

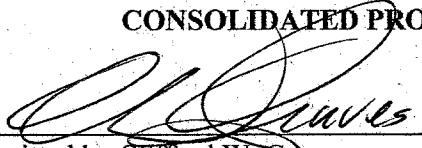


City of Carson

Report to Mayor and City Council

August 2, 2011
New Business Consent

SUBJECT: CONSIDERATION OF RESOLUTION NO. 11-100, APPROVING PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR ALL OR PART OF THE COST OF THE INSTALLATION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS AND APPROVING THE AMENDED AND RESTATED INFRASTRUCTURE AND FACILITY COOPERATION AGREEMENT WITH THE CARSON REDEVELOPMENT AGENCY IN CONNECTION THEREWITH (CARSON CONSOLIDATED PROJECT AREA)


Submitted by Clifford W. Graves
Economic Development General Manager


Approved by Clifford W. Graves
Interim City Manager

THIS IS A JOINT AGENDA ITEM

I. SUMMARY

Adoption of Resolution No. 11-100 (Exhibit No. 1) approves the Amended and Restated Infrastructure and Facility Cooperation Agreement (Cooperation Agreement) (Exhibit No. 2) by and between the Carson Redevelopment Agency (Agency) and the city of Carson (City), thereby helping the Agency claim the maximum tax increment available per the California Community Redevelopment Law (CRL). It will also authorize the Agency and the City to execute the updated Cooperation Agreement, replacing three 2003 cooperation agreements (one for each project area), thereby permitting the Agency to pay the City for costs associated with the updated Infrastructure and Facilities Projects List (Exhibit No. 3) that benefit the Carson Consolidated Project Area (Project Area).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Amended and Restated Infrastructure and Facility Cooperation Agreement by and between the Carson Redevelopment Agency and the city of Carson.
2. WAIVE further reading and ADOPT Resolution No. 11-100, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR ALL OR PART OF THE COST OF THE INSTALLATION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS IN CONNECTION WITH THE CARSON CONSOLIDATED PROJECT AREA, AND APPROVING THE AMENDED AND RESTATED INFRASTRUCTURE AND FACILITY COOPERATION

AGREEMENT WITH THE CARSON REDEVELOPMENT AGENCY IN CONNECTION THEREWITH."

3. AUTHORIZE the Mayor to execute the Cooperation Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

1. MODIFY and APPROVE the Cooperation Agreement as the City Council may require.
2. TAKE another action the City Council deems appropriate.

IV. BACKGROUND

In June 2003, the Agency Board adopted three resolutions authorizing the Agency Chairman to execute separate cooperation agreements for each of the three redevelopment project areas (Project Area No. 1, Merged and Amended Project Area, and Project Area No. 4) (Exhibit No. 4). In the past, each project area was considered a separate fiscal entity, thereby requiring a separate resolution and cooperation agreement for each of the three redevelopment project areas. The purpose of the cooperation agreements was to ensure that the Agency repaid costs paid by the City on its behalf and would be able to capture future tax increment growth and that the Agency, not the City, funded the costs to acquire land and to construct and install certain public improvements, as described in each agreement.

On October 11, 2010, the City Council adopted Ordinance No. 10-1459 (Exhibit No. 5), thereby consolidating its three project areas into the Carson Consolidated Redevelopment Project Area (Project Area).

Pursuant to CRL and the California Health and Public Safety Code, a redevelopment agency may have access to the services and facilities of a city in furtherance of the activities and function of the agency. CRL also provides that the agency may reimburse the city for actions undertaken and costs and expenses incurred by the city for and on behalf of the agency. Generally, the Agency has agreed to pay and/or reimburse the City, with interest, an amount equal to all expenditures made and obligations and liabilities incurred by the City on the Agency's behalf.

The Cooperation Agreement allows the Agency to report, as debt, the costs associated with specific projects identified in the Infrastructure and Facility Projects List (attached as Exhibit A to the Cooperation Agreement) that benefit the Project Area. This updated project list reflects the City's current budget and Capital Improvement Plan. CRL requires that a redevelopment agency establish debt as a condition of collecting available tax increment. If the debt listed on the annual Statement of Indebtedness (SOI) submitted to the County Auditor-Controller's Office is less than the available tax increment generated by the Project Area, only the amount listed as debt can be claimed by the Agency.

