



File #: 2019-950, Version: 1

Report to Mayor and City Council

Tuesday, October 15, 2019

Discussion

SUBJECT:

DIRECT CITY STAFF REGARDING HOW THE CITY COUNCIL WISHES TO RESPOND TO THE INADEQUACIES OF THE ENVIRONMENTAL IMPACT REPORT ("EIR") OF THE CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS ("CSUDH") 2018 CAMPUS MASTER PLAN AS IT RELATES TO THE PRIVATE, FOR-PROFIT PORTIONS OF SAME, APPROVED BY THE CALIFORNIA STATE UNIVERSITY BOARD OF TRUSTEES ON SEPTEMBER 24, 2019 (CITY COUNCIL)

I. SUMMARY

Since 2016, CSUDH has been processing the entitlement of a revision of their Campus Master Plan, which had previously been updated in 2010, including a Draft EIR that had been available for circulation for some time. On September 24, 2019, the Board of Trustees approved the Master Plan and certified the EIR.

The EIR materially fails to analyze important impacts that the for-profit, private portion of this development will impose on the City and the City's resources. Given the influx of the new development coming to the City and the anticipated toll on the city's resources to provide for public safety and development and maintenance of public infrastructure, the City has adopted city wide applicable to all developments impact fees and a city wide communities facilities district so new developers can contribute towards mitigating their fair share of the impacts their projects will impose on the City. Otherwise, the residents of the City through the local resources such as the Utilities User Tax end up paying for mitigating these impacts, while the impacts are solely caused by the new developments. That is unfair to the residents of the City.

CSUDH's proposed project has an educational component, for which the City is in full support not asking for any DIF or CFD payment. However, a component of the project is completely private and will be given to private developers for profit and has no educational purpose. In particular, a high private number of residential units are being proposed on the site, and the more than 500,000 s.f. of industrial space is proposed for the corridor along Central Avenue. Most of this development is not anticipated being built directly by the university, nor directly on behalf of the university, but as a mechanism for creating ground lease revenue for profit. The EIR fails to properly analyze the environmental impacts of

this private, for-profit part of the development. The City's analysis showed that CSUDH's traffic studies were inadequate, including failure to accurately assess both the baseline condition and new projects proposed in the City.

The City sent an EIR comment letter in April, 2019. The comments were extensive, extending from the City's earlier argument that it is the appropriate entity for the preparation of the EIR to concerns about biological resources, cultural resources, and mainly traffic. Fundamentally, however, much of the disagreement arose over whether CSUDH - and any private developers constructing on its property - would be subject to City-imposed mitigation requirements. The City felt that if at least CSUDH agrees to pay its fair share of the City wide DIF and CFD, then the City can try to itself provide proper mitigation of these impacts. However, CSUDH has argued, since it is an entity of the State of California, it is not subject, and has further extended that exemption even to private, for-profit companies developing on its land.

The DIF and CFD programs were adopted by the City of Carson in March and April, 2019, and are critical to the City's ability to provide the level of public safety and infrastructure it provides currently. In essence CSUDH is asking the City Council to waive millions of dollars that CSUDH's private developers would have had to pay towards their fair share of mitigation of impacts of their for-profit developments have on the City, or to trust that in the future CSUDH's private developers, on their own, will pay those citywide applicable fees.

Since June, the City Manager, Staff, and the CSUDH administration have worked to try to resolve these issues. But to date, CSUDH has not proposed anything beyond proposing to do traffic improvements which are based on a flawed methodology and analysis in their EIR. In other words, they have offered to perform what their EIR requires them to do, which the City has over and over objected to. To simplify things, the City offered a simple solution: The City and CSUDH enter into a simple MOU where in CSUDH agrees that at the time of development their for-profit private portion of their project is subject to City's citywide DIF and CFD. The City even agreed to provide certain discounts to CSUDH as authorized by law. However, CSUDH rejected the City's offer and certified its flawed EIR.

This item is on the agenda because the Board took action on the EIR on September 24, 2019, and there is a limited period during which a challenge can be filed. If the City waits, it would not have any potential legal recourse against the project and the City and its residents would be subject to paying for the mitigation of the impacts the for-profit, private part of the development of this project will impose on the City's resources and residents. The recommendation, then, is to direct Staff to file a lawsuit against the university under CEQA and any other applicable statutes to ensure that the courts address the City's concerns. The alternative is to seek and enter a tolling agreement to allow for more time to come to a voluntary, amicable settlement between the parties that provides for the mitigation of these environmental impacts.

II. RECOMMENDATION

1. PROVIDE Staff with direction to file a lawsuit against California State University

Dominguez Hills, related to the 2018 Campus Master Plan and its EIR under the California Environmental Quality Act and other applicable law.

III. ALTERNATIVES

2. PROVIDE Staff direction to seek and enter into a tolling agreement with the University to facilitate an opportunity for the University to enter into an agreement with the City to address the City's concerns and to provide a meaningful framework to mitigate the impacts on the City from the private, for-profit portion of the Master Plan project. If the University fails to agree to a tolling agreement, for Staff to file a lawsuit under the California Environmental Quality Act and other applicable law.

