



TUESDAY, February 12, 2019
701 East Carson Street, Carson, CA 90745
Council Chambers, 2nd Floor
6:30 p.m.

AGENDA

MEETING OF THE PLANNING COMMISSION

Members:

Alex Cainglet		Uli Fe'esago
Ramon Madrigal	Michael Mitoma	Chris Palmer
Ramona Pimentel	Myla Rahman	Karimu Rashad

Alternates:

Louie Diaz	Patricia Hellerud	Paloma Zuniga
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Staff:

*Director Naaseh	Assistant City Attorney Chen	Planning Manager Betancourt
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"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Planning Department at 310-952-1761 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. ORAL COMMUNICATION FOR MATTERS NOT ON THE AGENDA**

The public may at this time address the members of the Planning Commission on any matters within the jurisdiction of the Planning Commission. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

5. CONSENT CALENDAR

A) Minutes: January 22, 2019

6. CONTINUED PUBLIC HEARING

A) Design Overlay Review (DOR) No. 1661-17; Conditional Use Permit (CUP) No.1023-17; Tentative Tract Map (TTM) No. 76070-17; General Plan Amendment (GPA) No. 100-17; Zone Change (ZCC) No. 178-17; Specific Plan (SP) No. 15-17

Applicant:

Anthony Laney of LANEY LA, Inc.
13110 Hawthorne Blvd., Unit A
Hawthorne, CA 90250

Property Owner:	Real Quest Holding, LLC 3129 S. Hacienda Blvd., #649 Hacienda Heights, CA 91745
Request:	Consider approval of a four story, 32-unit residential condominium project
Property Involved:	21809 and 21811 S. Figueroa Street
lc Staff Recommendation:	Approve

- 7. **PUBLIC HEARING** None
 - 8. **MANAGER'S REPORT**
 - 9. **COMMISSIONERS' ORAL COMMUNICATIONS**
 - 10. **ADJOURNMENT**
-

Upcoming Meetings

February 26th

March 12th

March 26th

April 9th

*For further information, call (310) 952-1761.
Planning Commission Agenda and Reports
available at
http://ci.carson.ca.us/communitydevelopment/planning_agenda.aspx*

This Board/Commission/Committee is subject to the Ralph M. Brown Act. Among other things, the Brown Act requires that the Board/Commission/Committees agenda be posted at least 72 hours in advance of each meeting and that the public be allowed to comment on agenda items before the Board/ Commission/ Committee and items not on the Board/Commission/Committee agenda but are within the subject matter jurisdiction of the Board/ Commission/ Committee. The Board/Commission/Committee may limit public comments to a reasonable amount of time, generally three (3) minutes per person.



TUESDAY, January 22, 2019
701 East Carson Street, Carson, CA 90745
Executive Conference Room, 2nd Floor
6:30 p.m.



MINUTES

MEETING OF THE PLANNING COMMISSION

Members:

Alex Cainglet	Michael Mitoma	Uli Fe'esago
Ramon Madrigal	Myla Rahman	Chris Palmer
Ramona Pimentel		Karimu Rashad

Alternates:

Louie Diaz	Patricia Hellerud	Paloma Zuniga
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Staff:

Director Naaseh	Assistant City	Acting Senior
	Attorney Chen	Planner Alexander

"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Planning Department at 310-952-1761 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

1. **CALL TO ORDER**

Commissioner Madrigal called the meeting to order at 6:30 p.m.

2. **PLEDGE OF ALLEGIANCE**

Commissioner Madrigal led the Salute to the Flag.

3. **ROLL CALL**

Planning Commissioners Present: Fe'esago, Madrigal, Mitoma, Palmer, Rahman, Rashad

*(Rahman arrived at 6:34 p.m.)

Planning Commissioners Absent: Cainglet, Pimentel (both excused)

Planning Commission Alternates Present: Diaz, Hellerud

Planning Staff Present: Contract Planner Edwards, Acting Senior Planner Alexander, Assistant City Attorney Chen, Assistant Planner Bhatia, Contract Planner Carver, Recording Secretary Bothe

4. **ORAL COMMUNICATION FOR MATTERS NOT ON THE AGENDA**

The public may at this time address the members of the Planning Commission on any matters within the jurisdiction of the Planning Commission. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

Vera DeWitt, resident, announced that City Council will hold a special meeting on Monday, January 28th, 10:00 a.m., to discuss reducing the number of people serving on various City Commissions and Boards, including the Planning Commission; and she encouraged people to write letters and/or attend that special meeting to provide input.

5. CONSENT CALENDAR

A) Minutes: December 11, 2018

Commissioner Mitoma moved, seconded by Commissioner Fe'esago, to approve the December 11, 2018, Minutes as presented. Motion carried, 6-0 (Madrigal abstained; Rahman had not yet arrived; absent Cainglet and Pimentel).

6. CONTINUED PUBLIC HEARING

A) Design Overlay Review (DOR) No. 1661-17; Conditional Use Permit (CUP) No.1023-17; Tentative Tract Map (TTM) No. 76070-17; General Plan Amendment (GPA) No. 100-17; Zone Change (ZCC) No. 178-17; Specific Plan (SP) No. 15-17

Applicant's Request:

The applicant, Anthony Laney of LANEY LA, Inc., is requesting to consider approval of a four story, 32-unit residential condominium project located at 21809 and 21811 S. Figueroa Street.

Commissioner Madrigal opened the public hearing.

Staff Recommendation:

Continue this matter to February 12, 2019.

Planning Commission Decision:

Commissioner Madrigal moved, seconded by Commissioner Mitoma, to continue this matter to the February 12th Planning Commission meeting. Motion carried, 8-0 (absent Cainglet and Pimentel).

7. PUBLIC HEARING

A) Zone Text Amendment 32-18 & Zone Text Amendment 33-18

Applicant's Request:

The applicant, city of Carson, is requesting to recommend approval to the City Council of Proposed Amendments to the Zoning Ordinance regarding Temporary Off-Site Real Estate and Yard Signs located within the public right-of-way, and Public Noticing Requirements and Unused Permit Expiration for properties citywide.

Staff Report and Recommendation:

RECOMMEND APPROVAL of ZTA 32-18 to the City Council; and **WAIVE** further reading and ADOPT Resolution No. 19-2661, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THE CITY COUNCIL TO ADOPT TEXT AMENDMENT NO. 32-18, AMENDING SECTIONS 9126.29 AND 9126.7 OF THE CARSON MUNICIPAL CODE AND ADDS SECTION 9126.72 TO INCLUDE TIME, PLACE, AND MANNER STANDARDS FOR TEMPORARY OFF-SITE SIGNS IN THE PUBLIC RIGHT-OF-WAY; SECTIONS 9136.7(D) & 9146.7(D) OF THE COMMERCIAL AND INDUSTRIAL SIGN SECTIONS, SECTION 9167.1 OF PROCEDURES FOR SIGNS, SECTION 9167.3 REFERRING TO PROHIBITED SIGNS, AND 9167.8 REFERRING TO REMOVAL OF UNAUTHORIZED SIGNS ARE ALSO AMENDED FOR CONSISTENCY; SECTION 9167.9 IS ADDED TO IDENTIFY THE SIGNAGE RESTRICTIONS FOR MOBILE VENDING TRUCKS AND SIDEWALK VENDORS; FINALLY, SECTION 9172.29 IS ADDED TO IDENTIFY THE PROCEDURE TO REQUEST AN EXCEPTION FROM THE PROHIBITION AGAINST SIGNS IN THE PUBLIC RIGHT-OF-WAY AS DESCRIBED IN EXHIBIT 2. And **RECOMMEND APPROVAL** of ZTA 33-18 to the City Council; and **WAIVE** further reading and ADOPT Resolution No. 19-2662, entitled, "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THAT THE CITY COUNCIL ADOPT TEXT AMENDMENT NO. 33-18, AMENDING SECTIONS 9172.13(C), 9172.21(C), 9172.22(C), 9172.23(C), 9172.25(C), 9172.26(C), 9173.22 (C) & (D) TO REQUIRE ALL PUBLIC HEARING NOTICES TO BE PROVIDED TO PROPERTIES WITHIN A 750-FOOT RADIUS AND NO LATER THAN 10 DAYS BEFORE THE HEARING; SECTION 9172.23(l)(1)(A) IS ALSO AMENDED TO CHANGE THE UNUSED PERMIT EXPIRATION TIME TO 2 YEARS; AND SECTION 9146.23 IS AMENDED TO CORRECT A TYPOGRAPHICAL ERROR

Commissioner Palmer expressed his belief there is not enough information/standards presented this evening to assure the City will not be held liable should someone get injured by one of the signs in the public right-of-way, whether they've pulled a permit or not.

Assistant Planner Bhatia explained that is the purpose for the indemnification language/agreement.

Commissioner Diaz pointed out that typically, realtors will place their signs in areas where people don't walk.

Assistant Planner Bhatia stated the real estate signs will only be allowed in parkways.

Commissioner Madrigal opened the public hearing. There being no input, Commissioner Madrigal closed the public hearing.

Planning Commission Decision:

Commissioner Diaz moved, seconded by Commissioner Mitoma, to approve Zone Text Amendment No. 32-18, thus adopting Resolution No. 19-2661. Motion unanimously carried, 8-0 (absent Cainglet, Pimentel). This motion was later rescinded.

Following Commissioner Palmer's request for clarification on what was being voted upon, Commissioner Mitoma moved, seconded by Commissioner Madrigal, to reconsider the motion. Motion carried, 8-0 (absent Cainglet, Pimentel).

Commissioner Diaz moved, seconded by Commissioner Mitoma, to approve Zone Text Amendment No. 32-18, thus adopting Resolution No. 19-2661. Motion carried, 7-1 (Palmer voted no; absent Cainglet, Pimentel).

Commissioner Mitoma moved, seconded by Commissioner Palmer, to approve Zone Text Amendment No. 33-18, thus adopting Resolution No. 19-2662. Motion unanimously carried, 8-0 (absent Cainglet, Pimentel).

8. MANAGER'S REPORT None

9. COMMISSIONERS' ORAL COMMUNICATIONS

Commissioner Diaz noted his disappointment in just now hearing about Council's attempt to reduce the number of members serving on various Commissions/Boards, expressing his belief it is disrespectful to this body to not have been informed ahead of time.

Commissioner Rahman echoed Commissioner Diaz' comment and noted her hope that if a change is made, that the sitting/current Planning Commissioners are permitted to complete their full terms on the Planning Commission, stating that any time less than the signed agreement would be disappointing. She highlighted yesterday's Martin Luther King Day and urged all people to work together despite their differences and to think about the betterment of this community over personal agendas.

Commissioner Mitoma expressed his belief that having a larger number of Commissioners on this Commission allows for more perspectives, stating that this Commission should speak to each Council Member regarding this issue.

Commissioner Madrigal thanked those who sent their condolences and prayers to his family during the month of December, stating that his 94-year-old mother-in-law passed away, noting she was in hospice care, and that his 74-year-old sister unexpectedly passed away an hour prior to his mother-in-law.

10. ADJOURNMENT

At 7:08 p.m. the meeting was adjourned to Tuesday, February 12, 2019.

Chairman

Attest By:

Secretary



CITY OF CARSON
PLANNING COMMISSION STAFF REPORT

CONTINUED PUBLIC HEARING: February 12, 2019

SUBJECT: Design Overlay Review (DOR) No. 1661-17
 Conditional Use Permit (CUP) No.1023-17
 Tentative Tract Map (TTM) No. 76070-17
 General Plan Amendment (GPA) No. 100-17
 Zone Change (ZCC) No. 178-17
 Specific Plan (SP) No. 15-17

APPLICANT: Anthony Laney of LANEY LA, Inc.
 13110 Hawthorne Blvd. Unit A
 Hawthorne, CA 90250

PROPERTY OWNER: Real Quest Holding, LLC
 3129 S. Hacienda Blvd. #649
 Hacienda Heights, CA 91745

REQUEST: Consider approval of a four-story, 32-unit residential condominium project

PROPERTY INVOLVED: 21809 and 21811 S. Figueroa Street

AYE	NO		AYE	NO	
		Chairman Pimentel			Palmer
		Vice-Chair Cainglet			Rahman
		Fe'esago			Rashad
		Madrigal			
		Mitoma			Alt. Diaz Alt. Hellerud Alt. Zuniga

Item No. 6A

I. Introduction

Property Owner

Real Quest Holding, LLC – Michael Wang
3129 S. Hacienda Blvd. #649
Hacienda Heights, CA 91745
(626) 271-5322
chihbbs@gmail.com

Applicant

Anthony Laney, AIA
LANEY LA, Inc.
13110 Hawthorne Blvd. Unit A
Hawthorne, CA 90250
(310) 870-7175
anthony@laney.la

Representative

Paul Choi, AIA
LANEY LA, Inc.
13110 Hawthorne Blvd. Unit A
Hawthorne, CA 90250
(310) 870-7175
paul@laney.la

II. Project Description

The applicant requests the approval of Design Overlay Review No. 1661-17, Conditional Use Permit No.1023-17 and Tentative Tract Map No. 76070-17; and recommendation of approval to the City Council for General Plan Amendment No. 100-17, Zone Change No. 178-15, and Specific Plan No. 15-17 (Birch Specific Plan “BSP”) to develop a new four-story, 32-unit residential condominium and related site improvements, and has entered into an agreement for participation in the City-wide Community Facilities District (CFD) and Development Impact Fees (DIF).

III. Project Site and Surrounding Land Uses

The 0.8 acre project site is located along the western edge of the City. The site is within a block from the intersection of Carson Street and Figueroa Street, adjacent to State Route 110 (SR-110), and within a half mile of a Metro Express bus station.

IV. Background and Analysis

The staff report from the November 13, 2018 public hearing provided a thorough analysis and discussion on the project site plan and design, building architecture, landscaping, and parking (Exhibit 3).

Planning Commission

On December 11, 2018, this item was continued at the Planning Commission's request with a 7-0 vote. During the public hearing, the Commission discussed concerns regarding ongoing maintenance and professional management. Condition of Approval No. 32 has been added which includes language in the CC&Rs prohibiting the homeowners association (HOA) from discontinuing professional management of the housing development to ensure on-going property maintenance and security.

The CC&Rs shall include language that prohibits the Homeowners Association (HOA) from ceasing professional property management without obtaining City of Carson City Council approval.

The Commission also discussed a community benefit fee program, a resident's concern letter, and project pro forma. The Commission continued this item to January 22, 2019 to allow time for the applicant to provide a response (Exhibits 2 and 3). The item was continued to February 12, 2019 at the request of the applicant.

Specific Plan

The project is proposing 32 units with a density of 41 dwelling units per acre. The current General Plan land use designation allows up to 25 dwelling units per acre which would allow 20 units for this site. The proposed density increase aligns with the one of the 2040 General Plan Update Land Use alternatives which envisions this area as Downtown High Density Mixed-Use land use designation. Staff recommends a condition of approval that requires the applicant to make any necessary revisions to the Specific Plan within 48 hours from the City Council action and submit to Planning Division for review and approval (Condition No. 20). The following changes shall be made to the Specific Plan for these purposes:

- The residential density allowed shall be limited to 45 units per acre.

Community Benefit Program Options

In exchange for increased density, the Commission requested the applicant to provide a community benefit fee program that secures fees for affordable housing at another location which offsets the impacts to the community. The applicant has stated to staff the economics of the project cannot justify accommodating this request. It should be noted that the City does not have an adopted policy requiring such an amenity. As such, the applicant has volunteered to continue working with staff to provide the following community benefits: bus shelter improvement in close proximity to the project, new public bike rack and bench in front of the project site, and an on-site public art installation. Furthermore, the applicant will be paying Development Impact Fees (DIF) and participating in the Citywide Community Facilities District (CFD). Both the DIF and CFD payments increase with the increase in the number of units for the project. Therefore, the infrastructure and service

impacts of the additional units are mitigated by payment of additional DIF and CFD associated with the additional units.

As an alternative option, the Commission can require that the applicant incorporate a community benefit in-lieu fee program into the Specific Plan prior to final adoption. The Avalon Specific Plan was conditioned to provide the following community benefits: \$250,000 contribution to the City, public art (valued at \$200,000), public plaza, right-of-way dedication to future street improvements, and commitment to meet a performance schedule to ensure the project is built in a timely manner. Therefore, the community benefit contribution from The Avalon Specific Plan was approximately \$3,000 per unit for the increased density over the base Mixed-Use Carson Street (MU-CS) zone. Since this Birch Residential project is proposing some amenities such as bike rack, bench, public open space, and art, the Planning Commission could assess a fee of \$3,000 per unit for the increased density requested over base High Density Residential General Plan Land Use designation for a total of \$36,000. (Condition No. 19).

Comparison Table showing difference between density allowed and proposed for The Avalon Specific Plan and Birch Specific Plan

	The Avalon Specific Plan (approved in 2015)	Birch Specific Plan (0.8 acre site)
Density Allowed prior to approval (dwelling units/acre)	35	25
Density Proposed (DU/AC)	65	45
Additional number of units allowed above the existing density	165	12
Proposed Units	357	32

The Commission may consider making additional recommendations to the City Council to consider adopting a community benefit fee program or other amenities such as “work force” housing quantifying the amenities in direct proportion to the requested density increase as a policy and program within the General Plan Update. If the Commission decides to move this forward, staff can incorporate this recommendation into the ongoing General Plan Update process which the Commission will be involved in.

Resident Concern Letter

During the public hearing, Mr. Charles Thomas presented a concern letter to the Commission regarding the proposed project (Exhibit 4). The following areas of concern were noted and have been primarily discussed in previous meetings:



- Increased density;
- Elimination of private space for nine units;
- Environmental impact of the units adjacent to the 110 Freeway;
- Inadequate open space located on the roof; and
- Parking requirements.

Also mentioned in the letter are lack of workforce housing and a proposal to require deed restrictions. The market conditions will prescribe the unit costs for the project's location within the City so the applicant estimates the units will likely sell for about \$300,000 to \$400,000 which is within the 2018 LA County area median income (AMI) target sales price range. The sales targets for a deed restriction based on the 2018 AMI for Los Angeles County range from \$319,660 at 70% of AMI, to \$730,619 at 160% of AMI. The City does not have an adopted policy requiring deed restrictions for market rate housing.

Pro forma

After further consideration, the applicant has indicated they will provide financial information during the public hearing. It should be noted that staff does not require applicants to provide financial feasibility including a detailed pro forma because this information is not germane to the review and recommendation of a project. The purview of the Commission and staff is to review for compliance with the Carson Municipal Code and determine if the required project findings for approval can be made.

