

AMENDED AGENDA

**MEETING OF THE CITY OF
CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT (Carson EIFD)
PUBLIC FINANCING AUTHORITY (PFA)**

Lula Davis-Holmes, Chair (City of Carson)

Jim Dear, Vice-Chair (City of Carson)

Caroline Torosis (L.A. County)

Katie Pandolfo, Secretary (City of Carson)

Angela Reddock-Wright (L.A. County)

“In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the Community Development Department office at 310-952-1700 Ext. 1310 at least 48 hours prior to the meeting.” (Government Code Section 54954.2)

PUBLIC INFORMATION

The public may address the Public Financing Authority on any matters within the jurisdiction of the Carson Enhanced Infrastructure Financing District or on any items on the agenda prior to any action taken on the agenda. Because of the threat of COVID-19 (aka the “Coronavirus”) you are urged to take all appropriate health safety precautions.

DUE TO CORONA VIRUS COVID-19, NO MEMBERS OF THE PUBLIC WILL BE ALLOWED INTO CITY HALL DURING THE PUBLIC FINANCING AUTHORITY MEETING. THE MEETING WILL BE CONDUCTED VIA REMOTE TELECONFERENCING USING THE ELECTRONIC “ZOOM” APPLICATION.

TO FACILITATE PUBLIC PARTICIPATION, OUR PUBLIC FINANCING AUTHORITY MEETINGS WILL BE AVAILABLE TO YOU BY:

1. Email: You can email comments to inguyen@carsonca.gov. Please identify “Carson EIFD” in your comments. Your comments will be read into the record.

2. Telephone: You can record your comments at (310) 952-1700 Ext. 1310. Please identify "Carson EIFD" in your comments. Your comments will be read into the record.
3. Box outside of City Hall: You can provide hand-written comments by dropping off a note at the box located in front of City Hall (701 East Carson Street). Please identify "Carson EIFD" in your comments. Your comments will be read into the record.
4. Live Participation (Zoom/Telephone): Anyone wishing to provide oral comments via Zoom / Telephone at the public hearing shall email jnguyen@carsonca.gov before the close of the public hearing scheduled at 11:00 a.m. stating they wish to provide oral comments at the hearing.

CALL TO ORDER: PUBLIC FINANCING AUTHORITY: (11:00 AM)**ROLL CALL (ASSISTANT SECRETARY):****STAFF ORAL COMMUNICATIONS:****INTRODUCTIONS/PRESENTATIONS:****ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR):****CONSENT (Item No. 1)**

- Item No. 1 Adoption of Resolution No. 22-001 Making Findings related to the Continued Existence of a State of Emergency Due to COVID-19 and Authorizing the Conduct of Public Meetings of the Public Financing Authority via Remote Teleconferencing for an Initial 30-Day Period Pursuant to the Ralph M. Brown Act As Amended by Assembly Bill 361**

Recommended Actions: WAIVE further reading and ADOPT Resolution No. 22-001

APPROVAL OF MINUTES (Item No. 2)

- Item No. 2 Approval of September 13, 2021 Regular Meeting of the Carson EIFD Public Financing Authority Minutes.**

Recommended Action: APPROVE the minutes as listed.

This Public Financing Authority Board is subject to the Ralph M. Brown Act. Among other things, the Brown Act requires that the Board agenda be posted at least 72 hours in advance of each meeting and that the public be allowed to comment on agenda items before the Board and items not on the Board agenda but are within the subject matter jurisdiction of the Board. The Board may limit public comments to a reasonable amount of time, generally three (3) minutes per person.

PUBLIC HEARING (Item No. 3)

Public testimony is restricted to three minutes per speaker, speaking once (excepting applicants who are afforded a right of rebuttal, if desired), unless extended by order of the Chair with the approval of the Public Financing Authority.

Item No. 3 Second Public Hearing of the Public Financing Authority to consider any additional written and oral comments and take possible action to modify or reject the Infrastructure Financing Plan.

Recommended Actions:

1. OPEN the public hearing.
2. CONTINUE the public hearing to a future date.

MEMBERS ORAL COMMUNICATIONS / ITEMS FOR FUTURE AGENDAS:

ADJOURNMENT:

This Public Financing Authority Board is subject to the Ralph M. Brown Act. Among other things, the Brown Act requires that the Board agenda be posted at least 72 hours in advance of each meeting and that the public be allowed to comment on agenda items before the Board and items not on the Board agenda but are within the subject matter jurisdiction of the Board. The Board may limit public comments to a reasonable amount of time, generally three (3) minutes per person.

**REPORT TO CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD)
PUBLIC FINANCING AUTHORITY (PFA)**

MEETING OF: MAY 9, 2022 – CONSENT

Item No. 1

SUBJECT: CONSIDER ADOPTING A RESOLUTION MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND AUTHORIZING THE CONDUCT OF PUBLIC MEETINGS OF THE PUBLIC FINANCING AUTHORITY VIA REMOTE TELECONFERENCING FOR AN INITIAL 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL 361

I. SUMMARY

A number of laws have changed since the beginning of the COVID pandemic related to the Brown Act as it relates to teleconferenced public meetings, both from Governor Newsom’s Executive Orders and recently from the enactment of AB 361, which took effect October 1, 2021, allowing continued remote teleconference meetings without traditional Brown Act compliance, provided certain findings can be made related to the ongoing state of emergency and subject to adherence to certain new noticing and public participation requirements.

The Carson EIFD PFA, as all public agencies in California, must now invoke and adhere to AB 361 and its modifications on certain elements of remote public meetings, or else revert to traditional Brown Act compliance. The major change associated with continuing remote meetings under AB 361 is that the public must now be allowed to make comments in real-time during the public comment period, either telephonically or electronically (such as by Zoom). No physical location for public comment need be provided.

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public.

II. RECOMMENDATION

TAKE the following actions:

1. ADOPT the proposed Resolution No. 22-001, “A RESOLUTION OF THE PUBLIC FINANCING AUTHORITY OF THE CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND AUTHORIZING THE CONDUCT OF PUBLIC MEETINGS OF THE PUBLIC FINANCING AUTHORITY VIA REMOTE TELECONFERENCING FOR AN INITIAL 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361” (Exhibit No. 1).

III. ALTERNATIVES

TAKE another action the Carson EIFD PFA deems appropriate.

IV. BACKGROUND

In March of 2020, at the onset of the COVID-19 pandemic, Governor Newsom proclaimed a State of Emergency in California, and issued Executive Order N-25-20 to facilitate the ability of legislative bodies to meet using remote/virtual platforms to comply with health orders. Since that time, several other Executive Orders were issued that further modified the requirements related to the conduct of teleconferenced meetings and the right of public participation therein during the state of emergency. The Executive Orders collectively operated to remove certain onerous requirements that previously applied to teleconference meetings under the Brown Act, including that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference conference location (among other requirements detailed in the recitals of the proposed resolution).

The Executive Orders allowed the Carson EIFD PFA to modify how meetings were conducted to protect the health and safety of staff and the public while ensuring the transparency and accessibility for open and public meetings. However, those executive orders were set to expire on October 1, 2021.

On September 16, 2021, Governor Newsom signed AB 361 into law. AB 361 was made effective October 1, 2021, to correspond to the timing of expiration of the executive orders.

AB 361 allows legislative bodies to continue to utilize remote/virtual platforms for meetings during a state of emergency proclaimed by the Governor, provided that one of the following three criteria is met with respect to the meeting:

- State or local officials have imposed or recommended measures to promote social distancing; or
- The legislative body is meeting for the purpose of determining, by majority vote, whether as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees; or
- The legislative has previously determined, by majority vote, that, as a result of the state of emergency, meeting in person would present imminent risks to the health or safety of attendees.

Initial Findings

The proclaimed state of emergency related to COVID-19 remains in effect. Accordingly, if just one of the three foregoing criteria are met, then the Carson EIFD PFA can conduct meetings remotely pursuant to Government Code § 54953(e) as amended by AB 361, subject to compliance with certain alternative noticing and public participation requirements as detailed below, and in doing so are excused from compliance with the onerous requirements referenced above that would otherwise apply to remote teleconferenced meetings under Government Code § 54953(b)(3).

The first criteria of AB 361 is presently satisfied. The Los Angeles County Department of Public Health (“LACDPH”) and the State of California Department of Public Health, as well as the CDC, continue to recommend social distancing as one measure to reduce the spread of COVID-19. Accordingly, adoption of the proposed resolution invoking AB 361, which contains

an affirmative finding to that effect, would allow the legislative bodies to meet pursuant to Government Code § 54953(e) for up to 30 days absent additional findings made at a future meeting as detailed below.

Findings For Continued Reliance on AB 361 (Future Meetings, if needed)

After 30 days following the initial invocation of AB 361, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the “state of emergency” must remain active or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:
 - a. The state of emergency continues to impact the ability of the members to meet safely in person; or
 - b. State or local officials continue to impose recommended measures to promote social distancing.

Rules For Public Participation Under AB 361

If a public agency invokes AB 361, the alternative notice and participation requirements for teleconferenced meetings are as follows:

1. No physical location is required for public attendance or public comment. However, the public must be able to access and participate in the meeting through a call-in or an internet-based service, and instructions for how to participate must appear in the posted notices or agenda;
2. Teleconferenced meetings must protect the statutory and constitutional rights of the parties and the public;
3. The public must be able to attend the meeting via call-in option or internet-based service option;
4. Legislative bodies may allow public comments to be submitted prior to a meeting, but must also allow the public to participate in real time through call-in or internet-based service. A legislative body cannot require public comments be submitted in advance of the meeting;
5. If there is any disruption of the call-in or internet-based service, the legislative body must suspend the meeting and take no further action until the problem is fixed;
6. When providing a public comment period, whether after each item or during a general comment period, a legislative body must allow reasonable time for members of the public to comment, and must also include reasonable time for members to register with a third-party host, if applicable. Timed public comment periods cannot be closed until that timed public comment period has elapsed.

These provisions of AB 361 are effective until January 1, 2024. This means these provisions may be invoked any time there is a proclaimed state of emergency by the Governor (i.e. wildfires).

In light of AB 361, the continuing COVID-19 emergency, the continuing recommendations by the LACDPH of social distancing as one mechanism for preventing the spread of COVID-19, and the continued threats to health and safety posed by indoor meetings with large attendance, staff recommends adoption of the proposed resolution making the findings required to initially invoke AB 361. Doing so will allow the meetings of the Carson EIFD PFA to continue to occur by teleconference, without adhering to the teleconferencing requirements set out in Government Code Section 54953(b)(3) that would otherwise apply absent invocation of AB 361.

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Resolution No. 22-001 (pgs. 5-9)

Prepared by: Authority's Counsel Office

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

PUBLIC FINANCING AUTHORITY

RESOLUTION NO. 22-001

A RESOLUTION OF THE PUBLIC FINANCING AUTHORITY OF THE CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT MAKING FINDINGS RELATED TO THE CONTINUED EXISTENCE OF A STATE OF EMERGENCY DUE TO COVID-19 AND AUTHORIZING THE CONDUCT OF PUBLIC MEETINGS OF THE PUBLIC FINANCING AUTHORITY VIA REMOTE TELECONFERENCING FOR AN INITIAL 30-DAY PERIOD PURSUANT TO THE RALPH M. BROWN ACT AS AMENDED BY ASSEMBLY BILL NO. 361

WHEREAS, the Public Financing Authority (“PFA”) of the City of Carson Enhanced Infrastructure Financing District (“Carson EIFD”) is committed to preserving and nurturing public access and participation in its meetings (as that term is defined in Government Code §54952); and

WHEREAS, all meetings of the PFA are open and public as required by the Ralph M. Brown Act, codified as Government Code §§ 54950 *et seq.*, so that any member of the public may attend, participate, and observe the PFA conduct their business; and

WHEREAS, the Brown Act, at Government Code § 54953(e), as amended by Assembly Bill (AB) 361 effective October 1, 2021, makes provision for remote teleconferencing participation in public meetings by members of a legislative body without compliance with the provisions of Government Code § 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of the initial invocation of AB 361 under Government Code § 54953(e) is that the meeting is held during a state of emergency that has been declared by the Governor pursuant to Government Code § 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code § 8558; and

WHEREAS, Government Code § 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the local agency finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, on March 4, 2020, in response to the spread of COVID-19 in the State of California, the Governor proclaimed a state of emergency for the State of California and thereafter issued a number of executive orders aimed at containing COVID-19; and

WHEREAS, also on March 4, 2020, the County of Los Angeles (“County”) followed suit

and declared the existence of a state of emergency for the County; and

WHEREAS, on March 17, 2020, the City Council of the City of Carson (“City”) adopted Resolution No. 20-053, declaring and proclaiming the existence of a local emergency in the City in response to COVID-19; and

WHEREAS, the executive orders issued by the Governor, among other things, waived requirements of the Brown Act expressly or impliedly requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting. Without limitation, the orders waived the following requirements of Government Code §54953(b)(3):

- the requirement that local agencies provide notice of each teleconference location from which a member of the legislative body will be participating in a public meeting;
- the requirement that each teleconference location be accessible to the public;
- the requirement that members of the public be able to address the legislative body at each teleconference conference location;
- the requirement that local agencies post agendas at all teleconference locations; and
- the requirement that at least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which rescinded the modifications made by the aforementioned executive orders, effective September 30, 2021. On September 16, 2021, the Governor signed AB 361, creating a modified set of provisions for local agencies for compliance with the Brown Act relative to remote meetings. AB 361 was made effective on October 1, 2021. These modifications include the following:

- In each instance in which notice of the time of the teleconferenced meeting is given or the agenda for the meeting is posted, the legislative body shall also give notice of the manner by which members of the public may access the meeting and offer public comment;
- The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option;
- The legislative body shall allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the legislative body directly;
- In the event of a disruption which prevents the local agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option,

or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored; and

- Written/remote public comment must be accepted until the point at which the public comment period is formally closed; registration/sign-up to provide/be recognized to provide public comment can only be closed when the public comment period is formally closed.

WHEREAS, the proclaimed state of emergency remains in effect and encompasses the entire area within the jurisdictional boundaries of the Carson EIFD; and

WHEREAS, the State of California and Los Angeles County Department of Public Health officials have imposed or recommend measures to promote social distancing, as reflected by (without limitation) current State and County Public Health Officer Orders, including the updated Los Angeles County Health Officer Order effective March 23, 2022, available at <http://publichealth.lacounty.gov/media/coronavirus/reopening-la.htm>, and related orders and guidance; and

WHEREAS, the PFA does hereby intend that, as a consequence of the persisting state of emergency and the imposed or recommended social distancing measures, the PFA shall conduct its meetings without compliance with paragraph (3) of subdivision (b) of Government Code § 54953, as authorized by subdivision (e) of Government Code § 54953, and that the PFA shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Government Code § 54953; and

WHEREAS, consistent with AB 361, during the effectiveness of this Resolution, the PFA and their staff will give notice of the manner by which members of the public may access the PFA's meetings and offer public comment; identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option; and allow members of the public to access the meeting, and the agenda shall include an opportunity for members of the public to address the PFA directly.

NOW, THEREFORE, THE PUBLIC FINANCING AUTHORITY OF THE CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT DOES RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. The PFA has considered the existing conditions of the state of emergency and, consistent with the provisions of Government Code § 54953(e), hereby finds and determines that: (1) a proclaimed state of emergency related to COVID-19 is currently in effect and persists within the jurisdictional boundaries of the Carson EIFD; and (2) State and local officials have imposed or

recommended measures to promote social distancing in connection with the COVID-19 emergency.

SECTION 3. The PFA and staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting all open and public meetings of the PFA in accordance with Government Code § 54953(e) and other applicable provisions of the Brown Act.

SECTION 4. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) June 8, 2022, or (ii) such time as the PFA adopts a subsequent resolution in accordance with Government Code § 54953(e)(3) to extend the time during which the PFA may continue to teleconference without compliance with paragraph (3) of subdivision (b) of Government Code § 54953.

SECTION 5. Should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 6. All notices posted and published in connection with this meeting and the actions heretofore taken by the PFA and by any other officers, employees or agents of the PFA are in compliance with AB 361 and are hereby approved, confirmed and ratified.

SECTION 7. The Board Secretary shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of May, 2022.

CHAIR

ATTEST:

SECRETARY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CARSON)

I HEREBY CERTIFY that the foregoing Resolution No. 22-001 was adopted by votes of the City of Carson Enhanced Infrastructure Financing District Public Financing Authority at its regular meeting on May 9, 2022, by the following vote.

AYES:
NOES:
ABSENT:
ABSTAIN:

SECRETARY

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

**MINUTES
PUBLIC FINANCING AUTHORITY
REGULAR MEETING
September 13, 2021
11:00 A.M.**

CALL TO ORDER:

The meeting was called to order at 11:00 A.M. by Chair Lula Davis-Holmes via Zoom teleconference.

ROLL CALL:

Acting Assistant Secretary Norberto M. Boceta noted the roll:

Board Members Present via Zoom teleconference: Chair Lula Davis-Holmes, Vice Chair Jim Dear, Secretary Katie Pandolfo, Caroline Torosis, and Angela Reddock-Wright.

Also Present via Zoom teleconference telephone: Executive Director Sharon Landers, Director of Community Development Saied Naaseh, Authority Counsel Anita Luck, Assistant Authority Counsel Payam Mostafavi, Project Manager James Nguyen, Acting Assistant Secretary Norberto M. Boceta, EIFD Consultant Joe Dieguez, and Robert (Bob) Moran LA County Staff representative.

STAFF ORAL COMMUNICATIONS – None

INTRODUCTIONS/PRESENTATIONS -

Joe Dieguez provided an introductory presentation of the Carson EIFD Infrastructure Financing Plan for newly appointed Board Member Angela Reddock-Wright. Board Member Reddock-Wright requested the copy of the presentation be sent to her after the meeting.

ORAL COMMUNICATIONS ON AGENDA ITEMS (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR) - None

APPROVAL OF MINUTES (Item No. 1):

Item No. 1 Approval of August 2, 2021 Regular Meeting, Carson EIFD Public Financing Authority Minutes

Upon motion by Vice Chair Dear, seconded by Secretary Pandolfo, the Authority unanimously approved the minutes of the Regular Meeting on August 2, 2021.

PUBLIC HEARING (Item No. 2)

Second Public hearing of the Public Financing Authority to consider any additional written and oral comments and take possible action to modify or reject the Infrastructure Financing Plan.

Chair Davis-Holmes opened the public hearing.

In the absence of any member of the public ready to comment on the Infrastructure Financing Plan, Vice Chair Dear moved to continue the public hearing on October 11, 2021. Such motion was seconded by Secretary Pandolfo and unanimously approved.

MEMBERS ORAL COMMUNICATIONS / ITEMS FOR FUTURE AGENDAS - None

STAFF ORAL COMMUNICATIONS - None

ADJOURNMENT

The meeting was adjourned at 11:25 A.M. by Chair Davis-Holmes.

ATTEST:

Lula Davis-Holmes, Chair

Katie Pandolfo, Secretary

**REPORT TO CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT
PUBLIC FINANCING AUTHORITY (PFA)**

MEETING OF: MAY 9, 2022 – PUBLIC HEARING

Item No. 3

**SUBJECT: SECOND PUBLIC HEARING OF THE PUBLIC FINANCING AUTHORITY
TO CONSIDER ANY ADDITIONAL WRITTEN AND ORAL COMMENTS
AND TAKE POSSIBLE ACTION TO MODIFY OR REJECT THE
INFRASTRUCTURE FINANCING PLAN (IFP)**

I. SUMMARY

On June 28, 2021, the PFA adopted Resolution No. 21-004 setting the second public hearing on the draft IFP for August 2, 2021. On August 2, 2021, the PFA continued second public hearing to the hearing date of September 13, 2021, to provide then newly appointed Board Member Angela Reddock-Wright the opportunity to participate.

The continuance of the second public hearing also allowed more time for City and County staff to refine and update the draft IFP to reflect the goals of the City and County. While some progress was made, the draft IFP was not ready for consideration by the PFA for the September 13 meeting. Additional time was needed to modify the list of infrastructure projects to be funded by the EIFD, to make it mutually acceptable to both City and County staff. As such, staff recommended the continuance of the second public hearing to a future date. On September 13, 2021, the PFA unanimously continued the public hearing to October 11, 2021. The October 11, 2021 meeting was never held due to ongoing unresolved negotiations between City and County staff.