IV. BACKGROUND

On September 24, 2019, the California State University Board of Trustees, Committee on Campus Planning, Buildings and Grounds (the "Board") approved the CSUDH 2018 Master Plan Revision ("Master Plan"), which included the certification of the project's DEIR.

Prior to the approval of the Master Plan in September, the City was engaged with the university over a number of issues of concern in the Master Plan and the DEIR, and had asked CSUDH to consider requesting a postponement of the vote by the Board to allow for more time to resolve these issues. That postponement did not occur and the Board took action at the meeting.

As a Responsible Agency under CEQA, the City's only remedy for a concern about a deficiency in the environmental analysis is litigation, so this action is to direct the City Attorney's Office to file a lawsuit against CSUDH under CEQA, citing a number of the deficiencies the City has placed on the record through written comments on the DEIR.

Notwithstanding the City's pursuit of remedies through the courts for environmental deficiencies, it remains excited about the Master Plan and the proposed expansion of CSUDH in Carson. The enlargement of the university student body, additional academic choices, and new student housing will be a major benefit to the City of Carson, its residents, and the region. Therefore, the City supports the Master Plan concept in general since it will enhance the educational opportunities for the community and, furthermore, the City and CSUDH should be partners in ensuring the University and the City thrive together and provide educational excellence.

However, while supporting the portion of the Master Plan specifically related to educational purposes, the City has serious concerns regarding the extensive proposed private, for-profit development on the remaining portions of the University property. As indicated in the Master Plan and the DEIR, the private development consists of 2,150 residential units, 100,000 square feet of retail space, and 570,000 square feet of business park space. The Master Plan is not clear what percentage of these uses is purely for educational purposes or directly would support the students and what percentage is proposed as for-profit private

development.

The City is concerned that the uses proposed as for-profit private development will greatly impact the City's infrastructure and services just as much as other private developments in the City, and, additionally, that there is not a mechanism to provide for such developers to pay their "fair share" contribution to the City for mitigation of environmental impacts, as the City requires of *every other developer* in Carson. CSUDH has indicated that such for-profit private development is necessary to fund the portion of the Master Plan that is for educational purposes, and that CSUDH will enter into long-term land leases with these private developers who will build housing, retail, and business-park uses for a profit.

City staff's attempts to resolve the issues with CSUDH have not been successful. The following provides a summary of the major issues that have not been resolved:

1. During the public review of the DEIR, the City informed CSUDH that our Traffic consultant identified unsupported and missing traffic analysis that made reviewing the conclusions of the traffic study impossible, and requested an extension to the public review process. However, the requested information was not submitted and the review period not extended (previously, the review period was extended to address other missing information from the traffic study). Therefore, the City was forced to comment on the DEIR without a benefit of an adequate traffic study. Additionally, the City provided extensive comments on the Master Plan DEIR with a letter dated April 15, 2019.

The City's letter states that the traffic study included unsupported and missing traffic analysis. After submitting our comments, CSUDH's response was to agree to a Memorandum of Understanding (MOU) that would provide limited funding for certain traffic improvements in return for a full release from the City of its claims and rights in the review process.

3. A September 5, 2019, letter to City Manager Sharon Landers from Ron Coley, Interim Vice President for Administration and Finance, acknowledges that the City is generally supportive of the project and states that the City is generally receptive to CSUDH's offer to provide monetary contributions toward the costs of certain improvements related to the Master Plan, but that the City is concerned the MOU does not address the City's position regarding its CFD and its DIF program.

However, in CSUDH's view, the City's concerns relating to application of its CFD and DIF are not germane to the Project's Final EIR, and suggested they be addressed at a later date. To that end, CSUDH revised the proposed MOU to reflect the City's concerns and to reserve the City's ability to raise these issues outside of the CEQA context at a later date, if needed.

4. The MOU proposed a payment of \$3,826,419 to the City to mitigate the impacts of the project on all City roads. This amount is presumably based on the mitigation measures in the DEIR with which the City does not agree. As noted above, the City provided comments on the DEIR and the associated traffic study during the public review period for the EIR; in the City's April 15, 2019 comment letter, the City asserts that the traffic

study analysis was flawed and the traffic impacts of the project could be significantly different those included in the traffic study. Therefore, the resulting mitigation measures in the MOU would not necessarily mitigate impacts of the project: some of the mitigation measures are simply infeasible; some may require additional right-of-way acquisition that does not appear to be included in the cost estimate; the cost of the improvements are calculated in today's dollars but will not necessarily be constructed today; the MOU assumes that the City will be constructing all the improvements, which the City has not agreed to do; and, the cost estimate is a preliminary cost estimate that is not based on designed plans and cannot be relied on in the MOU.

