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

MONDAY, JUNE 12, 2023 701 E. Carson Street City Hall 11:00 AM

AGENDA

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

Lula Davis-Holmes, Chair (City of Carson)

Caroline Torosis, Vice-Chair (L.A. County)

Jim Dear (City of Carson)

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. There will be two Oral Communication sessions: one for agendized items (comment about items ON the agenda) and the other for non-agendized items (comment about items NOT on the agenda). The Oral Communications portion of the agenda is limited to a duration of one hour unless otherwise approved by the PFA Comment time is normally 3 minutes depending on the number of speakers.

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:

- 1. Email: Public comments can be emailed to inguyen@carsonca.gov. Please identify "Carson EIFD" in your comments. The cut-off time to submit any email communications is 8:00 a.m. on the day of the meeting.
- 2. Written: Hand-written comments be dropped off at the Community Development Department or in the white box located in front of City Hall (701 East Carson Street). Please identify "Carson EIFD" in your comments. The cut-off time to submit any email communications is 8:00 a.m. on the day of the meeting. Written comments dropped off at the Community Development Department or at

the white box or any email received will not be read aloud at PFA Meeting but will be circulated to the PFA and incorporated into the record.

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 Nos. 1 through 4)

Item No. 1 Approval of Administrative Reimbursement Agreement between the City of Carson and the Carson Enhanced Infrastructure Financing District

Recommended Actions:

- 1. APPROVE the Agreement.
- 2. AUTHORIZE the Executive Director to execute the Agreement, following approval as to form by the Authority Counsel.

Item No. 2 Consider Updates and Corrections to the Legal Description to the Carson EIFD Boundary

Recommended Actions:

- 1. RECEIVE, FILE, and RATIFY the updated and corrected legal description to the Carson EIFD boundaries and cover letter from Carson EIFD to the Los Angeles County Assessor.
- 2. RECEIVE, FILE, and RATIFY the letter containing an updated and corrected legal description from the Carson EIFD to the BOE.

Item No. 3 Approval of On-call Contract Services Agreement with Kosmont & Associates, Inc.

Recommended Actions:

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.

- 1. APPROVE the Agreement with Kosmont & Associates Inc to provide on-call EIFD Administration and Financial Services for a total amount not-to-exceed \$15,000 for a one-year term starting July 1, 2023 and ending June 30, 2024.
- 2. Authorize Executive Director to execute the Agreement, following approval as to form by the Authority Counsel.

Item No. 4 Annual Meeting Pursuant to the Carson EIFD Bylaws (No Expiring Terms)

Recommended Action: RECEIVE and FILE

APPROVAL OF MINUTES (Item No. 5)

Item No. 5 Approval of August 1, 2022 Regular Meeting of the Carson EIFD Public Financing Authority Minutes.

Recommended Action: APPROVE the minutes as listed.

PUBLIC HEARING (Item No. 6)

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. 6 Public Hearing of the Public Financing Authority to consider any written and oral comments and consider Resolution No. 23-001 to adopt the Carson EIFD Annual Report for Fiscal Year 2022-2023 ("Annual Report")

Recommended Actions:

- 1. OPEN the public hearing.
- 2. TAKE public testimony.
- 3. CLOSE the public hearing.
- 4. WAIVE further reading and ADOPT Resolution No. 23-001

DISCUSSION (Item Nos. 7 through 8)

Item No. 7 Presentation on Current Development Projects within the Carson EIFD Boundary

Recommended Action: RECEIVE and FILE

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.

Item No. 8

Consider Resolution No. 23-002, A Resolution of the Carson EIFD PFA Adopting the Fiscal Year 2023/24 Budget and Approving Appropriations for the 2023/2024

Recommended Action: WAIVE further reading and ADOPT Resolution No. 23-002.

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) The public may at this time address the members of the PFA on any matters within the jurisdiction of the PFA. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

MEMBERS ORAL COMMUNICATIONS / ITEMS FOR FUTURE AGENDAS

ADJOURNMENT

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

MEETING OF: JUNE 12, 2023

Item No. 1

SUBJECT: APPROVAL OF ADMINISTRATIVE REIMBURSEMENT AGREEMENT

BETWEEN THE CITY OF CARSON AND THE CARSON ENHANCED

INFRASTRUCTURE FINANCING DISTRICT

I. SUMMARY

Since 2017, the City of Carson ("City") initiated efforts to form the Carson EIFD. The initial efforts led by the City include preparing an EIFD feasibility analysis, conducting outreach to potential public partners, and initiating formation efforts. In 2020, the County of Los Angeles ("County") expressed its intent to participate as a taxing entity to the Carson EIFD by adoption of a resolution. The efforts led by the City, and in partnership with the County, has resulted in the successful formation of the Carson EIFD ("District").

The newly formed District aims to support needed public infrastructure, low and moderate income and workforce housing, rehabilitation, and environmental mitigation and remediation of brownfields of properties as described by the adopted Infrastructure Financing Plan ("IFP"). However, the District does not have any personnel, official equipment, or other facilities necessary to conduct its essential operations and to carry out its remediation and project development programs. The City is best positioned to provide assistance to the District in the form of personnel and City services in order for the District to function efficiently and to fulfill the purposes for which it was formed.

Attached for the PFA's approval is the Administrative Reimbursement Agreement ("Agreement") which allows the City to provide certain administrative services to the District provided that the District reimburse the City for such services. If approved by the PFA, this Agreement would subsequently be taken to the City Council for approval.

II. RECOMMENDATION

TAKE the following action:

1. APPROVE the Agreement

III. ALTERNATIVES

TAKE another action the Carson EIFD PFA deems appropriate.

IV. BACKGROUND

None.

V. FISCAL IMPACTS

Although efforts to form the Carson EIFD began in 2017, the staff is proposing to have the

District reimburse the City for direct expenses starting July 1, 2020 (i.e., Fiscal Year 2020-2021) and onward. Costs incurred before July 1, 2020, would be absorbed by the City. The intent is to reimburse the City the formation costs as much as possible under EIFD laws and the adopted bylaws.

At this time, the rough estimate of direct formation costs includes the following some of which may or may not be captured:

- Legal Description Engineering Consultant \$55,000. This is the estimated total cost for legal description services performed by P.A. Arca Engineering to form the Carson EIFD boundaries. This amount does not factor in recent costs to update the legal description to meet LA County Assessor standards.
- **EIFD Consultant** \$75,000. This amount is for work performed by Kosmont & Associates, Inc. preparing the IFP and related exhibits and financial projections, attendance at various meetings, and providing consultation throughout the whole formation process.
- Legal Fees \$165,000 + Validation. This amount is for legal guidance throughout the formation process and include the review and/or preparation of contracts, resolutions, bylaws, and other documents items that may require legal input. As of the time of this writing, the \$165,000 amount does not include the recent validation taken by the District. This amount will be included once confirmed.
- Direct Staff Time \$106,000. This estimate includes the cost of two City staff members (Manager/Project Manager and Administrative Secretary) directly involved with the day-to-day operations of the District at 15% Full Time Equivalent (FTE). Not included in this amount are indirect City staff costs including IT, GIS, accounting, planning, other administrative and executive staff even though these members may to some degree assisted with the Carson EIFD formation efforts.
- Operations (Printing & Noticing) \$18,000. Some direct operation costs such as printing and public noticing are included in this estimate. Overhead costs such as borrowing of equipment, renting of facilities, and more are not included in the formation cost estimate.
- **BOE Filing Fee \$17,000.** The formation of the Carson EIFD required a filing with the State BOE. This amount is for the fee associated with the filing.
- County EIFD Contribution (\$50,000). As part of the Memorandum of Agreement between the City and County, the County contributed \$50,000 towards the formation of the Carson EIFD. This amount is deducted from the total formation costs.

Over a three-year period, the total cost of forming the District (direct expenses only) is approximately \$436,000 (i.e., approximately \$145,333 per year). The County previously contributed \$50,000 towards the formation which reduces the formation costs to \$386,000 or

\$128,667 per year. Prior to any reimbursement to the City, a final accounting of these expenses would be provided to the District at a later time for approval. A budget or budget amendment resolution would also be required as these amounts are not included in the upcoming Fiscal Year 2023-2024 District budget.

VI. EXHIBITS

1. Reimbursement Agreement (pgs. 4-11)

Prepared by: <u>James Nguyen, Special Projects Manager</u>

ADMINISTRATIVE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF CARSON AND THE CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

THIS ADMINISTRATIVE REIMBURSEMENT AGREEMENT ("**Agreement**") is executed this ____ day of June, 2023, by and between the CITY OF CARSON, a California municipal corporation ("**City**"), and CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT, a California financing district ("**District**") (collectively, the "**Parties**").

RECITALS:

WHEREAS, the California Legislature enacted Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with section 53398.50) (the "EIFD Law") authorizing cities and counties to designate enhanced infrastructure financing districts ("EIFD") and authorizing EIFDs to use specified property tax increment revenue generated within their boundaries to finance certain public facilities and projects of communitywide significance that provide significant benefits to the EIFDs or the surrounding community; and

WHEREAS, in enacting the EIFD Law, the California Legislature found and declared that with the dissolution of redevelopment agencies, public benefits will accrue, if local agencies finance certain public facilities and projects authorized under the EIFD Law; and

WHEREAS, the City of Carson ("City"), pursuant to Resolution No. 21-026 adopted on March 16, 2021 ("Resolution of Intent"), declared its intention to form the District and formed the Public Financing Authority of the Carson EIFD as the governing body of the District (the "**PFA**"); and

WHEREAS, the County of Los Angeles (the "**County**") pursuant to a resolution adopted on November 24, 2020, declared its intent to participate as a taxing entity in the District and form the PFA; and

WHEREAS, the City Council of the City and the PFA previously directed the City Manager/Executive Director, other appropriate City staff, Kosmont & Associates Inc., the City's authorized EIFD consultant and the County to prepare the Infrastructure Financing Plan ("IFP") in accordance with Government Code Sections 53398.62 and 53398.63 of the EIFD Law and directed the PFA to provide all required notices and information, and conduct the public hearings regarding the IFP, all in accordance with the EIFD Law, and perform all other duties of the PFA under the EIFD Law, as necessary or desirable from time to time; and

WHEREAS, the PFA board is comprised of two members of the Council, one member of the County Board of Supervisors, or his/her designee, and two members of the public, one of each chosen by the City and the County; and

WHEREAS, following three public hearings and approval of the IFP by the City

and the County, the PFA properly adopted the IFP and formed the District in the form and manner required by law; and;

WHEREAS, the purpose of the District is to assist in the provision of public facilities of communitywide significance that provide significant benefits and promote economic development within the District and City of Carson. The District aims to support needed public infrastructure, low and moderate income and workforce housing, rehabilitation, and environmental mitigation and remediation of brownfields of properties as described by the IFP; and

WHEREAS, the District does not have any personnel, office equipment, or other facilities necessary to conduct its essential operations and to carry out its remediation and project development programs and has requested that City provide such assistance; and

WHEREAS, the City is best positioned to provide assistance to the District in the form of personnel and City services in order for the District to function efficiently and to fulfill the purposes for which it was formed; and

WHEREAS, the City Manager, and the Community Development Director's designated staff act as ex officio officers of the District, to wit, the Executive Director and Assistant Secretary: and

WHEREAS, the City began providing such services on or about July 1, 2020, in order to facilitate the formation of the District and to meet existing and ongoing obligations and other contractual commitments; and

WHEREAS, the Parties desire to memorialize this cooperative arrangement by entering into a written agreement pursuant to which the City shall provide certain administrative services to the District and the District shall reimburse the City for such services in accordance with the terms and conditions herein.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS:

Section A. General Provisions; Purpose

- 1. The Recitals set forth above are true and correct and are hereby incorporated by reference as though fully set forth herein.
- 2. The purpose of this Agreement is to establish a mechanism pursuant to which the District shall reimburse the City for costs incurred and funds advanced by the City to or for the benefit of the District.
- 3. City's authority:

- a. City has sole discretion to select and assign specific City employee or employees and contractors to work on District projects.
- b. City has sole discretion to direct the work, hire and evaluate the performance of the employees and contractors assigned to work on District projects, and retains the right to terminate or replace at any time any such person.
- c. City has sole discretion to determine the amount of compensation paid to employees or contractors assigned to work on District projects.
- d. City, not District, shall pay employees and contractors assigned to work on the District projects from a City account.
- 4. The Executive Director and his or her designee, currently the Community Development Director, are hereby designated as the primary contacts for the District and all District projects and work shall be coordinated with the Executive Director and Community Development Director.
- 5. The City will exercise good faith efforts to cause consultants and other professional services providers retained by City to act in a diligent and expeditious manner in performing work for the District. To the extent that consultants and professionals must work overtime at the premium rates to expedite the process, the District shall pay for such expedited rates. Similarly, if the District requests expedited performance from City, the District shall reimburse the City for any additional expenditures associated with such expedited services, including without limitation, costs of expedited services performed by third party consultants retained by the City for that purpose. To the extent the District hires a Consultant, the City is authorized to administer such agreement.

Section B. Reimbursable City Costs

The City may request reimbursement for, and the District shall reimburse the City, for the following costs (collectively, "City Costs"):

- (a) Any and all administrative costs incurred by the City in furtherance of the establishment, management and operation of the District, and any staff time and overhead costs associated with services provided to the District, including without limitation, planning and architectural review, accounting and financial management, processing of entitlements, and engineering services.
- (b) In addition to the costs outlined in subsection (a) above, to the extent permitted by law, the District shall reimburse the City for costs it has incurred in connection with third-party service providers retained or deployed at District's request, including but not limited to, the following:
 - 1. preparing, reviewing, negotiating, and approving any legal documents in connection with the District or carrying out of the purposes and obligations set

forth in the IFP;

- 2. providing legal services related to the District, including without limitation, litigation and defense services related to any claim filed against the District;
- 3. retaining consultants in connection with the District, including without limitation, financial advisors, environmental consultants, engineers, and planning specialists;
- 4. providing studies, reports, design services and other professional services and documents; and
- 5. any and all other expenses incurred by the City in connection with the District.

Section C. <u>Invoicing and Payments; Accounting</u>

1. Invoices

Each month, City shall furnish to District an original invoice for all City Costs incurred during the preceding month. The invoice shall detail City Costs by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Except as to any charges disputed by the District, the District shall use its best efforts to cause City to be paid within 15 days of receipt of City invoice. In the event any charges or expenses are disputed by the District, the original invoice shall be returned to City for correction and resubmission. Review and payment by District of any invoice provided by the City shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2. Accounting; District's Right to Review City Records

City shall keep an accounting of the City Costs and all payments made by the District to the City. Upon written request, the City shall make available for District's review City records evidencing invoiced City Costs. Upon written request, which shall be reasonable and in accordance with all laws, the City shall make available for County's review City records evidencing invoiced City Costs.

Section D. <u>Effective Date and Term</u>

This Agreement shall be effective as of June 12, 2023 ("Effective Date"), and shall continue in full force and effect until the District has fully satisfied all outstanding reimbursement obligations pursuant to this Agreement, unless earlier terminated by one party providing the non-terminating party a 30-day written notice ("Early Termination"). An Early Termination does not operate as a waiver of the District's obligation to reimburse the City for any City Costs incurred and not yet invoiced as of the time the notice was provided.

Section E. <u>Indemnification</u>

District agrees to indemnify, protect, defend, and hold harmless the City and its

officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof (collectively, "City"), from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City that challenge, or seek to void, set aside, or otherwise modify or annul, the action of, or any approval by, the City for or concerning this Agreement (including, but not limited to, reasonable attorneys' fees and costs) (herein the "Claims and Liabilities") whether such Claims and Liabilities arise under federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. In the event any action for any Claims and Liabilities is brought against the City, upon City's notification to District of the pendency of a claim or suit, District shall make a minimum deposit sufficient to pay all of District's indemnification obligations for the following 90 days, which includes legal costs and fees anticipated to be incurred as reasonably determined by the City. District shall make deposits required under this section within 5 days of the City's written request. At no point during the pendency of such claim or suit, shall the minimum balance of the deposit fall below twenty-five thousand dollars (\$25,000). The obligations of District under this Section shall not apply to any claims, actions, or proceedings arising from the sole negligence or willful misconduct of the City. The obligations for indemnity under this Section E shall begin upon the Effective Date and shall survive termination or expiration of this Agreement.

Section F. Governing Law and Consent to Venue

This Agreement shall be governed exclusively by the provisions hereof and shall be construed and interpreted in accordance with the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. All references to District include all personnel, employees, and agents of District, except as otherwise specified in this Agreement. All references to City include its elected officials, appointed boards and commissions, officers, employees, agents, and volunteers.

Section G. Notices

All notices, demands, invoices, and communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To District: Carson Enhanced Infrastructure Financing District

701 E. Carson St. Carson, CA 90745

Telephone: 310-830-7600 email: droberts@carson.ca.us

Attn.: David Roberts, Executive Director

copy to: Aleshire & Wynder, LLP

18881 Von Karman Ave., Suite 1700

Irvine, CA 92612

Telephone: 949-223-1170

Fax: 949-223-1180

email: aluck@awattorneys.com Attn.: Anita Luck, District Counsel

To City: City of Carson

701 E. Carson St. Carson, CA 90745

Telephone: 310-830-7600 email: droberts@carson.ca.us Attn.: David Roberts, City Manager

copy to: Aleshire & Wynder, LLP

18881 Von Karman Ave., Suite 1700

Irvine, CA 92612

Telephone: 949-223-1170

Fax: 949-223-1180

email: ssoltani@awattorneys.com Attn.: Sunny Soltani, City Attorney

Section H. Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope or intent of any provision of this Agreement.

Section I. Amendments, Changes and Modifications

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Section J. Severability

If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given full force and effect.

Section K. Time is of the Essence

Time is of the essence with respect to this Agreement.

Section L. Counterparts

This Agreement may be signed in counterparts, each of which shall constitute an

original and which collectively shall constitute one instrument.

Section M. Entire Agreement

This Agreement contains the entire agreement between City and District and supersedes any prior oral or written statements or agreements between City and District with respect to the subject matter of this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the day and year written alongside the respective signature lines below.

[SIGNATURES ON FOLLOWING PAGE]

"DISTRICT" CARSON ENHANCED FINANCING DISTRICT	"CITY" CITY OF CARSON
David Roberts, Executive Director	Lula Davis Holmes, Mayor
Executed on:	Executed on:
ATTEST:	ATTEST:
District Secretary	Dr. Khaleah Bradshaw, CMC City Clerk
	APPROVED AS TO FORM:

Sunny Soltani City Attorney

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

MEETING OF: JUNE 12, 2023

Item No. 2

SUBJECT: CONSIDER UPDATES AND CORRECTIONS TO THE LEGAL

DESCRIPTION TO THE CARSON EIFD BOUNDARY

I. SUMMARY

On August 1, 2022, the Carson EIFD PFA adopted Resolution No. 22-005 approving the Infrastructure Financing Plan (IFP), forming the City of Carson Enhanced Infrastructure Financing District (Carson EIFD), authorizing a judicial validation action, and authorizing certain other actions relating thereto.

Subsequent to the PFA's approval of the IFP, staff submitted a filing fee and application of jurisdictional boundary change to the State of California Board of Equalization (BOE) to form the Carson EIFD. The application of jurisdictional boundary change included the legal description of the Carson EIFD boundary and was subsequently reviewed by the Los Angeles County Assessor's office. Earlier this year, the Los Angeles County Assessor's office raised minor issues pertaining to the legal description of several EIFD parcels, including that the description did not exactly match the accompanying exhibits and did not use "metes and bounds" references, and slight encroachment onto adjacent public easements.

Under the authority of Resolution No. 22-005, staff and the Carson EIFD legal description consultant are permitted to submit updated and corrected legal descriptions to the Los Angeles County Assessor's office in order to effectuate the formation of the EIFD. On May 23, a letter containing an updated and corrected legal description was submitted to the Los Angeles County Assessor. The descriptions were reviewed and accepted. The Los Angeles County Assessor's office requested that the Carson EIFD PFA submit the updated and corrected legal description to the BOE to eliminate any possible discrepancies in the records. Accordingly, on June 8, 2023, a letter with an updated and corrected legal description was sent to the BOE (Exhibit No. 1). The letter to the BOE included correspondence between the Carson EIFD and the Los Angeles County Assessor.

II. RECOMMENDATION

TAKE the following actions:

- 1. RECEIVE, FILE, and RATIFY the updated and corrected legal description to the Carson EIFD boundaries and cover letter from Carson EIFD to the Los Angeles County Assessor
- 2. RECEIVE, FILE, and RATIFY the letter containing an updated and corrected legal description from the Carson EIFD to the BOE.

III. ALTERNATIVES

TAKE another action the Carson EIFD PFA deems appropriate.

IV. BACKGROUND

None.

V. EXHIBITS

- 1. Updated and Corrected Legal Description Letter to BOE (pgs. 3-70)
 - a. BOE acknowledgement letter dated September 15, 2022 (pgs. 3-4)
 - b. Letter to Los Angeles County Assessor's Office (May 23, 2023) (pgs. 5-68)
 - c. Acceptance from Los Angeles County Accessor's Office (May 23, 2023) (pgs. 69-70)

Prepared by: <u>James Nguyen, Special Projects Manager</u>

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT (CARSON EIFD)

June 6, 2023

SENT VIA CERTIFIED MAIL AND EMAIL

State of California, Board of Equalization (BOE) | Tax Area Services Section Ric Schwarting, Research Manager (Ricard.Schwarting@boe.ca.gov)
Anna Marie C. Price, Specialist (Anna.Price@boe.ca.gov)
450 N Street, MIC:59, P.O. Box 942879
Sacramento, CA 94279-0059

RE: Updated and Corrected Legal Description to the Carson EIFD boundaries (BOE File No. 2013-018)

To Whom It May Concern,

On September 2, 2022, the City of Carson Enhanced Infrastructure Financing District (Carson EIFD) filed an application of jurisdictional boundary change with your office to form the Carson EIFD (BOE File No. 2013-018).

The application of jurisdictional boundary change included the legal description of the Carson EIFD boundary and was subsequently reviewed by the Los Angeles County Assessor's office. Earlier this year, the Los Angeles County Assessor's office raised minor issues pertaining to the legal description of several EIFD parcels, including that the description did not exactly match accompanying exhibits and did not use "metes and bounds" references, and slight encroachment onto adjacent public easements.

On May 23, 2023, a letter containing an updated and corrected legal description was submitted to the Los Angeles County Assessor's office. The Los Angeles County Assessor's office reviewed and accepted the updated and corrected legal description. To ensure all records are consistent, the Los Angeles County Assessor's office requested that the Carson EIFD submit the updated and corrected legal description to the BOE to eliminate any possible discrepancies in the records. Accordingly, enclosed for the BOE's file is the updated and corrected legal description.

If you have any questions, please feel free to contact James Nguyen, Special Projects Manager, at inguyen@carsonca.gov or (310) 952-1700 ext. 1310.