After several months, City and County staff has made progress in the negotiations process and have the follow updates:

- **Updated IFP, dated April 2022.** The updated draft IFP been updated to expand the list of and clarify accounting and funding requirements for the various public facilities to be financed, including, but not limited to, affordable housing development, Victoria Golf Course approved remediation and infrastructure projects, brownfield site remediation, park and recreational development, Dominguez Channel improvements, projects related to the City’s Bicycle Master Plan, future City street improvements, and the Commercial Façade Program. The District anticipates using bonds and tax increment to fund the public facilities, housing and remediation. A redlined (Exhibit No. 1) and clean (Exhibit No. 2) version of the draft IFP are attached for reference.
- **Related Memorandum of Agreements.** The County’s participation with the Carson EIFD took off with the City of Carson and County Board of Supervisor approval of two Memorandum of Agreements (MOA):
 - **EIFD MOA.** The Carson EIFD MOA by and between the City of Carson and County of Los Angeles provided certain terms or conditions for County’s participation in the Carson EIFD. This MOA was approved the County Board of Supervisors on November 24, 2020, but the actual agreement has not yet been signed by the County. The City approved the MOA on December 1, 2020 and

signed the agreement shortly thereafter.

County staff have proposed minor non-substantive revisions to the Agreement and has to sign the updated form. A redlined (Exhibit No. 3) and clean (Exhibit No. 4) of the updated Carson EIFD MOA are attached for reference. City and County staff intends to execute this updated version.

- **Plentitude MOA.** The Plentitude MOA is an agreement by and between Plentitude LLC and the City. The County is a third-party beneficiary of this Plentitude MOA. The Plentitude MOA set out the terms and conditions under which the City and Developer agree to cooperatively work together to address the potential impacts of the Plentitude Project at the Victoria Golf Course site in Carson. The City and Plentitude have signed this agreement around December 2020, but the County has not yet signed as an acknowledging party. The County, per County staff, has now agree to sign the Agreement as provided in the attached Exhibit No. 5 with an updated signatory page.

The draft IFP will eventually require the approval from both the Carson City Council and Los Angeles County Board of Supervisors. County staff have indicated to City staff that several internal steps are required before the matter is reviewed by the County Board of Supervisors. City staff has requested a timeline from County staff and hopes to have a more specific timeline for the PFA at the next meeting on May 16, 2022.

II. RECOMMENDATION

TAKE the following actions:

1. OPEN the public hearing.
2. CONTINUE the public hearing to a future date.

III. ALTERNATIVES

TAKE another action the Carson EIFD PFA deems appropriate.

IV. BACKGROUND

None.

V. FISCAL IMPACT

There are no fiscal impacts associated with staff's recommendation.

VI. EXHIBITS

1. Redlined Draft IFP, dated April 2022 (pgs. 4-26).
2. Clean Draft IFP, dated April 2022 (pgs. 27-50).
3. Redlined Carson EIFD MOA (pgs. 50-59).
4. Clean Carson EIFD MOA (pgs. 60-67).
5. Plentitude MOA (pgs. 68-81).

Prepared by: Saied Naaseh, Director of Community Development
James Nguyen, Project Manager

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

INFRASTRUCTURE FINANCING PLAN

Prepared For:

The City of Carson and the County of Los Angeles



Prepared By:



~~JULY 2021~~
APRIL 2022

Table of Contents

Section	Page
1.0 Introduction	3
2.0 Description of the Proposed District.....	7
3.0 Description of Proposed Facilities and Development	8
4.0 Finding of Communitywide Significance	12 14
5.0 Financing Section.....	13 15
6.0 Removal of Dwelling Units and Replacement Housing Plan	19 21
7.0 Goals of the District	20 22
8.0 Appendices	24 23

Index of Appendices

- Appendix A: Map of Boundaries of the Carson EIFD
- Appendix B: Legal Description of the Carson EIFD
- Appendix C: Projected Tax Increment Revenue Analysis
- Appendix D: Fiscal Impact Analysis
- Appendix E: General Plan Environmental Impact Report

1.0 Introduction

1.1 Background & Purpose

The proposed Carson Enhanced Infrastructure Financing District (“Carson EIFD” or “District”) will serve as a catalyst for private development and critical regional infrastructure with transformative potential for the City of Carson (“City”) and the South Bay region of Los Angeles County (“County”). The Carson EIFD encompasses approximately 1,735 acres of land, representing approximately 14% of the City’s total approximately 12,141 acres. The Carson EIFD includes the City’s Vision Plan area, the Civic Center area, the campus of California State Dominguez Hills (“CSUDH”), and various other targeted opportunity site areas within the City that stand to benefit from catalytic infrastructure improvements with communitywide and regional benefit. The District represents a partnership between the City and the County, and as such, will be funded by property tax increment from both taxing entities.

1.2 Contents and Overview of this Infrastructure Financing Plan (“IFP”)

Pursuant to Government Code Sections 53398.59 through 53398.74, this IFP comprises the following information:

- a) A map and legal description of the District, [included herein as Appendix A and Appendix B, respectively.](#)
- b) A description of the public facilities and other forms of development or financial assistance that is proposed in the area of the district, including those to be provided by the private sector, those to be provided by governmental entities without assistance under this chapter, those public improvements and facilities to be financed with assistance from the proposed district, and those to be provided jointly. The description shall include the proposed location, timing, and costs of the development and financial assistance. [This information is included in Section 3 of this IFP.](#)
- c) If funding from affected taxing entities is incorporated into the financing plan, a finding that the development and financial assistance are of communitywide significance and provide significant benefits to an area larger than the area of the district. [This information is included in Section 4 of this IFP.](#)
- d) A financing section ([included in Section 5 of this IFP](#)), which shall contain all of the following information:
 - a. A specification of the maximum portion of the incremental tax revenue of the city or county and of each affected taxing entity proposed to be committed to the

district for each year during which the district will receive incremental tax revenue. The portion need not be the same for all affected taxing entities. The portion may change over time. The maximum portion of the City's property tax increment to be committed to the District will be 52% throughout the duration of the District lifetime. For the County, the maximum portion of the County's property tax increment to be committed to the District will be 25% throughout duration of the District lifetime, which is projected to be forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the Public Financing Authority ("PFA").

Formatted: Font color: Accent 1

b. A projection of the amount of tax revenues expected to be received by the district in each year during which the district will receive tax revenues, including an estimate of the amount of tax revenues attributable to each affected taxing entity for each year. Section 5.3 of this IFP includes a projection of tax revenues to be received by the District by year over the course of forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA. These projections are based on research and analysis of available data at the time of IFP preparation for purposes of illustration. Actual results may differ from those expressed in this document. Appendix C provides additional detail for the projected revenue analysis.

c. A plan for financing the public facilities to be assisted by the district, including a detailed description of any intention to incur debt. Section 5.4 of this IFP includes a plan for financing the public facilities to be assisted by the District. The PFA governing the District intends to incur debt only when it is financially prudent to do so. It is estimated at this time that the EIFD will contribute approximately \$134 million (in present value dollars) to public improvements and affordable housing projects from a combination of bond or loan proceeds (multiple issuances may be necessary) and pay-as-you-go funding over the District lifetime. This is equivalent to approximately \$313 million in nominal 2021 dollars. The initial emphasis of this IFP is placed on the first approximately \$50 million in net funding anticipated to be available in the first 20 years of the district, considering the present value of future dollars, as well as estimated interest and debt issuance costs.(nominal dollars).

Formatted: Font color: Accent 1

d. A limit on the total number of dollars of taxes that may be allocated to the district pursuant to the plan. The total number of dollars or taxes that may be allocated to the District shall not exceed \$313,000,000 in (nominal 2021 dollars). This represents a maximum allocation of \$156,500,000 from the City and \$156,500,000 from the County over the District lifetime in (nominal 2021 dollars).

Formatted: Font color: Accent 1

e. A date on which the district will cease to exist, by which time all tax allocation to the district will end. The date shall not be more than 45 years from the date on

which the issuance of bonds is approved pursuant to subdivision (a) of Section 53398.81, or the issuance of a loan is approved by the governing board of a local agency pursuant to Section 53398.87. The District will cease to exist the earlier of: (i) forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA, or (ii) June 30, 2099. This IFP assumes that the District will be formed in Fiscal Year 2021-2022 and will begin receiving tax revenues in Fiscal Year 2022-2023.

- f. An analysis of the costs to the city or county of providing facilities and services to the area of the district while the area is being developed and after the area is developed. The plan shall also include an analysis of the tax, fee, charge, and other revenues expected to be received by the city or county as a result of expected development in the area of the district. [Appendix D to this IFP includes](#), as part of the Fiscal Impact Analysis, an analysis of the costs to the City and County for providing facilities and services to the area of the District. It is estimated that, at Year 20 of the District lifetime (assumed stabilized buildout of District area), annual costs to the City will be approximately \$14.2 million, and annual costs to the County will be approximately \$7.6 million to service the area of the District.
- g. An analysis of the projected fiscal impact of the district and the associated development upon each affected taxing entity. [Appendix D to this IFP includes an analysis of the projected fiscal impact of the District and the associated development upon both the City and the County, as the only two affected taxing entities that are contributing tax increment revenues to the District.](#) It is estimated that, at Year 20 of the District lifetime, the District area will generate an annual net fiscal surplus of \$3.0 million to the City and an annual net fiscal surplus of \$22.4 million to the County.
- h. A plan for financing any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of that district and qualifies for the Transit Priority Project Program, pursuant to Section 65470, including any permit and affordable housing expenses related to the project. [At this time, the PFA does not intend to finance any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of the District and qualifies for the Transit Priority Project Program, pursuant to Section 65470.](#)
- e) If any dwelling units within the territory of the district are proposed to be removed or destroyed in the course of public works construction within the area of the district or private development within the area of the district that is subject to a written agreement with the district or that is financed in whole or in part by the district, a plan providing for replacement of those units and relocation of those persons or families consistent with the

Formatted: Font color: Auto

Formatted: Font color: Accent 1

Formatted: Font color: Accent 1

requirements of Section 53398.56. The PFA does not anticipate that any housing units will be removed as a result of any project identified in this IFP. However, if any relocation of dwelling units is deemed to be required in the future for a project financed by the District, the PFA will comply with the requirements of Government Code Section 53398.56.

- f) The goals the district proposes to achieve for each project financed pursuant to Section 53398.52. Section 7 of this IFP summarizes the goals of each project to be financed by the District.

2.0 Description of the Proposed District

The Carson EIFD encompasses approximately 1,735 acres of land, representing approximately 14% of the City's total 12,141 acres. The Carson EIFD includes the City's Vision Plan area, the Civic Center area, the campus of CSUDH, and various other targeted opportunity site areas within the City that stand to benefit from catalytic infrastructure improvements with communitywide and regional benefit.

Land use designations in the District primarily include industrial and residential uses, and to a lesser extent, retail, office, and recreational designations. The EIFD includes a significant amount of former landfill property with potential for remediation and future development. Appendix A includes a map of the proposed District, and Appendix B is a legal description of the District.

3.0 Description of Proposed Facilities and Development

3.1 Anticipated Future Private Development

Anticipated future private development is summarized in Table 1 below, anticipated to occur across the Vision Plan area, Civic Center area, the CSUDH campus, and other targeted opportunity site areas as identified on the map in Appendix A. Buildout and absorption of these land uses are forecasted in the first 20 years of the District lifetime.

Table 1: Anticipated Future Private Development

Development Type	SF / Units	AV Per SF / Unit	Estimated AV at Buildout (2021 2022\$)
Rental Residential	2,619 units	\$300,000 per unit	\$785,700,000
For Sale Residential	662 units	\$400,000 per unit	\$264,800,000
Commercial / Retail	965,348 SF	\$285 PSF	\$275,124,180
Office	780,000 SF	\$225 PSF	\$175,500,000
Hotel	118 rooms	\$200,000 per room	\$23,600,000
Recreational	598,500 SF	\$350 PSF	\$209,475,000
Industrial	5,632,961 SF	\$160 PSF	\$901,273,760
Estimated Total			\$2,635,472,940

3.2 Public Facilities to be Financed with Assistance from the Carson EIFD

The PFA intends to utilize the District to contribute approximately \$134 million (in present value dollars) of funding to infrastructure and affordable housing projects of communitywide and regional significance over the District lifetime. This is equivalent to approximately \$313 million in ~~(nominal 2021 dollars. The initial emphasis of this IFP is placed on the first approximately \$50 million in net funding anticipated to be available in the first 20 years of the district, considering the present value of future dollars, as well as estimated interest and debt issuance costs.)~~ Table 2 outlines an estimate of anticipated EIFD budget allocation ~~for the initial approximately \$50 million in net funding over the District's lifetime.~~

Table 2: Estimated EIFD Funding Allocation—Initial—\$50 Million in First 20 Years of District

#	Projects / Activities PROJECT	Estimated Allocation ESTIMATED ALLOCATION	ESTIMATED TIMING
1	Affordable Housing Projects Development in Carson (20% Minimum County Requirement)	\$10.0 million 26,800,000	Year 1 to Year 50
2	Victoria Golf Course Approved Remediation and Infrastructure Projects	\$10.0 million 000,000	Year 1 to Year 20 (up to \$10,000,000)
3*	Brownfield Site Remediation	\$10,000,000 to \$75,000,000	Year 1 to Year 50
4*	Park and Recreational Development	\$5,000,000 to \$15,000,000	Year 10 to Year 50
35*	Dominguez Channel Brownfield Site Remediation / Roadway / Pedestrian / Bicycle / Streetscape / Beautification Master Plan Improvements / Pedestrian Networks	\$30.0 million \$2,500,000 to \$5,000,000	Year 15 to Year 50
6*	Future City Street / Road Improvements and Other Infrastructure	\$10,000,000 to \$30,000,000	Year 15 to Year 50
7*	Commercial Façade Program	\$2,500,000 to \$5,000,000	Year 15 to Year 50
	Estimated Total Funding Available— Initial 20 Years of District Lifetime EIFD Budget Allocation	\$50.0 million 134,000,000	(present value dollars)

Inserted Cells
 Formatted: Font: Bold
 Formatted Table
 Formatted: Font: Bold
 Formatted: Font: Bold

Inserted Cells
 Formatted Table

Formatted: Font: Bold
 Formatted: Left
 Inserted Cells
 Inserted Cells
 Formatted Table
 Formatted: Font: Bold
 Formatted: Font: Bold

(4)*The above conceptual budget provides a snapshot of current infrastructure needs and may be modified by City Council recommendations or County Board of Supervisors recommendations and approval by the PFA. Funds may be adjusted depending on future needs, project costs, and/or funding availability from other sources. No funds shall be used to support ongoing operations of oil refinery activities.

(5) **Affordable Housing Projects:** The EIFD will implement a 20% affordable housing set-aside for the acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the Health and Safety Code, for rent or purchase in the City. The PFA will coordinate with the Carson Housing Authority for implementation and administration of these funds and projects subject to the approval of the City Council. The sequence in which EIFD revenues shall be allocated annually shall prioritize this affordable housing set-aside as the first priority. The PFA may

Formatted: List Paragraph, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 5 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

additionally elect to coordinate with the County of Los Angeles Affordable Housing Trust Fund or another entity as an alternative or in addition to the Carson Housing Authority for the acquisition, construction, or rehabilitation of affordable housing in the City, subject to the approval of the City of Carson City Council. Funds dedicated to these projects will be tracked and delineated specifically in the required annual reporting for the EIFD.

(2) Victoria Golf Course Approved Remediation and Infrastructure Projects¹: Certain on-site infrastructure and remediation projects for development of the Victoria Golf Course property pursuant to the project list agreed upon in advance by City and County (the "Victoria Golf Course Approved Remediation and Infrastructure Projects"). After the allocation of the affordable housing set-aside, fifty percent (50%) of all annual EIFD revenues will be allocated to the Victoria Golf Course Approved Remediation and Infrastructure Projects up to \$10,000,000. Disbursement of funding for Victoria Golf Course Approved Remediation and Infrastructure Projects shall be contingent on and commence from the receipt by The Creek at Dominguez Hills of the Remedial Action Completion Report by the Department of Toxics and Substance Control and shall be based on eligible costs incurred. The County and City have agreed to enter into an agreement describing various obligations should the ground lease of the Golf Course Property between Plenitude Holdings, LLC ("Plenitude") and the County be terminated or the County enters into an agreement with another developer. If Plenitude pays for the costs of any Victoria Golf Course Approved Remediation and Infrastructure Projects prior to the availability of EIFD funding, then Plenitude will be reimbursed such costs from EIFD funds once such funds become available, subject to the terms outlined above. If The Creek at Dominguez Hills or another vertical development on the Golf Course site explicitly agreed upon by the City and the County is not substantially completed by December 31, 2032, any funds remaining from the allocation outlined above shall be remitted back to the EIFD, and the EIFD will be released from any obligation related to the Victoria Golf Course property as described above, and such funds may be expended on projects mutually agreed to by the County and City other than the Victoria Golf Course Approved Remediation and Infrastructure Projects. Funds dedicated to this project will be tracked and delineated specifically in the required annual reporting for the EIFD. The described funding obligation in this paragraph (2) may be adjusted or revised by agreement between the City and the County and still qualify for EIFD funding so long as the projects constitute infrastructure, housing and/or remediation projects described in this Section 3.0.

~~(3) Brownfield Site Remediation / Roadway / Pedestrian / Bicycle / Streetscape / Beautification Improvements: Following the annual allocation of *: Provide funding or partial funding to the affordable housing set-aside and allocation of 50% of remaining clean up various project sites to leverage future development that could include but is not limited to the 157-Acre Carson~~

¹ For the purposes of the PFA Bylaws, Victoria Golf Course Approved Remediation and Infrastructure Projects are to be considered "County Projects".

Reclamation Properties. These projects will spur economic development to accelerate tax increment revenues to Victoria Golf Course Approved Remediation and the Carson EIFD and separately to the County and City. Specific project(s) funding subject to City Council recommendations and approval by the PFA.

(4) Park and Recreational Development*: Develop a park within the city of Carson. Potential park development sites could include but is not limited to the 18-acre Shell site and/or Sanitation District new park site adjacent to Carriage Crest Park. Specific project funding subject to City Council recommendations and approval by the PFA.

(5) Dominguez Channel Improvements / City's Bicycle Master Plan/ Pedestrian Networks*: Provide neighborhood connectivity (e.g., pedestrian and bicycle networks), create a continuous Riverwalk park / trail along the Dominguez Channel. Projects related to the City's Bicycle Master Plan or General Plan would also be eligible under this category. Specific project(s) funding subject to City Council recommendations and approval by the PFA.

(6) Future City Street / Road Improvements and Other Infrastructure Projects (up to \$10,000,000); the remaining EIFD funding will be available for Brownfield Site Remediation / Roadway / Pedestrian / Bicycle / Streetscape / Beautification Improvements. Remediation will focus on various contaminated project sites, including former landfill sites. Rehabilitation*: Installation, reconstruction, and beautification will focus on numerous targeted corridors serving the District properties, including such tasks as roadway and of various streets and roads within city of Carson, as well as new on-site and off-site infrastructure to support future project development (e.g., utilities, sidewalks, drainage). Beautification amenities may include road/sidewalk expansions/installation / extension / repairs, wayfinding signage/signs, streetlights, utility wraps, benches, street banners, civic art, parks, recreational and open space improvements, public safety / surveillance enhancements, and neighborhood connectivity improvements, such as pedestrian and bicycle networks and trails/art, and landscaping similar to the recent Carson Street Improvement. Main Street could be a potential site for a beautification project. Martin Luther King Jr. Street could also be a potential site for a road reconstruction project. It should be noted that County Board of Supervisors previously approved funding for Martin Luther King Jr. Street reconstruction via the approved Memorandum of Agreement among the City, the County and the Kimmelman Foundation for the proposed Carol Kimmelman Athletic and Academic Campus (CKAAC) dated July 2019 (Section II. C. Infrastructure Investments/Improvements).² The Kimmelman Foundation, however, has since opted to not proceed with the CAAKC project. Accordingly, County funding is no longer available for this project. If another entity (e.g., City or

Formatted: Underline

² The Memorandum of Agreement provided that the County would fund the "Base Road Reconstruction" of Martin Luther King Jr. Road with an estimated cost of \$4.5 million, additionally committing to payment of any cost overruns to complete the Base Road Reconstruction, which is no longer moving forward.

County) advances the funding for Martin Luther King Jr. Street road improvements, that entity will be eligible for reimbursement from EIFD proceeds.

