



## CITY OF CARSON

### PLANNING COMMISSION STAFF REPORT

CONTINUED PUBLIC HEARING: April 14, 2009

SUBJECT: Conditional Use Permit No. 702-08 Modification  
No. 1

APPLICANT: Henry & Alicia Pigeo  
Church of the Word Ministries, Inc.  
17440 Bellflower Boulevard  
Bellflower, CA 90706

REQUEST: Shared parking to facilitate church use on a site  
located in the ML (Manufacturing, Light Industrial)  
zone district

PROPERTY INVOLVED: 1135 E. Janis Street & 1161 E. Walnut Street

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#### COMMISSION ACTION

- Concurred with staff
- Did not concur with staff
- Other

#### COMMISSIONERS' VOTE

AYE	NO		AYE	NO	
		Chairman Faletogo			Cannon
		Vice-Chair Saenz			Gordon
		Brimmer			Graber
		Brown			Verrett

***Item No. 10-A***

## I. Introduction

*Date Application Received*-October 27, 2008

- Conditional Use Permit No. 702-08 Modification No. 1

*Property Owner*

- Roberts Business Park, 2886 Colorado Avenue, Santa Monica, CA and Karney Brothers Enterprises LTD, 17131 S. Kugan Avenue, Los Angeles, CA 90049

*Project Applicant*

- Henry & Alicia Pigeo, (Church of the Word Ministries, Inc.) 1135 E. Carson Street, Carson, CA 90745

*Project Address*

- 1135 E. Janis Street, Carson, CA and 1161 E. Walnut Street

*Project Description*

- Proposed shared parking for church/office use.
- The application includes the following:
  - Conditional Use Permit No. 702-08 for shared parking within a light industrial business park for a proposed church/office use.

## II. Background

On June 10, 2008, the Planning Commission approved CUP No. 702-08 for shared parking to facilitate church use with a 3,920 square foot sanctuary and 112 required parking spaces. As per CMC Section No. 9162.24, the applicant provided the necessary evidence that no substantial conflict or overlap in the principal operating hours of the buildings or uses for which the shared parking facilities are proposed would occur.

The conditions of approval for said CUP stated that any future expansions to the proposed main assembly/sanctuary area would require a modification request to Conditional Use Permit Application No. 702-08. The applicant has submitted a modification request to allow church use with a sanctuary expansion to 5,841 square feet, resulting in a 1,921 square foot expansion from the 3,920 square foot previously approved sanctuary.

The proposed modification request with a proposed 5,841 square foot sanctuary will require 167 parking spaces as per CMC Section No. 9162.21 B. 8. The applicant is proposing a shared parking agreement that would provide 62 additional parking spaces at 1161 E. Walnut Street, thereby providing a total of 174 parking spaces and exceeding the required parking by seven (7) spaces.



The applicant has provided a signed property owner agreement that would facilitate joint use of off-street parking facilities as required by the CMC. Said agreement, provides evidence that no substantial conflict or overlap in the principal operating hours of the buildings or uses for which the shared parking facilities are proposed will occur.

#### *Current Use of Property*

- The property at 1135 E. Janis is developed with two light industrial buildings consisting of approximately 35,440 square feet. The light industrial buildings were built in 1972. The adjoining property at 1161 E. Walnut Street is developed with an industrial building with approximately 57,888 square feet built in 1972.

#### *Previously Approved Discretionary Permits*

- There is no record of previously approved discretionary permits on this property.

#### *Public Safety Issues*

- After consulting with the Public Safety Department it was determined that there is no zoning code enforcement cases associated with this property.

### **III. Analysis**

- On May 14, 2008, the applicant obtained written consent from the property owner at 1135 E. Janis Street that would allow the proposed church to share the property's existing 112 parking spaces. The agreement specifies that the church would use all parking spaces after 7:00 p.m. during the weekdays and through out the day on weekends. The agreement further states that the church would provide parking spaces on an as need basis to the existing tenants during the above stated time frame. Further, the proposed church would operate after the existing tenants' normal business hours from 7:00 a.m. to 6:00 p.m., Monday through Friday. The agreement to share the existing 62 parking spaces at 1161 E. Walnut Street is consistent with the agreement for 1135 E. Janis Street.