CARSON EIFD

Saied Naaseh

Director of Community Development

Updated and Corrected Legal Description to the Carson EIFD boundaries BOE File No. 2013-018 Tuesday, June 6, 2023 Page 2 of 2

Enclosures: Exhibit No. 1 – BOE acknowledgement letter dated September 15, 2022

Exhibit No. 2 – Letter to Los Angeles County Assessor's office (May 23, 2023) Exhibit No. 3 – Acceptance from Los Angeles County Assessor's office (May, 23

2023)

cc: David C. Roberts, Jr., Executive Director

John Raymond, Assistant City Manager – Economic Development

James Nguyen, Special Projects Manager

Anita Luck, Authority Counsel

Payam Mostafavi, Assistant Authority Counsel



STATE BOARD OF EQUALIZATION PROPERTY TAX DEPARTMENT

TAX AREA SERVICES SECTION, MIC: 59
450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO CALIFORNIA, 94279-0059
1-916-274-3250, FAX 1-916-285-0130
www.boe.ca.gov
TASS@boe.ca.gov

Dr. Khaleah K. Bradshaw, City Clerk City of Carson 701 E. Carson St. Carson, CA 90745 TED GAINES First District, Sacramento

MALIA M. COHEN Second District, San Francisco

ANTONIO VAZQUEZ, CHAIRMAN
Third District, Santa Monica

MIKE SCHAEFER, VICE CHAIR Fourth District, San Diego

BOE File No.: 2023-018

Received at BOE: 09/02/2022

Date of Acknowledgment: **09/08/2022**Distribution: **1**

BETTY T. YEE State Controller

YVETTE STOWERS
Executive Director

This is to acknowledge receipt of the statement(s) required by Section 54900, et seq., of the Government Code for the action described below. Copies of your documents will be forwarded by us to other agencies. You are required by Section 54902 of the Government Code to file a complete set of documents, except for the processing fee, with the County Assessor and Auditor affected by this action.

Tax rate area boundaries and property tax allocations will become effective for the assesment roll indicated below.

Assessment Roll: 2023/24

County: 19 Los Angeles

District:

Conducting Authority: PUBLIC FINANCING AUTHORITY

Short Title: FORMATION OF CARSON EIFD

Type of Action: **09 District - Formation**

Resolution/Ord. No.: 22-005

LAFCo Res. No.:

Effective Date: **08/01/2022**

Fee: **\$16,850.00**Acreage: **1799.65**

City Boundary Change

Estimated Population: **0** Total assessed value of all property in subject territory: **0**

Ric Schwarting

Ric Schwarting
Research Manager (GIS)
State-Assessed Properties Division
Tax Area Services Section



STATE BOARD OF EQUALIZATION
PROPERTY TAX DEPARTMENT
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0061
1-916-274-3270 • FAX 1-916-285-0132

www.boe.ca.gov

September 15, 2022

TED GAINES First District, Sacramento

MALIA M. COHEN, CHAIR Second District, San Francisco

ANTONIO VAZQUEZ Third District, Santa Monica

MIKE SCHAEFER, VICE CHAIR Fourth District, San Diego

> BETTY T. YEE State Controller

YVETTE M. STOWERS Executive Director

Ms. Arlene Barrera, CPA Los Angeles County Auditor-Controller Kenneth Hahn Hall of Administration 500 West Temple Street, Room 525 Los Angeles, CA 90012-2770

Attn: Ms. Connie Yee

Dear Ms. Barrera:

Pursuant to Section 53398.50 et seq. of the Government Code, the 2022 Board Roll of State-Assessed Property assessed values of non-unitary and tax-rate area specific property located with the boundaries of the Carson Enhanced Infrastructure Financing District are as follows:

Affected Tax Rate Area	Assessed Value
298009	\$0
298015	\$0
298040	\$0
298041	\$0
298042	\$0
298052	\$0
298058	\$0
298059	\$0
298064	\$0
298069	\$0
298071	\$0
298075	\$0
298099	\$0
298104	\$0
298105	\$0
298111	\$0
298112	\$0
298113	\$0
298114	\$0
298123	\$0
298125	\$0
298126	\$0
298127	\$0
298135	\$0
298136	\$1,249,355
298146	\$0
298153	\$0
298154	\$0

298155	\$0
298160	\$0
298162	\$0
298163	\$0
298164	\$0
298173	\$0
298213	\$0
298214	\$0
298215	\$0
298217	\$0
298222	\$0
298226	\$0
298227	\$0
298228	\$0
298230	\$0
298232	\$0
298233	\$0
298264	\$0
298296	\$0
298309	\$0
298310	\$0
298311	\$0
298339	\$0
298345	\$0
298346	\$0
298347	\$0
298360	\$0
298403	\$0
298404	\$0
298409	\$0
298425	\$0
298426	\$0
298437	\$0
298438	\$0
Grand Total Within Project:	\$1,249,355

For your reference, I have included a copy of the affected 2022 Board Roll pages. Please contact me at (916) 274-3301 if you have any questions.

Sincerely,

Jason M. Gbarra

Jason M. Ybarra

Supervising Property Appraiser State-Assessed Properties Division

Item No. 2 BRVRP760

BOARD ROLL OF STATE-ASSESSED PROPERTY PREPARED BY THE CALIFORNIA STATE BOARD OF EQUALIZATION PURSUANT TO CONSTITUTIONAL AND STATUTORY PROVISIONS

FREFARED	BI THE CALIFORNIA STATE BOARD OF EQUALIZA	IIION FUNDUMNI	. 10 00	MSIIIUIIUNAL AND	SIAIUIOKI PROVISIO	OND	3.09	FM
COUNTY LOS ANG	ELES	YEAR	2022	2			Page	325
ž	SEE'S NAME AND IPTION OF PROPERTY		SESSEE IMBER	LAND	IMPROVEMENTS	PERSONAL PROPERTY	TOTAL TANGIBLE PROPERTY	LINE
1 Map 0843 19 (031M Par 57	298-066	843	22,210			22,210	1
2 Map 0843 19 (031M Par 58	298-066	843	20,040			20,040	2
3 Map 0872 19	343A Par 04	298-066	843	178,596			178,596	3
4	Assessee Total		*	1,809,317			1,809,317	4
5 Tax	x Rate Area Total	*	*	1,809,317			1,809,317	5
6 Union Pacifio	c Railroad Company	298-135	843					6
7 Map 0872 19 3	345E Par 15	298-135	843					7
8	Assessee Total		*					8
9 Tax	x Rate Area Total	*	*					9
10 Union Pacifio	c Railroad Company	298-136	843					10
11 Map 0872 19 3	344 Par 05	298-136	843	263,996			263,996	11
12 Map 0872 19 3	345 Par 02	298-136	843	985,359			985,359	12
13	Assessee Total		*	1,249,355			1,249,355	13
14 Tax	x Rate Area Total	*	*	1,249,355			1,249,355	14
15 Union Pacifio	c Railroad Company	299-036	843					15
16 Map 0872 19 (095F Par 29	299-036	843	88,536			88,536	16
17	Assessee Total		*	88,536			88,536	17
18 Ta:	x Rate Area Total	*	*	88,536			88,536	18
19 Union Pacifio	c Railroad Company	299-088	843					19
20 Map 0872 19 (095B Par 18	299-088	843	55,350			55,350	20
21 Map 0872 19 (095L Par 41	299-088	843	276,606			276,606	21
22 Map 0872 19 (095R Par 55	299-088	843	284,229			284,229	22
23	Assessee Total		*	616,185			616,185	23
24 Tax	x Rate Area Total	*	*	616,185			616,185	24

07/19/22

5:09 PM



CITY OF CARSON

May 23, 2023

SENT VIA EMAIL

Los Angeles County Assessor Office Kolotita "Koko" Schuck, Senior GIS Analyst (<u>kfue@assessor.lacounty.gov</u>) Antonio A Vargas, GIS & Mapping Services (<u>AVargas@assessor.lacounty.gov</u>) Flora Bautista, GIS & Mapping Services, (FDBautista@assessor.lacounty.gov)

RE: Updated and Corrected Legal Description to the Carson EIFD boundaries | Carson EIFD Resolution No. 22-005 | BOE File No. 2013-018

To Whom It May Concern,

On September 2, 2022, the City of Carson Enhanced Infrastructure Financing District (Carson EIFD) filed an application of jurisdictional boundary change with the State of California, Board of Equalization (BOE) to form the Carson EIFD (BOE File No. 2013-018). The application of jurisdictional boundary change included the legal description of the Carson EIFD boundary and was subsequently reviewed by your office.

Over the past several weeks, the City of Carson (City) and Carson EIFD have been working with your office on addressing issues pertaining to the legal description of several EIFD parcels. Among the issues were description not exactly matching accompanying exhibits, unclear description that did not use "metes and bounds" references, and other minor discrepancies such as slight encroachment onto adjacent public easements.

Enclosed for your review and final acceptance are the legal description for all EIFD parcels. The description of these parcels was previously reviewed individually by your team. The City and Carson EIFD are now sending your office a consolidated packet of the legal description for your records. To ensure all records are consistent, and as requested by your office, the City of Carson and the Carson EIFD will also be sending the updated and corrected legal description to the BOE to eliminate any possible discrepancies in the records. We are requesting that you provide us with a written confirmation that the enclosed legal description and accompanying exhibits are accepted and the aforementioned issues are considered resolved by your office. Your acceptance note would be included in our letter to the BOE.

If you have any questions, please feel free to contact me at jnguyen@carsonca.gov or (310) 952-1700 ext. 1310.

CITY OF CARSON | CARSON EIFD

James L. Nguyen

James Nguyen Special Projects Manager

Exhibit No. 2

Updated and Corrected Legal Description to the Carson EIFD boundaries Letter to LA County Assessor | EIFD Resolution No. 22-005 | BOE File No. 2013-018 Tuesday, May 23, 2023 Page 2 of 2

Enclosures: Appendix A – Legal Description Map Exhibits

Appendix B – Legal Description of the Carson EIFD

cc: Saied Naaseh, Director of Community Development

Perfecto Arca, P. A. Arca Engineering, Inc. (City of Carson Consultant) Michelle Salazar, P. A. Arca Engineering, Inc. (City of Carson Consultant) John Ruff, P. A. Arca Engineering, Inc. (City of Carson Consultant)

CITY OF CARSON EIFD

EXHIBIT MAP - PAR 1 & 2

CITY OF CARSON ADDRESS(ES): 16200 S. FIGUEROA ST.

380 W. GARDENA BLVD.

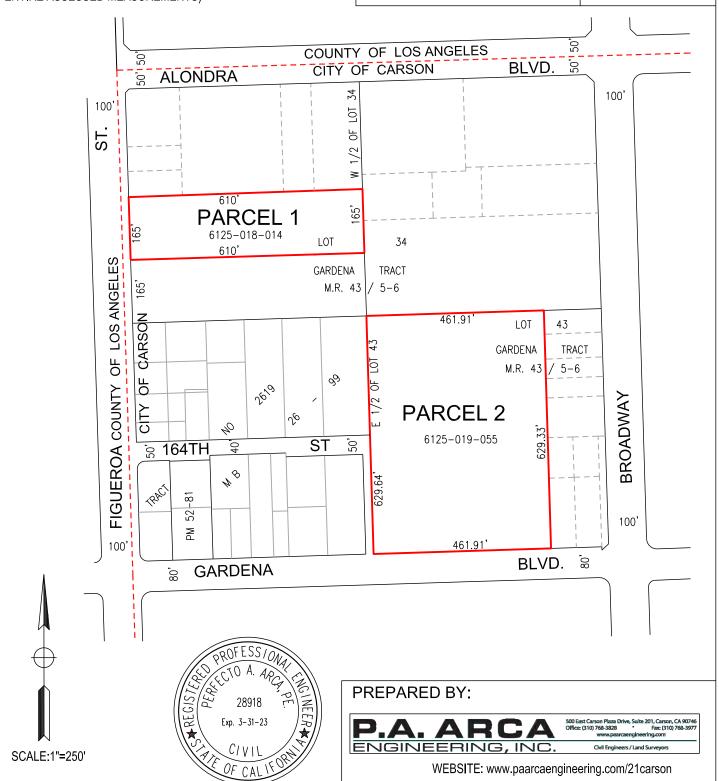
NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR **ENTIRE ASSESSED MEASUREMENTS)**

COUNTY ASSESSOR'S ACRES+/-

PAR 1 6125-018-014 2.31 ac

PAR 2 6125-019-055 6.67 ac **COUNTY BLOCK 0720** & MODULE(S): 02 **COUNTY BLOCK 0620** & MODULE(S): 93

AREA CALCULATION: PAR 1 2.31 ac PAR 2 6.67 ac



CITY OF CARSON EIFD **EXHIBIT MAP - PAR 3** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0720** CITY OF CARSON ADDRESS(ES): & MODULE(S): 6125-017-800 12.42 ac 100 W. ALONDRA BLVD. 04 AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 12.42 ac **ENTIRE ASSESSED MEASUREMENTS) BLVD** COUNTY OF LOS ANGELES S ALONDRA CITY OF CARSON 20, 592 100 100' **GARDENA TRACT** STREET M.R. 52-73 512.03 162ND ST. 6125-017-800 370.15 163RD ST. 390.15 EAST LOT 33 44 LOT 50 BROADWAY MAIN NORTH 100 100' N89°58'21"E 249.01' 80, 276.00 BLVD. **GARDENA** SCALE: 1"=250' 28918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor WEBSITE: www.paarcaengineering.com/21carson

Item No. 2 CITY OF CARSON EIFD **EXHIBIT MAP - PAR 4** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0620** CITY OF CARSON ADDRESS(ES): & MODULE(S): 6126-011-021 2.14± ac 16627 AVALON BLVD. 97 6126-011-023 1.78± ac 6126-011-024 2.88± ac 6.76 ac AREA CALCULATION: 6.76 ac BLVD. Se 80, **GARDENA** 100' TRACT BASSETT M.B. 2-44 311.24 N88°00'45"E 365.43 N87°54'30"E 5 6126-011-021 6126-011-023 BASSETT TRACT PARCEL MAP NO. 2484 M.B. 2-44 P.M.B. 50-63 6126-011-024 80' 583.61 N87°54'30"E SCALE: 1"=200' 28918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor

WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 5** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0621** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7319-001-034 5.79 ac 1055 SANDHILL AVE. 80 NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 5.79 ac ENTIRE ASSESSED MEASUREMENTS) S1 **BILLINGS** CITY OF COMPTON CITY OF CARSON 18 17-28634 SI 400' 200 TR 27307 PARCEL MAP NO. 4350 MB 810/29-33 P.M.B. 49 - 352 7319-001-034 199.92 207.15 141.68 **3 AVENUE** 201.44' N81°07'06"E R = 1732AVE , 49 SANDHILL AVE 64 MONTANERO 64 MARGAY SCALE: 1"=250' 28918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 6** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0620** CITY OF CARSON ADDRESS(ES): & MODULE(S): 6126-004-017 8,210 SF 16920 S BROADWAY ST. 83 NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 8,210 SF ENTIRE ASSESSED MEASUREMENTS) ST. 168TH 100' 9925 9 89 $\dot{\mathbf{m}}$ 89 $\stackrel{\cdot}{\geq}$ 38 \dot{m} 136.16 37 136.18 36 35 100' 34 S AVE. SHERMAN SCALE: 1"=150" 28918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 7** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0621** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7319-038-148 1.40 ac 1000 E VICTORIA ST. 40 AREA CALCULATION: 1.40 ac BLACKBERRY C MACKESON SEDARBLUFF WAY (Private Dwy) 268.36 R=397 61.05 C-TRACT NO. 82395 265.01 M.B. 1426/52-56 SAGEBANK ST I OT 1 7319-038-148 234.10 ST. **VICTORIA** ,88 88, PREPARED BY: Exp. 3-31-23 ARC ENGINEERING, INC SCALE: 1"=100' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 8** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0621** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7319-003-104 2.51 ac 1471 E VICTORIA ST. 43 7319-003-105 3.78 ac 7319-003-106 0.94 ac 7.23 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 7.23 ac **ENTIRE ASSESSED MEASUREMENTS)** DR MAGNOLIA **KONA** CITY OF COMPTON MAGNOLIA CITY OF CARSON 611.30 VARIES MAPLE MULBERRY AND MOTION MOT 7319-003-104 2 AVE. ⁶ 17<u>1.00</u>′ NO. 24971 PARCEL MAP P.M.B. 289/13-14 103' APPLE CT 504.38 221 7319-003-105 COTTONWOOD CENTRAL 3 N1.50'33"W 175 REDWOOD 97319-003-106 212.72' 112' 369.25 212.32' R=21 00 STREET 105 **VICTORIA** 28918 PREPARED BY: Exp. 3-31-23 ARC ENGINEERING, INC. Civil Engineers / Land Surveyor WEBSITE: www.paarcaengineering.com/21carson SCALE: 1"=250'

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 9** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0621** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7319-039-118 6.46 ac 1450 CHARLES WILLARD ST. 24 AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 6.46 ac ENTIRE ASSESSED MEASUREMENTS) 80, ST. CHARLES WILLARD 329.33 80, 180.35 118.76 LOT 18 A A A OHARLES WILLARD ST. N00°29'16"W LOT 19 554.86 **VESTING** PARCEL MAP NO. 21929 Ŕ,M.B. 278/35-40 7319-039-118 401.01 26 LOT LOT 20 L=229.00" BEACHEY ġ LOT 25 PISHOP 80 GLENN CURTISS ST 80 28918 PREPARED BY: Exp. 3-31-23 ARC ENGINEERING, INC Civil Engineers / Land Surveyors SCALE: 1"=300' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 10** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0621** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7319-006-010 5.37 ac 18701 WILMINGTON AVE. 16 7319-006-012 4.57 ac 7319-006-013 0.63 ac 7319-006-022 3.93 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY 7319-006-023 4.16 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 18.66 ac 18.66 ac **ENTIRE ASSESSED MEASUREMENTS)** HARMO ST & 80, GLENN CURTISS ,08 40.55 623.85 435.61 10 396.76 7319-006-022 MAP NO. 19441 .M.B. 217/20-22 7319-006-010 512. 7319-006-013 1 N87°58'48"E 4 14.60 **PARCEL** MAP NO. 15247 PARCEL 448.64 LOT 13 WILMINGTON To. PARCEL MAP NO. 21929-01 P.M.B. 212/54-55 P.M.B. 278/29-34 N2.01'12"W 7319-006-023 7319-006-012 2 3 2 10 0' 377.50 377.60 COMPTON 8 DR. UNIVERSITY 80, CARSON ANDERSON GRANDEE ANDMARK 占 PARK KEMP AVE. AVE. YES YES 28918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC WEBSITE: www.paarcaengineering.com/21carson SCALE: 1"=300'

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 11** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0621** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7319-005-904 81.19 ac 1000 E VICTORIA ST. 20 7319-005-905 1.57 ac 7319-005-906 236.15 ac 7319-039-001 4.97 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY 7319-039-900 32.30 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 356.08 ac 356.08 ac **ENTIRE ASSESSED MEASUREMENTS)** VICTORIA 7319-005-904 RECORD OF SURVEY BOOK 173/38-40 CHARLE WILLAR[7319-005-906 BEACHE 182 CALIFORNIA STATE UNIVERSITY AVALON DOMINGUEZ HILLS LOYOLA UNIVERSITY WORLD GLENN GURTIS! PARCEL MAP NO. 21929-01 P.M.B. 278/29-34 GRAMBL 7319-039 115 HOWARD AVE. 7319-005-905 -001DR 28918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor SCALE: 1"=800' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD

EXHIBIT MAP - PAR 12

CITY OF CARSON ADDRESS(ES):

20915 S WILMINGTON AVENUE 20945 S WILMINGTON AVENUE 1860 E DEL AMO BLVD

NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR ENTIRE ASSESSED MEASUREMENTS) COUNTY ASSESSOR'S ACRES+/-7318-018-008 200.73 ac 7318-018-009 8.60 ac

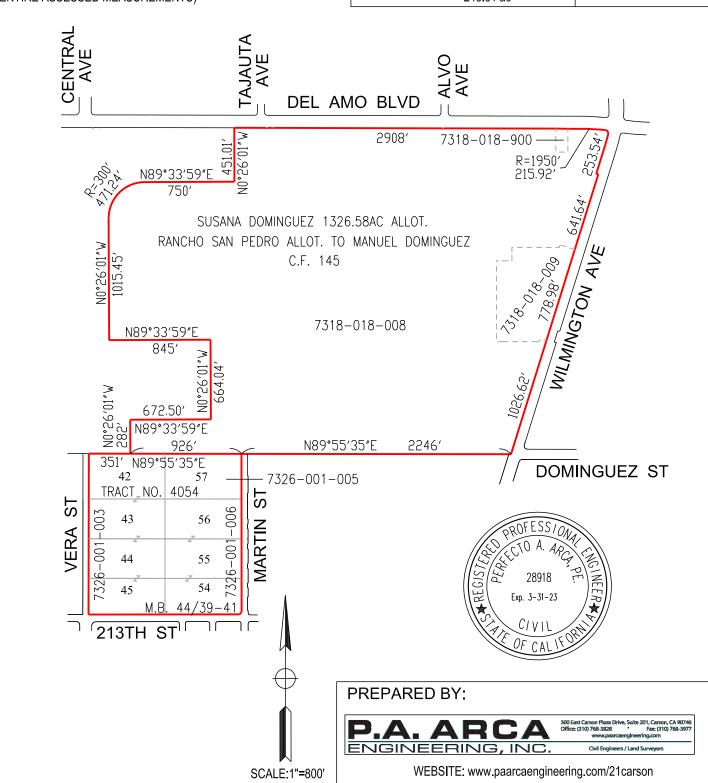
7318-018-900 0.46 ac 7326-001-003 19.53 ac 7326-001-005 5.50 ac 7326-001-006 13.99 ac

248.81 ac

COUNTY BLOCK 0521 & MODULE(S): 23,33,44,45,46,

23,33,44,45,46, 53,54,55,56, 64,65,66

AREA CALCULATION: 248.81 ac



CITY OF CARSON EIFD **EXHIBIT MAP - PAR 13** COUNTY ASSESSOR'S ACRES+/-COUNTY BLOCK 0521 CITY OF CARSON ADDRESS(ES): & MODULE(S): 7318-012-018 12.61 ac 2001 E DOMINGUEZ ST. 47 7318-012-808 0.34 ac 12.95 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 12.95 ac ENTIRE ASSESSED MEASUREMENTS) 962.79 PARCEL MAP NO. 4185 7318-012-808 P.M.B. 52 - 307318-012-018 2 83' 760.34 ST. 84, **DOMINGUEZ** PREPARED BY: Exp. 3-31-23 ENGINEERING, INC SCALE: 1"=250' WEBSITE: www.paarcaengineering.com/21carson