5. CSUDH has offered to discuss the payment of City's DIF and CFD at a future date, even though the MOU states CSUDH disagrees with the City's position that DIF and CFD should be paid by the private, for-profit developers. This offer, therefore, does not provide the City *any assurances* and leaves the City with no choice but to decline the offer. The City believes the private, for-profit developers should pay the DIF just like any other developer in the City at the time they build their project. The City has offered to negotiate certain credits that may be applied toward the infrastructure improvements the developers construct. The DIF fees will mitigate the impacts of projects on the City's infrastructure and are applicable to all projects in the City.
6. In any other development the private, for-profit developers would also be required to pay an on-going CFD annual fee. As with the DIF, the City has offered to negotiate certain credits that may be applied toward some of the services, if the projects are eligible for such credits. The CFD amount will be applicable for each project prior to each developer for a proposed project pulling their first building permits. These fees will mitigate the impacts of projects on the City's services and are applicable to all projects in the City.
7. In addition, the following improvements are expected to be completed, just like any other private development. These are normal traffic impact mitigation measures that would be required of any developer, and not typically rolled into a citywide DIF:
 - a. Install full width sidewalk along the north side of University Dr. from approximately 150 feet east of Coslin Ave. to Pepperdine Ave.
 - b. Install street lights on concrete pole with underground wiring along the north side of University Dr. from Coslin Ave. to Pepperdine Ave.
 - c. Install missing trees in the public right of way abutting the proposed development.
 - d. Expand existing sidewalk along Victoria by filling in approximately 1-1/2 ft. wide strip of concrete next to the back of existing sidewalk to meet ADA requirements.
 - e. Developer should address soil erosion issue during rainy days along the north side of University Dr., this can be accomplished by installing slough wall along the back of existing sidewalk, on-site regrading and adjusting drainage pattern.
 - f. Upgrade existing streetlights on wooden poles along Avalon Blvd. to concrete

poles with LED lights and underground wiring.

- g. Expand existing concrete sidewalk along Avalon Blvd. by filling in approximately 3-foot wide strip of concrete next to the back of the existing sidewalk.
 - h. Remove and replace existing broken and raised sidewalk abutting the proposed development site.
5. In addition, the following considerations are expected from all projects:
- a. Comply with City's Bike Master Plan.
 - b. Cooperate with the City to provide transit services that benefit both the City and the University.
 - c. Cooperate with the City to obtain grants to reduce the cost of implementing the University's Master Plan.

Based on the unresolved issues stated above, the City is not in a position "to waive any/all rights it may have to challenge on any legal grounds whatsoever CSU's certification of the CEQA adequacy of the CSUDH 2018 Campus Master Plan EIR and all related project approvals" as stated in the MOU. The City has urged the leadership at CSUDH to work with City staff to resolve these issues over the past several months, and requested that they request the Board not take action on the Master Plan on September 24, 2019. These efforts have not resolved the issues.

The recommendations and alternatives are discussed above in the Summary section.

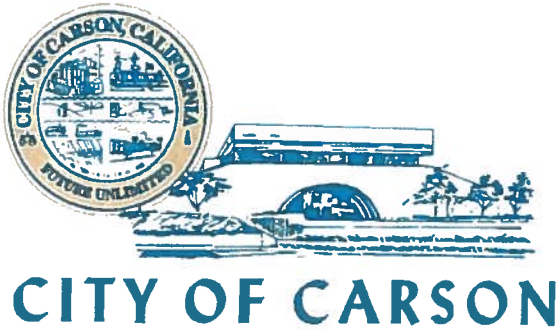
V. FISCAL IMPACT

If applied per the Interim Development Impact Fee schedule adopted by the City Council in early 2019, private, non-profit developers could be subject to as much as \$31,159,431 in DIF costs at the construction stage. In addition, the CFD could be up to \$2,400,000 per year in later years, mostly attributable to the CFD assessed against the proposed 2,150 residential units on the campus.

VI. EXHIBITS

1. September 12, 2019 Letter to Dr. Thomas Parham, President of CSUDH (pgs. 7-9)
2. September 5, 2019 Letter to City Manager from Ron Coley, Interim VP (pgs. 10-15)
3. CSUDH Traffic Fair Share MOU (pgs. 16-18)
4. Draft IDIF and CFD Analysis (pgs. 19-20)

Prepared by: John S. Raymond, Assistant City Manager



September 12, 2019

Dr. Thomas A. Parham, President
California State University, Dominguez Hills
1000 East Victoria Street
Carson, CA 90747

Subject: City of Carson's Comments on the Proposed Memorandum of Understanding

Dear Dr. Parham,

This letter is being sent to you at the direction of the Ad Hoc Subcommittee consisting of Mayor Robles and Mayor Pro Tem Hick. We would like to express our excitement for the Master Plan for the proposed expansion of the California State University at Dominguez Hills in Carson. We see the enlargement of the university student body, additional academic choices, and new student housing as a major benefit to the City of Carson, its residents, and the region. Therefore, the City supports the Master Plan concept in general since it will enhance the educational opportunities for the community and region. In addition, we consider the City and the University partners in ensuring the University and the City thrive together and provide educational excellence.

