



## COMMUNITY REDEVELOPMENT AGENCY STAFF REPORT

DATE: November 3, 2010

PUBLIC HEARING

SUBJECT: APPROVE THE CONVEYANCE OF 119.3 ACRES OF LAND AT THE NWC OF TRAMVIEW ROAD AND INDIAN CANYON DRIVE FROM THE CITY OF PALM SPRINGS AND THE COMMUNITY REDEVELOPMENT AGENCY TO THE DESERT COMMUNITY COLLEGE DISTRICT FOR THE DEVELOPMENT OF THE WEST VALLEY COLLEGE OF THE DESERT CAMPUS.

FROM: David H. Ready, Executive Director

BY: Community & Economic Development Department

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### SUMMARY

These actions are to approve the conveyance of 119.3 acres of land from the City of Palm Springs Community Redevelopment Agency ("Agency") to the Desert Community College District ("District") for the development of the West Valley College of the Desert Campus. This action is in accordance with the Property Transfer and Development Agreement ("PTDA") adopted on July 21, 2010 by the City of Palm Springs, the Agency and the District.

### RECOMMENDATION:

1. Adopt Resolution No. \_\_\_\_\_, "A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALM SPRINGS, CALIFORNIA, CONVEYING 119.3 +/- ACRES OF LAND TO THE DESERT COMMUNITY COLLEGE DISTRICT."
2. AUTHORIZE THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS RELATED TO THESE ACTIONS.

### STAFF ANALYSIS:

The conveyance of the 119.3 acres of land to the Desert Community College District is the final step to complete the land acquisition commitments made by the City of Palm Springs and Community Redevelopment Agency.

ITEM NO. 1.D.

In April 2006 the City and Agency submitted a proposal to the District to consider a 119.3 acre site for the new West Valley College of the Desert Campus. The proposal received universal endorsement and support from the business community and the Palm Springs public at large. On September 21, 2007 the Board of Trustees voted to select the Palm Springs site for the new campus site.

The City's proposal to the District contained commitments for significant financial and administrative support for the development of the West Valley Campus. One commitment (adopted by Council Resolution in June 2007) was to initiate the steps to acquire the 119.3 acre site from the Bureau of Land Management ("BLM").

On July 21, 2010 the City Council adopted a Resolution to initiate the direct purchase of the 119.3 acres of land from the BLM for \$2,102,000.00. The City Council also approved the PTDA with the District and the Negative Declaration in accordance with the California Environmental Quality Act.

The approval of those actions finalized the steps for the Agency to acquire the land from the BLM. That action was completed on September 17, 2010 upon the recordation of Patent Number 04-2010-0013 to the Agency. The next step is for the Agency to convey title of the land to the District as its contribution for the development of the West Valley Campus.


The PTDA outlines the responsibilities of the parties to transfer the land, accept the land, and indemnify the City/Agency for all environmental issues. The PTDA will be deposited with the escrow holder to complete the transfer of title to the District, along with an executed Grant Deed.

The District has committed \$40 million to develop the first phase of the West Valley Campus. The District has selected architectural firm Hammel, Green, Ambrahamson, Inc. from Santa Monica to complete the overall master plan, and Phase 1 design of the campus. Phase 1 construction is estimated to start in 2012, and classes could begin by fall 2014.

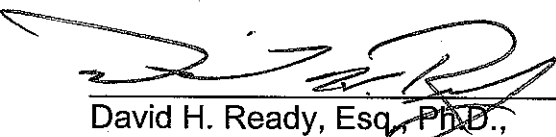
The City and District have held several meetings at the James O. Jessie Desert Highland Unity Center to talk about the campus vision, scoping of the Specific Plan and the academic and facilities master plan. Meetings with the residents and businesses will continue throughout the development of the campus to ensure positive integration with Desert Highland and Mountain Gate neighborhoods as well as, the greater Palm Springs community. The next meeting that the City and District representatives will attend is on November 9, 2010. The primary topic will be about the proposed 60-70 acre "Green Park," which is part of the campus master plan.

