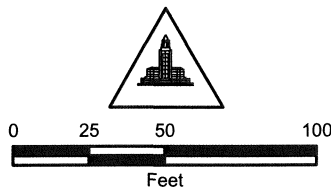
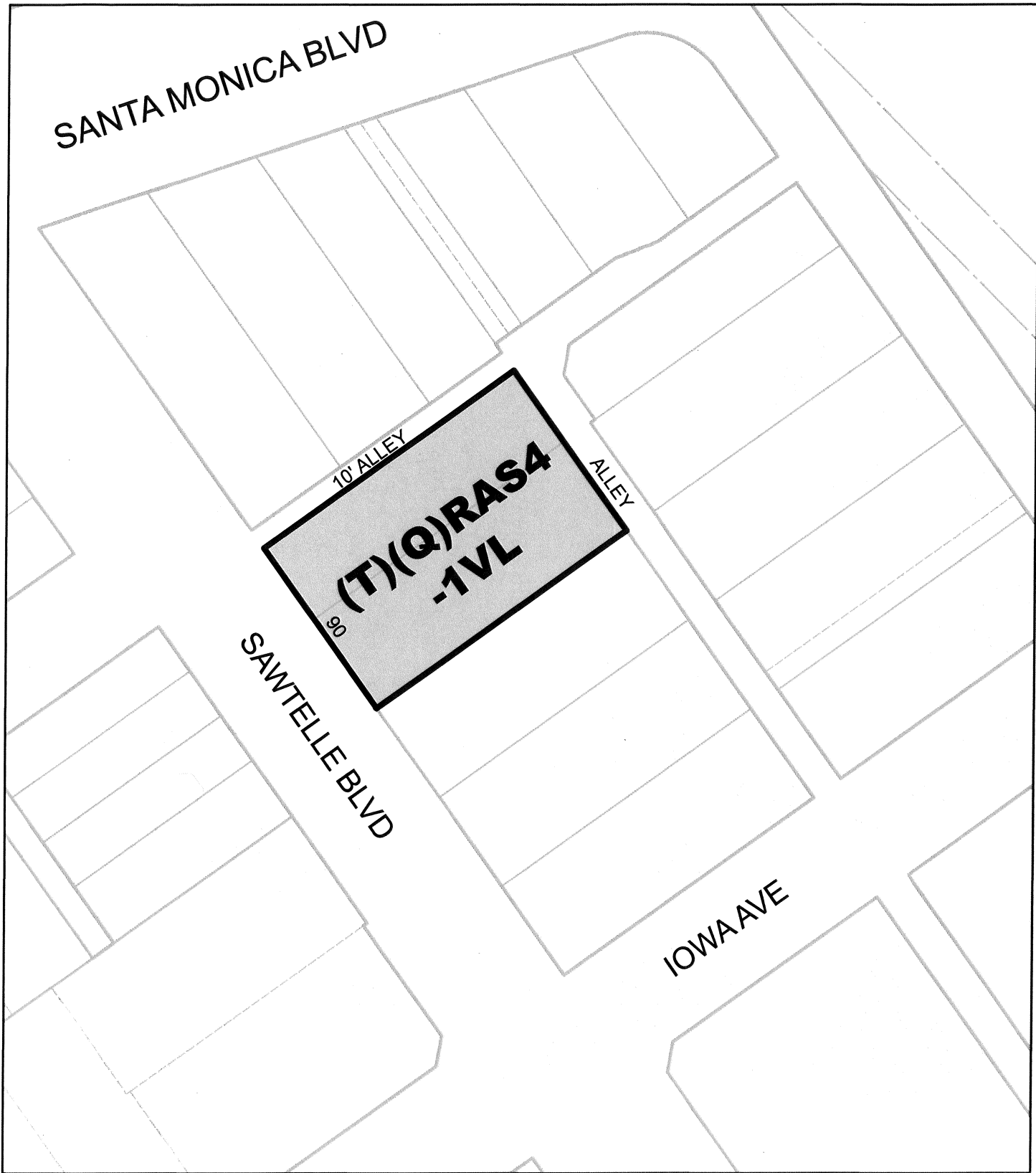


**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Section 12.04 of the Los Angeles Municipal Code by amending the zoning map.

THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

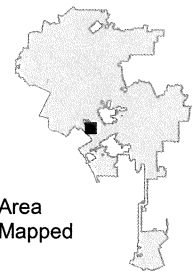
Section \_\_\_\_\_. Section 12.04 of the Los Angeles Municipal Code is hereby amended by changing the zone classifications of property shown upon a portion of the Zoning Map incorporated therein and made a part of Article 2, Chapter 1 of the LAMC, so that such portion of the Zoning Map shall conform to the zoning on the map attached hereto and incorporated herein by this reference.



C.M. 129 B 149	CPC-2014-2847-VZC-DB
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Area Mapped

Section \_\_. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

I hereby certify that the foregoing ordinance was introduced at the Council of the City of Los Angeles, by a majority vote of all its members, at the meeting of \_\_\_\_\_.

\_\_\_\_\_  
Holly L. Wolcott, City Clerk

By \_\_\_\_\_  
Deputy

Approved \_\_\_\_\_

\_\_\_\_\_  
Mayor

Pursuant to Section 558 of the City Charter,  
the City Planning Commission on December 10, 2015  
recommends this ordinance be adopted by the City Council.

  
\_\_\_\_\_  
James K. Williams, Commission Executive Assistant II  
City Planning Commission

File No. \_\_\_\_\_

## (Q) QUALIFIED CONDITIONS OF APPROVAL

### Entitlement Conditions

1. **Site Plan.** The use and development of the property shall be in substantial conformance with the Plot plan and elevations submitted with the application and marked **Exhibit B**, dated **November 20, 2015**, and attached to the administrative file. Prior to the issuance of building permits, revised, detailed development plans that show compliance with all conditions of approval, including complete landscape and irrigation plans, shall be submitted to the City Planning Department for review.
2. **Use.** Use of the subject property shall be limited to the residential uses permitted in the RAS4 zone. The property shall observe the area restrictions of the RAS4 zone, and of the 48 dwelling units proposed, five (5) shall be Joint Live-Work units, located on the ground floor of the buildings.
3. **Height.** The building shall be limited to a height of 56 feet, as defined by Los Angeles Municipal Code (LAMC) Section 12.03 and allowed per LAMC Section 12.21.1. Any structures on the roof, such as air condition units and other equipment, shall be fully screened from view of any abutting properties.
4. **Floor Area Ratio (FAR).** The total floor area of the structure on the property shall not exceed 4.05:1 times the buildable area of the lot.
5. **Yards/Setback.** The project shall provide a 10-foot front yard setback along Sawtelle Boulevard and a minimum of five feet for the required side and rear yards or as provided pursuant to LAMC 12.11.5.C, whichever is greater.
6. **Residential Density.** The project shall be limited to a maximum density of 48 residential units including Density Bonus Units.
7. **Affordable Units.** A minimum of four (4) units, that is, 11% of the 35 base dwelling units, shall be reserved as Very Low Income affordable units, as defined by the State Density Bonus Law 65915 (C)(2).
8. **Change in Restricted Units.** Deviations that increase the number of restricted affordable units or that change the composition of units or change parking numbers shall be consistent with LAMC Section 12.22 A.25 (9a-d).
9. **Housing Requirements.** Prior to issuance of a building permit, the owner shall execute a covenant to the satisfaction of the Los Angeles Housing and Community Investment Department (HCIDLA) to make four (4) units available to Very-Low Income Households, for sale or rental as determined to be affordable to such households by HCIDLA for a period of 55 years.

The executed covenant will also include a clause stating:

"Prior to demolition of existing residential structures, existing residential tenants shall be offered first right of refusal to purchase or rent the proposed set aside Very Low Income units at the project's completion, subject to income qualifications and other criteria as determined by Los Angeles Housing and Community Investment Department (HCID)."