V. Environmental Review

The City reviewed the environmental impacts of the proposed project pursuant to the California Environmental Quality Act (CEQA). A Draft Mitigated Negative Declaration was prepared and made available for a public review period from May 2, 2018 through May 21, 2018. The Draft Mitigated Negative Declaration found potentially significant impacts of cultural resources, noise, and tribal cultural resources. With the inclusion of the proposed mitigation measures, adverse impacts are mitigated to the maximum extent feasible and below a level of significance.

VI. Public Notice

Public notice was posted to the project site on January 2, 2019. Notices were mailed to property owners and occupants on January 12, 2019. The agenda was posted at City Hall 72 hours prior to the Planning Commission meeting.

VII. Conclusion

The Planning Commission has expressed concerns regarding a community benefit fee program in exchange for a request for increased density. Although the City does not have an adopted policy requiring such an amenity and the applicant states the economics of the project cannot justify providing this request, staff recommends a condition of approval that requires the applicant to incorporate a community benefit

in-lieu program into the Specific Plan prior to final adoption of the Specific Plan. The Birch Residential project can be conditioned to provide the following community benefits: \$36,000 contribution to the City, and proposed amenities such as bike rack, bench, public open space, and art (Condition of Approval No. 19).

The applicant is requesting approval of this project and requests that action be taken without further continuances. The applicant has requested that if the Planning Commission does not reach a consensus to recommend approval of the project to the City Council, an alternative motion should be introduced to recommend denial of the applications to the City Council. In this case, staff recommends the Planning Commission to make clear findings for denial.

VIII. Recommendation

That the Planning Commission:

- **APPROVE** Design Overlay Review No. 1661-17, Conditional Use Permit No.1023-17, Tentative Tract Map No. 76070-17 subject to the conditions of approval attached as Exhibit "B" to the Resolution and contingent upon City Council approval of General Plan Amendment No. 100-17, Zone Change No. No. 178-17, Specific Plan No. 15-17, and Mitigated Negative Declaration; and
- **RECOMMEND APPROVAL** General Plan Amendment No. 100-17, Zone Change No. 178-17, and Specific Plan No. 15-17, and Mitigated Negative Declaration and adoption of the Mitigated Negative Declaration for the Project to the City Council; and
- **WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 19-___, ENTITLED "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING DESIGN OVERLAY REVIEW NO. 1661-17, CONDITIONAL USE PERMIT NO. 1023-17, TENTATIVE TRACT MAP NO. 76070-17, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT NO. 100-17, ZONE CHANGE NO. 178-17, SPECIFIC PLAN NO. 15-17, AND MITIGATED NEGATIVE DECLARATION TO DEVELOP A 32-UNIT RESIDENTIAL CONDOMINIUM PROJECT ON A 0.8-ACRE PROJECT SITE AT 21809 AND 21811 S. FIGUEROA STREET."**

IX. Exhibits

1. Draft Resolution
2. Planning Commission Disposition Excerpt dated December 11, 2018
3. Planning Commission Staff Reports: December 11, 2018 and November 13, 2018
4. Resident Concern Letter dated December 11, 2018
5. Development Plans

Prepared by: Leila Carver, Planner

**CITY OF CARSON
PLANNING COMMISSION
RESOLUTION NO. 19-**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING DESIGN OVERLAY REVIEW NO. 1661-17, CONDITIONAL USE PERMIT NO. 1023-17, TENTATIVE TRACT MAP NO. 76070-17, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT NO. 100-17, ZONE CHANGE NO. 178-17, SPECIFIC PLAN NO. 15-17, AND MITIGATED NEGATIVE DECLARATION TO DEVELOP A 32-UNIT RESIDENTIAL CONDOMINIUM PROJECT ON A 0.8-ACRE PROJECT SITE AT 21809 AND 21811 S. FIGUEROA 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, Anthony Laney of LA LANEY, Inc. on behalf of the property owner, Real Quest Holding, LLC, with respect to real property located at 21809 and 21811 S. Figueroa Street and described in Exhibit "A" attached hereto, requesting to construct a new four story, 32-unit residential condominium project. The ground level will be a concrete podium structure with at-grade parking on a 0.8-acre project site:

- Design Overlay Review (DOR) No. 1661-17 to permit the design of the proposed project to construct a 32-unit residential condominium project;
- Conditional Use Permit (CUP) No.1023-17 to permit a new multiple-family residential and to increase the residential density beyond what is currently allowed by the Zoning Ordinance;
- General Plan Amendment (GPA) No. 100-17 to change the existing land use designation from High Density Residential (up to 25 dwelling units per acre) to Urban Residential (up to 65 dwelling units per acre);
- Zone Change (ZCC) No. 178-17 to change the existing zoning district from RM-18-D (Residential, Multifamily – 18 dwelling units per acre – Design Overlay) to Birch Specific Plan;
- Tentative Tract Map (TTM) No. 76070-17 to subdivide the two existing parcels into one parcel to allow for development of 32-unit residential condominium units;
- Specific Plan (SP) No. 15-17 to create a new Specific Plan to ensure consistency with the City of Carson General Plan, Municipal Code, and Zoning Ordinance.

Section 2. A public hearing was duly held on November 13, 2018, at Carson City Hall, 701 East Carson Street, Carson, California. A notice of the time, place, and purpose of the aforesaid meeting was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at said hearing. The Planning Commission continued the matter to December 11, 2018.

Section 3. A public hearing was duly held on December 11, 2018, at Carson City Hall, 701 East Carson Street, Carson, California. A notice of the time, place, and purpose of the aforesaid meeting was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at said hearing. The Planning Commission continued the matter to January 8, 2019.

Section 4. A public hearing was duly held January 22, 2019, at Carson City Hall, 701 East Carson Street, Carson, California. A notice of the time, place, and purpose of the aforesaid meeting was duly given. The applicant requested the matter be continued to February 12, 2019.

Section 5. A public hearing was duly held February 12, 2019, at Carson City Hall, 701 East Carson Street, Carson, California. A notice of the time, place, and purpose of the aforesaid meeting was duly given. Evidence, both written and oral, was duly presented to and considered by the Planning Commission at the aforesaid meeting.

Section 6. Pursuant to the Birch Specific Plan, any proposed development is subject to site plan and design review per Section 9172.23. With respect to the Design Overlay Review No. 1661-17, the Planning Commission finds that:

- a) The proposed map and design will be compatible with proposed General Plan Land Use Designation of Urban Residential, Birch Specific Plan, and surrounding multifamily residential land uses and the Carson Street Mixed Use District. The proposed Urban Residential land use designation will accommodate up to 65 dwelling units per acre. The project is consistent with General Plan policies. The project includes a zone change application changing the existing zoning district from RM-18-D (Residential, Multifamily (Residential, Multifamily – 18 dwelling units per acre – Design Overlay) to Birch Specific Plan zoning district. Where the Carson Zoning Ordinance regulations and/or development standards are inconsistent with Birch Specific Plan, the Birch Specific Plan standards and regulations shall prevail. The implementation of the project requires different development standards than those included in the RM-18-D zone; therefore, the applicant proposes the new Birch Specific Plan.
- b) The proposed project is within the existing RM-18-D zoning district and anticipated Birch Specific Plan zoning district, and proposed project is compatible with the architecture and design with existing and anticipated development in the area, including site planning, land coverage, land coverage, landscaping, appearance and scale of structures and open spaces, and other features relative to a harmonious and attractive development of the area. The residential building and associated improvements were designed with a strong and appropriately scaled framework of architectural and landscape. The

building mass and landscaping throughout the project site are designed to create a sense of unity within on-site elements and with off-site elements. High-quality features are proposed through site design (i.e. building orientation and screening), architecture (i.e. mass, scale, form, style, material, and color), and streetscape elements (i.e. lighting and paving materials). The project is bordered by one- and two-story multifamily residential properties that include a variety of architectural influences including “Spanish”, “Contemporary”, “Craftsman”, and “Industrial”. The applicant has proposed a “Modern” style architecture that exhibits some characteristics of industrial influences. The building is comprised of a series of angled planes providing articulation to the overall building composition. The roof line includes a series of saw-tooth cornices that are the inspiration for project signage and landscape forms found elsewhere in the project. Elevation materials are comprised of brick, wood, glass, and stucco that support the chosen “Modern” style architecture. The proposed landscape plan features water efficient design and includes several different plant species across the project site. Hedges and trees will provide screening along all property lines and screening for the adjoining single-story residence to the north, west and south. In addition, all planting and irrigation shall comply with applicable water conservation limits.

- c) The project site is within the RM-18-D and anticipated Birch Specific Plan zoning district. Two driveways adjacent to Figueroa Street provide vehicle access to the project site and parking areas. There are no internal vehicular streets other than the minimal access into the parking garage. The site design creates a quality pedestrian atmosphere with a large parkway area in front of the building, access from the street, and internal pedestrian access throughout the proposed building. Due to the proximity of the project site to the Carson Street corridor, residents of the proposed project would be able to access the corridor via local sidewalks, promoting pedestrian-oriented and transit-oriented environment
- d) All signage associated with this project will comply with the Birch Specific Plan Specific Plan, and Municipal Code provisions and will be reviewed and approved by the Planning Division prior to building occupancy.
- e) The proposed multifamily residential condominium use and development will be compatible with the intended character of the area. The high quality design of the project in proximity to the Carson Street Mixed-Use District and the Metro transit station will further development of the transit-oriented development, and the continued revitalization of Carson Street.

Section 7. With respect to the Conditional Use Permit No. 1023-17, the Planning Commission finds that:

- a) The proposed multifamily residential condominium use and development will be compatible with proposed General Plan Land Use Designation of Urban Residential. The proposed Urban Residential land use designation is required to accommodate up to 65 dwelling units per acre. The project is consistent with General Plan policies.

- b) The project site is adequate in size, shape, topography, location, utilities, and other factors to accommodate the proposed use and development to accommodate for a 32-unit residential condominium project.
- c) The proposed development will have adequate street access from Figueroa Street, and also adequate capacity for parking and traffic. Two driveways adjacent to Figueroa Street provide vehicle access to the project site and parking areas. Parking will be completely screened from the public view. There are no internal vehicular streets other than the minimal access into the parking garage. The proposed project includes 73 parking spaces: 64 resident spaces and 9 guest parking spaces. In addition, the project site is accessible via local sidewalks to two transit lines. The site design creates a quality pedestrian atmosphere with a large parkway area in front of the building, access from the street, and internal pedestrian access throughout the proposed building. Due to the proximity of the project site to the Carson Street corridor, residents of the proposed project would be able to access the corridor via local sidewalks, promoting pedestrian-oriented and transit-oriented environment
- d) The County Fire Department has reviewed the proposed project and concludes that adequate water supply exists to meet current and anticipated fire suppression needs. The County Fire Department has imposed several conditions, which are incorporated in the Conditions of Approval for this project.
- e) The proposed multifamily residential condominium use and development will be compatible with the intended character of the area. The high quality design of the project in proximity to the Carson Street Mixed-Use District and the Metro transit station will further development of the transit-oriented development, and the continued revitalization of Carson Street.

Section 8. With respect to the General Plan Amendment 100-17, the Planning Commission finds that:

- a) State law requires compatibility/consistency between land use zoning classifications and the General Plan. Amending the General Plan land use designation from High Density to Urban Residential will be consistent and compatible with the existing multifamily and commercial uses in the surrounding areas of the subject site.
- b) The proposed General Plan Amendment is consistent with the General Plan goals and policies. The proposed project advances the General Plan's goals and policies related to land use, transportation, housing and economic development.
- c) The General Plan Amendment will ensure consistency between the Birch Specific Plan and the General Plan. The General Plan amendment will establish an Urban Residential" Land Use Designation for the Birch Specific Plan area to replace the Site's existing High Density Residential General Plan designations.

The Specific Plan is consistent with the General Plan Land Use Element goals, policies and objectives.

Section 9. With respect to the Zone Change 178-17, the Planning Commission finds that:

- a) The project includes a zone change application changing the existing zoning district from RM-18-D to Birch Specific Plan zoning district.
- b) A zone change, to be effectuated by ordinance changing the zoning of the Birch Specific Plan Area from RM-18-D to Birch Specific Plan zoning district (which zoning district shall have standards substantially in compliance with the Birch Specific Plan, attached hereto and incorporated herein by reference), is consistent with the General Plan, as amended pursuant to GPA 100-17. Where the Carson Zoning Ordinance regulations and/or development standards are inconsistent with Birch Specific Plan, the Birch Specific Plan standards and regulations shall prevail. The proposed "Birch Specific Plan" zone and Urban Residential General Plan Land Use designation will increase the residential density to allow up to 65 dwelling units per acre.
- c) The zone change from RM-18-D to Birch Specific Plan is compatible with the surrounding uses and compatible/consistent with a General Plan land use designation of Urban Residential upon approval of GPA 100-17.

Section 10. With respect to the Specific Plan (SP) No. 15-17, Birch Specific Plan, dated November 2018, which is available for public review at city website page: <http://ci.carson.ca.us/CommunityDevelopment/Birch.aspx>, and incorporated herein by reference (the "Plan"), the Planning Commission finds that:

- a) The Plan complies with the requirements of California Government Code Section 65451 in that the Plan does specify in detail:
 - i. The proposed distribution, location, extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses as described in the Plan;
 - ii. Standards and criteria by which development will proceed, and standards for the conservation, development and utilization of natural resources, where applicable;
 - iii. A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the project;
 - iv. A statement of the relationship of the Specific Plan to the General Plan.
- b) The Plan is consistent with the General Plan, as amended pursuant to GPA 100-17.
- c) The proposed project is consistent with and adheres to the Carson General Plan Urban Residential Land Use designation and adheres to the policies, goals



and objectives of the Birch Specific Plan. The proposed multifamily residential condominium development is consistent with development standards of the Birch Specific Plan. The proposed project will be a focal point along Figueroa Street and an example of high quality pedestrian and transit oriented development.

Section 11. With respect to the Tentative Tract Map (TTM) No. 76070-17, attached hereto as Exhibit 5 and incorporated into this Resolution by reference, the Planning Commission finds that all of the findings required pursuant to Carson Municipal Code Section 9203.14, to the extent applicable, can be made in the affirmative, and that the proposed tentative TTM 76070 can be substantiated, based on the following affirmations:

- a) TTM No. 76070 was reviewed by LA County Department of Public Works and resulted in the issuance of a letter dated October 24, 2018 determining that the proposed Tentative Tract Map meets the requirements of local ordinances and the State Subdivision Map Act and recommending conditions for the final map approval.
- b) The proposed subdivision, together with the provisions for its design and improvement, is consistent and compatible with the General Plan objectives, policies, general land uses, and programs, and proposed Birch Specific Plan. The proposed project advances the goals and policies related to land use, transportation, housing and economic development.
- c) None of the findings requiring denial pursuant to California Government Code Section 66474, can be made.
- d) The project site is suitable for proposed 32-unit residential condominium project. The proposed zone change, general plan amendment, and proposed Birch Specific Plan will accommodate for the proposed density of up to 65 units per acre. The design of the subdivision and project has incorporated project design features to reduce public health problems associated with close proximity to freeway. The project is an infill project, and will not create environmental damage. All environmental impacts to cultural resources, noise, and tribal cultural resources will be mitigated to existing conditions through the Mitigated Negative Declaration Mitigation Monitoring and Reporting Program. The project design of the subdivision will not conflict with existing easements on the project site.
- e) In accordance with Carson Municipal Code Section 9203.14 and Government Code 66474.6, as indicated in the Mitigated Negative Declaration for this project and the conditions of approval attached hereto as Exhibit "B" and incorporated herein by reference, the Planning Commission has determined that the discharge of waste from the proposed subdivision into an existing community sewer system will not result in violation of existing requirements prescribed by Los Angeles Regional Water Quality Control Board per Division 7 of the Water Code.

Section 12. The Planning Commission further finds that the proposed project, as mitigated pursuant to Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Project, which are available for public review at

<http://ci.carson.ca.us/CommunityDevelopment/Birch.aspx> and are incorporated into this Resolution by reference, will not have a significant effect on the environment.

Section 13. Based on the aforementioned findings, the Commission hereby approves Design Overlay Review (DOR) No. 1661-17, Conditional Use Permit (CUP) No. 1023-17, and Tentative Tract Map (TTM) 76070-17, with respect to the property described in Section 1 hereof, and recommends approval to City Council of General Plan Amendment (GPA) 100-17, Zone Change (ZCC) 178-17, Specific Plan (SP) 15-17, and Mitigated Negative Declaration, subject to the conditions set forth in Exhibit "B" attached hereto.

Section 14. The applicant has entered into a DIF/CFD agreement to annex into the CFD No. 2018-01 as well the payment of the Development Impact Fee (DIF), which can be found in Exhibit "C".

Section 15. The Secretary shall certify to the adoption of the Resolution and shall transmit copies of the same to the applicant.

Section 16. This action shall become final and effective fifteen days after the adoption of this Resolution and subject to approval of General Plan Amendment No. 100-17, Zone Change No. 178-17, Specific Plan No. 15-17 by the City Council unless within such time an appeal is filed with the City Clerk in accordance with the provisions of the Carson Municipal Code.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF FEBRUARY, 2019

CHAIRPERSON

ATTEST:

SECRETARY

SCHEDULE A

PART VI

6. The Tentative Map No. is a Subdivision of the land described as follows:

TRACT NO. 76070, BEING A SUBDIVISION OF LOT 41 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40, PAGE(S) 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE NORTH 165 FEET AND THAT PORTION OF SAID LAND LYING WEST OF THE WEST LINE OF THE EAST 235 FEET THEREOF AS GRANTED TO THE STATE OF CALIFORNIA IN BOOK 47490, PAGE 312 OF OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF SAID LAND AS GRANTED TO THE STATE OF CALIFORNIA IN THAT CERTAIN DEED RECORDED ON MARCH 30, 1960 AS INSTRUMENT NO. 2388 OF OFFICIAL RECORDS, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 165.00 FEET OF SAID LOT, DISTANT EASTERLY ALONG SAID SOUTH LINE 407.03 FEET FROM THE WEST LINE OF SAID LOT; THENCE SOUTHERLY IN A DIRECT LINE, TO A POINT ON THE SOUTH LINE OF SAID LOT, DISTANT EASTERLY ALONG SAID SOUTH LINE OF SAID LOT 405.73 FEET FROM THE SAID WEST LINE; THENCE WESTERLY ALONG SAID LAST MENTIONED SOUTH LINE 4.53 FEET TO THE WEST LINE OF THE EAST 235.00 FEET OF SAID LOT; THENCE NORTHERLY ALONG SAID LAST MENTIONED WEST LINE 165.00 FEET TO THE SAID SOUTH LINE OF THE NORTH 165.00 FEET; THENCE WESTERLY ALONG SAID LAST MENTIONED LINE, 5.78 FEET TO THE POINT OF BEGINNING.