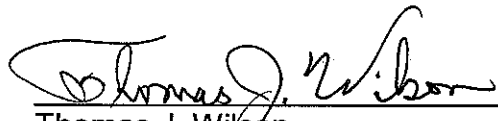
FISCAL IMPACT:

There will be no impact to the General Fund. In accordance with the PTDA, the District will pay escrow closing costs. If there are any nominal escrow closing fees charged to the City/Agency they will be paid from Merged Area #1 Account Number 65198.

  
\_\_\_\_\_  
John Raymond  
Director of Community & Economic  
Development

  
\_\_\_\_\_  
Cathy Van Horn  
Economic Development Administrator

  
\_\_\_\_\_  
David H. Ready, Esq., Ph.D.,  
Executive Director

  
\_\_\_\_\_  
Thomas J. Wilson,  
Assistant Executive Director

Attachments:

- Resolution
- Summary Report pursuant to Sec. 33433 of CRL

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALM SPRINGS, CALIFORNIA, CONVEYING 119.3 +/- ACRES OF LAND TO THE DESERT COMMUNITY COLLEGE DISTRICT AND AUTHORIZE THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE ALL DOCUMENTS RELATED TO THESE ACTIONS.

WHEREAS, the Community Redevelopment Agency of the City of Palm Springs, California ("Agency") is constituted under the Community Redevelopment Law (California Health and Safety Code Section 33000 et. seq.) to carry out the purpose as the redevelopment in the City of Palm Springs ("the City"); and

WHEREAS, in September 2007 the Desert Community College District ("District") selected the City of Palm Springs' proposed site for the West Valley College of the Desert Campus; and

WHEREAS, the Palm Springs Community Redevelopment Agency ("Agency") committed significant financial and administrative support to the College, including the acquisition of the 119.3+/- acre site from the United States Bureau of Land Management; and

WHEREAS, the Agency completed the acquisition process with the U.S. Department of the Interior, Bureau of Land Management; and

WHEREAS, the Agency and the District negotiated a Property Transfer and Development Agreement ("PTDA"), which commits the City and Agency to convey the property to the District at no cost; and

WHEREAS, the Agency has had an ongoing commitment to the development of this area of the community with the replacement and improvement of infrastructure adjacent to the proposed campus site, as well as the development of housing and commercial projects; and

WHEREAS, the City of Palm Springs has received universal endorsement and support from the business community and the Palm Springs public at large for the development of the West Valley College of the Desert Campus; and

WHEREAS, Section 33430 of the Community Redevelopment Law allows that an agency may, for purposes of redevelopment, sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any real or personal property or any interest in property; and

WHEREAS, the Agency has considered the staff report, and all the information, testimony and evidence provided during the Agency public meeting on November 3, 2010.

NOW, THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of Palm Springs as follows:

SECTION 1. The above recitals are true and correct and incorporated herein.

SECTION 2. Pursuant to the California Environmental Quality Act (CEQA), the Community Redevelopment Agency finds as follows: In connection with the approval of the PTDA, a Negative Declaration was prepared in compliance with CEQA, the State CEQA Guidelines and the City's CEQA procedures. The Community Redevelopment Agency finds that there are no changes in the effects of the proposed project or the circumstances in which it is being carried out, which require any modification of the Environmental Assessment/Negative Declaration and finds that it adequately discusses the potential significant environmental effects of the proposed project (land use, traffic/circulation, parking, air quality, noise, aesthetics, geology/soils, water quality, drainage, public utilities, public safety, archaeological/historic resources and light and glare). The Community Redevelopment Agency further finds that the Environmental Assessment/Negative Declaration reflects its independent judgment.

