DEPARTMENT OF
CITY PLANNING

COMMISSION OFFICE
(213) 978-1300

CITY PLANNING COMMISSION

MONIQUE LAWSHE
PRESIDENT

CAROLINE CHOE
VICE-PRESIDENT

PRISCILLA CHAVEZ
MARTINA DIAZ
SARAH JOHNSON
PHYLLIS KLEIN
BRIAN ROSENSTEIN
JACOB SAITMAN
ELIZABETH ZAMORA

CITY OF LOS ANGELES
CALIFORNIA

KAREN BASS
MAYOR

EXECUTIVE OFFICES
200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
(213) 978-1271

VINCENT P. BERTONI, AICP
DIRECTOR

KEVIN J. KELLER, AICP
EXECUTIVE OFFICER

SHANA M.M. BONSTIN
DEPUTY DIRECTOR

HAYDEE URITA-LOPEZ
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP
DEPUTY DIRECTOR

LISA M. WEBBER, AICP
DEPUTY DIRECTOR

CRAIG R. WEBER
DEPUTY DIRECTOR

DIRECTOR OF PLANNING
DETERMINATION OF COMPLIANCE

November 16, 2026

Loyola Marymount University
University Hall
1 LMU Drive, Suite 4800
Los Angeles, CA 90045-2659

CASE NO. CPC- 2009-2425-GPA-ZC-SP-DA
DEVELOPMENT AGREEMENT ANNUAL REVIEW
CEQA: ENV- 2008-1342-EIR
Location: 1 LMU Drive
Council District: 11 – Traci Park
Plan Area: Westchester-Playa Del Rey
Neighborhood Council: Westchester-Playa Del Rey
Plan Land Use: High Medium Residential
Zone: R4-1

SUBJECT: 14th ANNUAL REVIEW OF THE LOYOLA MARYMOUNT UNIVERSITY DEVELOPMENT AGREEMENT FOR THE PERIOD OF MAY 12, 2025 THROUGH MAY 12, 2026.

SUMMARY: As required by the terms and conditions of the original Development Agreement, the City shall review annually the applicant's compliance with the agreement. Such periodic review shall be limited in scope to good faith compliance with the terms of the Development Agreement. The Director of Planning has determined that the applicant has complied in good faith with the terms and conditions within the Development Agreement for this annual review period.

STAFF REPORT

Request

On May 28, 2026, as per the provisions of Section 4.1 (Annual Review) of the Loyola Marymount University (LMU) Development Agreement and Section 65867.5 of the State Government Code, LMU submitted an annual report for review regarding compliance with the terms and conditions of the approved Development Agreement (DA).

Background

On February 25, 2011, the City Council authorized the signing of a 20-year Development Agreement between the City of Los Angeles and LMU (Ordinance Number 181,604). This Development Agreement provides for the continued improvement and modernization of the LMU campus in accordance with the regulations of the Loyola Marymount University Specific Plan and the Project Design Features and Mitigation Measures included in the Final Environmental Impact Report (EIR). The Development Agreement allows LMU to create enhanced academic, athletic, and recreation facilities; and additional student housing on campus while minimizing adverse impacts to the surrounding community. The Development Agreement also includes numerous public benefits that LMU provides or will provide to the community and the City.

Features of the Development Agreement

The Development Agreement is a commitment by the City and LMU to proceed in accordance with the terms of the agreement and the existing policies, rules and regulations that governed the site at the time the Development Agreement was executed. It continues for 20 years after the Effective Date or the completion of the Project, whichever is earlier. The Development Agreement assures LMU that regulations will not change as the University builds out its 20-year plan over time as funding permits. This will provide for the continued improvement and modernization of the LMU campus in accordance with the regulations of the LMU Specific Plan and all of the Project Design Features and Mitigation Measures in the Final EIR.

The Development Agreement will allow LMU to create enhanced academic, athletic, and recreation facilities, and additional student housing on campus and minimize adverse impacts to the surrounding community. As more particularly set forth in the project approvals, development would consist of uses permitted by and in accordance with the LMU Specific Plan, including general location of uses and functions on campus, height limits, and setbacks, parking and access routes, non-building setbacks, and a green landscaped buffer on the edge of campus adjacent to the residential community.

Development of the Project in accordance with the Development Agreement will provide for the orderly development of LMU in accordance with the objectives set forth in the General Plan, the Community Plan and the Specific Plan. This certainty assures installation of necessary improvements, assures attainment of maximum efficient resource utilization within the City at the least economic cost to its citizens. The Parties believe that such orderly development of the Project will provide many public benefits to the City through the imposition of development standards and requirements under the provisions and conditions of the Development Agreement, including: the formation of a Neighborhood Advisory Committee (NAC), public use of University facilities except during certain limited special events, meeting rooms for community groups, support for the formation of a preferential parking district upon request by the community,

relocation of the recycling/waste management area, certification of all future buildings to the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Silver rating, and maintenance of historic exhibits and collections open to the public.

This Agreement does not: (1) grant density or intensity in excess of that otherwise established in the Applicable Rules; (2) eliminate future Discretionary Actions relating to the Project if applications requiring such Discretionary Action are initiated and submitted by the owner of the Property after the Effective Date of this Agreement; (3) guarantee that Developer will receive any profits from the Project; (4) prohibit the Project's participation in any benefit assessment district that is generally applicable to surrounding properties; or (5) amend the City's General Plan. This Agreement has a fixed term for 20 years. Furthermore, in any actions after the Effective Date applicable to the LMU Property, the City may apply such new rules, regulations and official policies as are contained in its Reserved Powers.

Environmental Status

The Development Agreement has been previously evaluated for environmental significance and has been processed according to the City's California Environmental Quality Act (CEQA) Guidelines in connection with Case Number ENV-2008-1342-EIR that was certified by the City Council on February 25, 2011. This annual review is a review of conformance with the existing contract.