Other Improvements may also include intersection improvements to interchanges such as Avalon & I-405, construction of freeway entrance along I-405 & Main Street, I-405 by Wilmington Blvd and/or other intersections. Other road improvements may be funded based on road conditions, subject to recommendations from the City Council and approval by PFA.

(7) Commercial Façade Program*: Develop program(s) to financially assist local businesses and property owners with improvements to exterior facades or other beautification improvements (e.g., paint, signage). Specific project(s) funding subject to City Council recommendations and approval by the PFA.

Funds allocated under projects item numbers 3 through 7 may be reallocated to any eligible projects under the IFP and EIFD law based on future infrastructure needs. Specific project funding subject to City Council recommendations and approval by the PFA.

The EIFD will not include funds to support ongoing operations of oil refinery activities.

Additional expenditures by the EIFD, including any use of potential future EIFD bond proceeds, will be subject to City Council recommendations and approval by the PFA. Targeted improvements would conform to established guidelines in existing, adopted planning documentation, such as the City General Plan. Eligible expenditures in accordance with Government code sections 53398.52, ~~53398.56~~ and 53398.5756 include the purchase, construction, expansion, improvement, seismic retrofit, or rehabilitation of any real or other tangible property with an estimated useful life of 15 years or longer. The EIFD may finance planning and design activities that are directly related to the purchase, construction, expansion, or rehabilitation of these projects. Example projects may include, but not be limited to, the following:

- a) Highways, interchanges, ramps and bridges, arterial streets, parking facilities, and transit facilities
- b) Sewage treatment and water reclamation plants and interceptor pipes
- c) Facilities for the collection and treatment of water for urban uses
- d) Flood control levees and dams, retention basins, and drainage channels
- e) Childcare facilities, libraries, and other government facilities
- f) Parks, recreational facilities, and open space
- g) Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles
- h) Brownfield restoration and other environmental mitigation

- i) The acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the Health and Safety Code, for rent or purchase
- j) Projects that enable communities to adapt to the impacts of climate change, including, but not limited to, higher average temperatures, decreased air and water quality, the spread of infectious and vector-borne diseases, other public health impacts, extreme weather events, sea level rise, flooding, heat waves, wildfires, and drought
- k) The acquisition, construction, or improvement of broadband Internet access service
- l) Acquisition, construction, or repair of commercial structures by the small business occupant of such structures, if such acquisition, construction, or repair is for purposes of fostering economic recovery from the COVID-19 pandemic and of ensuring the long-term economic sustainability of small businesses
- m) Facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

The PFA intends to continue to identify, evaluate, and pursue additional funding sources and financing mechanisms aside from District tax increment to implement the improvements identified above, potentially including grant sources, impact fees, private sector investment incentivized by the formation of the EIFD itself, and/or other sources. The City has already formed a Community Facilities District (“CFD”) with a Citywide annexation area for new and/or intensified development to assist with ongoing services and maintenance needs in the City.

Private sector developers will be responsible for funding project-specific / fair-share / in-tract infrastructure, unless otherwise outlined in this IFP. Some public facilities included in the EIFD area are anticipated to be provided by governmental entities without assistance from the District. There are no public facilities anticipated to be provided jointly by the private sector and governmental entities, however it is possible that private sector developers may advance funding for improvements such as brownfield site remediation, with anticipation to be partially reimbursed with EIFD proceeds. Such case-specific agreements would come before the PFA for approval at the appropriate time.

4.0 Finding of Communitywide Significance

Implementation of the District promotes the goals of the City's General Plan, facilitates the cleanup and reuse of former landfill sites serving the larger County region, supports implementation of regional connectivity through active transportation, and facilitates the growth of a regional educational institution in CSUDH.

The District additionally supports numerous County economic development objectives, including job creation, workforce development, affordable housing, homeless prevention, improvement of quality of life, and promotion of environmental sustainability, all in an area predominantly designated as Disadvantaged Community (DAC) census tracts based on the California Environmental Protection Agency (CalEPA) CalEnviroScreen ~~tool~~ (version 3.0).

Specific communitywide and regional benefits anticipated to be generated by the District include:

- \$75 million in net fiscal surplus to the City over 50 years (on a present-value basis)
- \$529 million in net fiscal impact to County over 50 years (on a present-value basis), including additional direct property tax revenue to County Fire and County Library
- 3,281 housing units within the District, including affordable housing a multiple income levels
- 21,781 direct, indirect, and induced temporary, construction-related jobs in the City and County
- 9,349 direct, permanent jobs in the City
- 4,269 additional indirect and induced permanent jobs in the City and County (total of 14,349 direct, indirect, and induced jobs)
- \$3.7 billion in economic output from construction in the City and County
- \$1.8 billion in annual ongoing economic output in the City and County.

5.0 Financing Section

Projections included in this IFP are based on research and analysis of available data at the time of IFP for purposes of planning and illustration. Actual results may differ from those expressed in this document.

The Carson EIFD represents a partnership between the City and County, and as such, will be funded by property tax increment from both taxing entities. No other taxing entity is contributing property tax increment to the District. It is anticipated that property tax increment will be utilized on both a "pay-as-you-go" basis as well as security for tax increment bond issuance or loan acquisition.

Portions of the Carson EIFD are located within the boundaries of the former Redevelopment Project Area of the former Redevelopment Agency of Carson, and so property tax revenues generated by the properties within the overlapping area will flow according to the Redevelopment Agency dissolution statutes until all of the Successor Agency's obligations are retired (currently anticipated in 2041). Redevelopment Property Tax Trust Fund ("RPTTF") residual revenues are intended to be contributed by the City and County to the District as part of the maximum allocations outlined in the following sections.

The analysis and projections herein reflect the City's intention to dedicate incremental property tax revenue allocated to the City in lieu of motor vehicle license fees to the District pursuant to Government Code Section 53398.75 ~~(e)~~(1) in addition and in proportion to incremental AB8 property tax.

5.1 Maximum Portion of Incremental Tax Revenue Dedicated to the District

The maximum portion of the City's property tax increment to be committed to the District will be 52% throughout the District lifetime. The maximum portion of the County's property tax increment to be committed to the District will be 25% throughout the District lifetime.

5.2 Projection of District Tax Revenues by Year

Table 3 provides an overview of the projected growth of assessed value, property tax increment, and City and County contributions to the District over the District lifetime. It is expected that a total of \$156,266,930 of incremental tax revenues will be allocated to the District by the City, and a total of \$156,266,930 of incremental tax revenues will be allocated to the District by the County,

for a total allocation of taxes revenues to the EIFD of \$312,533,860. Table 4 illustrates the accumulation of affordable housing set-side funding.

Table 3: Projection of District Revenues by Year

Fiscal Year	Incremental Assessed Value	Property Tax Increment @ 1% General Levy	Average City Share Available (ABB+VLF)	City Increment Available	Portion of City Share Allocated	City Increment Allocated	Average County Share Available	County Increment Available	Portion of County Share Allocated	County Increment Allocated	Total Taxes Allocated to EIFD
0 2021 / 2022	\$0	\$0	11.87%	\$0	52%	\$0	24.7%	\$0	25%	\$0	\$0
1 2022 / 2023	\$420,809,462	\$4,208,095	11.87%	\$499,468	52%	\$259,639	24.7%	\$1,038,558	25%	\$259,639	\$519,279
2 2023 / 2024	\$953,315,091	\$9,533,151	11.87%	\$1,131,511	52%	\$588,195	24.7%	\$2,352,782	25%	\$588,195	\$1,176,391
3 2024 / 2025	\$1,225,684,360	\$12,256,844	11.87%	\$1,454,792	52%	\$756,247	24.7%	\$3,024,989	25%	\$756,247	\$1,512,494
4 2025 / 2026	\$1,588,758,230	\$15,887,582	11.87%	\$1,885,733	52%	\$980,264	24.7%	\$3,921,055	25%	\$980,264	\$1,960,528
5 2026 / 2027	\$2,218,486,210	\$22,184,862	11.87%	\$2,633,171	52%	\$1,368,806	24.7%	\$5,475,224	25%	\$1,368,806	\$2,737,612
6 2027 / 2028	\$2,432,710,118	\$24,327,101	11.87%	\$2,887,439	52%	\$1,500,982	24.7%	\$6,003,929	25%	\$1,500,982	\$3,001,964
7 2028 / 2029	\$2,609,863,141	\$26,098,631	11.87%	\$3,097,705	52%	\$1,610,286	24.7%	\$6,441,142	25%	\$1,610,286	\$3,220,571
8 2029 / 2030	\$2,851,182,832	\$28,511,828	11.87%	\$3,384,133	52%	\$1,759,180	24.7%	\$7,036,719	25%	\$1,759,180	\$3,518,360
9 2030 / 2031	\$3,009,340,228	\$30,093,402	11.87%	\$3,571,854	52%	\$1,856,763	24.7%	\$7,427,052	25%	\$1,856,763	\$3,713,526
10 2031 / 2032	\$3,172,336,888	\$31,723,369	11.87%	\$3,765,318	52%	\$1,957,332	24.7%	\$7,829,327	25%	\$1,957,332	\$3,914,664
11 2032 / 2033	\$3,397,374,003	\$33,973,740	11.87%	\$4,032,420	52%	\$2,096,180	24.7%	\$8,384,719	25%	\$2,096,180	\$4,192,360
12 2033 / 2034	\$3,608,452,600	\$36,084,526	11.87%	\$4,282,954	52%	\$2,226,415	24.7%	\$8,905,661	25%	\$2,226,415	\$4,452,831
13 2034 / 2035	\$3,721,106,377	\$37,211,064	11.87%	\$4,416,665	52%	\$2,295,923	24.7%	\$9,183,691	25%	\$2,295,923	\$4,591,845
14 2035 / 2036	\$3,836,476,366	\$38,364,764	11.87%	\$4,553,600	52%	\$2,367,106	24.7%	\$9,468,424	25%	\$2,367,106	\$4,734,212
15 2036 / 2037	\$3,930,533,765	\$39,305,338	11.87%	\$4,665,239	52%	\$2,425,139	24.7%	\$9,700,557	25%	\$2,425,139	\$4,850,279
16 2037 / 2038	\$4,026,472,313	\$40,264,723	11.87%	\$4,779,111	52%	\$2,484,333	24.7%	\$9,937,334	25%	\$2,484,333	\$4,968,667
17 2038 / 2039	\$4,124,329,632	\$41,243,296	11.87%	\$4,895,260	52%	\$2,544,711	24.7%	\$10,178,846	25%	\$2,544,711	\$5,089,423
18 2039 / 2040	\$4,224,144,097	\$42,241,441	11.87%	\$5,013,732	52%	\$2,606,297	24.7%	\$10,425,188	25%	\$2,606,297	\$5,212,594
19 2040 / 2041	\$4,325,954,851	\$43,259,549	11.87%	\$5,134,573	52%	\$2,669,114	24.7%	\$10,676,457	25%	\$2,669,114	\$5,338,228
20 2041 / 2042	\$4,429,801,820	\$44,298,018	11.87%	\$5,257,832	52%	\$2,733,188	24.7%	\$10,932,751	25%	\$2,733,188	\$5,466,375
21 2042 / 2043	\$4,535,725,729	\$45,357,257	11.87%	\$5,383,555	52%	\$2,798,543	24.7%	\$11,194,171	25%	\$2,798,543	\$5,597,086
22 2043 / 2044	\$4,643,768,116	\$46,437,681	11.87%	\$5,511,793	52%	\$2,865,205	24.7%	\$11,460,820	25%	\$2,865,205	\$5,730,410
23 2044 / 2045	\$4,753,971,351	\$47,539,714	11.87%	\$5,642,596	52%	\$2,933,200	24.7%	\$11,732,801	25%	\$2,933,200	\$5,866,401
24 2045 / 2046	\$4,866,378,650	\$48,663,787	11.87%	\$5,776,015	52%	\$3,002,556	24.7%	\$12,010,223	25%	\$3,002,556	\$6,005,111
25 2046 / 2047	\$4,981,034,096	\$49,810,341	11.87%	\$5,912,102	52%	\$3,073,298	24.7%	\$12,293,192	25%	\$3,073,298	\$6,146,596
26 2047 / 2048	\$5,097,982,650	\$50,979,826	11.87%	\$6,050,911	52%	\$3,145,455	24.7%	\$12,581,821	25%	\$3,145,455	\$6,290,911
27 2048 / 2049	\$5,217,270,175	\$52,172,702	11.87%	\$6,192,496	52%	\$3,219,056	24.7%	\$12,876,223	25%	\$3,219,056	\$6,438,111
28 2049 / 2050	\$5,338,943,451	\$53,389,435	11.87%	\$6,336,912	52%	\$3,294,128	24.7%	\$13,176,512	25%	\$3,294,128	\$6,588,256
29 2050 / 2051	\$5,463,050,192	\$54,630,502	11.87%	\$6,484,218	52%	\$3,370,702	24.7%	\$13,482,808	25%	\$3,370,702	\$6,741,404
30 2051 / 2052	\$5,589,639,069	\$55,896,391	11.87%	\$6,634,469	52%	\$3,448,807	24.7%	\$13,795,229	25%	\$3,448,807	\$6,897,615
31 2052 / 2053	\$5,718,759,722	\$57,187,597	11.87%	\$6,787,725	52%	\$3,528,475	24.7%	\$14,113,899	25%	\$3,528,475	\$7,056,949
32 2053 / 2054	\$5,850,462,789	\$58,504,628	11.87%	\$6,944,046	52%	\$3,609,736	24.7%	\$14,438,942	25%	\$3,609,736	\$7,219,471
33 2054 / 2055	\$5,984,799,917	\$59,847,999	11.87%	\$7,103,494	52%	\$3,692,622	24.7%	\$14,770,486	25%	\$3,692,622	\$7,385,243
34 2055 / 2056	\$6,121,823,788	\$61,218,238	11.87%	\$7,266,131	52%	\$3,777,165	24.7%	\$15,108,661	25%	\$3,777,165	\$7,554,331
35 2056 / 2057	\$6,261,588,136	\$62,615,881	11.87%	\$7,432,020	52%	\$3,863,400	24.7%	\$15,453,600	25%	\$3,863,400	\$7,726,800
36 2057 / 2058	\$6,404,147,771	\$64,041,478	11.87%	\$7,601,227	52%	\$3,951,359	24.7%	\$15,805,437	25%	\$3,951,359	\$7,902,718
37 2058 / 2059	\$6,549,558,599	\$65,495,586	11.87%	\$7,773,819	52%	\$4,041,078	24.7%	\$16,164,311	25%	\$4,041,078	\$8,082,155
38 2059 / 2060	\$6,697,877,643	\$66,978,776	11.87%	\$7,949,862	52%	\$4,132,590	24.7%	\$16,530,362	25%	\$4,132,591	\$8,265,181
39 2060 / 2061	\$6,849,163,069	\$68,491,631	11.87%	\$8,129,426	52%	\$4,225,934	24.7%	\$16,903,734	25%	\$4,225,934	\$8,451,867
40 2061 / 2062	\$7,003,474,202	\$70,034,742	11.87%	\$8,312,582	52%	\$4,321,144	24.7%	\$17,284,574	25%	\$4,321,144	\$8,642,287
41 2062 / 2063	\$7,160,871,559	\$71,608,716	11.87%	\$8,499,400	52%	\$4,418,258	24.7%	\$17,673,031	25%	\$4,418,258	\$8,836,515
42 2063 / 2064	\$7,321,416,862	\$73,214,169	11.87%	\$8,689,955	52%	\$4,517,314	24.7%	\$18,069,257	25%	\$4,517,314	\$9,034,628
43 2064 / 2065	\$7,485,173,072	\$74,851,731	11.87%	\$8,884,321	52%	\$4,618,352	24.7%	\$18,473,407	25%	\$4,618,352	\$9,236,704
44 2065 / 2066	\$7,652,204,406	\$76,522,044	11.87%	\$9,082,574	52%	\$4,721,410	24.7%	\$18,885,640	25%	\$4,721,410	\$9,442,820
45 2066 / 2067	\$7,822,576,366	\$78,225,764	11.87%	\$9,284,792	52%	\$4,826,530	24.7%	\$19,306,118	25%	\$4,826,530	\$9,653,059
46 2067 / 2068	\$7,996,355,766	\$79,963,558	11.87%	\$9,491,055	52%	\$4,933,751	24.7%	\$19,735,006	25%	\$4,933,752	\$9,867,503
47 2068 / 2069	\$8,173,610,753	\$81,736,108	11.87%	\$9,701,443	52%	\$5,043,118	24.7%	\$20,172,471	25%	\$5,043,118	\$10,086,236
48 2069 / 2070	\$8,354,410,841	\$83,544,108	11.87%	\$9,916,039	52%	\$5,154,671	24.7%	\$20,618,686	25%	\$5,154,671	\$10,309,343
49 2070 / 2071	\$8,538,826,930	\$85,388,269	11.87%	\$10,134,926	52%	\$5,268,456	24.7%	\$21,073,825	25%	\$5,268,456	\$10,536,912
50 2071 / 2072	\$8,726,931,341	\$87,269,313	11.87%	\$10,358,192	52%	\$5,384,517	24.7%	\$21,538,067	25%	\$5,384,517	\$10,769,033
Total	\$2,532,689,294	\$25,326,894		\$300,610,605	52%	\$156,266,929		\$625,067,718	25%	\$156,266,929	\$312,533,858
Present Value		\$1,083,076,794		\$128,552,828	52%	\$66,825,838		\$267,303,353	25%	\$66,825,838	\$133,651,676

Note: Present value at 3% discount rate.

Table 4: Projection of Affordable Housing Set-Aside Funds

Fiscal Year	Total Taxes Allocated to EIFD	Affordable Housing Set-Aside
0 2021 / 2022	\$0	\$0
1 2022 / 2023	\$519,279	\$103,856
2 2023 / 2024	\$1,176,391	\$235,278
3 2024 / 2025	\$1,512,494	\$302,499
4 2025 / 2026	\$1,960,528	\$392,106
5 2026 / 2027	\$2,737,612	\$547,522
6 2027 / 2028	\$3,001,964	\$600,393
7 2028 / 2029	\$3,220,571	\$644,114
8 2029 / 2030	\$3,518,360	\$703,672
9 2030 / 2031	\$3,713,526	\$742,705
10 2031 / 2032	\$3,914,664	\$782,933
11 2032 / 2033	\$4,192,360	\$838,472
12 2033 / 2034	\$4,452,831	\$890,566
13 2034 / 2035	\$4,591,845	\$918,369
14 2035 / 2036	\$4,734,212	\$946,842
15 2036 / 2037	\$4,850,279	\$970,056
16 2037 / 2038	\$4,968,667	\$993,733
17 2038 / 2039	\$5,089,423	\$1,017,885
18 2039 / 2040	\$5,212,594	\$1,042,519
19 2040 / 2041	\$5,338,228	\$1,067,646
20 2041 / 2042	\$5,466,375	\$1,093,275
21 2042 / 2043	\$5,597,086	\$1,119,417
22 2043 / 2044	\$5,730,410	\$1,146,082
23 2044 / 2045	\$5,866,401	\$1,173,280
24 2045 / 2046	\$6,005,111	\$1,201,022
25 2046 / 2047	\$6,146,596	\$1,229,319
26 2047 / 2048	\$6,290,911	\$1,258,182
27 2048 / 2049	\$6,438,111	\$1,287,622
28 2049 / 2050	\$6,588,256	\$1,317,651
29 2050 / 2051	\$6,741,404	\$1,348,281
30 2051 / 2052	\$6,897,615	\$1,379,523
31 2052 / 2053	\$7,056,949	\$1,411,390
32 2053 / 2054	\$7,219,471	\$1,443,894
33 2054 / 2055	\$7,385,243	\$1,477,049
34 2055 / 2056	\$7,554,331	\$1,510,866
35 2056 / 2057	\$7,726,800	\$1,545,360
36 2057 / 2058	\$7,902,718	\$1,580,544
37 2058 / 2059	\$8,082,155	\$1,616,431
38 2059 / 2060	\$8,265,181	\$1,653,036
39 2060 / 2061	\$8,451,867	\$1,690,373
40 2061 / 2062	\$8,642,287	\$1,728,457
41 2062 / 2063	\$8,836,515	\$1,767,303
42 2063 / 2064	\$9,034,628	\$1,806,926
43 2064 / 2065	\$9,236,704	\$1,847,341
44 2065 / 2066	\$9,442,820	\$1,888,564
45 2066 / 2067	\$9,653,059	\$1,930,612
46 2067 / 2068	\$9,867,503	\$1,973,501
47 2068 / 2069	\$10,086,236	\$2,017,247
48 2069 / 2070	\$10,309,343	\$2,061,869
49 2070 / 2071	\$10,536,912	\$2,107,382
50 2071 / 2072	\$10,769,033	\$2,153,807
Total	\$312,533,858	\$62,506,772
Present Value	\$133,651,676	\$26,730,335

Note: Funding may not be expended each year, may be accumulated until the PFA has determined an efficient use / expenditure of such funding.