Enforcement of the terms of said covenant shall be the responsibility of HCIDLA. The applicant will present a copy of the recorded covenant to the Department of City Planning for inclusion in this file. The project shall comply with any monitoring requirements established by the HCIDLA. Refer to the Density Bonus Legislation Background section of this determination.

- 10. Automobile Parking.** Vehicle parking shall be provided consistent with LAMC 12.22 A.25, Parking Option 1, which permits one on-site parking space for each residential unit with one or fewer bedrooms; two on-site parking spaces for each residential unit with two to three bedrooms; and two-and-one-half parking spaces for each residential unit with four or more bedrooms. Based upon the number and type of dwelling units proposed, a minimum of 77 automobile parking spaces shall be required. Of the 77 parking spaces, 6 parking spaces shall be designated for guest parking during regular business hours (i.e. Monday through Friday 8 am – 5 pm) for the 5 Joint Live-Work units. In addition, 15 parking spaces shall be configured for electric vehicle charging stations.

Pursuant to LAMC Section 12.21.A4, up to 11 (15 percent) of the required automobile parking may be replaced with bicycle parking at a ratio of one automobile parking space for every four bicycle parking spaces provided. With the replacement bicycle parking, a minimum of 66 parking spaces shall be required. Should the applicant choose to replace any of the required automobile parking with bicycle parking, and no other Condition of Approval is affected, then no modification of this determination shall be necessary, and the number of parking spaces shall be re-calculated by the Department of Building and Safety based upon the ratios set forth above. **Note:** This is in addition to the required bicycle parking outlined in Condition 12.

- 11. Adjustment of Parking.** In the event that the number of Restricted Affordable Units should change, or the composition of such units should change (i.e. the number of bedrooms, or the number of units made available to Senior Citizens and/or Disabled Persons), and no other Condition of Approval is affected, then no modification of this determination shall be necessary, and the number of parking spaces shall be re-calculated by the Department of Building and Safety based upon the ratios set forth above.

- 12. Bicycle Parking.** Bicycle parking shall be provided consistent with LAMC 12.21 A.16. Long-term parking shall be provided at a rate of one per dwelling unit or guest room. Additionally, short-term bicycle parking shall be provided at a rate of one per ten dwelling units or guest rooms, with a minimum of two short-term bicycle parking spaces. Based upon the number of dwelling units, a minimum of 48 long-term and 5 short-term bicycle parking spaces shall be provided onsite, for a total of 53 bicycle parking spaces.

- 13. Open Space.** The project shall provide 5,588 square feet of common open space areas as follows:

- a. **Porches.** Live-work units on the ground floor will have entries at-grade and semi-private porch spaces along the north façade. A total of eight (8) porches will be provided at the ground floor.
- b. **Roof Deck.** The project shall provide a roof deck on the fifth floor that is a minimum of 4,888 square feet in area. Amenities such as outdoor furniture, fire pits, barbeques, and landscaped planters shall be provided.
- c. **Private Balconies.** The project shall provide approximately 16 balconies that each measure 50 square feet, for a minimum total of 700 square feet.

**14. Rooftop Open Space.** Rooftop open space shall include amenities for residents including outdoor furniture, fire pits, shade trees and/or hedges. 4,888 square feet of rooftop open space will be dedicated to a landscaped area, which shall also serve to meet the project's stormwater requirements.

**15. Alley Improvements.** The alley south of Santa Monica Boulevard (north edge of the project) shall be improved with:

1. Stamped asphalt paving; and
2. Five (5) pedestrian street lights installed along the alley-adjacent north façade.

Improvements will be noted on B-permit plans submitted to the Bureau of Engineering, Department of Public Works, subject to the agency's approval and conditions.

**16. Front Yard Landscaping.** As shown on the Landscape Plan (Exhibit B, Sheet L-1), front yard landscaping will include two (2) 36-inch box Australian Willow trees and one 36-inch box Mexican Palo Verde tree.

