

MEETING DATE: 2/10/14

AGENDA ITEM: Adoption of a Resolution Transmitting to the County of Los Angeles the Official City Response to the December 2013 Initial Study/Mitigated Negative Declaration for the Proposed Stoneview Nature Center Project located at 5950 Stoneview Drive.

ATTACHMENTS

	<u>Pages</u>
1. Proposed Resolution, including Exhibit A containing detailed comments on the December 2013 MND	1-9
2. Proposed Stoneview Nature Center Memorandum of Understanding between the City of Culver City and County of Los Angeles	10-15

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WHEREAS, the County of Los Angeles ("County") is proposing the Stoneview Center Project located at 5950 Stoneview Drive (the "Project"), within the City of Culver City; and,

WHEREAS, the County prepared an Initial Study/Mitigated Negative Declaration dated June 2013 to analyze potential environmental impacts caused by the proposed Project, which was released for public review and comment on June 24, 2013 ("June 2013 MND"); and,

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1 Council adopted Resolution No. 2013-R057 transmitting to the County of Los Angeles the
2 Official City Response to the June 2013 MND; and,

3 WHEREAS, the County has revised and recirculated the June 2013
4 MND dated December 2013 to analyze potential environmental impacts caused by the
5 proposed Project, which was released for public review and comment on December 23,
6 2013 ("December 2013 MND"); and,

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8 WHEREAS, a City staff team, consisting of various City Departments was
9 established to evaluate and comment on the adequacy of the December 2013 MND in
10 addressing potential impacts to Culver City; and,

11 WHEREAS, the City Council of the City of Culver City, accepted public
12 comments and considered the MND at a public meeting on February 10, 2014.

13 NOW, THEREFORE, the City Council of the City of Culver City, California,
14 DOES HEREBY RESOLVE as follows:

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16 1. Establishes that this Resolution, including attached Exhibit A,
17 constitutes the City of Culver City's official comments on the December 2013 MND that
18 was prepared for the Project.

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1 2. Directs and authorizes staff to transmit the City's comments on the
2 December 2013 MND to the County.

3 APPROVED and ADOPTED this _____ day of _____ 2014.
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6 _____
7 JEFFREY COOPER, MAYOR
8 City of Culver City, California

9 ATTEST:

APPROVED AS TO FORM:

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11 _____
12 MARTIN COLE, City Clerk

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14 CAROL A. SCHWAB, City Attorney
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A14-00104

EXHIBIT A - CITY OF CULVER CITY RESOLUTION NO. 2014- R0____
Stoneview Nature Center Project
Draft Revised Initial Study/Mitigated Negative Declaration Comments
(5950 Stoneview Drive, Culver City, California)
February 10, 2014

TRAFFIC /PARKING

1. Alternative Access to the Park: The proposed project, located at 5950 Stoneview Drive in the City of Culver City, includes demolition of the existing structures and the construction of a 4,000-square-foot one-story building that will include a multi-purpose room, staff office, restrooms, and a terrace and observation area (the "Project"). The traffic study and Initial Study/Mitigated Negative Declaration dated December 2013 ("December 2013 MND") for the Project should analyze alternate routes via La Cienega Boulevard on/off ramps and the bridge to Kenneth Hahn State Recreational Area for construction vehicles and for permanent access to and from the Project site. It is noted that the alignment of the future trail system crosses the bridge to the Kenneth Hahn State Recreational Area and follows an existing dirt road that connects to the south side of the Project site. Use of this route would avoid Project generated traffic from traversing and potentially impacting several residential streets in the Blair Hills community. The Blair Hills community should have an opportunity to learn the pros and cons of having alternative access from the south side of the Project site and weigh in on the alternatives. This is a carryover comment from the City's comments on the original Initial Study/Mitigated Negative Declaration dated June 2013 ("June 2013 MND").
2. Parking Lot Design/Configuration: Due to a lack of information or explanation in the December 2013 MND, it can only be assumed that the 16 space parking area is intended for normal park use and the 45 space parking area is planned for use primarily for special events or overflow parking at the Project site. This information as to how the parking lot will be operated is critical to be included in the December 2013 MND as there will be potentially significant parking impacts and the public needs to know how these impacts will be minimized or eliminated. Separating the parking lots with a gate may further impact the situation rather than be beneficial. The proposed use and reason for the two separate parking areas as opposed to one bigger parking area is not explained or analyzed at all in the December 2013 MND. This is a carryover comment from the City's comments on the June 2013 MND.
3. Analysis of Additional Street Segments: Table 4.16-11 on Page 4-90, shows that the project significantly impacts Lenawee Avenue and Stoneview Drive. The following additional street segments should be analyzed for potential impact: Wrightcrest Drive between Lenawee Avenue and La Cienega

Boulevard, Perham Drive between Ivy Way and Wrightcrest Drive, and Stoneview Drive between Wrightcrest Drive and the Project site.

