

1 RESOLUTION NO. 2017-P022

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3 A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
4 CULVER CITY, CALIFORNIA, RECOMMENDING TO THE CITY COUNCIL
5 APPROVAL OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE
6 CITY OF CULVER CITY AND THE CULVER STUDIOS OWNERS LLC
RELATED TO THE COMPREHENSIVE PLAN AMENDMENT NO. 7 FOR THE
CULVER STUDIOS, LOCATED AT 9336 WASHINGTON BOULEVARD.

7 (P2016-0208-DA)

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9 WHEREAS, on November 16, 2016, The Culver Studios Owner, LLC (the "Applicant"
10 or "Developer") filed an application for a Comprehensive Plan Amendment (CPA No.7) to
11 permit the construction, as modified, of five new buildings resulting in a net increase of
12 345,007 sq. ft. of development; the demolition of 12 buildings and stages; the construction of
13 a new multi-level parking structure located off of Van Buren Place and a below grade parking
14 structure; the retention of 12 buildings and stages; and a Historic Preservation Program
15 Certificate of Appropriateness for the rehabilitation of four historically designated bungalows,
16 the Mansion (Building C), and the Front Lawn (the "Project"); and
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19 WHEREAS, concurrent with and in relation to its Project application for CPA No. 7,
20 Applicant requested and applied to enter into a development agreement with the City of
21 Culver City; and
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23 WHEREAS, the Development Agreement is necessary and desirable to (i) strengthen
24 the public planning process; (ii) encourage private participation in comprehensive planning;
25 (iii) reduce the public and private costs and economic risk of development uncertainty; (iv)
26 provide assurance to the Developer that the Project, upon approval by the City Council, may
27 proceed in accordance with existing policies, rules and regulations, and conditions of
28 approval; and (v) secure public benefits for the community; and
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1 WHEREAS, Chapter 17.590 of Title 17, Zoning ("Zoning Code"), of the Culver City
2 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 (CEQA), the
5 City prepared a Draft Environmental Impact Report (Draft EIR) on the Project which was
6 made available for a 46-day public review period commencing on September 22, 2017 and
7 ending on November 6, 2017. Comments on the Draft EIR were received with responses
8 provided in the Final Environmental Impact Report (Final EIR). Project impacts were
9 identified and mitigation measures provided as contained in the Mitigation Monitoring
10 Program; and
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13 WHEREAS, on December 13, 2017, after conducting a duly noticed public hearing on
14 the subject applications, including full consideration of the applications, plans, staff report,
15 environmental information and all testimony presented, the Planning Commission (i) by a
16 vote of ___to ___, recommended to City Council Certification of the Environmental Impact
17 Report, adoption of the Mitigation Monitoring Program and adoption of a Statement of
18 Overriding Considerations, in accordance with the California Environmental Quality Act
19 (CEQA), including findings required by CEQA; and (ii) by a vote of ___to ___, recommended to
20 the City Council approval of Comprehensive Plan Amendment No. 7, P2016-0208-CP, and
21 Historic Preservation Program Certificate of Appropriateness, P2016-0208-HPCA; and (iii) by
22 a vote of ___ to ___, recommended to the City Council approval to enter into a Development
23 Agreement with The Culver Studios Owner LLC, as set forth herein below.
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26 NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CULVER
27 CITY, CALIFORNIA, RESOLVES AS FOLLOWS:
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SECTION 1. Pursuant to the foregoing recitations and the provisions of Culver City Municipal Code (CCMC), the following findings are hereby made:

1. The Development Agreement is in the best interest of the City, promoting the public interest and welfare.

The Development Agreement, as a part of the Project, will support opportunities for economic growth in the City. The Project will create opportunities and strengthen the economic base of the City allowing for increased growth and stability. The Project will update an older movie and television studio into a new modern digital media production campus for emerging technologies used in creating new entertainment 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 City and the region. Additional new and continuing existing users of the Project site will enhance the economic vitality of the downtown and Transit Oriented Development zone nearby.

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

- (a) *Mobility Fund Contribution:* Developer shall provide funding in the amount of \$1.00 per square foot of net new development floor area (345,000 sq. ft.) approved under CPA No. 7 (estimated at \$345,000) to support local mobility measures that include improvements to the first and last mile travel from the Culver City Expo Station and neighborhood traffic management.
- (b) *Traffic System Improvements:* Developer shall provide funding in the amount of \$600,000 for traffic system improvements in the area.
- (c) *Culver/Main Ramp & Tunnel:* Developer shall provide funding for the Culver Boulevard/Main Street Ramp and Tunnel, as defined in the Shared Use and Access Easement Agreement dated XXXXX between the City of Culver City, The Culver Studios Owner LLC and HC 9300 Culver, LLC.

- 1 (d) *Town Plaza Enhancements*: Developer shall provide
2 funding for the following Town Plaza Enhancements
3 described in the Disposition and Development Agreement
4 dated January 31, 2012 between the City of Culver City and
5 Combined/Hudson 9300 Culver, LLC: special tree well
6 covers, wonder utility covers, special bike rack, special
7 trash receptacles, special lighting, paving, special street
8 furniture, above ground planters and raised landscaped
9 area above the Culver/Main Ramp & Tunnel.
- 10 (e) *Off-peak Hour Parking Access*: Developer shall provide
11 public parking when available at the Rear Lawn Garage
12 identified in CPA No.7.

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

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

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

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

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

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

10 SECTION 2. Pursuant to the foregoing recitations and findings, the Planning
11 Commission of the City of Culver City, California, hereby recommends to the City Council
12 approval of Development Agreement, P2016-0208-DA as set forth in Exhibit A attached
13 hereto and incorporated herein by this reference.

14 APPROVED and ADOPTED this 13th day of December 2017.

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16 _____
17 DANA SAYLES, CHAIRPERSON
18 PLANNING COMMISSION
19 CITY OF CULVER CITY, CALIFORNIA

20 Attested by:

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22 _____
23 Susan Yun, Senior Planner