**17. Landscape Planters.** Landscape planters on the north (alley) frontage shall be limited in height to 3.5 feet above grade so as not to obscure the architectural features of the building.

**18. Other Landscaping.** All open areas not used for buildings, driveways, parking areas, recreational facilities or walks shall be attractively landscaped, including an automatic irrigation system, and maintained in accordance with a landscape plan prepared by a licensed landscape architect or licensed architect, and submitted for approval to the Department of City Planning. The landscape plan shall indicate landscape points for the project equivalent to 10% more than otherwise required by LAMC 12.40 and Landscape Ordinance Guidelines "O".

**19. Building Entrances.** Two lobby entrances shall be provided; one along the Sawtelle Boulevard frontage and one along the alley frontage on the north side of the building. Entry doors shall be made of clear, unobstructed, tempered glass.

**20. East Façade Building Articulation.** The east building façade shall be articulated to resemble the north and west building façades by use of articulation, materials, and/or color of the building. Final plans shall be reviewed by the project planner for the West Los Angeles Community Plan Area prior to issuance of a building permit.

**21. Ground Floor Transparency.** Ground floor units shall maintain transparent windows and openings as shown on Elevations in Exhibit B.

**22. Mechanical Equipment.** All mechanical equipment on the roof shall be screened from view. The transformer, if located in the front yard, shall be screened with landscaping

### **Environmental Conditions**

**23. Aesthetics (Light)** Outdoor lighting shall be designed and installed with shielding, such that the light source cannot be seen from adjacent residential properties or the public right-of-way, nor from above.

**24. Aesthetics (Glare).** The exterior of the proposed structure shall be constructed of materials such as, but not limited to, high-performance and/or non-reflective tinted glass (no mirror-like tints or films) and pre-cast concrete or fabricated wall surfaces to minimize glare and reflected heat.

**25. Tree Removal (Public Right-of-Way).**

- Removal of trees in the public right-of-way requires approval by the Board of Public Works.
- The required Tree Report shall include the location, size, type, and condition of all existing trees in the adjacent public right-of-way and shall be submitted for review and approval by the Urban Forestry Division of the Bureau of Street Services, Department of Public Works (213-847-3077).
- All trees in the public right-of-way shall be provided per the current Urban Forestry Division standards.

**26. Land Use/Planning.**

- An air filtration system shall be installed and maintained with filters meeting or exceeding the ASHRAE Standard 52.2 Minimum Efficiency Reporting Value (MERV) of 13, to the satisfaction of the Department of Building and Safety.

**Administrative Conditions**

**27. Final Plans.** Prior to the issuance of any building permits for the project by the Department of Building and Safety, the Applicant shall submit all final construction plans that are awaiting issuance of a building permit by the Department of Building and Safety for final review and approval by the Department of City Planning. All plans that are awaiting issuance of a building permit by the Department of Building and Safety shall be stamped by Department of City Planning staff "Final Plans". A copy of the Final Plans, supplied by the Applicant, shall be retained in the subject case file.

**28. Notations on Plans.** Plans submitted to the Department of Building and Safety, for the purpose of processing a building permit application shall include all of the Conditions of Approval herein attached as a cover sheet, and shall include any modifications or notations required herein.

**29. Approval, Verification and Submittals.** Copies of any approvals, guarantees or verification of consultations, review or approval, plans, etc., as may be required by the subject conditions, shall be provided to the Department of City Planning for placement in the subject file.

**30. Code Compliance.** Area, height and use regulations of the zone classification of the subject property shall be complied with, except where herein conditions may vary.

**31. Department of Building and Safety.** The granting of this determination by the Director of Planning does not in any way indicate full compliance with applicable provisions of the Los Angeles Municipal Code Chapter IX (Building Code). Any corrections and/or modifications to plans made subsequent to this determination by a Department of Building and Safety Plan Check Engineer that affect any part of the exterior design or appearance of the project as approved by the Director, and which are deemed necessary by the Department of Building and Safety for Building Code compliance, shall require a referral of the revised plans back to the Department of City Planning for additional review and sign-off prior to the issuance of any permit in connection with those plans.