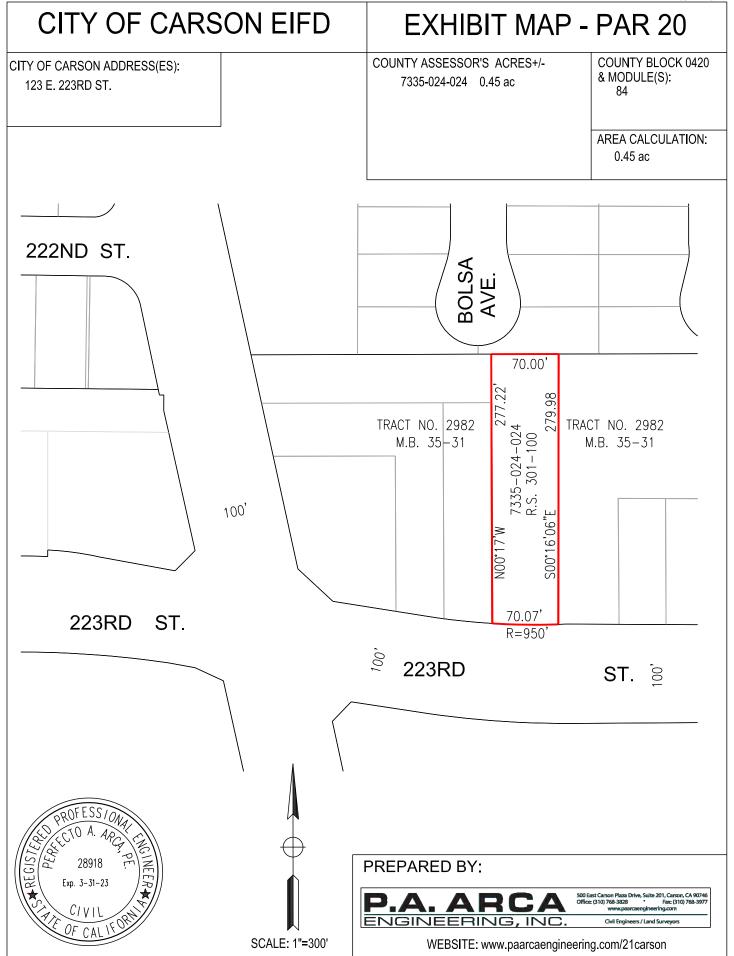
CITY OF CARSON EIFD **EXHIBIT MAP - PAR 14** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0521** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7316-026-037 10.74 ac 2390 E DOMINGUEZ ST. 39 NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 10.74 ac ENTIRE ASSESSED MEASUREMENTS) **DOMINGUEZ** ST. 👸 S89°58'25"W 359.35 **DOMINGUEZ** COLONY TYLER ST. **BLOCK** HARRISON ST. 7316-026-037 RAILROAD VAN BUREN ST. JACKSON ST. L=46.13 90' MONROE ST. 28918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC SCALE: 1"=300' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 15** COUNTY ASSESSOR'S ACRES+/-COUNTY BLOCK 0521 CITY OF CARSON ADDRESS(ES): & MODULE(S): 7327-010-014 2.43 ac 21611 PERRY ST. 11 7327-010-015 0.37 ac 2.80 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 2.80 ac ENTIRE ASSESSED MEASUREMENTS) 215TH PLROSITA 215 TH PL. 60' TRACT NO. 29360 M.B. 734/45-46ົ່**ສ 216TH** ST S S'LY LINE OF N 330' OF LOT 15 7327-010-015 TRACT NO. 4054 M.B. 44/39-41PERRY 7327-010-014 POR. LOT 115 60' ST. **CARSON** PREPARED BY: 28918 Exp. 3-31-23 ENGINEERING, INC SCALE: 1"=150' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 16** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0421** CITY OF CARSON ADDRESS(ES): & MODULE(S): 87 7315-012-900 3.07 ac 2337 E. 223RD ST. AREA CALCULATION: 3.07 ac SAN DIEGO 405 FREEWAY SOUTHERN PACIFIC RAILROAD N84°27'28"W 7315-012-900 DOMINGUEZ COLONY DOMINGUEZ COLONY POR. PARCEL 3 RS 273-093 89.69 336.15 R=2050 219.33 VARIES R=1950 ,08 ST. ² 223RD RAILROAD PREPARED BY: 28918 Exp. 3-31-23ENGINEERING, INC Civil Engineers / Land Surveyor SCALE: 1"=250' WEBSITE: www.paarcaengineering.com/21carson

EXHIBIT MAP - PAR 17,18 CITY OF CARSON EIFD COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0421** CITY OF CARSON ADDRESS(ES): PAR 17 7315-008-049 13.57 ac & MODULE(S): 76 2112 E. 223RD ST. 7315-008-022 5.38 ac 7315-007-013 5.54 ac 24.49 ac AREA CALCULATION: PAR 18 7315-008-051 3.58 ac PAR 17 24.49 ac 7315-008-054 0.68 ac PAR 18 4.26 ac 4.26 ac 223RD ST. -N00°14'35"W 50 **PARCEL** 17 78.26 R=142.00' 67, L=45.16 7315-007-013 881 7315-008-049 R=198.00' PARCEL MAP NO. 1363 L=63.05' P.M.B. 31-13 N00°15'59"W 330.00 3 PARCEL MAP NO. 61063 P.M.B. 355 /81 - 837315-008-022 R=104.00' L=63.14R=161.50' L=97.99 398.11 ACRE TRACT ALLOTTED TO N00°14'35"W 50 ANA JOSEFA DOMINGUEZ DE GUYER 78.26 N89°53'23"E 446.00 N89'53'23"E 724.50' PARCEL MAP NO. 3331 7315-008-054 S00°06'37"E 65.00'-465.17 S13'23'07"W S89°53'23"W 45.00'-P.M.B. 45-48 S00°06¹37"E 160.00'-PARCEL 18 **PARCEL** 7315-008-051 S00°06'37"E 92.85' S89°53'23"W 679.50 SCALE: 1"=300' 28918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyors WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 19** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7335-003-005 0.41 ac 21915 DOLORES ST. 05 NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 0.41 ac ENTIRE ASSESSED MEASUREMENTS) ST. 219TH 40, 65' LOT 41 178 <u>.</u> 7335-003-005 50' 178 S **JOLORE** 55' 220TH ST. 55, 50, 28918 PREPARED BY: Exp. 3-31-23 ARC ENGINEERING, INC Civil Engineers / Land Surveyor SCALE: 1"=300' WEBSITE: www.paarcaengineering.com/21carson



CITY OF CARSON EIFD

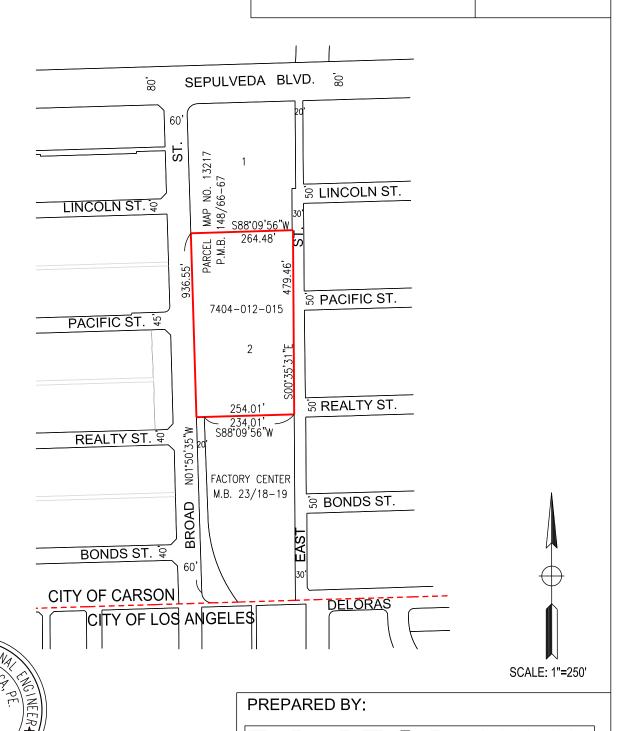
EXHIBIT MAP - PAR 21

CITY OF CARSON ADDRESS(ES): 24100 BROAD ST.

Exp. 3-31-23

COUNTY ASSESSOR'S ACRES+/-7404-012-015 2.84 ac COUNTY BLOCK 0420 & MODULE(S): 28

AREA CALCULATION: 2.84 ac



ENGINEERING, INC

WEBSITE: www.paarcaengineering.com/21carson

Civil Engineers / Land Surveyor

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 22** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0420** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7406-044-023 10.45 ac 24700 MAIN ST. 05 AREA CALCULATION: 10.45 ac S89'05'43"W 109.33 574.97 N72.52,36"E 30.00 114.23 100 PARCEL MAP NO. 16013 ST. 172/79-81 P.M.B. 997.90 AVE. 7406-044-023 3 127.14 258' 64.90' ~21.04' 100 320' MAIN 236' 1271.74 ,00 HIGHLAND WAY ≶ GERMAN SETTLEMENT **247TH ST** 90' IN THE RANCHO SAN PEDRO M.B. 11-121 MARBELI VALL PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor SCALE: 1"=300' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD EXHIBIT MAP - PAR 23 & 25 COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0420** CITY OF CARSON ADDRESS(ES): **PAR 23** 7339-009-013 2.43 ac & MODULE(S): 12 18903 ANELO AVE. 7339-009-014 0.18 ac **COUNTY BLOCK 0420** 500 W. 190TH ST. 7339-009-015 1.82 ac & MODULE(S): 22 7339-009-909 1.14 ac 7339-009-910 1.68 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR **PAR 25** PAR 23 7.25 ac 7339-009-016 5.40 ac ENTIRE ASSESSED MEASUREMENTS) 7339-009-017 1.89 ac PAR 25 7.19 ac CITY OF LOS ANGELES 100 FREEWAY S 6 VICTORIA DOMINGUET CHAMPEL 1 PARCEL 25 ,90TH ST. 7339-009-910 R.S. 306-39 7339-009-017 2 HAMILTON AVE. 100' POR. 76 HARBOR GRIFFITH ST. PARCEL 23 POR. 77 TRACT NO. 4671 CITY OF LOS ANGELES 80' 100. M.B. 56/30-31CITY OF CARSON 7339-009-013 7339-009-015 28 POR. 104 FIGUEROA POR. 7339-009-014 10°E 103 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor OF CAL 15 SCALE: 1"=300' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 24** COUNTY BLOCK 0620 COUNTY ASSESSOR'S ACRES+/-CITY OF CARSON ADDRESS(ES): & MODULE(S): 19020 ANELO AVE. 7339-009-003 1.28 ac 02 7339-009-005 2.62 ac 7339-009-006 0.80 ac 4.70 ac NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 4.70 ac ENTIRE ASSESSED MEASUREMENTS) DOMINGUEZ GRIFFITH ST. S CITY OF LOS ANGELES 100. TRACT NO. 4671 CITY OF CARSON M.B. 56/30-31104 POR. 7339-009-006 80 Д, TRACT NO. 4671 M.B. 56/30-317339-009-005 10.3 POR. 7339-009-003 102 POR. 90' **FIGUEROA** 73, PREPARED BY: 28918 Exp. 3-31-23ARC ENGINEERING, INC CIVIL Civil Engineers / Land Surveyor OF CAL SCALE: 1"=250' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD

EXHIBIT MAP - PAR 26

7.52 ac

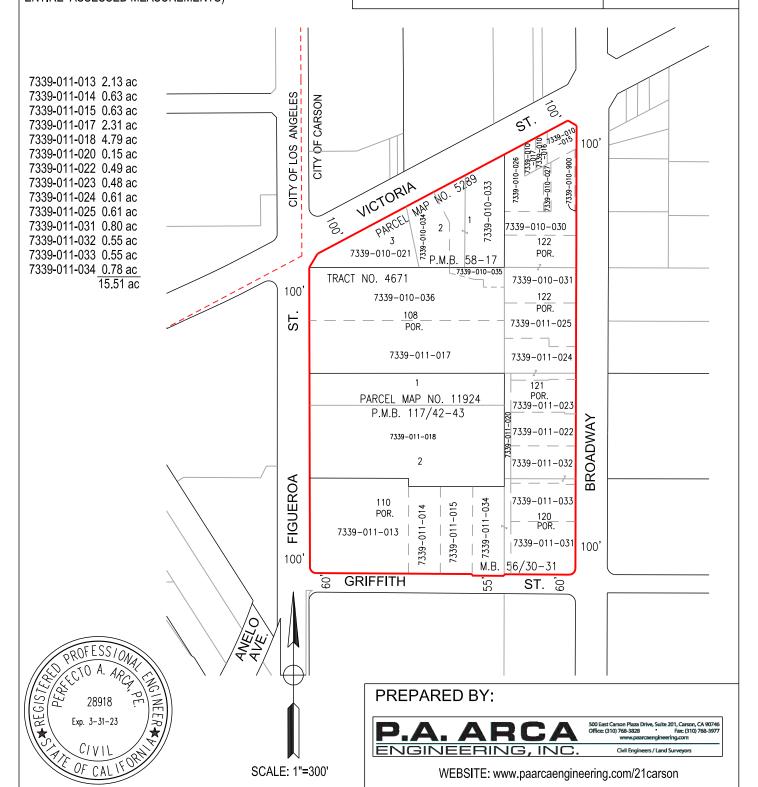
CITY OF CARSON ADDRESS(ES): 18600 FIGUEROA ST.

NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR ENTIRE ASSESSED MEASUREMENTS)

COUNTY ASSESSOR'S ACRES+/-7339-010-015 0.20 ac 7339-010-031 1.08 ac 7339-010-016 0.09 ac 7339-010-033 1.23 ac 7339-010-017 0.09 ac 7339-010-034 0.53 ac 7339-010-021 0.81 ac 7339-010-035 0.17 ac 7339-010-026 0.42 ac 7339-010-036 2.14 ac 7339-010-027 0.07 ac 7339-010-900 0.01 ac 7339-010-030 0.68 ac

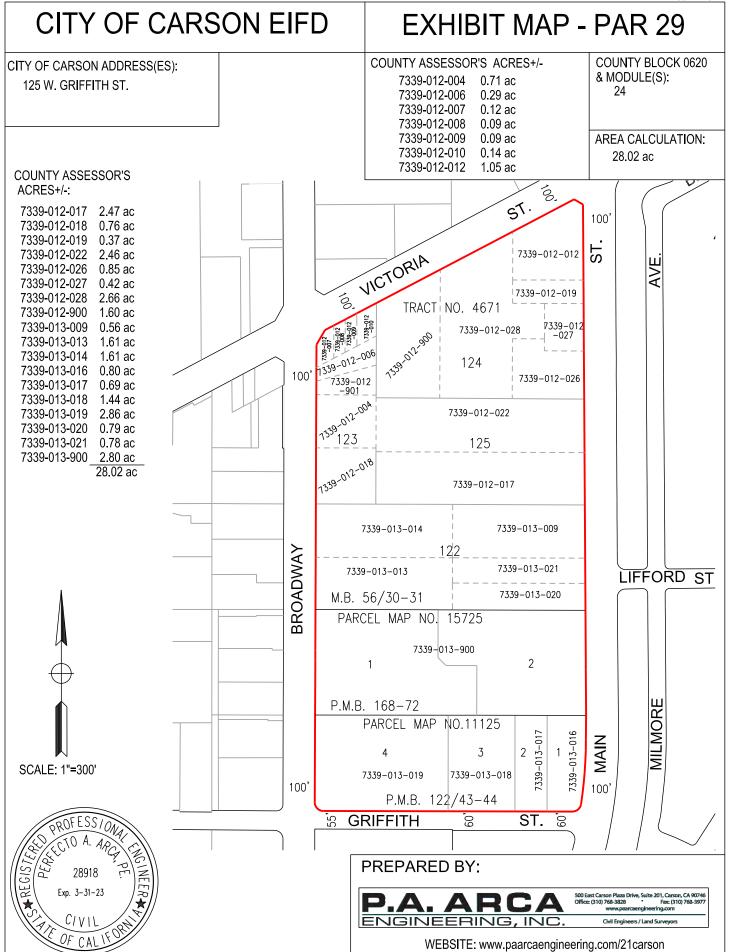
COUNTY BLOCK 0620 & MODULE(S): 23

AREA CALCULATION: 23.03 ac



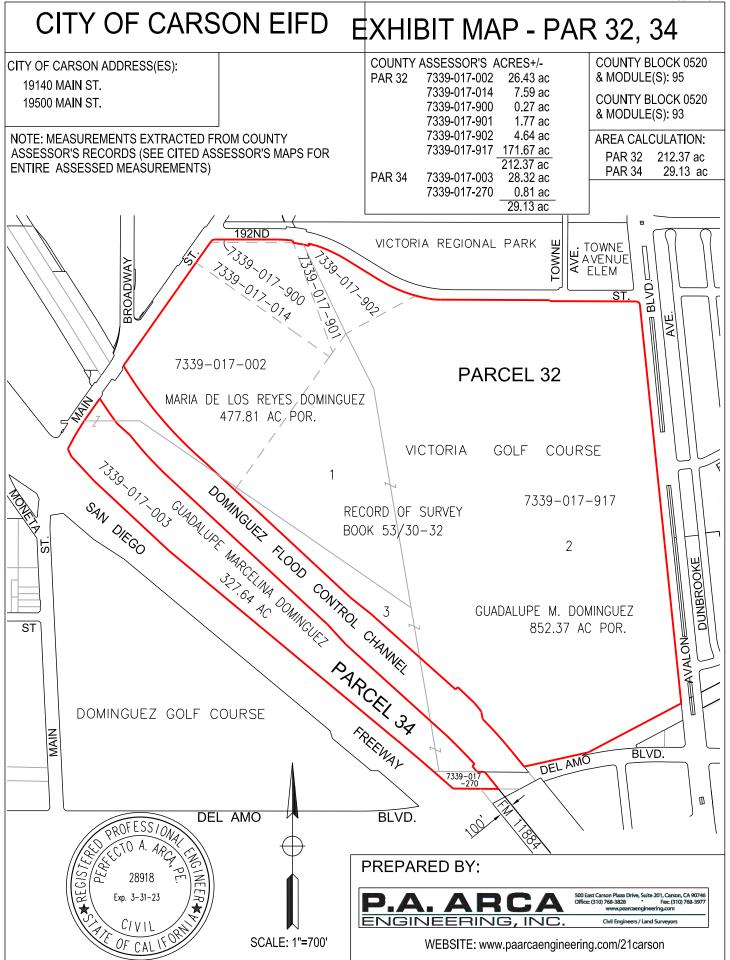
CITY OF CARSON EIFD **EXHIBIT MAP - PAR 27** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0620** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7339-015-903 3.53 ac 450 W. GRIFFITH ST. 03 7339-015-906 8.14 ac 7339-016-007 0.30 ac 7339-016-008 2.40 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY 7339-016-908 3.93 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 18.30 ac 18.30 ac ENTIRE ASSESSED MEASUREMENTS) **GRIFFITH** ST. 8 55, 90' TRACT NO. 4671 100' ANELO ST 7339-015-906 80' 111 119 POR. POR. 118 7339-016-903 POR. 112 POR. BROADWAY DOMMINGUEZ 7339-016-908 **-IGUEROA** 117 POR. 7339-016-008 116 POR. 5 M.B. 56/30-31100' 7339-016 -007 28918 PREPARED BY: Exp. 3-31-23ENGINEERING, INC Civil Engineers / Land Surveyor SCALE: 1"=250' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 28** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0620** CITY OF CARSON ADDRESS(ES): 7339-016-003 1.97 ac & MODULE(S): 19204 S. FIGUEROA ST. 7339-016-004 3.65 ac 02 7339-016-012 1.01 ac 7339-016-013 2.57 ac 7339-016-015 0.37 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY 7339-016-016 0.13 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 9.71 ac 7339-016-900 0.01 ac ENTIRE ASSESSED MEASUREMENTS) 9.71 ac 80 DOMINGUEL 90' S **BROADWAY** CHAMPET 113 POR. 90' 7339-016-003 ST. TRACT NO. 4671 **FIGUEROA** 7339-016-004 114 POR. 105. M.B. 56/30-318₀, 7339-016-013 DWP 115 POR. KNOX ST. 7339-016 016 7339-016-900 99 POR. PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyors OF CAL SCALE: 1"=300' WEBSITE: www.paarcaengineering.com/21carson



CITY OF CARSON EIFD **EXHIBIT MAP - PAR 30** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0620** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7339-014-003 0.19 ac 7339-014-017 4.64 ac 18800 BROADWAY 14 7339-014-005 0.76 ac 7339-014-802 2.03 ac 7339-014-009 3.00 ac 7339-014-900 0.04 ac 7339-014-013 0.56 ac 14.58 ac 7339-014-014 1.28 ac AREA CALCULATION: 7339-014-015 0.16 ac 14.58 ac 7339-014-016 1.92 ac **GRIFFITH** ST. TRACT NO. 4671 PARCEL MAP NO. 15195 100' 100, 7339-014-802 7339-014-009 5 1 POR. LOT 119 P.M.B. 163 - 47 7339-014-013 100, 7339-014-017 POR. LOT 118 90, POR. LOT 117 **BROADWAY** 192ND ST. 7339-014-005 7339-014-016 M.B. 56/30-31100' SCALE: 1"=250' PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 31** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0620** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7338-022-900 20.66 ac 419 E. 192ND ST. 05 NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 20.66 ac ENTIRE ASSESSED MEASUREMENTS) **GRIFFITH ST** BILLINGS AMBLER OWNE 189TH ST. 1882.94 ES RECORD OF SURVEY 53/30-32 R=1040' R=1065 [≅] 192ND © R=1040 **VICTORIA** REGIONAL **PARK** 7338-022-900 R≈960° N89'55'15"W 72, ST. 72, **VICTORIA GOLF COURSE** PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor SCALE: 1"=400' WEBSITE: www.paarcaengineering.com/21carson



CITY OF CARSON EIFD **EXHIBIT MAP - PAR 33** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7339-017-004 0.35 ac 20225 AVALON BLVD. 77 7339-017-005 0.55 ac 0.90 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 0.90 ac ENTIRE ASSESSED MEASUREMENTS) LA CO. FCD 150 7339-017-005 150' 7339-017-004 N27°47'55"W 200' 124.26 22.88 N88°53'59"W R=2554' SUSANA DOMINGUEZ 108 BLVD. 1326.58 ACRE ALLOT. **DEL AMO** 150' 64 CARSON PLAZA DR. PREPARED BY: Exp. 3-31-23ENGINEERING, INC Civil Engineers / Land Surveyor SCALE: 1"=150' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD

EXHIBIT MAP - PAR 35,36,37

CITY OF CARSON ADDRESS(ES): 19603 FIGUEROA ST. 1223 S MAIN ST.

