

MEETING DATE: July 26, 2010

AGENDA ITEM: **JOINT CITY COUNCIL / REDEVELOPMENT AGENCY BOARD AGENDA ITEM:**
(1) Approval of a Participation Agreement with B&B Hardware, Inc. to Provide Private and Public Improvements to Property Located at 12400, 12412, and 12450 Washington Boulevard; (2) Adoption of a City Council Resolution and a Redevelopment Agency Resolution Making Certain Determinations and Consenting to the Expenditure of Redevelopment Agency Funds for Certain Public Improvements; and (3) Agency Board Approval of the Plans and Specifications for the Proposed Project and Authorization to Advertise for Bids.

ATTACHMENTS

	<u>Pages</u>
1. Photos and Maps of Alley and B&B Properties;	1-3
2. Letter from B&B Hardware, Inc.;	4
3. Draft Participation Agreement;	5-14
4. Proposed City Council Resolution and,	15-17
5. Proposed Redevelopment Agency Resolution.	18-20

Alley (between Centinela Ave. and Kenyon Ave.)



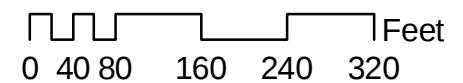
ATTACHMENT 1

B & B HARDWARE, INC.
PROPERTIES

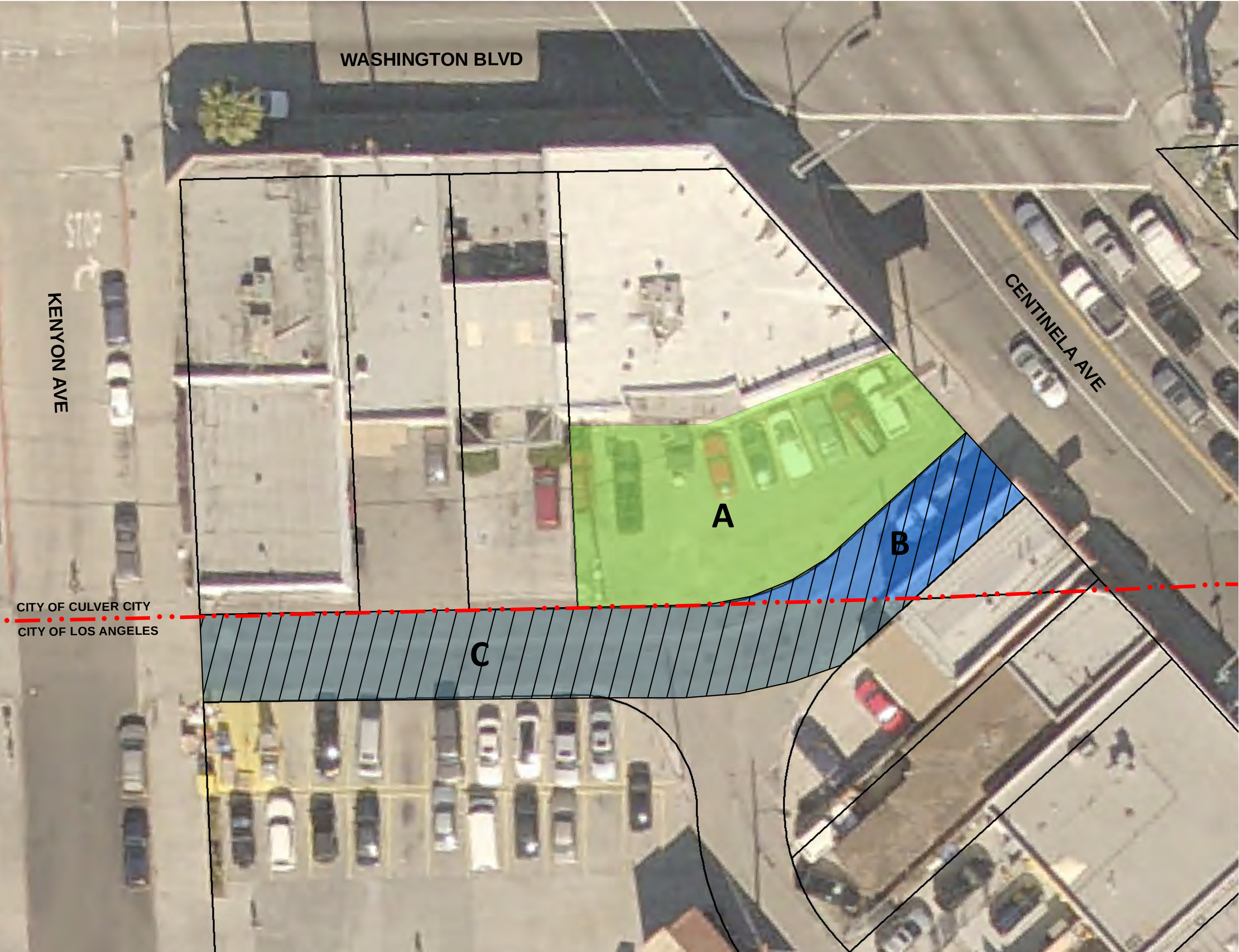
- 1 - 12450 WASHINGTON BLVD
- 2 - 12412 WASHINGTON BLVD
- 3 - 12400 WASHINGTON BLVD

