

**** Revised ****



**Carson Reclamation Authority
Special Meeting**

**Wednesday, October 1, 2025
701 East Carson Street
City Hall**

4:00 PM

Lula Davis-Holmes, Authority Chair

Cedric Hicks, Authority Vice Chair

Ray Aldridge, Jr., Board Member

Lillian Hopson, Board Member

Dianne Thomas, Board Member

This Agenda and corresponding staff reports can be found on the City of Carson website at www.ci.carson.ca.us

“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 City Clerk’s office at 310-952-1720 at least 48 hours prior to the meeting.” (Government Code Section 54954.2)

PUBLIC INFORMATION

The public may address the members of the Carson Reclamation Authority on matters within the jurisdiction of the Authority during the designated public comment periods. There will be two oral communication sessions: one on items ON the agenda, and another on the matters NOT on the agenda. The Oral Communications portion of the agenda is limited to one hour, with comments from each speaker limited to 3 minutes depending on the number of speakers, unless otherwise approved by the board.

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

- **Email:** cityclerk@carsonca.gov (up to 2 hours prior to the start of the meeting).
- **Written:** Delivered to the City Clerk’s Office at City Hall (up to 2 hours prior to the start of the meeting).

Emailed and written comments received by the City Clerk’s Office may not be read aloud during the meeting but will be provided to the Board and incorporated into the record.

PUBLIC VIEWING OF THIS MEETING WILL BE AVAILABLE BY:

- **Livestream:** www.carsonca.gov
- **YouTube:** www.youtube.com/@CityofCarsonCalifornia
- **Cable TV:** Spectrum (Channel 35) and ATT (Channel 99)

RULES OF DECORUM:

- 1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.*
- 2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.*
- 3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.*

4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

- Treat everyone courteously
- Listen to others respectfully
- Exercise self-control
- Give open-minded consideration to all viewpoints
- Focus on the issues and avoid personalizing debate
- Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and rolls for forging sound decisions

Everyone is urged to take appropriate health safety precautions before entering Carson City Hall. Wearing a mask is not required but highly recommended for those who are experiencing any airborne illness symptoms.

CALL TO ORDER: CARSON RECLAMATION AUTHORITY (4:00PM)

ROLL CALL (AUTHORITY SECRETARY)

FLAG SALUTE

INVOCATION

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION RECOMMENDED ACTION

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (AUTHORITY SECRETARY)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (AUTHORITY COUNSEL)

RECESS INTO CLOSED SESSION

RECONVENE INTO OPEN SESSION

REPORT ON CLOSED SESSION ACTIONS (AUTHORITY COUNSEL)

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may address the members of the Carson Reclamation Authority on any matters within the jurisdiction of the Carson Reclamation Authority. No action may be taken on non-agendized items except as authorized by law. Speakers are limited to no more than three minutes, speaking once.

CONSENT

2. CONSIDER RENEWAL OF A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. WITH A LIMIT OF \$60,490,803 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$409,342, AN ENGINEERING FEE OF \$3,500, AND SURPLUS LINES TAX OF \$13,128 FOR A TOTAL OF \$425,970, PROCURED THROUGH MARSH USA, INC.

RECOMMENDED ACTION

- 1. APPROVE A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. CONSIDER RENEWAL OF A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. WITH A LIMIT OF \$60,490,803 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$409,342, AN ENGINEERING FEE OF \$3,500, AND SURPLUS LINES TAX OF \$13,128 FOR A TOTAL OF \$425,970, PROCURED THROUGH MARSH USA, INC.
- 2. AUTHORIZE the Executive Director to bind the Policy

3. AUTHORIZE EXECUTIVE DIRECTOR TO APPROVE AND BIND COVERAGE ON A COMMERCIAL GENERAL LIABILITY POLICY FROM UNITED SPECIALTY INSURANCE COMPANY (PRIMARY) AND ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY AND AMBRIDGE (LLOYD'S), EXCESS CARRIERS, PROCURED THROUGH MARSH RISK & INSURANCE SERVICES IN AN AGGREGATE LIMIT OF \$10,000,000 (\$1,000,000 PRIMARY/\$4,000,000 PLUS \$5,000,000 EXCESS) AT A PREMIUM AMOUNT NOT TO EXCEED \$123,602

RECOMMENDED ACTION

- AUTHORIZE the Executive Director to bind coverage on behalf of the Carson Reclamation Authority on a Commercial General Liability Policy with United Specialty Insurance Company (primary carrier) on a \$1,000,000 per occurrence/\$2,000,000 general aggregate/ \$2,000,000 products-completed operations basis; Endurance American Specialty Insurance for \$4,000,000 in excess of the first \$1,000,000; and Ambridge (Lloyds) for \$5,000,000 in excess of the first \$5,000,000, for a total of \$10,000,000 in coverage, procured through Marsh Risk & Insurance Services, with a total cost of \$123,602 including broker commission and surplus lines taxes.

4. CONSIDER SECOND AMENDMENT TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH CARSON GOOSE OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A PARCEL COMMONLY KNOWN AS CELL 1 OF THE FORMER CAL COMPACT LANDFILL, 20400 S. MAIN STREET
RECOMMENDED ACTION

- 1. APPROVE the Second Amendment to an Exclusive Negotiating Agreement with Carson Goose Owner, LLC.
- 2. AUTHORIZE the Chair to execute the ENA Amendment and all related documents in a form acceptable to the Authority Counsel.

DISCUSSION

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

ADJOURNMENT



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Wednesday, October 1, 2025, 4:00 PM

CLOSED SESSION 1.

To: Carson Reclamation Authority
From: John Raymond, Executive Director
Subject: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

I. SUMMARY

II. RECOMMENDATION

A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the Carson Reclamation Authority is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

III. ALTERNATIVES

IV. BACKGROUND

V. FISCAL IMPACT

VI. EXHIBITS



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Wednesday, October 1, 2025, 4:00 PM

CONSENT 2.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER RENEWAL OF A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. WITH A LIMIT OF \$60,490,803 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$409,342, AN ENGINEERING FEE OF \$3,500, AND SURPLUS LINES TAX OF \$13,128 FOR A TOTAL OF \$425,970, PROCURED THROUGH MARSH USA, INC.

I. SUMMARY

This action is the renewal of the Property Insurance Policy (Policy) originally acquired by the CRA in October 2021 and renewed in 2022, 2023, and 2024, authorizes the Executive Director to approve and bind a renewal of the PIP on behalf of the CRA.