19646 FIGUEROA ST.

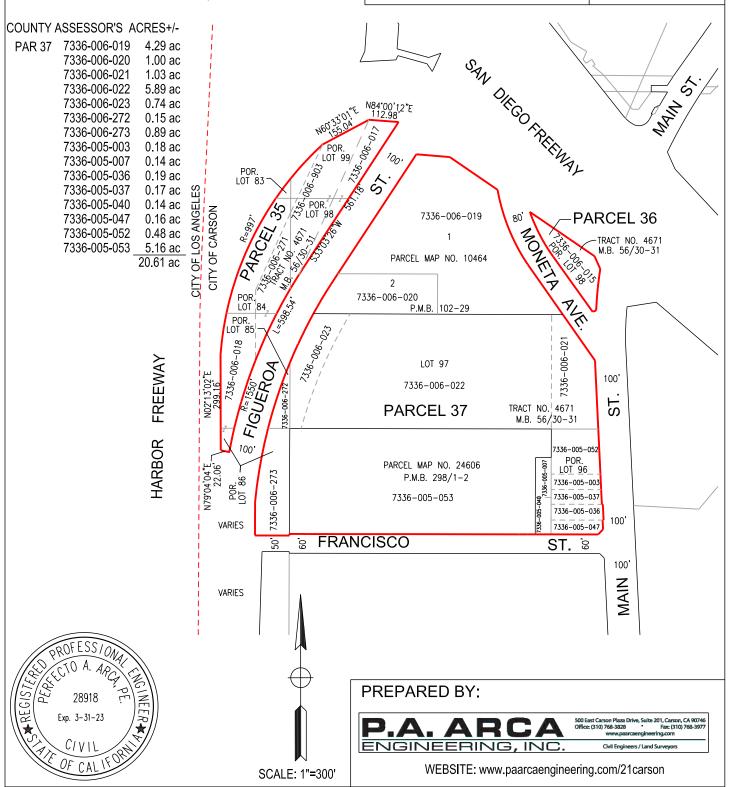
NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR ENTIRE ASSESSED MEASUREMENTS)

COUNTY ASSESSOR'S ACRES+/-PAR 35 7336-006-017 0.61 ac 7336-006-018 0.63 ac 7336-006-271 0.50 ac 7336-006-903 1.93 ac

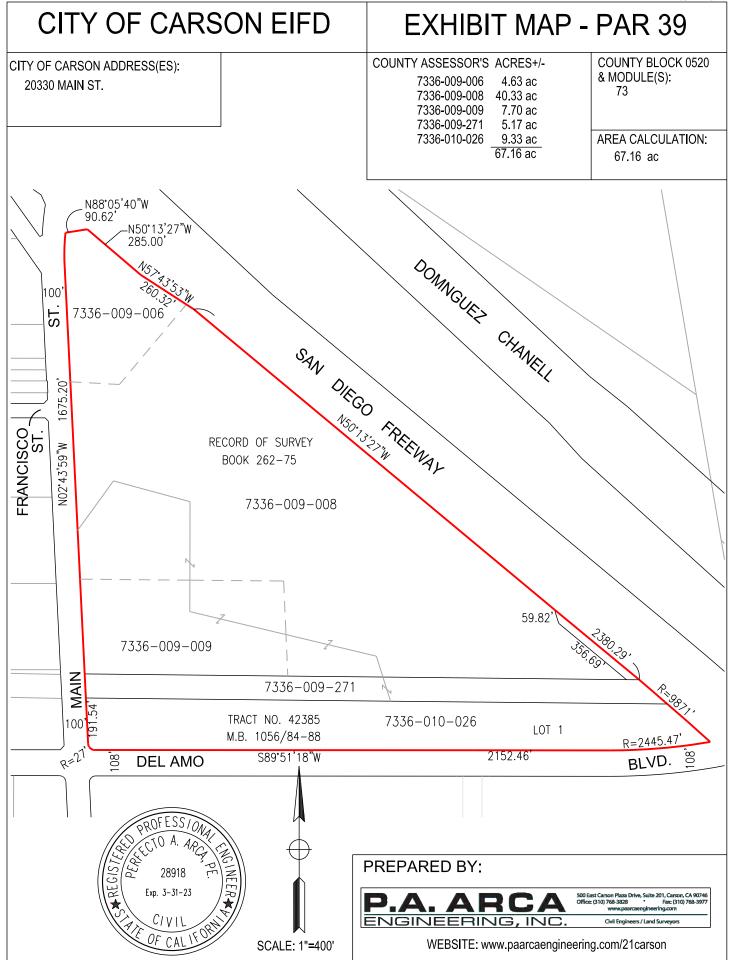
3.67 ac

PAR 36 7336-006-015 0.54 ac **COUNTY BLOCK 0520** & MODULE(S): 81, 92, 82

AREA CALCULATION: 3.67 ac PAR 35 0.54 ac PAR 36 PAR 37 20.61 ac



CITY OF CARSON EIFD **EXHIBIT MAP - PAR 38** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7336-004-010 5.36 ac 20100 FIGUEROA ST. 72 7336-004-015 0.53 ac 7336-004-016 24.65 ac 7336-004-276 2.46 ac 7336-004-277 AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY 2.36 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 35.36 ac 35.36 ac ENTIRE ASSESSED MEASUREMENTS) **FRANCISCO** 50 ST. 8 .09 TRACT NO. 4671 **VARIES** 100' STREET POR. S 95 87 POR. 88 94 FREEWAY 7336-004-016 CITY OF LOS ANGELES CITY OF CARSON HARBOR 93 POR. 89 100' 7336-004-277 MAIN **FIGUEROA** 69 23 7336–004–015 92 7336-004-010 100' M.B. 56/30-31BLVD. **DEL AMO** PREPARED BY: Exp. 3-31-23 ENGINEERING, INC SCALE: 1"=300' WEBSITE: www.paarcaengineering.com/21carson



CITY OF CARSON EIFD **EXHIBIT MAP - PAR 40** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 20501 MAIN ST. 7336-003-028 4.68 ac 7336-003-042 0.90 ac 7336-003-029 5.48 ac 7336-003-043 14.29 ac 7336-003-037 3.08 ac 7336-003-900 2.94 ac AREA CALCULATION: 7336-003-038 2.47 ac 42.43 ac 7336-003-039 4.45 ac 42.43 ac 7336-003-040 2.47 ac BLVD. [™]8 **DEL AMO** PARCEL MAP NO. 6719 100 100 7336-003-040 7336-003-038 S ST. 7336-003-037 7336-003-039 3 4 2 --CITY OF LOS ANGELES CITY OF CARSON P.M.B. 110/24-25 TORRANCE LATERAL LACO FCD 7336-003-900 HARBOR PARCEL MAP NO. 5616 7336-003-043 4 7336-003-041 PARCEL MAP 14194 P.M.B. 152-46 7336-003-029 MAIN 7336-003-028 3 100 2 100 P.M.B. 62-68 BLVD. 80 **TORRANCE** PREPARED BY: Exp. 3-31-23 ENGINEERING, INC SCALE: 1"=300' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 41** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): 7336-002-025 & MODULE(S): 0.12 ac 500 CARSON TOWN CENTER 7336-002-026 0.87 ac 42 7336-002-027 1.65 ac 7336-002-029 0.57 ac 7336-002-030 1.21 ac NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: 7336-002-031 0.41 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 31.82 ac 7336-002-032 0.22 ac ENTIRE ASSESSED MEASUREMENTS) 7336-002-033 11.82 ac 7336-002-034 0.49 ac 7336-002-037 0.70 ac 7336-002-060 0.33 ac 7336-002-061 0.77 ac 7336-002-062 0.73 ac 7336-002-063 2.09 ac 7336-002-070 5.74 ac 7336-002-071 4.10 ac 31.82 ac BLVD. **TORRANCE** CITY OF LOS ANGELES CITY OF CARSON 7336-002 | 7336-002 -031 | -060 7336+002-029 7336-002-061 7336-002-030 Control of the contro TRACT NO. 6378 7336-002-062 HARBOR FREEWAY 7336-002-032 35 7336-002-063 7336-002-025 2|5 24 23 34 7336-002-033 7336-002-070 336-002-037 WEST POR. 33 26 145.81 NORTH 142.54' 7336-002-071 WEST 312.21 M.B. 68/1-2-39.04 WEST 493.33 51.69 FIGUEROA 43.83 797.64 TRACT NO. 53531 M.B. 1269/1-5MAIN 32 28918 PREPARED BY: Exp. 3-31-23ENGINEERING, Civil Engineers / Land Surveyor WEBSITE: www.paarcaengineering.com/21carson SCALE: 1"=350"

Item No. 2 CITY OF CARSON EIFD **EXHIBIT MAP - PAR 42** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7336-010-902 11.25 ac 20400 MAIN ST. 55 7336-010-903 157.29 ac 7336-010-905 146.96 ac 315.50 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 315.50 ac ENTIRE ASSESSED MEASUREMENTS) DEL AMO BLVD. AVALON E BLVD. **DEL AMO** DOMINGUES CHAMAKE PARCEL MAP NO. 70372 7336-010-903 SN OFFO FREE NA LENARDO DR PARCEL 2 GENEVIEVE ST. TORRANCE 7336-010-905 AVE S JAMISON 4 MARGARET SHEARER P.M.B. 377/76-89 DOMINGUE SJAVELIN GRACE AVE. JAVE<u>LIN</u> RBE DOLORES ST **NEPTUNE AV** ST 211TH BOLSA ST BRADRICK DR PREPARED BY: Exp. 3-31-23

ENGINEERING, INC

WEBSITE: www.paarcaengineering.com/21carson

SCALE: 1"=700"

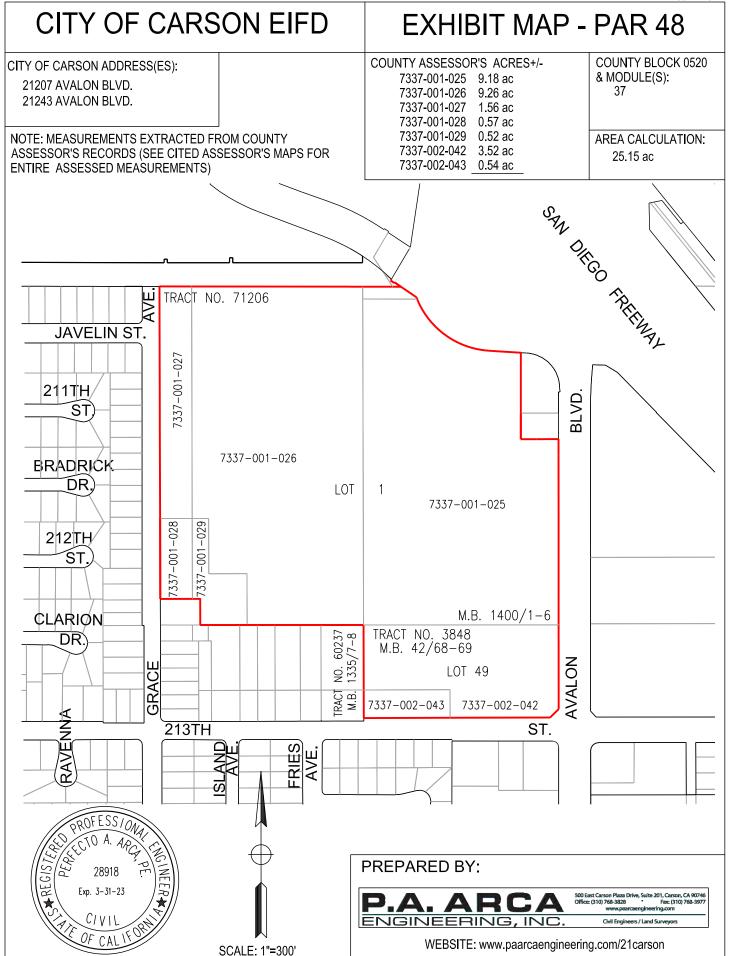
Civil Engineers / Land Surveyor

EXHIBIT MAP - PAR 43 CITY OF CARSON EIFD COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7339-018-001 0.95 ac 500 E. CARSON PLAZA DR. 57 7339-018-002 0.70 ac 7339-018-003 0.60 ac 7339-018-004 0.20 ac NOTE: MEASUREMENTS EXTRACTED FROM COUNTY 7339-018-014 2.63 ac AREA CALCULATION: ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 7339-018-015 2.16 ac 18.52 ac 7339-018-016 0.78 ac ENTIRE ASSESSED MEASUREMENTS) BLVD. DEL AMO BLVD. R=2446 ARSON UNAY, 7339-018-901 LACO FCD \$0. 37,380,080,052 COUNTY ASSESSOR'S ACRES+/-: 7339-018-026 0.28 ac 7339-018-030 1.92 ac 7339-018-030 7339-018-031 0.71 ac 7339-018-032 1.44 ac P.M.B. 49-46 7339-018-036 0.60 ac 100.1.50.12 7339-018-037 0.71 ac OMNGLET CHANKET 7339-018-040 1.12 ac 7339-018-271 0.82 ac 7339-018-901 1.60 ac 7339-018-016 939. PARCEL MAP NO. 3440 7339-018-902 0.71 ac 100' 7339-018-903 0.59 ac SM OKCO TREEMAN 7339-018-014 18.52 ac 7339-018-015 7 P.M.B. 49-45 1339-018-040 \7339-018-003 S39°17°16"E 316.6° 7339-018-002 P.M.B. 38-5 P.M. #5453 N22°57'12"W 252.66 р.м.В. "60-6. DOMINGUEZ **AVALON** OROFESS/ON PREPARED BY: 28918 Exp. 3-31-23 ENGINEERING, INC CIVIL Civil Engineers / Land Surveyors WEBSITE: www.paarcaengineering.com/21carson SCALE: 1"=300'

CITY OF CARSON EIFD EXHIBIT MAP - PAR 44, 45 COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): PAR 44 7339-018-010 0.74 ac 20315 AVALON BLVD. 67 7339-018-021 0.55 ac 20501 AVALON BLVD. 7339-018-022 0.46 ac 7339-018-033 1.69 ac 7339-018-034 0.46 ac NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: 7339-018-035 0.86 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR PAR 44 4.75 ac 4.76 ac PAR 45 2.72 ac ENTIRE ASSESSED MEASUREMENTS) **DEL AMO** BLVD. P.M. NO. 3441 7339-018-022 PR 7339-018-010 D-3414-921 7339-018-035 PWFB 0520-1583 **PARCEL** 44 7339-018-021 $|\cdot|$ COUNTY ASSESSOR'S ACRES+/-7339-018-034 7339-018-033 PLAZA PAR 45 7339-018-017 1.22 ac P.M.B. \49-46 7339-018-027 0.46 ac 7339-018-028 1.04 ac CT 2.72 ac ~0/8/05> PARCEL MAP NO. 5 PARCEL MAP 56-72 2 PARCEL 45 PARCEL MAP NO. 3440 P.M.B. 49-45 7339-018-017 28918 PREPARED BY: Exp. 3-31-23 www.paarcaengineering.com Civil Engineers / Land Surveyors WEBSITE: www.paarcaengineering.com/21carson SCALE: 1"=200'

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 46** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): 7381-024-018 0.91 ac & MODULE(S): 20700 AVALON BLVD. 7381-024-023 2.74 ac 59 7381-024-024 7.87 ac 7381-024-027 11.27 ac 7381-024-028 3.33 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY 7381-024-029 0.75 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 68.81 ac 7381-024-030 0.47 ac ENTIRE ASSESSED MEASUREMENTS) **DEL AMO** 7381-024 -018 7381-024 -0<u>4</u>0 BLVD. PARCEL MAP NO. 71684 7381 + 024 - 037 7381-024-031 0.28 ac PM379/83-88 7381-024-032 11.59 ac CARSON PLAZA DR 5 7381-024-033 0.13 ac 7381-024-038 7381-024-034 0.25 ac 1 7381-024-036 12.99 ac 7381-024-037 3.98 ac 7381-024-039 7381-024-038 10.38 ac PARCEL MAP NO. 2328 7381-024-039 0.76 ac P.M.B. 37/4-62 7381-024-040 0.71 ac 68.61 ac -1381-024-033 7381-024-036 7381-024-032 DOVLEN ы 7381-024-034 PARCEL MAP NO. 062572 P.M.B. 351-94-100 7381-024-027 20 AVALL 2 OOMNGUEL CHANKE 7381-024-029 3 7381-024-030 5 7381-024-024 PARCEL MAP NO. 060509 P.M.B. 328/87-94 ST. PREPARED BY: 28918 Exp. 3-31-23 ARC ENGINEERING, INC CIVII Civil Engineers / Land Surveyors OF CAL WEBSITE: www.paarcaengineering.com/21carson SCALE: 1"=400'

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 47** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): 7381-025-071 4.92 ac & MODULE(S): 888 E DOMINGUEZ ST. 49 NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 4.92 ac ENTIRE ASSESSED MEASUREMENTS) DOMINGUEZ BLVD. ST. ST 5 PARCEL MAP NO. 2540 BONITA DOMNGUE 11 6 8 Oho 7381-025-071 10 9 P.M.B. 38-6 CHANKE PREPARED BY: 28918 Exp. 3-31-23 ARC ENGINEERING, INC Civil Engineers / Land Surveyor WEBSITE: www.paarcaengineering.com/21carson SCALE: 1"=250'



CITY OF CARSON EIFD **EXHIBIT MAP - PAR 49** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): 7337-003-012 4.78 ac & MODULE(S): 21212 AVALON BLVD. 7337-003-013 2.91 ac 38 7337-003-014 6.39 ac 14.08 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 14.08 ac ENTIRE ASSESSED MEASUREMENTS) SAN DIEGO TARRINAN BLVD. 7337-003-012 PARCEL MAP NO. 4268 7337-003-013 2 7337-003-014 P.M.B. 53-29 213 TH ST. AVE. AVE.) AVALON **SARSTON** PREPARED BY: 28918 Exp. 3-31-23 P.A. ARC ENGINEERING, INC Civil Engineers / Land Surveyors SCALE: 1"=250' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 50** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): 7337-008-026 1.11 ac & MODULE(S): 640 E. 213TH ST. 7337-008-029 0.40 ac 27 7337-008-030 0.48 ac 7337-008-031 0.27 ac 2.26 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 2.26 ac ENTIRE ASSESSED MEASUREMENTS) 213TH ST. -008 - 031TRACT NO. 28917 7337-008-030 TRACT NO. 3848 **ADOMAR** ST POR. LOT 50 7337-008-026 M.B. 68-69 334.5 LOT 51 DESFORD ST. AVALON M.B. 42/68-69PREPARED BY: Exp. 3-31-23 ENGINEERING, INC SCALE: 1"=150' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD

EXHIBIT MAP - PAR 51

CITY OF CARSON ADDRESS(ES): 717 E. DESFORD ST.

NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR ENTIRE ASSESSED MEASUREMENTS)

COUNTY ASSESSOR'S ACRES+/7337-007-001 0.15 ac 7337-007-023 0.38 ac
7337-007-002 0.34 ac 7337-007-904 4.00 ac
7337-007-006 0.19 ac
7337-007-006 0.15 ac
7337-007-017 0.10 ac

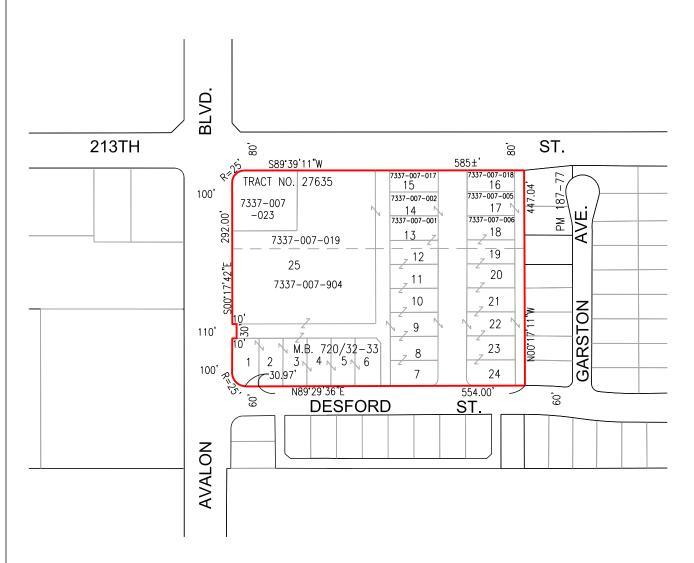
0.10 ac

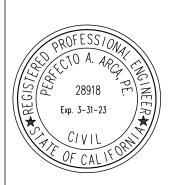
7337-007-018

7337-007-019 0.83 ac

COUNTY BLOCK 0520 & MODULE(S): 28

AREA CALCULATION: 6.24 ac







PREPARED BY:

P.A. ARCA

500 East Carson Plaza Drive, Sulte 201, Carso
Office (310 768-3328) Fac (31
ENGINEERING, INC.

Civil Engineers / Land Surveyors

WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD EXHIBIT MAP - PAR 52 & 53 COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): PAR 52 7337-006-919 0.92 ac 720 E. DESFORD ST. 18 PAR 53 7337-006-921 701 E. CARSON ST. 4.35 ac 7337-006-922 4.82 ac 7337-005-903 4.85 ac NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: 14.02 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR PAR 52 0.92 ac ENTIRE ASSESSED MEASUREMENTS) PAR 53 14.02 ac 214 TH **SHERIFF** NO. STA **3ARST DESFORD** ST. NO. 29846 TRACT PARCEL 52 BLVD. M.B. 727/98-99 7337-006-919 TRACT NO. 4054 TRACT NO. 3848 **PARCEL** 53 LOT 55 LOT 1 LOT 2 DR **CIVIC PLAZA** 7337-005-903 LOT 54 7337-006-922 7337-006-921 M.B. 42/68-69 M.B. 44/39-41 CARSON ST. AVALON ശ 28918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyors WEBSITE: www.paarcaengineering.com/21carson SCALE: 1"=250'

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 54** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 21601 AVALON BLVD. 7337-011-016 0.15 ac 7337-011-049 1.16 ac 17 7337-011-021 1.11 ac 9.96 ac 7337-011-032 1.26 ac 7337-011-037 2.35 ac NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: 7337-011-046 1.51 ac ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 9.96 ac 7337-011-047 1.71 ac ENTIRE ASSESSED MEASUREMENTS) BLVD. DESFORD ST. DESFORD ST, LOT 51 TRACT NO. 3848 7337-011-021 52 LOT 7337-011-037 DOUBLE ST 7337-011-049 LOT 53 7337-011-032 P.M.B.. 292/44-47 M.B. 42/68-69 **AVALON** 7337-011-047 **CARSON** ST. PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor

SCALE: 1"=200'

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CITY OF CARSON EIFD **EXHIBIT MAP - PAR 55** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7332-001-009 0.48 ac 860 E. CARSON ST. 09 7332-001-010 1.83 ac 7332-001-011 2.00 ac 4.31 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 4.31 ac ENTIRE ASSESSED MEASUREMENTS) DR. **CIVIC PLAZA** ST **CARSON** TRACT NO. 4546 LOT BLVD. 1 ST. 7332-001-009 TRACT NO. 2982 CARNEGIE M.B. 35-317332-001-010 7332-001-011 MIDDLE SCHOOL **AVALON** LOT 2 BONITA M.B. 50/21-2228918 PREPARED BY: Exp. 3-31-23 ENGINEERING, INC Civil Engineers / Land Surveyor

SCALE: 1"=250'

WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 56** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7334-002-007 0.24 ac 21250 MAIN ST. 23 7334-002-008 0.27 ac 0.51 ac NOTE: MEASUREMENTS EXTRACTED FROM COUNTY AREA CALCULATION: ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 0.51 ac ENTIRE ASSESSED MEASUREMENTS) ST **CLARION** DR. 6 7334-002-007 7334-002-008 9 10 8 165/30-31 M.B. 山 213TH ST. 28918 PREPARED BY: Exp. 3-31-23 ARC ENGINEERING, INC Civil Engineers / Land Surveyor SCALE: 1"=100' WEBSITE: www.paarcaengineering.com/21carson

CITY OF CARSON EIFD **EXHIBIT MAP - PAR 57** COUNTY ASSESSOR'S ACRES+/-**COUNTY BLOCK 0520** CITY OF CARSON ADDRESS(ES): & MODULE(S): 7343-020-009 0.45 ac 21811 FIGUEROA ST. 01 7343-020-010 0.32 ac 0.77 ac AREA CALCULATION: NOTE: MEASUREMENTS EXTRACTED FROM COUNTY ASSESSOR'S RECORDS (SEE CITED ASSESSOR'S MAPS FOR 0.77 ac ENTIRE ASSESSED MEASUREMENTS) COUNTY OF LOS ANGELES CITY OF CARSON **CARSON** ST. TRACT NO. 3612 LOT 40 ST. 165 7343-020 -010 〈O› 218TH ST **FIGUEROA** LOT 48 219TH ST. $\mathcal{C}_{\mathcal{J}}$ 101 M.B. 40/5-6PREPARED BY: Exp. 3-31-23ENGINEERING, INC Civil Engineers / Land Surveyor SCALE: 1"=200' WEBSITE: www.paarcaengineering.com/21carson

APPENDIX B

LEGAL DESCRIPTION OF THE CARSON EIFD

THOSE PARCELS IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL 1 - THE WEST ONE-HALF OF LOT 34 OF GARDENA TRACT, AS PER MAP RECORDED IN BOOK 43, PAGE 5 OF MISCELLANEOUS RECORDS. EXCEPT THE NORTH 330 FEET THEREOF. ALSO EXCEPT THE SOUTH 165 FEET THEREOF. ALSO EXCEPT THE WEST 50 FEET THEREOF RESERVED FOR WHAT IS NOW FIGUEROA STREET.

PARCEL 2 - THE WEST 461.91 FEET, MORE OR LESS, OF THE EAST ONE-HALF OF LOT 43 OF THE GARDENA TRACT, AS PER MAP RECORDED IN BOOK 43, PAGE 5 OF MISCELLANEOUS RECORDS. EXCEPT THE SOUTH FORTY FEET DEDICATED FOR STREET PURPOSES PRESENTLY KNOWN AS THE NORTH HALF OF GARDENA BOULEVARD.