#### *Zoning/General Plan/Redevelopment Area Designation*

- The subject property is zoned ML (Manufacturing Light) and surrounding properties share the same zoning.
- The subject property has a General Plan Land Use designation of Light Industrial.

#### *Applicable Zoning Ordinance Regulations*

The proposed shared parking CUP is subject to the approval of a development plan in accordance with the Conditional Use Permit (CUP) procedures as provided in Section 9172.21 and subject to CMC Sections 9162.21 B. 8. (Off-Street Parking Requirements) and CMC Section 9162.24 B. (Automobile Parking Spaces Required for Mixed Uses).

*Required Findings: Conditional Use Permit*

Pursuant to Section 9172.21.D., Conditional Use Permit, the Planning Commission may approve the proposal only if the following findings can be made in the affirmative:

1. The proposed use and development will be consistent with the General Plan.
2. The site is adequate in size, shape, topography, location, utilities and other factors to accommodate the proposed use and development.
3. There will be adequate street access and traffic capacity.
4. There will be adequate water supply for fire protection.
5. The proposed use and development will be compatible with the intended character of the area.

Pursuant to Section 9162.24 B. Automobile Parking Spaces Required for Mixed Uses, the Planning Commission may approve a shared parking use subject to the following requirements:

1. The applicant shall show evidence that there is no substantial conflict or overlap in the principal operating hours of the buildings or uses for which the shared parking facilities are proposed.
2. Any reduction in parking shall not decrease the total number of parking spaces below the level necessary to meet the collective peak parking demand for all participating uses.
3. Property owners involved in the joint use of off-street parking facilities shall submit an agreement for such use by a proper legal instrument approved by the Director as to form and content. Such instrument shall be submitted with the Conditional Use Permit Application. Such instrument, when approved as conforming to the provisions of this Section, shall be recorded in the office of the County Recorder with thirty (30) days of Commission approval, and copies of said recorded document filed with the Community Development Department.
4. The Commission shall make a finding that there is adequate parking available for all affected lots, parcels and uses located thereon.

All of the required findings pursuant to Section 9172.21(D), "Conditional Use Permit Review, Commission Findings and Decision", and Section 9162.24 B. can be made in the affirmative. Details can be found in the attached Resolution.

*Issues of Concern:*

- Issue – Adequate Parking Available: Pursuant to Section 9162. 24 (B), Automobile Parking Spaces Required for Mixed Uses: The applicant shall show evidence that there is no substantial conflict or overlap in the principal operating hours of the buildings or uses for which the shared parking facilities are proposed.

Planning Commission Staff Report

CUP No. 702-08 Modification No. 1  
April 14, 2009 Page 4 of 5



- *Mitigation:* The applicant shall submit a legal instrument approved by the Director as to form and content that shows evidence that there is no substantial conflict or overlap in the principal operating hours of the buildings or uses for which the shared parking facilities are proposed. The shared parking agreement shall provide the city a 90 day review period and written notice of any proposed termination of said agreement. This review period will facilitate sufficient time to evaluate replacement parking opportunities for the church to continue to operate with the requested 5,841 square foot sanctuary.

**IV. Environmental Review**

Pursuant to Section 15301(e) "Existing Facilities" of the California Environmental Quality Act (CEQA), the proposed shared parking to facilitate church use on an existing developed light industrial parcel does not have the potential for causing a significant effect on the environment and is found to be exempt.

**V. Recommendation**

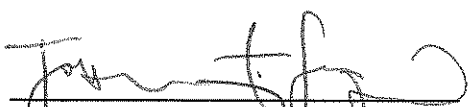
That the Planning Commission:

- **WAIVE** further reading and **ADOPT** Resolution No.\_\_\_\_, entitled "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING MODIFICATION NO. 1 TO CONDITIONAL USE PERMIT NO. 702-08 FOR SHARED PARKING AT 1161 E. WALNUT STREET TO FACILITATE CHURCH USE AT 1135 E. JANIS STREET".