4. T-MM-1 on Page 4-89 should be modified as follows:

In order to mitigate potential residential street impact to a less than significant level, the County will establish a traffic monitoring program for the residential streets in the area, including but not limited to, Stoneview Drive between Lenawee Avenue and the project site, Lenawee Avenue between Wrightcrest Drive and Stoneview Drive, Wrightcrest Drive between Lenawee Avenue and La Cienega Boulevard, Perham Drive between Ivy Way and Wrightcrest Drive, and Stoneview Drive between Wrightcrest Drive and the project site “before” and “after” the Stoneview Nature Center is operating. The program will measure traffic volumes, speed, directions, and vehicle type for one week before construction of the Nature Center and then for one week approximately three to four months after the Nature Center is in full operation.

5. T-MM-2 states should be modified as follows:

If the monitoring program shows an increase of 120 vehicles per day or more on any of the residential streets in the area is observed on Stoneview Drive or Lenawee Avenue, the County will fund and work with the City of Culver City to devise and implement measures to reduce the impacts of increased traffic. These measures may include traffic calming measures from the City’s Neighborhood Traffic Calming Program such as, but not limited to, additional signage, speed feedback signs, speed humps or speed tables, restrictions to the number and size of allowed park activities, or restrictions to or closure of access from the Stoneview Nature Center to the Park to Playa trail. The traffic calming measures will be funded within the traffic calming measures fund allocated in the Memorandum of Understanding related to the Stoneview Nature Center project between Los Angeles County and the City of Culver City. Additional monitoring will be required to test the effectiveness of the mitigation measures. If these measures do not reduce the project’s generated traffic to less than 120 vehicles per day, the City may require the County to take additional measures to mitigate the impact of the project.

6. Vehicle Occupancy: The Stoneview Nature Center Traffic and Parking Study indicated the average vehicle occupancy rate for people traveling to the Park is 2 persons per vehicle. The source is based on the 2009 National Household Travel Survey information published by the U.S. Department of Transportation, the average vehicle occupancy for cars was 1.59 persons per vehicle, vans was 2.35 persons per vehicle, and sport utility vehicles was 1.92 persons per vehicle. The average of these occupancy values 1.95 or 2 persons (rounded) per vehicle. Recreational land uses like the Nature Center are likely to be attended by groups of two or more persons arriving in a single

vehicle. The vehicle occupancy information is general and not specifically pertinent to vehicle occupancy for people traveling to parks. The average vehicle occupancy should be based on data from persons traveling to similar parks. Short of that, the average occupancy used for the traffic study should be 1.59, the rate for passenger cars.

CONSTRUCTION IMPACTS

7. Potential Impacts During Construction: The December 2013 MND indicates the demolition of the existing facility is expected to take two to three months and the construction is anticipated to take 13-15 months. The traffic study and December 2013 MND must identify potential impacts on traffic during construction and potential mitigation measures. The December 2013 MND does not indicate any staging plans or routes that trucks will take during construction. The likely route will be through Wrightcrest Drive, Lenawee Avenue and Stoneview Drive which could potentially have significant parking and traffic impacts to the residents if not mitigated. The traffic study and December 2013 MND should include a construction management plan, including the haul route, the number of construction vehicles and where construction workers will park and the construction staging location. The traffic study and December 2013 MND must indicate that the County shall be responsible to repair any damage to streets in Culver City caused by construction vehicles or activities. Culver City will conduct a before and after evaluation of the streets to determine the level of impact to the streets caused by heavy construction traffic. This is a carryover comment from the City's comments on the June 2013 MND.
8. Geotechnical Report: Also, it is unclear whether construction activities, which may generate heavy vibrations, will disturb the area in the northwest corner of the Project site that has been designated as a landslide hazard zone. A detailed discussion of this should be included in the December 2013 MND and in a geotechnical report. The geotechnical report should be appended to the December 2013 MND. This is a carryover comment from the City's comments on the June 2013 MND.

OTHER AREAS OF CONCERN

Table 2-1: Project Number of Daily Visitors.

9. The December 2013 MND fails to estimate the number of visitors to the Project site during peak hours.

Figure 2-1: Project Location Map

10. Based on the current Assessor's Map, Baldwin Hills Regional Conversation Authority ("BHRCA") owns a 1.0 acre parcel that is contiguous to the east side of the Project site as well as other parcels abutting the Project site. Any BHRCA owned property surrounding the Project site should be identified in the December 2013 MND. Knowing the locations of these properties could influence the responses concerning the mitigations to the proposed Project. This is a carryover comment from the City's comments on the June 2013 MND.