**32. Definition.** Any agencies, public officials or legislation referenced in these conditions shall mean those agencies, public offices, legislation or their successors, designees or amendment to any legislation.

**33. Enforcement.** Compliance with these conditions and the intent of these conditions shall be to the satisfaction of the Department of City Planning and any designated agency, or the agency's successor and in accordance with any stated laws or regulations, or any amendments thereto.

**34. Covenant.** Prior to the issuance of any permits relative to this matter, an agreement concerning all of the information contained in these conditions shall be recorded by the property owners in the County Recorder's Office. The agreement shall run with the land and shall be binding on any subsequent owners, heir, or assigns. Further, the agreement must be submitted to the Planning Department for approval before being recorded. After recordation, a Certified Copy bearing the Recorder's number and date must be given to the City Planning Department for attachment to the subject case file.

**35. Corrective Conditions.** The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the City Planning Commission, or the Director of Planning, pursuant to Section 12.27.1 of the Municipal Code, to impose additional corrective conditions, if in the decision makers opinion, such actions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.

**36. Indemnification and Reimbursement of Litigation Costs.** Applicant shall do all of the following:

(i) Defend, indemnify and hold harmless the City from any and all actions against the City relating to or arising out of the City's processing and approval of this entitlement, including but not limited to, an action to attack, challenge, set aside, void, or otherwise modify or annul the approval of the entitlement, the environmental review of the entitlement, or the approval of subsequent permit decisions, or to claim personal property damage, including from inverse condemnation or any other constitutional claim.

(ii) Reimburse the City for any and all costs incurred in defense of an action related to or arising out of the City's processing and approval of the entitlement, including but not limited to payment of all court costs and attorney's fees, costs of any judgments or awards against the City (including an award of attorney's fees), damages, and/or settlement costs.

(iii) Submit an initial deposit for the City's litigation costs to the City within 10 days' notice of the City tendering defense to the Applicant and requesting a deposit. The initial deposit shall be in an amount set by the City Attorney's Office, in its sole discretion, based on the nature and scope of action, but in no event shall the initial deposit be less than \$25,000. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).

(iv) Submit supplemental deposits upon notice by the City. Supplemental deposits may be required in an increased amount from the initial deposit if found necessary by the City to protect the City's interests. The City's failure to notice or collect the deposit does not relieve the Applicant from responsibility to reimburse the City pursuant to the requirement in paragraph (ii).



(v) If the City determines it necessary to protect the City's interest, execute an indemnity and reimbursement agreement with the City under terms consistent with the requirements of this condition.

The City shall notify the applicant within a reasonable period of time of its receipt of any action and the City shall cooperate in the defense. If the City fails to notify the applicant of any claim, action, or proceeding in a reasonable time, or if the City fails to reasonably cooperate in the defense, the applicant shall not thereafter be responsible to defend, indemnify or hold harmless the City.

The City shall have the sole right to choose its counsel, including the City Attorney's office or outside counsel. At its sole discretion, the City may participate at its own expense in the defense of any action, but such participation shall not relieve the applicant of any obligation imposed by this condition. In the event the Applicant fails to comply with this condition, in whole or in part, the City may withdraw its defense of the action, void its approval of the entitlement, or take any other action. The City retains the right to make all decisions with respect to its representations in any legal proceeding, including its inherent right to abandon or settle litigation.

For purposes of this condition, the following definitions apply:

"City" shall be defined to include the City, its agents, officers, boards, commissions, committees, employees, and volunteers.

"Action" shall be defined to include suits, proceedings (including those held under alternative dispute resolution procedures), claims, or lawsuits. Actions includes actions, as defined herein, alleging failure to comply with any federal, state or local law.

Nothing in the definitions included in this paragraph are intended to limit the rights of the City or the obligations of the Applicant otherwise created by this condition.