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April 23, 2020

VIA EMAIL yhorton@cityofinglewood.org

Yvonne Horton
City Clerk's Office
c/o Mayor and City Council
Inglewood Successor Agency, Inglewood Housing Authority, Inglewood Parking Authority, Joint Powers Authority
City of Inglewood
1 West Manchester Blvd.
Inglewood, CA 90301

VIA EMAIL
mwilcox@cityofinglewood.org
ibecproject@cityofinglewood.org

Mindy Wilcox, AICP, Planning Manager
City of Inglewood, Planning Division
1 West Manchester Boulevard, 4th Floor
Inglewood, CA 90301

Re: Brown Act Violations; Cure and Correct Demand in Connection with Public Meeting on March 24, 2020 and Demand to Cease and Desist, Including Under Govt. Code § 54960.2; IBEC Project SCH 2018021056, and Request to Include this letter in Admin Record for IBEC DEIR

Public Records Act Request for March 24, 2020 Council's Closed Session Audio/Video Recording and Notes, Minutes, Records.

Dear Ms. Horton and City Officials:

I. INTRODUCTION.

This firm and the undersigned represent Kenneth and Dawn Baines, owners of the property located at 10212 S. Prairie Ave., Inglewood, directly impacted by actions taken by the City of Inglewood Council on March 24, 2020.

We write to demand that the City of Inglewood, Inglewood City Council and above-referenced City bodies (collectively "City") cure and correct their March 24, 2020 violations of the Brown Act, which violations include taking action on items not duly listed on the regular meeting agenda of the City Council for March 24, 2020 in both the open and closed-door sessions, and further include depriving the public of the opportunity to adequately participate and comment on items by failing to produce copies

of the agreement(s) that the City approved and the Mayor signed at the March 24, 2020 meeting.

As part of this cure and correct, we demand that the City invalidate any actions taken on, and related to, the Mayor's signing of the settlement agreement(s), and take no further action unless and until a copy thereof is timely produced to the public, is subject to advance public comment at a properly noticed public hearing, and is included in the administrative record for the IBEC Draft EIR, as such actions by the Mayor and City have a direct bearing on the City's consideration of the IBEC Draft EIR.

We also demand that the City to produce records and documents of the March 24, 2020 closed session.

In addition, we demand that the City cease and desist what has become an ongoing pattern and practice of Brown Act violations, particularly with regard to the IBEC Project, and that the City fully comply with the letter and spirit of the open meeting laws.

II. ONGOING PATTERN AND PRACTICE OF BROWN ACT VIOLATIONS.

The City has consistently engaged in the pattern and practice of misinforming the public about the true nature and scope of the proposed IBEC Project, as well as its required approvals. The City's actions have been previously criticized and challenged on those grounds. (See, e.g., **Exh. 1** [IRATE Letter, March 21, 2018, with enclosures of IRATE's Complaint to the District Attorney on March 15, 2018], incorporated in full herein.)

In response to IRATE's complaint and as a result of an ensuing investigation, the District Attorney concluded: "It should be noted that the deficiency of the agenda description appears to have been part of concerted efforts between representatives of the city and the Murphy's BOWL LLC to limit the notice given to the public." (**Exh. 2** [DA Letter of May 17, 2019].)

Unable to prosecute the City Council and all related persons solely because of the statute of limitations that had run, the District Attorney expressed hope that the City Council would correct their actions:

> "Violations relating to the agenda description of an item of business could render action by the city council null and void. ·However, because the complaint was received after the time limits to remedy the violation, no action will be taken at this time. Nonetheless, we sincerely hope that this letter will assist the city council in ensuring

> that such violations will not recur in the future." (**Id.** [DA Letter of May 17, 2019].)

The District Attorney's hope and the public's trust were abused by the City's violations on March 24, 2020, as further detailed below.

III. FACTUAL BACKGROUND.

On March 24, 2020 – a week after California Governor issued a stay-at-home order applicable to everyone and all non-essential services, and when the public could no longer physically participate in public meetings – the City Council held a meeting related to the Clipper's Inglewood Basketball Entertainment Center Project and effectively sealed the fate of the Inglewood community to endure the IBEC Project's 41 adverse environmental impacts. (**Exhs. 3 & 4** [NRDC Letter, March 24, 2020 and California Legislature Letter, June 28, 2019].)

In particular, the City Council convened:

(1) In closed session, to discuss the settlement of 4 ongoing lawsuits by MSG Forum and community group IRATE against the City related to the IBEC project and challenging the City on various grounds, including violations of the Brown Act, Surplus Land Act, and CEQA, and

(2) In open session, to sign an *unspecified* settlement or "tri-party agreement" or "one or more agreements" with MSG, IRATE, Clippers, City Hall and other *unidentified* people.

Unlike other items on the agenda, the noted "tri-party agreement" was not hyperlinked to or in the agenda. It was not available at the hearing. (**Exh. 5** [Daily Breeze Article re mayor signing of the settlement agreement: "The Inglewood City Council approved the settlement at its meeting Tuesday. Butts, smiling ear to ear, paused the agenda so he could sign the document immediately. A copy of the agreement was not available Tuesday."]) As of April 23, 2020 – nearly a month after it was signed – the agreement is still not linked to the agenda, or available online or elsewhere that we can determine. It was not readily available to the public even through the City Clerk's office, which – upon requests for same – had to search for it, but still has not produced it through the present time. (**Exh. 6** [emails requesting Settlement Agreement; no responses from the City to multiple requests].)

The City's actions on March 24, 2020 in connection with both open and closed-door session items violated the Brown Act.

IV. MISLEADING AND INADEQUATELY DESCRIBED AGENDA ITEM.

As before, when it was established that the City conspired with Murphy's Bowl (the developer entity of the Clippers Arena) to limit the description of the agenda item to be considered by the City Council on June 15, 2017 "so it won't identify the proposed project," and agreed not to provide the "normal 72 hours" notice under the Brown Act[1] (see **Exh. 1** [IRATE's March 15, 2018 letter to the DA as part of Exh. 1]), the City's March 24, 2020 agenda failed to provide adequate description – beyond vague statements – of the settlement agreement(s) to be approved and actually signed. The Agenda stated:

A-2. CITY ATTORNEY/GENERAL COUNSEL'S OFFICE

Consideration of and possible action on one or more agreements with MSG Forum, LLC; Inglewood Residents Against Taking and Evictions; Murphy's Boal LLC; and, other entities and individuals in furtherance of a potential settlement of claims arising from the proposed development of, and CEQA review for, the Inglewood Basketball and Entertainment Center Project, as well as obligations of the landowner of the Forum*

Recommendation:

- Consider and Act on the following agreements:

1) Release and Substitution of Guarantor Under Development Agreement by and among MSG Forum, LLC, MSGN HOLDINGS, L.P., POLPAT LLC, and the City of Inglewood; and
2) Tri-Party Agreement by and among MSG Forum, LLC, MSG Sports & Entertainment, LLC, Murphy's Bowl LLC, and the City of Inglewood.