These projections are based on research and analysis of available data at the time of IFP preparation for purposes of illustration. Actual results may differ from those expressed in this document. Appendix C provides additional detail for the projected revenue analysis.

5.3 Plan for Financing Public Facilities

The PFA intends to utilize numerous funding sources and financing mechanisms to implement the projects identified in Section 3.2, potentially including District tax increment, grant sources, impact fees, private sector investment, and/or other sources. Separate from its participation in the District, the City has implemented a CFD to assist with ongoing services and maintenance of public improvements within the District.

As it pertains to the use of District tax increment, the PFA intends to incur debt only when it is financially prudent to do so. It is estimated at this time that approximately \$134 million of EIFD funding (in present value dollars) will be made available through bond or loan proceeds and pay-as-you-go proceeds over the District lifetime. It is estimated that approximately \$50 million will be available in the first 20 years of the District lifetime. It may be the case that multiple debt issuances will be necessary to achieve the targeted funding capacity.

5.4 Limit on Total Dollars Allocated to the District

The total number of dollars or taxes that may be allocated to the District shall not exceed \$313,000,000- (nominal dollars). This represents a maximum allocation of \$156,500,000 from the City and \$156,500,000 from the County over the District lifetime.

The limit on the total number of dollars that the City and County will contribute to the EIFD shall be defined as the annual amount of the City and County contributions that is needed to pay bond payments, or otherwise fund the approved list of infrastructure and other projects and expenses of the District, with an estimated cost of approximately \$50 million (in present value dollars) over the first 20 years of the District lifetime and approximately \$134 million (in present value dollars) over the entire District lifetime. The infrastructure and other projects shall be considered fully funded when all projects have been financed by bonds, excess tax increment, or other funds. In the following fiscal year after the projects have been fully funded, and any year thereafter up to the time limit, any City and County contributions in excess of remaining bond payments shall be returned by the EIFD to the City and County according to their respective proportions. The EIFD shall provide the County an annual accounting of the status of the funding of the approved infrastructure projects and notify the County when they have been fully funded.

To the extent a computation of the limit on total dollars allocated to the district is needed in future dollars at some time in the future, the analysis shall utilize as a benchmark index the California Department of General Services (DGS) California Construction Cost Index (CCCI).

The PFA authorizes the County, throughout the existence of the PFA and the District, to review the PFA's calculations to determine if excess property tax increment revenue exists, as defined above, in any given year. The PFA shall cooperate with such review by providing reasonable access, inspection privileges, and copies of the PFA's and/or District's records to County staff upon request, as necessary to review the PFA's calculations. In the event a County review determines excess property tax increment revenue exists, the PFA shall return such excess back to the City and County in proportion to those entities' contributions to the excess amount.

5.5 District Termination Date

The District will cease to exist the earlier of: (i) forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA, or (ii) June 30, 2099. This IFP assumes that the District will be formed in Fiscal Year 2021-2022 and will begin receiving tax revenues in Fiscal Year 2022-2023.

5.6 Analysis of Costs to Provide Facilities and Services

Appendix D to this IFP includes, as part of the Fiscal Impact Analysis, an analysis of the costs to the City and County for providing facilities and services to the area of the District. It is estimated that, at Year 20 of the District lifetime (assumed stabilized buildout of District area), annual costs to the City will be approximately \$14.2 million, and annual costs to the County will be approximately \$7.6 million to service the area of the District.

5.7 Fiscal Impact Analysis

Appendix D to this IFP includes an analysis of the projected fiscal impact of the District and the associated development upon both the City and the County, as the only two affected taxing entities that are contributing tax increment revenues to the District. Table 5 presents an overview of fiscal impacts to the City and County.

Table 5: Overview of Fiscal Impacts to City and County

	Annual (Stablized Year 20)	Year 0-50 Nominal Total	Year 0-50 Present Value @ 3.0%
City of Carson			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$17,219,617	\$1,054,660,400	\$427,417,900
Estimated Fiscal Expenditures	\$14,193,500	\$879,816,000	\$352,870,800
Estimated Net Fiscal Impact to City	\$3,026,117	\$174,844,400	\$74,547,100
County of Los Angeles			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$29,958,550	\$1,728,056,400	\$718,604,900
Estimated Fiscal Expenditures	\$7,568,100	\$471,059,500	\$189,721,600
Estimated Net Fiscal Impact to County	\$22,390,450	\$1,256,996,900	\$528,883,300

It is estimated that, at Year 20 of the District lifetime, the District area will generate an annual net fiscal surplus of \$3.0 million to the City and an annual net fiscal surplus of \$22.4 million the County.

Over 50 years, District activity will generate a positive net fiscal impact of approximately \$74.5 million for the City and \$528.9 million for the County on a present-value basis. This is in addition to the Community economic benefits outlined in Section 4 of this IFP (e.g. jobs, housing, remediation of contamination, connectivity, active transportation).

5.8 Developer Reimbursement for Transit Priority Project

The PFA does not intend to finance any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of the District and qualifies for the Transit Priority Project Program, pursuant to Section 65470. To the extent that a developer is willing to fund Transit Priority Project infrastructure expenditures beyond and in advance of said developer's fair share (not contemplated at this time), the PFA may consider and evaluate such reimbursement at the appropriate time.

6.0 Removal of Dwelling Units and Replacement Housing Plan

The PFA does not anticipate that any housing units will be removed as a result of any project identified in this IFP. However, if any relocation of dwelling units is deemed to be required in the future for a project financed by the District, the PFA will comply with the requirements of Government Code Section 53398.56.

7.0 Goals of the District

The goals of the District's implementation of the public facilities outlined in Section 3.2 is to support the City's General Plan, facilitate the cleanup and reuse of former landfill sites serving the larger County region, support implementation of regional connectivity through active transportation, and facilitate the growth of a regional educational institution in CSUDH. The District additionally aims to implement Statewide policy goals of housing supply and sustainable infrastructure investment.

Formatted: Space After: 6 pt

The underlying objectives include economic development in the form of fiscal revenue generation for the City, County, and other taxing entities, job creation, provision of new housing supply at multiple income levels, improvement of quality of life, and promotion of environmental sustainability. The District will be utilized to address critical infrastructure and affordable housing project funding, which are needed to catalyze private sector investment and development.

8.0 Appendices

- Appendix A: Map of Boundaries of the Carson EIFD
- Appendix B: Legal Description of the Carson EIFD
- Appendix C: Projected Tax Increment Revenue Analysis
- Appendix D: Fiscal Impact Analysis
- Appendix E: General Plan Environmental Impact Report

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

INFRASTRUCTURE FINANCING PLAN

Prepared For:

The City of Carson and the County of Los Angeles



Prepared By:



APRIL 2022

Table of Contents

Section	Page
1.0 Introduction	3
2.0 Description of the Proposed District.....	7
3.0 Description of Proposed Facilities and Development	8
4.0 Finding of Communitywide Significance	14
5.0 Financing Section.....	15
6.0 Removal of Dwelling Units and Replacement Housing Plan	21
7.0 Goals of the District	22
8.0 Appendices	23

Index of Appendices

- Appendix A: Map of Boundaries of the Carson EIFD
- Appendix B: Legal Description of the Carson EIFD
- Appendix C: Projected Tax Increment Revenue Analysis
- Appendix D: Fiscal Impact Analysis
- Appendix E: General Plan Environmental Impact Report

1.0 Introduction

1.1 Background & Purpose

The proposed Carson Enhanced Infrastructure Financing District (“Carson EIFD” or “District”) will serve as a catalyst for private development and critical regional infrastructure with transformative potential for the City of Carson (“City”) and the South Bay region of Los Angeles County (“County”). The Carson EIFD encompasses approximately 1,735 acres of land, representing approximately 14% of the City’s total approximately 12,141 acres. The Carson EIFD includes the City’s Vision Plan area, the Civic Center area, the campus of California State Dominguez Hills (“CSUDH”), and various other targeted opportunity site areas within the City that stand to benefit from catalytic infrastructure improvements with communitywide and regional benefit. The District represents a partnership between the City and the County, and as such, will be funded by property tax increment from both taxing entities.

1.2 Contents and Overview of this Infrastructure Financing Plan (“IFP”)

Pursuant to Government Code Sections 53398.59 through 53398.74, this IFP comprises the following information:

- a) A map and legal description of the District, [included herein as Appendix A and Appendix B, respectively.](#)
- b) A description of the public facilities and other forms of development or financial assistance that is proposed in the area of the district, including those to be provided by the private sector, those to be provided by governmental entities without assistance under this chapter, those public improvements and facilities to be financed with assistance from the proposed district, and those to be provided jointly. The description shall include the proposed location, timing, and costs of the development and financial assistance. [This information is included in Section 3 of this IFP.](#)
- c) If funding from affected taxing entities is incorporated into the financing plan, a finding that the development and financial assistance are of communitywide significance and provide significant benefits to an area larger than the area of the district. [This information is included in Section 4 of this IFP.](#)
- d) A financing section ([included in Section 5 of this IFP](#)), which shall contain all of the following information:
 - a. A specification of the maximum portion of the incremental tax revenue of the city or county and of each affected taxing entity proposed to be committed to the district for each year during which the district will receive incremental tax revenue.

The portion need not be the same for all affected taxing entities. The portion may change over time. The maximum portion of the City's property tax increment to be committed to the District will be 52% throughout the duration of the District lifetime. For the County, the maximum portion of the County's property tax increment to be committed to the District will be 25% throughout duration of the District lifetime, which is projected to be forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the Public Financing Authority ("PFA").

- b. A projection of the amount of tax revenues expected to be received by the district in each year during which the district will receive tax revenues, including an estimate of the amount of tax revenues attributable to each affected taxing entity for each year. Section 5.3 of this IFP includes a projection of tax revenues to be received by the District by year over the course of forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA. These projections are based on research and analysis of available data at the time of IFP preparation for purposes of illustration. Actual results may differ from those expressed in this document. Appendix C provides additional detail for the projected revenue analysis.
- c. A plan for financing the public facilities to be assisted by the district, including a detailed description of any intention to incur debt. Section 5.4 of this IFP includes a plan for financing the public facilities to be assisted by the District. The PFA governing the District intends to incur debt only when it is financially prudent to do so. It is estimated at this time that the EIFD will contribute approximately \$134 million (in present value dollars) to public improvements and affordable housing projects from a combination of bond or loan proceeds (multiple issuances may be necessary) and pay-as-you-go funding over the District lifetime. This is equivalent to approximately \$313 million (nominal dollars).
- d. A limit on the total number of dollars of taxes that may be allocated to the district pursuant to the plan. The total number of dollars or taxes that may be allocated to the District shall not exceed \$313,000,000 (nominal dollars). This represents a maximum allocation of \$156,500,000 from the City and \$156,500,000 from the County over the District lifetime (nominal dollars).
- e. A date on which the district will cease to exist, by which time all tax allocation to the district will end. The date shall not be more than 45 years from the date on which the issuance of bonds is approved pursuant to subdivision (a) of Section 53398.81, or the issuance of a loan is approved by the governing board of a local agency pursuant to Section 53398.87. The District will cease to exist the earlier of: (i) forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA, or (ii) June 30, 2099. This IFP

assumes that the District will be formed in Fiscal Year 2021-2022 and will begin receiving tax revenues in Fiscal Year 2022-2023.

- f. An analysis of the costs to the city or county of providing facilities and services to the area of the district while the area is being developed and after the area is developed. The plan shall also include an analysis of the tax, fee, charge, and other revenues expected to be received by the city or county as a result of expected development in the area of the district. Appendix D to this IFP includes, as part of the Fiscal Impact Analysis, an analysis of the costs to the City and County for providing facilities and services to the area of the District. It is estimated that, at Year 20 of the District lifetime (assumed stabilized buildout of District area), annual costs to the City will be approximately \$14.2 million, and annual costs to the County will be approximately \$7.6 million to service the area of the District.
- g. An analysis of the projected fiscal impact of the district and the associated development upon each affected taxing entity. Appendix D to this IFP includes an analysis of the projected fiscal impact of the District and the associated development upon both the City and the County, as the only two affected taxing entities that are contributing tax increment revenues to the District. It is estimated that, at Year 20 of the District lifetime, the District area will generate an annual net fiscal surplus of \$3.0 million to the City and an annual net fiscal surplus of \$22.4 million to the County.
- h. A plan for financing any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of that district and qualifies for the Transit Priority Project Program, pursuant to Section 65470, including any permit and affordable housing expenses related to the project. At this time, the PFA does not intend to finance any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of the District and qualifies for the Transit Priority Project Program, pursuant to Section 65470.
- e) If any dwelling units within the territory of the district are proposed to be removed or destroyed in the course of public works construction within the area of the district or private development within the area of the district that is subject to a written agreement with the district or that is financed in whole or in part by the district, a plan providing for replacement of those units and relocation of those persons or families consistent with the requirements of Section 53398.56. The PFA does not anticipate that any housing units will be removed as a result of any project identified in this IFP. However, if any relocation of dwelling units is deemed to be required in the future for a project financed by the District, the PFA will comply with the requirements of Government Code Section 53398.56.

- f) The goals the district proposes to achieve for each project financed pursuant to Section 53398.52. Section 7 of this IFP summarizes the goals of each project to be financed by the District.

2.0 Description of the Proposed District

The Carson EIFD encompasses approximately 1,735 acres of land, representing approximately 14% of the City's total 12,141 acres. The Carson EIFD includes the City's Vision Plan area, the Civic Center area, the campus of CSUDH, and various other targeted opportunity site areas within the City that stand to benefit from catalytic infrastructure improvements with communitywide and regional benefit.

Land use designations in the District primarily include industrial and residential uses, and to a lesser extent, retail, office, and recreational designations. The EIFD includes a significant amount of former landfill property with potential for remediation and future development. Appendix A includes a map of the proposed District, and Appendix B is a legal description of the District.

3.0 Description of Proposed Facilities and Development

3.1 Anticipated Future Private Development

Anticipated future private development is summarized in Table 1 below, anticipated to occur across the Vision Plan area, Civic Center area, the CSUDH campus, and other targeted opportunity site areas as identified on the map in Appendix A. Buildout and absorption of these land uses are forecasted in the first 20 years of the District lifetime.

Table 1: Anticipated Future Private Development

Development Type	SF / Units	AV Per SF / Unit	Estimated AV at Buildout (2022\$)
Rental Residential	2,619 units	\$300,000 per unit	\$785,700,000
For Sale Residential	662 units	\$400,000 per unit	\$264,800,000
Commercial / Retail	965,348 SF	\$285 PSF	\$275,124,180
Office	780,000 SF	\$225 PSF	\$175,500,000
Hotel	118 rooms	\$200,000 per room	\$23,600,000
Recreational	598,500 SF	\$350 PSF	\$209,475,000
Industrial	5,632,961 SF	\$160 PSF	\$901,273,760
Estimated Total			\$2,635,472,940

3.2 Public Facilities to be Financed with Assistance from the Carson EIFD

The PFA intends to utilize the District to contribute approximately \$134 million (in present value dollars) of funding to infrastructure and affordable housing projects of communitywide and regional significance over the District lifetime. This is equivalent to approximately \$313 million (nominal dollars). Table 2 outlines an estimate of anticipated EIFD budget allocation over the District's lifetime.

Table 2: Estimated EIFD Funding Allocation

#	PROJECT	ESTIMATED ALLOCATION	ESTIMATED TIMING
1	Affordable Housing Development in Carson (20% Minimum County Requirement)	\$26,800,000	Year 1 to Year 50
2	Victoria Golf Course Approved Remediation and Infrastructure Projects	\$10,000,000	Year 1 to Year 20 (up to \$10,000,000)
3*	Brownfield Site Remediation	\$10,000,000 to \$75,000,000	Year 1 to Year 50
4*	Park and Recreational Development	\$5,000,000 to \$15,000,000	Year 10 to Year 50
5*	Dominguez Channel / Bicycle Master Plan Improvements / Pedestrian Networks	\$2,500,000 to \$5,000,000	Year 15 to Year 50
6*	Future City Street / Road Improvements and Other Infrastructure	\$10,000,000 to \$30,000,000	Year 15 to Year 50
7*	Commercial Façade Program	\$2,500,000 to \$5,000,000	Year 15 to Year 50
	Estimated Total EIFD Budget Allocation	\$134,000,000	(present value dollars)

*The above conceptual budget provides a snapshot of current infrastructure needs and may be modified by City Council recommendations or County Board of Supervisors recommendations and approval by the PFA. Funds may be adjusted depending on future needs, project costs, and/or funding availability from other sources. No funds shall be used to support ongoing operations of oil refinery activities.

- (5) Affordable Housing Projects: The EIFD will implement a 20% affordable housing set-aside for the acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the Health and Safety Code, for rent or purchase in the City. The PFA will coordinate with the Carson Housing Authority for implementation and administration of these funds and projects subject to the approval of the City Council. The sequence in which EIFD revenues shall be allocated annually shall prioritize this affordable housing set-aside as the first priority. The PFA may additionally elect to coordinate with the County of Los Angeles Affordable Housing Trust Fund or another entity as an alternative or in addition to the Carson Housing Authority for the acquisition, construction, or rehabilitation of affordable housing in the City, subject to

the approval of the City of Carson City Council. Funds dedicated to these projects will be tracked and delineated specifically in the required annual reporting for the EIFD.

(2) Victoria Golf Course Approved Remediation and Infrastructure Projects¹: Certain on-site infrastructure and remediation projects for development of the Victoria Golf Course property pursuant to the project list agreed upon in advance by City and County (the “Victoria Golf Course Approved Remediation and Infrastructure Projects”). After the allocation of the affordable housing set-aside, fifty percent (50%) of all annual EIFD revenues will be allocated to the Victoria Golf Course Approved Remediation and Infrastructure Projects up to \$10,000,000. Disbursement of funding for Victoria Golf Course Approved Remediation and Infrastructure Projects shall be contingent on and commence from the receipt by The Creek at Dominguez Hills of the Remedial Action Completion Report by the Department of Toxics and Substance Control and shall be based on eligible costs incurred. The County and City have agreed to enter into an agreement describing various obligations should the ground lease of the Golf Course Property between Plenitude Holdings, LLC (“Plenitude”) and the County be terminated or the County enters into an agreement with another developer. If Plenitude pays for the costs of any Victoria Golf Course Approved Remediation and Infrastructure Projects prior to the availability of EIFD funding, then Plenitude will be reimbursed such costs from EIFD funds once such funds become available, subject to the terms outlined above. If The Creek at Dominguez Hills or another vertical development on the Golf Course site explicitly agreed upon by the City and the County is not substantially completed by December 31, 2032, any funds remaining from the allocation outlined above shall be remitted back to the EIFD, and the EIFD will be released from any obligation related to the Victoria Golf Course property as described above, and such funds may be expended on projects mutually agreed to by the County and City other than the Victoria Golf Course Approved Remediation and Infrastructure Projects. Funds dedicated to this project will be tracked and delineated specifically in the required annual reporting for the EIFD. The described funding obligation in this paragraph (2) may be adjusted or revised by agreement between the City and the County and still qualify for EIFD funding so long as the projects constitute infrastructure, housing and/or remediation projects described in this Section 3.0.

(3) Brownfield Site Remediation*: Provide funding or partial funding to clean up various project sites to leverage future development that could include but is not limited to the 157-Acre Carson Reclamation Properties. These projects will spur economic development to accelerate tax increment revenues to the Carson EIFD and separately to the County and City. Specific project(s) funding subject to City Council recommendations and approval by the PFA.

(4) Park and Recreational Development*: Develop a park within the city of Carson. Potential park development sites could include but is not limited to the 18-acre Shell site and/or Sanitation

¹ For the purposes of the PFA Bylaws, Victoria Golf Course Approved Remediation and Infrastructure Projects are to be considered “County Projects”.