**VI. Exhibits**

1. Resolution
2. Development Plans
3. Shared Parking Agreement/Legal Instrument

Prepared by:   
Zak Gonzalez II, Planner

Reviewed by:   
John F. Signo, AICP, Senior Planner

Approved by:   
FOR: Sheri Repp, Planning Manager



**CITY OF CARSON**  
**PLANNING COMMISSION**  
**RESOLUTION NO. 09-**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE  
CITY OF CARSON APPROVING CONDITIONAL USE PERMIT  
NO. 702-08 MODIFICATION NO. 1 FOR SHARED PARKING ON  
1161 E. WALNUT STREET TO FACILITATE A CHURCH USE  
LOCATED AT 1135 E. JANIS STREET**

**THE PLANNING COMMISSION OF THE CITY OF CARSON, CALIFORNIA,  
HEREBY FINDS, RESOLVES AND ORDERS AS FOLLOWS:**

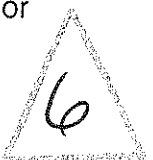
**Section 1.** An application was duly filed by the applicant, Henry & Alicia Pigeo, Church of the Word Ministries, Inc., with respect to real property located at 1135 E. Janis Street, and described in Exhibit "A" attached hereto, requesting the approval of a Conditional Use Permit (CUP No. 702-08 Modification No. 1) for a shared parking agreement at 1161 E. Walnut Street to facilitate a church use in the ML (Manufacturing Light) zone.

A public hearing was duly held on May 27, 2008, June 10, 2008 and on April 14, 2009, at 6:30 P.M. at City Hall, Council Chambers, 701 East Carson Street, Carson, California. A notice of time, place and purpose of the aforesaid meeting was duly given.

**Section 2.** Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid meeting.

**Section 3.** The Planning Commission finds that:

- a) The General Plan designates the property as Light Industrial which is compatible with the proposed use. The proposed church use will be consistent with the surrounding light industrial uses and is appropriate for the subject property.
- b) The project is compatible in design with existing and anticipated development in the vicinity, including the aspects of site planning, land coverage, landscaping, appearance and scale of structures, open spaces, and other features relative to a harmonious and attractive development of the area.
- c) The site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed use and development. The surrounding land uses are primarily light industrial uses and the proposed project is compatible with those uses. The site is 173,934 square feet, relatively flat, and is located in a light industrial area.
- d) The applicant submitted a legal instrument on June 10, 2008 that provides written property owner consent to use the existing 112 parking spaces. The modification request with a proposed 5,841 square foot sanctuary will require 167 parking spaces, thereby the applicant secured a shared parking agreement on April 2, 2009 to use 62 additional parking spaces located at 1161 E. Walnut Street. The written consent submitted provides evidence that there is no substantial conflict or overlap in the principal operating hours of the buildings or



uses for which the shared parking facilities are proposed. Therefore, circulation and street parking on the adjacent public streets will not be adversely impacted. Safety and convenience of vehicular and pedestrian access is provided.

- e) Signage for the proposed project will be through a separate permit.
- f) The proposed CUP application for shared parking to facilitate church use meets the goals and objectives of the General Plan and is consistent with applicable zoning and design regulations. Therefore all of the required findings pursuant to Section 9172.21 (D), "Conditional Use Permit, Approval Authority and Findings and Decision" can be made in the affirmative.

**Section 4.** The Planning Commission further finds that the use permitted by the proposed Conditional Use Permit will not have a significant effect on the environment. The proposed use will not alter the predominantly light industrial character of the surrounding area and will meet or exceed all City standards for protection of the environment. Therefore, the proposed project is found to be categorically exempt under Section 15301(e) of the CEQA (California Environmental Quality Act) Guidelines.

**Section 5.** Based on the aforementioned findings, the Commission hereby grants Conditional Use Permit No. 702-08 Modification No. 1 with respect to the property described in Section 1 hereof, subject to the conditions set forth in Exhibit "B" attached hereto.

**Section 6.** The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.

**Section 7.** This action shall become final and effective fifteen days after the adoption of this Resolution unless within such time an appeal is filed with the City Clerk in accordance with the provisions of the Carson Zoning Ordinance.