August 2, 2011

The Cooperation Agreement will enhance the Agency's ability to list debt on its annual SOI report. However, it should be noted that the **Cooperation Agreement does not impact or change, in any way, the Council's or Agency's budget approval processes or require the City or Agency to undertake any of the listed items;** instead, this Cooperation Agreement is merely a mechanism that allows the Agency to claim as debt many of the expenditures and payments it makes to the City.

Resolution No. 11-100 formally approves the Amended and Restated Infrastructure and Facility Cooperation Agreement between the City and the Agency and establishes the tax increment benefits to the Agency of expenditures made by the City that benefit the Project Area.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Resolution No. 11-100. (pgs. 4-5)
2. Amended and Restated Infrastructure and Facility Cooperation Agreement between the Carson Redevelopment Agency and the city of Carson. (pgs. 6-12)
3. Infrastructure and Facilities Project List. (pg. 13)
4. Minutes June 17, 2003, Item No's 9, 10, and 11. (pgs. 14-16)
5. Minutes October 11, 2010, Item No. 2. (pg. 17)

Prepared by: Boris Sztorch, Senior Redevelopment Project Manager
TO:Rev032811

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development Services	Public Services

Action taken by City Council

Date_____ Action_____

RESOLUTION NO. 11-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR ALL OR PART OF THE COST OF THE INSTALLATION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS IN CONNECTION WITH THE CARSON CONSOLIDATED PROJECT AREA, AND APPROVING THE AMENDED AND RESTATED INFRASTRUCTURE AND FACILITY COOPERATION AGREEMENT WITH THE CARSON REDEVELOPMENT AGENCY IN CONNECTION THEREWITH

WHEREAS, the City Council of the city of Carson (City Council) approved and adopted certain Redevelopment Plans for various redevelopment project areas within the city of Carson, California (City) starting on December 20, 1971, pursuant to Ordinance No. 74-288, through July 16, 2002, pursuant to Ordinance No. 02-1254. Subsequently, on October 11, 2010, the Agency consolidated its three project areas into the Carson Consolidated Redevelopment Project Area (Project Area), pursuant to Ordinance No. 10-1459, which, among other items, resulted in the allocation of taxes from the three project areas to the new Project Area for purposes of redevelopment; and

WHEREAS, on June 17, 2003, the Agency Board adopted Resolution No. 03-057 (Project Area No. 1), Resolution No. 03-058 (Merged and Amended Project Area), and Resolution No. 03-044 (Project Area No. 4), approving payment by the Carson Redevelopment Agency (Agency) for all or part of the cost of the installation and construction of certain improvements in connection with the Project Areas, and approving cooperation agreements with the Agency in connection therewith; and

WHEREAS, pursuant to Section 33445 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000, *et seq.* (CRL), the Agency continues to desire to pay for all or part of the value of the land for and the cost of the installation and construction of the improvements (Improvements) set forth on Exhibit A to the Amended and Restated Infrastructure and Facility Cooperation Agreement, attached hereto as Exhibit 1; and

WHEREAS, the Improvements as described in Exhibit A have been updated to be consistent with the City's current budget and Capital Improvement Plan and will serve the residents, employees and taxpayers of the City and the Project Area; and

WHEREAS, the current and projected budget constraints of the City prevent the City from paying for the value of the land for and the cost of the installation and construction of the Improvements by any means; and

WHEREAS, the Agency hereby finds and determines that based upon the foregoing and other information presented to the Agency: (a) the Improvements are of benefit to the Project Area and to the immediate neighborhood in which the Project Area is located, (b) the payment of funds for

[MORE]

EXHIBIT NO. - 1



the acquisition of the land or the cost of the construction of the Improvements that will be publicly owned are of benefit to the Project area by assisting in the elimination of one or more blighting conditions inside the Project Area by remedying the lack of adequate public improvements, (c) the payment of funds for the acquisition of the land or the cost of the Improvements is consistent with the Agency's Five-Year Implementation Plan for the Project Area which was adopted pursuant to Health and Safety Code Section 33490; and (d) no other reasonable means of financing the Improvements are available to the community; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the City Council of the city of Carson does hereby resolve, as follows:

Section 1. The City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The City Council hereby approves and the Mayor or his designee is hereby authorized to execute the Cooperation Agreement dated as of August 2, 2011, between the City and the Agency, presented to the City Council, together with such non-substantive changes and amendments as may be approved by the Mayor and City Attorney; and the City Council hereby approves payment by the Agency for the value of the land for and the cost of the installation and construction of the Improvements listed on Exhibit A to the Cooperation Agreement from any revenues of the Agency lawfully available therefore after compliance with the requirements of California Health & Safety Code § 33679 and all other applicable legal requirements.