APN: 7343-020-009; 7343-020-010

APN: 7343-020-009, 010

This legal description is for the sole purpose of this report and may not be considered for use in any policy of title insurance to be issued by this company; and is subject to change at any time. It is preparatory to the issuance of a Subdivision Guarantee and is intended solely for the use of those parties directly involved in the preparation and checking of said map.



CITY OF CARSON
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
EXHIBIT "B"

DESIGN OVERLAY REVIEW NO. 1661-17
CONDITIONAL USE PERMIT NO. 1023-17
TENTATIVE TRACT MAP NO. 76070-17
GENERAL PLAN AMENDMENT NO. 100-17
ZONE CHANGE NO. 178-17
SPECIFIC PLAN NO. 15-17

GENERAL CONDITIONS

1. The Developer shall enter into an Agreement for Development Impact Fees and Community Facilities District participation with the City and shall comply with all its requirements. In accordance with this agreement, Developer shall be responsible for payment of one-time impact fees of \$10,000/dwelling unit. The Project contemplates a 32-unit residential condominium project. Based on the number of proposed dwelling units of the Project, Developer will be responsible for development impact fees in the amount of \$320,000 (DIF Amount), provided that if the Project increases or decreases in size, the DIF Amount will be adjusted accordingly at the same rate. No building permits shall be issued prior to the full payment of the DIF Amount.
2. City adopted CFD 2018-01 to finance the ongoing costs of the following: law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible impacts of the Project within the CFD (the CFD Services). Developer has agreed to and shall participate in the CFD No 2018-01 for these purpose so as to offset the ongoing impacts of the Project (the CFD Benefits), in accordance with the CFD Cost Allocation attached as Exhibit "A" to the Agreement For Development Impact Fees And Community Facilities District Participation, subject to each of the following:
3. Development project approval shall become null and void **two years** following the effective date of application approval unless a building permit is issued and construction is commenced and diligently pursued toward completion or a time extension has been approved by the Planning Commission. This Permit does not supersede an individual time limits specified herein for performance of specific conditions or improvements.
4. 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.

5. 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.
6. The applicant shall comply with all city, county, state and federal regulations applicable to this project.
7. 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.
8. 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.
9. Precedence of Conditions. If any of the Conditions of Approval alter a commitment made by the applicant in another document, the conditions enumerated herein shall take precedence unless superseded by a Development Agreement, which shall govern over any conflicting provisions of any other approval.
10. City Approvals. All approvals by City, unless otherwise specified, shall be by the department head of the department requiring the condition. All agreements, covenants, easements, deposits and other documents required herein where City is a party shall be in a form approved by the City Attorney. The Developer shall pay the cost for review and approval of such agreements and deposit necessary funds pursuant to a deposit agreement.
11. **Covenant, Conditions, and Restrictions (CC&Rs). Covenants, Conditions and Restrictions (CC&Rs) shall be established for the project. The applicant or successor in interest shall pay for the cost of review and approval of the CC&Rs by the City Attorney. The CC&Rs shall provide for proper maintenance of the property and include other necessary conditions to carry out the terms herein, and shall be enforceable by the City, and recorded prior to development of any parcels.**
12. Deposit Account. A trust deposit account shall be established for all deposits and fees required in all applicable conditions of approval of the project. The trust deposit shall be maintained with no deficits. The trust deposit shall be governed by a deposit agreement. The trust deposit account shall be maintained separate from other City funds and shall be non-interest bearing. City may make demands for additional deposits to cover all expenses over a period of 60 days and funds shall be deposited within 10 days of the request therefore, or work may cease on the Project.
13. Indemnification. The applicant, the owner, tenant(s), and their subsequent successors (Parties) agree to 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, or in any way related to any damage or harm to people or property,

real and personal, that may result from Property Owner(s), operations or any claims against the City for or as a result of the granting of the continuance. The City will promptly notify the Parties of any such claim, action, or proceeding against the City and Parties will pay the City's associated legal costs and will advance funds assessed by the City 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 Parties' 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. Parties shall provide a deposit in the amount of 100% of the City's estimate, in its sole and absolute discretion, of the cost of litigation, including the cost of any award of attorney's fees, and shall make additional deposits as requested by the City to keep the deposit at such level. The City may ask for further security in the form of a deed of trust to land of equivalent value. If Parties fails to provide or maintain the deposit, the City may abandon the action and Parties shall pay all costs resulting therefrom and the City shall have no liability to Parties.

14. After project's entitlement approval, the applicant shall pay all applicable departmental fees. Fees shall be paid at the rate established by resolution of the City Council.
15. The applicant shall pay the Park and Recreation Fee pursuant to CMC Section 9207.19 Quimby fee prior to recordation of final map, or prior to issuance of building permit, whichever comes first.
16. This action shall become final and effective fifteen days after the adoption of this Resolution and subject to approval of General Plan Amendment No. 100-17, Zone Change No. 178-17, Specific Plan No. 15-17 by the City Council unless within such time an appeal is filed with the City Clerk in accordance with the provisions of the Carson Municipal Code.

SPECIAL CONDITIONS

17. **Applicant shall make commercially best efforts to provide operable windows on west façade/elevation to be used for egress only. Windows to be hardwired to trigger fire alarm when opened.**
18. **Prior to issuance of final certificate of occupancy, install building filtration systems with Minimum Efficiency Reporting Value (MERV) 13 or better in all dwelling units.**
 - a) **The project's CC&Rs shall include a clause that requires residents to operate and maintain their HVAC systems, including MERV filters, to manufacturer's specifications. Future residents will be made aware of this requirement prior to purchasing their condominium during the escrow/disclosures process. Thus, the requirements to maintain the MERV filter system, as well as costs associated with such maintenance requirements, will be disclosed early on and should not be surprising to residents.**

- b) The disclosure shall include the following:
- 1) Disclose the potential health impacts to prospective residents from living in a close proximity of I-110 and the reduced effectiveness of air filtration system when windows are open and/or when residents are outdoor (e.g., in the common usable open space areas);
 - 2) Identify the responsible implementing and enforcement agency such as the Home Owners Association (HOA) to ensure that enhanced filtration units are inspected regularly;
 - 3) Provide information to residents on where the MERV filters can be purchased;
 - 4) Disclose the potential increase in energy costs for running the HVAC system to prospective residents;
 - 5) Provide recommended schedules (e.g., once a year or every 6 months) for replacing the enhanced filtration units to prospective residents;
 - 6) Identify the responsible entity such as residents themselves, Homeowner's Association, or property management for ensuring enhanced filtration units are replaced on time, if appropriate and feasible (if residents should be responsible for the periodic and regular purchase and replacement of the enhanced filtration units, the Lead Agency should include this information in the disclosure form);
 - 7) Identify, provide, and disclose any ongoing cost sharing strategies, if any, for the purchase and replacement of the enhanced filtration units;

19. Prior to issuance of the building permit, the applicant shall provide community benefits as determined and approved by the Planning Division including a \$36,000 contribution to the City, and proposed amenities such as bike rack, bench, public open space, and art.

20. Within 48 hours from the City Council action, the applicant shall make any necessary revisions to the Specific Plan as required by the Conditions of approval and Government Code Section 65451 and submit to Planning Division for review and approval. No permits shall be issued until the Specific Plan is finalized as required by this Condition of Approval. The following changes shall be made to the Specific Plan for these purposes:

a) The residential density allowed shall be limited to 45 units per acre.

AESTHETICS

21. Texture treatment shall be incorporated into building facades, subject to the Planning Division approval.
22. There shall be no deviation of architectural design or details from the approved set of plans. Any alteration shall be first approved by the Planning Division.
23. Down spouts shall be interior to the structure or architecturally integrated into the structure to the satisfaction of the Planning Division.

24. Any roof-mounted equipment shall be screened to the satisfaction of the Planning Division.
25. Prior to Issuance of Building Permit, the specification of all colors and materials must be submitted and approved by the Planning Division.

CONDOMINIUMS

26. The condominium project shall conform to all the development standards as outlined in Section 9128.15 of the Zoning Ordinance, unless otherwise provided for in this approval.
27. The multi-family project shall conform to all the development standards as outlined in Section 9305 of the Zoning Ordinance, unless otherwise provided for in this approval.
28. The Declaration of Covenants, Conditions and Restrictions shall be provided for as outlined in Section 9128.17 of the Zoning Ordinance and submitted to the Planning Division for review and approval. The CC&Rs shall contain statements that the project will be in compliance with city, county and state regulations. The CC&Rs shall ensure proper maintenance of the common areas by a professional management agency. All Conditions of Approval shall be included within the CC&Rs. No changes to the approved CC&Rs shall be made without the City's consent. The CC&Rs shall be recorded concurrently with the map (condominiums).
29. All ground-mounted equipment including air conditioners and transformers shall be screened from public view.
30. All Conditions of Approval shall be contained within the CC&Rs.
31. The CC&Rs shall include language that prohibits the Homeowners Association (HOA) from ceasing professional property management without obtaining City of Carson City Council approval.

Prior to occupancy of any unit

32. The applicant shall provide a final City Attorney approved copy of the CC&Rs to the Planning Division.

ENVIRONMENTAL

33. **Prior to issuance of grading permit and building permit, a revised mitigation monitoring program matrix/spreadsheet shall be submitted to the City, as applicable, for review and compliance with the mitigation measures for Birch Specific Plan Mitigated Negative Declaration dated June 2018.**
34. **Prior to Certificate of Occupancy, the project shall demonstrate compliance with all applicable mitigation measures in the Mitigation Monitoring and Reporting Program for Birch Specific Plan dated June 2018. A final mitigation monitoring matrix/spreadsheet shall be submitted to the City.**

LANDSCAPE/IRRIGATION

35. Comply with the provisions of the Los Angeles County Green Building Code Section "Water Efficient Landscaping."
36. Landscaping shall be provided with a permanently installed, automatic irrigation system and operated by an electrically-timed controller station set for early morning or late evening irrigation.
37. Installation of 6" x 6" concrete curbs are required around all landscaped planter areas, except for areas determined by National Pollutant Discharge Elimination System (NPDES) permit or other applicable condition of approval that requires certain landscaped areas to remain clear of concrete curbs for more efficient storm water runoff flow and percolation. Revised landscaping and irrigation plans shall be reviewed and approved by the Planning Division should subsequent modifications be required by other concerned agencies regarding the removal of concrete curbs.
38. Installation, maintenance, and repair of all landscaping shall be the responsibility of the property owner.
39. The proposed irrigation system shall include best water conservation practices.
40. Incorporate additional landscaping to screen and block specific project areas that could be subject to graffiti as determined by the Planning Division.
41. Provide greenscreens on the west and north elevations, subject to the Planning Division approval.

LIGHTING

42. All exterior lighting shall be provided in compliance with the standards pursuant to Section 9127.1 of the Zoning Ordinance.
43. Such lights are to be directed on-site in such a manner as to not create a nuisance or hazard to adjacent street and properties, subject to the approval of the Planning Division.

PARKING

44. All parking areas and driveways shall remain clear. No encroachment into parking areas and/or driveways shall be permitted.

SIGNS

45. Prior to Certificate of Occupancy for the first retail tenant, a Sign Program amendment for the Specific Plan shall be submitted and approved by the Planning Division. Sign Program shall provide the minimum and maximum letter sizes, sign area allowances, and locations for each sign type.

TRASH

46. Trash collection shall comply with the requirements of the City's trash collection company.
47. Recycling areas shall be provided in accordance with Sections 9164.4 and 9164.5 of the Zoning Ordinance. The number and size of recycling facilities are subject to the Planning Division.

UTILITIES

48. All utilities and aboveground equipment shall be constructed and located pursuant to Section 9126.8 of the Zoning Ordinance, unless otherwise provided for in these conditions.
49. Public utility easements shall be provided in the locations as required by all utility companies with easements free and clear of obstructions, and electrical utilities shall be installed underground.
50. The applicant shall remove at his/her own expense any obstructions within the utility easements that would interfere with the use for which the easements are intended.
51. Any aboveground utility cabinet or equipment cabinet shall be screened from the public right-of-way by a decorative block wall or landscaping, to the satisfaction of the Planning Division.

CITY OF CARSON, PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES DIVISION

General Conditions

52. The Developer shall submit a copy of approved Grading plans on bond paper to the City of Carson – Engineering Division, prior to issuance of grading permits.
53. The Developer shall submit an electronic copy of approved plans (such as, Sewer, Street, and/or Storm Drain Improvements, whichever applies), to the City of Carson – Engineering Division, prior to issuance of permit by Engineering Division.
54. Any existing off-site improvements damaged during the construction shall be removed and reconstructed per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
55. Proof of Worker's Compensation and Liability Insurance shall be submitted to the city prior to issuance of permit by Engineering Division.
56. Construction bond for all work to be done within the public right of way shall be submitted and approved by Engineering Division prior to approval of the Final Map.
57. The Developer shall install separate sewer laterals to individually serve each building in the development. Installation and dedication of main line sewers may be necessary to meet this requirement.

58. Drainage/Grading plan prepared by a registered Civil Engineer, to the satisfaction by the County of Los Angeles, Department of Public Works.
59. The Developer shall send a print of the development map to the County Sanitation District, to request for annexation. The request for annexation must be approved prior to Final Map approval.

Prior to Issuance of Building Permit

60. Final Map shall be recorded.
61. The Developer shall submit improvement plans to the Engineering Division showing all the required improvements in the public right of way for review and approval of the City Engineer. A copy of approved conditions of approval shall be attached to the plans when submitted.
 - a. Street Improvements (if any) along Figueroa Street
62. Off-site improvements (eg. driveways, sidewalk, parkway drains, trees, curb/gutter etc) shown on the grading plans must provide a concurrent submittal to City of Carson Engineering Division. Off-site improvements may be shown on a separate set of street improvement plans. Prior to issuance of Grading permit, developer shall obtain clearance from City of Carson Engineering Division.
63. All existing overhead utility lines 12 kilovolts and less along Figueroa Street shall be underground to the satisfaction of the City Engineer. Alternatively, in the City Engineer's discretion, the City may accept an in-lieu fee in an amount determined by the City Engineer to be sufficient to cover the costs of such undergrounding provided the applicant deposits the full amount of the deposit of the in-lieu fee before issuance of Building Permits. Undergrounding estimate shall be prepared by Southern California Edison and shall be submitted to the City Engineer for his determination.

Prior to Issuance of Certificate of Occupancy

64. The Developer shall comply with all requirements from L.A. County Sewer Maintenance Division for maintenance of new and/or existing sewer main, relating to this development, prior to release of all improvement bonds.
65. The Developer shall construct and guarantee the construction of all required drainage infrastructures in accordance with the requirements and recommendations of the hydrology study, subject to the approval of the City Engineer.
66. Repair any broken or raised/sagged sidewalk, curb and gutter within the public right of way along Figueroa Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
67. Fill in any missing sidewalk within the public right of way along Figueroa Street abutting this proposed development

68. Remove and replace any broken/damaged driveway approach within the public right of way along Figueroa Street abutting this proposed development per City of Carson PW Standard Drawings and to the satisfaction of the City Engineer.
69. The Developer shall modify existing driveways within the public right of way along Figueroa Street abutting this proposed development per City of Carson PW Standard Drawings to comply with the ADA requirements and to the satisfaction of the City Engineer.
70. Install irrigation system for the purpose of maintaining the parkway trees to be planted within the public right of way along Figueroa Street abutting this proposed development.
71. Comply with any additional requirements, if any, as means of mitigating any traffic impacts as identified in the traffic study approved by the City Traffic Engineer.
72. Install striping and pavement legend per City of Carson PW Standard Drawings.
73. Paint Curbs Red along Figueroa Street within or abutting this proposed development. Plans showing the proposed red curbs shall be submitted to the Traffic Engineer for review and approval.
74. If needed, easements shall be granted to the City, appropriate agency, or entity for the purpose of ingress, egress, construction, and maintenance of all infrastructures constructed and handicap access for this development to the satisfaction of the City Engineer and or appropriate agency or entity.
75. Streets abutting the development, shall be slurry sealed from curb-to-curb or from median-to-curb or as approved by the City Engineer. Slurry Seal materials shall be rubberized emulsion aggregate slurry (REAS). Developer may pay a fee in-lieu of application of Slurry Seal. (\$0.45 per square foot \$1,350.00 minimum fee for first location up to 3,000 square feet).
76. All infrastructures necessary to serve the proposed development (water, sewer, storm drain, and street improvements) shall be in operation prior to the issuance of Certificate of Occupancy.

**CITY OF CARSON, PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES
DIVISION – STORMWATER/NPDES UNIT**

Prior to Issuance of Building Permit

77. Per City of Carson ordinance 5809 developer shall comply with all applicable Low Impact Development (LID) requirements and shall include Best Management Practices necessary to control storm water pollution from construction activities and facility operations to the satisfaction of the City Engineer.
78. If applicable, developer shall provide a copy of an approved SWPPP stamped by Los Angeles County Building and Safety Division along with WDID number.

79. If applicable, developer shall provide contact information of the Qualified Storm Water Developer (QSD) and/or Qualified SWPPP (Storm Water Pollution Prevention Plan) Developer (QSP) of the site.
80. Developer shall submit digital copies of LID/NPDES/Grading Plans concurrently to City of Carson, Engineering Services Department and Los Angeles County Building & Safety Division.
81. Developer shall complete, sign and return the *Stormwater Planning Program LID Plan Checklist* form and return to City of Carson Engineering Services Division.
82. Developer shall complete and return the ***BMP Reporting Template*** spreadsheet.

Prior to Issuance of Certificate of Occupancy

83. For any structural and/or treatment control device installed. Developer shall record a maintenance covenant pursuant to Section 106.4.3 of the County of Los Angeles Building Code and title 12, Chapter 12.80 of the Los Angeles County Code relating to the control of pollutants carried by storm water runoff. In addition, an exhibit shall be attached to identify the location and maintenance information for any structural and/or treatment control device installed.
84. Covenant shall be reviewed and approved by the City Engineer prior to recordation with the Los Angeles County Registrar-Recorder/County Clerk.
85. RECORDATION is the responsibility of the Developer. Provide a copy of the recorded covenant agreement to City Engineer
86. Inspection will be conducted once a year after all Post Construction Best Management Practices (BMP) are constructed.

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

87. The owner/applicant shall comply with LA County Department of Public Works letter dated October 24, 2018, regarding recommended conditions for final map approval for proposed Tentative Tract Map No. 76070.