PARCEL 3 - THOSE PORTIONS OF LOTS 33 AND 44 OF THE GARDENA TRACT, AS PER MAP RECORDED IN BOOK 52, PAGE 73 OF MISCELLANEOUS RECORDS LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINES: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 44 WITH THE EASTERLY LINE OF BROADWAY, 100 FEET WIDE; THENCE NORTH 89°58′21″ EAST 276.00 FEET ALONG SAID SOUTHERLY LINE TO A POINT; THENCE NORTH 698.50 FEET; THENCE EAST 390.15 FEET TO THE EASTERLY LINE OF SAID LOT 33. EXCEPT THOSE SURROUNDING PORTIONS DEDICATED FOR STREET PURPOSES.

PARCEL 4 – PARCEL 1 OF PARCEL MAP NO. 2484 AS PER MAP RECORDED IN BOOK 50, PAGE 63 OF PARCEL MAPS.

PARCEL 5 – PARCELS 1 AND 2 OF PARCEL MAP NO. 4350 AS PER MAP RECORDED IN BOOK 49, PAGE 35 OF PARCEL MAPS AND LOT 1 OF TRACT NO. 28634 AS PER MAP RECORDED IN BOOK 811, PAGES 67-70 OF MAPS.

PARCEL 6 – LOT 37 OF TRACT NO. 9925 AS PER MAP RECORDED IN BOOK 168, PAGES 6-7 OF MAPS.

PARCEL 7 – LOT 1 OF TRACT NO. 82395 AS PER MAP RECORDED IN BOOK 1426, PAGES 52-56 OF MAPS.

PARCEL 8 – PARCELS 2, 3, AND 4 OF PARCEL MAP NO. 24971 AS PER MAP RECORDED IN BOOK 289, PAGES 13-14 OF PARCEL MAPS.

PARCEL 9 – PARCEL 19 OF VESTING PARCEL MAP NO. 21929 AS PER MAP RECORDED IN BOOK 278, PAGES 35-40 OF PARCEL MAPS. AND THOSE PORTIONS OF PARCELS 18 AND 26 OF PARCEL MAP NO. 21929 AS PER MAP RECORDED IN BOOK 278, PAGES 35-40 OF PARCEL MAPS, LYING SOUTHEASTERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ALONG THE SOUTHERLY CURVE OF SAID PARCEL 26 DISTANT 229.00 FEET ALONG SAID CURVE FROM ITS SOUTHWEST CORNER; THENCE N33°07′06″E 420.52 FEET; THENCE N 0°29′16″W 554.86 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 18 DISTANT 118.76 FEET FROM ITS NORTHWEST CORNER.

PARCEL 10 – PARCEL 1 OF PARCEL MAP NO. 19441 AS PER MAP RECORDED IN BOOK 217, PAGES 20-22 OF PARCEL MAPS, EXCEPT GLENN CURTIS STREET. AND PARCEL 2 OF PARCEL MAP NO. 19441 AS PER MAP RECORDED IN BOOK 217, PAGES 20-22 OF PARCEL MAPS, EXCEPT THAT VARIABLE WIDTH EASEMENT WEST OF THE WEST LINE OF SAID PARCEL 2. AND PARCELS 1 AND 4 OF PARCEL MAP NO. 15247 AS PER MAP RECORDED IN BOOK 212, PAGES 54-55 OF PARCEL MAPS, EXCEPT GLENN CURTIS STREET. AND PARCEL 3 OF PARCEL MAP NO. 15247 AS PER MAP RECORDED IN BOOK 212, PAGES 54-55 OF PARCEL MAPS. AND THE SOUTH 630.42 FEET OF

THE EAST 14.60 FEET OF PARCEL 13 OF VESTING PARCEL MAP NO. 21929-01 AS PER MAP RECORDED IN BOOK 278, PAGES 29-34 OF PARCEL MAPS.

PARCEL 11 – PARCEL 1 OF VESTING PARCEL MAP NO. 21929-01 AS PER MAP RECORDED IN BOOK 278, PAGES 29-34 OF PARCEL MAPS. AND THAT SITE AS SURVEYED AND SHOWN IN BOOK 173, PAGES 38-40 OF RECORD OF SURVEYS. EXCEPT THOSE PORTIONS OF SAID SITE SOUTH AND WEST DEDICATED FOR STREET PURPOSES.

PARCEL 12 – LOTS 42 THROUGH 45, INCLUSIVE, AND LOTS 54 THROUGH 57, INCLUSIVE, OF TRACT NO. 4054, AS PER MAP RECORDED IN BOOK 44, PAGES 39-41 OF MAPS. AND THAT PORTION OF THE 1326.58 ACRE TRACT ALLOTTED TO SUSANA DOMINGUEZ, BY DECREE OF PARTITION OF A PORTION OF THE RANCHO SAN PEDRO, IN CASE NO. 3284 OF THE SUPERIOR COURT OF SAID COUNTY, BOUNDED TO THE NORTH BY THE SOUTH LINE OF DEL AMO BOULEVARD (104 FEET WIDE), BOUNDED TO THE EAST BY THE WESTERLY LINE OF WILMINGTON AVENUE (100 FEET WIDE), BOUNDED TO THE SOUTH BY THE SAID 1326.58 ACRE SOUTH LINE, AND BOUNDED TO THE WEST BY THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ALONG THE NORTH LINE OF LOT 42 OF TRACT NO. 4054, AS PER MAP RECORDED IN BOOK 44, PAGES 39-41 OF MAPS, DISTANT 350.90 FEET EAST FROM ITS NORTHWEST CORNER; THENCE NORTH 0°26'01" WEST 282.00 FEET; THENCE NORTH 89°33'59" EAST 672.50 FEET; THENCE NORTH 0°26'01" WEST 664.04 FEET; THENCE SOUTH 89°33'59" WEST 845.00 FEET; THENCE NORTH 0°26'01" WEST 1015.45 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 300.00 FEET; THENCE NORTHERLY, NORTHEASTERLY, AND EASTERLY 471.24 FEET ALONG SAID CURVE; THENCE NORTH 89°33'59" EAST 750.00 FEET; THENCE NORTH 0°26'01" WEST 451.01 FEET TO A POINT ON THE SOUTH LINE OF DEL AMO BOULEVARD (104 FEET WIDE).

PARCEL 13 – PARCEL 2 OF PARCEL MAP NO. 4185 AS PER MAP RECORDED IN BOOK 52, PAGE 30 OF PARCEL MAPS.

PARCEL 14 – THAT PORTION OF LOT 1 IN BLOCK B OF THE SUBDIVISION OF A PART OF THE RANCHO SAN PEDRO, AS PER MAP RECORDED IN BOOK 1, PAGES 601-602 OF MISCELLANEOUS RECORDS, DESCRIBED AS FOLLOWS: BEGINNING AT THE TRUE POINT OF BEGINNING AS DESCRIBED IN DEED 2020-1501753 OF OFFICIAL RECORDS, RECORDED NOVEMBER 23, 2020, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 89°56′20″ EAST 149.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 377.47 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50°51′25″ AN ARC LENGTH OF 335.05 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DECREE OF CONDEMNATION RECORDED IN BOOK 1939 PAGE 114 OF DEEDS, RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE NORTH 17°08′40″ EAST 1222.17 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY LINE OF DOMINGUEZ STREET; THENCE ALONG THE SAID NORTHERLY LINE SOUTH 89°58′25″ WEST 359.35 FEET; THENCE SOUTH 17°09′36″ WEST 1352.77 FEET TO THE BEGINNING OF A NONTANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 315 FEET, A RADIAL TO SAID CURVE BEARS SOUTH 22°55′30″ EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 8°23′29″ AND ARC LENGTH OF 46.13 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 15 – LOT 15 OF TRACT NO. 4054, AS PER MAP RECORDED IN BOOK 44, PAGES 39-41 OF MAPS. EXCEPT THE NORTH 330 FEET THEREOF. ALSO EXCEPT THE SOUTHWESTERLY PORTIONS OF SAID LOT EXCLUDED AS PER DEED 2016-1458984 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. ALSO EXCEPT THOSE PORTIONS SOUTH AND EAST DEDICATED FOR STREET WIDENING PURPOSES.

PARCEL 16 – PARCEL 3 AS RECORDED IN BOOK 273, PAGES 93-95 OF RECORD OF SURVEYS. EXCEPT THE NORTHERLY SOUTHERN PACIFIC RAILROAD LINE, 30 FEET WIDE, AND ITS NORTHEASTERLY CURVE OF VARIABLE WIDTH.

PARCEL 17 – PARCEL 2 OF PARCEL MAP NO. 61063 AS PER MAP RECORDED IN BOOK 355, PAGES 81-83 OF PARCEL MAPS AND THAT PORTION OF THE 398.11 ACRE TRACT ALLOTTED TO ANA JOSEFA DOMINGUEZ DE GUYER, BY DECREE OF PARTITION OF A PORTION OF THE RANCHO SAN PEDRO, IN CASE NO. 3284 OF THE SUPERIOR COURT OF SAID COUNTY BOUNDED NORTHERLY BY 223RD STREET (100 FEET WIDE) AND BOUNDED WESTERLY BY THE EASTERLY LINE AND ITS PROLONGATIONS OF PARCEL 4 OF PARCEL MAP NO. 1363 AS PER MAP RECORDED IN BOOK 31, PAGE 13 OF PARCEL MAPS AND BOUNDED EASTERLY BY THE WESTERLY LINE OF SAID PARCEL 2 OF PARCEL MAP NO. 61063 AND BOUNDED SOUTHERLY BY A LINE 30 FEET PARALLEL NORTHERLY FROM THE NORTHERLY LINE AND ITS PROLONGATIONS OF PARCEL 1 OF PARCEL NO. 3331 AS PER MAP RECORDED IN BOOK 45, PAGE 48 OF PARCEL MAPS.

PARCEL 18 – THAT PORTION OF THE 398.11 ACRE TRACT ALLOTTED TO ANA JOSEFA DOMINGUEZ DE GUYER, BY DECREE OF PARTITION OF A PORTION OF THE RANCHO SAN PEDRO, IN CASE NO. 3284 OF THE SUPERIOR COURT OF SAID COUNTY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1 OF PARCEL NO. 3331 AS PER MAP RECORDED IN BOOK 45, PAGE 48 OF PARCEL MAPS, DISTANT SOUTHERLY 30 FEET FROM THE SOUTHEAST CORNER OF PARCEL MAP NO. 1363 AS PER MAP RECORDED IN BOOK 31, PAGE 13 OF PARCEL MAPS; THENCE NORTH 89°53′23″ EAST 724.50 FEET AS SHOWN ON SAID PARCEL MAP NO. 3331; THENCE CONTINUING NORTH 89°53′23″ EAST 446.00 FEET; THENCE SOUTH 73°23′07″ WEST 465.17 FEET, MORE OR LESS; THENCE SOUTH 0°06′37″ EAST 92.85 FEET; THENCE SOUTH 89°53′23″ WEST 679.50 FEET; THENCE NORTH 0°06′37″ WEST 160.00 FEET; THENCE SOUTH 89°53′23″ WEST 45.00 FEET; THENCE NORTH 0°06′37″ WEST 65.00 FEET TO THE POINT OF BEGINNING.

PARCEL 19 – THE NORTH 100 FEET OF THE EAST 178 FEET OF LOT 30 OF TRACT NO. 2982, AS PER MAP RECORDED IN BOOK 35, PAGE 31, OF MAPS.

PARCEL 20 - THAT PARCEL AS RECORDED IN BOOK 301, PAGE 100 OF RECORD OF SURVEYS.

PARCEL 21 – PARCEL 2 OF PARCEL MAP NO. 13217 AS PER MAP RECORDED IN BOOK 148, PAGES 66-67 OF PARCEL MAPS. EXCEPT THAT PORTION OF SAID PARCEL 2 LYING SOUTHERLY OF THE WESTERLY PROLONGATION OF THE LINE THAT BEARS S88°09′56″W 234.01 FEET.

PARCEL 22 - PARCEL 3 OF PARCEL MAP NO. 16013 AS PER MAP RECORDED IN BOOK 172, PAGES 79-81 OF PARCEL MAPS. EXCEPT THAT NORTHEAST TRIANGLE OF SAID PARCEL 3 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 3; THENCE SOUTH 88°05′43″ WEST 109.33 FEET ALONG THE NORTH LINE OF SAID PARCEL 3; THENCE SOUTH 0°11′24″ EAST 30.00 FEET; THENCE NORTH 72°52′36″ EAST 114.23 FEET TO THE POINT OF BEGINNING.

PARCEL 23 – THOSE PORTIONS OF LOTS 76, 77, 78, 103, AND 104 OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, BOUNDED SOUTHEAST BY THE NORTHWESTERLY LINE OF ANELO AVENUE; BOUNDED NORTHEAST BY THE SOUTHWESTERLY LINE OF THE DOMINGUEZ FLOOD CONTROL CHANNEL; BOUNDED NORTHWEST BY THE SOUTHEASTERLY LINE OF 190TH STREET; BOUNDED WEST AND SOUTHWEST BY THE EASTERLY LINE OF THAT 100 FOOT WIDE STRIP OF LAND, AS GRANTED TO THE CITY OF LOS ANGELES, BY DEED RECORDED FEBRUARY 26, 1951 IN BOOK 35644, PAGE 319, OF OFFICIAL RECORDS.

PARCEL 24 – THOSE PORTIONS OF LOTS 102 THROUGH 104, INCLUSIVE, OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, BOUNDED TO THE EAST BY THE WESTERLY LINE OF FIGUEROA STREET; BOUNDED TO THE SOUTH AND SOUTHWEST AND NORTHWEST BY, RESPECTIVELY, THE NORTHERLY AND NORTHEASTERLY AND SOUTHEASTERLY LINES OF ANELO AVENUE; AND BOUNDED TO THE NORTHEAST BY THE SOUTHWESTERLY LINE OF THE DOMINGUEZ FLOOD CONTROL CHANNEL. EXCEPTING THEREFROM THOSE PORTIONS CONDEMNED BY THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT BY FINAL ORDERS OF CONDEMNATION DOCUMENT 3854 RECORDED OCTOBER 17, 1952 IN BOOK 40100 PAGE 403 AND MARCH 10, 1964 IN BOOK D2389 PAGE 940 AND ON JANUARY 27, 1966 IN BOOK D3189 PAGE 579 OFFICIAL RECORDS AS DOCUMENTS 5244 AND 2914.

PARCEL 25 – PARCELS 1 AND 2 AS RECORDED IN BOOK 306, PAGE 39 OF RECORD OF SURVEYS.

PARCEL 26 – THOSE PORTIONS OF LOTS 120 THROUGH 123, INCLUSIVE, OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, LYING WESTERLY OF THE WESTERLY LINE OF BROADWAY, 100 FEET WIDE, AS SHOWN ON CLERK FILED MAP 1680 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. AND LOTS 107 THROUGH 110, INCLUSIVE, OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS. EXCEPT THOSE SURROUNDING PORTIONS DEDICATED FOR STREET WIDENING PURPOSES.

PARCEL 27 – THOSE PORTIONS OF LOTS 116 THROUGH 119, INCLUSIVE, OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, LYING WESTERLY OF THE WESTERLY LINE OF BROADWAY, 100 FEET WIDE, AS SHOWN ON CLERK FILED MAP 1680 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. AND LOTS 111 AND 112 OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS. EXCEPT THOSE PORTIONS NORTH AND WEST DEDICATED FOR STREET WIDENING PURPOSES. ALSO EXCEPT THOSE PORTIONS DEDICATED TO THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE WIDENING OF DOMINGUEZ CHANNEL WHICH INCLUDES A PORTION DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ALONG THE WEST LINE OF BROADWAY (100 FEET WIDE) DISTANT 57.30 FEET NORTH OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 423.98 FEET AS SHOWN ON SAID CLERK FILED MAP 1680; THENCE SOUTH 0°03'00" EAST 57.30 FEET ALONG SAID WEST LINE TO THE BEGINNING OF SAID CURVE CONCAVE TO THE WEST BUT HAVING A RADIUS OF 369.28 FEET; THENCE SOUTHWESTERLY 160.68 FEET ALONG SAID CURVE WITH SAID RADIUS OF 369.28 FEET TO A LINE PARALLEL WITH AND 84 FEET EASTERLY OF THE EASTERLY LINE OF DOMINGUEZ CHANNEL (100 FEET WIDE) AS SHOWN ON SAID CLERK FILED MAP; THENCE NORTH 32°33'58" WEST 9.63 FEET ALONG SAID PARALLEL LINE TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 550 FEET AND TO WHICH POINT A RADIAL LINE BEARS SOUTH 68°10'43" EAST; THENCE NORTHERLY 209.90 FEET ALONG SAID CURVE TO THE POINT OF BEGINNING.

PARCEL 28 – THOSE PORTIONS OF LOTS 99, 113, 114, 115, AND KNOX STREET (50 FEET WIDE) OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, BOUNDED AS FOLLOWS: TO THE WEST BY THE EASTERLY LINE OF FIGUEROA STREET, TO THE NORTHEAST BY THE SOUTHWESTERLY LINE OF THE DOMINGUEZ FLOOD CONTROL CHANNEL, TO THE SOUTHEAST BY THE NORTHWESTERLY LINE OF MAIN STREET, TO THE SOUTHWEST BY THE NORTHEASTERLY LINE OF THE SAN DIEGO FREEWAY.

PARCEL 29 – PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 11125 AS PER MAP RECORDED IN BOOK 122, PAGES 43-44 OF PARCEL MAPS, EXCEPT THOSE PORTIONS SOUTH AND EAST DEDICATED FOR STREET WIDENING PURPOSES. PARCELS 1 AND 2 OF PARCEL MAP NO. 15725 AS PER MAP RECORDED IN BOOK 168, PAGE 72 OF PARCEL MAPS. AND LOTS 124 AND 125 OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS. AND THOSE PORTIONS OF LOTS 122 AND 123 OF TRACT NO. 4671 AS PER MAP

RECORDED IN BOOK 56, PAGES 30-31 OF MAPS LYING EASTERLY OF THE EASTERLY LINE OF BROADWAY, 100 FEET WIDE, AS SHOWN ON CLERK FILED MAP 1680 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THOSE SURROUNDING PORTIONS DEDICATED FOR STREET WIDENING PURPOSES.

PARCEL 30 – PARCELS 1 AND 2 OF PARCEL MAP NO. 15195 AS PER MAP RECORDED IN BOOK 163, PAGE 47 OF PARCEL MAPS. AND THAT PORTION OF LOT 119 OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS LYING EASTERLY OF THE EASTERLY LINE OF BROADWAY, 100 FEET WIDE, AS SHOWN ON CLERK FILED MAP 1680 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LYING WESTERLY OF THE WESTERLY LINE AND ITS NORTHERLY PROLONGATION OF PARCEL MAP NO. 15195 AS PER MAP RECORDED IN BOOK 163, PAGE 47 OF PARCEL MAPS. AND THAT PORTION OF LOT 118 OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS LYING EASTERLY OF THE EASTERLY LINE OF BROADWAY, 100 FEET WIDE, AS SHOWN ON CLERK FILED MAP 1680 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND LYING WESTERLY AND SOUTHERLY OF PARCEL 2 OF PARCEL MAP NO. 15195 AS PER MAP RECORDED IN BOOK 163, PAGE 47 OF PARCEL MAPS. AND THOSE PORTIONS OF LOT 116 AND 117 OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS LYING EASTERLY OF THE EASTERLY LINE OF BROADWAY, 100 FEET WIDE, AS SHOWN ON CLERK FILED MAP 1680 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THOSE PORTIONS SOUTH AND SOUTHEAST DEDICATED FOR STREET WIDENING PURPOSES.

PARCEL 31 – THOSE PORTIONS OF PARCELS 1 AND 2 AND 12 AS RECORDED IN BOOK 53, PAGES 30-32 OF RECORD OF SURVEYS, BOUNDED TO THE NORTH BY THE EXTENT OF THEIR PARCEL LIMITS, BOUNDED TO THE EAST BY THE WESTERLY LINE OF TOWNE AVENUE AS SHOWN ON SAID BOOK AND PAGE, BOUNDED TO THE SOUTH BY THE NORTHERLY LINE OF 192ND STREET, AND BOUNDED TO THE WEST BY THE EASTERLY LINE OF MAIN STREET.

PARCEL 32 – THOSE PORTIONS OF PARCELS 1 AND 2 AND 3 AS RECORDED IN BOOK 53, PAGES 30-32 OF RECORD OF SURVEYS, BOUNDED TO THE NORTHWEST BY THE SOUTHEASTERLY LINE OF MAIN STREET, BOUNDED TO THE NORTH BY THE SOUTHERLY LINE OF 192ND STREET, BOUNDED TO THE EAST BY THE WESTERLY LINE OF AVALON BOULEVARD, BOUNDED TO THE SOUTH BY THE EXTENT OF THEIR PARCEL LIMITS AND THE NORTHERLY LINE OF DEL AMO BOULEVARD, AND BOUNDED TO THE SOUTHWEST BY THE NORTHEASTERLY LINE OF THE DOMINGUEZ FLOOD CONTROL CHANNEL.

PARCEL 33 – THAT PORTION OF THE SUSANA DOMINGUEZ 1326.58 ACRE ALLOTMENT OF THE RANCHO SAN PEDRO AS PER MAP FILED IN CASE NO. 3284 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF AVALON BOULEVARD WITH THE CENTERLINE OF DEL AMO BOULEVARD, AS SAID INTERSECTION IS SHOWN ON PARCEL MAP NO. 1317 AS PER MAP RECORDED IN BOOK 24, PAGE 18 OF PARCEL MAPS; THENCE NORTH 88°53′59″ WEST 113.10 FEET ALONG THE CENTERLINE OF DEL AMO BOULEVARD; THENCE NORTH 1°06′01″ EAST 54.00 FEET AT RIGHT ANGLES TO SAID CENTERLINE TO THE TRUE POINT OF BEGINNING; THENCE NORTH 88°53′59″ WEST 124.26 FEET TO A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 2554.00 FEET; THENCE WESTERLY 200.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°29′12″ TO A POINT ON SAID CURVE, THE RADIAL TO SAID POINT BEARS NORTH 3°23′11″ WEST; THENCE NORTH 27°47′55″ WEST 22.88 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT 116.00 FEET SOUTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTHWESTERLY LINE OF SAID 1326.58 ACRE ALLOTMENT; THENCE NORTH 62°12′05″ EAST 388.76 FEET PARALLEL WITH SAID NORTHWESTERLY LINE TO A LINE THAT IS PARALLEL WITH AND DISTANT 75.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLY, AS MEASURED AT RIGHT AND DISTANT 75.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF SAID AVALON BOULEVARD; THENCE

SOUTH 6°08'14" EAST 171.04 FEET PARALLEL WITH SAID AVALON BOULEVARD TO A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 27.00 FEET; THENCE SOUTHWESTERLY 45.82 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°14'15" TO A POINT ON A LINE TANGENT TO SAID CURVE, SAID POINT BEING THE TRUE POINT OF BEGINNING.