Legend

-  Parcels
-  Culver City Boundary
-  AIP Phase 2
-  Alley



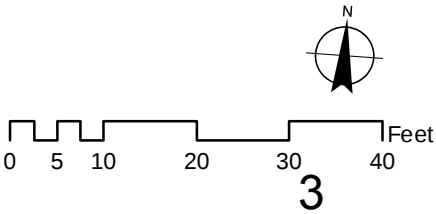
July 20, 2010



B & B'S HARDWARE
12450
WASHINGTON BLVD

- A PARKING LOT - 3,310 s.f.
- B CULVER CITY PORTION OF ALLEY - 961 s.f.
- C LOS ANGELES PORTION OF ALLEY - 3,075 s.f.

Proposed Paving Project
Total Area = 4,050 s.f.



July 20, 2010

Our Honorable Mayor and City Council,

We are a family owned business that has been serving the community for over 57 years. Our service to the community has been recognized nationally in magazines and locally in several editorials and periodicals. We serve at least one-thousand customers on a daily average. We are very dedicated to our customers and take a great pride in providing the best service. We handle an array of complaints and make the necessary changes to satisfy our customers.

As business owners, we felt it would be only business as usual to inform you of the complaints we've received on behalf of the city of Los Angeles and Culver City. We are located in Culver City but our parking lot is situated in Los Angeles. The two cities are divided by an alley-way that acts as a street more than an alley. Our customers travel through the alley to park for our store. For years we have requested from both cities to make the necessary repairs to the alley way but without success. We have encountered many hazards with the conditions of the alley mostly in the part of injuries to our customers. We have been absorbing the brunt of the complaints by advising the victims to contact the cities to lodge a complaint. At one point of time we attempted to repair the broken asphalt ourselves with our own material and we received an order to stop with the repair from a city worker who was a passer by. He advised us to contact the city of Los Angeles and put in request for street repair to the maintenance department. They arrived and filled in two holes and left the rest of the alley because it was on Culver City property.

We would like to put in a formal request for the alley to be newly paved and new asphalt put down. We cater to the people who are home owners, business owners and everyday people that need our store to get there jobs done.

In closing I would like to take this opportunity to thank you in advance for your attention to this problem. I would also like to invite you to come to our place of business to witness the amount of traffic that the alley produces, as well as the condition of the alley itself. Again, thank you for your consideration in this manner.

Wendy Collins
CEO B&B Hardware

Jay Collins
President B&B Hardware

PARTICIPATION AGREEMENT

by and among

[INSERT NAME OF PARTICIPANT]

and

CULVER CITY REDEVELOPMENT AGENCY

PROJECT ADDRESS: 12450 WEST WASHINGTON BOULEVARD

Redevelopment Administrator

Redevelopment Project Manager

PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into as of _____, 2010 by and between [[[INSERT NAME OF PARTICIPANT HERE]]], hereinafter called "**Participant**" and the CULVER CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, existing under and pursuant to the laws of the State of California, hereinafter called "**Agency**". The Participant and the Agency are collectively referred to herein as the "**Parties**" and singularly as "**Party**".

RECITALS

A. Participant is the owner of certain improved real properties located at 12400, 12412 and 12450 West Washington Boulevard in Culver City (collectively, the "**Property**") as more particularly depicted in the Site Map attached hereto as Attachment No. 1 and described in the Legal Description attached hereto Attachment No. 2.

B. Participant desires to perform certain work (the "**Parking Area Work**") on a portion of the Property (the "**Parking Area**") as more particularly depicted in Attachment No. 1 and perform certain other rehabilitation to the Property (the "**Rehabilitation Work**"), both as more particularly described in the Scope of Work attached hereto as Attachment No. 3.

C. Agency desires to make certain public improvements (the "**Alley Improvements**") as more particularly described in the Scope of Work to certain real property owned by Culver City and the City of Los Angeles, respectively (collectively, the "**Alley Site**") as more particularly depicted in Attachment No. 1.