District new park site adjacent to Carriage Crest Park. Specific project funding subject to City Council recommendations and approval by the PFA.

(5) Dominguez Channel Improvements / City's Bicycle Master Plan/ Pedestrian Networks*: Provide neighborhood connectivity (e.g., pedestrian and bicycle networks), create a continuous Riverwalk park / trail along the Dominguez Channel. Projects related to the City's Bicycle Master Plan or General Plan would also be eligible under this category. Specific project(s) funding subject to City Council recommendations and approval by the PFA.

(6) Future City Street / Road Improvements and Other Infrastructure*: Installation, reconstruction, and beautification of various streets and roads within city of Carson, as well as new on-site and off-site infrastructure to support future project development (e.g., utilities, sidewalks, drainage). Beautification amenities may include road/sidewalk installation / extension / repairs, wayfinding signs, streetlights, utility wraps, benches, street banners, art, and landscaping similar to the recent Carson Street Improvement. Main Street could be a potential site for a beautification project. Martin Luther King Jr. Street could also be a potential site for a road reconstruction project. It should be noted that County Board of Supervisors previously approved funding for Martin Luther King Jr. Street reconstruction via the approved Memorandum of Agreement among the City, the County and the Kimmelman Foundation for the proposed Carol Kimmelman Athletic and Academic Campus (CKAAC) dated July 2019 (Section II. C. Infrastructure Investments/Improvements).² The Kimmelman Foundation, however, has since opted to not proceed with the CAAKC project. Accordingly, County funding is no longer available for this project. If another entity (e.g., City or County) advances the funding for Martin Luther King Jr. Street road improvements, that entity will be eligible for reimbursement from EIFD proceeds.

Other Improvements may also include intersection improvements to interchanges such as Avalon & I-405, construction of freeway entrance along I-405 & Main Street, I-405 by Wilmington Blvd and/or other intersections. Other road improvements may be funded based on road conditions, subject to recommendations from the City Council and approval by PFA.

(7) Commercial Façade Program*: Develop program(s) to financially assist local businesses and property owners with improvements to exterior facades or other beautification improvements (e.g., paint, signage). Specific project(s) funding subject to City Council recommendations and approval by the PFA.

² The Memorandum of Agreement provided that the County would fund the "Base Road Reconstruction" of Martin Luther King Jr. Road with an estimated cost of \$4.5 million, additionally committing to payment of any cost overruns to complete the Base Road Reconstruction, which is no longer moving forward.

Funds allocated under projects item numbers 3 through 7 may be reallocated to any eligible projects under the IFP and EIFD law based on future infrastructure needs. Specific project funding subject to City Council recommendations and approval by the PFA.

The EIFD will not include funds to support ongoing operations of oil refinery activities.

Additional expenditures by the EIFD, including any use of potential future EIFD bond proceeds, will be subject to City Council recommendations and approval by the PFA. Targeted improvements would conform to established guidelines in existing, adopted planning documentation, such as the City General Plan. Eligible expenditures in accordance with Government code sections 53398.52 and 53398.56 include the purchase, construction, expansion, improvement, seismic retrofit, or rehabilitation of any real or other tangible property with an estimated useful life of 15 years or longer. The EIFD may finance planning and design activities that are directly related to the purchase, construction, expansion, or rehabilitation of these projects. Example projects may include, but not be limited to, the following:

- a) Highways, interchanges, ramps and bridges, arterial streets, parking facilities, and transit facilities
- b) Sewage treatment and water reclamation plants and interceptor pipes
- c) Facilities for the collection and treatment of water for urban uses
- d) Flood control levees and dams, retention basins, and drainage channels
- e) Childcare facilities, libraries, and other government facilities
- f) Parks, recreational facilities, and open space
- g) Facilities for the transfer and disposal of solid waste, including transfer stations and vehicles
- h) Brownfield restoration and other environmental mitigation
- i) The acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the Health and Safety Code, for rent or purchase
- j) Projects that enable communities to adapt to the impacts of climate change, including, but not limited to, higher average temperatures, decreased air and water quality, the spread of infectious and vector-borne diseases, other public health impacts, extreme weather events, sea level rise, flooding, heat waves, wildfires, and drought
- k) The acquisition, construction, or improvement of broadband Internet access service
- l) Acquisition, construction, or repair of commercial structures by the small business occupant of such structures, if such acquisition, construction, or repair is for purposes of fostering economic recovery from the COVID-19 pandemic and of ensuring the long-term economic sustainability of small businesses
- m) Facilities in which nonprofit community organizations provide health, youth, homeless, and social services.

The PFA intends to continue to identify, evaluate, and pursue additional funding sources and financing mechanisms aside from District tax increment to implement the improvements identified above, potentially including grant sources, impact fees, private sector investment incentivized by the formation of the EIFD itself, and/or other sources. The City has already formed a Community Facilities District (“CFD”) with a Citywide annexation area for new and/or intensified development to assist with ongoing services and maintenance needs in the City.

Private sector developers will be responsible for funding project-specific / fair-share / in-tract infrastructure, unless otherwise outlined in this IFP. Some public facilities included in the EIFD area are anticipated to be provided by governmental entities without assistance from the District. There are no public facilities anticipated to be provided jointly by the private sector and governmental entities, however it is possible that private sector developers may advance funding for improvements such as brownfield site remediation, with anticipation to be partially reimbursed with EIFD proceeds. Such case-specific agreements would come before the PFA for approval at the appropriate time.

4.0 Finding of Communitywide Significance

Implementation of the District promotes the goals of the City's General Plan, facilitates the cleanup and reuse of former landfill sites serving the larger County region, supports implementation of regional connectivity through active transportation, and facilitates the growth of a regional educational institution in CSUDH.

The District additionally supports numerous County economic development objectives, including job creation, workforce development, affordable housing, homeless prevention, improvement of quality of life, and promotion of environmental sustainability, all in an area predominantly designated as Disadvantaged Community (DAC) census tracts based on the California Environmental Protection Agency (CalEPA) CalEnviroScreen tool (version 3.0).

Specific communitywide and regional benefits anticipated to be generated by the District include:

- \$75 million in net fiscal surplus to the City over 50 years (on a present-value basis)
- \$529 million in net fiscal impact to County over 50 years (on a present-value basis), including additional direct property tax revenue to County Fire and County Library
- 3,281 housing units within the District, including affordable housing a multiple income levels
- 21,781 direct, indirect, and induced temporary, construction-related jobs in the City and County
- 9,349 direct, permanent jobs in the City
- 4,269 additional indirect and induced permanent jobs in the City and County (total of 14,349 direct, indirect, and induced jobs)
- \$3.7 billion in economic output from construction in the City and County
- \$1.8 billion in annual ongoing economic output in the City and County.

5.0 Financing Section

Projections included in this IFP are based on research and analysis of available data at the time of IFP for purposes of planning and illustration. Actual results may differ from those expressed in this document.

The Carson EIFD represents a partnership between the City and County, and as such, will be funded by property tax increment from both taxing entities. No other taxing entity is contributing property tax increment to the District. It is anticipated that property tax increment will be utilized on both a “pay-as-you-go” basis as well as security for tax increment bond issuance or loan acquisition.

Portions of the Carson EIFD are located within the boundaries of the former Redevelopment Project Area of the former Redevelopment Agency of Carson, and so property tax revenues generated by the properties within the overlapping area will flow according to the Redevelopment Agency dissolution statutes until all of the Successor Agency’s obligations are retired (currently anticipated in 2041). Redevelopment Property Tax Trust Fund (“RPTTF”) residual revenues are intended to be contributed by the City and County to the District as part of the maximum allocations outlined in the following sections.

The analysis and projections herein reflect the City’s intention to dedicate incremental property tax revenue allocated to the City in lieu of motor vehicle license fees to the District pursuant to Government Code Section 53398.75€(1) in addition and in proportion to incremental AB8 property tax.

5.1 Maximum Portion of Incremental Tax Revenue Dedicated to the District

The maximum portion of the City’s property tax increment to be committed to the District will be 52% throughout the District lifetime. The maximum portion of the County’s property tax increment to be committed to the District will be 25% throughout the District lifetime.

5.2 Projection of District Tax Revenues by Year

Table 3 provides an overview of the projected growth of assessed value, property tax increment, and City and County contributions to the District over the District lifetime. It is expected that a total of \$156,266,930 of incremental tax revenues will be allocated to the District by the City, and a total of \$156,266,930 of incremental tax revenues will be allocated to the District by the County, for a total allocation of taxes revenues to the EIFD of \$312,533,860. Table 4 illustrates the accumulation of affordable housing set-side funding.

Table 3: Projection of District Revenues by Year

Fiscal Year	Incremental Assessed Value	Property Tax Increment @ 1% General Levy	Average City Share Available (AB8+VLF)	City Increment Available	Portion of City Share Allocated	City Increment Allocated	Average County Share Available	County Increment Available	Portion of County Share Allocated	County Increment Allocated	Total Taxes Allocated to EIFD
0 2021 / 2022	\$0	\$0	11.87%	\$0	52%	\$0	24.7%	\$0	25%	\$0	\$0
1 2022 / 2023	\$420,809,462	\$4,208,095	11.87%	\$499,468	52%	\$259,639	24.7%	\$1,038,558	25%	\$259,639	\$519,279
2 2023 / 2024	\$953,315,091	\$9,533,151	11.87%	\$1,131,511	52%	\$588,195	24.7%	\$2,352,782	25%	\$588,195	\$1,176,391
3 2024 / 2025	\$1,225,684,360	\$12,256,844	11.87%	\$1,454,792	52%	\$756,247	24.7%	\$3,024,989	25%	\$756,247	\$1,512,494
4 2025 / 2026	\$1,588,758,230	\$15,887,582	11.87%	\$1,885,733	52%	\$980,264	24.7%	\$3,921,055	25%	\$980,264	\$1,960,528
5 2026 / 2027	\$2,218,486,210	\$22,184,862	11.87%	\$2,633,171	52%	\$1,368,806	24.7%	\$5,475,224	25%	\$1,368,806	\$2,737,612
6 2027 / 2028	\$2,432,710,118	\$24,327,101	11.87%	\$2,887,439	52%	\$1,500,982	24.7%	\$6,003,929	25%	\$1,500,982	\$3,001,964
7 2028 / 2029	\$2,609,863,141	\$26,098,631	11.87%	\$3,097,705	52%	\$1,610,286	24.7%	\$6,441,142	25%	\$1,610,286	\$3,220,571
8 2029 / 2030	\$2,851,182,832	\$28,511,828	11.87%	\$3,384,133	52%	\$1,759,180	24.7%	\$7,036,719	25%	\$1,759,180	\$3,518,360
9 2030 / 2031	\$3,009,340,228	\$30,093,402	11.87%	\$3,571,854	52%	\$1,856,763	24.7%	\$7,427,052	25%	\$1,856,763	\$3,713,526
10 2031 / 2032	\$3,172,336,888	\$31,723,369	11.87%	\$3,765,318	52%	\$1,957,332	24.7%	\$7,829,327	25%	\$1,957,332	\$3,914,664
11 2032 / 2033	\$3,397,374,003	\$33,973,740	11.87%	\$4,032,420	52%	\$2,096,180	24.7%	\$8,384,719	25%	\$2,096,180	\$4,192,360
12 2033 / 2034	\$3,608,452,600	\$36,084,526	11.87%	\$4,282,954	52%	\$2,226,415	24.7%	\$8,905,661	25%	\$2,226,415	\$4,452,831
13 2034 / 2035	\$3,721,106,377	\$37,211,064	11.87%	\$4,416,665	52%	\$2,295,923	24.7%	\$9,183,691	25%	\$2,295,923	\$4,591,845
14 2035 / 2036	\$3,836,476,366	\$38,364,764	11.87%	\$4,553,600	52%	\$2,367,106	24.7%	\$9,468,424	25%	\$2,367,106	\$4,734,212
15 2036 / 2037	\$3,930,533,765	\$39,305,338	11.87%	\$4,665,239	52%	\$2,425,139	24.7%	\$9,700,557	25%	\$2,425,139	\$4,850,279
16 2037 / 2038	\$4,026,472,313	\$40,264,723	11.87%	\$4,779,111	52%	\$2,484,333	24.7%	\$9,937,334	25%	\$2,484,333	\$4,968,667
17 2038 / 2039	\$4,124,329,632	\$41,243,296	11.87%	\$4,895,260	52%	\$2,544,711	24.7%	\$10,178,846	25%	\$2,544,711	\$5,089,423
18 2039 / 2040	\$4,224,144,097	\$42,241,441	11.87%	\$5,013,732	52%	\$2,606,297	24.7%	\$10,425,188	25%	\$2,606,297	\$5,212,594
19 2040 / 2041	\$4,325,954,851	\$43,259,549	11.87%	\$5,134,573	52%	\$2,669,114	24.7%	\$10,676,457	25%	\$2,669,114	\$5,338,228
20 2041 / 2042	\$4,429,801,820	\$44,298,018	11.87%	\$5,257,832	52%	\$2,733,188	24.7%	\$10,932,751	25%	\$2,733,188	\$5,466,375
21 2042 / 2043	\$4,535,725,729	\$45,357,257	11.87%	\$5,383,555	52%	\$2,798,543	24.7%	\$11,194,171	25%	\$2,798,543	\$5,597,086
22 2043 / 2044	\$4,643,768,116	\$46,437,681	11.87%	\$5,511,793	52%	\$2,865,205	24.7%	\$11,460,820	25%	\$2,865,205	\$5,730,410
23 2044 / 2045	\$4,753,971,351	\$47,539,714	11.87%	\$5,642,596	52%	\$2,933,200	24.7%	\$11,732,801	25%	\$2,933,200	\$5,866,401
24 2045 / 2046	\$4,866,378,650	\$48,663,787	11.87%	\$5,776,015	52%	\$3,002,556	24.7%	\$12,010,223	25%	\$3,002,556	\$6,005,111
25 2046 / 2047	\$4,981,034,096	\$49,810,341	11.87%	\$5,912,102	52%	\$3,073,298	24.7%	\$12,293,192	25%	\$3,073,298	\$6,146,596
26 2047 / 2048	\$5,097,982,650	\$50,979,826	11.87%	\$6,050,911	52%	\$3,145,455	24.7%	\$12,581,821	25%	\$3,145,455	\$6,290,911
27 2048 / 2049	\$5,217,270,175	\$52,172,702	11.87%	\$6,192,496	52%	\$3,219,056	24.7%	\$12,876,223	25%	\$3,219,056	\$6,438,111
28 2049 / 2050	\$5,338,943,451	\$53,389,435	11.87%	\$6,336,912	52%	\$3,294,128	24.7%	\$13,176,512	25%	\$3,294,128	\$6,588,256
29 2050 / 2051	\$5,463,050,192	\$54,630,502	11.87%	\$6,484,218	52%	\$3,370,702	24.7%	\$13,482,808	25%	\$3,370,702	\$6,741,404
30 2051 / 2052	\$5,589,639,069	\$55,896,391	11.87%	\$6,634,469	52%	\$3,448,807	24.7%	\$13,795,229	25%	\$3,448,807	\$6,897,615
31 2052 / 2053	\$5,718,759,722	\$57,187,597	11.87%	\$6,787,725	52%	\$3,528,475	24.7%	\$14,113,899	25%	\$3,528,475	\$7,056,949
32 2053 / 2054	\$5,850,462,789	\$58,504,628	11.87%	\$6,944,046	52%	\$3,609,736	24.7%	\$14,438,942	25%	\$3,609,736	\$7,219,471
33 2054 / 2055	\$5,984,799,917	\$59,847,999	11.87%	\$7,103,494	52%	\$3,692,622	24.7%	\$14,770,486	25%	\$3,692,622	\$7,385,243
34 2055 / 2056	\$6,121,823,788	\$61,218,238	11.87%	\$7,266,131	52%	\$3,777,165	24.7%	\$15,108,661	25%	\$3,777,165	\$7,554,331
35 2056 / 2057	\$6,261,588,136	\$62,615,881	11.87%	\$7,432,020	52%	\$3,863,400	24.7%	\$15,453,600	25%	\$3,863,400	\$7,726,800
36 2057 / 2058	\$6,404,147,771	\$64,041,478	11.87%	\$7,601,227	52%	\$3,951,359	24.7%	\$15,805,437	25%	\$3,951,359	\$7,902,718
37 2058 / 2059	\$6,549,558,599	\$65,495,586	11.87%	\$7,773,819	52%	\$4,041,078	24.7%	\$16,164,311	25%	\$4,041,078	\$8,082,155
38 2059 / 2060	\$6,697,877,643	\$66,978,776	11.87%	\$7,949,862	52%	\$4,132,590	24.7%	\$16,530,362	25%	\$4,132,591	\$8,265,181
39 2060 / 2061	\$6,849,163,069	\$68,491,631	11.87%	\$8,129,426	52%	\$4,225,934	24.7%	\$16,903,734	25%	\$4,225,934	\$8,451,867
40 2061 / 2062	\$7,003,474,202	\$70,034,742	11.87%	\$8,312,582	52%	\$4,321,144	24.7%	\$17,284,574	25%	\$4,321,144	\$8,642,287
41 2062 / 2063	\$7,160,871,559	\$71,608,716	11.87%	\$8,499,400	52%	\$4,418,258	24.7%	\$17,673,031	25%	\$4,418,258	\$8,836,515
42 2063 / 2064	\$7,321,416,862	\$73,214,169	11.87%	\$8,689,955	52%	\$4,517,314	24.7%	\$18,069,257	25%	\$4,517,314	\$9,034,628
43 2064 / 2065	\$7,485,173,072	\$74,851,731	11.87%	\$8,884,321	52%	\$4,618,352	24.7%	\$18,473,407	25%	\$4,618,352	\$9,236,704
44 2065 / 2066	\$7,652,204,406	\$76,522,044	11.87%	\$9,082,574	52%	\$4,721,410	24.7%	\$18,885,640	25%	\$4,721,410	\$9,442,820
45 2066 / 2067	\$7,822,576,366	\$78,225,764	11.87%	\$9,284,792	52%	\$4,826,530	24.7%	\$19,306,118	25%	\$4,826,530	\$9,653,059
46 2067 / 2068	\$7,996,355,766	\$79,963,558	11.87%	\$9,491,055	52%	\$4,933,751	24.7%	\$19,735,006	25%	\$4,933,752	\$9,867,503
47 2068 / 2069	\$8,173,610,753	\$81,736,108	11.87%	\$9,701,443	52%	\$5,043,118	24.7%	\$20,172,471	25%	\$5,043,118	\$10,086,236
48 2069 / 2070	\$8,354,410,841	\$83,544,108	11.87%	\$9,916,039	52%	\$5,154,671	24.7%	\$20,618,686	25%	\$5,154,671	\$10,309,343
49 2070 / 2071	\$8,538,826,930	\$85,388,269	11.87%	\$10,134,926	52%	\$5,268,456	24.7%	\$21,073,825	25%	\$5,268,456	\$10,536,912
50 2071 / 2072	\$8,726,931,341	\$87,269,313	11.87%	\$10,358,192	52%	\$5,384,517	24.7%	\$21,538,067	25%	\$5,384,517	\$10,769,033
Total		\$2,532,689,294		\$300,610,605	52%	\$156,266,929		\$625,067,718	25%	\$156,266,929	\$312,533,858
Present Value		\$1,083,076,794		\$128,552,828	52%	\$66,825,838		\$267,303,353	25%	\$66,825,838	\$133,651,676

Note: Present value at 3% discount rate.