**PASSED, APPROVED AND ADOPTED THIS 14<sup>TH</sup> DAY OF APRIL, 2009**

\_\_\_\_\_  
**CHAIRMAN**

**ATTEST:**

\_\_\_\_\_  
**SECRETARY**



CARSON INDUSTRIAL PARK

Legal Description

The CARSON INDUSTRIAL PARK is situated in the State of California, County of Los Angeles, and is described as follows:

Lot 2 of Tract No. 27307, in the City of Carson, as per map recorded in Book 810 Pages 29 to 33 inclusive of Maps, in the office of the County Recorder of said county.

EXCEPT all oil, gas, petroleum, hydrocarbon substances, water and other minerals below a depth of 500 feet measured vertically from the present surface of said land, together with the right of entry below said depth of 500 feet by slant or directional drilling, from other lands to develop and produce oil, gas, petroleum, hydrocarbon substances, water and other minerals and the right to use the structures below said depth of 500 feet for the storage and subsequent removal of gas or other substances, but without any right of surface entry, as reserved in the deed from Adele Gates, recorded February 18, 1965 in Book D-2803 Page 662, Official Records.

EXHIBIT A

78-1375266



**CITY OF CARSON**  
**DEVELOPMENT SERVICES**  
**PLANNING DIVISION**  
**EXHIBIT "B"**  
**CONDITIONS OF APPROVAL**  
**CONDITIONAL USE PERMIT NO. 702-08**  
**MODIFICATION NO. 1**

GENERAL CONDITIONS

1. If a business license permit for said use is not issued within one year of the date of approval of Conditional Use Permit No. 702-08-Modification No. 1, said permit shall be declared null and void unless an extension of time is requested prior to expiration and approved by the Planning Commission.
2. Upon activation, the Conditional Use Permit shall become automatically null and void if said use has been suspended or has ceased to exist for a period of one year, unless an extension of time is requested prior to expiration and approved by the Planning Commission.
3. The approved Resolution, including the Conditions of Approval contained herein, and signed Affidavit of Acceptance, shall be copied in their entirety and placed directly onto a separate plan sheet behind the cover sheet of the development plans prior to Building and Safety plan check submittal. Said copies shall be included in all development plan submittals, including any revisions and the final working drawings.
4. The applicant shall comply with all city, county, state and federal regulations applicable to this project.
5. The applicant shall make any necessary site plan and design revisions to the site plan and elevations approved by the Planning Commission in order to comply with all the conditions of approval and applicable Zoning Ordinance provisions. Substantial revisions will require review and approval by the Planning Commission. Any revisions shall be approved by the Planning Division prior to Building and Safety plan check submittal.
6. The applicant and property owner shall sign an Affidavit of Acceptance form and submit the document to the Planning Division within 30 days of receipt of the Planning Commission Resolution.
7. It is further made a condition of this approval that if any condition is violated or if any law, statute ordinance is violated, this permit may be revoked by the Planning Commission or City Council, as may be applicable; provided the applicant has been given written notice to cease such violation and has failed to do so for a period of thirty days.