The proposal contained herein for the CRA Board's approval is for the full requested limit of \$60,490,803, which was increased slightly from 2024 after a large increase in 2023 from the previous estimated value of \$39,599,519. All insurers in the current property insurance environment have, over the past several years, required their insureds to update the total insured value (TIV) of their properties. In 2023 the CRA had to undertake a replacement cost exercise for the Landfill Operations Center, the installed remedial systems, and the on-site inventory.

The insurance carrier proposed is the current insurer, Starr Technical Risks Agency, Inc. and the premium is \$409,342 with \$13,128 in Surplus Lines Taxes, plus an Engineering Fee of \$3,500, for a total of \$425,970, down slightly from last year. The Engineering Fee pays for an inspection of the site every other year. Staff recommends keeping the Self Insured Retention (SIR) at \$500,000, which represents the largest opportunity for cost savings from the original \$100,000 SIR. The CRA is working with its brokers on ways to reduce the annual cost burden since property insurance will likely be a permanent annual obligation.

Even so, pursuant to the Amendment #3 to the Option Agreement between Carson Goose Owner, LLC (CGO) and the CRA, approved by the CRA Board in September, 2023 CGO remains obligated to pay for the CRA's costs of the Policy premium as a "bridge" policy covering the CRA until construction can commence and the CRA can be covered by a Builder's Risk policy, if that remains an option.

II. RECOMMENDATION

1. **APPROVE** A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS AGENCY, INC. CONSIDER RENEWAL OF A PROPERTY INSURANCE POLICY WITH STARR TECHNICAL RISKS

AGENCY, INC. WITH A LIMIT OF \$60,490,803 AND WITH A \$5,000,000 EARTHQUAKE SUBLIMIT AT A TOTAL PREMIUM NOT TO EXCEED \$409,342, AN ENGINEERING FEE OF \$3,500, AND SURPLUS LINES TAX OF \$13,128 FOR A TOTAL OF \$425,970, PROCURED THROUGH MARSH USA, INC.

2. **AUTHORIZE** the Executive Director to bind the Policy

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

In 2017 the CRA procured Comprehensive General Liability (GL) and Builder's Risk (BR) insurance policies for the former Cal Compact Landfill site (Site). These policies differ from the Pollution Legal Liability and Contractor's Pollution Liability in that they do not insure against pollution risk, but rather insure against risks that typically occur on a construction project. Those original policies were replaced in 2018 by a comprehensive "wrap" insurance program developed jointly with CAM-Carson LLC (CAM), called an Owner Controlled Insurance Program (OCIP).

From 2017 until 2021, the CRA had a Builder's Risk (BR) policy on the Site instead of property insurance because of the ongoing construction of the remedial systems (the premium of which was paid by the CRA) and the horizontal construction (the premium of which was paid for primarily by CAM). In 2020, the CRA Board approved the renewal of the BR policy for a year at a cost of \$82,611.30 plus Surplus Lines Taxes and Stamping Fees of \$2,643.53; that policy ended on October 12, 2021. No renewals to the BR were available after that date because no construction was occurring.

When the CRA renewed its share of the BR policy in October 2020 it excluded Cell 2, which was the responsibility of CAM under the wrap agreements and was covered by the existing wrap program. Instead, the 2020 renewal protected the investments that CRA or its predecessors made in the construction of civil or remedial infrastructure on Cells 1, 3, 4, and 5. The wrap program expired, and with the return of CAM to the project, CAM had the responsibility to develop a new wrap program on Cell 2 if that's the direction they were to choose. Carson Goose Owner, LLC (CGO), the developer of Cells 3, 4, and 5, is developing such a program on those cells.

In 2021, CRA Staff procured a property insurance policy from Starr Technical Risks Agency, Inc. through the CRA's broker, Marsh USA, Inc., for the requested limit of \$39,599,519, with a \$5,000,000 sublimit for earthquake. (This means a claim arising from an earthquake would have a limit of \$5,000,000; it is better than an earthquake exclusion and a significant portion of the premium is dedicated to this earthquake coverage.) The \$39,599,519 represented the value of the CRA's installed remedial systems including the Landfill Operation System, the Gas Collection and Control System, the Groundwater Extraction and Treatment System, and certain landfill liner. The total premium was \$276,980 in 2021. There were also \$4,680 in engineering and inspection fees which were in addition to the premium but there was no Surplus Lines Tax as is common on several other CRA policies, as the insuring paper was with Ace American Insurance Company, an admitted carrier in California.

In 2022, given the dramatic increase in premiums in 2021 from the previous 2020 BR policy renewal, Marsh started soliciting renewal quotes early from the current insurer and additional quotes from other insurance markets under similar terms as 2021 (i.e., the coverage would be for property insurance on already-constructed improvements until the resumption of construction).

Notwithstanding the additional time the Broker had in the market, the only quote received by the CRA for renewal of the Policy was from the current insurer, Starr Technical Risks Agency, Inc.. Due to significant the nature of the risk presented by the Site and volatility in the property insurance market, there were no other takers for the policy. There are fewer carriers in the property insurance market and the carriers' appetite for risks such as an incomplete remedial system on an unclosed landfill is smaller, and the insurer increased premiums as a hedge against higher construction costs.

The 2022 renewal premium was \$304,678. In 2023, the full requested limit rose to \$58,631,848, up from the previous estimated value of \$39,599,519. Based on the extreme volatility in the property insurance market globally, all insurers in the property insurance environment required their insureds to update the TIV of their properties, and as a result the CRA had to undertake a replacement cost exercise for the Landfill Operations Center, the installed remedial systems, and the on-site inventory. The past several years has seen significant construction cost escalation and we used construction cost guidebooks. The 2023 premium was \$515,164, up from 2022's \$304,678, or 14.2% percent higher than 2022's, which was 9.2% higher than 2021's, but the 69.1% increase in the total cost was due to higher rates compounded by the significantly increased TIV for the same coverage as well as a \$3,500 inspection Fee (not applied in 2022) and \$15,877 in Surplus Lines Taxes. The CRA hadn't had to pay Surplus Lines taxes in prior years because Ace American was an admitted carrier, but the insured paper in 2023 and this year is through Starr Surplus lines Insurance Company, which is not.