Discussion

The Agreement is reviewed under the provisions of the City's development agreement procedures. The annual review is a review of LMU's compliance with the Development Agreement. As provided by the Development Agreement, LMU need only demonstrate good faith compliance with the terms of the Agreement to the Director of Planning. As noted in the Agreement, the parties acknowledge that LMU cannot predict when or at what rate the Property will be developed. LMU uses its best effort, taking into account market conditions and economic considerations to undertake any development of the Project in accordance with the provisions and conditions of the Agreement.

The agreement includes provisions requiring an annual review by the Director of Planning, as of the effective date of the Agreement (March 2, 2011). If, as a result of such periodic review the Director makes a finding and determination of non-compliance, LMU is entitled to appeal the determination to the City Planning Commission. If, after a public hearing, the City Planning Commission determines that LMU or its successor in interest thereto has not remediated a default identified in the Director's determination, the City may terminate or modify the Agreement. If a finding of compliance is made, the Director of Planning, the City Planning Commission, or the City Council requires no further action.

Current Annual Reporting Period

On May 28, 2026, LMU submitted a review of activities that have been undertaken pursuant to the Development Agreement during the current reporting period from May 12, 2025 to May 12, 2026. The following activities occurred during the current reporting period involving compliance with the provisions of the Development Agreement:

Neighborhood Advisory Committee (DA Sec. 3.1.3.1.) A Neighborhood Advisory Committee shall be formed and LMU shall assign a member of the Department of Communication and Governmental Relations to serve as community liaison to the Advisory Committee.

- LMU has formed a Neighborhood Advisory Committee, which includes an LMU community liaison. Neighborhood Advisory Committee meetings have been noticed and advertised to the community as required by the Development Agreement through the local press as well as direct email communication to members of the community. Information about the Neighborhood Advisory Committee has been posted on the LMU Community website http://community.lmu.edu/forourneighbors/nac/. Meetings were held on September 10, 2025, November 5, 2025, January 21, 2026, and April 22, 2026.

Public Use of LMU facilities (DA Sec. 3.1.3.2.) LMU agrees that the campus shall remain open to the general public during daytime hours, except during certain limited special events, which shall include but are not limited to graduation, certain athletic events and other events which are expected to draw a significant number of visitors and vehicles which are not registered with LMU to campus.

- The LMU campus has been kept open to the general public during daytime hours, except during certain limited special events. The William H. Hannon Library is open to the public and free to access.

Meeting Room(s) for Community Groups (DA Sec. 3.1.3.3.) LMU agrees to allow nonprofit community benefit organizations to hold meetings or other events at rooms and other facilities on campus, waiving normal rental fees and only charging costs incurred for meetings or events outside of Property Owner's normal operations or hours as specified in the Development Agreement. The Annual Report shall provide examples of community use of facilities with a schedule of the non-rental costs associated with the use of the facilities. The Property Owner also agrees to host the Neighborhood Advisory Committee meetings on campus at no cost to the Neighborhood Advisory Committee.

- As shown in Exhibit A and Exhibit B of LMU's Annual Review Report, LMU has allowed nonprofit community benefits organizations to hold meetings and events at campus rooms and facilities, waiving normal rental fees and only charging costs incurred from meetings or events outside of LMU's normal operations or hours. Between October 7, 2025 and April 27, 2026, six community events occurred, serving 3680 people.

Permit Parking District (DA Sec. 3.1.3.4.) LMU, in the event of community requests for permit parking, shall support the formation of a parking district, and to fund the cost of two annual parking permits per household for the area shown in the Development agreement.

- LMU agrees to support permit parking in the event a permit parking district is requested by the community. In the summer of 2014, LMU developed a process for local residents to obtain reimbursement for the cost of up to three (3) annual permits and two (2) visitor permits annually. This process continues to be utilized as permit parking districts are created in the neighbor blocks surrounding the university.

Relocate Recycling/Waste Management Area (DA Sec. 3.1.3.5.) LMU agrees to relocate the campus recycling and waste management area, as detailed in the LMU Specific Plan, as the first project implemented under the Specific Plan.

- In August 2011, LMU completed the campus' first project under the Specific Plan, the relocation of the Recycling/Waste Management area from the east side of the campus to the lower level of the Drollinger Parking Plaza.

Green Building/LEED Certification (DA Sec. 3.1.3.6.) LMU agrees to develop all future buildings to Silver LEED Certification and to include green building elements to reduce consumption of energy and non-renewable natural resources.

- LMU will construct future buildings to meet the standards of Silver LEED Certification. The Life Sciences Building, which was the first new building constructed under the Specific Plan, received LEED Gold Certification from the Green Building Rating System. The Howard B. Fitzpatrick Pavilion, Palm North, and Palm South all received LEED Silver Certification.

Historic Exhibits and Collections (DA Sec. 3.1.3.7.) LMU agrees to maintain its current and future collections and exhibits on the history of the local area and other subjects of general interest to the public and to make such exhibits or collections open to the public periodically and at reasonable times.

- As shown in Exhibit C, LMU has kept its collections and exhibits open to the public. From May 2025 through May 2026, there were three exhibits at the William H. Hannon Library that were open to the public.

Conclusion

The Director of Planning finds that Loyola Marymount University has complied in good faith with the terms and conditions required under the Development Agreement and has fulfilled the requirements for the reporting period of May 12, 2025 through May 12, 2026.

VINCENT P. BERTONI, AICP
Director of Planning

Approved by:

Connie Chauv

Connie Chauv
Senior City Planner

Prepared by:

Ariel Jones, City Planner
Ariel.jones@lacity.org