PARCEL 34 - THOSE PORTIONS OF THE MARIA DE LOS REYES DOMINGUEZ 477.81 ACRE ALLOTMENT AND THE GUADALUPE MARCELINA DOMINGUEZ 327.64 ACRE ALLOTMENT AND THE GUADALUPE MARCELINA DOMINGUEZ 852.37 ACRE ALLOTMENT OF THE RANCHO SAN PEDRO AS PER MAP FILED IN CASE NO. 3284 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, BOUNDED AS FOLLOWS: TO THE SOUTHWEST BY THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE SAN DIEGO FREEWAY, TO THE NORTHWEST BY THE SOUTHEASTERLY LINE OF MAIN STREET, TO THE NORTHEAST BY THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE DOMINGUEZ FLOOD CONTROL CHANNEL, TO THE SOUTH BY THE NORTHERLY LINE OF THE 100 FOOT WIDE TRANSMISSION RIGHT-OF-WAY LINE AS SHOWN ON FILED MAP 11884, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 35 – THOSE PORTIONS OF LOTS 83 THROUGH 86, INCLUSIVE, AND THOSE PORTIONS OF LOTS 98 AND 99 OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 3 OF THAT LAND CONVEYED BY THE STATE OF CALIFORNIA BY DEED RECORDED JUNE 26, 1967 AS INSTRUMENT NO. 1958 IN BOOK D-3683 PAGE 331 OF OFFICAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID BEGINNING AS RESIDES ALONG THE NORTHWESTERLY LINE OF A 100 FOOT WIDE UTILITY RIGHT-OF-WAY TO THE CITY OF LOS ANGELES; THENCE NORTH 60°33′01″ EAST 155.04 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID RIGHT-OF-WAY; THENCE NORTH 84°00′12″ EAST 112.98 FEET TO THE NORTHWESTERLY LINE OF FIGUEROA STREET (100 FEET WIDE); THENCE SOUTH 33°03′26″ WEST 561.18 FEET ALONG SAID NORTHWESTERLY LINE TO THE BEGINNING OF A CURVE ALONG THE NORTHWESTERLY LINE OF SAID FIGUEROA STREET CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1,550 FEET; THENCE SOUTHWESTERLY 598.54 FEET ALONG SAID CURVE; THENCE NORTH 79°04′04″ WEST 22.06 FEET; THENCE NORTH 2°13′02″ EAST 289.16 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 997 FEET; THENCE NORTH 2°13′02″ EAST 289.16 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 997 FEET; THENCE NORTHEASTERLY 720 FEET MORE OR LESS ALONG SAID CURVE TO THE POINT OF BEGINNING.

PARCEL 36 – THAT PORTION OF LOT 98 OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, BOUNDED AS FOLLOWS: TO THE SOUTHWEST BY THE NORTHEASTERLY LINE OF MONETA AVENUE, TO THE EAST BY THE WESTERLY LINE OF MAIN STREET, AND TO THE NORTHEAST BY THE SOUTHWESTERLY LINE OF THAT 40 FOOT WIDE FRONTAGE ROAD AND ITS PROLONGATION AS SHOWN ON PARCEL MAP NO. 10464 AS PER MAP RECORDED IN BOOK 102, PAGES 29 OF PARCEL MAPS.

PARCEL 37 – PARCELS 1 AND 2 OF PARCEL MAP NO. 10464 AS PER MAP RECORDED IN BOOK 102, PAGES 29 OF PARCEL MAPS. AND THOSE PORTIONS OF LOTS 85, 86, 96 AND 97 OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, BOUNDED AS FOLLOWS: TO THE NORTH BY THE EXTENT OF ITS LOT LIMITS, TO THE NORTHEAST BY THE SOUTHWESTERLY LINE OF MONETA AVENUE, TO THE EAST BY THE WESTERLY LINE OF MAIN STREET, TO THE SOUTH BY THE NORTHERLY LINE OF FRANCISCO STREET, AND TO THE WEST BY THE EASTERLY LINE OF FIGUEROA STREET.

PARCEL 38 – THOSE PORTIONS OF LOTS 87 THROUGH 95, INCLUSIVE, OF TRACT NO. 4671 AS PER MAP RECORDED IN BOOK 56, PAGES 30-31 OF MAPS, BOUNDED AS FOLLOWS: TO THE NORTH BY THE SOUTHERLY

LINE OF FRANCISCO STREET, TO THE EAST BY THE WESTERLY LINE OF MAIN STREET, TO THE SOUTH BY THE NORTHERLY LINE OF DEL AMO BOULEVARD, AND TO THE WEST BY THE EASTERLY LINE OF FIGUEROA STREET.

PARCEL 39 - THAT PARCEL AS RECORDED IN BOOK 262, PAGE 75 OF RECORD OF SURVEYS. ALONG WITH THAT SOUTHERLY 100 FOOT WIDE TRANSMISSION LINE RIGHT-OF-WAY AS DEPICTED ON SAID RECORD OF SURVEY AND FILED AS FILED MAP 11884, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED TO THE WEST BY THE EASTERLY LINE OF MAIN STREET AND BOUNDED TO THE EAST BY THE SOUTHWESTERLY LINE OF THE SAN DIEGO FREEWAY. ALSO LOT 1 OF OF TRACT NO. 42385 AS PER MAP RECORDED IN BOOK 1056, PAGES 84-88 OF MAPS.

PARCEL 40 - PARCELS 1 AND 2 OF PARCEL MAP NO. 14194 AS PER MAP RECORDED IN BOOK 152, PAGE 46 OF PARCEL MAPS. AND PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 5616 AS PER MAP RECORDED IN BOOK 62, PAGE 68 OF PARCEL MAPS. AND PARCELS 1 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 6719 AS PER MAP RECORDED IN BOOK 110, PAGES 24-25 OF PARCEL MAPS. ALONG WITH THAT 105 FOOT WIDE EASEMENT OF LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AS SHOWN ON SAID PARCEL MAP BOUNDED WESTERLY BY THE EASTERLY LINE OF FIGUEROA STREET AND BOUNDED EASTERLY BY THE WESTERLY LINE OF MAIN STREET.

PARCEL 41 - THOSE PORTIONS OF LOTS 22 THROUGH 26, INCLUSIVE, AND THOSE PORTIONS OF LOTS 32 THROUGH 35, INCLUSIVE, OF TRACT NO. 6378 AS PER MAP RECORDED IN BOOK 68, PAGES 1-2 OF MAPS, BOUNDED AS FOLLOWS: TO THE NORTH BY THE SOUTHERLY LINE OF TORRANCE BOULEVARD, TO THE EAST BY THE WESTERLY LINE OF MAIN STREET, TO THE SOUTH BY THE NORTHERLY LINE OF TRACT NO. 53531 AS PER MAP RECORDED IN BOOK 1269, PAGES 1-5 OF MAPS AND THE NORTHERLY LINE OF LOT 5 OF LOT LINE ADJUSTMENT NO. 160-01 RECORDED OCTOBER 23, 2001 AS INSTRUMENT NO. 01-2017042 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND TO THE WEST BY THE EASTERLY LINE OF FIGUEROA STREET.

PARCEL 42 - PARCEL 2 OF PARCEL MAP NO. 70372 AS PER MAP RECORDED IN BOOK 377, PAGES 76-89 OF PARCEL MAPS. AND THAT PORTION OF THE TORRANCE LATERAL FLOOD CONTROL CHANNEL, 75 FEET WIDE MORE OR LESS, ABUTTING ALONG THE SOUTHERLY, SOUTHWESTERLY, AND SOUTHEASTERLY LINES OF SAID PARCEL 2 AND SHOWN ON SAID PARCEL MAP. EXCEPT THAT STRIP OF LAND PASSING THROUGH SAID PARCEL 2 DECLARED AS LENARDO DRIVE ON SAID PARCEL MAP. ALSO, THAT PORTION OF LAND SO DESCRIBED BY DEED RECORDED JANUARY 12, 1971 AS INSTRUMENT NO. 2934 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 43 - PARCEL 1 OF PARCEL MAP NO. 3441 AS PER MAP RECORDED IN BOOK 49, PAGE 46 OF PARCEL MAPS. AND PARCELS 2 THROUGH 4, INCLUSIVE, OF PARCEL MAP NO. 3440 AS PER MAP RECORDED IN BOOK 49, PAGE 45 OF PARCEL MAPS. AND PARCELS 2 THROUGH 5, INCLUSIVE, OF PARCEL MAP NO. 2538 AS PER MAP RECORDED IN BOOK 38, PAGE 5 OF PARCEL MAPS. ALSO THAT 1.60 ACRE TRIANGULAR PARCEL OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT BOUNDED AS FOLLOWS: TO THE SOUTHEAST BY THE NORTHWESTERLY LINES OF PARCEL 1 OF SAID PARCEL MAP NO. 3441; TO THE NORTH BY THE SOUTHERLY CURVE OF DEL AMO BOULEVARD, 108 FEET WIDE, CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 2446 FEET; TO THE SOUTHWEST BY THE PROLONGATION OF THE SOUTHWEST LINE OF SAID PARCEL 1 WHICH BEARS NORTH 39°17′16″ WEST. ALSO THAT 100 FOOT WIDE STRIP OF THE LOS ANGELES DEPARTMENT OF WATER AND POWER EASEMENT DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH CORNER OF PARCEL 5 OF SAID PARCEL MAP NO. 2538 WITH THE EASTERLY RIGHT-OF-WAY OF SAID 100 FOOT WIDE EASEMENT AS SHOWN ON SAID PARCEL MAP NO. 2538; THENCE NORTH 29°11′54″ WEST 257 FEET TO THE

WESTERLY LINE OF SAID 100 FOOT WIDE EASEMENT; THENCE SOUTH 6°08′14″ EAST 939.2 FEET ALONG SAID WESTERLY LINE TO THE NORTHEASTERLY RIGHT-OF-WAY OF DOMINGUEZ CHANNEL AS SHOWN ON SAID PARCEL MAP; THENCE CONTINUING SOUTH 6°08′14″ EAST 38.19 FEET TO THE ANGLE POINT OF SAID 100 FOOT WIDE EASEMENT; THENCE NORTH 83°41′46″ EAST 24.78 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY; THENCE SOUTH 39°17′16″ EAST 271.14 FEET TO THE WESTERLY LINE OF PARCEL 1 OF SAID PARCEL MAP; THENCE NORTH 22° 57′12″ WEST 252.66 FEET; THENCE NORTH 6°08′14″ WEST 727.54 FEET TO THE POINT OF BEGINNING. ALSO PARCEL 1 OF PARCEL MAP NO. 5453 AS PER MAP RECORDED IN BOOK 60, PAGE 63 OF PARCEL MAPS EXCEPT THAT PORTION OF SAID PARCEL 1 LYING SOUTHWEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL 1, DISTANT 37.22 FEET SOUTHEASTERLY FROM THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE SOUTH 39°17′16″ EAST ON A DIRECT LINE TO THE WESTERLY LINE OF AVALON BOULEVARD, BEING THE EASTERLY LINE OF SAID PARCEL 1, AS SHOWN ON SAID PARCEL MAP NO. 5453.

PARCEL 44 - PARCELS 3 THROUGH 6, INCLUSIVE, OF PARCEL MAP NO. 3441 AS PER MAP RECORDED IN BOOK 49, PAGE 46 OF PARCEL MAPS. AND PARCEL 2 OF DEED BOOK D-3414 PAGE 921 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. SAID PARCEL 2 BEING SHOWN AS SURVEYED IN SURVEY FIELD BOOK 0520, PAGES 1583-1584 OF LOS ANGELES COUNTY PUBLIC WORKS, RECORDS OF SAID COUNTY.

PARCEL 45 – PARCELS 1 AND 2 OF PARCEL MAP NO. 5129 AS PER MAP RECORDED IN BOOK 56, PAGE 72 OF PARCEL MAPS. AND PARCEL 5 OF PARCEL MAP NO. 3440 AS PER MAP RECORDED IN BOOK 49, PAGE 45 OF PARCEL MAPS.

PARCEL 46 – PARCELS 1 THROUGH 5, INCLUSIVE, OF PARCEL MAP NO. 2328 AS PER MAP RECORDED IN BOOK 37, PAGES 4-6 OF PARCEL MAPS. AND PARCEL 1 OF PARCEL MAP NO. 1317 AS PER MAP RECORDED IN BOOK 24, PAGE 18 OF PARCEL MAPS.

PARCEL 47 – PARCELS 6 THROUGH 8, INCLUSIVE, OF PARCEL MAP NO. 2540 AS PER MAP RECORDED IN BOOK 38, PAGE 6 OF PARCEL MAPS AND PARCEL 5 OF PARCEL MAP NO. 3450 AS PER MAP RECORDED IN BOOK 43, PAGE 33 OF PARCEL MAPS.

PARCEL 48 – LOT 1 OF TRACT NO. 71206 AS PER MAP RECORDED IN BOOK 1400, PAGES 1-6 OF MAPS. AND LOT 49 OF TRACT NO. 3848 AS PER MAP RECORDED IN BOOK 42, PAGES 68-69 OF MAPS. EXCEPT THOSE PORTIONS OF SAID LOT 49 SOUTH AND EAST DEDICATED FOR STREET WIDENING PURPOSES.

PARCEL 49 – PARCELS 1 AND 2 OF PARCEL MAP NO. 4268 AS PER MAP RECORDED IN BOOK 53, PAGE 29 OF PARCEL MAPS.

PARCEL 50 – THE EAST PORTION OF LOT 50 OF TRACT NO. 3848 AS PER MAP RECORDED IN BOOK 42, PAGES 68-69 OF MAPS BOUNDED TO THE WEST BY THE EAST LINE OF TRACT NO. 28917 AS PER MAP RECORDED IN BOOK 716, PAGES 41-42 OF MAPS. EXCEPT THOSE PORTIONS NORTH AND EAST DEDICATED FOR STREET WIDENING PURPOSES.

PARCEL 51 – THAT PORTION OF TRACT NO. 27635 AS PER MAP RECORDED IN BOOK 720 PAGES 32-33 OF MAPS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID TRACT; THENCE NORTH 89°39'26" EAST 554 FEET ALONG THE SOUTH LINE OF SAID TRACT TO THE SOUTHEAST CORNER BEING A POINT ON THE EAST LINE OF LOT 56 OF TRACT NO. 3848 AS PER MAP RECORDED IN BOOK 42, PAGES 68-69 OF MAPS; THENCE NORTH 0°17'11" WEST 447.04 FEET ALONG THE EAST LINE OF SAID TRACT NO. 27635 TO A POINT

DISTANT 40 FEET SOUTH AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF 213TH STREET; THENCE SOUTH 89°39'11" WEST 585 FEET MORE OR LESS PARALLEL WITH SAID CENTERLINE TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25 FEET AND OF WHICH END OF SAID CURVE IS DISTANT 50 FEET EAST AS MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF AVALON BOULEVARD; THENCE SOUTHWESTERLY 39.25 FEET ALONG SAID CURVE TO SAID END OF CURVE; THENCE SOUTH 0°17'42" EAST 292 FEET ALONG THE WEST LINE OF SAID TRACT NO. 27635 TO THE SOUTHWEST CORNER OF LOT 25 OF SAID TRACT; THENCE NORTH 89°39'26" EAST 10 FEET ALONG THE SOUTH LINE OF SAID LOT TO A POINT DISTANT 60 FEET FROM THE CENTERLINE OF SAID AVALON BOULEVARD AS MEASURED AT RIGHT ANGLES; THENCE SOUTH 0°17'42" EAST 30 FEET PARALLEL WITH SAID AVALON BOULEVARD TO THE NORTH LINE OF LOT 1 OF SAID TRACT; THENCE SOUTH 89°39'26" WEST 10 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID TRACT; THENCE SOUTH, SOUTHEASTERLY, AND EAST ALONG THE LINES OF SAID LOT 1 TO THE POINT OF BEGINNING.

PARCEL 52 – LOTS 3 THROUGH 10, INCLUSIVE, OF TRACT NO. 29846 AS PER MAP RECORDED IN BOOK 727, PAGES 98-99 OF MAPS.

PARCEL 53 – LOTS 1 AND 2 OF TRACT NO. 29846 AS PER MAP RECORDED IN BOOK 727, PAGES 98-99 OF MAPS. LOTS 54 AND 55 OF TRACT NO. 3848 AS PER MAP RECORDED IN BOOK 42, PAGES 68-69 OF MAPS. AND LOT 1 OF TRACT NO. 4054 AS PER MAP RECORDED IN BOOK 44, PAGES 39-41 OF MAPS. EXCEPT THOSE PORTIONS SOUTH AND WEST DEDICATED FOR STREET WIDENING PURPOSES.

PARCEL 54 – LOTS 52 AND 53 OF TRACT NO. 3848 AS PER MAP RECORDED IN BOOK 42, PAGES 68-69 OF MAPS. EXCEPT THOSE PORTIONS SOUTH AND EAST DEDICATED FOR STREET WIDENING PURPOSES.

PARCEL 55 – THE EAST 545 FEET OF LOT 1 OF TRACT NO. 4546 AS PER MAP RECORDED IN BOOK 50, PAGES 20-21 OF MAPS. EXCEPT THOSE PORTIONS NORTH AND EAST DEDICATED FOR STREET WIDENING PURPOSES.

PARCEL 56 – LOTS 7 AND 8 OF TRACT NO. 8018 AS PER MAP RECORDED IN BOOK 165, PAGES 30-31 OF MAPS. ALONG WITH THOSE PORTIONS OF THE ADJACENT ALLEY VACATED PER RESOLUTION NO. 142 RECORDED AS INSTRUMENT NO. 2988 ON OCTOBER 21, 1968 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 57 – LOT 41 OF TRACT NO. 3612 AS PER MAP RECORDED IN BOOK 40, PAGES 5-6 OF MAPS. EXCEPT THE NORTH 165 FEET THEREOF. ALSO EXCEPT THE EAST 25 FEET THEREOF DEDICATED FOR STREET PURPOSES. ALSO EXCEPT THAT PORTION LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 165 FEET OF SAID LOT, DISTANT EASTERLY ALONG SAID SOUTH LINE OF SAID LOT 407.03 FEET FROM THE WEST LINE OF SAID LOT; THENCE SOUTHERLY IN A DIRECT LINE TO A POINT ON THE SOUTH LINE OF SAID LOT, DISTANT EASTERLY ALONG SAID SOUTH LINE OF SAID LOT 405.73 FEET FROM THE SAID WEST LINE.

James Nguyen

From: L.A. County - Office of The Assessor - GIS Info <gisinfo@assessor.lacounty.gov>

Sent: Tuesday, May 23, 2023 2:30 PM

To: James Nguyen

Cc: michelle@paarcaengineering.com; pert@paarcaengineering.com; 'John Ruff'; Saied Naaseh; Antonio

Vargas; Flora Bautista; Kolotita Schuck

Subject: RE: Carson EIFD Legal Description Boundary Letter | Carson EIFD Resolution No. 22-005

Follow Up Flag: Follow up Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon James,

Please consider this receipt and acceptance of the City of Carson and Carson EIFD's letter dated May 23, 2023 regarding the updated and corrected legal description to the Carson EIFD boundaries.

You and your team have our gratitude for a great collaborative experience.

Kind regards,

Kolotita "Koko" Schuck (she/her/hers) Senior GIS Analyst Mapping & GIS Services Los Angeles County Assessor P(213) 974-7352 · F(213) 621-2083

From: James Nguyen <jnguyen@carsonca.gov>

Sent: Tuesday, May 23, 2023 12:49 PM

To: Kolotita Schuck <KFue@assessor.lacounty.gov>; Antonio Vargas <AVargas@assessor.lacounty.gov>; Flora Bautista

<FDBautista@assessor.lacounty.gov>

Cc: michelle@paarcaengineering.com; pert@paarcaengineering.com; 'John Ruff' <hocajon@yahoo.com>; Saied Naaseh

<snaaseh@carsonca.gov>

Subject: Carson EIFD Legal Description Boundary Letter | Carson EIFD Resolution No. 22-005

Importance: High

CAUTION: External Email. Proceed Responsibly.

Good Afternoon LA County Assessor Office staff,

Attached is the letter containing all final exhibits and legal description for the Carson EIFD boundary. As provided in the letter, we are requesting an acceptance note from your office on the updated and corrected legal description of the Carson EIFD boundary. Your note would be included in our subsequent letter to the State of California Board of Equalization.

Exhibit No. 3

Thank you again for all your assistance over the past two months on this effort. We greatly appreciate the promptness of all involved in getting this one in on time as the last job for the roll year.

Regards, James



James L. Nguyen
Special Projects Manager
City of Carson | Community Development
701 East Carson Street, Carson, CA 90745
Office: 310-952-1700 ext. 1310

Email: jnguyen@carsonca.gov

City Hall Hours: Monday - Thursday, 7:00 a.m. - 6:00 p.m., Closed Fridays

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

MEETING OF: JUNE 12, 2023

Item No. 3

SUBJECT: APPROVAL OF ON-CALL CONTRACT SERVICES AGREEMENT WITH

KOSMONT & ASSOCIATES, INC.

I. SUMMARY

Attached for the PFA's approval is the On-Call EIFD Administration and Financial Services Agreement ("Agreement") with Kosmont & Associates Inc. With the formation of the Carson EIFD recently completed, an on-call consultant experienced in EIFDs is needed to implement and carry out the goals of the Carson EIFD. The scope under the Agreement may include but is not limited to: (1) preparing annual reports pursuant to EIFD laws; (2) providing general consultation on EIFD technical matters; (3) updating and revising financial/fiscal projections including tax increment revenue analysis; (4) performing real estate fiscal and financial analysis as requested; (5) attendance at public meetings; and/or (6) initiating or implementing special projects, programs, or strategies to further the goals of the Carson EIFD.

II. RECOMMENDATION

TAKE the following actions:

- 1. APPROVE the Agreement with Kosmont & Associates Inc. to provide on-call EIFD Administration and Financial Services for a total amount not-to-exceed \$15,000 for a one-year term starting July 1, 2023 and ending June 30, 2024.
- 2. AUTHORIZE the Executive Director to execute the Agreement, following approval as to form by the Authority Counsel.

III. ALTERNATIVES

TAKE another action the Carson EIFD PFA deems appropriate.

IV. BACKGROUND

Kosmont & Associates Inc

Kosmont & Associates Inc has extensive experience with the evaluation and implementation of tax increment financing ("TIF") districts such as EIFDs and other innovative public-private funding sources and financing mechanisms. Across the State of California, Kosmont has facilitated the successful formation of more TIF Districts than any other firm since the dissolution of Redevelopment Agencies in 2012 (11 of the approximately 20 fully formed EIFDs thus far). No other firm has been as successful in facilitating multi-jurisdictional (e.g., city/county) partnerships in such special districts, and Kosmont has done so in four different

communities, with over 50 other city and county TIF/EIFD evaluations and formations currently underway.

Procurement Process

The Carson EIFD followed the City of Carson's Purchasing Ordinance in procuring services for the on-call consultant. On May 24, 2023, an informal bid was solicited to five firms offering EIFD consulting services and/or other administration and financial services. Two proposals were submitted by the June 6, 2023, deadline. The firms included Keyser Marston Associates, Inc. and Kosmont & Associates Inc.

Kosmont & Associates Inc. was deemed as the most qualified firm having assisted the Carson EIFD in its successful formation and thereby being most familiar with its history and goals. Additionally, Kosmont & Associates Inc provided the lowest cost for preparing the Annual Report task. The informal request for proposal had required that the task of preparing the Annual Report be provided at a flat fee. Fees for other as needed services must be provided at an hourly rate. The lower fee for the Annual Report would therefore allow the Carson EIFD to utilize a larger portion of the on-call consultant contract's budget to assist the Carson EIFD with other unforeseen or as-needed projects.

V. FISCAL IMPACTS

The Carson EIFD currently does not have any funds budgeted for Fiscal Year 2023-2024. The Agreement will be paid by the City on behalf of the Carson EIFD and the Carson EIFD will reimburse the City pursuant to an Administrative Reimbursement Agreement entered in to between the City and the Carson EIFD related to the administration of the Carson EIFD.

VI. EXHIBITS

On-Call EIFD Contract Services Agreement, Kosmont & Associates Inc (pgs. 3-30)

Prepared by: James Nguyen, Special Projects Manager

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON ENHANCED

INFRASTRUCTURE FINANCING DISTRICT

and

KOSMONT & ASSOCIATES, INC.