Section 3. The Mayor, or designee, is hereby authorized, on behalf of the City Council, to sign all documents necessary and appropriate to carry out and implement the Cooperation Agreement, and to administer the City's obligations, responsibilities and duties to be performed under the Cooperation Agreement.

Section 4. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ____ day of August, 2011.

Mayor Jim Dear

ATTEST:

City Clerk Helen S. Kawagoe

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 11-100

EXHIBIT 1

**AMENDED AND RESTATED INFRASTRUCTURE AND FACILITY
COOPERATION AGREEMENT**

BETWEEN

THE CARSON REDEVELOPMENT AGENCY

AND THE CITY OF CARSON

(Carson Consolidated Project Area)

THIS AMENDED AND RESTATED INFRASTRUCTURE AND FACILITY COOPERATION AGREEMENT (Cooperation Agreement) is entered into as of _____, 2011 by and between the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic (Agency), and the CITY OF CARSON, a municipal corporation (City).

RECITALS

A. The Agency and City entered into three cooperation agreements between the Carson Redevelopment Agency and the city of Carson on June 17, 2003 (Original Agreements), pursuant to which the Agency proposed to pay for all or part of the value of the land for and the cost of the installation and construction of certain public improvements within Redevelopment Project Area No. 1, the Merged and Amended Project Area, and Redevelopment Project Area No. 4.

B. The Agency merged Redevelopment Project Area No. 1, the Merged and Amended Project Area, and Redevelopment Project Area No. 4 on October 11, 2010, into a single merged redevelopment project area, known as the "Carson Consolidated Project Area".

C. As the three project areas have been merged into one project area, the Agency desires to consolidate the three Original Agreements into a single cooperation agreement and to update the project list to reflect the City's current budget and Capital Improvement Plan.

D. Pursuant to the Community Redevelopment Law (California Health and Safety Code Section 33000 *et seq.*), the Agency continues to undertake a program for the redevelopment of blighted areas in the City and, pursuant to Health and Safety Code Section 33445, the Agency continues to desire to pay for all or portions of the value of the land for and the cost of the installation and construction of an updated list of public improvements (Improvements) described on Exhibit A attached hereto (Infrastructure and Facilities Projects List) for the benefit of the Carson Consolidated Project Area (Project Area).

E. In instances where the City has included the Improvements in its budget or Capital Improvements Program, the City has done so with the expectation that the Agency will pay for or reimburse the City for its payment of the cost thereof. No moneys of the City were, are, or are reasonably expected to be available on a long-term



basis under the budget or Capital Improvements Program of the City to pay for the cost of such land, rights-of-way and Improvements.

F. Pursuant to prior understandings, or budget or capital improvement program considerations of the City and the Agency, the cost of the lands, rights-of-way and Improvements has been allocated to the Agency and the City and the Agency have previously taken certain actions indicating their objective and reasonable expectation that the Agency would reimburse the City for all of expenditures by the City for the lands, rights-of-way and Improvements from any funds lawfully available to the Agency therefore, subject to the provisions of this Cooperation Agreement.

NOW, THEREFORE, the parties do hereby agree as follows:

Section 1. Purpose of this Cooperation Agreement

The City and the Agency desire to enter into this Cooperation Agreement to acknowledge the above recitals and to provide for the advance by the City and the payment or reimbursement by the Agency of the costs of the acquisition of land and rights-of-way and the installation and construction of the Improvements. Pursuant to this Cooperation Agreement, the Agency agrees to pay to or for the benefit of the City the cost of acquiring the land and rights-of-way, including payment of related costs, and agrees to pay to or for the benefit of the City the cost of the installation and construction of the Improvements subject to the provisions of this Cooperation Agreement. By providing for the acquisition of land and rights-of-way and the undertaking of the Improvements, the City has advanced and will continue to advance the cost of the foregoing to the Agency.