(**Exh. 7** [March 24, 2020 City Agenda].)

The description reflects another "concerted effort" by the City and Murphy's Bowl, as previously condemned by the District Attorney, to hide information from the public as to what exactly the agreements were that the Council would possibly act upon. The description does not specify either what those "one or more agreements" are, or who the "other entities and individuals" are. Moreover, the relevant documents were not available at the hearing and were not hyperlinked or provided with the agenda packet for the public to find out the missing information.

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[1] The District Attorney concluded this was a Brown Act violation but could not prosecute because of the statute of limitations.

Most importantly, the description does not make clear that the settlement agreement(s) were related to the very same lawsuits discussed in the same day's closed session:

- MSG Forum, LLC v. City of Inglewood, et al.; Case No. YC072715;
- MSG Forum, LLC v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.; Case No. BS174710;
- Inglewood Residents Against Takings and Evictions v. City of Inglewood, et al.; Case No. B296760; and
- Inglewood Residents Against Takings and Evictions v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.; Case No. BS174709

This essential nexus between the closed session lawsuits and the subsequently signed settlement agreement(s) should have been disclosed and the description of the settlement agreement(s) should have plainly referenced, or even cross-referenced to the closed session item description, the lawsuits in order to be meaningfully informative to the public. Yet this essential information was concealed from the public. As stated by the District Attorney to the City Council in the District's Attorney's letter related to the IBEC Project:

> "The Brown Act, in Government Code section 54954.2(a)(1), requires that a local agency "post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting." That section further states, "A brief general description of an item generally need not exceed 20 words. "Courts have held that although the description need not include every detail of a matter, it must be **sufficient** to give the public "fair notice of the **essential nature** of **what** an agency will consider," and not leave the public "to **speculation**." *(San Diegans for Open Government v. City of Oceanside* (2016) 4 Cal. App. 5th 637, 645; *San Joaquin Raptor Rescue Center et al. v. County of Merced et al.* (2013) 216 Cal. App. 4th 1167, 1178.)" (**Exh. 2,** emph. added)

The City Council's agenda failed to comply with the Brown Act, Govt. Code Section 54954.2(a)(1), in that it failed to provide an adequate description of the agenda item and sufficient public notice of the essential nature of what the agency would not only consider but also act upon. As a result, the public was left to *speculate*.

Moreover, the agenda description must not be misleading. The brief description of an item that the City will consider or deliberate on cannot be ambiguous or misstate the item under discussion. Moreno v. City of King (2005) 127 Cal App 4th 17 (an item on the agenda describing consideration of contract for Interim Finance Director was not sufficient notice of actually considering the termination of the sitting Finance Director). Thus, apart from the vague and ambiguous description, compounded by failure to provide the actual settlement agreements to be signed (and which through today still have not been made publicly available, despite repeated requests [**Exh. 6**]), the agenda was also misleading, since the essential agenda items involving the City Council/Mayor's signing of the agreement(s) was misplaced and put at the end of the agenda, under the section of **"REPORTS – CITY ATTORNEY And/Or GENERAL COUNSEL."** Placing Action Items in Reports further denied fair notice to the public of the critical action the City would take.

The above-noted violations in vaguely listing the agenda items, coupled with the failure to provide the copy of the agreement(s), and misleading placement of the agenda item of signing a settlement agreement in the "report" section precluded fair notice to the public and frustrated public knowledge and participation, in violation of the Brown Act.

V. FAILURE TO PROVIDE A COPY OF THE SETTLEMENT AGREEMENT TO THE PUBLIC PRIOR TO THE CITY SIGNING IT.

Based on our information and the City's responses and lack thereof, the City Clerk has not made the settlement agreement(s) publicly available even as of the date of this letter. In any event, as of April 23, 2020, they were not placed in an active link to the relevant agenda (doing so now would be too late even if it were), and our requests for these critical documents have been entirely ignored. (**Exh. 6**.)

We further note that pursuant to Govt. Code Sec. 54954.3, the agenda must provide an opportunity for the public to address the legislative body before or during the legislative body's consideration of the item. Stated differently, apart from the fact that the agenda item was vaguely described, a person who listened to the City meeting (assuming they could even hear, given the City's terrible audio quality) and wanted to make a comment on the subject would have been precluded from doing so meaningfully because of the City's failure to produce for public review the settlement agreement(s) either prior to or even at the time of the March 24, 2020 meeting.

The City's failure to so provide a copy effectively precluded the public's right to be meaningfully informed about the agreement(s) to be signed and to address the

legislative body on that agenda item, prior to the City taking action on it, including the actual signing of the settlement agreement(s).

VI. VIOLATION OF THE CLOSED SESSION EXCEPTION UNDER THE BROWN ACT.

On the flipside, the City's agenda for the March 24, 2020 violated Govt. Code Section 54950 as it exceeded the scope of the closed session litigation exemption under Govt. Code Section 54956.9.

In particular, the agenda for the closed session provided:

> **"CS-1, CSA-5 & P-2.**
>
> Closed session – Confidential – Attorney/Client Privileged; Conference with Legal Counsel regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1); Name of Cases: MSG Forum, LLC v. City of Inglewood, et al.; Case No. YC072715; and MSG Forum, LLC v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.; Case No. BS174710.
>
> **CS-2, CSA-6, & P-3.**
>
> Closed session – Confidential – Attorney/Client Privileged; Conference with Legal Counsel regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1); Name of Cases: Inglewood Residents Against Takings and Evictions v. City of Inglewood, et al.; Case No. B296760; and
>
> Inglewood Residents Against Takings and Evictions v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.; Case No. BS174709."

It may be reasonably inferred that the closed session on the four (4) lawsuits filed by MSG and IRATE against the City and Murphy's Bowl involved settlement discussions of same. Such inference is supported by the fact that the parties in the noted four lawsuits were the same parties to the open session settlement "tri-partite" agreement, and the fact that noted lawsuits were stayed by the same parties through joint stipulations filed the day before on March 23, 2020.