Table 4: Projection of Affordable Housing Set-Aside Funds

	Fiscal Year	Total Taxes Allocated to EIFD	Affordable Housing Set-Aside
0	2021 / 2022	\$0	\$0
1	2022 / 2023	\$519,279	\$103,856
2	2023 / 2024	\$1,176,391	\$235,278
3	2024 / 2025	\$1,512,494	\$302,499
4	2025 / 2026	\$1,960,528	\$392,106
5	2026 / 2027	\$2,737,612	\$547,522
6	2027 / 2028	\$3,001,964	\$600,393
7	2028 / 2029	\$3,220,571	\$644,114
8	2029 / 2030	\$3,518,360	\$703,672
9	2030 / 2031	\$3,713,526	\$742,705
10	2031 / 2032	\$3,914,664	\$782,933
11	2032 / 2033	\$4,192,360	\$838,472
12	2033 / 2034	\$4,452,831	\$890,566
13	2034 / 2035	\$4,591,845	\$918,369
14	2035 / 2036	\$4,734,212	\$946,842
15	2036 / 2037	\$4,850,279	\$970,056
16	2037 / 2038	\$4,968,667	\$993,733
17	2038 / 2039	\$5,089,423	\$1,017,885
18	2039 / 2040	\$5,212,594	\$1,042,519
19	2040 / 2041	\$5,338,228	\$1,067,646
20	2041 / 2042	\$5,466,375	\$1,093,275
21	2042 / 2043	\$5,597,086	\$1,119,417
22	2043 / 2044	\$5,730,410	\$1,146,082
23	2044 / 2045	\$5,866,401	\$1,173,280
24	2045 / 2046	\$6,005,111	\$1,201,022
25	2046 / 2047	\$6,146,596	\$1,229,319
26	2047 / 2048	\$6,290,911	\$1,258,182
27	2048 / 2049	\$6,438,111	\$1,287,622
28	2049 / 2050	\$6,588,256	\$1,317,651
29	2050 / 2051	\$6,741,404	\$1,348,281
30	2051 / 2052	\$6,897,615	\$1,379,523
31	2052 / 2053	\$7,056,949	\$1,411,390
32	2053 / 2054	\$7,219,471	\$1,443,894
33	2054 / 2055	\$7,385,243	\$1,477,049
34	2055 / 2056	\$7,554,331	\$1,510,866
35	2056 / 2057	\$7,726,800	\$1,545,360
36	2057 / 2058	\$7,902,718	\$1,580,544
37	2058 / 2059	\$8,082,155	\$1,616,431
38	2059 / 2060	\$8,265,181	\$1,653,036
39	2060 / 2061	\$8,451,867	\$1,690,373
40	2061 / 2062	\$8,642,287	\$1,728,457
41	2062 / 2063	\$8,836,515	\$1,767,303
42	2063 / 2064	\$9,034,628	\$1,806,926
43	2064 / 2065	\$9,236,704	\$1,847,341
44	2065 / 2066	\$9,442,820	\$1,888,564
45	2066 / 2067	\$9,653,059	\$1,930,612
46	2067 / 2068	\$9,867,503	\$1,973,501
47	2068 / 2069	\$10,086,236	\$2,017,247
48	2069 / 2070	\$10,309,343	\$2,061,869
49	2070 / 2071	\$10,536,912	\$2,107,382
50	2071 / 2072	\$10,769,033	\$2,153,807
	Total	\$312,533,858	\$62,506,772
	Present Value	\$133,651,676	\$26,730,335

Note: Funding may not be expended each year, may be accumulated until the PFA has determined an efficient use / expenditure of such funding.

These projections are based on research and analysis of available data at the time of IFP preparation for purposes of illustration. Actual results may differ from those expressed in this document. Appendix C provides additional detail for the projected revenue analysis.

5.3 Plan for Financing Public Facilities

The PFA intends to utilize numerous funding sources and financing mechanisms to implement the projects identified in Section 3.2, potentially including District tax increment, grant sources, impact fees, private sector investment, and/or other sources. Separate from its participation in the District, the City has implemented a CFD to assist with ongoing services and maintenance of public improvements within the District.

As it pertains to the use of District tax increment, the PFA intends to incur debt only when it is financially prudent to do so. It is estimated at this time that approximately \$134 million of EIFD funding (in present value dollars) will be made available through bond or loan proceeds and pay-as-you-go proceeds over the District lifetime. It is estimated that approximately \$50 million will be available in the first 20 years of the District lifetime. It may be the case that multiple debt issuances will be necessary to achieve the targeted funding capacity.

5.4 Limit on Total Dollars Allocated to the District

The total number of dollars or taxes that may be allocated to the District shall not exceed \$313,000,000 (nominal dollars). This represents a maximum allocation of \$156,500,000 from the City and \$156,500,000 from the County over the District lifetime.

The limit on the total number of dollars that the City and County will contribute to the EIFD shall be defined as the annual amount of the City and County contributions that is needed to pay bond payments, or otherwise fund the approved list of infrastructure and other projects and expenses of the District, with an estimated cost of approximately \$50 million (in present value dollars) over the first 20 years of the District lifetime and approximately \$134 million (in present value dollars) over the entire District lifetime. The infrastructure and other projects shall be considered fully funded when all projects have been financed by bonds, excess tax increment, or other funds. In the following fiscal year after the projects have been fully funded, and any year thereafter up to the time limit, any City and County contributions in excess of remaining bond payments shall be returned by the EIFD to the City and County according to their respective proportions. The EIFD shall provide the County an annual accounting of the status of the funding of the approved infrastructure projects and notify the County when they have been fully funded.

To the extent a computation of the limit on total dollars allocated to the district is needed in future dollars at some time in the future, the analysis shall utilize as a benchmark index the California Department of General Services (DGS) California Construction Cost Index (CCCI).

The PFA authorizes the County, throughout the existence of the PFA and the District, to review the PFA's calculations to determine if excess property tax increment revenue exists, as defined above, in any given year. The PFA shall cooperate with such review by providing reasonable access, inspection privileges, and copies of the PFA's and/or District's records to County staff upon request, as necessary to review the PFA's calculations. In the event a County review

determines excess property tax increment revenue exists, the PFA shall return such excess back to the City and County in proportion to those entities' contributions to the excess amount.

5.5 District Termination Date

The District will cease to exist the earlier of: (i) forty five (45) years from the date on which the first issuance of bonds or acquisition of a loan is approved by the PFA, or (ii) June 30, 2099. This IFP assumes that the District will be formed in Fiscal Year 2021-2022 and will begin receiving tax revenues in Fiscal Year 2022-2023.

5.6 Analysis of Costs to Provide Facilities and Services

Appendix D to this IFP includes, as part of the Fiscal Impact Analysis, an analysis of the costs to the City and County for providing facilities and services to the area of the District. It is estimated that, at Year 20 of the District lifetime (assumed stabilized buildout of District area), annual costs to the City will be approximately \$14.2 million, and annual costs to the County will be approximately \$7.6 million to service the area of the District.

5.7 Fiscal Impact Analysis

Appendix D to this IFP includes an analysis of the projected fiscal impact of the District and the associated development upon both the City and the County, as the only two affected taxing entities that are contributing tax increment revenues to the District. Table 5 presents an overview of fiscal impacts to the City and County.

Table 5: Overview of Fiscal Impacts to City and County

	Annual (Stablized Year 20)	Year 0-50 Nominal Total	Year 0-50 Present Value @ 3.0%
City of Carson			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$17,219,617	\$1,054,660,400	\$427,417,900
Estimated Fiscal Expenditures	\$14,193,500	\$879,816,000	\$352,870,800
Estimated Net Fiscal Impact to City	\$3,026,117	\$174,844,400	\$74,547,100
County of Los Angeles			
Estimated Fiscal Revenues (Net of EIFD Contribution)	\$29,958,550	\$1,728,056,400	\$718,604,900
Estimated Fiscal Expenditures	\$7,568,100	\$471,059,500	\$189,721,600
Estimated Net Fiscal Impact to County	\$22,390,450	\$1,256,996,900	\$528,883,300

It is estimated that, at Year 20 of the District lifetime, the District area will generate an annual net fiscal surplus of \$3.0 million to the City and an annual net fiscal surplus of \$22.4 million the County. Over 50 years, District activity will generate a positive net fiscal impact of approximately \$74.5 million for the City and \$528.9 million for the County on a present-value basis. This is in addition to the Community economic benefits outlined in Section 4 of this IFP (e.g. jobs, housing, remediation of contamination, connectivity, active transportation).

5.8 Developer Reimbursement for Transit Priority Project

The PFA does not intend to finance any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of the District and qualifies for the Transit Priority Project Program, pursuant to Section 65470. To the extent that a developer is willing to fund Transit Priority Project infrastructure expenditures beyond and in advance of said developer's fair share (not contemplated at this time), the PFA may consider and evaluate such reimbursement at the appropriate time.

6.0 Removal of Dwelling Units and Replacement Housing Plan

The PFA does not anticipate that any housing units will be removed as a result of any project identified in this IFP. However, if any relocation of dwelling units is deemed to be required in the future for a project financed by the District, the PFA will comply with the requirements of Government Code Section 53398.56.

7.0 Goals of the District

The goals of the District's implementation of the public facilities outlined in Section 3.2 is to support the City's General Plan, facilitate the cleanup and reuse of former landfill sites serving the larger County region, support implementation of regional connectivity through active transportation, and facilitate the growth of a regional educational institution in CSUDH. The District additionally aims to implement Statewide policy goals of housing supply and sustainable infrastructure investment.

The underlying objectives include economic development in the form of fiscal revenue generation for the City, County, and other taxing entities, job creation, provision of new housing supply at multiple income levels, improvement of quality of life, and promotion of environmental sustainability. The District will be utilized to address critical infrastructure and affordable housing project funding, which are needed to catalyze private sector investment and development.

8.0 Appendices

Appendix A: Map of Boundaries of the Carson EIFD

Appendix B: Legal Description of the Carson EIFD

Appendix C: Projected Tax Increment Revenue Analysis

Appendix D: Fiscal Impact Analysis

Appendix E: General Plan Environmental Impact Report

MEMORANDUM OF AGREEMENT
 BETWEEN
 THE CITY OF CARSON
 AND
 COUNTY OF LOS ANGELES
 FOR
 VICTORIA GOLF COURSE REMEDIATION AND/OR INFRASTRUCTURE
 IMPROVEMENTS COSTS AND COUNTY'S PARTICIPATION IN CARSON
 ENHANCED INFRASTRUCTURE ~~FIANNING~~FINANCING DISTRICT

This Memorandum of Agreement (this "**Agreement**") is made and entered into as of ~~November _____, 2020~~April _____, 2022, between the City of Carson (the "**City**") and the County of Los Angeles (the "**County**") with regard to the parties' respective financial contributions to the remediation and improvement of the Victoria Golf Course and the County's participation in Carson's Enhanced Infrastructure Financing District (the "**Carson EIFD**"). The County and the City may be referred to herein collectively as the "**Parties**" and each individually as a "**Party**".

RECITALS

WHEREAS, the County is the owner of that certain real property comprised of approximately one hundred sixty-seven (167) acres, located at 340 East Martin Luther King Jr. Street, in the City of Carson, and currently improved with an 18-hole public golf course known as the Victoria Golf Course (the "**Golf Course**");

WHEREAS, pursuant to Resolution No. 19-192 adopted by the City Council for the City on December 3, 2019 (the "**EIFD Resolution**"), the City stated its intention to establish the Carson EIFD, the purpose of which will be to provide funding for the improvement of public infrastructure and to promote economic development within the City;

WHEREAS, the proposed boundaries of the Carson EIFD are depicted on **Exhibit A** attached hereto and the Golf Course is located within such boundaries;

WHEREAS, ~~a portion of the County has entered into an amended and restated ground lease for the Golf Course, comprising approximately 80 acres is, or shortly hereafter will be, leased by the County to a non-profit corporation with plans to develop thereon the Carol Kimmelman Athletic and Academic Campus ("CKAAK");~~

~~**WHEREAS**, the County is currently in negotiations with its lessee, Plenitude Holdings, LLC ("**Plenitude**") for a ground lease of, to authorize the remaining development on approximately 87 acres of the Golf Course not leased to CKAAK (the "**Site**"), upon which Plenitude intends to construct of a new commercial development known as "The Creek at Dominguez Hills" and consisting of half a million square feet of improvements including a multi-use indoor sports complex, a retail center, clubhouse, indoor sky-diving facility, enhanced driving range, youth learning center, and various restaurants and auxiliary retail uses ("**The Creek at Dominguez Hills**");~~

WHEREAS, the redevelopment of the Site is in the best interests of the City and the County, The Creek at Dominguez Hills meets the stated objectives of the Carson EIFD as set forth

Style Definition: Heading 2: Indent: Left: 0.5"

Formatted: Indent: First line: 0"

in the Resolution, and the Parties desire to facilitate the redevelopment of the Site by providing financial assistance to the developer of the Site including by way of tax rebates and the allocation of Carson EIFD funds to pay for on-Site infrastructure and remediation costs;

WHEREAS, the City and Plenitude have entered ~~into~~, or shortly hereafter will enter into, a Memorandum of Agreement setting forth various rights, duties and obligations of the City and Plenitude with regard to the construction and subsequent operation of The Creek at Dominguez Hills (the “**Plenitude MOA**”); and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the Parties’ respective funding obligations with regard to the redevelopment of the Site.

II. FUNDING OBLIGATIONS

A. Sales Tax Portion

The City and Plenitude have agreed on terms and will diligently and expeditiously work to enter into an agreement pursuant to which the City and/or a related entity will agree to pay to Plenitude an amount equal to fifty percent (50%) of the City’s share of all sales taxes generated by The Creek at Dominguez Hills subject to all proper findings and audits. The term of the agreement will commence upon the date that any part of The Creek at Dominguez Hills opens for business and starts generating sales taxes, and will continue in effect for a period of thirty (30) years thereafter. The sales tax-based payment will be payable by the City to Plenitude one year in arrears of the date upon which the City receives the sales taxes. All City and/or related entity subsidies for The Creek at Dominguez Hills are subject to the County’s approval of the Resolution of Intent to participate in the Carson EIFD and completion of the Carson EIFD pursuant to the terms hereof, subject to permissible discretion of the City Council and the Board of Supervisors.

Formatted: Indent: Left: 0"

B. Property Tax Portion

For the first thirty (30) years of the term of Plenitude’s amended and restated ground lease of the Site (the “**Ground Lease**”), the County will rebate to Plenitude an amount equal to fifty percent (50%) of the County’s share of incremental possessory interest and incremental property taxes generated by the Site (i.e., excluding taxes collected by the County on behalf of the City and other taxing agencies including special districts, in addition to taxes collected from sub-lessees) assuming Plenitude remains in good standing pursuant to the lease terms with the County. Such rebate will be made by the County to Plenitude one year in arrears of the date upon which the taxes are actually received by the County. Notwithstanding the foregoing, the County will separately contribute to the Carson EIFD (see Section C below).

Formatted

Formatted: Indent: Left: 0"

C. Carson EIFD

- 1. ~~The~~ On November 24, 2020, the County’s Board of Supervisors ~~is concurrently~~

Formatted

Formatted: Indent: Left: 0"

~~considering adopted~~ a Resolution of Intent to contribute to the Carson EIFD, for the duration of the Carson EIFD term, twenty-five percent (25%) of the County's share of all property taxes and possessory interest taxes generated by properties located within the Carson EIFD (i.e., excluding taxes collected by the County on behalf of the City and other taxing agencies), subject to the following terms and conditions: (i) an amount equal to ten million dollars (\$10,000,000) of Carson EIFD property tax increment funds received ("**EIFD Contribution**") will be allocated for the payment of certain on-Site infrastructure and remediation projects for development of ~~that portion of the Golf Course that is not CKA~~~~AK~~~~the Site~~, and a list of such projects will be agreed upon in advance by City and County (collectively, the "**Victoria Golf Course Approved Remediation and Infrastructure Projects**"); (ii) at least twenty percent (20%) of all annual EIFD revenues will be allocated to the development of low and moderate income housing within the City of Carson (the "**Housing EIFD Revenues**"); (iii) after the allocation of the Housing EIFD Revenues, fifty percent (50%) of all annual EIFD revenues will be allocated to the Victoria Golf Course Approved Remediation and Infrastructure Projects up to the amount of the EIFD Contribution; (iv) the sequence in which EIFD revenues are applied annually shall be as follows: (1) Housing EIFD Revenues shall be set aside for low and moderate income housing; (2) all remaining EIFD revenues shall be applied on a 50/50 basis as provided in Subsection (iii) above; (v) payments on the EIFD Contribution shall be contingent on and commence from the receipt by The Creek at Dominguez Hills of the Remedial Action Completion Report by the Department of Toxics and Substance Control and shall be based on eligible costs incurred on the Victoria Golf Course Approved Remediation and Infrastructure Projects; (vi) the Carson EIFD will not include funds to support ongoing operations of oil refinery activities; and (vii) the County and City agree to enter into an agreement describing various obligations should the Ground Lease be terminated or the County enters into an agreement with another developer. If Plenitude pays for the costs of any Victoria Golf Course Approved Remediation and Infrastructure Projects prior to the availability of the EIFD Contribution, then Plenitude will be reimbursed such costs from the EIFD Contribution funds once the Carson EIFD Contribution funds become available, subject to the terms outlined in this Agreement. If The Creek at Dominguez Hills or another vertical development on Site explicitly agreed upon by the City and the County is not substantially completed by December 31, 2032, any funds remaining from the EIFD Contribution shall be remitted back to the EIFD, and the EIFD will be released from any obligation related to the Victoria Golf ~~Course~~~~Course~~ or the County as described herein, and such funds may be expended on projects mutually agreed to by the County and City other than the **Victoria Golf Course Approved Remediation and Infrastructure Projects**.

Formatted: Font: Not Bold

~~32.~~ Nothing in this Agreement obligates the City or County to form the Carson EIFD. The City acknowledges and agrees that the County's participation in the Carson EIFD must be approved by the County's Board of Supervisors before any of the County's property tax revenue may be used by the Carson EIFD, however the adoption of this MOA will be considered by the Board of Supervisors at the same time as a Resolution of Intent to enter into the Carson EIFD.

~~43.~~ County shall use good faith efforts to diligently pursue all processes required by law to effectuate County's intent to participate in the Carson ~~EIFD~~~~EIFD~~ in accordance with Section II.C above. City shall use good faith efforts to enter into a tax sharing agreement with Plenitude, as soon as ~~reasonable~~~~reasonably~~ possible following the date ~~hereof~~~~hereof~~, and to diligently pursue all processes required by law to effectuate City's intent under Section II.A. above.

54. County ~~shall pay an amount no less than \$~~paid \$50,000 toward the formation costs of the Carson EIFD.

III. AMENDMENTS

This Agreement may only be amended by mutual written consent of the City and County. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of the Agreement.

IV. GENERAL PROVISIONS

A. Applicable Law

The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises with respect to this Agreement, the venue shall be in the Superior Court of Los Angeles County. The Parties hereto shall be bound by all federal, state, and local laws, ordinances, regulations, and directives pertaining to the services to ~~be performed~~ hereunder.

B. Rights and Remedies Are Cumulative

Except as otherwise expressly stated herein, the rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party. Except as otherwise expressly stated herein, neither party is waiving any rights or remedies it may have under applicable law, and no such waiver will be implied or inferred in the absences of express language of any such waiver.

C. Attorneys' Fees

Each Party shall bear its own attorneys' fees and other costs in any legal action or other proceeding or an action for declaratory relief brought between the Parties to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement.

D. Further Acts

Each Party shall execute such further documents and do such further acts as may be reasonably required to effectuate the Parties' intent and carry out the terms of this Agreement.

E. Severability

If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

F. Authority

Contingent upon approval of the respective governing bodies, each person executing this Agreement on behalf of a party hereby represents and warrants that (i) the signatory hereto has authority to sign on behalf of the stated party, (ii) such authority has been duly and validly conferred by that party's governing body, and (iii) said entity has full authority to enter into this Agreement.

G. Term

This Agreement shall be effective upon execution by both Parties. It shall remain in full force and effect for the term of the Ground Lease, unless terminated sooner by: (i) the mutual written agreement by the Parties, or (ii) the decision by Plenitude not to proceed with the development of The Creek at Dominguez Hills, or (iii) the County disapproving The Creek at Dominguez Hills.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City of Carson and the County of Los Angeles ~~Department of Parks and Recreation~~ hereto have executed this Agreement effective as of the day, month, and year first written above.