The Improvements are described in Exhibit A. The Agency shall pay for, or reimburse to the City, not more than the cost paid by the City to acquire the land or construct the Improvement, as approximated in Exhibit A.

Prior to the City undertaking any of the Improvements, or acquiring any more land or rights-of-way necessary or desirable therefore, the Agency shall first deliver to the City the Agency's finding and determination that the Agency has, or will have, sufficient moneys to pay for or reimburse the City on a lump-sum basis or by periodic payments over a period of years for all of the value of such land and rights-of-way and for the cost of the installation and construction of the subject Improvements. Following receipt of such finding and determination, the City shall immediately proceed to undertake the subject Improvement subject to appropriation of funds by the City Council for such purpose.

Section 2. Construction and Installation

The City shall perform all required preparatory work for the Improvements, including compliance with the California Environmental Compliance Act and the acquisition of land and rights-of-way, and shall install and construct, or cause to

be installed and constructed, the Improvements not previously installed and constructed. The City shall retain a person or entity experienced in the design and construction of the Improvements to undertake the design of the Improvements and to prepare plans and specifications therefore. The City shall, in accordance with all applicable federal, state and local laws, rules and regulations, install and construct, or cause to be installed and constructed, the Improvements in accordance with such plans and specifications. Upon notice thereof and direction from the City, the Agency shall perform such preparatory work, installation and construction.

Section 3. Acquisition of Land and Necessary Rights-of-way

In consideration of this Cooperation Agreement, the City agrees to exercise its best efforts to acquire land and rights-of-way by negotiated purchase. Upon notice thereof and direction from the City, the Agency shall exercise its best efforts to acquire such necessary land and rights-of-way.

Section 4. Agency to Pay all Costs

The Agency and the City hereby agree that the cost of the acquisition of necessary land and rights-of-way and the installation and construction of the Improvements paid for by the City constitute an advance to the Agency by the City. Subject to the provisions of this Cooperation Agreement, the Agency hereby agrees to reimburse the City the cost of the acquisition of the necessary land and rights-of-way and the costs of the installation and construction of the Improvements, including payment of related costs. The estimated cost of these Improvements is set forth in Exhibit A.

Section 5. Reimbursement Costs

The City shall, following acquisition of the land or rights-of-way for, and the completion of the various Improvements, or various portions thereof, submit to the Agency monthly statements showing the cost of the Improvements incurred by the City, including the acquisition of necessary land and rights-of-way, due to be paid by the Agency pursuant to this Cooperation Agreement. Such amounts may include progress payments.

Section 6. Reimbursement by the Agency

Within a reasonable time after the submission of each monthly statement to the Agency pursuant to Section 5 hereof, the Agency shall pay to or for the benefit of the City all amounts due thereunder. The parties recognize that repayment may occur over a period of time. Amounts not paid by the Agency to the City within 30 days of demand therefore shall bear interest at the rate equal to the lesser of: 0.5% per annum above the average monthly interest rate earned by the City on its other investments, or the highest legally-allowable rate for a redevelopment agency. The obligations of the Agency

under this Cooperation Agreement shall constitute an indebtedness of the Agency within the meaning of Section 33670 *et seq.* of the Community Redevelopment Law.

Section 7. Obligation to Pay Subordinate to Other Obligations

The obligation of the Agency to make payment to the City shall, without necessity of further action by the Agency or City, be junior and subordinate to all other obligations or indebtedness heretofore to hereafter voluntarily incurred by the Agency.

Section 8. Limit on Total Outstanding Advances by City to Agency

The total amount of outstanding advances made by the City to the Agency in any fiscal year pursuant to this Cooperation Agreement and pursuant to any other cooperation agreement or any agreement for advance and reimbursement of administrative and overhead expenses shall not exceed the aggregate amount of anticipated revenue and financing sources available to the Agency for reimbursement to the City in that year, after taking into account all other obligations of the Agency in that fiscal year.

Section 9. Effect and Duration of Covenants

The covenants established in this Cooperation Agreement shall, without regard to technical classification and designation, be binding on the parties hereto and their successors in interest.

Section 10. Nonliability of Officials and Employees

No Agency Board member, Councilmember, or Treasurer, and no official, agent, or employee of the Agency or the City shall be personally liable to the other parties, or any successor in interest, in the event of any default or breach by the Agency or the City, or for any amount which may become due to the City or Agency, or successor, or on any obligations under the terms of this Cooperation Agreement.