While it is proper for the legislative body to discuss and/or adopt settlement agreements in closed session, it is unacceptable where, as here, such settlement pertains to significant policy changes that should have been the subject of discussion in open session, notwithstanding the provisions of the Brown Act that allow for discussion of pending litigation in closed session under Govt. Code Section 54956.9. See Trancas Property Owners Association v. City of Malibu (2006) 138 Cal.App.4th 172. In Trancas the Court held that the adoption in closed session of a settlement agreement that called for certain zoning actions violated the Brown Act because deciding to take those actions would normally be subject to the Brown Act's open meeting requirements. The court stated that whatever else Section 54956.9 permits, "the exemption cannot be construed to empower a city council to agree to take, as part of a non-publicly ratified litigation settlement, action that by substantive law may not be taken without a public hearing and an opportunity for the public to be heard." Id. at 186.

The settlement agreement in the subject City Agenda was described as pertaining to "claims arising from the proposed **development** of, and **CEQA review** for, the Inglewood Basketball and Entertainment Center Project." (Emph. added.) It is undisputed that CEQA review of an EIR – especially that of the controversial IBEC Project with 41 adverse environmental impacts – is required to be an explicitly public process. Hiding discussion of "CEQA review"-related issues behind closed door sessions and vague agenda descriptions violates that principle.

As our Supreme Court has stated:

> "We have repeatedly recognized that the EIR is the 'heart of CEQA.' [Citations.] "Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions before they are made. Thus, the EIR 'protects not only the environment but also informed self-government.'" [Citations.] To this end, public participation is an 'essential part of the CEQA process.' [Citations.]" Laurel Heights Improvement Assn. v. Regents of Univ. of California (1994) 6 Cal. 4th 1112, 1123.

The Brown Act, Govt. Code Sec. 54950, provides:

> "In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their **actions be taken openly** and that their **deliberations be conducted openly**.

> "The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created." (Emph. added.)

Govt. Code Sec. 54952.2 defines meetings and disclosure mandates broadly. As the Attorney General has explained:

> "In construing these terms, one should be mindful of the ultimate purposes of the Act – to provide the public with an opportunity to monitor and participate in decision-making processes of boards and commissions. . . . Conversations which advance or clarify a member's understanding of an issue, or facilitate an agreement or compromise among members, or advance the ultimate resolution of an issue, are all examples of communications which contribute to the development of a concurrence as to action to be taken by the legislative body." The Brown Act: Open Meetings for Local Legislative Bodies, p. 12 (Cal. Atty General's Office 2003).

Thus, the City's deliberations and discussions about signing the settlement agreement(s) on the four lawsuits during the closed session and to effectively dispose of claims of public interest and concern requiring a public hearing (including CEQA issues) violated the overarching purposes of the Brown Act and its mandates for conducting the public's business through open, non-occluded meetings and deliberations, including under Govt. Code Secs. 54950, 54952.2.

VII. CALIFORNIA PUBLIC RECORDS ACT REQUEST.

In view of the above-noted violations, where the Mayor and City improperly discussed the settlement agreement and related "CEQA review" issues and lawsuits during the closed session instead of in the open session as required by law, we request that the City provide the audio and video recordings of that closed session, as well as any minutes, notes, or records made or exchanged by anyone present at the meeting re same.

This request is made under the California Public Records Act pursuant to Government Code § 6250, et seq.

Govt. Code § 6253.9(a) requires that the agency provide documents in their native format, when requested. Pursuant to that code section, **please also provide the requested documents in their native and electronic format.**

Because I am emailing this request on April 23, 2020, pursuant to Govt. Code Secs. 6253 and 6255, please ensure that your response is provided to us by no later than **May 3, 2020**.

VIII. DECLARATORY RELIEF FOR PATTERN AND PRACTICE VIOLATIONS.

Based upon the ongoing failure of the City and City Council to properly identify the agenda items in both the closed session and the open session and allow meaningful opportunity to the public to study, be informed and comment on City actions, including through the City's failure to provide copies of documents to the public that the City intends to act upon, particularly related to the IBEC project, and as to which the District Attorney has already recognized improprieties in the City's conduct, pursuant to Government Code Section 54960.2, this letter shall also be **a demand to cease and desist** the City's pattern and practice of violating the rights of members of the public in a similar manner. We also demand that the County agree to implement training of its officials and personnel to prevent these illegal actions from occurring in the future.

IX. CONCLUSION.

The City must **cure and correct** these Brown Act violations by rescinding the March 24, 2020 approval and signing of the settlement agreement(s) and by producing/circulating them to the public in advance of and as part of any future consideration of them and their potential signing, or regarding any other potential action related to them and/or regarding all IBEC project CEQA issues.

The City must also produce all video/audio and other records and or minutes and notes of the closed session held on March 24, 2020.

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If we do not receive a positive and fully corrective response from the City, it will be necessary to initiate litigation to set aside the City Council's illegal actions and/or to seek declaratory or injunctive relief to bring the City's practices into conformity with the law. Thank you for your courtesy and prompt attention to this matter.

Very truly yours,

/s/ Robert P. Silverstein
ROBERT P. SILVERSTEIN
FOR
THE SILVERSTEIN LAW FIRM, APC

RPS:vl

cc: James T. Butts, Jr, Mayor (via email jbutts@cityofinglewood.org)
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EXHIBIT 1

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March 21, 2018

By email and Overnight Mail

Mindy Wilcox,
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City of Inglewood, 4th Floor
1 Manchester Boulevard
Inglewood, California 90301
mwilcox@cityofinglewood.org

Re: Comments on Notice of Preparation of Draft Environmental Impact Report for the Inglewood Basketball Entertainment Center

Dear Ms. Wilcox:

On behalf of Inglewood Residents Against Takings and Evictions (IRATE), we submit the following comments on the Notice of Preparation of an environmental impact report (EIR) for the Inglewood Basketball Entertainment Center (Proposed Project).

A. The ENA Must Be Rescinded Prior to Consideration of the EIR.

As an initial matter, we again call upon Inglewood to rescind its August 2017 approval of the Exclusive Negotiating Agreement (ENA) with Murphy's Bowl LLC that has locked Inglewood into refusing to consider any alternative uses of the Project site for at least three years.[1]

The NOP claims that the EIR will identify and evaluate a range of reasonable alternatives to the Proposed Project, including a No Project Alternative (Guidelines section 15126.6). However, Inglewood, along with its associated redevelopment and parking entities, through the ENA has already committed itself to refuse to consider alternatives during the three year exclusive negotiating period.