SECTION 3. The Agency hereby finds and determines as follows:

(a) The PTDA advances the purposes of the Community Redevelopment Law by reversing or alleviating any serious physical, social, and economic burden on the Community which cannot reasonably be expected to be reversed or alleviated by private enterprise acting alone. The conveyance of the property will facilitate the development and upgrade of the property, placing the property in the hands of a community college district which will bolster educational attainment in the City, and attract additional commercial development within the City, increasing the City's tax base.

(b) The conveyance of the property advances the purposes of the Community Redevelopment Law by eliminating blight and promoting the health, safety and general welfare of the people of Palm Springs.

SECTION 4. The proposed project is consistent with the Implementation Plan for Merged Redevelopment Project Area #1, insofar as this project will increase the City's economic base by developing a college campus and creating an architecturally inviting project adjacent to a significant community asset.

SECTION 5. The Agency hereby approves the conveyance of 119.3+/- acres located at the northwest corner of Tramview Road and North Indian Canyon Drive to the Desert Community College District.

SECTION 6. The Agency hereby approves execution of a Grant Deed to record the land transaction between the Agency and the District.

SECTION 7. The Agency authorizes the Executive Director or his designee to execute all documents related to these actions.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Executive Director

ATTEST:

\_\_\_\_\_  
Assistant Secretary

CERTIFICATION:

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE ) ss.  
CITY OF PALM SPRINGS )

I, JAMES THOMPSON, Assistant Secretary of the Community Redevelopment Agency of the City of Palm springs, hereby certify that Resolution No. \_\_\_\_\_ is a full, true and correct copy, and was duly adopted at a regular meeting of the Community Redevelopment Agency of the City of Palm Springs on \_\_\_\_\_, 2010, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
James Thompson, Assistant Secretary  
City of Palm Springs, California

SUMMARY REPORT:

PROPERTY TRANSFER AND DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF PALM SPRINGS,  
THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY  
AND  
THE DESERT COMMUNITY COLLEGE DISTRICT

FOR THE DISPOSITION OF A 119.3+/- ACRE PARCEL  
FOR THE PURPOSE OF DEVELOPING  
THE WEST VALLEY CAMPUS OF COLLEGE OF THE DESERT  
IN  
THE CITY OF PALM SPRINGS

MERGED REDEVELOPMENT PROJECT AREA #1

November 2010

## INTRODUCTION

Before real property acquired by a Community Redevelopment Agency with tax increment proceeds may be sold or leased, the transaction must be approved by the Agency Board in accordance with California Health and Safety Code Section 33433. This Section requires a "Summary Report", which describes and specifies certain information in regard to the proposed transaction, be available for public inspection.

## DESCRIPTION OF THE PROPOSED AGREEMENT

### Site and Interests to be Conveyed

The Project Site consists of approximately 119.3 acres located along Indian Canyon Drive and Tramview Road. The Agency plans to convey the parcel to the District at no cost.

### Proposed Development

The District shall develop the parcel into a community college campus on the eastern half, with a "Green Park" of 60-70 acres located on the western portion of the site. The Green Park shall feature renewable energy production, including a solar field, and shall be associated with the College and its curriculum. The project received approval of a Negative Declaration under CEQA on July 21, 2010.

### Financing

The District shall finance the construction of the new educational facilities through bond proceeds; the Green Park will be privately financed.

### Agency Responsibilities

The Agency agrees to Grant Deed the District the 119.3 acres at no cost. The Agency has also undertaken the drafting and adoption of a Specific Plan for the Campus Site and surrounding neighborhoods.

### District Responsibilities

The District commits to fully developing the project as approved in compliance with the Agency's other standard terms and conditions, including non-discrimination covenants, and all other terms and conditions as provided in the PTDA.

## COST OF AGREEMENT TO THE AGENCY

The Agency acquired the land from the United States Bureau of Land Management in July, 2010. It paid the BLM the amount of \$2,102,000 for the parcel, which was paid from tax increment proceeds. The price was determined by a fair market appraisal.

