



# City of Carson

## Report to Mayor and City Council

October 2, 2012  
New Business Consent

**SUBJECT: CONSIDERATION OF COUNCIL POLICY AND PROCEDURE 1.1 RELATED TO THE USE OF THE HOME DEPOT CENTER FOR THE TWO REDUCED-COST USES PER YEAR THAT ARE ALLOWED BY THE CITY**

Submitted by David C. Biggs  
City Manager

Approved by David C. Biggs  
City Manager

### **I. SUMMARY**

On September 4, 2012, the City Council discussed the approval process for the use of the Home Depot Center for the two reduced-cost uses per year that are allowed by the City as per the disposition and development agreement (DDA). Attached for the Council's review is Council Policy and Procedure 1.1 (Exhibit No. 1).

### **II. RECOMMENDATION**

APPROVE Council Policy and Procedure 1.1.

### **III. ALTERNATIVES**

1. TAKE no action on this Council Policy and Procedure.
2. Further REVISE Council Policy and Procedure 1.1.

### **IV. BACKGROUND**

In the City Manager's first year at the City of Carson, one observation he has made is that many of the Standard Management Procedures are outdated and antiquated. These policies need to be sorted through, reorganized and in many cases, purged. Moving forward there will be a set of two different types of policies. One is Council Policies and Procedures (CPP) and the second is Administrative Policies and Procedures (APP). Attached is the first CPP being presented to the Council for approval.

On September 4, 2012 the City Council took an action appointing the Carson City Council as the decision maker for the City of Carson as it relates to requests to use of the stadium facilities at the reduced-cost rate. When requests are received for such use, a request shall be placed on the City Council agenda for discussion and a decision.

In the DDA between the City of Carson and Anschutz Southern California Sports Complex, LLC, section 4.5.2 (d) outlines the stipulations for the City's usage of the Home Depot Center's stadium facilities. The City is allowed two reduced-cost uses per year for public events that are beneficial to the City.

**V. FISCAL IMPACT**

None at this time.

**VI. EXHIBITS**

1. Council Policy and Procedure 1.1. (pg. 3-4)

Document I

Prepared by: Lisa Berglund, Principal Administrative Analyst

TO: Rev01-23-12

Reviewed by:

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

**Action taken by Successor Agency**

Date\_\_\_\_\_ Action\_\_\_\_\_



## CITY OF CARSON

### COUNCIL POLICY & PROCEDURE

NUMBER: COUNCIL POLICY AND PROCEDURE 1.1

SUBJECT

Use of the Home Depot Center for the two reduced-cost uses per year that are allowed by the City.

ORIGINAL ISSUE:

October 2, 2012

EFFECTIVE:

October 2, 2012

CURRENT ISSUE:

N/A

EFFECTIVE:

N/A

CATEGORY

City Council Policy

SUPERSEDES

NEW

#### I. PURPOSE AND SCOPE

To create an approval process for the use of the Home Depot Center for the two reduced-cost uses per year that are allowed by the City as per the disposition and development agreement (DDA).

#### II. GENERAL

In the DDA between the City of Carson and Anschutz Southern California Sports Complex, LLC, section 4.5.2 (d) outlines the stipulations for the City's usage of the Home Depot Center's stadium facilities (Exhibit No. 1). The City is allowed two reduced-cost uses per year for public events that are beneficial to the City.

#### III. PROCEDURE

On September 4, 2012 the City Council took an action appointing the Carson City Council as the decision maker for the City of Carson as it relates to requests to use of the stadium facilities at the reduced-cost rate. When requests are received for such use, a request shall be placed on the City Council agenda for discussion and a decision.

#### IV. EXCEPTIONS

There shall be no exceptions to the policy, except through direct instructions of the City Council.

#### V. AUTHORITY

By authority of the City Council on September 4, 2012, Item No. 18.

\_\_\_\_\_  
David Biggs  
City Manager

\_\_\_\_\_  
Date

**EXHIBIT 1** - DDA between City of Carson and Anschutz Southern California Sports Complex, LLC,  
Section 4.5.2 (d)

EXHIBIT NO. 11



and if appropriate, for the 405 Site and are not in default under this DDA or the Cooperation Agreement, (y) the Rent Commencement Date for any Site (the "**First Site**") has occurred and (z) Developer elects not to construct Signage Improvements upon the other Site (the "**Second Site**"), and therefore either does not enter into a Ground Lease or Ground Sublease for the Second Site or does not trigger the Rent Commencement Date for the Second Site, then the obligation of Developer to provide the Public Benefit Initiatives shall commence as of the Rent Commencement Date for the First Site.

4.5.1 **Local Employment Opportunities.** Developer shall implement programs focusing on (a) local hiring providing priority hiring status for City residents for operation of NTC; (b) job training, including a one-time commitment of \$100,000 to City or its designated agent(s) to train and present qualified Carson residents for job openings, and including encouragement of the building trades and union halls to use a Carson-based labor force for construction to the extent legally feasible; and (c) a goal of awarding a total of twenty-five percent (25%) of NTC construction contracts to Disadvantaged Business Enterprise (DBE), with Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) businesses, and (d) using its best reasonable commercial efforts to include the aforesaid minority owned businesses as concessionaires, material vendors and suppliers for the NTC, all to the extent legally feasible.

4.5.2 **Community Programs.** Developer shall implement community programs including: (a) establishing youth training camps and clinics that will include athletes, trainers and coaches outside the NTC but within City at parks and recreation facilities; (b) subject to scheduling and priority use of NTC and CSUDH events, opening NTC facilities to community use, with good faith efforts working with City to achieve goals of an aggregate of ten percent (10%) of use time of NTC facilities and, subject to agreements with CSUDH, an aggregate of twenty (20%) of use time of shared University facilities; (c) establishing or augmenting a locally-based foundation in order to secure funds for the development of a "youth facility" in City, including a gala grand opening event and recurrent fundraisers at the NTC, with proceeds directed to the locally-based foundation, with a view toward generating between \$50,000 to \$100,000 annually during the life of the NTC, and including Developer's commitment to make, or cause to be made, \$250,000 in donations to the foundation for the youth facility within five (5) years of the groundbreaking of the new stadium(s); (d) opening the major stadium facilities at the NTC for City use, with rental fees in an amount sufficient to cover operational costs only, for up to two public benefit events annually; and (e) using reasonable commercial efforts, in cooperation with City, CSUDH and Carson High School, to determine whether the upgraded NTC track and field and tennis facilities can be used for (i) large home or playoff football games of the Carson High School football program, (ii) up to two annual meets or invitationals for the Carson High School track and field program, and (iii) an annual tennis event for the Carson High School tennis program.

4.5.3 **Increased Tax Revenues.** Developer shall use reasonable commercial efforts in conjunction with City's General Manager of Administrative Services to identify City as the point of sale for taxable transactions related to the development and operation of the NTC, and Developer shall work with CSUDH, the State of California and the County Board of