The ENA explicitly states: "During the Exclusive Negotiating Period and the sixty (60) day period referred to in Section 22 below, the Public Entities … shall not negotiate with or consider any offers or solicitations from, any person or entity, other than the

[1] IRATE seeks a writ of mandate from the Los Angeles Superior Court to require Inglewood to set aside the ENA in *Inglewood Residents Against Takings and Evictions v. Inglewood*, case no. BS 170333.

Developer, regarding a proposed DDA [Development and Disposition Agreement] for the sale, lease, disposition, and/or development of the City Parcels or Agency Parcels within the Study Area Site." (ENA, section 2 (a).) With the ENA in place, Inglewood would not in good faith be able to fully consider a range of alternatives as required by CEQA. Instead, its EIR review would become a post-hoc rationalization for a decision to approve the Proposed Arena Project which has already been made. Courts have expressly condemned such a use of an EIR:

> A fundamental purpose of an EIR is to provide decision makers with information they can use in deciding *whether* to approve a proposed project, not to inform them of the environmental effects of projects that they have already approved. If post-approval environmental review were allowed, EIR's would likely become nothing more than *post hoc* rationalizations to support action already taken. We have expressly condemned this use of EIR's.

(*Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal.3d 376, 394.)

B. Alternatives to the Arena Project Must Be Analyzed in Depth in the EIR.

While an environmental impact report is "the heart of CEQA", the "core of an EIR is the mitigation and alternatives sections." (*Citizens of Goleta Valley v. Bd. Of Supervisors* (1990) 52 Cal.3d 553, 564.) Preparation of an adequate EIR with analysis of a reasonable range of alternatives is crucial to CEQA's substantive mandate to "prevent significant avoidable damage to the environment" when alternatives or mitigation measures are feasible. (CEQA Guidelines § 15002 subd. (a)(3).)

1. A Potential Rezone of the Lockhaven Tract Back to Its Original Residential Zoning Should be Analyzed.

Alternative uses of the parcels throughout the Project area are possible, including for housing. The proposed project area, also known as the northern portion of the Lockhaven Tract, was formerly zoned as R-3 until 1980. Then it was changed to M1-L for limited manufacturing. There are people living in the northern portion of the Lockhaven Tract currently, including people receiving Section 8 housing vouchers. If the area is rezoned to a residential type of zoning as it was in 1980 and before, the vacant lots could be used for affordable housing.

From the NOP, it is apparent that one or more zone changes would be required as part of the Proposed Project approvals. (NOP, p. 5 ["Zoning Changes" listed among "Anticipated Entitlements and Approvals"].) Therefore, the alternative of changing zoning to R-3 or some other type of residential zoning should be analyzed in the EIR.

2. **The Potential for Usage of the Area for a Technology Park Must be Analyzed.**

There was discussion of a Technology Park to be placed on the parcels, and that would be a potentially feasible alternative well worth analysis in the EIR. (https://www.dailybreeze.com/2018/03/06/owners-of-the-forum-sue-inglewood-its-mayor-for-fraud-over-potential-clippers-arena/.) The area's current M-1L zoning allows for extensive uses such as hotels, warehousing, and retail sales. (https://www.qcode.us/codes/inglewood/.)

3. **The Potential for Usage of the Area for Community Serving Uses Must be Analyzed.**

The community group Uplift Inglewood has a detailed proposal for potential usage of the parcels for various parts of the project area which is posted at the following address: https://www.upliftinglewood.org/resources.

The proposal includes a youth center, a day care senior center, a day care children center, a creative arts center, an environmental studies community center, a financial literacy center, a small business incubator center, office space, public art, public plazas, parks, courtyards, bikepaths, and sideswales. Because the parcels owned by the City, Successor Agency to the Redevelopment Agency, and the Parking District are public property, these public-serving ideas must be analyzed as part of the alternatives analysis.

4. **Alternative Locations For the Arena Project Must Be Analyzed in the EIR.**

Offsite alternatives are a key component of an adequate environmental analysis. An EIR must describe "a range of reasonable alternatives to the project, *or to the location of the project*, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives." (CEQA Guidelines § 15126.6 subd. (a).) Therefore, in addition to considering onsite design alternatives for the Proposed Arena Project, the EIR must also consider the possibility of relocating the Proposed Project elsewhere in a location that could have fewer adverse environmental impacts.

C. The Large Arena Project Would Have Extensive Environmental Impacts

The proposed Project would include a professional basketball arena consisting of approximately 18,000 to 20,000 seats as well as related landscaping, parking and various other uses such as a practice facility, team offices, a sports medicine clinic, restaurants, and retail uses. In addition to the 2-5 preseason, 41 regular season and 16 possible postseason games played by the Clippers, the project would include an additional 100-150 or possibly more events including concerts, family shows, conventions, and

corporate or civic events. A project of this magnitude could have extensive impacts on the environment including impacts to air quality, traffic congestion, nighttime lighting, noise, etc.

D. The Public Must Be Involved With Proper Notice and Full Information.

We are very concerned that Inglewood must ensure it complies with the public participation requirements of the Brown Act, the California Environmental Quality Act, and other applicable legal requirements. We have contacted the District Attorney to express our concern that Inglewood has failed to appropriately comply by providing the public with inadequate notice and inadequate information to allow participation in Inglewood's review process. A copy of our letter to the District Attorney is attached. (Enclosure 1.) Press reports have underscored the public interest in the City's review process in published stories about the concerns. (Enclosures 2 and 3, "Documents Show How Inglewood Clippers Arena Deal Stayed Secret," KCET, Karen Foshay, March 15, 2018 and "In Possible Brown Act Violation, Inglewood Called Special Meeting to Minimize Public Involvement," March 17, 2018, Warren Szewczyk.)

Thank you for consideration of our views. We look forward to reviewing and commenting upon the Draft EIR. Pursuant to Public Resources Code section 21092.2, we request all future notices related to the Proposed Project.