**CITY OF PALM SPRINGS  
COMMUNITY REDEVELOPMENT AGENCY  
PUBLIC HEARING NOTIFICATION**



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City Council  
Meeting Date: November 3, 2010  
Subject: NWC of Tranview and Indian Canyon Drive, 669-330-029

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**AFFIDAVIT OF PUBLICATION**

I, Kathie Hart, Chief Deputy City Clerk, of the City of Palm Springs, California, do hereby certify that a copy of the attached Notice of Public Hearing was published in the Desert Sun on October 27 and 31, 2010.

I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read "KHart", is written over a horizontal line.

Kathie Hart, CMC  
Chief Deputy City Clerk

**AFFIDAVIT OF POSTING**

I, Kathie Hart, Chief Deputy City Clerk, of the City of Palm Springs, California, do hereby certify that a copy of the attached Notice of Public Hearing was posted at City Hall, 3200 E. Tahquitz Canyon Drive, on the exterior legal notice posting board and in the Office of the City Clerk on October 25, 2010.

I declare under penalty of perjury that the foregoing is true and correct.

A handwritten signature in black ink, appearing to read "KHart", is written over a horizontal line.

Kathie Hart, CMC  
Chief Deputy City Clerk

NOTICE OF PUBLIC HEARING  
COMMUNITY REDEVELOPMENT AGENCY  
OF THE  
CITY OF PALM SPRINGS

PROPOSED CONVEYANCE OF 119.3 ACRES  
AT THE NWC OF TRAMVIEW ROAD AND INDIAN CANYON DRIVE  
ASSESSORS PARCEL NUMBER 669-330-029

**NOTICE IS HEREBY GIVEN** that the Community Redevelopment Agency of the City of Palm Springs, California, will hold a Public Hearing at its meeting of November 3, 2010. The meeting begins at 6:00 p.m. in the Council Chamber at City Hall, 3200 East Tahquitz Canyon Way, Palm Springs.

The purpose of the hearing is to consider the conveyance of ownership of 119.3 acres located at the northwest corner of Tramview Road and Indian Canyon Drive to the Desert Community College District for the development of the College of the Desert West Valley Campus.

To approve this conveyance, the Agency is required to make certain findings pursuant to Health and Safety Code Section 33433 and prior to making those finds, a public hearing shall be held to receive public input on the matter.


**REVIEW OF INFORMATION:** The staff report and other supporting documents regarding this are available for public review at City Hall between the hours of 8:00 a.m. to 11:00 a.m. and 2:00 p.m. to 6:00 p.m., Monday through Thursday. Please contact the Office of the City Clerk at (760) 323-8204 if you would like to schedule an appointment to review these documents.

**COMMENTS:** Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing. Written comments may be made to the Agency by letter (mail or hand delivery) to:

James Thompson, Assistant Secretary  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262

Any challenge of the proposed in court may be limited to raising only those issues raised at the Public Hearing described in this Notice or in written correspondence delivered to the Assistant Secretary at, or prior to, the Agency public hearing. (Government Code Section 65009[b][2]). An opportunity will be given at said hearing for all interested persons to be heard. Questions regarding this case may be directed to John Raymond, Director of Community & Economic Development at (760) 323-8228.

Si necesita ayuda con esta carta, porfavor llame a la Ciudad de Palm Springs y puede hablar con Nadine Fieger telefono (760) 323-8245.