Section 11. Obligation to Refrain from Discrimination

The City and Agency covenant and agree for themselves, their successors and assigns that there shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, marital status, sex, age, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the lands, rights-of-way or Improvements described in Section 1, above, nor shall the City or the Agency, or any person claiming under or through the City or Agency, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the lands, rights-of-way and Improvements. The City and the Agency shall refrain from restricting the rental, sale, or lease of the rights-of-

way and Improvements on the basis of race, color, creed, religion, marital status, age, sex, national origin, or ancestry of any person. All such deeds, leases or contracts for the sale, lease, sublease or other transfer of the rights-of-way and Improvements shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In deeds: "The grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, age, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee itself or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees on the land herein conveyed. The foregoing covenants shall run with the land."

B. In leases: "The lessee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, marital status, age, sex, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees on the land herein leased."

C. In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, handicap, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claim under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

Section 12. Future Cooperation

The parties hereto agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Cooperation Agreement.

Section 13. Supersedes Prior Agreement

This Cooperation Agreement represents the entire and integrated agreement of the parties and supersedes any and all prior agreements or understandings between the Agency and the City, either written or oral, regarding payment to or reimbursement of the City by the Agency for the acquisition of land and rights-of-way, and the installation and construction of the Improvements as described in the Original Agreements and herein.

Section 14. Records

Each party shall maintain books and records regarding its duties pursuant to this Cooperation Agreement. Such books and records shall be available for inspection by the officers and agents of the other party and by the public at all reasonable times.

Section 15. Law Governing

This Cooperation Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 16. Amendments

This Cooperation Agreement may be amended at any time, and from time to time, by an agreement executed by both parties to this Cooperation Agreement.

Section 17. Severability.

Whenever possible, each provision of this Cooperation Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Cooperation Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 18. Implementation Memoranda.

From time to time, the City Manager and the Executive Director may execute implementation memoranda, to evidence, in addition to this Cooperation Agreement, the indebtedness of the Agency to the City created by this Cooperation Agreement and the program and/or plan for implementing any of the provisions hereof.

Section 19. Liability and Indemnification.

Pursuant to Section 895.4 of the Government Code, the Agency and the City agree that each will assume the full liability imposed on it or any of its officers, agents or



employees for injury caused by a negligent or wrongful act or omission occurring in the performance of this Cooperation Agreement, and each party agrees to indemnify and hold harmless the other party for any loss, cost or expense that may be imposed on the other party by virtue of Section 895.2 and 895.6 of the Government Code.

No officer, official, employee, agent or representative of the City or Agency shall be personally liable for any amount that may become due to the City or Agency hereunder.

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By _____
Chairman Jim Dear

ATTEST:

Agency Secretary Helen S. Kawagoe

CITY OF CARSON
a municipal corporation

By _____
Mayor Jim Dear

ATTEST:

City Clerk Helen S. Kawagoe

APPROVED AS TO FORM:

City Attorney/Agency Counsel

Exhibit A
Carson Redevelopment Agency
Carson Consolidated Project Area
Infrastructure and City Facility Projects List (1)