Sincerely,

Douglas P. Carstens

Enclosures:

1. Letter of Chatten-Brown & Carstens to District Attorney dated March 15, 2018
2. "Documents Show How Inglewood Clippers Arena Deal Stayed Secret," Karen Foshay, March 15, 2018, posted at https://www.kcet.org/shows/socal-connected/documents-show-how-inglewood-clippers-arena-deal-stayed-secret
3. "In Possible Brown Act Violation, Inglewood Called Special Meeting to Minimize Public Involvement," March 17, 2018, Warren Szewczyk, posted at https://warrensz.me/in-possible-brown-act-violation-inglewood-called-special-meeting-to-minimize-public-involvement/

Enclosure 1

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March 15, 2018

The Honorable Jackie Lacey
District Attorney
766 Hall of Records
320 West Temple Street
Los Angeles, CA 90012

Re: Request for Investigation of Intentional Violations of the Brown Act by City of Inglewood in Approving Exclusive Negotiating Agreement and Arena Project

Dear District Attorney:

On behalf of the Inglewood Residents Against Takings And Evictions ("IRATE") we request that your office investigate Brown Act violations committed by the City of Inglewood[1] involving the proposed Clippers Arena Project in Inglewood. As evidenced in emails required to be produced by Court Order in *Inglewood Residents Against Takings And Evictions v. City of Inglewood*, counsel for the City and the project developer, Murphy's Bowl, agreed to limit the description of the item to be considered by the Council "so it won't identify the proposed project" and agreed not to provide the "normal 72 hours" notice under the Brown Act. The City and Murphy's Bowl collaborated, in violation of the Brown Act, to prevent the public from having a "fair chance to participate in matters" being considered by the City Council.

On June 15, 2017, the City held a special meeting. It is evident from emails between the City and Murphy's Bowl that there was ample time to provide the "normal 72 hours" notice as provided for by the Brown Act. (Attached as Enclosure 1 is a copy of the Special Meeting Agenda for the Inglewood City Council, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency and the Inglewood Parking

---

[1] As explained below, the actions appear to have been taken on behalf of the City of Inglewood, the Successor Agency to the Inglewood Redevelopment Agency and the Inglewood Parking Authority. Therefore, references to "City" in this letter include the Successor Agency and the Parking Authority.

Authority). The Agenda stated the following item would be considered at the City's special meeting:

> Economic and Community Development Department. Staff report recommending approval of an Exclusive Negotiating Agreement (ENA) by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency), the Inglewood Parking Authority (Authority), and Murphy's Bowl LLC, a Delaware Limited Liability Company (Developer).

It is hard to imagine a less descriptive notice for a hearing to consider the development of an NBA arena for the Los Angeles Clippers on more than 80 acres of land that contemplated the use of eminent domain to take hundreds of residences and dozens of businesses, which would result in the eviction of hundreds (if not thousands) of residents as well as the loss of jobs. The ENA was explicit as to the possible use of eminent domain by the City to acquire people's homes and businesses. Properties containing homes, apartments and businesses were identified on a map attached to the ENA and designated for possible "acquisition…by eminent domain." Nowhere in the Agenda item is there a hint that people's homes and livelihood could be taken by the City and conveyed to Murphy's Bowl for the Clippers' arena.[2]

Nowhere in the Agenda notice do the words Clippers, NBA, basketball, or arena occur. Nowhere in the agenda does it even suggest the subject matter of the ENA. If a member of the public were able to figure out that the item somehow related to development, there is no indication of where this development might occur. There is no physical description of the area -- not a street name or intersection. The people in the community affected by this decision to "approve" the ENA had no clue what the City was considering.

We now know, because the City was ordered to produce the emails by the Court, that the City and Murphy's Bowl intentionally omitted this information from the Agenda.

We understand that the violation of the Brown Act is a serious matter so we do not make this request lightly. However, in light of evidence we have obtained as a result of a Court Order it is now clear that the City and Murphy's Bowl worked together to violate the Brown Act and frustrate its purpose.

---

[2] At later hearings on the scope of this Arena Project, the City reduced the area of eminent domain due to community protests.

I. THE CITY VIOLATED THE BROWN ACT ON JUNE 15, 2017 AND AFTERWARDS.

A. The City's Special Meeting Notice Was Designed to Minimize Public Notice of and Interest in the Substance of the Matter Under Consideration.

The Brown Act requires agenda drafters to "give the public a fair chance to participate in matters of particular or general concern by providing the public with more than mere clues from which they must then guess or surmise the essential nature of the business to be considered by a local agency." (*San Diegans for Open Government v. City of Oceanside* (2016) 4 Cal.App.5th 637, 643.) Contrary to this legal requirement, the City and the project developer, Murphy's Bowl, actively deprived the public of the most basic information about what the City Council would consider.

As noted above, the Agenda provided no meaningful information as to what was actually to be considered by the City Council, Successor Agency and the Parking Authority. The public had no way to know from the Agenda that these public entities would be considering a proposed new arena for the Clippers and possibly condemn and evict hundreds if not thousands of residents.

In connection with the June 15, 2017 hearing, we and others objected to clear Brown Act violations. We demanded that the City cease and desist from its efforts to defeat the public transparency purposes of the Brown Act. What we did not know at that time was that the violations of the Brown Act were the result of knowing collaboration between the City and Murphy's Bowl.

B. The City and the Clippers Organization Hid the Ball About What Was Being Proposed for Approval.

This past Monday, March 12, 2018, because of a Court Order in *Inglewood Residents Against Takings And Evictions v. City of Inglewood*, we received from the City's attorneys a disclosure of previously-withheld communications between the City and Murphy's Bowl. These communications provide clear evidence of "collaboration" by the City and Murphy's Bowl LLC to violate the Brown Act prior to the June 15, 2017 meeting. (Enclosure 2.)

On June 9, 2017, Chris Hunter, representing Muphy's Bowl, told Royce Jones, who was representing the City, that "Our entity [i.e., Murphy's Bowl LLC] ***will have a generic name so it won't identify the proposed project.***" (Enclosure 2, page ING-251, emphasis added.) The name "Murphy's Bowl LLC," as stated by Mr. Hunter, was chosen to deprive the public of relevant information. As stated by Mr. Hunter, the development entity, "Murphy's Bowl," was so named so it would have a "generic name" that "won't

identify the proposed project." The email exchange shows that City officials actively participated in that misinformation campaign.

Mr. Steven Ballmer, owner of the Clippers professional basketball team for whom the Arena Project would be built, is the sole member of Murphy's Bowl LLC. (Enclosure 3 [page ING -285], Murphy's Bowl LLC formation papers.) Therefore, the effort by the City and Murphy's Bowl appears to have been designed to misinform the public about the entity that would participate in the ENA and defeat the government openness and transparency purposes of the Brown Act.

In fact, Mr. Hunter goes as far as to make clear that his client, presumably Murphy's Bowl, wants to minimize the time of the release of the ENA to just before the City Council hearing because "My client is trying to time its out reach to the various players." So apparently, it was important for Murphy's Bowl to tell "various players" about the Council meeting and the ENA. The public clearly does not qualify as a "player" as far as Murphy's Bowl and Mr. Hunter are concerned. This rare and uncensored glimpse into the real views of Murphy's Bowl and the City about the community is beyond shocking. Murphy's Bowl and the City had no concern for the people whose lives they were about to affect. No wonder the City fought so hard to prevent the disclosure of these revealing documents.