Section 4.1 Aesthetics

11. *Lighting Impacts:* There is no mention of the type, height, and intensity of outdoor or exterior lighting proposed as part of this Project that might cause glare in the evening. There needs to be assurances in the December 2013 MND that any lighting or glare from the lighting shall be shielded sufficiently so as to prevent impacts to the residents in this neighborhood. The City should be given an opportunity to review a lighting plan in order to ensure that its residents are adequately protected from Project lighting impacts.

12. *Landscaping:* It is unclear in the December 2013 MND how there will be a "buffer" area between residences and the Project site. What types of trees are proposed? How tall will they be at planting? How long will they take to mature? The City should be given an opportunity to review a landscaping plan in order to ensure that its residents are adequately protected from Project visual and noise impacts.

Section 4.6 Geology and Soils

13. The Geotechnical Investigation Report states the scope of work for this report did not include performing a geologic-seismic hazards evaluation of the subject site. However, this firm prepared a fault rupture hazard investigation at this same site for the Ohr Eliyahu Academy in 2010. Fault trenches were dug 5 to 16 feet deep and faults were encountered that were deemed to be associated with the active Newport-Inglewood fault zone. Furthermore, The Alquist-Priolo map for this area (Beverly Hills Quadrangle) shows a fault considered to have been active during Holocene time and to have a relatively high potential for surface rupture and which has been accurately mapped. These fault lines should be shown and identified in a Geotechnical Investigation Report and on the Conceptual Site Plan. As such, an additional geotechnical report should be prepared during Project design that addresses any mitigation factors that may need to be implemented during construction of the Project, and after completion of the Project. The final recommendations on the location and structural foundation design of the proposed building may be required to be revised based on the locations of these faults. In addition a

major concern in constructing buildings and landscape areas within an earthquake fault zone is the future settling of the ground due to increase loads and watering within the fault zone area. This should also be addressed in the geotechnical report.

14. The Geotechnical investigation Report has plotted the 50 foot building setback lines on Exhibit 2 of the report. However there is not discussion as to how the limits of these lines were determined. Why does the easterly setback line have such a prominent angle break at its northerly end?
15. A 6-inch Chevron petroleum pipeline has been identified that traverses the Project site having only 2 feet of cover. Culver City records indicate that this line contains gasoline which is highly flammable and extremely volatile if improperly disturbed. The Geotechnical Investigation Report should prepare an in-depth analysis of how this pipeline should be protected during construction and recommend final design parameters to insure the pipeline will be able to withstand the loading of future vehicular traffic.
16. There is an existing steep slope along the Project site's westerly boundary that has partially failed in the past. The Geotechnical investigation Report should recommend remedial measures for this slope and any other unstable slopes on the site.

Section 4.8 Hazards and Hazardous Materials

17. An environmental investigation and report appears to have been completed in 2010 but because it was not provided as part the December 2013 MND, the City was not able to review the study and it is not known if the report adequately addressed potential soil and groundwater contamination on the Project site and any mitigation that may be necessary. Also it is unclear whether a Phase I or Phase II environmental study was performed.

Section 4.9 Hydrology and Water Quality

18. A conceptual hydrology study and grading plan should be prepared to determine the proposed drainage patterns and the amount of storm runoff generated from the 25-year frequency rainfall that will be discharged from the Project site and possibly impact Culver City streets.
19. Both the SWPPP and SUSMP should be reviewed by Culver City staff and the City's recommendations should be incorporated into these plans prior to approval by Los Angeles County. The City of Culver City will be responsible for accepting and accommodating any and all storm and non-storm water during construction and post construction and therefore should have the

opportunity to review and make corrections to these plans prior to final approval.

20. Since the site drains to Culver City streets, the City should be given an opportunity to review the grading plan for the Project during the Project design stage and prior to the on-set of construction.

FINAL DRAFT - #6
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CULVER CITY
AND
COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION
FOR
THE STONEVIEW NATURE CENTER OPERATION

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 2014 between the City of Culver City (City) and the County of Los Angeles Department of Parks and Recreation (County) regarding the design, construction and operation of the Stoneview Nature Center site (Center).

