



1           WHEREAS, Chapter 17.590 of Title 17, Zoning (“Zoning Code”), of the Culver  
2 City Municipal Code (“CCMC”) sets forth the procedures and requirements for review and  
3 approval of development agreements consistent with State law; and

4           WHEREAS, in accordance with the California Environmental Quality Act  
5 (CEQA), the City prepared a Draft Environmental Impact Report (Draft EIR) on the Project  
6 which was made available for a 46-day public review period commencing on September 22,  
7 2017 and ending on November 6, 2017. Comments on the Draft EIR were received with  
8 responses provided in the Final Environmental Impact Report (Final EIR). Project impacts  
9 were identified and mitigation measures provided as contained in the Mitigation Monitoring  
10 Program; and  
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12           WHEREAS, on December 13, 2017, after conducting a duly noticed public  
13 hearing on the subject applications, including full consideration of the applications, plans,  
14 staff report, environmental information and all testimony presented, the Planning  
15 Commission (i) by a vote of 4 to 0, recommended to City Council Certification of the  
16 Environmental Impact Report, adoption of the Mitigation Monitoring Program and adoption of  
17 a Statement of Overriding Considerations, in accordance with the California Environmental  
18 Quality Act (CEQA), including findings required by CEQA, P2016-0208-EIR; and (ii) by a vote  
19 of 4 to 0, recommended to the City Council approval of Comprehensive Plan Amendment  
20 No. 7, P2016-0208-CP, and Historic Preservation Program Certificate of Appropriateness,  
21 P2016-0208-HPCA; and (iii) by a vote of 4 to 0, recommended to the City Council approval to  
22 enter into a Development Agreement with The Culver Studios Owner LLC, as set forth herein  
23 below.  
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1           WHEREAS, on January 8, 2018, after conducting a duly noticed public hearing  
2 on the subject applications, including full consideration of the applications, plans, staff report,  
3 environmental information and all testimony presented, the City Council (i) by a vote of 5 to 0,  
4 approved resolutions adopting the Mitigation Monitoring Program and Statement of  
5 Overriding Considerations, in accordance with the California Environmental Quality Act  
6 (CEQA), including findings required by CEQA, P2016-0208-EIR, and Historic Preservation  
7 Program Certificate of Appropriateness, P2016-0208-HPCA; and (ii) by a vote of 5 to 0,  
8 introduced ordinances approving Comprehensive Plan Amendment No. 7, P2016-0208-CP;  
9 and Development Agreement, P2016-0208-DA, with The Culver Studios Owner LLC, as set  
10 forth herein below.  
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13           WHEREAS, on January 22, 2018, the City Council, by a vote of \_\_ to \_\_,  
14 adopted the Ordinance approving Development Agreement, P2016-0208-DA, as set forth  
15 herein below.  
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17           NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CULVER  
18 CITY, CALIFORNIA, RESOLVES AS FOLLOWS:

19           SECTION 1. Pursuant to the foregoing recitations and the provisions of Culver  
20 City Municipal Code (CCMC) Chapter 17.590, the following findings are hereby made:  
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22       **1. The Development Agreement is in the best interest of the City, promoting the  
23 public interest and welfare.**

24       The Development Agreement, as a part of the Project, will support opportunities for  
25 economic growth in the City. The Project will create opportunities and strengthen the  
26 economic base of the City allowing for increased growth and stability. The Project will  
27 update an older movie and television studio into a new modern digital media  
28 production campus for emerging technologies used in creating new entertainment  
29 content to wider audiences. The Project will help to maintain the City's media  
production economic base while also protecting the historic aspects of the Project site.  
Upgraded infrastructure systems and sustainable modern building development will  
accommodate expanded operations creating new employment opportunities for the

1 City and the region. Additional new and continuing existing users of the Project site will  
2 enhance the economic vitality of the downtown and Transit Oriented Development  
zone nearby.

3 In addition to local and regional public benefits resulting from the Project, such as new  
4 jobs, and increased sales and property taxes, the Development Agreement requires  
5 Developer to provide the following additional public benefits, which would promote the  
public interest and welfare:

- 6 (a) *Mobility Fund Contribution:* Developer shall provide  
7 funding in the amount of \$1.00 per square foot of net new  
8 development floor area (345,000 sq. ft.) approved under  
9 CPA No. 7 (estimated at \$345,000) to support local mobility  
10 measures that include improvements to the first and last  
mile travel from the Culver City Expo Station and  
neighborhood traffic management.
- 11 (b) *Traffic System Improvements:* Developer shall provide  
12 funding in the amount of \$750,000 for traffic system  
improvements in the area.
- 13 (c) *Culver/Main Ramp & Tunnel:* Developer shall provide  
14 funding for the Culver Boulevard/Main Street Ramp and  
15 Tunnel, as defined in the Shared Use and Access  
16 Easement Agreement between the City of Culver City, The  
Culver Studios Owner LLC and HC 9300 Culver, LLC.
- 17 (d) *Town Plaza Enhancements:* Developer shall provide  
18 funding for the following Town Plaza Enhancements  
19 described in the Disposition and Development Agreement  
20 dated January 31, 2012 between the City of Culver City and  
21 Combined/Hudson 9300 Culver, LLC: special tree well  
22 covers, wonder utility covers, special bike rack, special  
trash receptacles, special lighting, paving, special street  
furniture, above ground planters and raised landscaped  
area above the Culver/Main Ramp & Tunnel.
- 23 (e) *Off-peak Hour Parking Access:* Developer shall provide  
24 public parking when available at the Rear Lawn Garage  
25 identified in CPA No.7.

26 Public benefits resulting from the Mobility Fund contributions will help to strengthen  
27 multimodal connections in and around the Project site. Local mobility measures would  
28 include improvements to first and last mile travel from the Culver City Expo Station  
and other improvements identified such as the Culver/Main Ramp and Tunnel, and the  
29 Town Plaza Enhancements.

1 **2. The Development Agreement is consistent with all applicable provisions of the**  
2 **General Plan, any applicable Specific Plan, and this Title.**

3 The Project has been reviewed in accordance with the Zoning Code, including the  
4 requirements and findings necessary for approval of a Comprehensive Plan, and is  
5 consistent with the City's General Plan and Zoning Code. Further, the Development  
6 Agreement requires the Developer to undertake development of the Project in  
7 accordance with all Project conditions and mitigation measures for CPA No. 7, as well  
8 as the laws, rules, regulations, ordinances and official policies of the City governing  
9 the use and development of Property, which, among other matters, regulate the  
10 permitted uses of land, the density or intensity of use, subdivision requirements, the  
11 maximum height and size of proposed buildings, parking requirements, setbacks,  
12 development standards, the provisions for reservation or dedication of land for public  
13 purposes, and the design, improvement and construction guidelines, standards and  
14 specifications applicable to the development of the Property in effect at the time of the  
15 effective date of the Development Agreement.

16 Notwithstanding the foregoing, the Development Agreement provides that Developer  
17 shall be subject to regulations or future discretionary actions after the effective date of  
18 the Development Agreement that are necessary to protect the public health and  
19 safety, and are generally applicable on a City-wide basis; amendments to Title 15,  
20 Chapter 15.02 of the Culver City Municipal Code (Buildings, Structures, and  
21 Equipment) or Title 9, Chapter 9.02 of the Culver City Municipal Code (Fire  
22 Prevention) regarding the construction, engineering and design standards for private  
23 and public improvements; or necessary to comply with state or federal laws and  
24 regulations.

25 **3. The Development Agreement is in compliance with the conditions,**  
26 **requirements, restrictions, and terms of Subsection 17.590.025.A (Mandatory**  
27 **Contents) and Subsection 17.590.025.B (Permissive Contents).**

28 The Development Agreement, set forth in Exhibit A, includes all of the mandatory  
29 provisions (e.g., conditions, requirements, restrictions and terms) specified by State  
law (Government Code §65865.2, Agreement Contents). The Development  
Agreement also contains other permissive provisions (e.g. conditions, requirements,  
restrictions and terms) specified by §65865.2, including provisions for the payment of  
monetary consideration to the City.

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1 SECTION 2. Pursuant to the foregoing recitations and findings, the City Council of the  
2 City of Culver City, California, by a vote of \_\_\_\_ to \_\_\_\_, introduces an ordinance approving  
3 Development Agreement, P2016-0208-DA as set forth in Exhibit A attached hereto and  
4 incorporated herein by this reference.  
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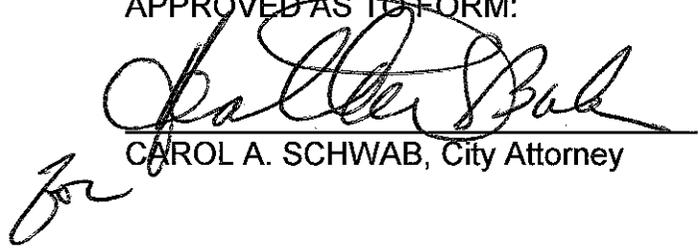
6 APPROVED and ADOPTED this 22<sup>nd</sup> day of January 2018.  
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10 \_\_\_\_\_  
11 JEFF COOPER, Mayor  
12 CITY OF CULVER CITY, CALIFORNIA

13 ATTEST:

14 APPROVED AS TO FORM:

15 \_\_\_\_\_  
16 JEREMY GREEN, City Clerk

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18 \_\_\_\_\_  
19 CAROL A. SCHWAB, City Attorney

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