Last year's premium was \$419,378.30 with surplus lines taxes of \$13,336.23, for a total cost of \$431,682.42. The insurance carrier proposed is still the current insurer, Starr Technical Risks Agency, Inc.. This year's total of \$425,970 is about 1% less than last year. Starr Technical Risks Agency, Inc. is still the insurer. Under the terms of Amendment #3 to the Option Agreement between CGO and the CRA, approved by the CRA Board in September, 2023, CGO remains obligated to pay for the CRA's costs of the Policy premium as a "bridge" policy covering the CRA until construction can commence. Under the proposed Insurance Administration Agreement, CGO will procure its own BR and GL insurance programs for those cells upon closing. If construction commences on Cells 3, 4, and 5 or resumes on Cell 2 during the term of the proposed renewal of the Policy, some of the coverage may be able to switch to a BR policy with a return of some of the pro-rated premium, to be determined at that time.

V. FISCAL IMPACT

The cost of the Policy is estimated to be approximately \$425,970. However, CGO is obligated to pay for the CRA's costs of the Policy premium as a "bridge" policy covering the CRA until construction can commence and the CRA can be covered by a Builder's Risk policy. Thus, there would be no fiscal impact upon the CRA and/or its finances.

VI. EXHIBITS

1. 25-26 Property Proposal (Revised)

Attachments

[25-26 CRA Property Proposal \(Revised\)9.30](#)

**Carson Reclamation Authority
2025 - 2026 Property Insurance Renewal**



Insurance Program	Expiring Starr Technical Risks	Renewal - Option 1 Starr Technical Risks	Renewal - Option 2 Starr Technical Risks	Renewal - Option 3 Starr Technical Risks
Insuring Paper	Starr Surplus Lines Insurance Company	Starr Surplus Lines Insurance Company	Starr Surplus Lines Insurance Company	Starr Surplus Lines Insurance Company
AM Best Rating	A+ XV	A+ XV	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted	Non-Admitted	Non-Admitted
Term	10/12/2024 - 10/12/2025	10/12/2025 - 10/12/2026	10/12/2025 - 10/12/2026	10/12/2025 - 10/12/2026
Coverage				
Primary Limits				
Property Damage	\$58,631,848	\$60,390,803	\$60,390,803	\$60,390,803
Earthquake (Annual Aggregate)	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Flood (Annual Aggregate)	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Coastal Windstorm	\$58,631,848	\$58,631,848	\$58,631,848	\$58,631,848
Business Interruption (Time Element)	Not Covered	Not Covered	Not Covered	Not Covered
Contingent Business Interruption and Extra Expense	Not Covered	Not Covered	Not Covered	Not Covered
Extra Expense	\$100,000	\$100,000	\$100,000	\$100,000
Ordinary Payroll Expenses	Not Covered	Not Covered	Not Covered	Not Covered
Soft Costs	Not Covered	Not Covered	Not Covered	Not Covered
Additional Limits and Sublimits				
Accounts Receivable	\$250,000	\$250,000	\$250,000	\$250,000
Boiler & Machinery Sublimits:				
Ammonia Contamination (Any One Accident)	\$250,000	\$250,000	\$250,000	\$250,000
Consequential Damage (Any One Accident)	\$250,000	\$250,000	\$250,000	\$250,000
Contaminants or Pollutants (Annual Aggregate)	\$25,000	\$25,000	\$25,000	\$25,000
Expediting Expenses (Any One Accident)	\$250,000	\$250,000	\$250,000	\$250,000
Hazardous Substances (Any One Accident)	\$250,000	\$250,000	\$250,000	\$250,000
Water Damage (Any One Accident)	\$250,000	\$250,000	\$250,000	\$250,000
Civil / Military Authority	2 Consecutive Weeks	2 Consecutive Weeks	2 Consecutive Weeks	2 Consecutive Weeks
Contaminants or Pollutants (Annual Aggregate)	\$25,000	\$25,000	\$25,000	\$25,000
Cost of Inventory and Appraisal	\$100,000	\$100,000	\$100,000	\$100,000
Debris Removal	Greater of \$500,000 or 25% of Loss	Greater of \$500,000 or 25% of Loss	Greater of \$500,000 or 25% of Loss	Greater of \$500,000 or 25% of Loss
Demolition and Increased Cost of Construction	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Electronic Media and Records	\$100,000	\$100,000	\$100,000	\$100,000
Errors and Omissions	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Expediting Cost	\$100,000	\$100,000	\$100,000	\$100,000
Fire Department Charges	\$100,000	\$100,000	\$100,000	\$100,000
Ingress / Egress	2 Consecutive Weeks	2 Consecutive Weeks	2 Consecutive Weeks	2 Consecutive Weeks
Loss Adjustment Expenses	\$100,000	\$100,000	\$100,000	\$100,000
Miscellaneous Unnamed Locations	\$100,000	\$100,000	\$100,000	\$100,000
Newly Acquired Property (90 Day Reporting Requirement)	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Personal Property Temporarily Off Premises	\$25,000	\$25,000	\$25,000	\$25,000
Service Interruption (Physical Damage Only)	\$100,000	\$100,000	\$100,000	\$100,000
Transit	\$25,000	\$25,000	\$25,000	\$25,000
Underground Pipes, Bridges, and Roadways (if reported on the Statement of Values)	\$500,000	\$500,000	\$500,000	\$500,000
Valuable Papers and Records	\$250,000	\$250,000	\$250,000	\$250,000
Deductibles				
All Other Perils	\$500,000	\$500,000	\$750,000	\$1,000,000
Earthquake	5% of TIV at risk per location subject to \$250,000 minimum per occurrence	5% of TIV at risk per location subject to \$250,000 minimum per occurrence	5% of TIV at risk per location subject to \$750,000 minimum per occurrence	5% of TIV at risk per location subject to \$1,000,000 minimum per occurrence
Flood	\$500,000 except Zones A, V, and Subzones - 2% of TIV at risk per location subject to \$500,000 minimum for contents and \$500,000 for buildings per occurrence	\$500,000 except Zones A, V, and Subzones - 2% of TIV at risk per location subject to \$500,000 minimum for contents and \$500,000 for buildings per occurrence	\$750,000 except Zones A, V, and Subzones - 2% of TIV at risk per location subject to \$500,000 minimum for contents and \$750,000 for buildings per occurrence	\$1,000,000 except Zones A, V, and Subzones - 2% of TIV at risk per location subject to \$500,000 minimum for contents and \$1,000,000 for buildings per occurrence
Coastal Windstorm	5% of TIV at risk per location subject to \$250,000 per occurrence	5% of TIV at risk per location subject to \$250,000 per occurrence	5% of TIV at risk per location subject to \$750,000 per occurrence	5% of TIV at risk per location subject to \$1,000,000 per occurrence
Extra Expense	\$500,000	\$500,000	\$750,000	\$1,000,000
Off Premises Service Interruption	24 Hours	24 Hours	24 Hours	24 Hours
Costs				
Property Exposure - Property TIV	\$58,631,848	\$60,390,803	\$60,390,803	\$60,390,803
Property Premium	\$418,378	\$409,342	\$392,329	\$382,783
Rate per \$100 Property Exposure	\$0.71	\$0.68	\$0.65	\$0.63
Inspection Fee	\$0	\$3,500	\$3,500	\$3,500
Surplus Lines Taxes and Fees	\$13,304	\$13,128	\$12,587	\$12,284
Estimated Total Cost	\$431,682	\$425,970	\$408,416	\$398,567
Optional: Terrorism (Certified & Non-Certified)	Declined	\$13,576	\$13,576	\$13,576
Minimum Premium	No Minimum Earned Premium	No Minimum Earned Premium	No Minimum Earned Premium	No Minimum Earned Premium