8. The applicant shall submit two complete sets of plans that conform to all the Conditions of Approval to be reviewed and approved by the Planning Division prior to the issuance of a building permit.
9. The applicant shall submit a legal instrument approved by the Director as to form and content that shows evidence that there is no substantial conflict or overlap in the principal operating hours of the buildings or uses for which the shared parking facilities are proposed. Said instrument shall be recorded with the County Recorders Office within thirty (30) days of the Planning Commission's approval.
10. The property owner shall provide evidence that existing and future tenant leases reflect acknowledgement/agreement that the Church of the Word Ministries, Inc. shall be permitted to use the existing 62 parking spaces at 1161 E. Walnut Street (APN 7319032006) on Sunday's only between 8:00 a.m. and 5:00 p.m.
11. The proposed shared parking agreement/legal instrument termination clause must provide the city a 90 day period to review replacement parking opportunities for the church use to continue with the requested 5,841 square foot sanctuary. If the church is not able to find replacement parking due to a shared parking termination notice, the church sanctuary shall revert back to previously approved 3,920 square foot sanctuary or cease to operate as a church. The owner of the shared parking property shall also provide the city with any termination notice that may be provided to the church.
12. Pursuant to Section 9172.21(H)(b), this Conditional Use Permit shall terminate if the church use is suspended or ceases to operate for a period of six (6) months, unless an extension of time is requested by the applicant in writing and submitted to the Planning Division on or before the date of expiration of this permit. The time extension shall be reviewed and approved by the Planning Commission based on findings of undue hardship and on the basis that the extension would not be materially detrimental to the health, safety, and general welfare of the public.
13. The subject church shall limit special events to Sunday's only to provide sufficient parking to its guests/members and avoid parking conflicts with the tenant/lessee of 1161 E. Walnut Street.
14. The applicant shall provide the shared parking agreement/legal instrument with above referenced conditions prior to building permit and issuance of certificate of occupancy by the city's Building Official for church use with a 5,841 square foot sanctuary.
15. Should the applicant fail to meet the conditions of approval or fail to provide adequate parking either onsite or via an active shared parking agreement, the Conditional Use Permit shall be revoked by the Planning Commission provided written notice of the violation is duly given by the Planning Division. The applicant shall be responsible for payment of any administrative and/or legal fees associated with a revocation.



16. Any future expansions to the proposed main assembly/sanctuary area will require a modification to the Conditional Use Permit subject to review and approval by the Planning Division. Substantial modifications shall require review and approval by the Planning Commission.
17. Applicant shall defend, indemnify and hold harmless the City of Carson, its agents, officers, or employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void or annul, and approval of the City, its advisory agencies, appeal boards, or legislative body concerning Modification No. 1 to Conditional Use Permit No. 702-08. The City will promptly notify the Applicant of any such claim, action, or proceeding against the City and the Applicant will either undertake defense of the matter and pay the City's associated legal costs or will advance funds to pay for defense of the matter by the City Attorney. The City will cooperate fully in the defense. Notwithstanding the foregoing, the City retains the right to settle or abandon the matter without the Applicant's consent but should it do so, the City shall waive the indemnification herein, except, the City's decision to settle or abandon a matter following an adverse judgment or failure to appeal, shall not cause a waiver of the indemnification rights herein.

#### ENGINEERING SERVICES DEPARTMENT - CITY OF CARSON

18. Prior to issuance of a Building Permit, Proof of Worker's Compensation and Liability Insurance must be on file with the Los Angeles County Building and Safety Department.

#### BUSINESS LICENSE DEPARTMENT – CITY OF CARSON

19. Per section 6310 of the Carson Municipal Code, all parties involved in the project, including but not limited to contractors and subcontractors, will need to obtain a City Business License.



## TEMPORARY PARKING LOT AGREEMENT

This Agreement ("Agreement"), dated for reference purposes only March 13, 2009, is made by and between Karney Brothers Enterprises ("Lessor") and Empire Container Corp. ("Lessee") and Church of the Word ("Church"), (collectively the "Parties," or individually a "Party"). Lessor and Lessee are willing to allow Church to use their parking lot located at 1161 E. Walnut Street, Carson, California ("Parking Lot") between the hours of 8 a.m. and 5 p.m. on Sundays only.

In exchange for the use of the parking lot, Church agrees to the following terms of this Agreement.

### 1. USE

Lessor and Lessee shall allow Church to use the Parking Lot on Sunday only for the sole purpose of parking congregant's cars while attending services. Church agrees to exercise every reasonable effort not to allow any loud, boisterous or disorderly persons to loiter about the Parking Lot. Church agrees to comply with all laws or ordinances and shall not permit any illegal activities to be conducted upon the Parking Lot.

### 2. INDEMNIFICATION

Lessee shall indemnify, protect, defend and hold harmless the Lessor and Lessee, their agents, Partners and Lenders from and against any and all claims, damages, liens, judgments, penalties, attorneys, and consultants, fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Parking Lot by Church and/or Church's members and invitees. If any action or proceeding is brought against Lessor and/or Lessee by reason of any of the foregoing matters, Church shall upon notice defend the same at Church's expense by counsel reasonably satisfactory to Lessor and/or Lessee. Lessor and/or Lessee need not have first paid any such claim in order to be defended or indemnified.

