was, I when
21 I was a resident in my neighborhood and two doors
22 down from me, and I keep getting these notices
23 every time a building permit is put in and Tony
24

1 Castillo has been fantastic. I've sent him
2 probably 15 emails. David has been copied on a
3 bunch of them. Just trying to make sure that
4 they're actually holding to what was approved by
5 all of you. The first time all of you voted for it
6 except for our Chair, and I won't hold that against
7 you, but you guys ended up approving it and Info
8 Map lets me when it's moving through the process,
9 so I encourage residents to use that. I'm finding
10 it very helpful. The other thing I want to say
11 just because our, our calendar now has June on
12 there, I will not be here at either one of our
13 meetings in June. First one for a work assignment
14 and the second one for a vacation, but I just
15 wanted to say that out loud in, in advance of,
16 since it's now on our anticipated calendar. I let
17 staff know a few months ago.

18 Buckner:

18 Thank you. Anybody else want to speak? Okay I
19 want to thank everybody tonight. I think we all
20 were very open about our view of this and we
21 discussed it and I think, and I know for myself I
22 was a little confused about which way I was going
23 to go but I think after hearing the applicant, the
24

1 staff report, discussion a lot of people from the
2 public, it became very clear, it just gelled. So I
3 want to thank everyone for their participation and
4 it was a good discussion. So we're going to
5 adjourn now the Planning Commission to our
6 regularly scheduled meeting. Next meeting will be
7 Thursday, May 3rd, 2018 starting here in this
8 Council Chambers at 6:30 p.m. Thank you everybody
9 and good night.

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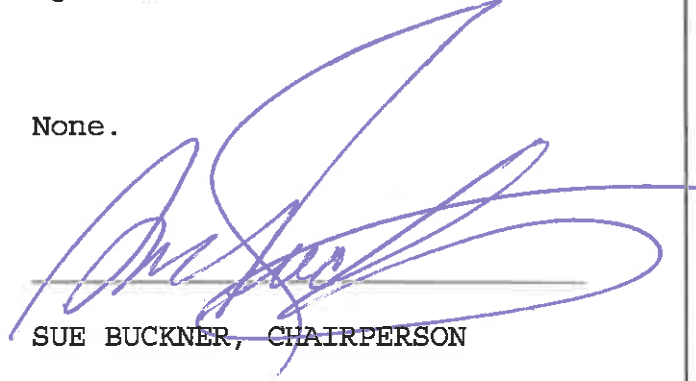
1 **PASSED, APPROVED AND ADOPTED** by the Planning Commission of the
2 City of West Hollywood at a regular meeting held this 3rd day of
3 May, 2018 by the following vote:

4
5 **AYES:** Commissioner: Altschul, Bass, Carvalheiro,
6 Hoopingarner, Vice-Chair Jones, Chair Buckner.

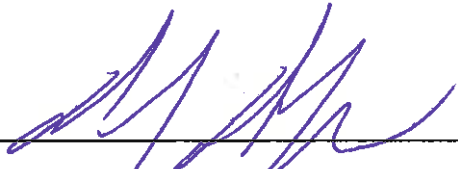
7
8 **NOES:** Commissioner: None.

9
10 **ABSENT:** Commissioner: Aghaei.

11
12 **ABSTAIN:** Commissioner: None.

13
14 
15 SUE BUCKNER, CHAIRPERSON

16 **ATTEST:**

17
18 
19 DAVID J. DEGRAZIA, PLANNING MANAGER

20 **CURRENT & HISTORIC PRESERVATION PLANNING**

21 *Decisions of the Planning Commission are subject to appeal in accordance with the procedures set*
22 *forth in West Hollywood Municipal Code Chapter 19.76. Any action to challenge the final decision of*
23 *the City of West Hollywood made as a result of the public hearing on this application must be filed*
24 *within the time limits set forth in Code of Civil Procedure Section §1094.6.*



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CERTIFICATE AND

DECLARATION OF TRANSCRIBER

I, ISAAC YANEZ, hereby declare as follows:

I am located at 21220 Devonshire Street, Suite 202-B, Chatsworth, California 91311. I am the person who transcribed the foregoing Planning Commission minutes of April 19, 2018. Present were the Planning Commission members: Chair Sue Buckner, Vice-Chair Stacey Jones, Commissioner Aghaei, commissioner Altschul, Commissioner Bass, Commissioner Carvalheiro, and Commissioner Hoopingarner. Also present were Staff: John Keho, David DeGrazia, Bianca Siegl, Lauren Langer, and David, Gillig.

I have transcribed this transcript to the best of my ability and certify that this written transcript is a true and accurate account thereof. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

I further certify that I am not of counsel or attorney for any of the parties in the foregoing matter or in any way interested in the outcome of the matter set forth in this transcript.

EXECUTED this 24th day of April 2018 at Chatsworth, California.

Isaac Yanez
Written Communications, Inc.