D. The Agency intends to construct or cause the construction of the Alley Improvements on the condition Participant performs or causes the Parking Area Work and the Rehabilitation Work to be performed and meets certain other obligations as set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the Parties agree as follows:

1. INTRODUCTORY PROVISIONS

The Recitals above are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have decided to enter into this Agreement.

2. OBLIGATIONS OF PARTICIPANT

(a) Parking Area Work. Participant shall perform or cause the Parking Area Work to be performed on the Parking Area as more particularly described in

the Scope of Work as reasonably determined by the Agency Executive Director or designee. The Parking Area Work shall be completed on or before _____; and

(b) Rehabilitation Work. Participant shall perform or cause the Rehabilitation Work to be performed on the Property as more particularly described in the Scope of Work as reasonably determined by the Agency Executive Director or designee. The Rehabilitation Work shall be completed on or before _____.

3. OBLIGATIONS OF AGENCY

(a) Agency shall complete and pay for all the costs and expenses of the Alley Improvements on the Alley Site in accordance with the Scope of Work;

(b) The obligations of Agency described in Sections 3(a) above shall not accrue until and unless all of the following conditions have been met:

(1) Participant has made commercially reasonable efforts to perform or cause the performance of the Rehabilitation Work on the Property and the Parking Area Work on the Parking Area to the satisfaction of the Agency's Assistance Executive Director; and

(2) Participant is not otherwise in default pursuant to this Agreement.

4. ENFORCED DELAY: EXTENSIONS OF TIME OF PERFORMANCE

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to causes beyond the control of and without the fault of such party, including war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, unusually severe weather, inability to secure necessary labor or supplies, materials or tools, acts of the other party, acts or failure to act by City or any other public or governmental agency or entity (except that any act or failure to act by Agency shall not excuse performance by Agency). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause. Times of performance under this Agreement may also be extended by mutual agreement in writing among Agency and the Participant.

5. RIGHT TO TERMINATE

Agency may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty days' (30-days') written notice.

6. DEFAULTS AND WAIVER

(a) Failure or delay by any party to perform any term or provision of this Agreement constitutes a default under this Agreement. The aggrieved party shall give written notice of the default to the party in default as set forth in Section 7 hereof. The defaulting party must immediately commence to cure, correct or remedy such default and shall complete such cure, correction or remedy within thirty (30) days from receipt of the written notice of default; and during such period of curing shall not be in default. If such cure, correction or remedy by its nature cannot be effectuated within such thirty (30) day period, such cure, correction or remedy shall be diligently and continuously prosecuted until completion thereof, but in no event shall such period of cure be for a period longer than thirty (30) days.

(b) The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Agreement nor shall it be considered a waiver by such party of any other covenant, condition or promise hereunder. The exercise of any remedy shall not preclude the exercise of other remedies any party may have in law or equity. The failure of any party to give notice of default shall not be deemed to be a waiver of the performance of any covenant, condition or promise.

7. NOTICES

All notices, requests, demands and other communications required or permitted to be given under this Agreement shall be in writing and shall either be delivered personally or be sent by messenger or by regular or certified first class mail, postage prepaid, deposited in the United States mail, and properly addressed to the Party at its address set forth below, or at any other address that such Party may designate by written notice to the other Party:

To Agency:

Culver City Redevelopment Agency
P.O. Box 507
Culver City, California 90232-0570
Attention: Sol Blumenfeld, Assistant Executive
Director

To Participant:

[INSERT NAME OF PARTICIPANT AND ADDRESS
HERE]

Attention: _____

8. NON-APPROPRIATION OF FUNDS

Payments due and payable by Agency for its obligations under this Agreement are within the current budget and within an available, unexhausted and unencumbered appropriation of the Agency. In the event the Agency has not appropriated sufficient funds for payment to meet Agency's obligations beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

9. SUCCESSORS IN INTEREST

Subject to any restrictions against assignment contained herein, and to any legal limitations on the power of the signatories to bind non-signatories to this Agreement, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, executors, estates, heirs, legatees, agents and related entities of each of the Parties.

10. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the Parties, and supersedes any prior written or oral agreements between them, concerning the subject matter of this Agreement.

11. INCORPORATION BY REFERENCE

Each of the attachments and exhibits attached hereto is incorporated herein by this reference.

12. PARTIAL INVALIDITY

In the event that any term, covenant, condition or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or against public policy, the remaining provisions shall continue in full force and effect.