While we fully support the portion of the Master Plan related to educational purposes, the City has serious concerns regarding the proposed private for profit development on the remaining portions of the University property. As indicated in the Master Plan and the DEIR, the private development consists of 2,150 residential units, 100,000 square feet of retail space, and 570,000 square feet of business park space. The Master Plan is not clear what percentage of these uses is purely for educational purposes or directly would support the students and what percentage is for profit private development. The proposed uses of for profit private development will impact the City's infrastructure and services just like other private developments in the City. It is our understanding that for profit private development is necessary to fund the portion of the University that is for educational purposes and that the University will enter into long term land leases with private developers who will build housing, retail, and business park uses for a profit.

Even though we have a great relationship with your staff, our attempts have not been successful in resolving the issues the City is concerned about. The following provides a summary of the major issues that need to be discussed and resolved between us. Failure to do so may leave the City with no choice but to take further action that is not our preferred route:

1. During the public review of the DEIR, the City reached out to University staff to inform them that our Traffic Engineer consultant has identified unsupported and missing traffic analysis that made reviewing the conclusions of the traffic study impossible and requested an extension to the

public review process. However, the requested information was never submitted and the review period was never extended (previously, the review period was extended to address other missing information from the traffic study).

Therefore, the City commented on the DEIR without the benefit of an adequate traffic study. The City provided extensive comments on the Master Plan DEIR with our letter dated April 15, 2019. In the letter we stated that the traffic study included unsupported and missing traffic analysis amount other things. After submitting our comments, we never heard any response from your staff.

2. We are in receipt of your proposed Memorandum of Understanding (MOU) that includes a payment of \$3,826,419 to the City to mitigate the impacts of the project on all City roads. This amount is presumably based on the mitigation measures in the DEIR that the City is not in agreement with. The City provided comments on the DEIR and the associated traffic study during the public review period for the EIR. As stated above, and included in our April 15, 2019 comment letter, the traffic study analysis was flawed and the traffic impacts of the project could be significantly different than those included in the traffic study. Therefore, the resulting mitigation measures would not necessarily mitigate impacts of the project. In addition, some of the mitigation measures are infeasible, require additional right-of-way that does not appear to be included in the cost estimate, the cost of the improvements are calculated in today's dollars and will not necessarily be done today, there is an assumption that the City will be doing all the improvements, which we have not agreed to do or are willing to do since your project is causing the impacts. Therefore, it is very difficult to agree on traffic mitigation measures without a revised traffic study. Furthermore, your cost estimate is a preliminary cost estimate that is not based on designed plans and cannot be relied on in the MOU.
3. Your letter dated September 5, 2019, states that, if needed, at a future time the University would discuss the payment of City's Citywide Development Impact Fees (DIF) and Citywide Community Facilities District (CFD) even though the MOU states the University disagrees with the City's position that DIF and CFD should be paid by the private for profit developers. This offer does not provide the City any assurances that we will be able to come to a mutual agreement in the future. The City believes the private for profit developers should pay the DIF just like any other developer in the City when they are ready to build their project. Certain credits may be applied toward the infrastructure improvements the developers construct. The DIF fees will mitigate the impacts of the private for profit projects on the City's infrastructure and are applicable to all projects in the City.

In addition, the private for profit developers will be required to pay the on-going Citywide CFD annual fee based on the intensity of the project. Certain credits may be applied toward some of the services if the project provides those services. The CFD amount will be applicable for each project prior to each developer for a proposed project pulling their first building permits. These fees will mitigate the impacts of projects on the City's services and are applicable to all projects in the City.

4. In addition, the following improvements are expected to be completed, just like any other private development:

- a. Install full width sidewalk along the north side of University Dr. from approximately 150 feet east of Coslin Ave. to Pepperdine Ave.
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 - h. Remove and replace existing broken and raised sidewalk abutting the proposed development site.
5. In addition, the following considerations are expected from all projects:
- a. Comply with City's Bike Master Plan.
 - b. Cooperate with the City to provide transit services that benefit both the City and the University.
 - c. Cooperate with the City to obtain grants to reduce the cost of implementing the University's Master Plan.

Based on the unresolved issues stated above, the City is not in a position "to waive any/all rights it may have to challenge on any legal grounds whatsoever CSU's certification of the CEQA adequacy of the CSUDH 2018 Campus Master Plan EIR and all related project approvals" as stated in the MOU. Therefore, we urge the University to work with City staff to resolve these issues in advance of the Board of Trustees taking any action on the Master Plan and the FEIR. Meanwhile if you have any questions, please contact me (310) 952-1729 or sllanders@carson.ca.us.

Sincerely,



Sharon L. Landers
City Manager

cc:

Ron Coley, Interim Vice President, Administration and Finance
Albert Robles, Mayor
Cedric L. Hicks, Mayor Pro Tem
John Raymond, Assistant City Manager - Economic Development



CITY MANAGER
19 SEP -9 PM 4: 37

DIVISION OF
ADMINISTRATION & FINANCE

OFFICE OF THE VICE PRESIDENT
JAMES L. WELCH HALL (WH) B-470

PHONE: (310) 243-3750
FAX: (310) 243-3869

September 5, 2019

Sharon Landers
City Manager, City of Carson
701 E. Carson Street
Carson, CA 90745
SLLanders@carson.ca.us

Re: California State University, Dominguez Hills Campus Master Plan
Proposed Off-Site Mitigation Memorandum of Understanding

Dear Ms. Landers:

I wanted to thank you very much for the very constructive meeting we had recently. We are encouraged by the support you and others at the City have expressed for the Master Plan proposal, and I am personally looking forward to continuing what I feel will be a productive working relationship between the City and the University. To that end, I have placed an asterisk next to our scheduled luncheon on September 26.

