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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CULVER CITY AND THE CULVER STUDIOS OWNERS LLC RELATED TO COMPREHENSIVE PLAN AMENDMENT NO. 7 FOR THE CULVER STUDIOS, LOCATED AT 9336 WASHINGTON BOULEVARD.

(P2016-0208-DA)

WHEREAS, on November 16, 2016, The Culver Studios Owner, LLC (the “Applicant” or “Developer”) filed an application for a Comprehensive Plan Amendment (CPA No.7) to permit the construction, as modified, of five new buildings resulting in a net increase of 345,007 sq. ft. of development; the demolition of 12 buildings and stages; the construction of a new multi-level parking structure located off of Van Buren Place and a below grade parking structure; the retention of 12 buildings and stages; and a Historic Preservation Program Certificate of Appropriateness for the rehabilitation of four historically designated bungalows, the Mansion (Building C), and the Front Lawn (the “Project”); and

WHEREAS, concurrent with and in relation to its Project application for CPA No. 7, Applicant requested and applied to enter into a development agreement with the City of Culver City; and

WHEREAS, the Development Agreement is necessary and desirable to (i) strengthen the public planning process; (ii) encourage private participation in comprehensive planning; (iii) reduce the public and private costs and economic risk of development uncertainty; (iv) provide assurance to the Developer that the Project, upon approval by the City Council, may proceed in accordance with existing policies, rules and regulations, and conditions of approval; and (v) secure public benefits for the community; and

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
11

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:
21

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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SECTION 2. Pursuant to the foregoing recitations and findings, the City Council of the City of Culver City, California, by a vote of ____ to ____, introduces an ordinance approving Development Agreement, P2016-0208-DA as set forth in Exhibit A attached hereto and incorporated herein by this reference.

APPROVED and ADOPTED this 22nd day of January 2018.

JEFF COOPER, Mayor
CITY OF CULVER CITY, CALIFORNIA

ATTEST:

~~APPROVED AS TO FORM:~~

JEREMY GREEN, City Clerk

A18-00008

CAROL A. SCHWAB, City Attorney