LOS ANGELES COUNTY PUBLIC WORKS – STREET LIGHTING SECTION

Conditions of Annexation

88. Provide business/property owners name, mailing address, site address, Assessor Parcel Number, and Parcel Boundaries in either Microstation or Auto CADD format of territory to be developed to Street Lighting Section.
89. Submit map of the proposed project including any roadways conditioned for streetlights to Street Lighting Section. Contact Street Lighting Section for map requirements and/or questions at (626) 300-4726.

The annexation and assessment balloting process takes approximately 12 months or more to complete once the above information is received and approved.

Therefore, untimely compliance with the above may result in delaying the approval of the street lighting plans.

Conditions of Acceptance for Street Light Transfer of Billing

90. The area must be annexed into the lighting district and all streetlights in the project, or the approved phase of the project, must be constructed according to Public Works approved plans. The contractor shall submit one complete set of "as-built" plans. The lighting district can assume the responsibility for the operation and maintenance of the streetlights by July 1st of any given year, provided the above conditions are met, all streetlights in the project, or approved project phase, have been constructed per Public Works approved plan and energized and the owner/developer has requested a transfer of billing at least by January 1st of the previous year. The transfer of billing could be delayed one or more years if the above conditions are not met. The lighting district cannot pay for the operation and maintenance of streetlights located within gated communities.

FIRE DEPARTMENT

Prior to Issuance of Building Permit

91. Fire Department apparatus access shall be extended to within 150 feet of all portions of the exterior walls of any future buildings or structures.
92. Provide a minimum unobstructed width of 28 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance "clear to sky" Fire Department vehicular access to within 150 feet of all portions of the exterior walls of the first story of the building, as measured by an approved route around the exterior of the building when the height of the building above the lowest level of the Fire Department vehicular access road is more than 30 feet high, or the building is more than three stories. The access roadway shall be located a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official. Fire Code 503.1.1 and 503.2.2 Cross hatch the Fire Department vehicular access on the site plan and clearly depict the required width.
93. All proposed driveways within the development shall provide approved street names and signs. All future buildings shall provide approved address numbers. Compliance required prior to occupancy to the satisfaction of the City of Carson Department of Public Works and the County of Los Angeles Fire Code.
94. All on-site Fire Department vehicular access roads shall be labeled as "Private Driveway and Fire Lane" on the site plan along with the widths clearly depicted on the plan. Labeling is necessary to assure the access availability for Fire Department use. The designation allows for appropriate signage prohibiting parking.
95. Fire Department vehicular access roads shall be installed and maintained in a serviceable manner prior to and during the time of construction. Fire Code 501.4

96. All fire lanes shall be clear of all encroachments, and shall be maintained in accordance with the Title 32, County of Los Angeles Fire Code.
97. The Fire Apparatus Access Roads and designated fire lanes shall be measured from flow line to flow line.
98. The dimensions of the approved Fire Apparatus Access Roads shall be maintained as originally approved by the fire code official. Fire Code 503.2.2.1
99. Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved Fire Department turnaround. Fire Code 503.2.5.
100. Provide approved signs or other approved notices or markings that include the words "NO PARKING - FIRE LANE". Signs shall have a minimum dimension of 12 inches wide by 18 inches high and have red letters on a white reflective background. Signs shall be provided for fire apparatus access roads, to clearly indicate the entrance to such road, or prohibit the obstruction thereof and at intervals, as required by the Fire Inspector. Fire Code 503.3
101. A minimum 5 foot wide approved firefighter access walkway leading from the fire department access road to all required openings in the building's exterior walls shall be provided for firefighting and rescue purposes. Fire Code 504.1
102. Approved building address numbers, building numbers or approved building identification shall be provided and maintained so as to be plainly visible and legible from the street fronting the property. The numbers shall contrast with their background, be Arabic numerals or alphabet letters, and be a minimum of 4 inches high with a minimum stroke width of 0.5 inch. Fire Code 505.1
103. Multiple residential buildings having entrances to individual units not visible from the street or road shall have unit numbers displayed in groups for all units within each structure. Such numbers may be grouped on the wall of the structure or mounted on a post independent of the structure and shall be positioned to be plainly visible from the street or road as required by Fire Code 505.3 and in accordance with Fire Code 505.1.
104. The Final Map shall be submitted to the County of Los Angeles Fire Department Fire Prevention Land Development Unit for review and approval prior recordation.

Water System Requirements

105. All hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, conforming to current AWWA standard C503 or approved equal.
106. The required fire flow for fire hydrants at this location is 3000 gpm, at 20 psi residual pressure, for a duration of 3 hours over and above maximum daily domestic demand. Fire Code 507.3 and Appendix B105.1
107. All fire hydrants shall measure 6" x 4" x 2-1/2", brass or bronze, conforming to American Water Works Association Standard C503, or approved equal, and shall be installed in accordance with the County of Los Angeles Fire Department Regulation 8.

108. Vehicular access must be provided and maintained serviceable throughout construction to all required fire hydrants. All required fire hydrants shall be installed, tested, and accepted prior to construction.
109. Parking shall be restricted 30 feet adjacent to any required public fire hydrant, 15 feet on each side measured from the center of the fire hydrant. Adequate signage and/or stripping shall be required prior to occupancy.
110. All required public fire hydrants shall be installed, tested and accepted prior to beginning construction. Fire Code 501.4

BUSINESS LICENSE DEPARTMENT – CITY OF CARSON

111. All parties involved in the subject project including to but not limited to contractors and subcontractors are required to obtain a city business license per Section 6310 of the Carson Municipal Code.

AGREEMENT FOR DEVELOPMENT IMPACT FEES AND COMMUNITY FACILITIES DISTRICT PARTICIPATION

THIS AGREEMENT (“Agreement”) is executed this _____ day of _____, 2018 (the “Effective Date”), by and between the **CITY OF CARSON**, a California municipal corporation (“City”), and **REAL QUEST HOLDING, LLC**, a California limited liability company (“Real Quest”), whose principal place of business is 3129 South Hacienda Boulevard, Suite 649, Hacienda Heights, CA 91745. City and Real Quest may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

WHEREAS, Developer wishes to demolish approximately 6,200 square feet of existing residential buildings and roughly 5,850 square feet of pavement on the project site to construct a three story condominium project consisting of 32 residential condominiums units with on-grade parking, landscaping, and other associated improvements, to be known as the Birch Specific Plan (the “Project”), located at 21809-21811 South Figueroa Street, Assessor’s Parcel Numbers 7343-020-009 and 7343-020-010 (the “Property”) in the RM (Residential Multiple Dwelling) zone; and

WHEREAS, on June 5, 2017, Developer submitted a development permit application for the Project, which due to its size and complexity includes a review of a General Plan Amendment, Specific Plan, Conditional Use Permit, Site Plan and Design Review, Tentative Tract Map and Zone Change; and

WHEREAS, the City is a low property tax based City, and therefore new development within the City exacerbates the current strain on the City’s general fund budget to provide basic services; and

WHEREAS, the City has determined that it is in the best interest of the public health, safety and welfare to consider and implement the formation of one or more Community Facilities District(s) (“CFD”) to help address current fiscal strains and ongoing budgetary deficits to better prepare the City for future high density growth as a result of new developments; and

WHEREAS, on October 24, 2018 the City deemed Developer’s application complete, subject to certain conditions and, at the election of the Developer, has decided to do the following: (i) enter into this Agreement, including that Real Quest will pay a one-time Development Impact Fee (the “DIF”), and (ii) agreed to form, fund, and participate in a CFD, or annex into a Citywide CFD(s) to pay for ongoing costs associated with the Project related to law enforcement, street maintenance, landscape maintenance, street sweeping, and all other impacts of the Project; and

WHEREAS, Developer now wishes to satisfy one of these conditions, by entering into this Agreement with the City; and

WHEREAS, in accordance with the City’s policy regarding use of the Mello-Roos Community Facilities Act of 1982, the City Council may consider the use of a CFD to provide financing for public services and maintenance costs that are (i) necessary for the public health, safety and welfare, and (ii) would otherwise be paid for from the general fund of the City; and

WHEREAS, this Agreement furthers Goal ED-4 of the General Plan, to “[m]aintain and increase net fiscal gains to the City”; and

WHEREAS, this Agreement furthers Goal TI-2 of the General Plan, to “[p]rovide a sustainable, safe, convenient and cost -effective circulation system to serve the present and future transportation needs of the Carson community”; and

WHEREAS, this Agreement furthers Goal TI-7 of the General Plan, to “[p]rovide improved aesthetic enhancements to and maintenance of the City’s transportation corridors”; and

WHEREAS, this Agreement further Goal H-2 of the General Plan, the “[m]aintenance and enhancement of neighborhood quality”; and

WHEREAS, this Agreement furthers Goal SAF-6, to “[s]trive to provide a safe place to live, work and play for Carson residents and visitors”; and

WHEREAS, Real Quest entered into a reimbursement agreement with City on June 5, 2017 (the “Reimbursement Agreement”), pursuant to which Real Quest agreed to reimburse the City for “all reasonable costs and fees” related to the Project, including staff time, attorneys’ fees, consultant fees, and any other administrative costs related to the Project, this Agreement, the formation and administration of the CFD(s) and any other administrative or legal costs incurred by the City to effect the Project; and

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **Real Quest Responsibility for Condominium Fee and DIF Amounts.** Real Quest shall be responsible for payment of one-time impact fees of \$10,000/condominium dwelling unit. The Project contemplates a three story condominium project consisting of 32 residential condominiums units. Based on the number of condominium dwelling units of the Project, Real Quest will be responsible for development impact fees in the amount of \$320,000 (the “DIF Amount”), provided, that if the Project increases or decreases in size, then the DIF Amount will be adjusted accordingly at the same rate. Real Quest shall submit payment of the DIF Amount prior to the issuance of building permits. No building permits shall be issued prior to the full payment of the DIF Amount.

2.1 **Allocation of DIF; Interest on Deposit.** Any amounts deposited by Real Quest shall be used by the City to pay for increased accumulative impacts due to the Project on the City’s infrastructure, including but not limited to, any or all of the following: Traffic and circulation (roads, sidewalks, and signals); Public Safety (Fire and Sheriff’s stations); Parks and open space (park land/improvements and trails and bikeways); Library; Noise (sound walls); Flood control and stormwater. Interest accruing upon any such deposit shall inure to and be created for the benefit of the City.

3. **CFD Formation and Participation**



3.1 **Citywide CFD(s).** City’s intention is to form one or more citywide CFDs to finance the ongoing costs of the following: law enforcement, street and sidewalk maintenance, landscape maintenance, street sweeping and sidewalk cleaning, and other eligible maintenance and service costs of properties within the City (the “Master CFD(s)”). On September 18, 2018, the City initiated the process to form the Master CFD(s) by adopting the Resolution No. 18-083, a resolution of intention to establish the City of Carson Community Facilities District No. 2018-01 (Maintenance and Services). On November 7, 2018, a special election was held to consider the formation of the Master CFD(s). Upon landowner approval, the City of Carson Community Facilities District No. 2018-01 (Maintenance and Services) was subsequently formed on November 7, 2018 with the adoption of Resolution No. 18-119 as the Master CFD(s).

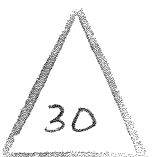
3.2 **CFD for the Property.** It is possible that, prior to or after forming any applicable Master CFD(s), the City may form a CFD(s) exclusive to the Property (the “Property CFD(s)”).

3.3 **Inclusion of Property in CFDs.** By entering into this Agreement, Real Quest has agreed that the Property shall be subject to Special Assessments, whether administered through the Property CFD(s) or the Master CFD(s) (the “Property’s Special Assessment”). It is possible that the Property CFD(s) is formed first and that, subsequently, one or more CFDs are formed, some or all of which may include the Property as a “Zone” within the CFDs. Notwithstanding the eventual structure of these various CFDs, Real Quest agrees that it will consent, as necessary to implement the intent of this Agreement, to the formation of the Property CFD(s) and to the annexation of the Property into the Master CFD(s) or Property CFD(s) which include one or more of the specific categories of maintenance and services listed on Exhibit “A” (the Exhibit “A” Costs). Notwithstanding any other provision of this Agreement, Real Quest’s commitment under this Section 3.3 is limited by and subject to the following, all of which shall be reflected in the formation documents of any applicable CFD:

a. Irrespective of the Special Assessment rates and amounts applied to other properties within the Master CFD(s), the Property’s Special Assessment shall be limited to those expenses and categories of maintenance and services listed on Exhibit “A” (i.e, Landscape Maintenance, Street Sweeping and Sidewalk Cleaning and Maintenance, Sheriff Service, and Street Maintenance).

b. The rate and allocation of the Property’s Special Assessment shall be based solely on the cost to satisfy the Exhibit “A” Costs.

c. On an annual basis, the Property’s Special Assessment shall not exceed the dollar amount of the Exhibit “A” Costs shown on Exhibit “A,” subject only to periodic



adjustments to offset the rising cost of providing the CFD Services (the “Periodic Adjustments”). The Periodic Adjustment for Sheriff Service shall be based upon actual costs. With respect to all other costs, under no circumstances shall a Periodic Adjustment be greater than the corresponding annual percentage change, if any, in the annual Consumer Price Index for All Urban Consumers for the Los Angeles Area. The Periodic Adjustments shall assume the starting month and year for the first Periodic Adjustment to be the date of the formation of the CFD.

d. Maintenance and service work performed by any CFD(s), including the Master CFDs, shall not encroach upon the Property, impact the use or development of the Property, or in any way limit the applicant’s right to complete the Project.

e. The Property shall be exempt from future participation in any CFD which is not within the scope of this Agreement or any other assessment district or equivalent district formed by the City in the future to address impacts of the Project.

3.4 Real Quest’s Responsibility Relative to Formation of CFDs. Real Quest shall participate, without unreasonable delay, in CFD formation proceedings as needed to implement this Agreement. Unreasonable delay includes but is not limited to failure to attend duly noticed public hearings to annex the Project property in a CFD(s), and failure to cooperate with City on scheduling and attendance of said hearings. A delay of 6 months from the date of a duly noticed public hearing to annex the Project property into a CFD(s) will constitute a rebuttable presumption that Real Quest is unreasonably delaying the proceedings, but only if Real Quest is the sole cause of the entirety of that delay.

3.5 Costs of CFD Formation. Consistent with but not limited by the Reimbursement Agreement, Real Quest shall reimburse City for all costs related to the formation, annexation, and administration of the CFD(s) as it relates to the Project, including but not limited to consultant and engineering costs, staff time, and attorneys’ fees, as deemed necessary by the City in order to effect the CFD(s) and ensure proper annexation of the Property into the CFD(s). Real Quest shall only be responsible for its pro rata share of the costs related to the formation, annexation, and administration of a citywide CFD(s).

3.6 Periodic CFD Deposits. If, at the time of issuance of the Project’s Certificate of Occupancy, the Property has not annexed into the applicable CFD, Real Quest shall make a good faith deposit to the City in an amount equivalent to three years of the Property’s Special Assessment, subject to the provisions of Section 3.3 above (the “CFD Deposit”). Once the applicable CFD(s) is formed and the Property is annexed into the CFD(s), a pro rata portion of the CFD Deposit will be refunded to Real Quest. Real Quest shall continue to make good faith CFD Deposits in 3-year increments until the applicable CFD(s) is



formed, for a maximum of four 3-year terms. Interest accruing upon any such deposits shall inure to and be created for the benefit of the City.

4. **Default by Real Quest; Remedies.**

4.1 Real Quest shall be responsible for complying with all the provisions of this Agreement. In the event that City must enforce any of the provisions of this Agreement:

a. City shall give notice to Real Quest of any default and the reasons for such default. The notice shall include a reasonable timeframe in which Real Quest may cure the default.

b. Upon Real Quest's failure to cure the default within the time provided in the notice of default:

(i) The City may immediately issue a stop-work order on the Project and may take such further action as the City deems appropriate, including denial, suspension, or revocation of Real Quest's permits and/or land use entitlements; and

(ii) The City may seek judicial enforcement of any provision of this Agreement, including but not limited to, recovering amounts payable to City as DIF or CFD Assessment, and obtaining specific performance.

4.2 **Damages in Lieu of Meeting the Condition.**

Real Quest acknowledges the condition of forming or annexing the Property into the applicable CFD(s) is a voluntary act and hereby agrees an alternative method to mitigate the additional impact on public services and maintenance costs within the City due to its Project. Given the foregoing, it may be extremely difficult or impractical to determine the actual damages if, for whatever reason, some or all of the Project is completed and the Property is not annexed into the applicable CFD(s). In the event that annexation does not occur, Real Quest shall pay to the City the sum of One Million Thirty Thousand Two Hundred Forty Seven Dollars (\$1,030,247), less any Property Special Assessment previously paid, which is the amount the applicable CFD(s) would generate from the Property, for the benefit of City, to mitigate the City's additional public services and maintenance costs over a 50-year period.

4.3 [Reserved]

4.4 **Code Enforcement.** This section will not be interpreted to curtail any of the City's remedies at law or equity against Real Quest for any violation of its codes in their use of the facility, nor shall it be interpreted as a waiver of any defense of Real Quest.

5. **Additional Taxes, Fee, and Charges.** Except as provided in Section 3.2(d) above, Real Quest shall pay all normal and customary fees and charges applicable to all permits necessary

for the Project, and any taxes, fees, and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

6. **Term.** This Agreement shall remain in effect for a period of twelve years from the Effective Date or from the full and final conclusion (including any potential appeals) of any litigation arising from or connected to the City's approval of the application.

7. **Indemnification.**

7.1 Indemnification and Hold Harmless.

a. Non-liability of City. The Parties acknowledge that there may be challenges to the legality, validity, and adequacy of this Agreement in the future; and if successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project.

b. Participation in Litigation: Indemnity. Real Quest agrees to indemnify, protect, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement, and any and all discretionary acts by the City (including but not limited to entering into a development agreement with Real Quest) or entitlements relating to the Project (including, but not limited to, reasonable attorneys' fees and costs) (herein the "Claims and Liabilities") whether such Claims and Liabilities arise out of planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City and/or related parties, upon City's notification to Real Quest of the pendency of a claim or suit, Real Quest shall make a minimum deposit sufficient to pay all of Real Quest's indemnification obligations for the following 90 days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the City. Real Quest shall make deposits required under this section within 5 days of the City's written request. At no point during the pendency of such claim or suit, shall the minimum balance of the deposit fall below Fifteen Thousand Dollars (\$15,000).