As a follow-up to our meeting and subsequent email correspondence, I am writing in an effort to further our progress toward achieving a mutually acceptable Memorandum of Understanding (MOU) regarding CSU's offer to make fair share contributions toward the costs of certain off-site transportation mitigations related to CSUDH's Campus Master Plan project.

We understand the City is generally supportive of the project, which I believe we all agree will provide many lasting benefits to the Carson community. We also understand that the City is generally receptive to CSU's offer to provide monetary contributions toward the costs of certain improvements related to the Master Plan, but that the City is concerned the MOU does not address the City's position regarding its Community Facilities District (CFD) and its Interim Development Impact Fee (DIF) program.

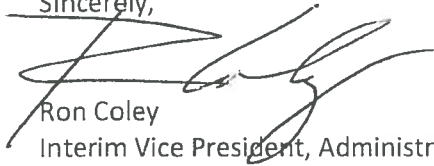
In our view, the City's concerns relating to application of its CFD and DIF are not germane to the Project's Final EIR, and may therefore be addressed at a later date. To that end, we have revised the proposed MOU to reflect the City's concerns and to reserve the City's ability to raise these issues outside of the CEQA context at a later date, if needed.

As I have previously noted, I am writing to let you know we are prepared to complete our discussions at the earliest possible opportunity. Please let us know if you have any questions or comments regarding the revised proposed MOU.

Sharon Landers
September 5, 2019
Page 2

I am hopeful we can finalize the MOU in the immediate future.

Sincerely,



Ron Coley
Interim Vice President, Administration and Finance

cc: Dr. Thomas Parham, President
Carrie Stewart, Vice President, University Advancement
David Gamboa, Assistant Vice President, External Relations
Dawn Theodora, Assistant Vice Chancellor and Chief Counsel, Business and Finance
John Walsh, University Counsel
Elvyra F. San Juan, Assistant Vice Chancellor, Capital Planning, Design and Construction,
CSU Chancellor's Office
Jay Bond, University Planning Consultant

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF TRUSTEES OF THE
CALIFORNIA STATE UNIVERSITY
AND
THE CITY OF CARSON
FOR
CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS
CAMPUS MASTER PLAN
(Off-Site Local Improvements)

THIS Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the Board of Trustees of the California State University, on behalf of California State University, Dominguez Hills ("CSUDH") and the City of Carson ("CITY"). CITY and CSUDH may be referred to herein as a "PARTY" and collectively "PARTIES".

I. RECITALS:

- A. WHEREAS, a Draft Environmental Impact Report for "Campus Master Plan" dated February 2019 ("DEIR"), has been prepared by CSUDH in accordance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code, Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Section 15000 et seq.) to analyze the potential significant impacts associated with the Campus Master Plan project at the California State University, Dominguez Hills campus ("CSU Dominguez Hills" or "University");
- B. WHEREAS, the Draft CSUDH Transportation Impact Study, Campus Master Plan, California State University, Dominguez Hills (February 2019) ("CSUDH Campus Master Plan TIS"), which is contained within the DEIR as Appendix F, Traffic and Circulation, presents the analyses of potential transportation-related impacts, including off-site road impacts and recommended improvements, associated with implementation of the Campus Master Plan;
- C. WHEREAS, the CITY and CSUDH desire to enter into a memorandum of understanding that defines the commitments and responsibilities of the PARTIES relative to the funding and construction of the off-site improvements identified in the CSUDH Campus Master Plan TIS;
- D. WHEREAS, the CITY has expressed its position that private developers who become involved with the University Village portion of the Campus Master Plan must comply with City permitting and development requirements, including payment of development impact fees and participation in the City's Community Facilities District, and CSUDH disagrees with the City's stated position.

NOW, THEREFORE, the PARTIES agree to the following:

II. AGREEMENT:

- A. The PARTIES agree to the apportionment of the fair share costs of the off-site improvements as presented in Exhibit "A," attached hereto, based on the recommended intersection mitigation measures identified in Chapter 13 of the CSUDH Campus Master Plan TIS.
- B. CSUDH agrees to make its fair share contributions to the CITY toward the costs of construction and/or implementation of the off-site improvements presented in Exhibit "A" at such time as identified in CSUDH Campus Master Plan TIS, Exhibit 150, Triggers for Mitigation. The CSUDH contribution for each improvement identified in attached Exhibit "A" will follow the City's payment of the balance of all funds necessary to construct and/or implement the identified off-site improvements.
- C. CITY agrees to construct or otherwise implement the off-site improvements presented in Exhibit "A" at such time as identified in the CSUDH Campus Master Plan TIS, Exhibit 150.
- D. The total amount of CSUDH's contributions for its share of the recommended improvements shall not exceed the total amount set forth in attached Exhibit "A," under the column entitled "CSUDH Contribution".
- E. In exchange for CSUDH's agreement to provide contributions in the total amount listed in Exhibit "A", CITY agrees to waive any/all rights it may have to challenge on any legal grounds whatsoever CSU's certification of the CEQA adequacy of the CSUDH Campus Master Plan EIR and all related project approvals.
- F. Notwithstanding City's agreement to waive any/all rights it may have to challenge on any legal grounds whatsoever CSU's certification of the CEQA adequacy of the CSUDH Campus Master Plan EIR and all related project approvals as stated above, City does not waive its right to assert a subsequent claim that private developers who become involved with the University Village portion of the Campus Master Plan must comply with City permitting and development requirements, including payment of development impact fees and participation in the City's Community Facilities District.

III. TERM:

- A. The term of this MOU will commence as of the date fully executed by all PARTIES hereto and shall terminate upon completion of all the improvements described in Exhibit "A".
- B. The CITY shall be the responsible "Project Manager" and shall be responsible for the delivery of the improvements identified in Exhibit "A".

IV. MISCELLANEOUS:

- A. This MOU shall not be amended, nor any provision or breach hereof waived except in writing signed by the PARTIES. This MOU constitutes the entire understanding between the PARTIES with respect to the subject matter herein.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be executed by and through their respective authorized officers, as of the date first written.

CITY OF CARSON,
A Municipal Corporation

TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY, A State Agency

By: _____
Ms. Sharon Landers, City Manager

By: _____
Ms. Elvyra F. San Juan, Assistant Vice
Chancellor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

_____,
City Attorney

_____,
Office of General Counsel

By: _____

By: _____

Exhibit "A"

**CSUDH 2018 Campus Master Plan Memorandum of Understanding
(Off-Site Local Improvements)**

Study ID	Intersection	Recommended Improvements	Total Cost	CSUDH Fair Share Percentage	CSUDH Contribution
1	Victoria St./Drive D	Signalize	\$553,875	100%	\$553,875
		Add 2nd WB left turn lane	\$519,854	66%	\$343,104
3	Victoria St./Birchknoll Dr.	Add 2d WB Left-Turn Lane	\$13,802	100%	\$13,802
5	Central Ave./Charles Willard St.	Signalize	\$553,875	100%	\$553,875
6	Central Ave./Beachey Pl.	Signalize	\$553,875	100%	\$553,875
9	University Dr./Toro Center Dr.	Signalize	\$553,875	100%	\$553,875
12	Avalon Blvd./Albertoni St.	Add 2nd Exclusive EB Right-Turn Lane	\$12,203	46%	\$5,614
13	Avalon Blvd./Victoria St.	Add 2nd NB Left-Turn Lane, Convert EB Exclusive Right-Turn Lane to a Through/Right-Shared Lane	\$709,946	100%	\$709,946
		Add 3rd WB Through Lane	\$728,501	70%	\$509,951
22	Figueroa St./190th St./Victoria St.	Add 3rd WB Through Lane, Add 3rd EB Through Lane	\$5,472	100%	\$5,472
23	Broadway/Victoria St.	Add 3rd WB Through Lane, Add EB Right-Turn Lane	\$9,859	73%	\$7,197
24	Main St./Victoria St.	Add 3rd EB Through Lane, Add WB Exclusive Right-Turn Lane	\$7,270	100%	\$7,270
		Add 3rd WB Through Lane (instead of the WB Exclusive Right-Turn Lane)	\$8,792	71%	\$6,242
26	Avalon Blvd./Del Amo Blvd.	Add SB Exclusive Right-Turn Lane Convert WB Exclusive Right-Turn Lane into an WB Through/Right-Shared Lane	\$2,324	100%	\$2,324
Total of These Improvements			\$4,233,521	90%	\$3,826,419

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF TRUSTEES OF THE
CALIFORNIA STATE UNIVERSITY
AND
THE CITY OF CARSON
FOR
CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS
CAMPUS MASTER PLAN
(Off-Site Local Improvements)

THIS Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the Board of Trustees of the California State University, on behalf of California State University, Dominguez Hills ("CSUDH") and the City of Carson ("CITY"). CITY and CSUDH may be referred to herein as a "PARTY" and collectively "PARTIES".