Carson Reclamation Authority
2025 - 2026 Property Insurance Renewal



Insurance Program	Expiring Starr Technical Risks	Renewal - Option 1 Starr Technical Risks	Renewal - Option 2 Starr Technical Risks	Renewal - Option 3 Starr Technical Risks
Insuring Paper	Starr Surplus Lines Insurance Company	Starr Surplus Lines Insurance Company	Starr Surplus Lines Insurance Company	Starr Surplus Lines Insurance Company
AM Best Rating	A+ XV	A+ XV	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted	Non-Admitted	Non-Admitted
Term	10/12/2024 - 10/12/2025	10/12/2025 - 10/12/2026	10/12/2025 - 10/12/2026	10/12/2025 - 10/12/2026
Coverage				
Payment Terms	30 days from inception	30 days from inception	30 days from inception	30 days from inception
Marsh Commission	10%	10%	10%	10%
Endorsements and Exclusions				
Asbestos Exclusion	X	X	X	X
Authorities Endorsement	X	X	X	X
Biological, Chemical, or Nuclear Exclusion	X	X	X	X
Certificates of Insurance Endorsement	X	X	X	X
Communicable Disease Exclusion (New Form)	X	X	X	X
Cyber Physical or Non-Physical Damage Exclusion	X	X	X	X
Mold Exclusion	X	X	X	X
Political Risk Exclusion	X	X	X	X
Replacement Cost Endorsement	X	X	X	X
Terrorism Exclusion (unless otherwise elected)	X	X	X	X
Total Terrorism Exclusion	X	X	X	X
Trade or Economic Sanctions Endorsement	X	X	X	X
Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith, located beyond 1,000 ft. from any Insured premises - Exclusion	X	X	X	X
Subjectivities				
Signed Statement of Values _____				
Signed TRIA Selection Form _____				
Inspection Contact (name, phone #, email) _____				

Note: The details and estimated figures provided in this document are summaries only. Please refer to the actual quote for detailed terms and conditions.



Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Wednesday, October 1, 2025, 4:00 PM

CONSENT 3.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: AUTHORIZE EXECUTIVE DIRECTOR TO APPROVE AND BIND COVERAGE ON A COMMERCIAL GENERAL LIABILITY POLICY FROM UNITED SPECIALTY INSURANCE COMPANY (PRIMARY) AND ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY AND AMBRIDGE (LLOYD'S), EXCESS CARRIERS, PROCURED THROUGH MARSH RISK & INSURANCE SERVICES IN AN AGGREGATE LIMIT OF \$10,000,000 (\$1,000,000 PRIMARY/\$4,000,000 PLUS \$5,000,000 EXCESS) AT A PREMIUM AMOUNT NOT TO EXCEED \$123,602

I. SUMMARY

This action authorizes the Executive Director to approve and bind a commercial general liability policy with United Specialty Insurance Company (primary carrier) on a \$1,000,000 per occurrence/\$2,000,000 general aggregate; Endurance American Specialty Insurance for \$4,000,000 in excess of the first \$1,000,000; and Ambridge (Lloyds) for \$5,000,000 in excess of the first \$5,000,000, for a total of \$10,000,000 in coverage. The premium including Surplus Lines Taxes and commissions is \$122,326 for this one-year policy. The increase this year was entirely due to increasing the exposure limit from \$4,700,000 to \$5,000,000 due to rises in the O&M contract, and not any rate increase.

II. RECOMMENDATION

TAKE the following action:

AUTHORIZE the Executive Director to bind coverage on behalf of the Carson Reclamation Authority on a Commercial General Liability Policy with United Specialty Insurance Company (primary carrier) on a \$1,000,000 per occurrence/\$2,000,000 general aggregate/ \$2,000,000 products-completed operations basis; Endurance American Specialty Insurance for \$4,000,000 in excess of the first \$1,000,000; and Ambridge (Lloyds) for \$5,000,000 in excess of the first \$5,000,000, for a total of \$10,000,000 in coverage, procured through Marsh Risk & Insurance Services, with a total cost of \$123,602 including broker commission and surplus lines taxes.

III. ALTERNATIVES

TAKE another action deemed acceptable by the Authority Board.

IV. BACKGROUND

For the development of general liability insurance coverage in 2017-2018, the CRA worked with its brokers and with CAM-Carson, LLC to develop a General Liability Owners Controlled Insurance Program (OCIP). An OCIP covered multiple owners and contractors and placed the claims management process in the hands of the property owner, as the policy sits in excess of the corporate GL coverage provided by the contractors on site (who would frequently have the primary liability for a GL incident) and was managed by a contractual OCIP administrator. The OCIP was bound in September 2018 for a period of five years and expired on September 12, 2023.

Since the CRA was not in construction mode in 2023, it was anticipated that the CRA would be covered as an additional insured by the GL coverage procured by the Cell 3, 4, and 5 Developer, Carson Goose Owner, LLC ("Developer") pursuant to the Insurance Administration Agreement (IAA) and would not have to acquire replacement coverage for the OCIP. At this point the CRA is now engaged in O&M and construction activity on Lenardo Road and the Cell 2 buffer, which commenced in June. A separate GL policy (road-only) was obtained to accommodate the additional construction liability.

The Developer has not yet closed on the acquisition of Cells 3, 4, and 5 but anticipates doing so in the very near future. Since the CRA is now under construction with Lenardo before the Developer begins any construction activity on Cells 3, 4, and 5, the CRA acquired this O&M-related GL policy and the separate road-only policy because it couldn't wait to come under the Developer's.