If Real Quest fails to timely pay such funds, the City may abandon the action without liability to Real Quest and may recover from Real Quest any attorneys' fees and other costs for which the City may be liable as a result of abandonment of the action. It is expressly agreed that the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. Real Quest's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with Real Quest in the defense of any matter in which Real Quest is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, including its

inherent right to abandon or to settle any litigation brought against it in its sole and absolute discretion.

c. Exception. The obligations of Real Quest under this Section shall not apply to any claims, actions, or proceedings arising through the sole negligence or willful misconduct of the City, its members, officers, or employees.

d. Effect if Project Terminated. If, as a result of any legal challenge, the development of the Project is fully terminated, after full accounting of all outstanding invoices of consultants, attorneys and city staff time, all unused funds on deposit with the City shall be refunded to Real Quest upon written request by Real Quest. If the Project is subsequently allowed to start during the term of this Agreement, the refunded funds shall be returned to the City and this Agreement shall be enforced in full effect, prior to the issuance of any building permits.

7.2 Period of Indemnification. The obligations for indemnity under this Section 7 shall begin upon the Effective Date and, for those claims filed before termination, shall survive termination of this Agreement.

8. **Relationship Between the Parties.** The Parties hereby mutually agree that this Agreement shall not operate to create the relationship of partnership, joint venture, or agency between City and Real Quest. Nothing herein shall be deemed to make Real Quest an agent of City.

9. **Authority to Enter Agreement.** Real Quest hereby warrants that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

10. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Carson
701 East Carson Street
Carson, California 90745
Attn: Saied Naaseh, Community Development Director

Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave. Suite 1700
Irvine, CA 92612
Fax: 949-223-1180
email: ssoltani@awattorneys.com
Attn: Sunny Soltani, City Attorney



To Real Quest: Real Quest Properties, LLC
3129 South Hacienda Boulevard
Suite 649
Hacienda Heights, CA 91745
Attn: Michael Wang

Copy to: Laney LA Inc.
13110 Hawthorne Blvd. Unit A
Hawthorne, CA 90250
Attn: – Anthony Laney, AIA, Architect

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

11. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

12. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to Real Quest include all personnel, employees, agents, and contractors of Real Quest, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

13. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

14. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

15. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

16. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

17. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

18. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Real Quest expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

19. **Time is of the Essence.** Time is of the essence to this Agreement.

20. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

21. **Entire Agreement.** This Agreement, along with its exhibits, contains the entire agreement between City and Real Quest and, supersedes any prior oral or written statements or agreements between City and Real Quest with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY OF CARSON, a California municipal corporation

By: _____

Kenneth C. Farfsing City Manager

ATTEST:

By: _____

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

By: _____

Sunny K. Soltani, City Attorney

[MES]

REAL QUEST HOLDINGS, LLC:

Real Quest Properties, LLC, a California limited liability company

By: Cheng

Name: Lili Cheng

Its: Member


By: Rui Cheng

Name: Rui Cheng

Its: member

Two corporate officer signatures required when Developer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

EXHIBIT "A"
CFD COST ALLOCATION

		City of Carson CFD Calculation Worksheet
6/12/2018		Project - Birch Specific Plan - 32 Unit Condominium
Summary Sheet		Subtotal
Landscape Maintenance (Annual Cost)		\$159.00
Street Sweeping and Sidewalk Cleaning and Maintenance (Annual Cost)		\$310.84
Sheriff Service (Annual Cost)		\$18,328.00
Street Maintenance (Annual Cost)		\$1,248.00
Total Annual Maintenance Costs		\$20,045.84
Off-Site Street PCI Index is 62; rated as "Fair" under the City's Pavement Management Ratings. Street rehabilitation should be required as part of project conditions.		



6/12/2018

Project - Birch Specific Plan - 32 Unit Condominium

Landscape Maintenance	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets (Parkway Landscaping)				
Figuerola Street (East Boundary) - Developer to Maintain	LF	-	\$3.43	\$0.00
Perimeter Streets (Center Median Landscaping)				
Figuerola Street (East Boundary) - No landscaping in median	LF	-	\$3.43	\$0.00
Subtotal				\$0.00
Perimeter Streets (Parkway Trees)				
No Parkway Trees	EA	3	\$53.00	\$159.00
Perimeter Streets (Center Median Trees)				
No Median Trees	EA		\$53.00	\$0.00
Subtotal				\$159.00
Total Annual Landscape Maintenance				\$159.00

Parkway and Median Landscaping Costs

Vegetation Maintenance - 10.2 cents SF	LF	\$	1.33
Irrigation Maintenance	LF	\$	0.88
Structure Maintenance	LF	\$	0.44
Vegetation Replacement (25 Year Cycle)	LF	\$	0.60
Irrigation Replacement (25 Year Cycle)	LF	\$	0.12
Structure Replacement (25 Year Cycle)	LF	\$	0.06
Total Unit Cost		\$	3.43

Tree Maintenance Costs

Tree Maintenance	EA	\$	35.00
Tree Well Maintenance	EA	\$	4.00
Tree Replacement (25 Year Cycle)	EA	\$	10.00
Tree Well Replacement (25 Year Cycle)	EA	\$	4.00
Total Unit Cost		\$	53.00



6/12/2018

Street and Sidewalk Sweeping	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets - Curb Line Sweeping				
Figueroa Street (East Boundary)	LF	163.00	\$0.36	\$56.19
Perimeter Streets - Sidewalk Cleaning				
Figueroa Street (East Boundary)	SF	815.00	\$0.31	\$252.65
Subtotal				\$310.84
Travel Path to Freeway - Curb Line Sweeping				
N/A	LF	-	\$0.36	\$0.00
Travel Path to Freeway - Sidewalk Cleaning				
N/A	SF	-	\$0.31	\$0.00
Subtotal				\$0.00
Total Annual Sweeping and Maintenance				\$310.84

Curb Line Sweeping Costs and Maintenance

Street Sweeping Costs	LF	\$	0.01
Curb and Gutter Maintenance	LF	\$	0.05
Curb and Gutter Replacement (50 Year Cycle)	LF	\$	0.30
Total Unit Cost		\$	0.36

Sidewalk Cleaning and Maintenance

Sidewalk Cleaning	SF	\$	0.10
Sidewalk Maintenance	SF	\$	0.03
Sidewalk Replacement (50 Year Cycle)	SF	\$	0.18
Total Unit Cost		\$	0.31



CFD Calculation Worksheet

Project - Birch Specific Plan - 32 Unit Condominium

6/12/2018

Sheriff Service	Unit	Quantity	Unit Cost	Subtotal
Incremental Project Residents and Cost Impact				
Number of new residents	RES	110	\$158.00	\$18,328.00

Annual Sheriff Maintenance Cost \$18,328.00

Projections based on value of existing Sheriff's contract for services. Number of new residents is per the project's Draft Initial Study



Project - Birch Specific Plan - 32 Unit Condominium

6/12/2018

Street Maintenance	Functional Classification	Condition and Category	Treatment Type	Unit	Quantity	Unit Cost	Subtotal
Perimeter Streets (Half width Maintenance)							
Figuerola Street (East Boundary)	Collector (AC)	Fair *	Crack Seal, Slurry and Overlay	SY	780.00	\$1.60	\$1,248.00
Path of Travel to Freeway							
N/A						\$1.60	\$0.00
Subtotal							\$1,248.00
Developer's Share							100%
Developer's Share of Streets Maintenance Costs							\$1,248.00

Notes
 * Pavement Condition rating (PCI) is per the City's Pavement Management Program, Appendix A, Sheet 21 of 38.
 See the City of Carson's 2016 Pavement Management Program Update for pavement maintenance plan.
 Unit costs are based on crack seal and slurry every 7 years with a thin AHRM overlay every 21 years, per the Pavement Management Program.
 Quantity is based on maintenance of half-width street across project frontage only



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____	_____
TITLE(S)	NUMBER OF PAGES
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> <input type="checkbox"/> GENERAL	DATE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))



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<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p style="text-align: center;">TITLE(S)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED</p> <p style="padding-left: 100px;"><input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p style="text-align: center;">TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">NUMBER OF PAGES</p> <p>_____</p> <p style="text-align: center;">DATE OF DOCUMENT</p> <p>_____</p> <p style="text-align: center;">SIGNER(S) OTHER THAN NAMED ABOVE</p>
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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))



REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (“**Agreement**”) is executed this ___ day of [month], 2018 (“**Effective Date**”), by and between the **CITY OF CARSON**, a California municipal corporation (“**City**”), and **REAL QUEST HOLDING, LLC**, a California limited liability company (“**Developer**”). City and Developer may be referred to, individually or collectively, as “**Party**” or “**Parties.**”

RECITALS

WHEREAS, Developer wishes to demolish approximately 6,200 square feet of existing residential buildings and roughly 5,850 square feet of pavement on the project site to construct a three story condominium project consisting of 32 residential condominiums units with on-grade parking, landscaping, and other associated improvements, to be known as the Birch Specific Plan, located at 21809-21811 South Figueroa Street (the “**Project**”); and

WHEREAS, on June 5, 2017, Developer submitted a development permit application for the Project, which due to its size and complexity includes a review of a General Plan Amendment, Specific Plan, Conditional Use Permit, Site Plan and Design Review, Tentative Tract Map and Zone Change; and

WHEREAS, the City is a low property tax based City, and therefore new development within the City exacerbates the current strain on the City’s general fund budget to provide basic services; and

WHEREAS, the City has determined that it is in the best interest of the public health, safety and welfare to consider and implement the formation of one or more Community Facilities District(s) (“**CFD**”) to help address current fiscal strains and ongoing budgetary deficits to better prepare the City for future high density growth as a result of new developments; and

WHEREAS, on October 24, 2018 the City deemed Developer’s application complete, subject to certain conditions and, at the election of the Developer, has decided to do the following: (i) enter into an Agreement for Development Impact Fee and Community Facilities District Participation (the “**DIF/CFD Agreement**”), and (ii) agreed to form, fund, and participate in a CFD, or annex into a Citywide CFD(s) to pay for ongoing costs associated with the Project related to law enforcement, street maintenance, landscape maintenance, street sweeping, and all other impacts of the Project; and

WHEREAS, Developer now wishes to satisfy one of these conditions, by entering into this Agreement with the City; and

WHEREAS, Developer is the owner of that certain real property, attached as Exhibit A hereto and incorporated herein, within the City; and

WHEREAS, in accordance with the City’s policy regarding use of the Mello-Roos Community Facilities Act of 1982, the City Council may consider the use of a CFD to provide financing for public services and maintenance costs that are (i) necessary for the public health, safety and welfare, and (ii) would otherwise be paid for from the general fund of the City; and

WHEREAS, Section 53314.9 of the Mello-Roos Community Facilities Act of 1982 provides that, at any time either before or after the formation of a community facilities district, the City may accept advances of funds from any source, including, but not limited to, private

persons or private entities and may provide for the use of those funds for any authorized purpose; and

WHEREAS, the City and Developer desire to enter into this Agreement in order to provide for the advancement of funds by Developer to be used to pay costs incurred in connection with the formation of a CFD or annexation into a Citywide CFD(s).

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Incorporation of Recitals.** The Parties hereby incorporate the Recitals as though fully set forth herein.

2. **Developer Responsibility for City Costs.** Developer shall reimburse City for all reasonable costs and fees related to processing all documents related to the implementation of the Project (the “**City Costs**”). City Costs include, but are not limited to: attorneys’ fees and staff time required for the drafting of the DIF/CFD Agreement and this Agreement, as well as any other agreements and documents that the City deems necessary for the implementation of the Project; all costs related to the formation or annexation into, and administration of the CFD as it relates to the Project, including but not limited to consultant and engineering costs, staff time, and attorneys’ fees; all costs related to the processing of the entitlements necessary for the Project, including but not limited to staff time, environmental consultants, and attorneys’ fees; and any other fees and costs deemed necessary by the City in order to effect the Project. City Costs will be in addition to Developer’s obligations in connection with Developer’s duty to indemnify, defend, and hold harmless City, pursuant to Section 8, below.

To that end, Developer shall, within 10 days of the execution of this Agreement, deposit with City an initial sum of \$10,000 against which any City Costs will be drawn down (“**Deposit**”). At no point shall the minimum balance of the Deposit fall below \$1,500.

2.1 **Additional Deposits by Developer.** Developer shall make additional deposits to the City within 10 days of City’s written request to the Developer. City’s written requests for additional deposits shall state what costs have been incurred to date, additional costs anticipated, and how City intends to apply any needed additional Developer deposits. If deposited sums exceed the costs incurred by City, City shall refund the difference as soon as City determines the amount of such excess.

2.2 **City’s Right to Cease Work.** In the event that Developer does not promptly reimburse the City Costs, by failing to timely pay either the initial Deposit or additional requested deposits, City may immediately cease all work on any Developer application(s) and may take such further action as City deems appropriate, including deeming any Developer application(s) abandoned and the approvals of the Project null and void.

2.3 **Interest on Deposit.** Any amounts deposited by Developer shall be maintained by City in an interest-bearing account of City’s choice, and may be co-mingled with other City funds in such account. Interest accruing upon any such deposits shall inure to and be created for the benefit of City.



2.4 **Accounting.** City shall keep an accounting of the City Costs and all deposits made by Developer. Upon written request, City shall provide statements of these accounts to Developer, which shall include descriptions of the City Costs, including the date, amount, and the type of activity for which the cost was incurred. Failure of City to provide any accounting shall not excuse Developer's duty to perform any act, including the duty to make full and timely deposits required under this Section 2. Developer may question or challenge any use of funds set forth in the accounting and may appeal same to the City Council.

3. **Additional Taxes, Fee, and Charges.** Notwithstanding any provision to the contrary, Developer shall pay all normal and customary fees and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City in connection with the Project which are standard and uniformly-applied to similar projects in the City.

4. **City Release; Termination.** This Agreement shall terminate three (3) years after the Effective Date unless Developer has outstanding reimbursement obligations to the City at such time or City reasonably determines that City will incur additional reimbursable costs after such date, in which event this Agreement will be automatically extended for additional one (1) year terms until Developer has reimbursed all City Costs.

5. **Remedies.** In the event of a breach by Developer, City may, in addition to any other remedies, seek to recover the City Costs plus reasonable attorneys' fees in enforcing this Agreement. This provision will not be interpreted to curtail any of City's remedies at law or equity against Developer for any violation of its codes, nor shall it be interpreted as a waiver of any defense of Developer.

6. **Conflicts of Interest.**

6.1 **No Financial Relationship.** Developer acknowledges the requirements of Government Code Sections 1090 *et seq.* (the "1090 Laws") and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Developer solicit, participate in, or facilitate a violation of the 1090 Laws.

6.2 **Developer's Representations and Warranties.** Developer represents and warrants that for the 12-month period preceding the Effective Date of this Agreement it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code sections 87100 *et seq.*).

7. **Developer Acknowledgements.** Subject to the reimbursement obligations set forth in this Agreement, Developer acknowledges and agrees that, with respect to the the Project entitlements:

7.1 City has sole discretion to select which of its employees and contractors are assigned to work on the Project entitlements.



7.2 City has sole discretion to direct the work and evaluate the performance of the employees and contractors assigned to work on the Project entitlements, and City retains the right to terminate or replace at any time any such person.

7.3 City has sole discretion to determine the amount of compensation paid to employees or contractors assigned to work on the Project entitlements.

7.4 City, not Developer, shall pay employees and contractors assigned to work on the Project entitlements from a City account.

8. **Indemnification and Hold Harmless.**

8.1 **Non-liability of City.** The Parties acknowledge that there may be challenges to the legality, validity and adequacy of the Project entitlements and/or this Agreement in the future; and if successful, such challenges could delay or prevent the performance of this Agreement and/or approval of the Project entitlements and/or implementation of the Project. City shall have no liability under this Agreement for the inability of Developer to obtain Project entitlements and/or implementation of the Project as the result of a judicial determination that some or all of the Project entitlements are invalid or inadequate or not in compliance with law.

8.2 **Indemnification.** Developer agrees to indemnify, protect, defend, and hold harmless the City and its officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement and any and all discretionary acts by the City (including but not limited to entering into a development agreement with Developer) or entitlements relating to the Project (including, but not limited to, reasonable attorneys' fees and costs) (herein the "**Claims and Liabilities**") whether such Claims and Liabilities arise under planning and zoning laws, the Subdivision Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City and/or related parties, upon City's notification to Developer of the pendency of a claim or suit, Developer shall make a minimum deposit sufficient to pay all of Developer's indemnification obligations for the following 90 days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the City. Developer shall make deposits required under this section within 5 days of the City's written request. At no point during the pendency of such claim or suit, shall the minimum balance of the deposit fall below fifteen thousand dollars (\$15,000).

If Developer fails to timely pay such funds, the City may abandon the action without liability to Developer and may recover from Developer any attorneys' fees and other costs for which the City may be liable as a result of abandonment of the action. It is expressly agreed that



the City shall have the right to utilize the City Attorney's office or use other legal counsel of its choosing. Developer's obligation to pay the defense costs of the City shall extend until final judgment, including any appeals. City agrees to fully cooperate with Developer in the defense of any matter in which Developer is defending and/or holding the City harmless. The City may make all reasonable decisions with respect to its representation in any legal proceeding, including its inherent right to abandon or to settle any litigation brought against it in its sole and absolute discretion. Any decision by the City to settle litigation shall not, without the written consent of Developer, bind Developer. City shall discuss litigation strategy with Developer in good faith, but shall retain absolute discretion to make strategy decisions. Should the City choose to settle or abandon litigation subject to this Section without the written consent of Developer, it shall waive its right to indemnification for its costs incurred in that litigation, except that 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 City's indemnification rights.

8.3 **Exception.** The obligations of Developer under this Section shall not apply to any claims, actions, or proceedings arising through the sole negligence or willful misconduct of the City, its members, officers, or employees.

8.4 **Period of Indemnification.** The obligations for indemnity under Section 8.2 shall begin upon the Effective Date and shall survive termination of this Agreement. If City and Developer enter into a development agreement that is approved by the City Council, the indemnity obligations in this Agreement shall terminate and be superseded by Developer's indemnity obligations under the development agreement.

9. **Assignment.** Developer may not assign this Agreement to any other entity unless agreed to in writing by City and upon proof of the financial viability of the successor entity to fulfill the Agreement's obligations. City's consent to assignment shall not be unreasonably withheld.

10. **Relationship Between the Parties.** The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between City and Developer. Nothing herein shall be deemed to make Developer an agent of City.

11. **Authority to Enter Agreement.** Developer warrants that it has the legal capacity to enter into the Agreement. Each Party warrants that the individuals who have signed the Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

12. **Notices.** All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To City: City of Carson
701 East Carson Street
Carson, CA 90745
Attn: Saied Naaseh, Community Development Director



Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave. Suite 1700
Irvine, CA 92612
Fax: 949-223-1180
email: ssoltani@awattorneys.com
Attn: Sunny Soltani, City Attorney

To Developer: Real Quest Holding, LLC
3129 South Hacienda Boulevard
Suite 619
Hacienda Heights, CA 91745
Attn: Michael Wang

Copy to: Laney LA Inc.
13110 Hawthorne Blvd. Unit A
Hawthorne, CA 90250
Attn: – Anthony Laney, AIA, Architect

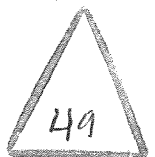
Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail; and by email, upon the sender's receipt of an email from the recipient acknowledging receipt.