WITNESSETH

WHEREAS, the County is the owner of the property located on 5950 Stoneview Drive, Culver City CA 90232 (Property), adjacent to the Kenneth Hahn State Recreation Area (Hahn Park), and is committed to providing recreational opportunities and services to residents of Los Angeles County; and

WHEREAS, the 5-acre Property is located within the City of Culver City, and the City is also committed to providing its residents with recreational opportunities and services; and

WHEREAS, the Center will be funded jointly by the Baldwin Hills Regional Conservation Authority and the Baldwin Hills Conservancy; and

WHEREAS, the construction of the Center will include a community building, gardens, landscaping, walking paths, parking lot, and other site amenities.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

I. PURPOSE

The purpose of this MOU is to set out terms and conditions under which the City and County agree to cooperatively work together addressing Center-related matters for mutual benefit of the community.

II. DESIGN

City shall be provided an opportunity to review and comment on scoping documents during the design process of the Center. The City shall provide comments to the County of Los Angeles Department of Public Works (DPW) within two (2) weeks of receipt in order to ensure prompt consideration.

III. CONSTRUCTION

Construction of the Center shall only take place between 8:00 a.m. and 5:00 p.m. Monday through Friday; no construction shall take place on weekends/holidays. Debris shall only be removed from the site between 9:00 a.m. and 4:00 p.m. Monday through Friday. All construction related vehicles will be parked on the Center site. There will be no parking of construction related vehicles (including construction workers) in the adjoining neighborhood. DPW will designate Alioune Dioum, Project Manager, with the County Public Works Department as the ombudsmen who will address any questions or concerns during the construction process. A sign will be posted with the project manager's contact information.

IV. TRAFFIC ALLEVIATION

Since January 2013, DPW has operated a community shuttle, known as The Link: Baldwin Hills Parklands (Shuttle), which runs on a loop from the Exposition Line Light Rail Station at La Cienega Boulevard to the Baldwin Hills Scenic Overlook and Hahn Park. Once the Center is completed, the route of the Shuttle will be modified to also stop at the Center on weekends and holidays from 8:00 a.m. to 5:00 p.m. The shuttle loop runs approximately every 20-25 minutes. The modified route will be maintained as long as there is a demonstrated demand for the service (an average of five passengers per hour during the highest two hours of usage during the day). However, if demand is consistently low, the County will work with the City to promote the Shuttle before modifying or halting the route.

There shall be no directional signage to the Center from nearby thoroughfares and intersections including but not limited to Jefferson Boulevard and La Cienega Boulevard.

County shall allocate \$100,000 for potential future traffic and parking analysis and potential traffic-calming and parking mitigation measures, should the City, in collaboration with the County, determine such measures are needed after the Center opens. If mitigation measures prove to be inadequate and if, in particular, parking demand exceeds supply at the site or an increase in daily traffic of 120 vehicles or more attributable to the Center is measured on any of the surrounding City streets, the City may require, in consultation with the County, additional mitigation measures (funded by the County), including restrictions on the number or size of park activities or closing/restricting trail access from the park.

A traffic monitoring program should be established that includes taking "before-project" traffic counts and parking surveys on Stoneview Drive and Lenawee Avenue between Stoneview Drive and Wrightcrest Drive, and traffic counts on Wrightcrest Drive between Lenawee Avenue and La Cienega Boulevard, Wrightcrest Drive between Stoneview Drive and Lenawee Avenue, Lenawee Avenue between Wrightcrest Drive and Ivy Way, Perham Drive between Ivy Way and Wrightcrest Drive and Stoneview Drive between Wrightcrest Drive and the School site prior to construction, and "after-project" traffic counts and parking surveys once the Stoneview Nature Center is open and operating. The before

and after data will be compared to determine the actual increase in daily traffic and parking utilization associated with the project and be used in determining the need for further mitigation as previously stated.

The County will meet and confer with the City on any proposed changes.

V. PARKING

It is anticipated that the Center and associated parking lot shall be open daily for public access from 8:00 a.m. to 5:00 p.m. (unless otherwise noted for night community meetings, voting, and special programs). Parking shall be provided to the public free of charge and vehicular access shall be controlled.

County shall designate a specific parking area at Hahn Park for users of the planned Park to Playa trail. Approximately 20-30 parking spaces shall be located at the entrance to the Olympic Forest and shall be free of charge for trail users. The parking spaces shall be constructed in coordination with the Park to Playa improvements planned for Hahn Park; construction is scheduled to begin in 2014.

The Center shall consist of low-impact design features consistent with the schematic plan presented to the community, which was designed to limit parking demands.

The County will meet and confer with the City on any proposed changes.

VI. PARK ACTIVITIES AND OPERATIONS PLAN

Consistent with the plans envisioned during the community planning process, park activities shall generally consist of passive uses including, but not limited to, small organized tours through the facility and gardens, planting in the community gardens, yoga classes, walking, and cooking demonstration classes.