### 3. INSURANCE

Church shall maintain at its own expense insurance that shall be primary to and not contributing with any other insurance maintained by Lessor and/or Lessee with General Liability limits with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Church must provide Lessor and Lessee with a Certificate of General Liability Insurance naming both Lessor and Lessee as Additional Insured prior to using the Parking Lot. Failure on the part of Church to provide and maintain required insurance shall constitute a breach of this Agreement and the Lessor and/or Lessee may immediately terminate this Agreement.

### 4. Exemption of Lessor, Lessee And their Agents from Liability.

Neither Lessor, Lessee nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Church, Church's employees, contractors, invitees, customers or any other person in or about the Parking Lot, whether such damage or injury is caused by or results from any cause, whether the said injury or damage results from conditions arising upon the Parking Lot or

upon other portions of the Property located at 1161 E. Walnut Street, Carson, California, or from other sources or places, (ii) any damages arising from arising from the failure of Lessor, Lessee or its agents to enforce the provision of any other lease in the Project, or (iii) injury to Church's business or for any loss of income or profit therefrom. Instead, it is intended that Church's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) the Church is required to maintain pursuant to the provisions of paragraph 3 herein.

#### 5. LIMITATION ON LIABILITY.

The obligations of Lessor under this Agreement shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Church shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets.

#### 6. CLEANING.

Church shall be responsible for cleaning, sweeping and picking up trash in the Parking Lot during and after every use and shall leave the Parking Lot clean and in the same condition it was received in. The cleaning, sweeping and picking up of trash shall be completed on the same day the lot is used and shall occur prior to sunset on that day.

#### 7. TERMINATION

Lessor and/or Lessee may terminate Church's right to use the Parking Lot immediately upon written notice to Church and may be delivered in person (by hand or by courier) or may be sent by certified or registered mail or U.S. Postal Service Express Mail or other reputable overnight couriers (eg. Federal Express, UPS), with postage prepaid and shall be deemed sufficiently given if served in a manner specified in Paragraph 7. The addresses noted adjacent to a Party's signature on this Agreement shall be that Party's address for delivery or mailing of notices. Any Party may by written notice to the other parties of this Agreement, specify a different address for notice

#### 8. REPRESENTATIONS.

Each party represents to the other that it has full power and authority to execute this Agreement. Each party represents to the other that it has no knowledge of any existing or threatened claim, demand, obligation, liability, action or cause of action arising from or in any manner connected with the Agreement or the Premises by any other party. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

#### 9. NO OFFER.

This Agreement shall not be binding until executed and delivered by both Parties.

#### 10. WHOLE AGREEMENT.

The mutual obligations of the parties as provided herein are the sole consideration for this Agreement, and no representations, promises or inducements have been made by the Parties other than as appear in this Agreement. This Agreement may not be amended except in writing signed by all Parties.

**11. TIME IS OF THE ESSENCE**

If this Agreement is not executed in full on or before Friday, March 20, 2009, at 5:00 p.m. PST, this offer is null and void.

**12. ATTORNEY'S FEES.**

In the event any of the Parties hereto commence an action or arbitration against the other Party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CHURCH OF THE WORD:

*Alvin Bustin*

4/2/09

By:

*Henry Pigea*

Date:

4/2/09

1135 Janis Street  
Carson, California 90746

Lessor: Karney Brothers Enterprises:  
By: KAR3 PROPERTIES LIMITED PARTNERSHIP  
A Delaware Limited Partnership,  
General Partner

By: AKG3 Properties, LLC  
A California Limited Liability Company  
General Partner

By: *Aliza Karney Guren*

Date: 4/2/09

Aliza Karney Guren, Manager  
c/o Karney Management Company  
12011 San Vicente Blvd., #700  
Los Angeles, California 90049



Lessee: Empire Container Corp.

By: Harold P Mottet

Date: 4-2-09

Hal Mottet  
Empire Container Corp.  
1161 E. Walnut Street  
Carson, California 90746

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