C. The City and the Clippers Gamed the System by Depriving the Public of As Much Notice as Possible.

A public agency must normally provide 72 hours' notice of a matter prior to a regularly scheduled public hearing:

> The Brown Act ... is intended to ensure the public's right to attend the meetings of public agencies. (*Freedom Newspapers, Inc. v. Orange County Employees Retirement System* (1993) 6 Cal.4th 821, 825, 25 Cal.Rptr.2d 148, 863 P.2d 218.) To achieve this aim, the Act requires, inter alia, that an agenda be posted at least 72 hours before a regular meeting and forbids action on any item not on that agenda. (§ 54954.2, subd. (a); *Cohan v. City of Thousand Oaks* (1994) 30 Cal.App.4th 547, 555, 35 Cal.Rptr.2d 782.)

(*International Longshoremen's and Warehousemen's Union v. Los Angeles Export Terminal, Inc.* (1999) 69 Cal.App.4th 287, 293.) A notice period of 24 hours is allowed for special meetings, but this obviously provides less time for the public to become aware of the meeting and attend.

In response to Mr. Hunter's questioning whether the ENA had to be posted with the agenda for a public hearing, Mr. Jones, the City's attorney, answered that the

"document has to be posted with the agenda. ***That is why we elected to just post 24 hours versus the normal 72 hours.***" (Enclosure 2, p. ING-252, emphasis added.)

This is an email exchange on June 9, 2017, discussing the agenda for the June 15, 2017 meeting. So the City, along with the Clippers, purposefully decided to give only 24 hours' notice rather than the normal 72 hours' notice, so the public would have less notice about the ENA. This is an outrageous attempt to deprive the public of adequate notice when the City very easily could have given the normal 72 hours' notice for such an important matter for the City's residents' future.

Even earlier, in a June 5, 2017 email, Mr. Jones tells Mr. Hunter "the Mayor wants to schedule the meeting ***approving*** the ENA during the middle of June." (Enclosure 2, p. ING-169, emphasis added.) It is clear from the City Attorney's email that the ENA would be approved—that the Mayor and City officials had predetermined the matter before it was even presented to the City Council. Clearly the public didn't matter given that the City and Murphy's Bowl knew the City would provide an agenda item that gave no clue as to what was going to be considered and the City would provide only 24 hours' notice for people to figure it out. They also knew long beforehand they wanted to have the ENA at a public hearing on June 15, 2017, rendering 72 hour notice more than feasible. Instead, the City elected to deprive the public of the "normal" notice period, as noted by the City Attorney. The community was not one of the "players."

It is noteworthy that this limited public notice was provided for an Arena Project that resulted in intense public interest and packed public hearings with extensive public objections to the proposal ***after*** the Los Angeles Times ran a story about it and after the initial June 15 special meeting. (Enclosure 4 [LA Times Article entitled "Possible Clippers Arena has many Inglewood residents worried they may lose their homes or businesses"].)

II. INGLEWOOD HAS A HISTORY OF VIOLATING THE BROWN ACT WHICH YOUR OFFICE HAS INVESTIGATED AND DOCUMENTED.

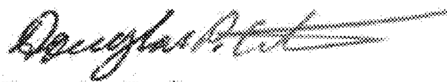
The Brown Act violation set forth here is not an isolated incident in the City of Inglewood. On November 12, 2013, you sent a letter to the City of Inglewood in Case No. P13-0230 stating that actions by Mayor Butts at meetings on August 27, 2013 and September 24, 2013 "violated the Brown Act." (Enclosure 5.) We ask that you consider Inglewood's history of violating the Brown Act and frustrating public participation as part of the factual circumstances in evaluating our request to investigate the City's more recent Brown Act violations in connection with the Arena Project ENA.

III. CONCLUSION.

Because of the Court-ordered release of documents, we now know that the City and Murphy's Bowl worked together to provide a meaningless agenda description and only 24 hours' notice so that the project would not be known to the general public. The clear and unambiguous intent of the City and Murphy's Bowl was to deprive the public with meaningful notice as required by law.

We urge you to investigate the City's actions in intentionally violating the Brown Act and take appropriate steps to hold the City's leaders accountable.

Sincerely,



Douglas P. Carstens

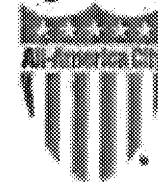
Enclosures:

1. Special Meeting Notice dated June 15, 2017.
2. Emails dated June 9, 2017 of Royce Jones and Chris Hunter
3. Murphy's Bowl LLC Formation documents
4. LA Times Article of August 13, 2017 and August 14, 2017.
5. Letter of Los Angeles County District Attorney's Office dated November 12, 2013 to Inglewood City Council

cc: Bruce Gridley, Esq.
Edward Kang, Esq.
Charmaine Yu, Esq.
Royce Jones, Esq.
Chris Hunter, Esq.
Ms. Yvonne Horton, City Clerk, City of Inglewood
Ms. Margarita Cruz, Successor Agency Manager, Successor Agency
Mr. Artie Fields, City Manager, City of Inglewood
Bureau Fraud and Corruption Prosecutions, Public Integrity Division

ENCLOSURE 1

INGLEWOOD, CALIFORNIA
Web Site – www.cityofinglewood.org



MAYOR
James T. Butts, Jr.
COUNCIL MEMBERS
George W. Dotson, District No. 1
Alex Padilla, District No. 2
Eloy Morales, Jr., District No. 3
Ralph L. Franklin, District No. 4

CITY CLERK
Yvonne Horton
CITY TREASURER
Wanda M. Brown
CITY MANAGER
Artie Fields
CITY ATTORNEY
Kenneth R. Campos

06-15-17 City Council Meeting (Special) Original Document

Documents:

AGENDA06152017 - SPECIAL.PDF

1. ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
Staff report recommending approval of an Exclusive Negotiating Agreement (ENA) by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency), the Inglewood Parking Authority (Authority), and Murphy's Bowl LLC, a Delaware Limited Liability Company (Developer).

Documents:

AGENDA ITEM NO. 1 (06152017 SPECIAL MTG).PDF

APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

PUBLIC COMMENTS REGARDING OTHER MATTERS

Persons wishing to address the City Council on any matter connected with City business not elsewhere considered on the agenda may do so at this time. Persons with complaints regarding City management or departmental operations are requested to submit those complaints first to the City Manager for resolution.