The language of the IAA states:

"From the date specified in each subsection below until the date specified in the subsection below or if no such date is specified, until Substantial Completion, Developer shall maintain, or cause to be maintained, the following:

4.01. Pre-Construction General Liability Insurance Program. Commencing on September 14, 2024 and at all times until the Developer Construction GL is obtained, Developer shall cause any contractors retained by Developer to perform pre-construction work to maintain commercial general liability insurance and umbrella and/or excess liability insurance (the "Pre-Construction GL"), including coverage for personal injury, bodily injury, death, accident and property damage, which insurance shall: (i) (1) be on a "occurrence" form; (2) be the primary insurance for third-party bodily injury and property damage at, on or under the Remainder Cells; and (3) collectively provide minimum coverage limits of at least (A) \$10,000,000 per occurrence, (B) \$10,000,000 general aggregate, and (C) \$10,000,000 products completed operations aggregate over the term of the policy...The CRA will be scheduled as an additional insured under the Pre-Construction GL."

and

"5.01. Developer Insurance Obligations. Developer "shall be required to maintain all Insurance Programs required herein with insurers that are unaffiliated with Developer and having financial ratings reasonably acceptable to CRA, in form and substance satisfactory to the CRA in its reasonable discretion. In the event that Developer fails to obtain one or more of the Construction Policies or minimum coverage terms required herein with respect to any Construction Policy (the underlying condition that Developer fails to satisfy as required under this Agreement, an "Uninsured Construction Risk"), then the parties shall work together diligently and in good faith to: (i) secure insurance coverage for such Uninsured Construction Risk that is acceptable to CRA, in its reasonable discretion (the "CRA Insurance Solution") and the costs associated with obtaining the CRA Insurance Solution (including, without limitation, premiums and applicable brokerage fees) shall be paid entirely by Developer.

Under Section 4.01 and 5.01 of the IAA, the GL Policy must be at a \$10,000,000 limit and in the event the Developer does not acquire it, the parties shall work together to acquire the policy to be paid entirely by the Developer. This is that policy. Other details of the Policy include:

Deductible: \$10,000 per incident (subject to contractor requirements described below) Term: 10/12/2024 -10/12/2025; 25% minimum earned premium

Insureds: Carson Reclamation Authority and a right to add Carson Goose Owner, LLC effective as of the closing date.

Coverage Grants:

1.

- a. Bodily Injury and Property Damage: The insurer will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which the insurance applies. The insurer has the right and duty to defend the insured against any "suit" seeking those damages.
- b. Premises/Operations: This coverage is used to insure against claims arising out of a Named Insured's ownership, maintenance or use of premises including any operations that are in progress.
- c. Products/Completed Operations. This coverage is used to insure against claims arising out of bodily injury and property damage that result from work performed at the designated project site.

Notable Coverage Items and Key Exclusions:

1.

- a. Subsidence Exclusion - exclusion for losses arising out of any subsidence or earth movement, including any movements of land caused by or arising out of operations by or on behalf of the insured.
- b. Digging and Excavation Exclusion - exclusion for losses arising out of or related to digging, excavation, boring or any similar underground work of any nature unless the following specific conditions are met: (i) prior to digging, third-party locator has marked all underground lines and the insured retains a written response from locator; (ii) utility lines are disconnected or turned off during the digging; and (iii) insured maintains written records confirming the foregoing for 2 years following completion of activities.
- c. Contractor Warranty and Conditions - deductible increases to \$50,000 unless contractors (i) maintain at least \$1,000,000 per occurrence and \$2,000,000 aggregate general liability limits of liability and (ii) contractually release and indemnify the insured for contractors' acts and omissions.
- d. Total Pollution Exclusion (including per- and polyfluoroalkyl substances and chlorine-chlorate).
- e. Other Key Policy Exclusions: (i) asbestos, (ii) arsenic, (iii) lead, (iv) sulfates, (v) EIFS, (vi) worker's compensation, (vii) automobile liability, (viii) employment practices, (ix) silica and silica related dust, (x) professional services, and (xi) media run-off.

V. FISCAL IMPACT

The quoted premium is \$122,326 including broker commission and excess. Under Section 5.01 of the IAA, this is to be paid for by the Developer.

VI. EXHIBITS

1. Marsh 2025-2026 GL and Excess Renewal Quote Summary

Attachments

[Marsh 2025-2026 GL and Excess Renewal Quote Summary.](#)

Carson Reclamation Authority
2025 - 2026 GL and Excess Renewal Quote Summary



Effective October 12, 2025 - 2026

Exposure - \$4,700,000

Insurance Program	Insurer	Base Premium	Audit Rate	Policy Fee	Tax	Total
General Liability - \$1M Occurrence / \$2M Agg	United Specialty Insurance Company	\$55,460	\$11.25	\$1,000	\$1,795	\$58,255
Excess Liability - \$4M x Primary	Endurance American Specialty Insurance Company	\$33,306	\$6.92	\$0	\$1,059	\$34,365
Excess Liability - \$5M x \$5M	Certain Underwriters at Lloyds	\$27,825	\$5.64	\$500	\$901	\$29,226
Total						\$121,846

Revised Exposure - \$5,000,000 (6.4% Increase)

Insurance Program	Insurer	Base Premium	Audit Rate	Policy Fee	Tax	Total
General Liability - \$1M Occurrence / \$2M Agg	United Specialty Insurance Company	\$56,250	\$11.25	\$1,000	\$1,821	\$59,071
Excess Liability - \$4M x Primary	Endurance American Specialty Insurance Company	\$33,806	\$6.76	\$0	\$1,075	\$34,881
Excess Liability - \$5M x \$5M	Certain Underwriters at Lloyds	\$28,237	\$5.65	\$500	\$914	\$29,651
Total						\$123,602

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**Carson Reclamation Authority
2025 - 2026 General Liability Insurance**