13. WAIVER AND/OR MODIFICATION

The provisions of this Agreement may not be waived, altered, amended or repealed, in whole or in part, except upon a written agreement signed by each of the Parties. The waiver by one Party of the performance of any provisions of this Agreement shall not invalidate this Agreement, nor shall it be deemed a waiver of any other provision hereof.

14. GOVERNING LAW

The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

15. CONFLICTS OF INTEREST

No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

Participant 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.

16. NONLIABILITY OF THE AGENCY OFFICIALS AND EMPLOYEES

No member, official, employee or consultant of the Agency shall be personally liable to the Participant, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Participant or to its successor, or on any obligations under the terms of this Agreement.

17. ADVICE OF COUNSEL

The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each had the opportunity to be represented by independent counsel of their own choosing and the Parties executed the Agreement after review by such independent counsel; or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of the Party not so represented; and, prior to executing the Agreement, each Party has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Agreement including but not limited to the advisability of entering into this Agreement and the meaning of California Civil Code Section 1542.

18. AUTHORITY TO EXECUTE THIS AGREEMENT

Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute this Agreement on behalf of that entity and to bind that entity to the terms of this Agreement.

19. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

20. EFFECTIVE DATE

IN WITNESS WHEREOF, this Agreement is effective on the date it is executed on behalf of the Agency.

PARTICIPANT

[[[INSERT NAME OF PARTICIPANT]]]

Dated:_____

By:_____

Its:_____

AGENCY

CULVER CITY REDEVELOPMENT
AGENCY

Dated:_____

By:_____

P. Lamont Ewell
Interim Executive Director

APPROVED AS TO FORM:
KANE, BALLMER & BERKMAN
Agency General Counsel

By:_____

ATTACHMENT NO. 1

SITE MAP

[BEHIND THIS PAGE]

DRAFT

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF PROPERTY

[TO BE INSERTED]

DRAFT

ATTACHMENT NO. 3

SCOPE OF WORK1. PARTICIPANT'S SCOPE OF WORK

Within the times set forth in this Agreement, the following work shall be completed to the reasonable satisfaction of the Agency Executive Director or designee:

(a) Parking Area Work

(1) [insert description of work]

(b) Rehabilitation Work

(1) [insert description of work]

2. AGENCY'S SCOPE OF WORK

The following work shall be completed by the Agency in accordance with the terms and conditions of this Agreement:

(a) Alley Improvements

(1) [insert description of work]

RESOLUTION NO. 2010-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, MAKING CERTAIN DETERMINATIONS AND CONSENTING TO THE EXPENDITURE OF REDEVELOPMENT AGENCY FUNDS FOR CERTAIN PUBLIC IMPROVEMENTS OUTSIDE OF THE REDEVELOPMENT PROJECT AREA AND FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33445.

WHEREAS, the Redevelopment Agency of the City of Culver City (the "Agency") is engaged in activities necessary to carry out and implement the Redevelopment Plan (the "Redevelopment Plan") for the Culver City Redevelopment Project (the "Project"); and

WHEREAS, the Agency has approved the Implementation Plan, as amended, covering fiscal years 2010-2014 for the Culver City Redevelopment Project (the "Implementation Plan") providing for the implementation of certain activities necessary or appropriate to carry out the objectives of the Redevelopment Plan; and

WHEREAS, the Agency desires to make certain public improvements in the alley located near 12450 West Washington Boulevard (the "Alley Improvements") on certain property owned by Culver City and the City of Los Angeles, respectively, (collectively, the "Alley Site") which Alley Site is located either inside or contiguous to the Project – Component No. 4; and

WHEREAS, Section 33445 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements that are publicly owned and are located inside or contiguous to a project area, if the legislative body determines that: 1) the public

1 improvements are of benefit the project area by helping to eliminate blight within the project
2 area; 2) no other reasonable means of financing the improvements are available to the
3 community, and 3) payment for the improvements is consistent with the implementation plan
4 adopted pursuant to Section 33490 of the California Health and Safety Code; and

5 WHEREAS, the Project was created pursuant to the provisions of the California
6 Community Redevelopment Law (California Health and Safety Code Sections 33000,et.
7 seq.) (the "CRL") and the adoption of the Redevelopment Plan; and

8
9 WHEREAS, in connection with the adoption of the Redevelopment Plan, the
10 City Council of the City of Culver City (the "City Council") has determined that blighting
11 conditions exist within the Project, that the implementation of various public improvements is
12 an element of the Redevelopment Plan, and that there are no public funds available due to
13 the economic crisis and subsequent budget shortfalls; and