It is anticipated that the building at the Center site shall be staffed daily by County employees from 8:00 a.m. until 5:00 pm. (unless otherwise noted for night community meetings, voting, and special programs). The building shall also be made available on a scheduled basis to the Blair Hills Neighborhood Association and other local homeowner and community organizations for meetings and events including, but not limited to, voting, disaster preparedness, and other educational workshops.

No amplified music or alcoholic beverages will be allowed; however, this policy will be reviewed and reevaluated as necessary at quarterly community meetings.

For all events at the Center attracting a large number of people (over 50 and up to 100), parking utilization shall be monitored and reported by County park staff to see if the on-site parking is adequate to accommodate the combined parking demand from the event and other park visitors. The County shall notify the City in advance of all such events during the first year of operation so that the City will

be able to independently verify that on-site parking demand is being met. If the County and City jointly determine that the parking demand cannot be accommodated on-site, the maximum size of future events will be reduced accordingly.

In addition to the above, if noise complaints or other nuisance issues related to events become a problem, the County and City will work cooperatively to alleviate the problem, either through additional controls on the type of events allowed, the time of day that these events are scheduled, a reduction in the number of such events at the facility, and/or by reducing the size of future events. The County will restrict the number of events over 50 and up to 100 attendees, to no more than twelve per year.

The County will meet and confer with the City on any proposed changes.

A formal operations plan shall be drafted by the County.

VII. CONFORMANCE WITH THE REVISED INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION FOR THE STONEVIEW NATURE CENTER

The County will fully implement, comply with, and enforce all of the mitigation measures set forth in the Revised Initial Study/Mitigated Negative Declaration for the Stoneview Nature Center to the extent required by law. The requirements of this MOU should be considered additive to and not in place of such mitigation measures. In the event of a conflict in the requirements of the two documents, the more stringent requirement will apply.

VIII. QUARTERLY COMMUNITY MEETINGS

County shall meet quarterly with community stakeholders and City representatives to review and address traffic, parking and other concerns associated with the Center site. This shall be coordinated through the Blair Hills Homeowners Association. These meetings shall continue until they are jointly determined to no longer be necessary by the County, City, and Blair Hills Homeowners Association.

The County will meet and confer with the City on any proposed changes.

IX. AMENDMENTS

This MOU may only be amended by mutual consent of both parties. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties shall be incorporated into this MOU by a written amendment that is properly executed.

X. DELEGATED AUTHORITY

The Director of the County of Los Angeles Department of Parks and Recreation will have the delegated authority to sign this agreement on behalf of the County and the authority to execute any changes to said agreement and subsequent renewals.

XI. GENERAL PROVISIONS

A. Applicable Law

The terms of this MOU shall be interpreted according to the laws of the State of California. If litigation arises out of this MOU, the venue shall be in the Superior Court of Los Angeles County. The parties hereto shall be bound by all federal, state and local laws, ordinances, regulations, and directives pertaining to the services to be performed hereunder.

B. Rights and Remedies Are Cumulative

Except as otherwise expressly stated herein, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party. Except as otherwise expressly stated herein, neither party is waiving any rights or remedies it may have under applicable law, and no such waiver will be implied or inferred in the absence of express language of any such waiver.

C. Attorney Fees

Each party shall bear its own attorney's fees and other costs in any legal action or other proceeding including arbitration or an action for declaratory relief brought between the parties to enforce this MOU or because of a dispute, breach, default, or misrepresentation in connection with this MOU.

D. Further Acts

Each party hereto shall execute such further documents and do such further acts as may be reasonably required to effectuate the parties' intent and carry out the terms of this MOU.

E. Severability

If any clause, provision or section of this MOU shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

F. Authority

Contingent upon approval of the respective governing boards, each person executing this MOU on behalf of a party hereby represents and warrants that (i) the signatory hereto has authority to sign on behalf of the stated party, (ii) such authority has been duly and validly conferred by that party's governing body, and (iii) said entity has full right and authority to enter into this MOU.

IN WITNESS WHEREOF, the City of Culver City and the County of Los Angeles Department of Parks and Recreation hereto have executed this MOU on the day, month, and year first written above.

THE CITY OF CULVER CITY

By _____

Date

Title: _____

**COUNTY OF LOS ANGELES DEPARTMENT OF
PARKS AND RECREATION**

By _____

Date

Title: _____

APPROVED AS TO FORM:

County Counsel

By: _____ Date: _____

Culver City, City Attorney

By: _____
Date: _____