Formatted: Space After: 0 pt

CITY OF CARSON

Formatted: Body Text, Space After: 0 pt

Formatted: Font: Bold

By: _____

Name/Title: ~~Albert C. Robles~~ Lula Davis-Holmes,
Mayor

Date: _____

Formatted: Body Text, Tab stops: Not at 2.75"

ATTEST:

Dr. Khaleah Bradshaw, City Clerk

COUNTY OF LOS ANGELES:

Formatted: Space After: 0 pt

By: _____

Name/Title:

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

Date: _____

Formatted: Space After: 0 pt

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

Formatted: Font: Bold

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

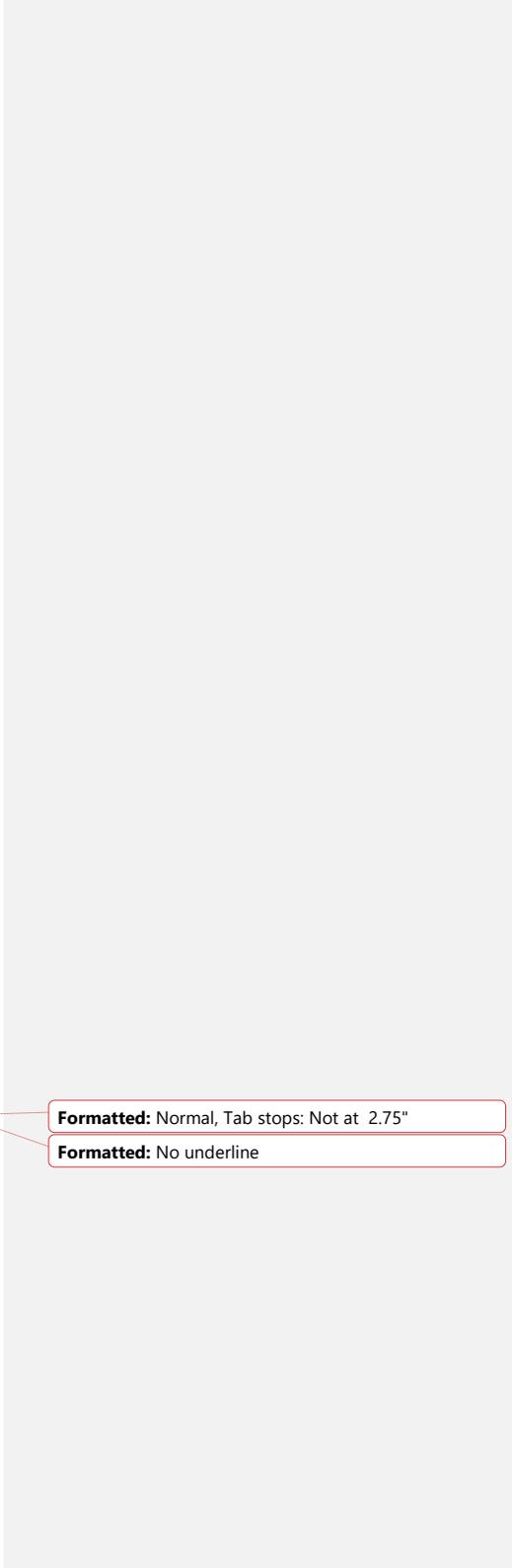
By: _____ Date: _____

City of Carson, City Attorney

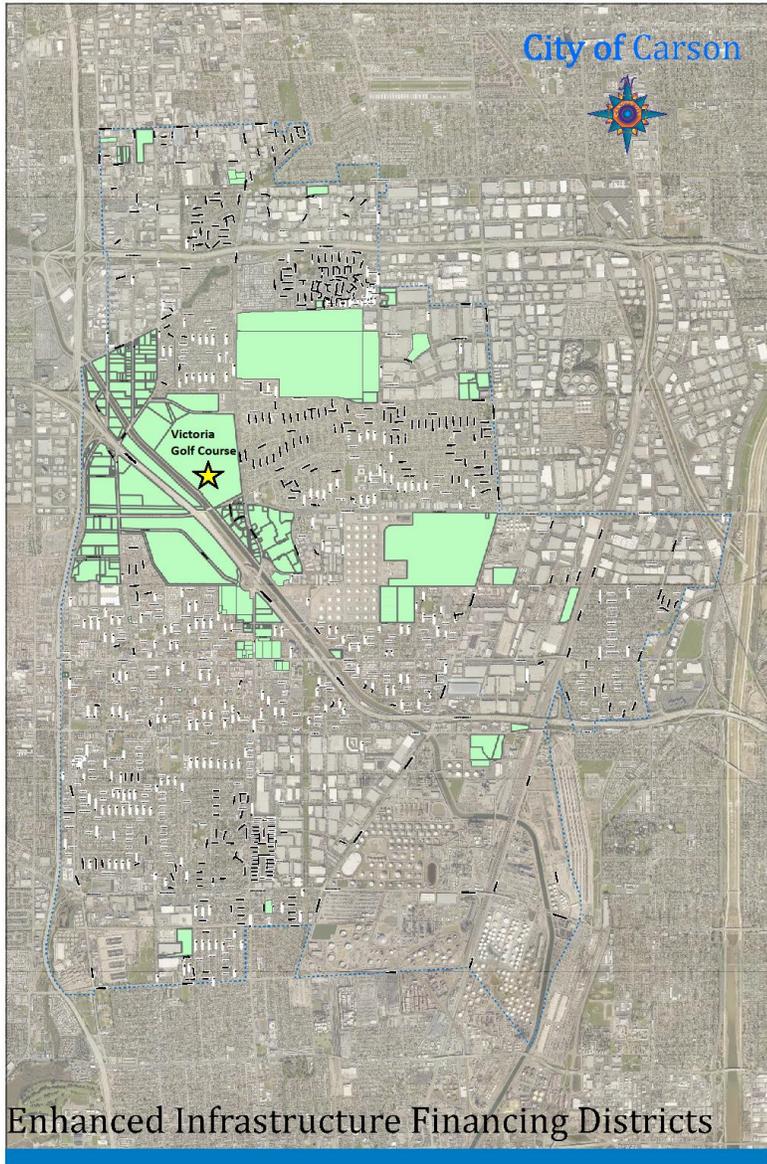
By: _____ Date: _____

Exhibit

EXHIBIT A
Proposed Boundaries of Carson EFD



Formatted: Normal, Tab stops: Not at 2.75"
Formatted: No underline



Formatted

Field Code Changed

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF CARSON
AND
COUNTY OF LOS ANGELES
FOR
VICTORIA GOLF COURSE REMEDIATION AND/OR INFRASTRUCTURE
IMPROVEMENTS COSTS AND COUNTY’S PARTICIPATION IN CARSON
ENHANCED INFRASTRUCTURE FINANCING DISTRICT**

This Memorandum of Agreement (this “**Agreement**”) is made and entered into as of April _____, 2022, between the City of Carson (the “**City**”) and the County of Los Angeles (the “**County**”) with regard to the parties’ respective financial contributions to the remediation and improvement of the Victoria Golf Course and the County’s participation in Carson’s Enhanced Infrastructure Financing District (the “**Carson EIFD**”). The County and the City may be referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

WHEREAS, the County is the owner of that certain real property comprised of approximately one hundred sixty-seven (167) acres, located at 340 East Martin Luther King Jr. Street, in the City of Carson, and currently improved with an 18-hole public golf course known as the Victoria Golf Course (the “**Golf Course**”);

WHEREAS, pursuant to Resolution No. 19-192 adopted by the City Council for the City on December 3, 2019 (the “**EIFD Resolution**”), the City stated its intention to establish the Carson EIFD, the purpose of which will be to provide funding for the improvement of public infrastructure and to promote economic development within the City;

WHEREAS, the proposed boundaries of the Carson EIFD are depicted on **Exhibit A** attached hereto and the Golf Course is located within such boundaries;

WHEREAS, the County has entered into an amended and restated ground lease for the Golf Course with its lessee, Plenitude Holdings, LLC (“**Plenitude**”), to authorize the development on approximately 87 acres (the “**Site**”), of a new commercial development known as “The Creek at Dominguez Hills” consisting of half a million square feet of improvements including a multi-use indoor sports complex, a retail center, clubhouse, indoor sky-diving facility, enhanced driving range, youth learning center, and various restaurants and auxiliary retail uses (“**The Creek at Dominguez Hills**”);

WHEREAS, the redevelopment of the Site is in the best interests of the City and the County, The Creek at Dominguez Hills meets the stated objectives of the Carson EIFD as set forth in the Resolution, and the Parties desire to facilitate the redevelopment of the Site by providing financial assistance to the developer of the Site including by way of tax rebates and the allocation of Carson EIFD funds to pay for on-Site infrastructure and remediation costs;

WHEREAS, the City and Plenitude have entered, or shortly hereafter will enter into, a Memorandum of Agreement setting forth various rights, duties and obligations of the City and

Plenitude with regard to the construction and subsequent operation of The Creek at Dominguez Hills (the “**Plenitude MOA**”); and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the Parties’ respective funding obligations with regard to the redevelopment of the Site.

II. FUNDING OBLIGATIONS

A. Sales Tax Portion

The City and Plenitude have agreed on terms and will diligently and expeditiously work to enter into an agreement pursuant to which the City and/or a related entity will agree to pay to Plenitude an amount equal to fifty percent (50%) of the City’s share of all sales taxes generated by The Creek at Dominguez Hills subject to all proper findings and audits. The term of the agreement will commence upon the date that any part of The Creek at Dominguez Hills opens for business and starts generating sales taxes, and will continue in effect for a period of thirty (30) years thereafter. The sales tax-based payment will be payable by the City to Plenitude one year in arrears of the date upon which the City receives the sales taxes. All City and/or related entity subsidies for The Creek at Dominguez Hills are subject to the County’s approval of the Resolution of Intent to participate in the Carson EIFD and completion of the Carson EIFD pursuant to the terms hereof, subject to permissible discretion of the City Council and the Board of Supervisors.

B. Property Tax Portion

For the first thirty (30) years of the term of Plenitude’s amended and restated ground lease of the Site (the “**Ground Lease**”), the County will rebate to Plenitude an amount equal to fifty percent (50%) of the County’s share of incremental possessory interest and incremental property taxes generated by the Site (i.e., excluding taxes collected by the County on behalf of the City and other taxing agencies including special districts, in addition to taxes collected from sub-lessees) assuming Plenitude remains in good standing pursuant to the lease terms with the County. Such rebate will be made by the County to Plenitude one year in arrears of the date upon which the taxes are actually received by the County. Notwithstanding the foregoing, the County will separately contribute to the Carson EIFD (see Section C below).

C. Carson EIFD

1. On November 24, 2020, the County’s Board of Supervisors adopted a Resolution of Intent to contribute to the Carson EIFD, for the duration of the Carson EIFD term, twenty-five percent (25%) of the County’s share of all property taxes and possessory interest taxes generated by properties located within the Carson EIFD (i.e., excluding taxes collected by the County on behalf of the City and other taxing agencies), subject to the following terms and conditions: (i) an amount equal to ten million dollars (\$10,000,000) of Carson EIFD property tax increment funds received (“**EIFD Contribution**”) will be allocated for the payment of certain on-Site infrastructure

and remediation projects for development of the Site, and a list of such projects will be agreed upon in advance by City and County (collectively, the “**Victoria Golf Course Approved Remediation and Infrastructure Projects**”); (ii) at least twenty percent (20%) of all annual EIFD revenues will be allocated to the development of low and moderate income housing within the City of Carson (the “**Housing EIFD Revenues**”); (iii) after the allocation of the Housing EIFD Revenues, fifty percent (50%) of all annual EIFD revenues will be allocated to the Victoria Golf Course Approved Remediation and Infrastructure Projects up to the amount of the EIFD Contribution; (iv) the sequence in which EIFD revenues are applied annually shall be as follows: (1) Housing EIFD Revenues shall be set aside for low and moderate income housing; (2) all remaining EIFD revenues shall be applied on a 50/50 basis as provided in Subsection (iii) above; (v) payments on the EIFD Contribution shall be contingent on and commence from the receipt by The Creek at Dominguez Hills of the Remedial Action Completion Report by the Department of Toxics and Substance Control and shall be based on eligible costs incurred on the Victoria Golf Course Approved Remediation and Infrastructure Projects; (vi) the Carson EIFD will not include funds to support ongoing operations of oil refinery activities; and (vii) the County and City agree to enter into an agreement describing various obligations should the Ground Lease be terminated or the County enters into an agreement with another developer. If Plenitude pays for the costs of any Victoria Golf Course Approved Remediation and Infrastructure Projects prior to the availability of the EIFD Contribution, then Plenitude will be reimbursed such costs from the EIFD Contribution funds once the Carson EIFD Contribution funds become available, subject to the terms outlined in this Agreement. If The Creek at Dominguez Hills or another vertical development on Site explicitly agreed upon by the City and the County is not substantially completed by December 31, 2032, any funds remaining from the EIFD Contribution shall be remitted back to the EIFD, and the EIFD will be released from any obligation related to the Victoria Golf Course or the County as described herein, and such funds may be expended on projects mutually agreed to by the County and City other than the **Victoria Golf Course Approved Remediation and Infrastructure Projects**.

2. Nothing in this Agreement obligates the City or County to form the Carson EIFD. The City acknowledges and agrees that the County’s participation in the Carson EIFD must be approved by the County’s Board of Supervisors before any of the County’s property tax revenue may be used by the Carson EIFD, however the adoption of this MOA will be considered by the Board of Supervisors at the same time as a Resolution of Intent to enter into the Carson EIFD.

3. County shall use good faith efforts to diligently pursue all processes required by law to effectuate County’s intent to participate in the Carson EIFD in accordance with Section II.C above. City shall use good faith efforts to enter into a tax sharing agreement with Plenitude, as soon as reasonably possible following the date hereof, and to diligently pursue all processes required by law to effectuate City’s intent under Section II.A. above.

4. County paid \$50,000 toward the formation costs of the Carson EIFD.

III. AMENDMENTS

This Agreement may only be amended by mutual written consent of the City and County. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of the Agreement.

IV. GENERAL PROVISIONS

A. Applicable Law

The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises with respect to this Agreement, the venue shall be in the Superior Court of Los Angeles County. The Parties hereto shall be bound by all federal, state, and local laws, ordinances, regulations, and directives pertaining to the services to be performed hereunder.

B. Rights and Remedies Are Cumulative

Except as otherwise expressly stated herein, the rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party. Except as otherwise expressly stated herein, neither party is waiving any rights or remedies it may have under applicable law, and no such waiver will be implied or inferred in the absences of express language of any such waiver.

C. Attorneys' Fees

Each Party shall bear its own attorneys' fees and other costs in any legal action or other proceeding or an action for declaratory relief brought between the Parties to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement.

D. Further Acts

Each Party shall execute such further documents and do such further acts as may be reasonably required to effectuate the Parties' intent and carry out the terms of this Agreement.

E. Severability

If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

F. Authority

Contingent upon approval of the respective governing bodies, each person executing this Agreement on behalf of a party hereby represents and warrants that (i) the signatory hereto has authority to sign on behalf of the stated party, (ii) such authority has been duly and validly conferred by that party's governing body, and (iii) said entity has full authority to enter into this Agreement.

G. Term

This Agreement shall be effective upon execution by both Parties. It shall remain in full force and effect for the term of the Ground Lease, unless terminated sooner by: (i) the mutual

written agreement by the Parties, or (ii) the decision by Plenitude not to proceed with the development of The Creek at Dominguez Hills, or (iii) the County disapproving The Creek at Dominguez Hills.

[SIGNATURE PAGE FOLLOWS]

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the City of Carson and the County of Los Angeles hereto have executed this Agreement effective as of the day, month, and year first written above.

CITY OF CARSON

By: _____
Name/Title: Lula Davis-Holmes, Mayor

Date: _____

ATTEST:

Dr. Khaleah Bradshaw, City Clerk

COUNTY OF LOS ANGELES:

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

Date: _____

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

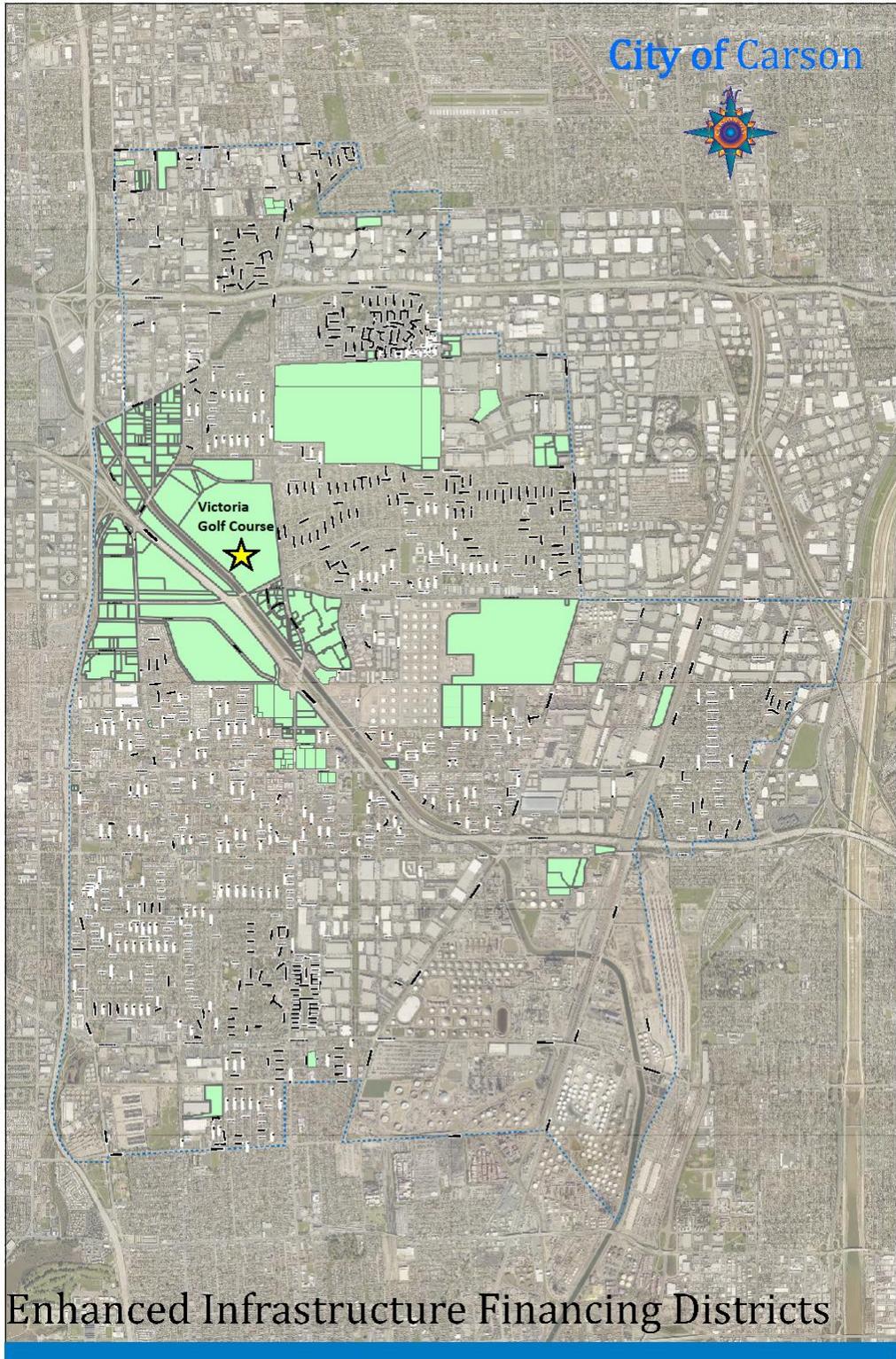
DAWYN R. HARRISON
Acting County Counsel

By: _____ Date: _____

City of Carson, City Attorney

By: _____ Date: _____

EXHIBIT A



MEMORANDUM OF AGREEMENT
(The Creek at Dominguez Hills Project)

This **MEMORANDUM OF AGREEMENT** (“Agreement”) is made and entered into as of December 1, 2020, between the City of Carson, a California charter city (“City”), and Plenitude Holdings, LLC, a Wyoming limited liability company (“Plenitude” or the “Developer”) regarding the design, construction and operation of The Creek at Dominguez Hills Project. The Developer and the City shall also sometimes be referred to herein as the “Parties”. The County of Los Angeles (“County”) hereby acknowledges and approves this Agreement as a third party beneficiary of the terms and conditions herein.