  
Kathie Hart, Chief Deputy City Clerk  
FOR: JAMES THOMPSON  
ASSISTANT SECRETARY

RECORDING REQUESTED BY AND  
AFTER RECORDATION RETURN TO:

Desert Community College District  
43-500 Monterey Avenue  
Palm Desert, CA 92260  
Attn: President

(Space Above This Line For Recorder's Office Use Only)

GRANT DEED  
(APN 669-330-029)

*The undersigned Grantor declares:*

*In accordance with California Revenue and Taxation Code Section 11922, documentary transfer tax is ZERO based on the fact that the Grantor and Grantee are political subdivisions of the State of California.*

*This document is being recorded for the benefit of the Desert Community College District and is exempt from the payment of a recordation fee pursuant to Govt. Code Section 6103.*

For valuable consideration, the receipt of which is hereby acknowledged,

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALM SPRINGS, a public body, corporate and politic, ("Grantor"), hereby grants to DESERT COMMUNITY COLLEGE DISTRICT., a California Community College District ("Grantee"), the real property ("Property") legally described in Exhibit "A," attached hereto and incorporated herein by this reference.

Unless stated otherwise, all capitalized terms herein shall have the same meaning as set out in the Property Transfer and Development Agreement ("PTDA"), dated July 21, 2010 by and between the parties, described in Section 1 herein below.

Section 1. Uses.

The Property will be developed by the Grantee for the Grantee's West Valley Community College Campus, subject to the terms of the Redevelopment Plan for the Grantor's Merged Project Area No. 1 and the PTDA, which is incorporated herein by reference.

Section 2. Obligation to Refrain from Discrimination.

The Grantee covenants by and for itself, and any successors in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex, race, color, religion, creed, marital status, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

- (A) In deeds: "The grantee herein covenants by and for himself, his heirs, executors, administrators and 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 sex, race, color, creed, religion, marital status, handicap, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.”

- (B) In leases: “The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of sex, race, color, creed, national origin or ancestry, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy, of tenants, lessees, sublessees, subtenants or vendees in the land herein leased.”

- (C) In contracts: “There shall be no discrimination against or segregation of, any person, or group of persons on account of sex, race, color, creed, religion, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.”

### Section 3. Mortgage Protection.

No violation or breach of the covenants, conditions, restrictions, provisions, or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust, provided, however, that any subsequent owner of the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner’s title was acquired by foreclosure, deed in lieu of foreclosure, trustee’s sale or otherwise.

### Section 4. Amendments.

Both Grantor, its successors and assigns, and Grantee, its successors and assigns in and to all or any part of the fee title to the Property shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, easements or restrictions contained

in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property. The covenants contained in this Grant Deed, without regard to technical classification shall not benefit or be enforceable by any owner of any other real property. Any amendments to the Redevelopment Plan which change the uses or development permitted on the Property, or otherwise change any of the restrictions or controls that apply to the Property, shall require the written consent of Grantee or the successors and assigns of Grantee in and to all or any part of the fee title to the Property, but any such amendment shall not require the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2010.

"GRANTOR"

THE COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF PALM  
SPRINGS,  
a public body corporate and politic

By: \_\_\_\_\_  
David H. Ready, Executive Director

ATTEST:

\_\_\_\_\_  
James Thompson, Assistant Secretary

APPROVED AS TO FORM:  
WOODRUFF, SPRADLIN & SMART

\_\_\_\_\_  
Douglas C. Holland, Agency Counsel

"GRANTEE"

DESERT COMMUNITY  
COLLEGE DISTRICT,  
A California Community College District

By:   
Jerry R. Patton, President

APPROVED AS TO FORM:  
LOZANO SMITH

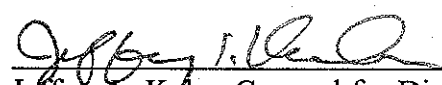
  
Jeffrey L. Kuhn, Counsel for District

EXHIBIT "A"

**LEGAL DESCRIPTION OF PROPERTY**

119.37 Gross acres of vacant land at the north northwest corner of Tramview Road and Indian Canyon Drive, Palm Springs, Riverside County, California

The Riverside County Assessor identifies the subject property as follows: APN 669-330-029.

The subject property is further described as lot 7 in section 34, Township 3 South, Range 4 East, San Bernardino Base and Meridian, according to the supplemental plat accepted by the US Bureau of Land Management on March 29, 2010.