13. **Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

14. **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, appointed boards and commissions, officers, employees, agents, and volunteers. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

15. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.



17. **Binding Effect.** Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

18. **No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

20. **Consent to Jurisdiction and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure section 394.

21. **Time is of the Essence.** Time is of the essence with respect to this Agreement.

22. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

23. **Entire Agreement.** This Agreement contains the entire agreement between City and Developer and supersedes any prior oral or written statements or agreements between City and Developer with respect to the subject matter of this Agreement.

[SIGNATURES OF PARTIES ON NEXT PAGE]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY:

CITY OF CARSON, a California municipal corporation

By: _____

Ken Farfsing, City Manager

ATTEST:

By: _____

Its: City Clerk

APPROVED AS TO FORM:

By: _____

Sunny K. Soltani, City Attorney

[MES]


DEVELOPER:

REAL QUEST HOLDING, LLC, a California limited liability company

By: 

Name: Lili Cheng

Title: Member

By: 

Name: Rui Cheng

Title: Member

Two corporate officer signatures required when Developer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.



Exhibit A

Description of Property

Real property in the City of Carson, County of Los Angeles, State of California, described as the following Assessor Parcel Nos.:

7343-020-009

7343-020-010



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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On _____, 2018 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

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<input type="checkbox"/> <input type="checkbox"/> GENERAL	DATE OF DOCUMENT
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<input type="checkbox"/> TRUSTEE(S)	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))



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STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

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WITNESS my hand and official seal.

Signature: _____

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<input type="checkbox"/>	CORPORATE OFFICER	_____
	_____	_____
	TITLE(S)	_____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	_____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
	_____	_____

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))



5. CONSENT CALENDAR**A) Selection of Chair and Vice-Chair**

Ramona Pimentel was selected to serve as the Planning Commission Chair, 8-0 (Diaz abstained; absent Cinco and Madrigal).

Alex Cainglet was selected to serve as the Planning Commission Vice-Chair, 6-0 (Diaz, Palmer, Rashad abstained; absent Cinco and Madrigal).

Charles Thomas, resident, stated he was curious as to Alex Cainglet and Ramona Pimentel nominating each other.

B) Minutes: October 30, 2018; November 13, 2018

Commissioner Mitoma moved, seconded by Commissioner Fe'esago, to approve the minutes as presented. Motion carried without objection, 7-0 (Cainglet and Diaz abstained; absent Cinco and Madrigal).

6. CONTINUED PUBLIC HEARING**A) Design Overlay Review (DOR) No. 1661-17; Conditional Use Permit (CUP) No.1023-17; Tentative Tract Map (TTM) No. 76070-17; General Plan Amendment (GPA) No. 100-17; Zone Change (ZCC) No. 178-17; Specific Plan (SP) No. 15-17**Applicant's Request:

The applicant, Anthony Laney of LANEY LA, Inc., is requesting to consider approval of a four-story, 32-unit residential condominium project at 21809 and 21811 S. Figueroa Street.

Staff Report and Recommendation:

Contract Planner Carver presented staff report and the recommendation to **APPROVE** Design Overlay Review No. 1661-17, Conditional Use Permit No.1023-17, Tentative Tract Map No. 76070-17 subject to the conditions of approval attached as Exhibit "B" to the Resolution and contingent upon City Council approval of General Plan Amendment No. 100-17, Zone Change No. No. 178-17, Specific Plan No. 15-17, and Mitigated Negative Declaration; and **RECOMMEND APPROVAL** of General Plan Amendment No. 100-17, Zone Change No. 178-17, and Specific Plan No. 15-17, and Mitigated Negative Declaration and adoption of the Mitigated Negative Declaration for the Project to the City Council; and **WAIVE** further reading and **ADOPT** Resolution No. 18-, entitled, "A Resolution of the Planning Commission of the city of Carson approving Design Overlay Review No. 1661-17, Conditional Use Permit No. 1023-17, Tentative Tract Map No. 76070-17, and recommending that the City Council adopt General Plan Amendment No. 100-17, Zone Change No. 178-17, Specific Plan No. 15-17, and Mitigated Negative Declaration to develop a 32-unit residential condominium project on a 0.8-acre project site at 21809 and 21811 S. Figueroa Street." A copy of the Agreement for Development Impact Fees (DIF) and Community Facilities District (CFD) Participation was distributed to the Commission.

Anthony Laney, project architect, reiterated that the design is in line with the transit and pedestrian corridor and Carson Street Master Plan; and he highlighted the generous and attractive roof top deck.

Bryce Egbert, representing Real Quest, stated the design has a transit-oriented theme which encourages pedestrian activity; advised that they will be beautifying the bus stops in this corridor; and explained that this area will bring about the lower end market rate sales of these units.

Paul Choi, project manager/architect, briefly commented on the beautification of the bus shelters; and advised that they will provide a curb-side EV charging station, bike racks, pedestrian seating, public art, and a decorative sliding gate for this project.

Commissioner Palmer stated that he does not see any language in the CC&R's to protect this property from falling into disrepair; and that there is no language in the CC&R's to indicate what happens in the future when the market changes and possible owner-occupied issues arise.

Mr. Egbert stated they are committed to making sure this property is kept fresh into the future; and stated that additional HOA standards will be added to maintain the units into the future.

Commissioner Mitoma noted his concern with providing an adequate amount of parking, pointing out that with all the condo units in this area, there is very little street parking available.

Contract Planner Carver advised that this project exceeds parking requirements as indicated in the Municipal Code and Specific Plan.

Commissioner Mitoma asked how the EV charging station will be secured from kids playing around with them, suggesting they not be curb side.

Mr. Egbert stated that adjustments can be made to the plans for the EV charging station.

Vice-Chair Cainglet asked that the city of Carson be protected from any liability issues with the EV charging station.

Contract Planner Carver stated that she worked closely with Public Works staff to make sure the EV charging station would be sited in the most appropriate location in the public right-of-way and noted that liability will be with the applicant and the EV charging station provider.

Vice-Chair Cainglet asked that the City's risk management work on this issue to minimize the City's exposure to liability. He asked about the increase in density.

Mr. Egbert stated they worked closely with staff to meet the vision for this corridor; and explained that there is a lot of open square footage in these large units.

Commissioner Palmer asked that the CC&R's include language that prohibits the HOA from getting rid of professional property management in the future. He asked if there are security plans in place.



Mr. Egbert stated they have communicated with the fire department and the sheriff's department and will continue to do so; and stated that the CC&R's will restrict the owners from getting rid of professional property management, stating if they have to, the developer will maintain ownership of one of the units.

Commissioner Rahman noted her concern with an EV charging station impacting the number of parking spaces.

Commissioner Diaz asked that the words "at this time" be stricken in the conditions relating to increasing the density, not allowing the proposed density to increase higher than 32; and he recommended that City Council adopt a density bonus program similar to that of Emoryville's (Exhibit No. 5).

Vice-Chair Cainglet asked if the CC&R's require owners to live in their units for a certain amount of time before putting them up for rent.

Mr. Egbert stated they will work with their legal team to add language that rental units will be properly maintained at all times.

Commissioner Rashad asked why no affordable housing is being provided.

Mr. Egbert explained that affordable housing does not fit within the vision for this project; and stated that these units will be market rate, workforce driven; and stated it is not financially feasible for them.

In response to Commissioner Mitoma's inquiry, Mr. Egbert stated that the ultimate cost for these units will depend on market conditions at the time of completion, but guesstimated the units will be between \$300,000 to \$400,000.

Vice-Chair Cainglet asked what the total cost will be for this project.

Mr. Egbert advised that construction costs have been steadily rising in the past few months and that they do not have final figures on what those costs will be; and stated they do not have a current pro forma at this time.

Chair Pimentel opened the public hearing.

Charles Thomas, resident, read into the record his letter that was distributed to the Commission (of record). He questioned whether the applicant genuinely plans to sell these units between \$300,000 and \$400,000; and expressed his belief the applicant is giving little back to the City in exchange for the increase in density.

David Cunningham stated he is from the 64th Assembly District; that he surveyed people of Carson to get their opinion about this project; and that a decision shouldn't be made about this project until the City obtains the input of the residents.

There being no further input, Chair Pimentel closed the public hearing.

Commissioner Palmer stated that City Council should consider in lieu fees for every unit approved over the standard density allowance.



Assistant City Attorney Neumeyer explained that in lieu fees would not be appropriate/allowed for this project, but suggested the Commission could ask Council to consider updating its code to allow similar fees for future developments.

Commissioner Palmer asked that language be included for City Council consideration to adopt imposing a fee program which offsets the impacts to the community when granting density bonuses.

Director Naaseh explained that the City's General Plan is currently being updated to address development for today's housing demands.

Commissioner Diaz asked that the public hearing be reopened to allow the applicant to address Mr. Thomas' letter.

Chair Pimentel opened the public hearing.

Mr. Egbert explained that deed restrictions on units would deter buyers; and stated that the anticipated price of these units fits within the graph in the letter.

Vice-Chair Cainglet pointed out that deed restrictions would not be a wise idea, stating that banks will not typically lend money for deed restricted properties. He noted his concern with no patio spaces on those units facing the freeway.

Mr. Egbert stated that providing no patio spaces for those units facing the freeway was due to decreasing the negative impacts from the adjoining freeway.

Mr. Laney added that is why they are incorporating a top grade air filtration system; and noted that the roof top deck can be used by all tenants.

Commissioner Zuniga asked why the applicant knows what the units may sell for but does not know what the project will cost.

Mr. Egbert explained that the cost of construction has risen dramatically since their plans were completed; advised that they already have \$2.5 million in this project; and guesstimated the project may cost \$9 million. He stated he could share an updated pro forma.

Commissioner Palmer stated he would like to see an updated pro forma and for a recommendation to be forwarded to City Council to consider adopting a fee program which offsets the impacts to the community when granting density bonuses. He clarified he is not asking for an affordable housing component with this project, that he wants this applicant to provide more benefits to the City when granting a density bonus and/or to secure more fees through the specific plan process. He added he wants the language to come back to the Planning Commission before it's considered by City Council.

The public hearing was closed.

Planning Commission Decision:

Commissioner Fe'esago moved, seconded by Commissioner Mitoma, to continue this matter to the January 8, 2019, Planning Commission meeting.

Commissioner Mitoma offered a friendly amendment that the motion include the returning staff report include discussion addressing all the items discussed at this evening's meeting.

Assistant City Attorney Neumeyer clarified that the Planning Commission wants the next staff report to address City Council's consideration of a community benefit fee program/component in Specific Plan 15-17, addressing the issue of affordable housing and density bonuses; to address the issues in Mr. Thomas' letter; and, if possible, to have a pro forma for review.

Commissioner Diaz asked that the motion also include City Council to consider adopting something similar to the city of Emeryville's Development Density Bonus program (Exhibit No. 5).

The friendly amendment was accepted. Motion unanimously carried, 9-0 (absent Cinco and Madrigal).

7. PUBLIC HEARING

A) Variance No. 565-18

Applicant/Property Owner: City of Carson, 20400 Main Street
Attn: John Raymond, Assistant City Manager
Carson, CA 90745

Request: Variance for construction noise which will exceed the allowed noise levels at the Carson Reclamation Authority's 157-acre site

Property Involved: 20400 S. Main Street

ee Staff Recommendation: Withdrawn

8. MANAGER'S REPORT

Director Naaseh welcomed the new Commissioners.

9. COMMISSIONERS' ORAL COMMUNICATIONS

Commissioner Zuniga noted she is eager to learn from the Commissioners.

Commissioner Diaz stated it is good to see familiar faces and that he is looking forward to working with this Commission and staff again and representing the community.

Commissioner Fe'esago wished everyone happy holidays.





**CITY OF CARSON
PLANNING COMMISSION STAFF REPORT**

CONTINUED PUBLIC HEARING: December 11, 2018

SUBJECT: Design Overlay Review (DOR) No. 1661-17
 Conditional Use Permit (CUP) No. 1023-17
 Tentative Tract Map (TTM) No. 76070-17
 General Plan Amendment (GPA) No. 100-17
 Zone Change (ZCC) No. 178-17
 Specific Plan (SP) No. 15-17

APPLICANT: Anthony Laney of LANEY LA, Inc.
 13110 Hawthorne Blvd. Unit A
 Hawthorne, CA 90250

PROPERTY OWNER: Real Quest Holding, LLC
 3129 S. Hacienda Blvd. #649
 Hacienda Heights, CA 91745

REQUEST: Consider approval of a four-story, 32-unit residential condominium project

PROPERTY INVOLVED: 21809 and 21811 S. Figueroa Street

AYE	NO		AYE	NO	
		Cainglet			Palmer
		Cinco			Pimentel
		Fe'esago			Rahman
		Madrigal			Rashad
		Mitoma			Alt. Diaz Alt. Hellerud Alt. Zuniga

Item No. 6A



I. Introduction

Property Owner

Real Quest Holding, LLC – Michael Wang
3129 S. Hacienda Blvd. #649
Hacienda Heights, CA 91745
(626) 271-5322
chihbbs@gmail.com

Applicant

Anthony Laney, AIA
LANEY LA, Inc.
13110 Hawthorne Blvd. Unit A
Hawthorne, CA 90250
(310) 870-7175
anthony@laney.la

Representative

Paul Choi, AIA
LANEY LA, Inc.
13110 Hawthorne Blvd. Unit A
Hawthorne, CA 90250
(310) 870-7175
paul@laney.la

II. Project Description

The applicant requests the approval of Design Overlay Review No. 1661-17, Conditional Use Permit No.1023-17 and Tentative Tract Map No. 76070-17; and recommendation of approval to the City Council for General Plan Amendment No. 100-17, Zone Change No. 178-15, and Specific Plan No. 15-17 (Birch Specific Plan “BSP”) to develop a new four-story, 32-unit residential condominium and related site improvements, and has entered into an agreement for participation in the City-wide Community Facilities District (CFD) and Development Impact Fees (DIF).

III. Project Site and Surrounding Land Uses

The 0.8 acre project site is located along the western edge of the City of Carson. The site is within a block from the intersection of Carson Street and Figueroa Street, adjacent to State Route 110 (SR-110), and within a half mile of a Metro Express bus station.

IV. Background and Analysis

Planning Commission



This item was continued from November 13, 2018 at the Planning Commission's request with a 7-0 vote, Exhibit 1. During the public hearing, the Commission discussed concerns regarding the following issues:

- "Work force" housing;
- Open space; and
- Parking

Staff addressed the Commission's concerns regarding open space and parking during the hearing. The following provides a discussion regarding "work force" housing.

The Commission continued the item since the applicant is requesting an increase in density and should provide community benefits including affordable and/or "workforce housing" for the project. Staff informed the Commission that the Municipal Code does not have provisions to require projects to provide affordable and/or "workforce housing". Staff proposed to meet with the applicant to discuss this issue further.

The project is proposing 32 units with a density of 41 dwelling units per acre. The current General Plan land use designation allows up to 25 dwelling units per acre which would allow 20 units for this site. The proposed density increase aligns with the one of the 2040 General Plan Update Land Use alternatives which envisions this area as Downtown High Density Mixed-Use land use designation. Downtown High Density Mixed-Use is consistent with the adjacent Carson Street Mixed Use Corridor because it proposes to include a variety of similar uses as such as residential, small-scale businesses, offices, retail, services, and other commercial uses generally with a total site Floor Area Ratio (FAR) of between 1.0 and 3.0. This FAR will result in similar or higher densities than the proposed project. The designation also proposes development will be designed to be pedestrian-oriented creating ground floor activation.

Other communities have ordinances that provide requirements and methodology to allow density increases. The City could consider this approach because it can provide a clear path to request increases in the allowable density and provide the City with a menu of amenities in exchange for this increase in density. As an example the City of Emeryville's Density Bonus ordinance is attached as Exhibit 5.

On November 20, 2018, staff met with the applicant to discuss the Commission's request for "workforce housing" which is defined as affordable to workers and close to their jobs. It could be homeownership, as well as rental housing, that can be reasonably afforded by a moderate to middle income families and is accessible to transit. The applicant informed staff that the economics of the project cannot justify providing "workforce housing". However, the applicant is proposing the following community benefits: a public bike rack, an electric vehicle charging station that will be available for public use and improvements to a bus shelter in close proximity to the project site. The details of these amenities will be determined by staff at a later time.

The Commission's intentions to obtain additional amenities such as "work force" housing in exchange for higher densities are a reasonable request. However, the City does not have an adopted policy requiring such amenities. The Commission could consider making a recommendation to the City Council to adopt a policy similar to Emeryville's quantify the amenities in direct proportion to the requested density increase.

V. Recommendation

That the Planning Commission:

- **APPROVE** Design Overlay Review No. 1661-17, Conditional Use Permit No.1023-17, Tentative Tract Map No. 76070-17 subject to the conditions of approval attached as Exhibit "B" to the Resolution and contingent upon City Council approval of General Plan Amendment No. 100-17, Zone Change No. No. 178-17, Specific Plan No. 15-17, and Mitigated Negative Declaration; and
- **RECOMMEND APPROVAL** General Plan Amendment No. 100-17, Zone Change No. 178-17, and Specific Plan No. 15-17, and Mitigated Negative Declaration and adoption of the Mitigated Negative Declaration for the Project to the City Council; and
- **WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 18-___, ENTITLED "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING DESIGN OVERLAY REVIEW NO. 1661-17, CONDITIONAL USE PERMIT NO. 1023-17, TENTATIVE TRACT MAP NO. 76070-17, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT NO. 100-17, ZONE CHANGE NO. 178-17, SPECIFIC PLAN NO. 15-17, AND MITIGATED NEGATIVE DECLARATION TO DEVELOP A 32-UNIT RESIDENTIAL CONDOMINIUM PROJECT ON A 0.8-ACRE PROJECT SITE AT 21809 AND 21811 S. FIGUEROA STREET."**

VI. Exhibits

1. Draft Resolution
2. Planning Commission Disposition Excerpt dated November 13, 2018
3. Planning Commission Staff Report, November 13, 2018
4. Development Plans
5. Example Ordinance - City of Emeryville

Prepared by: Leila Carver, Planner

Planning Commission Decision:

Commissioner Madrigal moved, seconded by Vice-Chair Thomas, to approve this request with the revised resolution, thus approving Resolution No. 18-2659. Motion carried, 7-0 (absent Cainglet, Nunley).