MAYOR AND COUNCIL REMARKS

The members of the City Council will provide oral reports, including reports on City related travels where lodging expenses are incurred, and/or address any matters they deem of general interest to the public.

ADJOURNMENT CITY COUNCIL

In the event that today's meeting of the City Council is not held, or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regularly scheduled City Council meeting.

INGLEWOOD, CALIFORNIA
Web Site – www.cityofinglewood.org

Thursday, June 15, 2017
9:30 A.M.

NOTICE AND CALL OF SPECIAL MEETING OF THE INGLEWOOD CITY COUNCIL/SUCCESSOR AGENCY/PARKING AUTHORITY (Government Code Section 54956)

TO THE MEMBERS OF THE CITY COUNCIL/SUCCESSOR AGENCY/PARKING AUTHORITY OF THE CITY OF INGLEWOOD

NOTICE IS HEREBY ORDERED by the Mayor/Chairman that a special meeting of the Council/Successor Agency/Parking Authority Members of the City of Inglewood will be held on Thursday, June 15, 2017, commencing at 9:30 A.M. in the Council Chambers, One Manchester Boulevard, Inglewood, California (Government Code Section 54956).

MAYOR
James T. Butts, Jr.
COUNCIL MEMBERS
George W. Dotson, District No. 1
Alex Padilla, District No. 2
Eloy Morales, Jr., District No. 3
Ralph L. Franklin, District No. 4

CITY CLERK
Yvonne Horton
CITY TREASURER
Wanda M. Brown
CITY MANAGER
Artie Fields
CITY ATTORNEY
Kenneth R. Campos

AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/PARKING AUTHORITY

CLOSED SESSION ITEM ONLY – 9:30 A.M.

Roll Call

PUBLIC COMMENTS REGARDING CLOSED SESSION ITEM ONLY

Persons wishing to address the City Council/ on the closed session item may do so at this time.

CS-1. Closed session – Confidential – Attorney/Client Privileged; Conference with Labor Negotiator Pursuant to Government Code Section 54957.6: Names of the Agency Negotiator: Jose O. Cortes, Human Resources Director: Name of Organizations Representing Employees: Inglewood Police Offices Association (IPOA); and Inglewood Police Management Association (IPMA).

OPENING CEREMONIES – 10:00 A.M.

Call to Order

Pledge of Allegiance

Roll Call

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Persons wishing to address the Inglewood City Council/Successor Agency/Parking Authority on any item on today's agenda may do so at this time.

CONSENT CALENDAR

These items will be acted upon as a whole unless called upon by a Council Member.

1. **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT**
   Staff report recommending approval of an Exclusive Negotiating Agreement (ENA) by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency), the Inglewood Parking Authority (Authority), and Murphy's Bowl LLC, a Delaware Limited Liability Company (Developer).
   Recommendation:
   1) Approve Exclusive Negotiating Agreement.

MAYOR AND COUNCIL REMARKS

ADJOURNMENT CITY COUNCIL

*** No Accompanying Staff Report at the Time of Printing**

ENCLOSURE 2

Royce K. Jones

From:	Royce K. Jones
Sent:	Tuesday, May 9, 2017 7:09 PM
To:	'Chris Hunter'
Cc:	James Butts
Subject:	RE: NBA Arena Draft ENA

Good evening Chris. Sorry I missed your call. I tried your office number and instead of leaving a voicemail message I thought I'd shoot you this email to let you know that I am available tomorrow morning to discuss the next steps in the City's process and the mechanics generally associated with moving forward. So please let me know what times work for you and I will make myself available and call you.

As I have not had an opportunity to discuss the revised ENA with the City team, I will obviously not be in a position to discuss the revisions with you tomorrow. However, I do plan to speak with the City team in the next day or so and will definitely promptly provide a response to you once the review is completed.

I look forward to working with you on this very important transaction for our clients.

Royce K. Jones

Royce K. Jones, Esq.
KANE BALLMER & BERKMAN
rkj@kbblaw.com

515 S. Figueroa Street; Suite 780
Los Angeles, CA 90071
Telephone: 213-617-0480
Facsimile: 213-625-0931

402 West Broadway; 4th Floor
San Diego, CA 92101
Telephone: 619-567-3450
Facsimile: 619-567-3448

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From: Chris Hunter [mailto:chunter@rhhslaw.com]
Sent: Tuesday, May 9, 2017 12:12 PM
To: Royce K. Jones
Cc: Renee Morgan-Hampton; Christopher Meany <CMeany@wilsonmeany.com> (CMeany@wilsonmeany.com); Dennis Wong VerbenaRH (dennis@verbenarh.com); Rising, Mark F.; Brandt Vaughan (brandt@ballmergroup.com)
Subject: RE: NBA Arena Draft ENA

Royce

Attached please find clean and redlined versions of the ENA. I look forward to working with you on this.

Please call or email and we can review these changes.

Thanks

Chris

Chris Hunter, Partner
RING HUNTER HOLLAND & SCHENONE, LLP
985 Moraga Road, Suite 210, Lafayette, CA 94549
Direct: 925.226.8247. | Cell: 925.639.6213 | Fax: 925.775.1941
chunter@rhhslaw.com | www.rhhslaw.com

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From: Royce K. Jones [mailto:royce@kbblaw.com]
Sent: Friday, April 28, 2017 11:38 AM
To: Chris Hunter
Cc: Renee Morgan-Hampton
Subject: NBA Arena Draft ENA

Good afternoon Chris,

My name is Royce Jones and my law firm serves as special counsel to the City of Inglewood. At the request of Mayor James T. Butts, Jr., of the City of Inglewood and Dennis Wong of the Los Angeles Clippers, I have prepared and attached for your review a draft of a proposed Exclusive Negotiating Agreement (ENA) in accordance with discussions held last Friday (April 21, 2017) at Inglewood City Hall in which Mayor Butts and Mr. Wong along with certain other City and Clipper representatives were in attendance. The draft ENA generally details the potential deal points and negotiating parameters established for the preparation of a potential disposition and development agreement by the parties providing for the proposed development of an NBA arena and related uses on real property located within the City of Inglewood.

Please note that the draft ENA has not been reviewed or discussed with my clients and I am therefore reserving the right to make future revisions to the ENA based upon such review and discussions with my clients.

I look forward to working with you on the ENA. I can be reached at either the email address shown above or the Los Angeles telephone number listed below for my office.