I. RECITALS:

- A. WHEREAS, a Draft Environmental Impact Report for "Campus Master Plan" dated February 2019 ("DEIR"), has been prepared by CSUDH in accordance with the California Environmental Quality Act of 1970 (CEQA) (Public Resources Code, Section 21000 et seq.) and the CEQA Guidelines (California Code of Regulations, Section 15000 et seq.) to analyze the potential significant impacts associated with the Campus Master Plan project at the California State University, Dominguez Hills campus ("CSU Dominguez Hills" or "University");
- B. WHEREAS, the Draft CSUDH Transportation Impact Study, Campus Master Plan, California State University, Dominguez Hills (February 2019) ("CSUDH Campus Master Plan TIS"), which is contained within the DEIR as Appendix F, Traffic and Circulation, presents the analyses of potential transportation-related impacts, including off-site road impacts and recommended improvements, associated with implementation of the Campus Master Plan;
- C. WHEREAS, the CITY and CSUDH desire to enter into a memorandum of understanding that defines the commitments and responsibilities of the PARTIES relative to the funding and construction of the off-site improvements identified in the CSUDH Campus Master Plan TIS;
- D. WHEREAS, the CITY has expressed its position that private developers who become involved with the University Village portion of the Campus Master Plan must comply with City permitting and development requirements, including payment of development impact fees and participation in the City's Community Facilities District, and CSUDH disagrees with the City's stated position.

NOW, THEREFORE, the PARTIES agree to the following:

II. AGREEMENT:

- A. The PARTIES agree to the apportionment of the fair share costs of the off-site improvements as presented in Exhibit "A," attached hereto, based on the recommended intersection mitigation measures identified in Chapter 13 of the CSUDH Campus Master Plan TIS.
- B. CSUDH agrees to make its fair share contributions to the CITY toward the costs of construction and/or implementation of the off-site improvements presented in Exhibit "A" at such time as identified in CSUDH Campus Master Plan TIS, Exhibit 150, Triggers for Mitigation. The CSUDH contribution for each improvement identified in attached Exhibit "A" will follow the City's payment of the balance of all funds necessary to construct and/or implement the identified off-site improvements.
- C. CITY agrees to construct or otherwise implement the off-site improvements presented in Exhibit "A" at such time as identified in the CSUDH Campus Master Plan TIS, Exhibit 150.
- D. The total amount of CSUDH's contributions for its share of the recommended improvements shall not exceed the total amount set forth in attached Exhibit "A," under the column entitled "CSUDH Contribution".
- E. In exchange for CSUDH's agreement to provide contributions in the total amount listed in Exhibit "A", CITY agrees to waive any/all rights it may have to challenge on any legal grounds whatsoever CSU's certification of the CEQA adequacy of the CSUDH Campus Master Plan EIR and all related project approvals.
- F. Notwithstanding City's agreement to waive any/all rights it may have to challenge on any legal grounds whatsoever CSU's certification of the CEQA adequacy of the CSUDH Campus Master Plan EIR and all related project approvals as stated above, City does not waive its right to assert a subsequent claim that private developers who become involved with the University Village portion of the Campus Master Plan must comply with City permitting and development requirements, including payment of development impact fees and participation in the City's Community Facilities District.

III. TERM:

- A. The term of this MOU will commence as of the date fully executed by all PARTIES hereto and shall terminate upon completion of all the improvements described in Exhibit "A".
- B. The CITY shall be the responsible "Project Manager" and shall be responsible for the delivery of the improvements identified in Exhibit "A".

IV. MISCELLANEOUS:

- A. This MOU shall not be amended, nor any provision or breach hereof waived except in writing signed by the PARTIES. This MOU constitutes the entire understanding between the PARTIES with respect to the subject matter herein.

IN WITNESS THEREOF, the parties hereto have caused this MOU to be executed by and through their respective authorized officers, as of the date first written.

CITY OF CARSON,
A Municipal Corporation

TRUSTEES OF THE CALIFORNIA STATE
UNIVERSITY, A State Agency

By: _____
Ms. Sharon Landers, City Manager

By: _____
Ms. Elvyra F. San Juan, Assistant Vice
Chancellor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