6. PUBLIC HEARING

B) Design Overlay Review (DOR) No. 1661-17; Conditional Use Permit (CUP) No.1023-17; Tentative Tract Map (TTM) No. 76070-17; General Plan Amendment (GPA) No. 100-17; Zone Change (ZCC) No. 178-17; Specific Plan (SP) No. 15-17

Applicant: Anthony Laney of LANEY LA, Inc.
13110 Hawthorne Blvd., Unit A
Hawthorne, CA 90250

Property Owner: Real Quest Holding, LLC
3129 S. Hacienda Blvd., #649
Hacienda Heights, CA 91745

Request: Consider approval of a four story, 32-unit residential condominium project

Property Involved: 21809 and 21811 S. Figueroa Street

lc Staff Recommendation: Approve

Anthony Laney, project architect, stated that they did conduct a neighborhood meeting to address the plans for this property; and noted that the design is in line with the transit and pedestrian corridor and Carson Street Master Plan.

Vice-Chair Thomas expressed his belief the City is getting very little in return for allowing double density, noting that the offer of public art and limited landscaping is not enough of a benefit. He addressed his concern with 9 of the units facing the freeway, stating there is no open space for those owners or adequate parking for this project. He stated that reduced or low-income units should be offered.

Mr. Laney stated they also will be paying significant developer impact fees (DIFs).

Vice-Chair Thomas stated those DIFs already exist for all new developments.

Commissioner Mitoma expressed his belief there is too much high density building going on in Carson, stating it is losing its small town, single-family housing character.

Commissioner Osuna asked where the children will be playing.

Mr. Laney explained that the roof deck will have high walls to accommodate a safe play area for the children living in this development.

Mr. Choi stated that the parking plan adheres to the requirements for the Carson Street Master Plan, noting that every unit has two parking spaces.

Chair Pimentel opened the public hearing.

Connie Wining stated that she owns the 4-unit single story residential building next door; and expressed her concern and opposition with those residents losing their privacy with this high density project.

Cindy Garcia stated that she owns the residential two-story building on the other side of this property; advised that her tenants already park on the street, noting those vehicles are routinely vandalized; and expressed her concern with this high density housing, the limited open space, and the limited play area being proposed for the children. She expressed her belief that no roof top playground is safe for curious children; and expressed her concern that this multi-story project will negatively add to the noise and traffic in this area. She stated that the homeless people routinely cause problems in this high transit area, starting fires to keep warm, and that many police calls for help go unanswered. She stated this multi-story, high density project will take away the sunlight from her property and will ruin the small family community in this area.

There being no further input, Chair Pimentel closed the public hearing.

Assistant City Attorney Jones advised that there will need to be 5 approval votes for a General Plan Amendment.

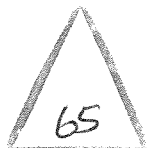
Commissioner Madrigal expressed his belief this item should be continued, stating there are too many issues that still need to be addressed.

Director Naaseh highlighted his understanding that the Commission would like staff and the applicant to revisit density, parking, and units facing the freeway. He pointed out that high density is a personal preference, stating there are many people in the City who would like to see higher density; advised that staff has been given direction from City Council over the years to create more density, more housing; and that staff has worked closely with developers to meet the City's goals and state housing requirements. He added that areas next to freeways are prime locations for higher density housing and not appropriate for single-family housing; and he stated now that redevelopment agency funding has been taken away, it will continue to be difficult to get affordable housing.

Commissioner Mitoma stated that the City should be adequately compensated for the high density bonus.

Vice-Chair Thomas agreed this item should be continued and reiterated that the units should not only be market rate, but also offer income driven set-aside units.

Contract Planner Carver advised that the California Air Resources Board recommended eliminating the outdoor balconies from the freeway oriented units to reduce the hazards from that traffic; and noted that all units are to be equipped with an air filtration system, Condition No. 18. She clarified that there will be over 10,000 s.f. of landscaping, not 1,800 s.f. as indicated by Vice-Chair Thomas.



Chair Pimentel re-opened the public hearing.

Bryce Egbert, Real Quest, stated they have closely worked with staff and adopted/changed everything that staff suggested; and he added the project design is in line with the discussions which took place over the past year with City staff. He stated they would have further discussions with staff following this continuance.

Chair Pimentel closed the public hearing.

Planning Commission Decision:

Commissioner Madrigal moved, seconded by Commissioner Fe'esago, to continue this matter to December 11, 2018. Motion carried, 7-0 (absent Cainglet, Nunley).

7. MANAGER'S REPORT

Director Naaseh announced that Ms. Alexander is now the Acting Senior Planner. The Commission congratulated Acting Senior Planner Alexander on her new appointment.

8. COMMISSIONERS' ORAL COMMUNICATIONS

Commissioner Osuna wished everyone a happy Thanksgiving.

Commissioner Madrigal wished everyone a happy Thanksgiving and thanked everyone for their well wishes and prayers while he was out sick.

Vice-Chair Thomas urged everyone to donate to the university's Thanksgiving food drive, with collection boxes at a number of locations throughout the City; and he noted there are many college students who are in need of food and shelter.

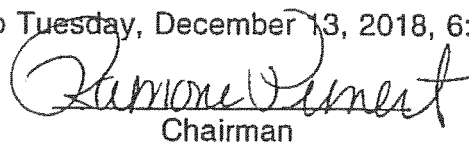
Commissioner Mitoma thanked and commended Denise Bothe and Maria Gonzalez on their production of the Planning Commission packets, echoed by the Commissioners.

Commissioner Rahman noted her delight in serving on this body; and announced that free turkeys will be given away at Rowley Park on November 19th, with Senator Steven Bradford in attendance.

Chair Pimentel commended staff on a job well done.

9. ADJOURNMENT

At 8:00 p.m., the meeting was adjourned to Tuesday, December 13, 2018, 6:30 p.m., Council Chambers.


Chairman

Attest By:



Secretary



CITY OF CARSON
PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: November 13, 2018

SUBJECT: Design Overlay Review (DOR) No. 1661-17
 Conditional Use Permit (CUP) No.1023-17
 Tentative Tract Map (TTM) No. 76070-17
 General Plan Amendment (GPA) No. 100-17
 Zone Change (ZCC) No. 178-17
 Specific Plan (SP) No. 15-17

APPLICANT: Anthony Laney of LANEY LA, Inc.
 13110 Hawthorne Blvd. Unit A
 Hawthorne, CA 90250

PROPERTY OWNER: Real Quest Holding, LLC
 3129 S. Hacienda Blvd. #649
 Hacienda Heights, CA 91745

REQUEST: Consider approval of a four-story, 32-unit residential condominium project

PROPERTY INVOLVED: 21809 and 21811 S. Figueroa Street

AYE	NO		AYE	NO	
		Chairman Pimentel			Madrigal
		Vice-Chair Thomas			Mitoma
					Nunley
		Cainglet			Rahman
		Fe'esago			Alt. Osuna
					Alt. Palmer
					Alt. Rashad

Item No.

I. **Introduction**

Property Owner

Real Quest Holding, LLC – Michael Wang
3129 S. Hacienda Blvd. #649
Hacienda Heights, CA 91745
(626) 271-5322
chihbbs@gmail.com

Applicant

Anthony Laney, AIA
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Representative

Paul Choi, AIA
LANEY LA, Inc.
13110 Hawthorne Blvd. Unit A
Hawthorne, CA 90250
(310) 870-7175
paul@laney.la

II. **Project Description**

The applicant requests the approval of Design Overlay Review No. 1661-17, Conditional Use Permit No.1023-17 and Tentative Tract Map No. 76070-17; and recommendation of approval to the City Council for General Plan Amendment No. 100-17, Zone Change No. 178-15, and Specific Plan No. 15-17 (Birch Specific Plan “BSP”) to develop a new four-story, 32-unit residential condominium and related site improvements.

III. **Project Site and Surrounding Land Uses**

The project site is located along the western edge of the City of Carson. The site is within a block from the intersection of Carson Street and Figueroa Street, adjacent to State Route 110 (SR-110), and within a half mile of a Metro Express bus station. The following provides a summary of the site information:

Site Information	
General Plan Land Use	Existing: High Density Residential (up to 25 DU/ac) Proposed: Urban Residential (up to 65 DU/ac)
Zone District	Existing RM-18-D (up to 18 du/acre) Proposed: “Birch” Specific Plan zone (up to 65 du/ac);
Site Size	33,703 SF (or 0.77 acres)
Present Use and	Single family homes (three)

Development	
Surrounding Uses/Zoning	North: Residential South: Residential buildings along with a religious building and a middle school. East: Figueroa St./Multifamily apartments West: SR -110 Freeway

Previously Approved Discretionary Permits
None.

Public Safety Issues
None.

IV. Analysis

Background

The project area largely contains single- and two-story, multi-family residential uses and neighborhood serving commercial uses. In the past several years, the Carson Street corridor (between I-405 and I-110) has been transitioning into a more “urban” development with higher density residential units and mixed use development. This transition has created the first steps for a more pedestrian friendly and transit-oriented environment. Staff has received positive feedback from the community on the development along the Carson Street Corridor.

The project site is located approximately 400 feet south of the Carson Street corridor. In addition, Silver Line transit stop at Carson Street and I-110 provides convenient express bus service to downtown LA. Furthermore, LA County Board of Supervisors is considering West Carson Specific Plan (located west of I-110 along Carson Street) which also encourages high density mixed use developments to create an “urban” environment. Therefore, it is a natural expectation that this high density development pattern would spill into the Figueroa corridor. Due to the proximity of the project site to the Carson Street corridor, residents of the proposed project would be able to access the mixed-use district via local sidewalks, promoting pedestrian-oriented and transit-oriented development.

Use

Current Improvements

The 0.78-acre project site contains three existing single story residential buildings, one residence is located at 21811 South Figueroa Street, and two residences are located at 21809 South Figueroa Street.

Access to the site is provided by two driveways from Figueroa Street.

Proposed Improvements

Construct a 32-unit residential condominium community with on-grade parking, landscaping, and other associated improvements.

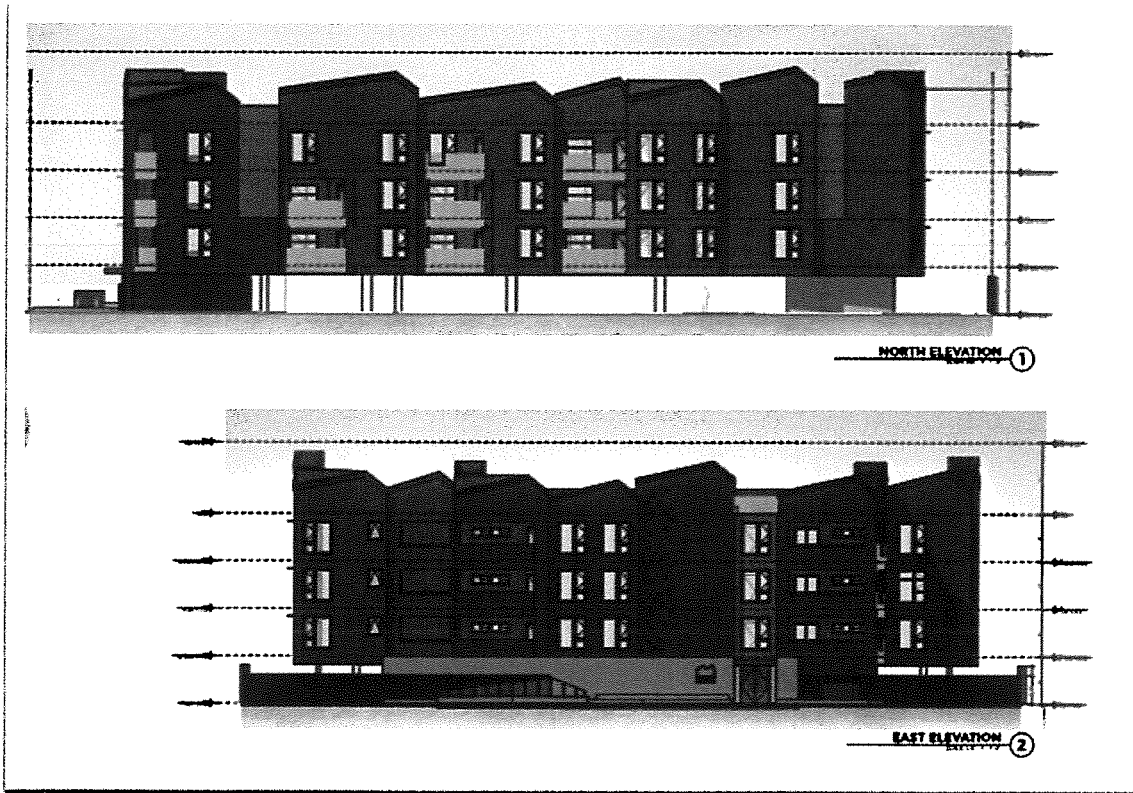
Buildings and Architecture

The residential building and associated improvements were designed with a strong and appropriately scaled framework of architectural and landscape elements. The building mass and landscaping throughout the project site are designed to create a sense of unity within on-site elements and with off-site elements. High-quality features are proposed through site design (i.e. building orientation and screening), architecture (i.e. mass, scale, form, style, material, and color), and streetscape elements (i.e. lighting and paving materials).

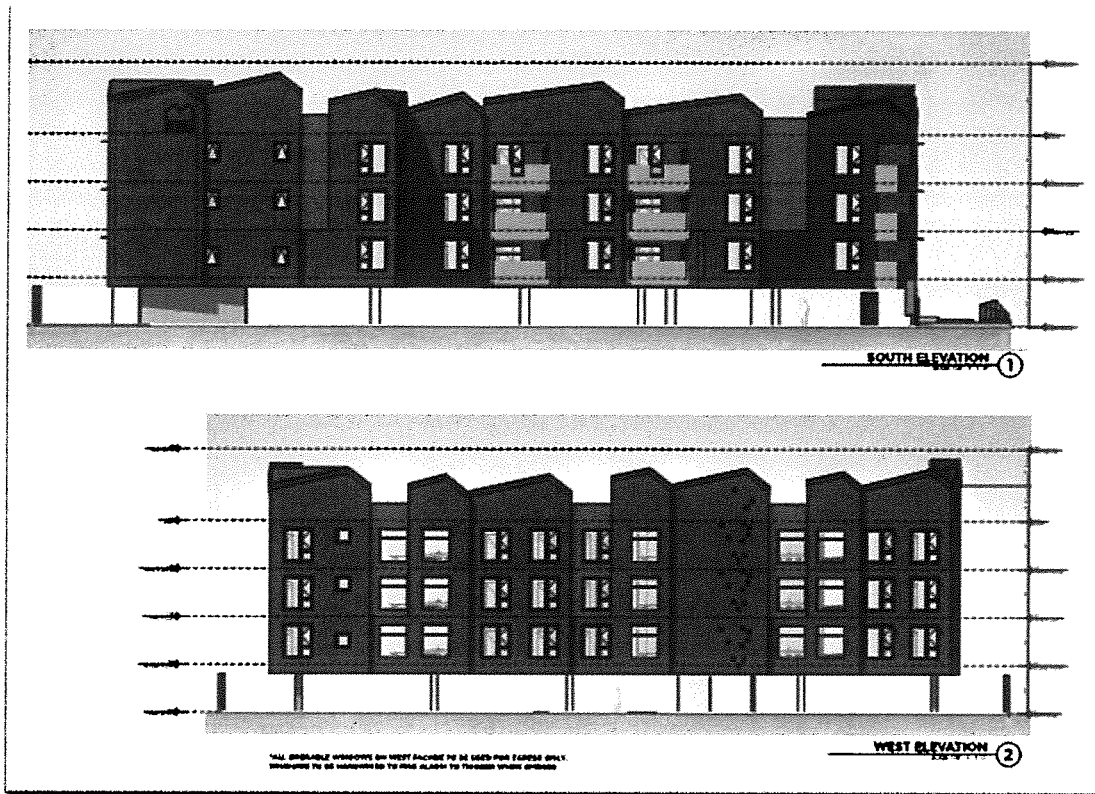
The proposed four-story condominium is a raised podium structure consisting of 32 residential units with 44,208 square feet of total floor area. There will be three floors of residential units and a roof deck will occupy a portion of the roof level. The street level includes a lobby, mail room, elevator and at-grade parking.

The project architecture is reflective of a “Modern” style that is unique to the surrounding area. The proposed building has a maximum height of 55 feet. The building exterior includes vertical and horizontal elements that break up the overall massing and provide visual interest.

North and East Elevation



South and West Elevation



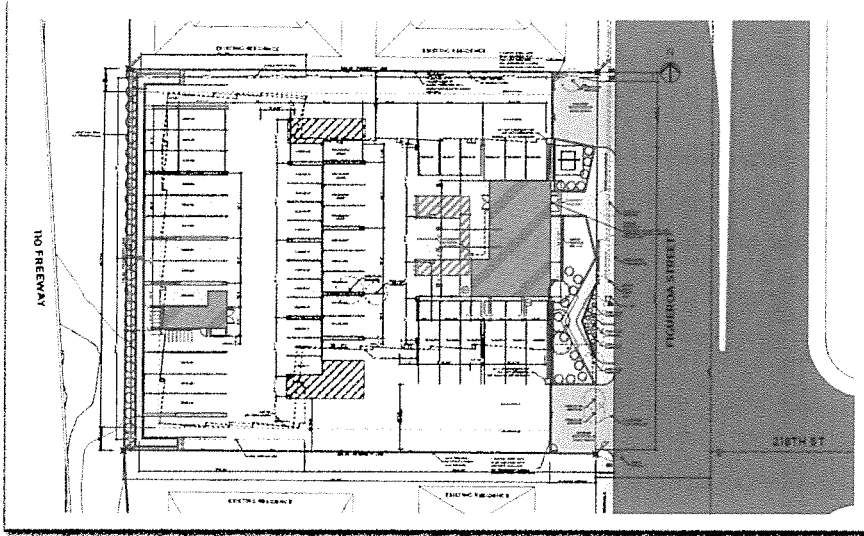
Site Plan

The 0.8 acre project site will consist of a 32-unit condominium building resulting in a project density of 41 units per acre. The project provides approximately 14,000 square feet of useable open space, balconies, and roof space. Parking spaces servicing the project are proposed to be appropriately located at the rear of the property and/or behind front setback landscaping and out of the public view.

The site design creates a quality pedestrian atmosphere and the proposed parkway and landscaped setback areas along South Figueroa Street soften views of the project site and enhance the overall visual quality of the project.