14 WHEREAS, such Alley Improvements will encourage revitalization and
15 reinvestment in the Project, improve vehicular traffic flow, and enhance the appearance and
16 business activity of the Project thereby helping to eliminate blight within the Project;

17
18 NOW, THEREFORE, the City Council of the City of Culver City, DOES
19 HEREBY RESOLVE as follows:

- 20 1. The foregoing recitals are true and correct.
- 21 2. The payment of funds for the Alley Improvements will be of
22 benefit to the Project by enhancing vehicular activity and the business environment
23 and thereby helping to eliminate blight within the Project.
- 24 3. No other reasonable means of financing the Alley Improvements are
25 available to the community.
- 26 4. The payment of funds for the Alley Improvements is consistent with the
27
28

1 Implementation Plan for the Project pursuant to Section 33490 of the CRL.

2 APPROVED and ADOPTED this _____ day of _____ 2010.

3
4 _____
5 CHRISTOPHER ARMENTA, MAYOR
6 City of Culver City, California

7 ATTEST:

APPROVED AS TO FORM:

8
9 _____
10 MARTIN R. COLE, City Clerk
11 A10-00273

12
13 _____
14 CAROL A. SCHWAB, City Attorney
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ATTACHMENT 5

RESOLUTION NO. 2010-R

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF CULVER CITY, CALIFORNIA, MAKING CERTAIN DETERMINATIONS AND CONSENTING TO THE EXPENDITURE OF REDEVELOPMENT AGENCY FUNDS FOR CERTAIN PUBLIC IMPROVEMENTS OUTSIDE OF THE REDEVELOPMENT PROJECT AREA AND FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33445.

WHEREAS, the Redevelopment Agency of the City of Culver City (the "Agency") is engaged in activities necessary to carry out and implement the Redevelopment Plan (the "Redevelopment Plan") for the Culver City Redevelopment Project (the "Project"); and

WHEREAS, the Agency has approved the Implementation Plan, as amended, covering fiscal years 2010-2014 for the Culver City Redevelopment Project (the "Implementation Plan") providing for the implementation of certain activities necessary or appropriate to carry out the objectives of the Redevelopment Plan; and

WHEREAS, the Agency desires to make certain public improvements in the alley located near 12450 West Washington Boulevard (the "Alley Improvements") on certain property owned by Culver City and the City of Los Angeles, respectively, (collectively, the "Alley Site") which Alley Site is located either inside or contiguous to the Project – Component No. 4; and

WHEREAS, Section 33445 of the California Health and Safety Code authorizes a redevelopment agency, with the consent of the legislative body, to pay for the costs of certain public improvements that are publicly owned and are located inside or contiguous to a project area, if the legislative body determines that: 1) the public improvements are of benefit

ATTACHMENT 5

1 the project area by helping to eliminate blight within the project area; 2) no other reasonable
2 means of financing the improvements are available to the community, and 3) payment for the
3 improvements is consistent with the implementation plan adopted pursuant to Section 33490
4 of the California Health and Safety Code; and

5 WHEREAS, the Project was created pursuant to the provisions of the California
6 Community Redevelopment Law (California Health and Safety Code Sections 33000,et. seq.)
7 (the "CRL") and the adoption of the Redevelopment Plan; and
8

9 WHEREAS, in connection with the adoption of the Redevelopment Plan, the
10 Agency has determined that blighting conditions exist within the Project, that the
11 implementation of various public improvements is an element of the Redevelopment Plan,
12 and that there are no public funds available due to the economic crisis and subsequent
13 budget shortfalls; and
14

15 WHEREAS, such Alley Improvements will encourage revitalization and
16 reinvestment in the Project, improve vehicular traffic flow, and enhance the appearance and
17 business activity of the Project thereby helping to eliminate blight within the Project;

18 NOW, THEREFORE, the Redevelopment Agency of the City of Culver City,
19 DOES HEREBY RESOLVE as follows:

- 20 1. The foregoing recitals are true and correct.
- 21 2. The payment of funds for the Alley Improvements will be of
22 benefit to the Project by enhancing vehicular activity and the business environment
23 and thereby helping to eliminate blight within the Project.
- 24 3. No other reasonable means of financing the Alley Improvements are
25 available to the community.
- 26 4. The payment of funds for the Alley Improvements is consistent with the
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ATTACHMENT 5

Implementation Plan for the Project pursuant to Section 33490 of the CRL.

APPROVED and ADOPTED this _____ day of _____ 2010.

MICHAEL O' LEARY, CHAIR
Culver City Redevelopment Agency

ATTEST:

APPROVED AS TO FORM:

ALICE PRASAD, Secretary

Agency General Counsel