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT AND KOSMONT & ASSOCIATES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of June, 2023 by and between the CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT, a duly created California financing district ("District") and KOSMONT & ASSOCIATES INC., a California corporation ("Consultant") and acknowledged by the City. District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The District has sought, by issuance of a Request for Proposals, the performance of the services defined and described particularly in Article 1 of this Agreement.
- B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the District to perform those services.
 - C. The District has authority to enter into and execute this Agreement.
- D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 <u>Consultant's Proposal.</u>

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City of Carson ("City") and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District, its officers, employees or agents of District, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.5 <u>Familiarity with Work.</u>

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the District of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by District, except such losses or damages as may be caused by District's own negligence.

1.7 <u>Further Responsibilities of Parties.</u>

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the Public Financing Authority of the District ("PFA"). It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. District may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as <u>Exhibit "B"</u> and incorporated herein by this reference. In the event of a conflict between the provisions of <u>Exhibit "B"</u> and any other provisions of this Agreement, the provisions of <u>Exhibit "B"</u> shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, the City, on behalf of the District, agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Fifteen Thousand Dollars (\$15,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. The District shall reimburse the City for such payments to the Consultant pursuant to an Administrative Reimbursement Agreement, entered into between the District and the City related to administration of the District.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the District. Coordination of the performance of the work with District is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month in a form approved by District's Executive Director or its designee. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice District for any duplicate services performed by more than one person.

District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, or as provided in Section 7.3, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to District warrant run procedures, the District cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Review and payment by District for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as <u>Exhibit "D"</u> and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 <u>Force Majeure.</u>

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Larry Kosmont, President and CEO	
(Name)	(Title)

Joseph Dieguez, Senior Vice President	
(Name)	(Title)
Dan Massiello, Senior Vice President	
(Name)	(Title)
Stephanie Ontiveros, Vice President	
(Name)	
	(Title)
Lohita Turlapati, Project Analyst	
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for District to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of District. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify District of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be <u>Saied Naaseh</u>, <u>Project Manager</u> or such person as may be designated by the Executive Director. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by District to the Contract Officer. Unless otherwise specified herein, any approval of District required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the

Executive Director, to sign all documents on behalf of the District required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the District nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. District shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 <u>Prohibition Against Subcontracting or Assignment.</u>

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of District.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all appointed officers, employees and agents of District:

(a) <u>General Liability Insurance (Occurrence Form CG0001 or equivalent)</u>. A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.
- (c) <u>Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent)</u>. A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.
- (d) <u>Professional Liability</u>. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the District submit written evidence of this continuous coverage.
- (e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.
- (f) <u>Additional Insurance</u>. Policies of such other insurance, as may be required in the Special Requirements in <u>Exhibit "B"</u>.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the District, its appointed officers, employees and agents as additional insureds and any insurance maintained by District or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the District, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the District. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the District with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. District reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to District.

All certificates shall name the District as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]			
_	Consultant Initials		

District, its respective appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, and their respective appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to District.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, 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 negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Consultant 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;
- (b) Consultant will promptly pay any judgment rendered against the District, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the District, its officers, agents, and employees harmless therefrom;
- (c) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the District, its officers, agents or employees, any and all costs and expenses incurred by the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify District hereunder therefore, and failure of District to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of District's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from District's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Executive Director due to unique

circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the District, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to District and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to District, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the District in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the District is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights

of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the District's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify District for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the District.

6.4 Confidentiality and Release of Information.

- (a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from the Contract Officer.
- (b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the District Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- (c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.
- (d) Consultant shall promptly notify District should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 <u>Disputes; Default.</u>

In the event that Consultant is in default under the terms of this Agreement, the District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the District may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes District to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect District as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 <u>Legal Action.</u>

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to District, except that where termination is due to the fault of the District, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 <u>Non-liability of District Officers and Employees.</u>

No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

No officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the Executive Director and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 <u>Interpretation.</u>

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the PFA. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of District has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of District participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any District official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any District official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

	DISTRICT:
	CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT, a California financing district
ATTEST:	Lula Davis-Holmes, Chair
District Secretary	
	CONSULTANT:
	KOSMONT & ASSOCIATES, INC.
	By: Name: Title:
	By:Name: Title: Address:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

bove writt	ten.		-	•	year firs
		David Robo	erts, City Manag	er of the City of	 f Carson

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA			
COUNTY OF LOS ANGELES			
On	is/her/their authorized capacity(ies), and that by his/her/their		
I certify under PENALTY OF PERJURY under the laws of and correct.	the State of California that the foregoing paragraph is true		
WITNESS my hand and official seal.			
Signature:			
OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.			
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT		
TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT	TITLE OR TYPE OF DOCUMENT		
TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER	NUMBER OF PAGES		
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT		
	SIGNER(S) OTHER THAN NAMED ABOVE		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA		
COUNTY OF LOS ANGELES		
On, 2023 before me,, personally appeared, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		
I certify under PENALTY OF PERJURY under the laws of and correct.	the State of California that the foregoing paragraph is true	
WITNESS my hand and official seal.		
Signature:		
OPTIONAL Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.		
CAPACITY CLAIMED BY SIGNER INDIVIDUAL CORPORATE OFFICER	DESCRIPTION OF ATTACHED DOCUMENT	
TITLE(S) PARTNER(S) LIMITED GENERAL ATTORNEY-IN-FACT	TITLE OR TYPE OF DOCUMENT	
TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER	NUMBER OF PAGES	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT	
	SIGNER(S) OTHER THAN NAMED ABOVE	

EXHIBIT "A" SCOPE OF SERVICES

- I. Consultant will perform on-call infrastructure financing consulting services as requested by the District, as follows:
 - Task 1: Preparation of the District's Annual Report in accordance with Government Code Section 53398.50 et seq. (the "EIFD Law")

Consultant will prepare the District's Annual Report in accordance with the EIFD Law, with sufficient timing such that staff and legal counsel can review in advance of the 30-day advanced noticing required for the PFA public hearing on the Annual Report.

Task 2: Providing general consultation on EIFD technical matters

Consultant will provide general consultation on EIFD technical matters including, but not limited to, scoping and prioritization of projects for EIFD funding, and complementary funding and economic development strategies.

Task 3: Updating and Revising Financial and Fiscal Projections, including Tax Increment Revenue Analysis

Consultant will assist with preparation and presentation of EIFD materials and Analysis as appropriate. Consultant will update and refine tax increment projections and related funding and financing analysis, in order to reflect participating taxing entity tax increment dedications and supplementary funding sources and financing mechanisms.

Task 4: Performing real estate fiscal and financial analysis

Consultant will prepare real estate fiscal and financial analysis in connection with EIFD projects and other related tasks that may be requested by the District.

- Task 5: Attendance at public meetings, as agreed upon by Consultant and EIFD
- Task 6: Initiating or implementing special projects, programs, or strategies to further the goals of the District
- Task 7: Any other as-needed EIFD advisory support as available budget may allow
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:
 - A. Task 1 Deliverables: Annual Report
 - B. Other Task Deliverables: As needed, financial or real estate analysis documents, including EIFD tax increment revenue analysis.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the District updated of the status of performance by delivering the following status reports:
 - A. As needed, upon request of Contract Officer.
- IV. All work product is subject to review and acceptance by the District, and must be revised by the Consultant without additional charge to the District until found satisfactory and accepted by District.
- V. Consultant will utilize the following personnel to accomplish the Services:
 - A. Larry Kosmont
 - B. Joseph Dieguez
 - C. Dan Massiello
 - D. Stephanie Ontiveros
 - E. Lohita Turlaphati

EXHIBIT "B" SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

[NOT APPLICABLE]

EXHIBIT "C" SCHEDULE OF COMPENSATION

I. Consultant shall perform the following on-call services at the following rates:

SUB-BUDGET

A. Task 1	Up to \$5,000
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B. Other Potential Up to \$10,000.00 On-Call Tasks

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.
- III. The District will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B. Line items for all materials and equipment properly charged to the Services.
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$15,000.00, as provided in Section 2.1 of this Agreement.
- V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1" PERSONNEL BILLING RATES

LABOR CATEGORY	HOURLY RATE
CHAIRMAN AND CEO	\$445.00 / HOUR
SENIOR VICE PRESIDENT	\$350.00 / HOUR
VICE PRESIDENT	\$225.00 / HOUR
PROJECT ANALYST	\$165.00 / HOUR

EXHIBIT "D" SCHEDULE OF PERFORMANCE

Consultant shall perform all services timely in accordance with the following schedule:

<u>Deadline Date (subject to modification based on date of authorization)</u>

- A. Task 1 At least 8 weeks prior to the date of the annual Carson EIFD PFA meeting where the Annual Report would be presented
- B. All Other TBD by Contract Officer On-Call Tasks
- II. Consultant shall deliver the following tangible work products to the District by the following dates.
 - **A.** Task 1 Deliverables: At least 8 weeks prior to the date of the annual Carson EIFD PFA meeting where the Annual Report would be presented.
 - **B.** All Other On-Call Tasks: As requested by the District.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

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

MEETING OF: JUNE 12, 2023

Item No. 4

SUBJECT: ANNUAL MEETING PURSUANT TO THE CARSON EIFD BYLAWS (NO

EXPIRING TERMS)

I. SUMMARY

In accordance with the Amended and Restated Bylaws ("Bylaws") of the Carson EIFD adopted under Resolution No. 22-002 (Exhibit No. 1), the PFA must meet at least annually, at an agreed upon time and place ("Annual Meeting"), for the purpose of adopting an annual report on or before June 30 of each year after holding a public hearing. Today's June 12, 2023, meeting is the Carson EIFD's Annual Meeting.

Additionally, during this Annual Meeting, the PFA shall also elect Officers eligible for election to replace those whose terms will expire at the end of the fiscal year. Officers of the Carson EIFD include the Chair, Vice-Chair and the Secretary.

The Chair shall be the highest-ranking City officer that is on the Authority Board (i.e. Mayor, Mayor Pro-Tem, Councilmember in that order). The Vice Chair shall be the highest-ranking County officer that is on the Authority Board (i.e., County Supervisor or County's Supervisor Designee). Officers shall serve two-year terms, except that the position of Chair and Vice Chair shall serve for as long as such person is on the PFA and meets the foregoing definition. The current Secretary's term does not end until June 30, 2024. Therefore, there are no eligible Officers currently eligible for election at this year's Annual Meeting.

II. RECOMMENDATION

TAKE the following actions:

1. RECEIVE and FILE

III. ALTERNATIVES

TAKE another action the Carson EIFD PFA deems appropriate.

IV. BACKGROUND

None.

V. EXHIBITS

- 1. Resolution No. 22-002 (pgs. 2-9)
 - a. Amended and Restated Bylaws

Prepared by: <u>James Nguyen, Special Projects Manager</u>

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

PUBLIC FINANCING AUTHORITY

RESOLUTION NO. 22-002

A RESOLUTION OF THE PUBLIC FINANCING AUTHORITY OF THE CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT APPROVING THE PUBLIC FINANCING AUTHORITY AMENDED AND RESTATED BYLAWS

WHEREAS, the Public Financing Authority (the "PFA") of the City of Carson Enhanced Infrastructure Financing District (the "Carson EIFD"), pursuant to Resolution No. 21-005 adopted on June 14, 2021 ("Resolution Approving Bylaws"), approved the bylaws (the "Bylaws") for governing the actions of the PFA; and

WHEREAS, the City of Carson staff and the County of Los Angeles staff have proposed changes to the Bylaws that, in summary, pertain to PFA membership roles, officer duties, approval authority and other related matters (the "Amended and Restated Bylaws); and

WHEREAS, the PFA now desires to approve the Amended and Restated Bylaws.

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

- The recitals hereto are true and correct and incorporated herein by this reference.
- 2. The PFA hereby adopts the Amended and Restated Bylaws attached hereto as Attachment "A" by this reference incorporated herein.
- The Amended and Restated Bylaws shall be kept with the records of the PFA and the Carson EIFD.
- 4. The Effective Date of the Amended and Restated bylaws shall be the date that the Amended and Restated bylaws is approved by both the Carson City Council and the County of Los Angeles Board of Supervisors.

PASSED, APPROVED, and ADOPTED this 16th day of May, 2022.

Lula Davis-Holmes, Chair

Katie Pandolfo, Secretary

ATTEST

SECRETARY

I HEREBY CERTIFY that the foregoing Resolution No. 22-002 was adopted by votes of the City of Carson Enhanced Infrastructure Financing District Public Financing Authority at its regular meeting on May 16, 2022, by the following vote.

AYES: 3 NOES: 0 ABSENT: 0 ABSTAIN: 0

Katie Pandolfo. Secretar

ATTACHMENT "A" AMENDED AND RESTATED BYLAWS

[see attached]

AMENDED AND RESTATED BYLAWS City of Carson Enhanced Infrastructure Financing District Public Finance Authority

ARTICLE I — NAME AND PURPOSE

Section 1 — Name: The name of the governing body for the City of Carson Enhanced Infrastructure Financing District (District) shall be the City of Carson Enhanced Infrastructure Financing District Public Financing Authority (Authority). The District is a legally constituted local governmental entity separate and distinct from the City of Carson (City) and the County of Los Angeles (County), subject to the Ralph M. Brown Act (open meeting laws), as well as the California Public Records Act and Political Reform Act of 1974. The District was established for the sole purpose of financing public facilities, remediation, affordable housing or other projects as authorized by Chapter 2.99 of the California Government Code (the "EIFD Law").

Section 2 — Purpose: The District is organized exclusively for implementing the District Infrastructure Financing Plan (Plan) prepared and adopted pursuant to Sections 53398.59 – 53398.74 of the Government Code.

ARTICLE II — MEMBERSHIP

Section 1 — Membership: The Authority shall consist of a Board of Directors (collectively, the "Authority Board" or individually, "Directors") comprised of two members of the City Council of the City, one member of the County of Los Angeles ("County") Board of Supervisors or his/her designee and two members of the public, one chosen by the City Council and one chosen by the County Board of Supervisors ("County Supervisors"). Members of the public with respect to the City shall be appointed by a majority vote of the Council and shall serve at the pleasure of the County shall be appointed by a majority of the County Supervisors and shall serve at the pleasure of the County Supervisors.

Section 2 — Alternates: The County Supervisor appointed to the Authority Board may designate, in writing submitted to the Chair of the Authority Board, a Deputy or other official in that Supervisor's District Office to act for him or her and represent him or her at any or all meetings of the Authority Board.

Section 3 — Authority Board Role and Compensation: The Authority Board is responsible for overall policy and direction of the District and delegates responsibility of day-to-day operations to staff of the City. Directors shall receive no compensation for their service on the Authority Board, but may receive reimbursement for actual and necessary expenses incurred in the performance of their official duties pursuant to Section 53398.51.1(c) of the Government Code.

Section 4 — Vacancies: When a vacancy on the Authority Board exists, the Chair of the Authority Board shall notify the Chair of the County Board of Supervisors and or Mayor of the City and request that a replacement be approved by the applicable body to fill the vacancy. Vacancies of public members shall be filled in compliance with Government Code Section 54974.

Section 5 — Resignation: Resignation from the Authority Board must be in writing and received by the Secretary and delivered to the City Council or Board of Supervisors, as appropriate.

ARTICLE III - MEETINGS

Section 1 — Meetings and notice: All meetings of the Authority Board shall be noticed in accordance with the Ralph M. Brown Act. The Authority Board shall meet at least annually, at an agreed upon time and place, for the purpose of adopting an annual report on or before June 30 of each year after holding a public hearing. The Authority may hold remote meetings as provided by law.

Section 2 — Quorum: A majority of the total membership of the Authority Board constitutes a quorum for the transaction of business. No act of the Authority Board shall be valid or binding unless a majority of all the Directors are present. The abstention or recusal of a Director who is nonetheless present for discussion and voting on an item shall not affect the presence of a quorum.

Section 3 — Special meetings: Special meetings of the Authority Board shall be called and held in accordance with the Ralph M. Brown Act.

Section 4 — Robert's Rules: The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Authority Board meetings in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any applicable federal, State and local laws, including but not limited to, the Ralph M. Brown Act. Failure to follow the parliamentary rules of procedures as prescribed in Robert's Rules of Order Newly Revised shall not invalidate any action taken by the Authority Board.

Section 5 — Public Participation: Members of the public may address the Authority Board on a particular agenda item or during public comment by submitting a written request to Authority Board staff. A person requesting to address the Authority Board will be allowed a total of three (3) minutes per item. The Chair may, in his or her sole discretion, subject to action by a majority of the Authority Board, choose to limit or expand public testimony as necessary to ensure the Authority Board's ability to conduct its business in a reasonably efficient manner. Notwithstanding the previous sentence, public participation in remote on-line meetings may be as permitted by law.

ARTICLE IV - OFFICERS

Section 1 — Officers and Duties: There shall be three Officers of the Authority Board (or staff of the City, acting for the Authority), consisting of a Chair, Vice-Chair, and Secretary. Their duties are as follows:

- The Chair shall convene regularly scheduled Authority Board meetings, shall
 preside or arrange for other members of Authority Board to preside at each
 meeting in the following order: Chair, Vice-Chair, Secretary. The Chair shall be
 the highest ranking City officer that is on the Authority Board (i.e. Mayor, Mayor
 Pro-Tem, Councilmember in that order)
- The Vice Chair shall be the highest ranking County officer that is on the Authority Board (i.e., County Supervisor or County's Supervisor Designee). If there are no County officers on the Authority Board, the Vice Chair shall be the second highest ranking City officer that is on the Authority Board (i.e. Mayor Pro-Tem, Councilmember in that order).
- The Secretary shall be responsible for keeping records of Authority Board actions, including overseeing the taking of minutes at all Authority Board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Director, and assuring that Authority records are maintained. The Executive Director of the Authority or his/her designee or the Community Development Director of the City shall designate the Assistant Secretary of the Authority Board, and the Assistant Secretary shall undertake all the duties on behalf of the Secretary. The Authority may only direct the Secretary or Assistant Secretary, as secretary to take such actions as required of such officer hereunder, under the EIFD Law, and election functions in accordance with Government Code Section 53398.70 or as otherwise allowed under law or permitted by the City Council.

Section 2 — Terms: All Officers except the Assistant Secretary (who shall serve as long as so designated), shall serve two-year terms, except that the position of Chair and Vice Chair shall serve for as long as such person is on the Authority Board and meets the definition above. To the extent a vacancy occurs, the Authority Board may appoint a new officer. The initial officers designated in Resolution No. 21-001, except the initial Vice Chair, shall remain in office until June 30, 2022. The Vice Chair shall be the designee of the member of County Board of Supervisors.

Section 3 — Authority Board Officer Elections: During the annual meeting, the Authority Board shall elect Officers eligible for election to replace those whose terms will expire at the end of the fiscal year. This election shall take place during a regular meeting of the Authority Board, called in accordance with the provisions of these bylaws.

Section 4 — Election procedures: Officers eligible for election shall be elected by a majority of Directors present at a meeting of the Authority Board, provided there is a quorum present. Officers so elected shall begin serving a term beginning on the first day of the next fiscal year or as otherwise directed by the Authority Board.

Section 5 — Vacancies: When a vacancy in an Officer position occurs, the Chair of the

Authority Board shall call an election to fill the vacancy at the next meeting of the Authority Board, provided there is a quorum present. An officer so elected shall serve for the remainder of the term of the Officer who vacated the position.

Section 6 – Endorsements: Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof approved by the Authority Board to be executed or entered into between the Authority Board and any other person, when signed by an Officer, shall be valid and binding on the Authority Board in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by resolution of the Authority Board, and, unless so authorized by the Authority Board, no officer, agent or employee shall have any power or authority to bind the Authority Board or the District by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

ARTICLE V — DIRECTOR AND STAFF

Section 1 — Executive Director: The City Manager of the City of Carson shall act as Executive Director of the Authority.

Section 2 — Executive Director Responsibilities: Under the direction of the Authority Board, the Executive Director has day-to-day responsibilities for the District, including carrying out the organization's goals and policies. The Executive Director or his/her designee will attend all Authority Board meetings, report on the progress of the District, answer questions of the Directors and carry out the duties described in the job description. The Authority Board can designate other duties as necessary.

Section 3 — Other Staff. The Executive Director may utilize other City staff to carry out the work of the District as needed.

ARTICLE VI — AMENDMENTS

Section 1 — Amendments: Any provision of these bylaws may be amended when necessary by majority vote of the Authority Board.

ARTICLE VII - CITY COUNCIL RECOMMENDATIONS

Section 1 — *Recommendations:* The following actions of the Authority Board must be preceded by recommendations of the City Council of the City of Carson:

(a) The commitment or determination to fund projects with District funds (tax increment or bond proceeds), including infrastructure projects, housing or development projects, except for any projects designated in the infrastructure financing plan as "County Projects". Such recommendations shall include information, among other items, related to amount, scope and timing of the funding.

- (b) Amendments to the Bylaws related to ARTICLE II MEMBERSHIP (Section 1 – Membership) and ARTICLE VII – CITY COUNCIL RECOMMENDATIONS.
- (c) Any expenses of the EIFD in excess of \$25,000 not linked to an item in (a) through (b) of this Article VII.

ARTICLE VIII BOARD OF SUPERVISORS RECOMMENDATIONS

Section 1 — Recommendations: The following actions of the Authority Board must be preceded by recommendations of the Board of Supervisors of the County of Los Angeles, or its designee:

- (a) Any changes to the commitment of the District, County and City to affordable housing (20% commitment) or projects designated as "County Projects" in the infrastructure financing plan, or any amended infrastructure financing plan, including the Victoria Golf Course Approved Remediation and Infrastructure Projects.
- (b) Amendments to the Bylaws related to ARTICLE II MEMBERSHIP (Section 1
 Membership) and ARTICLE VIII BOARD OF SUPERVISORS RECOMMENDATIONS.

ARTICLE IX - EXPENSES

All of the City expenses incurred in forming the EIFD and administrating the EIFD may be paid by funds of the EIFD so long as such expenses are permitted under applicable laws.

CERTIFICATION

These Amended and Restated bylaws were approved at a meeting of the Authority Board by a majority vote on May 16, 2022

For Secretary

Date

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

MINUTES PUBLIC FINANCING AUTHORITY REGULAR MEETING August 1, 2022 11:00 A.M.

CALL TO ORDER:

The meeting was called to order at 11:10 A.M. by Chair Lula Davis-Holmes via Zoom teleconference.

ROLL CALL:

Acting Assistant Secretary Laura Gonzalez called the roll:

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

Also Present via Zoom teleconference telephone: City Manager David Roberts, Director of Community Development Saied Naaseh, Authority Counsel Anita Luck, Assistant Authority Counsel Payam Mostafavi, IEFD Consultant Joe Dieguez, Robert (Bob) Moran LA County Staff representative, Project Manager James Nguyen, Acting Assistant Secretary Laura Gonzalez.

STAFF ORAL COMMUNICATIONS - None

INTRODUCTIONS/PRESENTATIONS - None

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

CONSENT (Item No. 1):

Item No. 1 Adoption of Resolution No. 22-004 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

Upon motion by Chair Lula Davis-Holmes, seconded by Board Member Pandolfo, the Board unanimously approved Resolution No. 22-004.

APPROVAL OF MINUTES (Item No. 2)

Item No. 2 Approval of May 16, 2022, Regular Meeting of the Carson EIFD Public Financing Authority Minutes

Upon motion by Board Member Dear, seconded by Board Member Pandolfo, the Board unanimously approved the minutes for the Regular Meeting held on May 16, 2022.

Carson EIFD Public Financing Authority Regular Meeting-11:00 A.M. August 1, 2022 Page | 1

PUBLIC HEARING (Item No. 3)

Item No. 3 Third Public Hearing of the Public Financing Authority to conduct a protest proceeding to consider whether the landowners and residents within the Infrastructure Financing Plan area wish to present oral or written protests against the adoption of the Infrastructure Financing Plan

Chair Lula Davis-Holmes read the title for Item No. 3, as shown above. She then opened the public hearing and asked if there are any public comments on this item. Director Saied Naaseh stated that there are no comments from the public.