Project Area	Project No.	Description	Estimated Cost (2)
Infrastructure Projects (1)			
No. 1	839	Broadway Street Improvements - Main St. to Griffith St. (839)	\$1,200,000
No. 1	845	168th St. Storm Drain - Main St. 2,600 ft. East (845)	264,000
No. 1	847	163rd St., Ball (East of Main & So. of Alondra), Anelo Improv. (847)	1,275,200
No. 1	1275	Spec. Plan for Landsc. on 91 Fwy bet. 110 Fwy & Central Ave. (1275)	50,000
No. 1	1278	Landscaping on 91 Fwy between 110 Fwy & Central Ave. (1278) (Note: added \$600k)	600,000
No. 1&2	1210	City Way Finding Plan (1210)	150,000
No. 2	675	Sepulveda/Alameda Bridge Widening (675)	1,100,000
No. 2	695	Sepulveda Reconstruction - Main to Avalon (695)	1,987,500
No. 2	919	Traffic Improvs. - 223rd St./Wilmington - south of I-405 (919)	7,219,368
No. 2	1003	Street Improv. - 223rd St.- Lucerne to Alameda (1003)	4,799,679
No. 2		Re-landscape medians on Wilmington - 223rd to Sepulveda (Note: added \$500k)	500,000
No. 4	844	Gardena Bl. Storm Drain (1A) - Main to Avalon (844)	1,316,000
No. 1&2	921	Avalon Blvd. and 405 Fwy Interchange Improvements (921)	5,715,152
No. 1		Main Street Rehab - Del Amo to 213th St	2,000,000
All Areas		Art in Public Places (Note: reduced from \$200,000)	50,000
All Areas	1281	Street Overlay Projects (Note: added \$330,544)	330,544
No. 1	1043	Carson St Master Plan/Pub Imp	4,000,000
No. 1	1014	Carson St. Corridor Project - Specific Plan/Site Assembly/Relo (increased by \$550k)	8,000,000
Total Infrastructure Projects			\$40,557,443
City Facility Projects			
No. 1	1012	Teen Center Partnership Program (1012)	\$10,000,000
No. 1	1317	Community Ctr Roof Replace (Phases II & III) and Solar Panel Install (1317)	4,024,054
No. 1	1256	Renovations to the Carson Sheriff's Station (1256)	2,500,000
No. 1	1318	Community Center Refurbishments & Upgrades (1318)	937,420
No. 4	1223	Carson Park Improvements (1223)	9,992,627
No. 4	1306	Hemingway Park Improvements - Phase III (1306)	450,000
No. 1		The Boulevards at Southbay OPA (Community Facilities District)	20,000,000
No. 1		Shearer Street Park (3)	1,744,000
Total City Facility Projects			\$49,648,101
SUB-TOTAL			\$90,205,544
Contingency (15% of Sub-Total)			13,530,832
GRAND TOTAL			\$103,736,376
Footnotes:			
(1) Source: Carson Redevelopment Agency Budget FY 2010/11 adopted on January 18, 2011			
(2) Amounts shown are estimates only. The actual costs of projects will vary depending on various factors including when projects are undertaken.			

EXHIBIT NO. - 3

**MINUTES
CARSON REDEVELOPMENT AGENCY
REGULAR MEETING
JUNE 17, 2003**

ITEM NO. (9) CONSIDERATION OF RESOLUTION NO. 03-24, APPROVING PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR ALL OR PART OF THE COST OF THE INSTALLATION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS IN CONNECTION WITH PROJECT AREA NO. 1 AND APPROVING A COOPERATION AGREEMENT WITH THE CITY OF CARSON IN CONNECTION THEREWITH (ECONOMIC DEVELOPMENT)

THIS IS A JOINT ITEM WITH CC # 10.

Upon inquiry by Council/Agency Member Santarina, City/Agency Attorney Thorson clarified that the law requires specific findings and specific resolutions for each facility for each project area for audit purposes. Whereupon, Council/Agency Member Santarina withdrew his request for discussion for Council Item Nos. 10, 11, 12, and 13, and Agency Item Nos. 9, 10, 11, and 12, respectively

RECOMMENDATION for the Redevelopment Agency:

1. **WAIVE further reading and ADOPT Resolution No. 03-24, "A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF CARSON, CALIFORNIA, APPROVING PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR ALL OR PART OF THE COST OF THE INSTALLATION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS IN CONNECTION WITH PROJECT AREA NO. 1 AND APPROVING A COOPERATION AGREEMENT WITH THE CITY OF CARSON AGENCY IN CONNECTION THEREWITH.**

ACTION: It was moved to Approve the staff recommendation for Agency Item Nos. 9, 10, 11, and 12 concurrently with Council Item Nos. 10, 11, 12, and 13, respectively, during the Redevelopment Agency on motion of Raber, seconded by Dear and unanimously carried by the following vote:

Ayes:	Sweeney, Calas, Dear, Santarina, and Raber
Noes:	None
Abstain:	None
Absent:	None

ITEM NO. (10) CONSIDERATION OF RESOLUTION NO. 03-25, APPROVING PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR ALL OR PART OF THE COST OF THE INSTALLATION AND

CONSTRUCTION OF CERTAIN IMPROVEMENTS IN CONNECTION WITH THE MERGED AND AMENDED PROJECT AREA AND APPROVING A COOPERATION AGREEMENT WITH THE CITY OF CARSON IN CONNECTION THEREWITH (ECONOMIC DEVELOPMENT)

THIS IS A JOINT ITEM WITH CC # 11.