Primary Liability

Insurance Program	Expiring	
	General Liability Venture	General Liability Venture
Insuring Paper	United Specialty Insurance Company	United Specialty Insurance Company
AM Best Rating	A X	A X
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Term	10/12/2024 - 10/12/2025	10/12/2025 - 10/12/2026
Costs		
Exposure Basis (Costs)	\$4,700,000	\$5,000,000
Rate per \$1,000 Costs	\$11.25	\$11.25
Auditable / Non-Auditable	Auditable	Auditable
Estimated Premium	\$52,875	\$56,250.00
Policy Fee	\$1,000	\$1,000.00
Surplus Lines Taxes and Fees (CA 3.18%)	\$1,712	\$1,820.55
Estimated Costs (excluding Terrorism/TRIA)	\$55,587	\$59,070.55
Optional: TRIA coverage (including taxes and fees)	\$5,288	\$5,625.00
Optional: Employee Benefits Liability Premium		Not Quoted
Minimum Earned Premium	25.0%	25.0%
Marsh Commission	12.5%	12.5%
Coverage		
Each Occurrence	\$1,000,000	\$1,000,000
General Aggregate	\$2,000,000	\$2,000,000
Products-Completed Operations	\$2,000,000	\$2,000,000
Personal & Advertising Injury	\$1,000,000	\$1,000,000
Damage to Premises Rented to You	\$50,000	\$50,000
Medical Coverage	\$5,000	\$5,000
Deductible	\$10,000 Each Occurrence \$5,000 Medical Payments - Per Claimant	\$10,000 Each Occurrence \$5,000 Medical Payments - Per Claimant
Notable Endorsements and Exclusions - Review Quote for complete list of all Endorsements and Exclusions		
	CGL Coverage Form (CG 00 01 12/07)	CGL Coverage Form (CG 00 01 12/07)
	Exclusion Violation of Statutes that Govern Emails Fax Phone Calls or Other Methods of Sending Material or Information	Exclusion Violation of Statutes that Govern Emails Fax Phone Calls or Other Methods of Sending Material or Information
	Exclusion Access or Disclosure of Confidential or Personal Information and Data Related Liability - Limited Liability Exception Not Included	Exclusion Access or Disclosure of Confidential or Personal Information and Data Related Liability - Limited Liability Exception Not Included
	Employment Related Practices Exclusion	Employment Related Practices Exclusion
	Total Pollution Exclusion	Total Pollution Exclusion
	Exclusion - Exterior Insulation and Finish Systems	Exclusion - Exterior Insulation and Finish Systems
	Exclusion of Terrorism	Exclusion of Terrorism
	Amendment of Insured Contract Definition	Amendment of Insured Contract Definition
	Common Policy Conditions	Common Policy Conditions
	Nuclear Energy Liability Exclusion (Broad Form)	Nuclear Energy Liability Exclusion (Broad Form)
	US Treasury Department's Office of Florien National Assets Control (OFAC) Advisory Notice to Policyholders	US Treasury Department's Office of Florien National Assets Control (OFAC) Advisory Notice to Policyholders
	Absolute Asbestos and Lead Exclusion	Absolute Asbestos and Lead Exclusion
	CGL Amendment to Insuring Agreement and Additional Exclusions and Definitions	CGL Amendment to Insuring Agreement and Additional Exclusions and Definitions
	-Pollution Exclusion	-Pollution Exclusion
	-Personal & Advertising Injury Exclusion to an "employee" of the Insured	-Personal & Advertising Injury Exclusion to an "employee" of the Insured
	-Each Occurrence Limit application	-Each Occurrence Limit application
	-Exclusions to:	-Exclusions to:
	-Punitive or Exemplary Damage, Fines and Penalties	-Punitive or Exemplary Damage, Fines and Penalties
	-Abuse or Molestation	-Abuse or Molestation
	-Pre-Existing Injury or Damage	-Pre-Existing Injury or Damage
	-Operations Covered by a Project Policy	-Operations Covered by a Project Policy
	-Athletic Actives	-Athletic Actives
	-Cross Suits	-Cross Suits
	-Silica, Silica Dust or Mixed Dust	-Silica, Silica Dust or Mixed Dust
	-Imported Drywall Materials	-Imported Drywall Materials
	-Misrepresentation or Omission in Application	-Misrepresentation or Omission in Application
	-Repair of Non-Defective Work	-Repair of Non-Defective Work
	-Site Containment	-Site Containment
	-Amendment of Definitions:	-Amendment of Definitions:
	-Employee to include leased worked	-Employee to include leased worked
	-Temporary Workers	-Temporary Workers
	-Repair of defective work hazard	-Repair of defective work hazard
	Composite Rate Endorsement	Composite Rate Endorsement

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Carson Reclamation Authority
2025 - 2026 General Liability Insurance
Primary Liability



Insurance Program	Expiring	
	General Liability Venture	General Liability Venture
	Condominium, Townhome and Tract Exclusion	Condominium, Townhome and Tract Exclusion
	Deductible Endorsement	Deductible Endorsement
Exclusion removed in 2024??	Wildfire and Wildfire Liability Exclusion	
	Exclusion for Communicable Disease Sexual Action and Sexual Harassment	Exclusion for Communicable Disease Sexual Action and Sexual Harassment
	Employee Benefits Liability Coverage (if coverage is taken)	
	Minimum and Deposit Premium	Minimum and Deposit Premium
	New York Operations Exclusion	New York Operations Exclusion
	Other Insurance Amendatory	Other Insurance Amendatory
	Professional Liability Exclusion	Professional Liability Exclusion
	Service of Suit	Service of Suit
	Contractors Warranty and Conditions -Contractor must have at least equal insurance as this policy -If condition not met the deductible increases to \$50,000	Contractors Warranty and Conditions -Contractor must have at least equal insurance as this policy -If condition not met the deductible increases to \$50,000
Exclusion removed in 2024??	Subsidence Exclusion	
	Heating Devices or Processes Exclusion	Heating Devices or Processes Exclusion
	Wrap Up and Project Policy Exclusion (Limited Off Site Exception)	Wrap Up and Project Policy Exclusion (Limited Off Site Exception)
New Wording.	Policy Limitation Total Aggregate Limit for all Construction Projects - Site is 1 project	Policy Limitation Total Aggregate Limit for all Construction Projects - \$5,000,000
	Digging and Excavation Exclusion	Digging and Excavation Exclusion
	Fungi or Bacteria Exclusion	Fungi or Bacteria Exclusion
	Exclusion for Work Performed for and Products or Equipment Provided to Electrical Related Public Utilities in CA	Exclusion for Work Performed for and Products or Equipment Provided to Electrical Related Public Utilities in CA
	Premium Basis	Premium Basis
	Premium Audit	Premium Audit
	Exclusion for Radioactive Contamination Chemical Biological Biochemical and or Electromagnetic Liability	Exclusion for Radioactive Contamination Chemical Biological Biochemical and or Electromagnetic Liability
	Trade or Economic Sanctions Exclusion	Trade or Economic Sanctions Exclusion
	Absolute Chlorine-Chlorate Exclusion	Absolute Chlorine-Chlorate Exclusion
	Absolute PFA (PER-OR POLYFLUOROALKYL SUBSTANCES) Exclusion	Absolute PFA (PER-OR POLYFLUOROALKYL SUBSTANCES) Exclusion
	Discrimination and Civil Rights Liability Exclusion	
		Exclusion - New Entities
Subjectivities		
	Signed Applications - Acord 125/126/131 and Supplemental	Signed & Dated Applications - Acord 125/126/131 and Supplemental
	Signed TRIA form	Signed TRIA form
		Favorable Sub-Contractor agreement

Note: The details and estimated figures provided in this document are summaries only. Please refer to the actual quote for detailed terms and conditions.