RECITALS

WHEREAS, the County is the owner of the property located at 340 East Martin Luther King Jr. Street, City of Carson known as the Victoria Golf Course, consisting of approximately one hundred sixty seven (167) acres (the “Site”); and

WHEREAS, the Site is located within the City of Carson, and the City is committed to providing its residents with recreational opportunities and services; and

WHEREAS, the Site has been proposed for a comprehensive redevelopment, whereby the Carol Kimmelman Athletic and Academic Campus, Inc., a non-profit entity, (the “Foundation”) proposes to develop approximately eighty (80) acres of the Site, which will include a tennis center, sports fields, and a youth-focused learning center. Separately, on the other half of the Site, encompassing approximately ninety-four (94) acres (“Project Site”), Developer is proposing to construct a major new commercial development consisting of half a million square feet on the Project Site, including a multi-use indoor sports complex, a marketplace, clubhouse, indoor sky-diving facility, enhanced driving range, youth learning center, and various restaurants and auxiliary retail uses as detailed in the DEIR (defined below) (the “Development” or “Project”); and

WHEREAS, the City supports the Development in concept but has concerns regarding the lack of certain critical analysis and environmental imposed that will be imposed on the City in connection with the Draft Environmental Impact Report dated May 2019 (State Clearinghouse No. 2018081078) (“DEIR”), as enumerated in detail in its comment letters to the Initial Study and DEIR for the Development, dated September 27, 2018 and June 26, 2019; and

WHEREAS, the City has further continually asserted its right to be the proper permitting and approval authority over the Development (including as a lead agency under CEQA and as the entitlement issuing body), given the fact that the Project Site is located in the City and the City asserts that the Development will have direct impacts on the City’s public infrastructure, public services, and residents, and further the City asserts that it is in the best position to understand the full scope and scale of the environmental impacts posed by the Development; and

WHEREAS, the Parties have reached agreement on the terms and conditions contained within this Agreement to address the City's concerns; and

WHEREAS, accordingly, subject to the terms and conditions of this Agreement, the City agrees not to challenge the Development and the Final Environmental Impact Report ("FEIR"); and

WHEREAS, the City reserves the right to enforce violations of the Agreement as well as all other violations of applicable law and/or City's code provisions and regulations except as expressly set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to set out the terms and conditions under which the City and Developer agree to cooperatively work together to address the potential impacts of the Project. Notwithstanding anything to the contrary contained in this Agreement, the Parties agree that Plenitude shall be fully responsible and liable to the City for performance of all of the Developer's obligations under this Agreement and the monetary obligations enumerated in this Agreement.

II. DEVELOPMENT

The Development will include and provide for the following:

A. City & Resident Access to Project Development Facilities

1. The City, and its constituent entities, shall have exclusive access to the following facilities for a combined cumulative total of 10 non-peak days per year, upon 60 days prior written notice to Developer from City (designating the specific facility requested by the City and the timeframe for such use). City shall be responsible for the costs associated with such usage or event hosted within the facilities (including damage to facilities (normal wear and tear expected)) but shall not be charged any fee for use of the facilities (including parking fees).

(a) The multi-use indoor sports complex and adjacent outdoor sports field;
and

(b) The clubhouse.

2. City residents who are seniors or students shall be entitled to a 20% discount on all usage fees or charges imposed on or by the Development's various facilities and operators such as zipline adventure course, Skydiving, and enhanced driving range/putting green, except for food, beverage, and merchandise and parking costs.

B. Branding and Wayfinding Programs

1. The Developer will collaboratively with the City to develop and implement a branding program along Avalon Boulevard (“Avalon Blvd”), focused on exemplary athletes, which shall highlight the City as a “partner” for the Development. The Developer shall contribute \$100,000 to the City by the Payment Date (defined below) to fund the finalized improvements and programs, which may include street banners, utility wraps, and civic art. The focus of the program will be around the perimeter of the Site on Avalon Blvd, extending north towards the Dignity Health Sports Park, however, within reason, it may include off-site wayfinding approaches.

2. The City will also be acknowledged on all construction signage for the Project.

C. Infrastructure Investments/Improvements

In addition to the improvements to traffic circulation requirements set forth under the DEIR, the Developer shall complete or cause to be completed the following road improvements at the sole cost and expense of the Developer:

1. The City shall have the right to review, require changes to, and reasonably approve, all improvement plans for such areas prior to commencement. City shall have inspection rights over all improvements to ensure conformance with the City’s generally applicable street plans/standards. Improvements shall include:

(a) Install traffic signals, pedestrian improvements, and other improvements as required by the DEIR Mitigation Measures MM-TRAF 1 through 18, based on the actual / ultimate costs for same; all of which must be installed / completed by the earlier of December 31, 2022 or the date the Temporary Certificate of Occupancy is issued (the “Completion Date”).

(b) Pay for traffic signals and pedestrian improvements at Avalon and Del Amo Blvd., fair share for signals and pedestrian improvements at Avalon at 192nd / MLK Blvd, Avalon/189th/University, Avalon and Elsmere, and Avalon and Turmont (for an estimated total of \$1,017,000). Developer must deposit such amount with the City by June 30, 2021 (the “Payment Date”).

(c) Developer shall be entitled to a DIF credit in the actual amount of the costs for installing / providing for the following improvements (and only the following improvements):

- Main and I-405
- Avalon and Del Amo
- Figueroa and Del Amo

2. Developer shall provide funding for and/or construct gutter and sidewalk

repairs along Avalon Blvd. in the amount of \$96,000 as determined by the City and subject to approval of the City's public works department. The City shall have the right to review, require changes to, and reasonably approve, all improvement plans for such improvements prior to commencement. The City shall have inspection rights over all improvements to ensure conformance with the City's generally applicable street plans/standards. If Developer elects to install such improvements itself, it must complete them by the Completion Date, but if Developer elects to pay the City to install such improvements, such payment must be made by Developer to the City by the Payment Date (for City to have adequate time to complete bidding and construction by the Completion Date).

3. Developer shall provide funding for and/or upgrade 8 light poles along the west side of Avalon Blvd. adjacent to the Project Site in an amount up to \$80,000, which upgrades as determined by the City and subject to approval of the City's public works department. The City shall have the right to review, require changes to, and reasonably approve, all improvement plans for such improvements prior to commencement. The City shall have inspection rights over all improvements to ensure conformance with the City's generally applicable street plans/standards. If Developer elects to install such improvements itself, it must complete them by the Completion Date, but if Developer elects to pay the City to install such improvements, such payment must be made by Developer to the City by the Payment Date (for City to have adequate time to complete bidding and construction by the Completion Date).

4. Improvements to Avalon Blvd adjacent to the Project Site shall include:

(a) Bike lane improvements consistent with the City's Master Plan of Bikeways ("Bike Plan"), including a buffer between the bike lane and roadway, provided that they are limited to painting and do not require road construction/reconstruction. In addition, the Developer shall work with appropriate entities including the County of Los Angeles and the Los Angeles County Flood Control District, using reasonable efforts and after conducting appropriate due diligence, in order for the City to secure an easement or use agreement (which all reasonable efforts will be taken to execute by January 31, 2021) along the southern/western edge of the Property and along Del Amo, as set forth in Exhibit A, attached hereto, to allow for a bike path through the Property. The Developer shall additionally provide a by-pass bike lane within the Project in lieu of building a bridge along the Dominguez Channel.

(b) The Developer will install landscaping on the west side of Avalon Blvd along the entirety of the Project Site within private property and the public right of way. The Developer will meet and consult with the City regarding the proposed landscaping plan prior to installation. Landscaping plans on the west side of Avalon Blvd. which are in the City's right of way are subject to approval by the City prior to implementation.

(c) The Developer understands that the City is studying landscaping and beautification options along the east side of Avalon Blvd. The Developer will meet with the City prior to the commencement of construction of the Development and will work in good faith with the City to collaborate on opportunities and to possibly contribute towards reasonable plans on beautification of the exterior fencing on the east side of Avalon Blvd. which could possibly then be implemented during construction of the Development.

5. The Developer shall prepare improvement plans for all work to be performed in the Avalon Blvd. public right of way consistent with the City's generally applicable street standards and all applicable State and Federal requirements for such improvements. The plans shall be submitted to the City, reviewed, and approved by the City consistent with its general street improvement standards prior to start of construction of improvements in the public right of way. City shall inspect all improvements within the Avalon Blvd. right of way to ensure they are built per the City's general street plans and standards prior to accepting the improvements. The City will commit to review and process all permits in a timely fashion. The City also understands and commits to in good faith and in reasonable time frames to review and approve matters on which the City has the right to prioritize under this Agreement.

D. Municipal Services

1. Fire Services: The Fire Department has worked with the City to propose a \$0.87 cent per square foot "mitigation fee" per square foot of new building area that would apply to construction of new building structures throughout the service area (including the Site). Based on the current proposal's square-footage, the total fee is \$443,265 (based on 509,500 sq. ft.). Thus, the Developer shall contribute the commensurate amount of funding to the City based upon the actual gross square footage of the building structures/areas constructed within the Development. The funds will be used towards construction of a fire station in City of Carson. If the City of Carson does not receive proof of full funding for the construction of the Carson Fire Station by July 1, 2021, the funds will be transferred to the City of Carson, provided that the City shall only use such funds for the construction of the Carson Fire Station, or alternatively the funds shall be transferred to a Consolidated Fire Protection District to be held for the construction of the Carson Fire Station.

2. Sheriff/Public Safety: The Sheriff/Public Safety plan shall be as follows:

a. During construction, the Developer shall institute commercially reasonable security measures to provide for the safety and security of the Development and the surrounding area. Following the opening of the Development for public patronage, the Developer shall provide (either directly or through contracting with a reputable third-party security company) commercially reasonable security for the Development in a manner comparable to such security services as are provided for comparable facilities in Los Angeles County. The Developer shall prepare and present to the County a security operation plan and an evacuation plan for the Development, which shall take into consideration any potential "spill over impacts from the Development" into the City ("Security Plan"). The Developer shall meet with the Los Angeles County Sheriff's Department, including the Captain for the City ("LASD"), the Los Angeles County Fire Department ("Fire Department"), and City representatives to obtain input on the draft Security Plan. Ninety (90) days prior to the opening of the Development for public patronage, the Developer shall submit the Security Plan to the County (with a copy provided to the City), which shall be subject to review and reasonable approval by the LASD (including input from the Sheriff's Captain for the City), and the Fire Department, respectively.

b. All reasonable changes, amendments or recommendations to the Security Plan that are requested or required by LASD (including the Captain for the City) and

the Fire Department shall be implemented by the Developer prior to the opening of the Development for public patronage. The Developer shall, in good faith also consider any recommendations by the City to the Security Plan. The final Security Plan shall address any potential “spill-over impacts from the Development” into the City.

c. For Special Events (as defined in the Ground Lease) requiring additional coverage from LASD for security, traffic control, or additional coverage from the Fire Department for emergency response as set forth in the Security Plan, the Developer shall notify the LASD (including the Captain for the City) and the Fire Department thirty (30) days prior to the commencement of each Special Event. If additional law enforcement officers or Fire Department personnel are required by LASD or the Fire Department pursuant to the Security Plan, the Developer shall reimburse the LASD and the Fire Department within thirty (30) days following receipt of request for payment for such services. The Developer shall pay the cost for extraordinary services incurred due to any major disorders requiring support from LASD and the Fire Department.

d. The County, the Developer, the LASD (including the Captain for the City), the Fire Department and City representatives shall meet annually to discuss the Security Plan. Based on these meetings, if there is a necessity to revise the Security Plan, the Developer shall prepare a revised Security Plan, which shall be subject to reasonable approval by the LASD, including the Captain for the City, and the Fire Department. Further, if the Developer or the County propose any material changes to the Security Plan after its adoption, the LASD, including the Captain for the City, the Fire Department, and City representatives shall be immediately notified by the Developer. The Developer shall discuss in good faith with the City representatives any new terms to the Security Plan and consider the City’s comments. Any proposed amendments after adoption of the Security Plan shall continue addressing any potential “spill-over impacts from the Development” into the City, which shall be subject to review and reasonable approval of LASD (including the Captain for the City) and the Fire Department.

3. Maintenance. All maintenance for the Development and Project Site (including all roads, sidewalks, lights, landscaping, facilities, utilities and infrastructure) will be the Developer’s responsibility, including, without limitation, and subsidence issues caused by the underlying soil conditions of the Site.

E. City DIF and CFD Payments

1. DIF. Developer shall be required to pay the City’s Development Impact Fees (“DIF”) as set forth in Ordinance No. 19-1931 equal to a minimum of \$2,338,605; provided, however, the City recognizes and acknowledges the infrastructure improvements required under the FEIR by Developer for the Project, which Developer is entitled to a credit for (based on the actual costs of such infrastructure). Therefore, subject to the construction or in lieu payment of construction cost of such infrastructure improvements and Developer’s compliance with the mitigation measures and requirements under the FEIR, Developer shall be entitled to a credit to the DIF payments in the maximum amount of \$1,451,527. Therefore, the total amount of DIF due prior to issuance of building permits is \$887,078.

2. CFD. Developer shall be required to pay an annual fee contribution in the

amount of \$160,000 per year to the City as a partial payment of the otherwise required City-Wide Community Facilities District (CFD No. 2018-01) (the “CFD”); provided, however, in the event Developer does not ultimately construct the infrastructure improvements required under the FEIR (including the mitigation measures specified therein), Developer shall be required to pay the full annual payments of \$300,000 required under the CFD. The first such payment shall be made on or before the Completion Date, and thereafter, in annual installments on the anniversary of such date. Any failure of payment by Developer, shall bear interest at a rate of ten percent (10%) per annum commencing on the date of such payment failure until fully paid.

F. Development Permitting

1. In consideration of the agreements, terms and conditions herein, the City agrees that the Development may be permitted directly by the County (except with respect to improvements within the City’s public right-of-way, which shall be subject to the City’s municipal code requirements). Subject to the terms and conditions of this Agreement, City waives any rights the City may have, if any, to act as the permitting or lead agency for the Development.

2. The City shall be entitled to advertise the Development as part of the City’s economic development growth.

3. This Agreement does not alter any obligations the County may have under the California Environmental Quality Act (“CEQA”) or challenges that may be asserted against the FEIR, or any liability resulting from future changes in use of the Site beyond the Development approved under the FEIR that may require future discretionary actions and additional environmental review pursuant to CEQA.

III. CITY APPROVAL

In consideration for the Developer’s commitments, covenants and obligations set forth in this Agreement, the City hereby agrees to: (i) support the Development in all respects; (ii) withdraw in writing its prior comments and questions on the environmental review and approvals for the Development, including those certain letters dated September 27, 2018 and June 26, 2019, respectively, submitted by the City to the County with respect to certain objections to the Development; and (iii) not oppose or challenge in any way the FEIR, or the County’s approval of the Development; (iv) not oppose or challenge in any way any other agencies’ approvals needed for the implementation of the development of the Development.

IV. CONFORMANCE WITH THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE DEVELOPMENT

The Developer will fully implement, comply with, and enforce all of the mitigation measures set forth in the FEIR for the Development. The requirements of this Agreement should be considered additive to and not in place of such mitigation measures. In the event of a conflict in the requirements of the two documents, the more stringent requirement will apply.

V. QUARTERLY COMMUNITY MEETINGS

The Developer shall meet quarterly with City representatives to insure ongoing compliance with the terms set forth in this Agreement, and the City may request the County participate as needed. These meetings shall continue until they are jointly determined to no longer be necessary by the County, City, and the Developer.

As the implementation of the Development occurs, if the Developer or City finds that the terms of this Agreement need any adjustment or revision, the Developer commits to meet and confer in good faith with the City on any proposed changes.

VI. AMENDMENTS

This Agreement may only be amended by mutual consent of the City and Developer. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either Party shall affect or modify any of the terms and conditions of the Agreement.

VII. GENERAL PROVISIONS

A. Applicable Law

The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises with respect to this Agreement, the venue shall be in the Superior Court of Los Angeles County. The Parties hereto shall be bound by all federal, state and local laws, ordinances, regulations, and directives pertaining to the services to be performed hereunder.

B. Notices

Any notices, requests, demands, documents approvals or disapprovals given or sent under this Agreement from one party to another (each a “Notice”, and collectively, the “Notices”) shall be given to the party entitled thereto at its address set forth below or at such other address as such party may provide to the other Parties in writing. Any such Notice may be given (i) by personal delivery which will be deemed received on the day of delivery; (ii) by national overnight delivery service which shall be deemed received the following day; or (ii) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the Notice is directed as set forth below:

To City: City of Carson
701 East Carson St.
Carson, CA 90745
Attention: City Manager

With a Copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attention: Sunny Soltani

To Developer: Plenitude Holdings
 340 E. 192nd St.
 Carson, CA 90745
 Attention: Randy Blanchard

With Copies to: County of Los Angeles
 500 W Temple Street Room 723
 Los Angeles, California 90012
 Attention: David Howard

Shopoff Realty Investments, LP
 2 Park Plaza, Suite 700
 Irvine, CA 92614
 Attention: Brian Rupp and William Shopoff

Gromet & Associates
 114 Pacifica, Suite 250
 Irvine, CA 92618
 Attention: Stevan Gromet

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated herein, the rights and remedies of the Parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party. Except as otherwise expressly stated herein, neither party is waiving any rights or remedies it may have under applicable law, and no such waiver will be implied or inferred in the absences of express language of any such waiver.

D. Attorneys' Fees

Each party shall bear its own attorneys' fees and other costs in any legal action or other proceeding or an action for declaratory relief brought between the Parties to enforce this Agreement or because of a dispute, breach, default, or misrepresentation in connection with this Agreement.

E. Further Acts

Each party hereto shall execute such further documents and do such further acts as may be reasonably required to effectuate the Parties' intent and carry out the terms of this Agreement.

R. Severability

If any clause, provision or section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or section shall not affect any of the remaining provisions.

G. Counterparts

This Agreement may be signed in one or more counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. The signature of any party to this Agreement transmitted to any other party by facsimile or e-mail shall be deemed an original signature of the transmitting party.

H. Authority; Binding Effect; Transfers; Successors & Assigns

The persons executing this Agreement on behalf of a party hereby represents and warrants that (i) the signatory hereto has authority to sign on behalf of the stated party, (ii) such authority has been duly and validly conferred by that party's governing body (or the organizational documents binding on such party), and (iii) said party has full authority to enter into this Agreement, and (iv) by so executing this Agreement said party is formally bound to the provisions of this Agreement. Each and all of the covenants, terms and conditions hereunder shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns, including without limitation, any future owner or operator of the Project. The foregoing sentence shall not be construed as an authorization for any party to assign any right or obligation hereunder. Developer shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the City granted in its sole discretion. This Agreement shall be binding upon and shall inure to the benefit of Developer and the City and their respective heirs, personal representatives, successors and assigns.

I. Indemnity

To the full extent permitted by law, Developer agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of, or failure to perform, the obligations under this Agreement (including its maintenance obligations) by Developer, its officers, employees, agents, subcontractors, or any individual or entity for which Developer is legally liable ("indemnitors"), and in connection therewith: (i) Developer will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith; (ii) Developer will promptly pay any judgment rendered against the Indemnified Parties for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform the obligations of Developer hereunder (including its maintenance obligations), and Developer agrees to save and hold the City, its officers, agents, and employees harmless therefrom; and (iii) in the event any

Indemnified Parties are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the performance of or failure to perform the obligations of Developer hereunder, Developer agrees to pay to the Indemnified Parties, any and all costs and expenses incurred by the Indemnified Parties in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

J. Third Party Beneficiaries

The County, as the owner of the Site, is hereby made an express third party beneficiary of this Agreement and may enforce any violations of this Agreement by Developer independent of any actions taken by City. Other than the County, there are no third party beneficiaries under this Agreement.

K. Term

This Agreement shall be effective upon execution by both Parties. It shall remain in full force and effect for the term of Developer's ground lease with the County for the Project Site (including any successor or assign to Developer's interest thereunder), unless terminated sooner by: (i) the mutual written agreement by the Parties, or (ii) the decision by the Developer not to proceed with the Development, or (iii) the County disapproving the Development.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City and Plenitude have each executed this Agreement effective as of the date first written above, and the County has acknowledged the terms of this Agreement by its signature below.



CITY OF CARSON, a California charter city

By: Lula Davis-Holmes
Name: ~~ALBERT ROBERTS~~ Lula Davis-Holmes
Title: MAYOR

ATTEST:

By: [Signature]
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

By: [Signature]
Sunny K. Soltani, City Attorney

PLENITUDE HOLDINGS, LLC,
a Wyoming limited liability company

By: [Signature]
Name/Title: RANDI BLANCHARD DEVENOR

ACKNOWLEDGMENT AND APPROVAL
BY THE COUNTY WITH RESPECT TO
THE SPECIFIC TERMS APPLICABLE
TO THE COUNTY:

COUNTY OF LOS ANGELES

By: _____

Name/Title:

APPROVED AS TO FORM:

Rodrigo A. Castro-Silva

Acting County Counsel

By: _____

Deputy

EXHIBIT A

EASEMENT DEPICTION FOR BIKE PATH