Project Manager, James Nguyen gave a brief oral presentation of Item No. 3 and stated that there are no comments received from the public.

Upon motion by Board Member Dear, seconded by Board Member Pandolfo, and unanimously approved the Infrastructure Financing Plan.

ORAL COMMUNICATIONS

Vice Chair Torosis stated that, going forward, a good example and precedent should be set and that there should be clear communication with the public. She added that the public needs to be aware, engaged, and be able to use the EIFD tool as the best practice.

DISCUSSION (Item No. 4)

Item No. 4 Adoption of Resolution No. 22-005 Adopting the Infrastructure Financing Plan, Forming the Carson EIFD, Authorizing a Judicial Validation Action, and Authorizing Certain Other Actions Relating Thereto

Chair Lula Davis-Holmes read the title for Item No. 4, as shown above.

Director Saied Naaseh stated that this is the last step in the formation of the Carson EIFD.

Project Manager James Nguyen gave a brief presentation of Item No. 4.

Upon motion by Board Member Dear , seconded by Vice Chair Torosis, the Authority unanimously approved the adoption of Resolution No. 22-005.

MEMBERS ORAL COMMUNICATIONS

Board Member Jim Dear asked when the next meeting will take place.

Authority Council Anita Luck responded that they will likely meet again once the approval of financing some projects starts for the EIFD. She added that they will be meeting once a year to approve the part of the

Carson EIFD Public Financing Authority Regular Meeting-11:00 A.M. August 1, 2022 Page | 2 order that talks about the PFA (Public Financing Authority) or the budget. Then, there will be more meetings as projects come to be financed or bonds come to be issued.

Board Member Jim Dear congratulated all the Board Members, counsel, technical staff, and Community Development staff. He added that residents of City of Carson and the residents of Los Angeles County are going to benefit from the work of this Authority.

Chair Lula Davis-Holmes thanked Los Angeles County Board Members, the assistant city attorney, and staff.

Vice Chair Caroline Torosis said the county is committed to making sure they see these projects happen. They want to show that EIFD really works. She is very excited to get projects flowing sooner rather than later.

Member Angela Reddock-Wright concurred with Vice Chair Caroline Torosis' comments and expressed her appreciation for the opportunity to be part of the Authority.

Chair Lula Davis-Holmes congratulated Member Angela Reddock-Wright for all the awards she has been receiving and for a job well done. She thanked Director Saied and the assistant city attorney for their hard work.

STAFF ORAL COMMUNICATION

Director Saied Naaseh thanked Project Manager James Nguyen, Assistant Authority Counsel Payam Mostafavi, EIFD Consultant Joe Dieguez, along with LA County Staff Representative Bob Moran, for working really hard to put this together. He stated that this is a big accomplishment, and he is proud of his team.

ADJOURNMENT

Having no more business to transact.	Chair Lula Davis-Holmes ad	iourned the meeting at 11:27 AM.
That might be more business to transact	Chan Laid Davis Homes ad	journed the meeting at 11.27 This.

	Lula Davis-Holmes, Chairperson
ATTEST:	
Laura Gonzalez	
Recording Assistant Secretary	

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

MEETING OF: JUNE 12, 2023

Item No. 6

SUBJECT: ADOPTION OF RESOLUTION NO. 23-001 ADOPTING THE ANNUAL

REPORT FOR THE CARSON ENHANCED INFRASTRUCTURE

FINANCING DISTRICT FOR FISCAL YEAR 2022-2023

I. SUMMARY

In accordance with Government Code Section 53398.66(j)(2) and (3), staff has prepared this Annual Report for Fiscal Year 2023-2024 for the City of Carson Enhanced Infrastructure Financing District (EIFD) ("Annual Report") Public Financing Authority (PFA) (Carson EIFD PFA).

State law requires that the Annual Report for Fiscal Year 2022-2023 be approved by the Carson EIFD PFA through a public hearing process. The law also requires the draft Annual Report to be mailed out to all property owners and residents within the EIFD boundaries and posted to the website (https://ci.carson.ca.us/communitydevelopment/EIFD.aspx) at least 30 days prior to the public hearing date. The Affidavit of Mailing, Posting and Publication under the enclosed Exhibit No. 1 confirms that these requirements were met. Because the Carson EIFD formed this fiscal year, there are no revenues and expenditures to report.

II. RECOMMENDATION

TAKE the following actions:

- 1. OPEN the public hearing.
- 2. TAKE public testimony.
- 3. CLOSE the public hearing.
- 4. ADOPT Resolution No. 23-001

III. ALTERNATIVES

TAKE another action the Carson EIFD PFA deems appropriate.

IV. BACKGROUND

None.

V. EXHIBITS

- 1. Proof of Publications (pgs. 2-8)
- 2. Resolution No. 23-001 (pgs. 9-14)
 - a. Carson EIFD Annual Report for Fiscal Year 2022-2023 (pgs. 12-14)

Prepared by: <u>James Nguyen, Special Projects Manager</u>

AFFIDAVIT OF MAILING, POSTING AND PUBLICATION (ANNUAL REPORT)

CITY OF CARSON ON BEHALF OF THE

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY

The undersigned, Laura Gonzalez, Acting Assistant Secretary of the Public Financing Authority, on behalf of the City of Carson Enhanced Infrastructure Financing District Public Financing Authority, does hereby certify and declare:

- (a) That on the 8th day of May, 2023, I mailed by U.S. Mail, postage prepaid, that certain notice of public hearing attached hereto as Exhibit "A" to all residents, property owners and affected taxing entities within the proposed boundaries of the proposed City of Carson Enhanced Infrastructure Financing District ("EIFD").
- (b) That on 9th day of May, 2023, the notice attached hereto as Exhibit "B" was posted on the City of Carson website at least 30 days prior to the June 12, 2023.
- (c) That on 10th day of May, 2023, the notice attached hereto as Exhibit "C" was published in the *Daily Breeze*, a newspaper adjudicated as one of general circulation in the County of Los Angeles.

Dated: June 8, 2023

Laura Gonzalez, City of Carson

Acting Assistant Secretary of Public

Financing Authority

EXHIBIT A

NOTICE OF PUBLIC HEARING MAILED TO LANDOWNERS, RESIDENTS, AND TAXING ENTITIES

NOTICE IS HEREBY GIVEN that the Public Financing Authority (PFA) of the Carson Enhanced Infrastructure Financing District (Carson EIFD) and City Staff on behalf of the City will hold a meeting and public hearing at 11:00 a.m., Monday, June 12, 2023, to consider any written and oral comments and take action to adopt the Carson EIFD Annual Report for Fiscal Year 2022-2023 ("Annual Report"). The meeting will be located at the Helen Kawagoe Council Chambers (2nd Floor), Carson City Hall, 701 E. Carson Street, Carson, California 90745.

Pursuant to Government Code Section 53398.66(j)(2)-(3), the Carson EIFD is required to report annually certain information to the PFA and the public on or before June 30, 2023. A copy of the draft Annual Report is now available on the Carson EIFD's website: https://ci.carson.ca.us/community/development/EIFD.aspx and at the City of Carson Community Development Department located in Carson City Hall at 701 East Carson Street, Carson, California 90745. The public is welcome to provide any relevant comments to the PFA on the draft Annual Report.

Any person having any questions or comments on the draft Annual Report may contact the Carson EIFD as provided below.

- 1. Email: You can email questions or comments to jnguyen@carsonca.gov.
- 2. Telephone: You can record your questions or comments at (310) 952-1700 Ext. 1310.
- 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).
- 4. Live Participation at the Public Hearing.

NOTE: Members of the public wishing to observe the meeting live will be able to do so by watching it on the City's PEG television channel (Channel 35 on Charter or Channel 99 on AT&T for Carson residents) or via live streaming on the City's website, http://ci.carson.ca.us/).

If you wish to legally challenge any action taken by the PFA on the above matter, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the PFA at, or prior to, the public hearing as provided above.

This notice constitutes the notice required pursuant to Government Code Section 53398.66(j)(2).

DATED: This 8th day of May 2023 Laura Gonzalez, Assistant Secretary

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Public Financing Authority (PFA) of the Carson Enhanced Infrastructure Financing District (Carson EIFD) and City Staff on behalf of the City will hold a meeting and public hearing at 11:00 a.m., Monday, June 12, 2023, to consider any written and oral comments and take action to adopt the Carson EIFD Annual Report for Fiscal Year 2022-2023 ("Annual Report"). The meeting will be located at the Helen Kawagoe Council Chambers (2nd Floor), Carson City Hall, 701 E. Carson Street, Carson, California 90745.

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This notice constitutes the notice required pursuant to Government Code Section 53398.66(j)(2).

DATED: This 8th day of May 2023 Laura Gonzalez, Assistant Secretary CARSON EIFD PFA (06.12.23) Item No. 6 - Page 4 of 14

EXHIBIT B

NOTICE OF PUBLIC HEARING POSTED ON WEBSITE



NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Public Financing Authority (PFA) of the Carson Enhanced Infrastructure Financing District (Carson EIFD) and City Staff on behalf of the City will hold a meeting and public hearing at 11:00 a.m., Monday, June 12, 2023, to consider any written and oral comments and take action to adopt the Carson EIFD Annual Report for Fiscal Year 2022-2023 ("Annual Report"). The meeting will be located at the Helen Kawagoe Council Chambers (2nd Floor), Carson City Hall, 701 E. Carson Street, Carson, California 90745.

Pursuant to Government Code Section 53398.66(j)(2)-(3), the Carson EIFD is required to report annually certain information to the PFA and the public on or before June 30, 2023. A copy of the draft Annual Report is now available on the Carson EIFD's website: https://ci.carson.ca.us/communitydevelopment/EIFD.aspx and at the City of Carson Community Development Department located in Carson City Hall at 701 East Carson Street, Carson, California 90745. The public is welcome to provide any relevant comments to the PFA on the draft Annual Report.

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- 4. Live Participation at the Public Hearing.

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If you wish to legally challenge any action taken by the PFA on the above matter, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the PFA at, or prior to, the public hearing as provided above.

This notice constitutes the notice required pursuant to Government Code Section 53398.66(j)(2).

DATED: This 8 day of May 2023 Laura Gonzalez, Assistant Secretary

EXHIBIT C

NOTICE OF PUBLIC HEARING PUBLISHED IN THE DAILY BREEZE

NOTICE IS HEREBY GIVEN that the Public Financing Authority (PFA) of the Carson Enhanced Infrastructure Financing District (Carson EIFD) and City Staff on behalf of the City Will hold a meeting and public hearing at 11:00 a.m., Monday, June 12, 2023, to consider any written and oral comments and take action to adopt the Carson EIFD Annual Report for Fiscal Year 2022-2023 ("Annual Report"). The meeting will be located at the Helen Kawagoe Council Chambers (2nd Floor), Carson City Hall, 701 E. Carson Street, Carson, California 90745.

Pursuant to Government Code Section 53398.66(1)(2)-(3), the Carson Pursuant to Government Cade Section 53398.66(1) (2)-(3), the Carson EIFD is required to report annually certain information to the PFA and the public on or before June 30, 2023. A copy of the draft Annual Report is now available on the Carson EIFD's website: https://cl.carson.ca.us/communitydevelopment/EIFD.aspx and at the City of Carson Community Development Department located in Carson City Hall at 701 East Carson Street, Carson, California 90745. The public is welcome to provide any relevant comments to the PFA on the draft Annual Report.

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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). 4. Live Participation at the Public Hearing.

NOTE: Members of the public wishing to observe the meeting live will be able to do so by watching it on the City's PEG television channel (Channel 35 on Charter or Channel 99 on AT&T for Carson residents) or via live streaming on the City's website, http://ci.carson.ca.us/).

If you wish to legally challenge any action taken by the PFA on the above matter, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the PFA at, or prior to, the public hearing as provided above.

This notice constitutes the notice required pursuant to Government Code Section 53398.66(1)(2).

DATED: This 8th day of May 2023 Laura Gonzalez, Assistant Secretary Daily Breeze Published: 5/10/23

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

PUBLIC FINANCING AUTHORITY

RESOLUTION NO. 23-001

A RESOLUTION OF THE PUBLIC FINANCING AUTHORITY OF THE CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT ADOPTING THE ANNUAL REPORT FOR THE FISCAL YEAR 2022-2023

WHEREAS, in accordance with Government Code Sections 53398.66(j)(2) and (3), the Public Financing Authority (the "PFA) of the City of Carson Enhanced Infrastructure Financing District (the "District") prepared its annual report for fiscal year 2022-2023 (the "Annual Report"); and

WHEREAS, in accordance with Government Code Section 53398.66(j)(2), at least 30 days prior to the public hearing the Annual Report was posted on the District's website and notice of its availability was mailed to property owners and residents within the area covered by the Infrastructure Financing Plan of the District and to participating taxing agencies; and

WHEREAS, the Board of Directors of the PFA has conducted a public hearing on the Annual Report; and

WHEREAS, based on the foregoing, the PFA has determined at this time to adopt the Annual Report.

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

- 1. The PFA hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the PFA's adoption of this Resolution.
- 2. That the Annual Report for fiscal year 2022-2023 of the City of Carson Enhanced Infrastructure Financing District in the form attached hereto as Exhibit A and made a part hereof by reference is hereby approved.
- 3. The Chair of the Board of Directors shall sign and the Secretary shall certify to the passage and adoption of this Resolution.
 - 4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 12th day of June, 2023.

	CHAIR	
ATTEST:		

SECRETARY		
I HEREBY CERTIFY that the fore the City of Carson Enhanced Infrastruct regular meeting on June 12, 2023, by the	regoing Resolution No. 23-001 was adopted by vot cture Financing District Public Financing Authority e following vote.	es of at its
AYES: NOES: ABSENT: ABSTAIN:		
	SECRETARY	

Exhibit A

Fiscal Year 2022-23 Annual Report

City of Carson Enhanced Infrastructure Financing District (Carson EIFD)

Annual Report for Fiscal Year 2022-2023

June 2023

OVERVIEW

Pursuant to Government Code section 53398.66(j)(2)-(3), the Public Financing Authority ("PFA") of the City of Carson Enhanced Infrastructure Financing District ("Carson EIFD") is required to adopt an annual report on or before June 30th of each year after holding a public hearing. This Annual Report is issued in accordance with the requirements of the Enhanced Infrastructure Financing District law.

A public hearing on this annual report will be held before the PFA on Monday, June 12, 2023, at 11:00 AM at the Helen Kawagoe Council Chambers (2nd Floor), Carson City Hall, 701 E. Carson Street, Carson, California 90745.

Purpose. The Carson EIFD encompasses approximately 1,735 acres of land, representing approximately 14% of the City's total 12,141 acres. The purpose of the Carson EIFD is to assist in the provision of public facilities of communitywide significance that provide significant benefits, assist in the remediation of property, the development of affordable housing and promote economic development in the Carson EIFD and the City of Carson. The goals are described in the Infrastructure Financing Plan ("IFP"). The IFP further describes the boundary of the Carson EIFD, the facilities and development anticipated to occur within the EIFD, the contributions of property tax increment from the City of Carson and County of Los Angeles, the plan for financing the facilities and for issuing debt, the proposed fiscal impact on participating taxing entities, and other items required by Government Code Section 53398.63.

Background. The Carson EIFD IFP was approved by the City of Carson City Council on July 5, 2022, and by the County of Los Angeles Board of Supervisors on July 12, 2022. The IFP received final approval by the PFA on August 1, 2022 to form the Carson EIFD.

This Annual Report summarizes the following annual reporting information for each of the following:

- 1. **Projects Undertaken in the Fiscal Year.** A description of the projects undertaken in the fiscal year, including any rehabilitation of structures, and a comparison of the progress expected to be made on those projects compared to the actual progress.
- 2. **Actual Revenues and Expenses Comparison.** A chart comparing the actual revenues and expenses, including administrative costs, of the public financing authority to the budgeted revenues and expenses.
- 3. Tax Increment Revenues Received. The amount of tax increment revenues received.
- 4. **Status of EIFD IFP projects.** An assessment of the status regarding completion of the enhanced infrastructure financing district's projects.
- 5. **Assistance to Private Businesses.** The amount of revenues expended to assist private businesses.

City of Carson Enhanced Infrastructure Financing District (Carson EIFD)
Annual Report for Fiscal Year 2022-2023
Page 2 of 2

Reporting Requirements

Formation of the Carson EIFD was completed this Fiscal Year 2022-2023. To date, the Carson EIFD has not undertaken any of the infrastructure projects set forth in the Infrastructure Financing Plan.

- 1. Projects Undertaken in the Fiscal Year. None.
- 2. Actual Revenues and Expenses Comparison. None.

Fiscal Year 2022-2023	\$ Amount
Revenue	\$0
Expenses	\$0

- 3. Tax Increment Revenues Received. None.
- 4. Status of EIFD IFP projects. None.
- 5. Assistance to Private Businesses. None.

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

MEETING OF: JUNE 12, 2023

Item No. 8

SUBJECT: ADOPTION OF RESOLUTION NO. 23-002, A RESOLUTION OF THE

CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT (EIFD) ADOPTING THE FISCAL YEAR 2023/24 BUDGET AND APPROVING

APPROPRATIONS FOR FISCAL YEAR 2023-2024

I. SUMMARY

On August 1, 2022, the Carson EIFD PFA adopted Resolution No. 22-005 approving the Infrastructure Financing Plan (IFP), forming the City of Carson Enhanced Infrastructure Financing District (Carson EIFD), authorizing a judicial validation action, and authorizing certain other actions relating thereto. With the formation process completed, the Carson EIFD now legally constitutes as a local government entity separate and distinct from the City and the County, subject to the Ralph M. Brown Act (open meeting laws), as well as the California Public Records Act and Political Reform Act of 1974. As such, the Carson EIFD may adopt a budget to account for anticipated revenues and allow for certain expenditures.

Because the Carson EIFD formed in Fiscal Year 2022-2023, it has not collected any revenues. Given the uncertainty in the beginning years following formation, the estimated revenues and proposed expenditures for Fiscal Year 2023-2024 under the proposed Resolution (Exhibit No. 1) are both \$0. Accounts for future revenue and expenditure have been set up accordingly. Should the revenue and expenditure amounts necessitate change during Fiscal Year 2023-2024, another meeting will be scheduled with the PFA to take any required action(s).

II. RECOMMENDATION

TAKE the following action:

1. WAIVE further reading and ADOPT Resolution No. 23-002.

III. ALTERNATIVES

TAKE another action the Carson EIFD PFA deems appropriate.

IV. BACKGROUND

None.

V. EXHIBITS

1. Resolution No. 23-002 (pgs. 2-5)

Prepared by: <u>James Nguyen, Special Projects Manager</u>

CITY OF CARSON ENHANCED INFRASTRUCTURE FINANCING DISTRICT

PUBLIC FINANCING AUTHORITY

RESOLUTION NO. 23-002

A RESOLUTION OF THE PUBLIC FINANCING AUTHORITY OF ADOPTING THE FISCAL YEAR 2023/24 BUDGET AND APPROVING APPROPRIATIONS FOR THE 2023/2024

WHEREAS, the California Legislature enacted Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with section 53398.50) (the "EIFD Law") authorizing cities to designate enhanced infrastructure financing districts ("EIFD") and authorizing EIFDs to use specified property tax increment revenue generated within their boundaries to finance certain public facilities and projects of communitywide significance that provide significant benefits to the EIFDs or the surrounding community; and

WHEREAS, in enacting the EIFD Law, the California Legislature found and declared that with the dissolution of redevelopment agencies, public benefits will accrue, if local agencies finance certain public facilities and projects authorized under the EIFD Law; and

WHEREAS, the City of Carson ("City"), pursuant to Resolution No. 21-026 adopted on March 16, 2021 ("Resolution of Intent"), declared its intention to form the City of Carson Enhanced Infrastructure Financing District (the "Carson EIFD") and formed the Public Financing Authority of the Carson EIFD as the governing body of the Carson EIFD (the "PFA"); and

WHEREAS the County of Los Angeles (the "County") pursuant to a resolution adopted on November 24, 2020, declared its intent to participate as a taxing entity in the Carson EIFD and form the PFA; and

WHEREAS after numerous public hearings and approval of the Infrastructure Financing Plan ("IFP") and the formation of the Carson EIFD from the County and the City, the PFA pursuant to a resolution adopted on August 1, 2022, approving the IFP, forming the Carson EIFD, authorizing a judicial validation action, and authorizing certain other actions relating thereto; and

WHEREAS, on January 17, 2023, the Honorable Michael Shultz ordered a default judgment of validation, in the Superior Court of State of California, County of Los Angeles, in the case of *City of Carson and City of Carson Enhanced Infrastructure Financing District v. All Persons Interested, et. al.* (Case No. 22CMCV00316), which deemed all such actions, proceedings and elections related to the Carson EIFD and the IFP, valid, legal and binding, and in conformity with the applicable provisions of all laws and enactments at any time in force or controlling upon such proceedings, whether imposed by law, constitution, statute, charter, or ordinance, and whether federal, state, or municipal; and

WHEREAS the purpose of the formed Carson EIFD is to assist in the provision of public facilities of communitywide significance that provide significant benefits, assist in the remediation of property, the development of affordable housing and promote economic development in the Carson EIFD and City of Carson; and

WHEREAS, staff has prepared and submitted to the PFA a proposed budget for Fiscal Year 2023/24; and

WHEREAS, the PFA has determined that it is necessary for the efficient management of the Carson EIFD that certain sums be appropriated to the various activities of the Carson EIFD.

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

- 1. The PFA hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the PFA's adoption of this Resolution.
- 2. The budget for the Carson EIFD for the fiscal year beginning July 1, 2023 and ending June 30, 2024 is hereby adopted. Said budget being proposed as reviewed and amended in open session before the PFA, a copy of which is on file in the Carson EIFD Secretary's Office.
- 3. The sums of money therein set forth under "Exhibit A" are hereby appropriated to the respective accounts and funds for expenditure during Fiscal Year 2023/24 for each of the several items set forth in the proposed budget, as adopted.
- 4. The sum of \$0 is hereby appropriated to the funds of the Carson EIFD for expenditure during Fiscal Year 2023/24.
- 5. The Executive Director is hereby instructed to have copies hereof duplicated and distributed to all departments, officials and interested parties as soon as convenient.
- 6. The Secretary shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the budget for Fiscal Year 2023/24 on file and effective as of July 1, 2023, the same shall be in force and effect.
 - 7. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED this 12th day of June, 2023.

SECRETARY

ATTEST:	CHAIR

I HEREBY CERTIFY that the foregoing Resolution No. 23-002 was adopted by votes of the City of Carson Enhanced Infrastructure Financing District Public Financing Authority at its regular meeting on June 12, 2023, by the following vote.
AYES: NOES: ABSENT: ABSTAIN:
SECRETARY

Exhibit A

Carson EIFD FY 2023-24 Budget

Revenue (Estimated):

Account Number	Description	Short Description	Amount
292-99-999-999-4041	Property Tax Increment Revenue	EIFD	\$0
292-99-999-999-4401	Interest Income	Int. Income	\$0
292-99-999-999-9201	Operating Transfer In	TransIn	\$0

Expenditure:

Account Number	Description	Short Description	Amount
292-70-790-708-5002	EIFD Full-Time Salaries	FT Sal	\$0
292-70-790-708-6003	Printing/ Binding / Duplication	Printing	\$0
292-70-790-708-6004	EIFD Professional Services	Pro Svcs	\$0
292-70-790-708-6055	EIFD - Legal	Legal	\$0