Site Plan



Open Space, Landscaping, and Fencing

Private Open Space

Projects in the Birch Specific Plan must provide private open space in accordance with Carson Municipal Code (CMC) Section 9128.15. Each unit's floorplan includes a balcony providing individual outdoor open space area, with the exception made for residential units that face the 110 freeway to the west. These units do not have private open space due to their proximity to the freeway.

Common Open Space

The proposed common open space will include approximately 1,800 square foot publicly accessible landscaped area with outdoor seating along Figueroa boulevard, and an approximately 6,000 square foot roof deck with an outdoor kitchen and BBQ, fire pits, turf lawn, and lounge areas. The proposed roof terrace includes raised planters that will help create an attractive and inviting environment for residents and guests.

Landscape

The proposed landscape plan features water efficient design and includes several different plant species across the project site. Hedges and trees will provide screening along all property lines and screening for the adjoining single-story residence to the north, west and south. In addition, all planting and irrigation shall comply with applicable water conservation limits.

Fence and Sliding Gate

The project also includes a six-foot high wrought iron fence with sliding access gate on the western edge along Figueroa Street, and 8-foot block wall along the remaining perimeter. The proposed iron fence wall along Figueroa will include a public art component to provide additional screening of the parking from the street, refer to Condition No. 19.

Access and Parking

Two driveways adjacent to Figueroa Street provide vehicle access to the project site and parking areas. Parking will be completely screened from the public view except at the driveway access points into the garages. There are no internal vehicular streets other than the minimal access into the parking garage. The proposed project includes 73 parking spaces: 64 resident spaces and 9 guest parking spaces.

The site design creates a quality pedestrian atmosphere with a large parkway area in front of the building, access from the street, and internal pedestrian access throughout the proposed building. Due to the proximity of the project site to the Carson Street corridor, residents of the proposed project would be able to access the corridor via local sidewalks, promoting pedestrian-oriented and transit-oriented environment.

In addition, the project site is accessible via local sidewalks to two transit lines. The Metro Silver Line links San Pedro in the south with the Harbor Gateway Transit Center, south Los Angeles, and downtown Los Angeles to the north, making a stop adjacent to Carson at I-110/Carson Street approximately 0.3 miles from the project site (Metro 2017). The Torrance Transit Rapid 3 runs along Carson Street then heads south on Avalon Boulevard; the eastbound and westbound stops are located approximately 0.2 miles from the project site (Torrance Transit 2017).

Subdivision

Two existing lots will be subdivided into 32 condominium units ranging from approximately 900 to 2,000 square feet in size. The subdivision also sets aside common lots for open space, a private driveway and fire lane.

Tentative Tract Map No. 76070 was reviewed by LA County Department of Public Works and resulted in the issuance of a letter dated October 24, 2018 (attached) determining that the proposed Tentative Tract Map meets the requirements of local ordinances and the State Subdivision Map Act and recommending conditions for the final map approval.

General Plan Amendment No. 100-17

The project includes a General Plan Amendment application to change the existing land use designation from High Density Residential to Urban Residential. The City of Carson General Plan Land Use designation for this site is High Density Residential, which allows up to 25 dwelling units per acre. The proposed Birch Specific Plan project proposes 41 units per acre at this time, so the Urban Residential land use designation is required to accommodate up to 65 dwelling units per acre. The project is consistent with General Plan policies. A summary of the Project's General Plan consistency is provided within the Specific Plan Section IV.A.

Rezone – Zone Change No. 178-17
Current

The site is located within the existing RM-18-D (Residential, Multifamily – 18 dwelling units per acre – Design Overlay) zoning district.



Proposed

The project includes a zone change application changing the existing zoning district from RM-18-D (Residential, Multifamily – 18 dwelling units per acre – Design Overlay) to Birch Specific Plan zoning district. Where the Carson Zoning Ordinance regulations and/or development standards are inconsistent with Birch Specific Plan, the Birch Specific Plan standards and regulations shall prevail. However, any issue not specifically addressed in Birch Specific Plan shall be subject to the Carson Zoning Ordinance regulations. The proposed “Birch Specific Plan” zone and Urban Residential General Plan Land Use designation will increase the residential density to allow up to 65 dwelling units per acre.

Specific Plan

Specific plans are planning tools included in state law that allow cities to adopt different development standards than those in a specific zone. The implementation of the project requires different development standards than those included in the RM-18-D zone; therefore, the applicant proposes the new Birch Specific Plan. The following provides a comparison zoning regulations summary of building height, density, floor area ratio (FAR) and parking standards in the Birch Specific Plan, MU-CS zone and RM-18-D zone:

Comparison of Zoning Regulations

	Birch Specific Plan	MU-CS Zone	RM-18-D Zone
Building Height	55 feet max	55 feet max	30 feet max
Density	65 du/ac	35 du/ac	18 du/ac
FAR	2.0	1.5	N/A
Parking	Residential Spaces Per 1-BR Unit: 2 covered spaces per unit; 1 guest space for each four units	Residential Spaces Per 1-BR Unit: 2 covered spaces per unit; 1 guest space for each four units	Residential Spaces Per 1-BR Unit: 2 covered spaces per unit; 1 guest space for each four units N/A

The proposed 32-unit residential condominium project has been compared to the associated Birch Specific Plan as well as the West Gateway goals/principles found in the Carson Street Mixed-Use District Master Plan.

Goal/Principle (1) – Create an appealing sense of entry into the city for people approaching from the freeway off-ramp. This includes a new gateway element at the entry to the district.

- Project Conformance – The proposed project contributed to an appealing sense of entry to a West Gateway adjacent area once the previously mentioned design recommendations have been incorporated into the project. The building facades visible from the freeway feature high-quality materials that improves the stucco dominated façade resulting an enhanced building appearance and public view appeal.

Goal/Principle (4) – Buffer pedestrians from the roadway with landscaping where speeds tend to be high and traffic busiest.

- Project Conformance – This Goal/Principle does not apply to the project or BSP area, as it is assumed that the highest and traffic busiest areas are focused along Carson Street.

Goal/Principle (5) – Provide residential development within walking distance of the MTA Transitway at the Harbor (1-110) Freeway.

- Project Conformance – The proposed project is a standalone residential development that provides 32 new residential units adjacent to and within walking distance of the Metro transit stop at the Harbor (1-110) Freeway, which is complies with the intended goal/principle.

V. Discussion

Issues

Residential Density Limits

Carson's General Plan establishes density limits for mixed-use projects. The maximum residential density for the High Density Residential designation is 25 units per acre. The proposed residential project is 65 units per acre, and therefore exceeds the maximum allowed under the General Plan.

Solution

In order to address the residential density limits, the applicant is requesting approval of a specific plan, general plan amendment, and zone change. These approvals will change the maximum residential density for this project site to 65 dwelling units per acre. In staff opinion, the increase in density is appropriate to continue to stimulate development near the West Gateway District area of the Carson Street corridor.

Staff has advised the applicant that density limits may be exceeded through the use of a Specific Plan for projects that advance the goals and polices of the General Plan and provide community benefits. Community benefits are based on the principle that in exchange for providing incentives that increase development intensity, the City and the community at large should receive community benefits. The community benefits will be included as volunteered conditions of approval. The applicant has proposed public art in compliance with the Birch Specific Plan, and also proposes approximately 1,800 square foot publicly accessible landscaped area with outdoor seating along Figueroa Boulevard.

With regard to the General Plan, the proposed project advances the goals and policies related to land use, transportation, housing and economic development. In addition, the high quality design of the project in proximity to the prominent gateway area of Carson, will serve as further development of the transit-oriented development, and the continued revitalization of Carson Street.

CFD/DIF Agreement

City has created a Citywide CFD (CFD No. 2018-01) to collect the appropriate CFD assessments from this applicant and other new developments. However, the Fiscal Impact Analysis Report which determines the tax rate for new projects has not been completed yet. The applicant has entered into a DIF/CFD agreement to annex into the CFD No. 2018-01 as well the payment of the Development Impact Fee (DIF), Exhibit 1.

The City's consultant, RKA Consulting Group, has prepared the annual CFD obligations of the project which includes the following components:

- Landscape Maintenance: \$159.00
- Street and Sidewalk Sweeping: \$310.84
- Street Maintenance: \$18,328.00
- Sheriff Service: \$1,248.00

Total Annual Assessment: \$20,045.84

The first three components of the CFD are based on street frontage of the property. The sheriff service is based on the estimated number of new residents that will be occupying the building. All new development projects will be required to annex into CFD 2018-01. Once annexed into the CFD, the property owner would pay the CFD assessments through property taxes for perpetuity.

Currently, the City is collecting \$10,000/dwelling unit which will be applicable to this project. Through this agreement, the applicant will be obligated to pay \$320,000.00 as a onetime fee. Eventually, the current DIF will be replaced by the Interim Development Impact Fee (IDIF) by early 2019 based on City's IDIF study. Furthermore, after the City adopts the 2040 General Plan, a new Development Impact Fee (DIF) study will be conducted to adopt City's permanent DIF.

VI. Environmental Review

The City reviewed the environmental impacts of the proposed project pursuant to the California Environmental Quality Act (CEQA). A Draft Mitigated Negative Declaration was prepared and made available for a public review period from May 2, 2018 through May 21, 2018. The Draft Mitigated Negative Declaration found potentially significant impacts of cultural resources, noise, and tribal cultural resources. With the inclusion of the proposed mitigation measures, adverse impacts are mitigated to the maximum extent feasible and below a level of significance.

VII. Public Notice and Community Outreach

Public notice was posted to the project site on October 14, 2018. Notices were mailed to property owners and occupants on October 29, 2018. The agenda was posted at City Hall 72 hours prior to the Planning Commission meeting.

On June 6, 2018, the applicant hosted a community meeting with the adjacent property owners and occupants. The community meeting was at the Salvador Dali Society in Torrance, CA, which is in close proximity to the project site. Notices of the community meeting were sent to all property owners and tenants within 500 feet from the project site. A handful of property owners and/or occupants attended the meeting. The major concern discussed at the neighborhood meeting was visibility of the parked cars in the parking structure from the street, potentially making the project vulnerable to crime, and also give the appearance a of lower quality project. The applicant has addressed the issue of visibility of the parking from street by re-designing the gates to be more solid with public art incorporated into the design of the gate/fence. The applicant will also provide security cameras as a measure to help deter crime on the property. See the attached summary of neighborhood meeting provided by the applicant for further detail.

Additional community outreach was conducted for the project after public notice of public hearing was posted on the property by the applicant, and mailed to property owners and tenants by the City. City staff received two phone calls from adjacent property owners inquiring about the details of the project. The two property owners expressed opposition to this development because of its high density and concerns that the height (four story building) will prevent natural light and reduce privacy to the adjacent properties.

City staff considers the proposed project and building to be consistent with the intended future development in proximity to the Carson mixed-use district, West Gateway District area. Also due to close proximity to freeway and within half mile from a high quality transit station, the project is in a good position for continued development of a high quality Transit Oriented Development/transit priority area. The applicant believes that the proposed project represents an attractive medium density development, a favorable middle-ground between no-development, and more urban development. The applicant also recognizes that the site plan is setback from the from the street, to create a more neighborhood-friendly facade.

VIII. Recommendation

That the Planning Commission:

- **APPROVE** Design Overlay Review No. 1661-17, Conditional Use Permit No.1023-17, Tentative Tract Map No. 76070-17 subject to the conditions of approval attached as Exhibit "B" to the Resolution and contingent upon City Council approval of General Plan Amendment No. 100-17, Zone Change No. No. 178-17, Specific Plan No. 15-17; and Mitigated Negative Declaration; and
- **RECOMMEND APPROVAL** General Plan Amendment No. 100-17, Zone Change No. 178-17, and Specific Plan No. 15-17, and Mitigated Negative Declaration and adoption of the Mitigated Negative Declaration for the Project to the City Council; and
- **WAIVE FURTHER READING AND ADOPT RESOLUTION NO. 18-___, ENTITLED "A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON APPROVING DESIGN OVERLAY REVIEW NO. 1661-17, CONDITIONAL USE PERMIT NO. 1023-17, TENTATIVE TRACT MAP NO. 76070-17, AND RECOMMENDING THAT THE CITY COUNCIL ADOPT GENERAL PLAN AMENDMENT NO. 100-17, ZONE CHANGE NO. 178-17, SPECIFIC PLAN NO. 15-17, AND MITIGATED NEGATIVE DECLARATION TO DEVELOP A 32-UNIT RESIDENTIAL CONDOMINIUM PROJECT ON A 0.8-ACRE PROJECT SITE AT 21809 AND 21811 S. FIGUEROA STREET."**

IX. Exhibits

1. Development Plans
2. Specific Plan
3. Summary of Community Meeting
4. Mitigated Negative Declaration



5. Letter and conditions of Final Map approval from LA County Dept. of Public Works for Tentative Tract Map
6. Draft Ordinance
7. Draft Resolution

Prepared by: Leila Carver, Planner

Charles Thomas
17532 Persimmon Dr.
Carson, CA 90746

November 11, 2018

City of Carson Planning Commission
701 E. Carson Street
Carson, CA 90745

RE: **Item 6A – Planning Commission Meeting dated 12/11/18** (Design Overlay Review (DOR) No. 1661-17; Conditional Use Permit (CUP) No. 1023-17; Tentative Tract Map (TTM) No. 76070-17; General Plan Amendment (GPA) No. 100-17; Zone Change (ZCC) No. 178-17; Specific Plan (SP) No. 15-17

I write this letter to be entered into the record regarding the above entitled project. This is a continuation of the public hearing dated November 13, 2018. Present at that meeting were the following Planning Commissioners: Fe'esago, Osuna, Madrigal, Mitoma, Nunley, Pimentel, Rahman and Thomas. This item was continued over due to concerns expressed by the Planning Commission relating to: (1) density variances from code (from 25u/acre to 41u/acre); (2) elimination of private space for nine of the thirty-two units (representing 28% of the project) in contravention of the requirement for under Carson Municipal Code Section 9128.15 for private open space; (3) the environmental impact of a project where all of the units (representing 28% of the project) along the 110 Freeway have significant airborne environmental pollution concerns; (4) inadequate open space, which was limited to a walled in "yard" on the roof of the project; and (5) parking requirements under Carson Municipal Code.

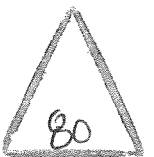
Since that meeting, Mayor Robles appointed Planning Commissioners at the December 4, 2018 meeting. Those members and their respective swearing in date are:

- Cainglet – December 10, 2018
- (Alternate #1) Diaz – December 10, 2018
- Fe'esago – December 10, 2018
- Mitoma – December 11, 2018
- Palmer – December 11, 2018
- Pimentel – December 10, 2018
- Rashad – December 10, 2018

The following Planning Commissioners were appointed, but as of 2PM on December 11, 2018 have not been sworn in:

- Cinco
- Alternate #2 - Hellerud
- Alternate #3 - Zuniga

The concern with moving forward with consideration of a project of this magnitude with an only four members of the prior Commission is inappropriate. The new Commissioners have had inadequate time



to digest the massive record already created in the November 13, 2018 meeting. As such, it appears that the Planning Manager is attempting to make a mockery of the Brown Act. What is the rush for approval?

The next concern, procedurally is the staff report, located online at:

<http://ci.carson.ca.us/content/files/pdfs/planning/sr/2018-12-11/1661.12.11.18.pdf> provides a report, but does not include Exhibits #2, 3, 4 and 5. These documents are not included, yet specifically referenced in the staff report. Again, this appears to be a violation of the word and spirit of the Brown Act. Moreover, the staff report seems to only address three of the five issues articulated in the Meeting dated November 13, 2018.

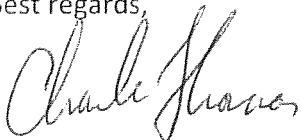
Finally, as it relates to the issue of "Work force" housing (as discussed on "triangle 3" of the packet, I hereby attach the following spreadsheet I shared with the Applicant during our lunch on November 20, 2018. This lunch coincidentally was immediately before Applicant's meeting with the Director of Community Development, Saied Naaseh-Shahry, referenced in the Staff report on page "triangle 3"). Per the staff report, "The applicant informed staff that the economics of the project cannot justify providing 'workforce housing'."

This runs counter to the very conversation I had with applicant minutes before this purported meeting with Saied and the Applicant. As you can see from the spreadsheet, the sales targets for a deed restriction range from \$319,660 at 70% of area median income (AMI), to \$730,619 at 160% of AMI. The Applicant confessed in our meeting that their target sales prices sat within this range; so the "affordability" argument is highly questionable, if not a deliberate distortion of the truth.

I urge this Planning Commission to inquire of Staff and the Applicant about these specious economic arguments. As I mentioned to the Applicant at lunch, the more significant negative driver for these units is not any proposed deed restrictions for workforce housing; rather the fact that 28% of these units have no public patio space and will require specialized filters on the exterior windows due to the airborne pollution from sitting directly off the 110 Freeway (please note: there is no "green wall" requested or proposed for this project by Applicant or Staff).

I am available for discussion regarding these important issues, and I urge this Planning Commission to engage in informed and reasoned judgment as required by their oaths. The citizens of this Carson deserve nothing less.

Best regards,



Charles Thomas

cc: City Clerk
City Attorney

	Annual	Monthly	Target Mtg (33% Front End)	Target Loan @4.75 Fixed 30-yr	Target Sales Price @80% LTV	Target Down Payment 20%
2018 AMI - LA County	\$ 69,300	\$ 5,775				
70%	\$ 48,510	\$ 4,043	\$ 1,334	\$ 255,728	\$ 319,660	\$ 63,932
80%	\$ 55,440	\$ 4,620	\$ 1,525	\$ 292,343	\$ 365,429	\$ 73,086
90%	\$ 62,370	\$ 5,198	\$ 1,715	\$ 328,766	\$ 410,958	\$ 82,192
100%	\$ 69,300	\$ 5,775	\$ 1,906	\$ 365,381	\$ 456,726	\$ 91,345
110%	\$ 76,230	\$ 6,353	\$ 2,096	\$ 401,804	\$ 502,255	\$ 100,451
120%	\$ 83,160	\$ 6,930	\$ 2,287	\$ 438,419	\$ 548,024	\$ 109,605
130%	\$ 90,090	\$ 7,508	\$ 2,477	\$ 474,842	\$ 593,553	\$ 118,711
140%	\$ 97,020	\$ 8,085	\$ 2,668	\$ 511,457	\$ 639,321	\$ 127,864
150%	\$ 103,950	\$ 8,663	\$ 2,859	\$ 548,071	\$ 685,089	\$ 137,018
160%	\$ 110,880	\$ 9,240	\$ 3,049	\$ 584,495	\$ 730,619	\$ 146,124