Carson Reclamation Authority
2025 - 2026 Excess Liability Insurance
\$4M Excess of \$1M



Expiring		
Insurance Program	Excess Liability - \$4M x Primary Sompo	Excess Liability - \$4M x Primary Sompo
Insuring Paper	Endurance American Specialty Insurance Company	Endurance American Specialty Insurance Company
AM Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Term	10/12/2024 - 10/12/2025	10/12/2025 - 10/12/2026
Costs		
Exposure Basis (Costs)	\$4,585,000.00	\$5,000,000.00
Rate per \$1,000 Costs	\$6.92	\$6.7612
Auditable / Non-Auditable	Auditable	Auditable
Estimated Premium	\$31,750.00	\$33,806.00
Surplus Lines Taxes and Fees (CA 3.18%)	\$1,009.65	\$1,075.03
Estimated Costs (excluding Terrorism/TRIA)	\$32,759.65	\$34,881.03
Optional: TRIA coverage (including taxes and fees)		\$1,690.00
Minimum Earned Premium	25% Minimum Earned Premium 90% Minimum Annual Premium	25% Minimum Earned Premium 90% Minimum Annual Premium
Marsh Commission	12.5%	12.5%
Coverage		
Each Occurrence	\$4,000,000	\$4,000,000
Aggregate	\$4,000,000	\$4,000,000
Notable Endorsements and Exclusions - Review Quote for complete list of all Endorsements and Exclusions		
		Wildfire Exclusion
	Absolute Asbestos Exclusion	Absolute Asbestos Exclusion
	Absolute Communicable Disease Exclusion	Absolute Communicable Disease Exclusion
	Absolute Pollution Exclusion	Absolute Pollution Exclusion
	Care, Custody or Control Exclusion	Care, Custody or Control Exclusion
	Cyber Liability Exclusion	Cyber Liability Exclusion
	Exclusion-Violation of Information Statutes	Exclusion-Violation of Information Statutes
	Nuclear Energy Liability Exclusion	Nuclear Energy Liability Exclusion
	Sub-Limited Coverage Exclusion	Sub-Limited Coverage Exclusion
	Vertical Construction Exclusion	Vertical Construction Exclusion
	War Liability Exclusion	War Liability Exclusion
	Bankruptcy or Insolvency Condition Endorsement	Bankruptcy or Insolvency Condition Endorsement
	Claim Notice with Eclaim Notice	Claim Notice with Eclaim Notice
	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts
	Limitation Of Coverage To Designated Premises Or Project	Limitation Of Coverage To Designated Premises Or Project
	Premium Audit Endorsement	Premium Audit Endorsement
	Service Of Suit Endorsement	Service Of Suit Endorsement
	SN - California	SN - California
	California Fraud Statement	California Fraud Statement
	Signature Page	Signature Page
	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)	U.S. Treasury Department's Office of Foreign Assets Control (OFAC)
Subjectivities		
	Signed TRIA form	Signed TRIA form

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Note: The details and estimated figures provided in this document are summaries only. Please refer to the actual quote for detailed terms and conditions.

Carson Reclamation Authority
2025 - 2026 Excess Liability Insurance
\$5M Excess of \$4M



Insurance Program	Expiring	Expiring
	Excess Liability - \$5M x \$5M Ambridge	Excess Liability - \$5M x \$5M Underwriters at Lloyd's
Insuring Paper	Certain Underwriters at Lloyds	Certain Underwriters at Lloyds
AM Best Rating		
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Term	10/12/2024 - 10/12/2025	10/12/2025 - 10/12/2026
Costs		
Exposure Basis (Costs)	\$4,700,000.00	\$5,000,000.00
Rate per \$1,000 Costs	\$5.64	\$5.65
Auditable / Non-Auditable	Auditable	Auditable
Estimated Premium	\$26,500.00	\$28,237.00
Policy Fee	\$500.00	\$500.00
Surplus Lines Taxes and Fees (CA 3.18%)	\$857.84	\$913.84
Estimated Costs (excluding Terrorism/TRIA)	\$27,857.84	\$29,650.84
Optional: TRIA coverage (including taxes and fees)	\$1,289.75	\$1,412.00
Minimum Earned Premium	25% Minimum Earned Premium	25% Minimum Earned Premium
Marsh Commission	12.5%	12.5%
Coverage		
Each Occurrence	\$5,000,000	\$5,000,000
Aggregate	\$5,000,000	\$5,000,000
Notable Endorsements and Exclusions - Review Quote for complete list of all Endorsements and Exclusions		
	Lloyd's Certificate Jacket	Lloyd's Certificate Jacket
	Complaints Procedure	Complaints Procedure
	Lines Clause	Lines Clause
	Several Liability Notice LSW1001	Several Liability Notice LSW1002
	Security Schedule	Security Schedule
	US Treasury Departments Advisory Notice (OFAC)	US Treasury Departments Advisory Notice (OFAC)
	Sanctions Limitation and Exclusion Clause	Sanctions Limitation and Exclusion Clause
	Anti-Stacking of Limits	Anti-Stacking of Limits
	Communicable Disease Exclusion	Communicable Disease Exclusion
	Consolidated Insurance (Wrap Up) Program Exclusion	Consolidated Insurance (Wrap Up) Program Exclusion
	Continuous or Progressive Injury or Damage Exclusion	Continuous or Progressive Injury or Damage Exclusion
	Cyber and Electronic Data Exclusion	Cyber and Electronic Data Exclusion
	Residential Conversion Exclusion	Residential Conversion Exclusion
	Pending or Prior Litigation Exclusion	Pending or Prior Litigation Exclusion
	Total Pollution Exclusion	Total Pollution Exclusion
	Basis of Premium	Basis of Premium
	Designated Premises Limitation	Designated Premises Limitation
	Premium Audit	Premium Audit
	Owned Auto Exclusion	Owned Auto Exclusion
	Perfluorinated Compounds or Per and Polyfluoroalkyl Substances (PFAS) Exclusion	Perfluorinated Compounds or Per and Polyfluoroalkyl Substances (PFAS) Exclusion
		CAP on Losses from Certified Acts of Terrorism
		Disclosure to Tria - Package, OCP and Umbrella
Subjectivities		
	Signed TRIA and Acord forms	Signed TRIA and Acord forms

Note: The details and estimated figures provided in this document are summaries only. Please refer to the actual quote for detailed terms and conditions.

