



# CITY OF CARSON

## Legislation Text

File #: 2019-748, Version: 1

### Report to Mayor and City Council

Tuesday, August 06, 2019

Discussion

#### SUBJECT:

**CONSIDER APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF CARSON AND THE COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION REGARDING THE DESIGN, CONSTRUCTION AND OPERATION OF THE CAROL KIMMELMAN ATHLETIC AND ACADEMIC CAMPUS LOCATED ON THE NORTHERLY PORTION OF VICTORIA GOLF COURSE ON APPROXIMATELY 80 ACRES (CITY COUNCIL)**

#### **I. SUMMARY**

The County is the owner of the 187-acre Victoria Golf Course. The proposed Carol Kimmelman Athletic and Academic Campus project (Project) is located on the northerly portion of the golf course on approximately 80 acres. The project will include a tennis center, sports fields, and a youth-focused learning center. The tennis center, which will be operated by the United States Tennis Association Foundation or a related entity, will include, at full build-out, 62 tennis courts, as well as a tennis exhibition court, player development building, tournament building, and administration building. The sport fields component will be operated by the LA Galaxy Foundation or a related entity, and include, at full-build out, up to eight soccer fields, two multi-use fields, and associated maintenance, storage, and restroom facilities. The up-to-25,000-square feet, youth-focused learning center, which also includes 2 basketball courts, will be operated by the Tiger Woods Foundation. The County Board of Supervisors approved the Project on July 30, 2019 including approval of the Memorandum of Agreement (Agreement).

The City has supported the Project in concept and is committed to joining the County and the Carol Kimmelman Foundation (Foundation) in making this Project a reality, but has raised issues and concerns beyond those included in the May 15, 2019 Draft Environmental Impact Report (DEIR). The City enumerated its concerns in its comment letters to the Initial Study and DEIR for the Project, dated August 31, 2018 and June 26, 2019.

The purpose of this Agreement is to set out the terms and conditions under which the City and County agree to cooperatively work together to address the matters arising from the development of the Project. As part of the negotiation and approval of this Agreement, the

purpose of which is to largely mitigate the City's concerns, the City agreed to support the Project and not challenge the Project or its Final Environmental Impact Report. The City and County staff will meet quarterly to ensure ongoing compliance with the terms of this Agreement. The Foundation may participate as needed.

## **II. RECOMMENDATION**

TAKE the following action:

AUTHORIZE the Mayor to execute the Memorandum of Agreement with the County of Los Angeles Department of Parks and Recreation regarding the design, construction and operation of the Carol Kimmelman Athletic and Academic Campus.

## **III. ALTERNATIVES**

TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

## **IV. BACKGROUND**

The Project is summarized in the section above. The purpose of the Agreement was to create a framework between the City of Carson and the County, and the Foundation, when needed, to address issues and impacts the City raised in its two comment letters on the Draft EIR. With the approval of the Agreement between the parties, the City can support the Project.

Section II.A. through D. of the Agreement includes a more detailed description of the deal points. The following provides a summary:

- **City and Public Access to facilities:**
  - Access to the site for City special events, community events, and tournaments for up to 9 days per year (restrictions apply);
  - Availability for free and low cost public access to tennis courts, soccer fields, multi-purpose fields, sprint track and training turf; health and fitness programming for all ages (specifics to be determined at a later time);
  - Recruitment from the surrounding community for enrollment in programs provided by the Tiger Woods Foundation learning center.
- **Branding and Wayfinding Programs:**
  - Foundation will make a contribution of \$100,000 towards developing and implementing a branding program along MLK, focused on civil rights leaders,

and along Avalon Boulevard, focused on exemplary athletes highlighting the City as a “partner” for the Project;

- Funds may be used for street banners, utility wraps, and civic art.

- **Infrastructure Investments/Improvements:**

- MLK

- “Base Road Reconstruction” of MLK from Avalon Blvd to Main Street which includes reconstruction and repaving of MLK; and, curbs, gutters and sidewalk on both sides of the street. County will be financially responsible for the entire cost of the Base Road Reconstruction, which is estimated to cost \$4.5M;
    - If the Base Road Reconstruction cost is less than \$4.5M, then the City can request additional road or sidewalk related improvements on MLK or Avalon Blvd including improvements to the landscaping or the wall on the east side of Avalon Blvd (limited to \$4.5M cap);
    - In addition to the \$4.5M, the County and the Foundation will contribute \$500,000 collectively for the installation of streetlights on both sides of MLK;
    - MLK shall be capable of being used for transportation purposes at the time of the opening of the Project to the public.

- Avalon Boulevard:

- West side:*

- Bike lane improvements consistent with the City’s Master Plan of Bikeways;
      - Sidewalk repairs on the west side as necessary (\$42,000 contribution to the City);
      - Upgrading 16 light poles (\$160,000 contribution to the City).

- East Side:*

- The County and the Foundation understand that the City would like to study beautification options along the east side of Avalon Blvd. The County and the Foundation may contribute to this beautification process.

- **Fire Services:**

The project will contribute \$0.87 cent per square foot “mitigation fee” per square foot of building area for a total of approximately \$60,000.

- **Sheriff/Public Safety:**

- Fund private security company(s) to provide security services as provided for comparable facilities in Los Angeles County;
- Prepare and present to the County a security operation plan and an evacuation plan for the Project, which shall take into consideration any potential “spillover impacts from the Development” into the City (“Security Plan”);
- The Foundation shall meet with the Los Angeles County Sheriff’s Department, including the Captain for the City (LASD), the Los Angeles County Fire Department (Fire Department), and City representatives to obtain input on the draft Security Plan;
- The Foundation shall, in good faith also consider any recommendations by the City to the Security Plan;
- For Special Events, if additional law enforcement officers or Fire Department personnel are required by LASD or the Fire Department, the Foundation shall reimburse the LASD and the Fire Department for the services;
- Annual security meetings between the County, the Foundation, the LASD (including the Captain for the City), the Fire Department and City representatives.

- **Annual Maintenance/Service:**

The County shall pay annually the sum of \$80,000 (with reasonable increases based on CPI) to the City commencing with the start of operations of the Project to cover parking and traffic enforcement, street maintenance, street sweeping, landscape maintenance, code enforcement, maintenance of sidewalks, traffic signals, and other public facilities that serve the Kimmelman Project Site.

## **V. FISCAL IMPACT**

The Project will include the following specific financial contributions from the County and the Foundation:

- \$100,000 towards developing and implementing a branding program;
- A minimum of \$5M towards reconstruction of MLK;
- \$160,000 towards upgrading 16 light poles on the east side of Avalon;
- \$42,000 towards sidewalk repairs on the west side of Avalon;
- \$0.87 cent per square foot “fire mitigation fee” per square foot of building area for a total of approximately \$60,000;
- \$80,000 annually (plus annual CPI) to pay for the added cost of providing City services (excluding Sheriff Services).

The project includes other features that do not have a specific financial contribution yet

- Access to the facilities;
- Possible contribution to Avalon beautification project.

## **VI. EXHIBITS**

1. Memorandum of Agreement (pgs. 6-18)

1.

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