RECOMMENDATION for the Redevelopment Agency:

1. **WAIVE further reading and ADOPT Resolution No. 03-25, "A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF CARSON, CALIFORNIA, APPROVING PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR ALL OR PART OF THE COST OF INSTALLATION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS IN CONNECTION WITH THE MERGED AND AMENDED PROJECT AREA AND APPROVING A COOPERATION AGREEMENT WITH THE CITY OF CARSON AGENCY IN CONNECTION THEREWITH."**

ACTION: It was moved to Approve the staff recommendation for Agency Item Nos. 9, 10, 11, and 12 concurrently with Council Item Nos. 10, 11, 12, and 13, respectively, during the Redevelopment Agency on motion of Raber, seconded by Dear and unanimously carried by the following vote:

Ayes:	Sweeney, Calas, Dear, Santarina, and Raber
Noes:	None
Abstain:	None
Absent:	None

ITEM NO. (11) CONSIDERATION OF RESOLUTION NO. 03-26, APPROVING PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR ALL OR PART OF THE COST OF THE INSTALLATION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS IN CONNECTION WITH PROJECT AREA NO. 4 AND APPROVING A COOPERATION AGREEMENT WITH THE CITY OF CARSON IN CONNECTION THEREWITH (ECONOMIC DEVELOPMENT)

THIS IS A JOINT ITEM WITH CC # 12.

RECOMMENDATION for the Redevelopment Agency:

1. **WAIVE further reading and ADOPT Resolution No. 03-26, "A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF CARSON, CALIFORNIA APPROVING PAYMENT BY THE CARSON REDEVELOPMENT AGENCY FOR ALL OR PART OF THE COST OF**

**THE INSTALLATION AND CONSTRUCTION CERTAIN
IMPROVEMENTS IN CONNECTION WITH PROJECT AREA NO. 4
AND APPROVING A COOPERATION AGREEMENT WITH THE CITY
OF CARSON IN CONNECTION THEREWITH.**

ACTION: It was moved to Approve the staff recommendation for Agency Item Nos. 9, 10, 11, and 12 concurrently with Council Item Nos. 10, 11, 12, and 13, respectively, during the Redevelopment Agency on motion of Raber, seconded by Dear and unanimously carried by the following vote:

Ayes:	Sweeney, Calas, Dear, Santarina, and Raber
Noes:	None
Abstain:	None
Absent:	None





MINUTES
CARSON CITY COUNCIL
SPECIAL MEETING
OCTOBER 11, 2010

ORDINANCE SECOND READING (Item 2)

ITEM NO. (2)

ORDINANCE NO. 10-1459 AN ORDINANCE OF THE CITY OF CARSON, CALIFORNIA, (1) AMENDING THE REDEVELOPMENT PLANS FOR PROJECT AREA NO. 1, THE MERGED AND AMENDED PROJECT AREA, AND PROJECT AREA NO. 4 TO MERGE THE RESPECTIVE PROJECT AREAS TO CREATE THE CARSON CONSOLIDATED PROJECT AREA, AND (2) APPROVING AN EXTENSION AND RE-INSTATEMENT OF AGENCY EMINENT DOMAIN AUTHORITY OVER NON-RESIDENTIALLY ZONED PROPERTIES, AND (3) ADDING ONE PROJECT TO THE CAPITAL IMPROVEMENT PROJECTS LIST FOR PROJECT AREA NO. 1

This item was heard before Item No. 1.

Public Comment

Miriam Vazquez stated that she disagreed with the eminent domain which would eventually affect the residential areas and that the people of Carson should be aware of what was going on in the city.

Mayor Dear announced that a prohibition on any eminent domain on residential property was included in the ordinance, therefore, no residential property would be subject to eminent domain.

ACTION: WITH FURTHER READING WAIVED, Ordinance No. 10-1459 was PASSED, APPROVED and ADOPTED, as read by title only, on motion of Dear, seconded by Ruiz-Raber and unanimously carried by the following vote:

Ayes:	Mayor Dear, Mayor Pro Tem Santarina, Council Member Gipson, Council Member Davis-Holmes, and Council Member Ruiz-Raber
Noes:	None
Abstain:	None
Absent:	None