_____,
City Attorney

_____,
Office of General Counsel

By: _____

By: _____

**City of Carson
Infrastructure Impacts
August 27, 2019**

CITY OF CARSON INTERIM DEVELOPMENT IMPACT FEE PROGRAM				
Project Type	Fee Category	IDIF Program Rates	Project Feature	IDIF Program Fee
Business Park	Traffic	\$ 725.61	572.4 KSF	\$ 415,339.16
	Parks	\$ 857.92		\$ 491,073.41
	Beautification	\$ 26.73		\$ 15,300.25
	General Government Facilities	\$ 191.79	or	\$ 109,780.60
	Transportation Infrastructure	\$ 390.72	572,400 sq. ft.	\$ 223,648.13
	Utilities and Sustainability	\$ 246.60		\$ 141,153.84
	IDIF Fee Rate Subtotal (per KSF)	\$ 2,439.38 (\$2.44 per sq. ft.)		Proposed Project IDIF Fee Subtotal
Residential MFR Studio / 1 Bedroom	Traffic	\$ 422.05	1,074 Units	\$ 453,281.70
	Parks	\$ 9,583.75		\$ 10,292,947.50
	Beautification	\$ 37.30		\$ 40,060.20
	General Government Facilities	\$ 267.61		\$ 287,413.14
	Transportation Infrastructure	\$ 545.19		\$ 585,534.06
	Utilities and Sustainability	\$ 344.09		\$ 369,552.66
	IDIF Fee Rate Subtotal (per unit)	\$ 11,200.00	Proposed Project IDIF Fee Subtotal	\$ 12,028,800.00
Residential MFR All Other	Traffic	\$ 298.08	1,075 Units	\$ 320,436.00
	Parks	\$ 12,183.75		\$ 13,097,531.25
	Beautification	\$ 47.42		\$ 50,976.50
	General Government Facilities	\$ 340.21		\$ 365,725.75
	Transportation Infrastructure	\$ 693.09		\$ 745,071.75
	Utilities and Sustainability	\$ 437.44		\$ 470,248.00
	IDIF Fee Rate Subtotal (per unit)	\$ 14,000.00	Proposed Project IDIF Fee Subtotal	\$ 15,050,000.00
Commercial Retail	Traffic	\$ 2,568.37	96.1 KSF	\$ 246,781.83
	Parks	\$ 902.72		\$ 86,737.85
	Beautification	\$ 28.13		\$ 2,702.87
	General Government Facilities	\$ 201.88	or	\$ 19,397.64
	Transportation Infrastructure	\$ 411.29	96,085 sq. ft.	\$ 39,518.80
	Utilities and Sustainability	\$ 259.58		\$ 24,941.74
	IDIF Fee Rate Subtotal (per KSF)	\$ 4,371.98 (\$4.37 per sq. ft.)		Proposed Project IDIF Fee Subtotal
LOS ANGELES COUNTY FIRE DEPARTMENT IMPACTS				
All Residential	Fire Department	\$0.87 per sq. ft. x 2,149 units x 900 sq. ft. (average per unit)	Fire Department Residential Subtotal	\$ 1,682,667.00
Commercial Retail & Business Park	Fire Department	\$0.87 per sq. ft. x (96,085 sq. ft. of retail + 572,400 sq. ft. business park)	Fire Department Commercial Retail and Business Park Subtotal	\$ 581,581.95
INFRASTRUCTURE IMPACTS TOTAL				\$ 31,159,431.76

Notes:

* Impact Fees are calculated and due prior to issuance of a building permit in one lump sum installment. Fees are subject to adjustments every July 1 based on State of California Construction Cost Index.

**City of Carson
Maintenance and Services
August 27, 2019**

	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Proposed Project Feature #1 - 1,074 Units of Residential (Studio and Apartments 1 Bedroom or less)*						
Rate per unit of Residential - Studio and Apartments 1 Bedroom or less	\$ 517.94	\$ 554.20	\$ 592.99	\$ 634.50	\$ 678.91	\$ 726.44
<i>Proposed Project Feature #1 Subtotal</i>	\$ 556,267.56	\$ 595,206.29	\$ 636,870.73	\$ 681,451.68	\$ 729,153.30	\$ 780,194.03
Proposed Project Feature #2 - 1,075 Units of Residential (All Others)*						
Rate per unit of Residential - All Others (per unit)	\$ 879.10	\$ 940.64	\$ 1,006.48	\$ 1,076.94	\$ 1,152.32	\$ 1,232.98
<i>Proposed Project Feature #2 Subtotal</i>	\$ 945,032.50	\$ 1,011,184.78	\$ 1,081,967.71	\$ 1,157,705.45	\$ 1,238,744.83	\$ 1,325,456.97
Proposed Project Feature #3 - 28 Acres of Industrial (Zone #1 - Local Truck Routes)*						
Rate per acre for Industrial Zone 1 - Local Truck Routes	\$ 2,616.10	\$ 2,799.23	\$ 2,995.17	\$ 3,204.83	\$ 3,429.17	\$ 3,669.22
<i>Proposed Project Feature #3 Subtotal</i>	\$ 73,250.80	\$ 78,378.36	\$ 83,864.84	\$ 89,735.38	\$ 96,016.86	\$ 102,738.04
LA County Sheriff Department Services**						
<i>LA County Sheriff Department Services Subtotal</i>	\$ 207,619.00	\$ 216,961.86	\$ 226,725.14	\$ 236,927.77	\$ 247,589.52	\$ 258,731.05
MAINTENANCE AND SERVICES TOTAL (BY YEAR)	\$ 1,782,169.86	\$ 1,901,731.28	\$ 2,029,428.42	\$ 2,165,820.28	\$ 2,311,504.50	\$ 2,467,120.08

Notes:

* Rates are based on the City of Carson's Community Facilities District (CFD) No. 2018-01 – Tax Zone No. 4 (City-wide Uniformed Rates) for Maintenance and Services. On each July 1, commencing on July 1, 2020 through and including July 1, 2024, the Maximum Special Tax Rate for Tax Zone No. 4 shall be increased by 7%. On each July 1, commencing on July 1, 2025 and thereafter, the Maximum Special Tax Rate for Tax Zone No. 4 shall be increased by the percentage change in the November annualized Consumer Price Index for Los Angeles-Long Beach-Anaheim for all Urban Consumers, the Tax Escalation Factor for Tax Zone No. 4.

** Los Angeles County Sheriff Department rate presented on the above table is based on an annual escalation factor of 4.5%, which is the average of the estimated 3 to 6 percent annual increase. These rates can also be found on page 23-24 of City's EIR Comment Letter.