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Carson Reclamation Authority

701 East Carson Street

Report to Carson Reclamation Authority

Wednesday, October 1, 2025, 4:00 PM

CONSENT 4.

To: Carson Reclamation Authority

From: John Raymond, Executive Director

Subject: CONSIDER SECOND AMENDMENT TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH CARSON GOOSE OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR A PARCEL COMMONLY KNOWN AS CELL 1 OF THE FORMER CAL COMPACT LANDFILL, 20400 S. MAIN STREET

I. SUMMARY

In November 2022, the Carson Reclamation Authority ("CRA") Board approved an Exclusive Agreement to Negotiate ("ENA") with District Essential Housing, LLC ("Developer") to be able to develop a residential project on Cell 1 of the Former Cal Compact Landfill. The ENA was assigned by District Essential Housing, LLC to Carson Goose Owner, LLC pursuant to an Assignment and Assumption Agreement, dated _____, 2025. This action would extend the term of the ENA for one year, until November 30, 2026.

Cell 1 is zoned for residential development above-grade (approved for up to 1,250 units) and the CRA issued a Notice of Availability ("NOA") pursuant to the Surplus Land Act process with the California Department of Housing and Community Development ("HCD"). District Essential Housing, LLC was formed for the purpose of acquiring Cell 1 for a proposed residential development on Cell 1, and in 2022 the parties entered an ENA and a Reimbursement Agreement to facilitate the transaction, which was amended in 2023. The negotiation with Carson Goose Owner, LLC will culminate in a future Purchase Agreement for Cell 1 between the parties, requiring future approval by the CRA Board.

II. RECOMMENDATION

1. **APPROVE** the Second Amendment to an Exclusive Negotiating Agreement with Carson Goose Owner, LLC.
2. **AUTHORIZE** the Chair to execute the ENA Amendment and all related documents in a form acceptable to the Authority Counsel.

III. ALTERNATIVES

TAKE another action the Board deems appropriate.

IV. BACKGROUND

The CRA and Developer entered into an ENA in November 2022 with the goal of transferring ownership of the Cell 1 Property subject to the terms of a future Purchase Agreement.

The Developer's Project under the ENA complied with the Surplus Land Act ("Act") and all regulations, procedures, and guidelines issued by the HCD relating to the Act. The Developer anticipated that the Project could include approximately 445 Lower Income units (defined as 80% or less than Area Median Income) and 805 Moderate Income units (defined as 120% or less than Area Median Income) (such affordable units, the "Affordable Units"). However, in the current cost escalation and interest rate environment, and the rates' effect on the value of Low-Income Housing Tax Credit equity, the Developer has been working to finance the Project through less traditional but more favorable sources. In addition, the search for affordable housing funds doesn't automatically mean that extraordinary subsurface costs are covered (remedial systems and piles). The funding issue has stretched out the time needed for the Developer to be able to close on the acquisition of the property.

The ENA Amendment extends the term to November 30, 2026 but doesn't change any other provision of the ENA.

V. FISCAL IMPACT

This ENA Amendment doesn't create any additional financial impact.

VI. EXHIBITS

1. Cell 1 - Second Amendment to Exclusive Right to Negotiate Agreement

Attachments

[Cell 1 - Second Amendment to Exclusive Right to Negotiate Agreement \(2042803.1\)](#)

SECOND AMENDMENT TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT
(CELL 1 – 20400 S. MAIN STREET, CARSON, CA)

This SECOND AMENDMENT TO EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT (CELL 1 – 20400 S. MAIN STREET, CARSON, CA) (“**Second Amendment**”) is made and entered into effective as of November 30, 2023, by and between the CARSON RECLAMATION AUTHORITY, a joint powers authority formed under the laws of California (“**Authority**”), and CARSON GOOSE OWNER, LLC, a Delaware limited liability company (together with its Permitted Assigns, “**Developer**” or collectively with the Authority, the “**parties**”, and each individually, a “**party**”).

R E C I T A L S :

A. Authority and Developer are parties to that certain Exclusive Right to Negotiation Agreement (Cell 1 – 20400 S. Main Street, Carson, CA) dated November 30, 2022 (as amended by that certain First Amendment, dated November 30, 2023, the “**ENA**”). The ENA was assigned by District Essential Housing, LLC to Carson Goose Owner, LLC pursuant to that certain Assignment and Assumption Agreement, dated September 30, 2025.

B. The parties desire to amend the ENA on the terms and conditions set forth in this Second Amendment.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Capitalized Terms.** All capitalized terms when used herein shall have the same respective meanings as are given such terms in the ENA unless expressly provided otherwise in this Second Amendment.

2. **Term.** The Term set forth in Section 1.A. of the ENA is hereby extended for an additional one (1) year period, from November 30, 2023 to November 30, 2026.

3. **No Further Modification; Conflict.** Except as specifically set forth in this Second Amendment, all of the terms and provisions of the ENA shall remain unmodified and in full force and effect. In the event of a conflict between the terms of the ENA and this Second Amendment, the terms of this Second Amendment shall prevail.

4. **Counterparts.** This Second Amendment may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. In order to expedite the transaction contemplated herein, telecopied, .pdf or other electronically delivered signatures may be used in place of original signatures on this Second Amendment. The parties intend to be bound by the signatures on the telecopied, .pdf or other electronically delivered document, are aware that the other party or parties will rely on the telecopied, .pdf or other electronically delivered signatures, and hereby

wave any defenses to the enforcement of the terms of this Second Amendment based on the form of signature.

5. **Authority.** The person(s) executing this Second Amendment on behalf of each party represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Second Amendment on behalf of such party, (iii) by so executing this Second Amendment, such party is formally bound to the provisions of this Second Amendment, and (iv) entering into this Second Amendment does not violate any provision of any other agreement to which such party is bound.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, this Second Amendment has been executed effective as of the day and year first above written.

AUTHORITY:

CARSON RECLAMATION AUTHORITY,
a California joint powers authority

By: _____
Lula Davis-Holmes
Chair

DEVELOPER:

CARSON GOOSE OWNER, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Dr. Khaleah Bradshaw
Title: Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLP

Sunny Soltani
Authority Counsel