Royce K. Jones

From:	Royce K. Jones
Sent:	Monday, June 5, 2017 8:58 AM
To:	'Chris Hunter'
Subject:	RE: Just saw you called
Attachments:	7-1 ENA (00184764xC47F4).docx

Good morning Chris,

I had a chance to go over your revised draft of the ENA over the weekend and made what I hope will bring us really close to finalizing the ENA. As you will see that I made just a few changes that dealt with the acquisition of the Participating Parcels if the parties wanted to do commence acquisition efforts before the DDA and the payment of the $1.5M non-refundable deposit within 24 hours following City approval of the DDA since the Mayor wants to schedule the meeting approving the ENA during the middle of June. I also made a few minor clean up items. I will be available to talk anytime today except 1 pm to 2 pm to discuss the ENA. Hope you had a good weekend.

Royce K. Jones

Royce K. Jones, Esq.
KANE BALLMER & BERKMAN
rkj@kbblaw.com

515 S. Figueroa Street; Suite 780
Los Angeles, CA 90071
Telephone: 213-617-0480
Facsimile: 213-625-0931

402 West Broadway; 4th Floor
San Diego, CA 92101
Telephone: 619-567-3450
Facsimile: 619-567-3448

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-----Original Message-----
From: Chris Hunter [mailto:chunter@rhhslaw.com]
Sent: Saturday, June 3, 2017 12:58 PM
To: Royce K. Jones
Subject: Re: Just saw you called

Hi Royce

Following up on this. Are you available Monday to discuss?

Royce K. Jones

From:	Chris Hunter <chunter@rhhslaw.com>
Sent:	Thursday, June 8, 2017 8:51 AM
To:	Royce K. Jones
Subject:	Revised ENA
Attachments:	Revised 6-7 ENA (00185067xC47F4).docx

Hi Royce

Following up on my call, attached is the ENA with a couple of clarifications, each highlighted in yellow. Two of the changes revised "DDA approval" to "DDA approval and execution" and the other change incorporates the business point that had been agreed to by the parties that the FMV of the City and Agency Parcels will be determined as of the Effective Date of the ENA.

Let's touch base today and finalize.

Thanks

Chris

Chris Hunter, Partner
RING HUNTER HOLLAND & SCHENONE, LLP
985 Moraga Road, Suite 210, Lafayette, CA 94549
Direct: 925.226.8247. | Cell: 925.639.6213 | Fax: 925.775.1941
chunter@rhhslaw.com | www.rhhslaw.com

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ING-201

Royce K. Jones

From: Chris Hunter <chunter@rhhslaw.com>
Sent: Friday, June 9, 2017 5:22 PM
To: Royce K. Jones
Subject: Question

Hi Royce

What are the city's requirements for when the ENA document has to be posted. I understand The agenda has to go out 24 hours in advance but the question that I was asked was whether the document must be part of the public agenda or if it can be down loaded shortly before the hearing. My client is trying to time it out reach to the various players. Our entity will have a generic name so it won't identify the proposed project

Sent from my iPhone

Chris Hunter

ING-251

Royce K. Jones

From:	Royce K. Jones
Sent:	Friday, June 9, 2017 5:28 PM
To:	Chris Hunter
Subject:	Re: Question

Hello Chris,

The document has to be posted with the agenda. That is why we elected to just post 24 hours versus the normal 72 hours.

Royce

Sent from my iPhone

> On Jun 9, 2017, at 5:22 PM, Chris Hunter <chunter@rhhslaw.com> wrote:
>
> Hi Royce
>
> What are the city's requirements for when the ENA document has to be posted. I understand The agenda has to go out 24 hours in advance but the question that I was asked was whether the document must be part of the public agenda or if it can be down loaded shortly before the hearing. My client is trying to time it out reach to the various players. Our entity will have a generic name so it won't identify the proposed project
>
> Sent from my iPhone
>
> Chris Hunter
>

Royce K. Jones

From:	Chris Hunter <chunter@rhhslaw.com>
Sent:	Wednesday, June 14, 2017 2:12 PM
To:	Brandt Vaughan; Dennis Wong VerbenaRH; Christopher Meany
Cc:	gillianz@clippers.com; Mark Rising (mrising@helsell.com); Royce K. Jones
Subject:	Wiring Instructions

Thanks Brandt. I just talked to Royce and he is heading to the City's finance department now and will send the wiring instructions

Royce -- can you forward the wiring instructions to the people on this email?

Thanks

Chris Hunter, Partner
RING HUNTER HOLLAND & SCHENONE, LLP
985 Moraga Road, Suite 210, Lafayette, CA 94549
Direct: 925.226.8247. | Cell: 925.639.6213 | Fax: 925.775.1941
chunter@rhhslaw.com | www.rhhslaw.com

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ENCLOSURE 3

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MURPHY'S BOWL LLC", FILED IN THIS OFFICE ON THE FIFTH DAY OF JANUARY, A.D. 2017, AT 8:39 O'CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

6272084 8100
SR# 20170057220

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 201819070
Date: 01-05-17

ING-270

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:59 AM 01/05/2017
FILED 08:59 AM 01/05/2017
SR [illegible] - File Number [illegible]

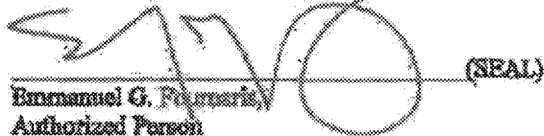
CERTIFICATE OF FORMATION
OF
MURPHY'S BOWL LLC

The undersigned, being an authorized person for purposes of executing this Certificate of Formation on behalf of Murphy's Bowl LLC, a Delaware limited liability company (the "L.L.C."), desiring to comply with the requirements of 6 Del. C. § 18-201 and the other provisions of the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq. (the "Act"), hereby certifies as follows:

1. Name of the L.L.C. - The name of the L.L.C. is Murphy's Bowl LLC.

2. Registered Office and Registered Agent of the L.L.C. - The name of the registered agent for service of process on the L.L.C. in the State of Delaware is The First State Registered Agent Company. The address of the registered agent of the L.L.C. and the address of the registered office of the L.L.C. in the State of Delaware is 1925 Lovering Avenue, City of Wilmington, County of New Castle, Delaware 19806.

IN WITNESS WHEREOF, the undersigned hereby executes this Certificate of Formation in accordance with the provision of 6 Del. C. § 18-201 this 5th day of January, 2017.



(SEAL)

Emmanuel G. Fournaris
Authorized Person

(GFM-00897856.DOCX-)

14.3 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have signed, sealed and delivered this Agreement this 18th day of January, 2017, intending this Agreement to be effective as of the Effective Date.

COMPANY:

MURPHY'S BOWL LLC

By: ______________________
Greg A. Yaris
Manager

INITIAL MEMBER:

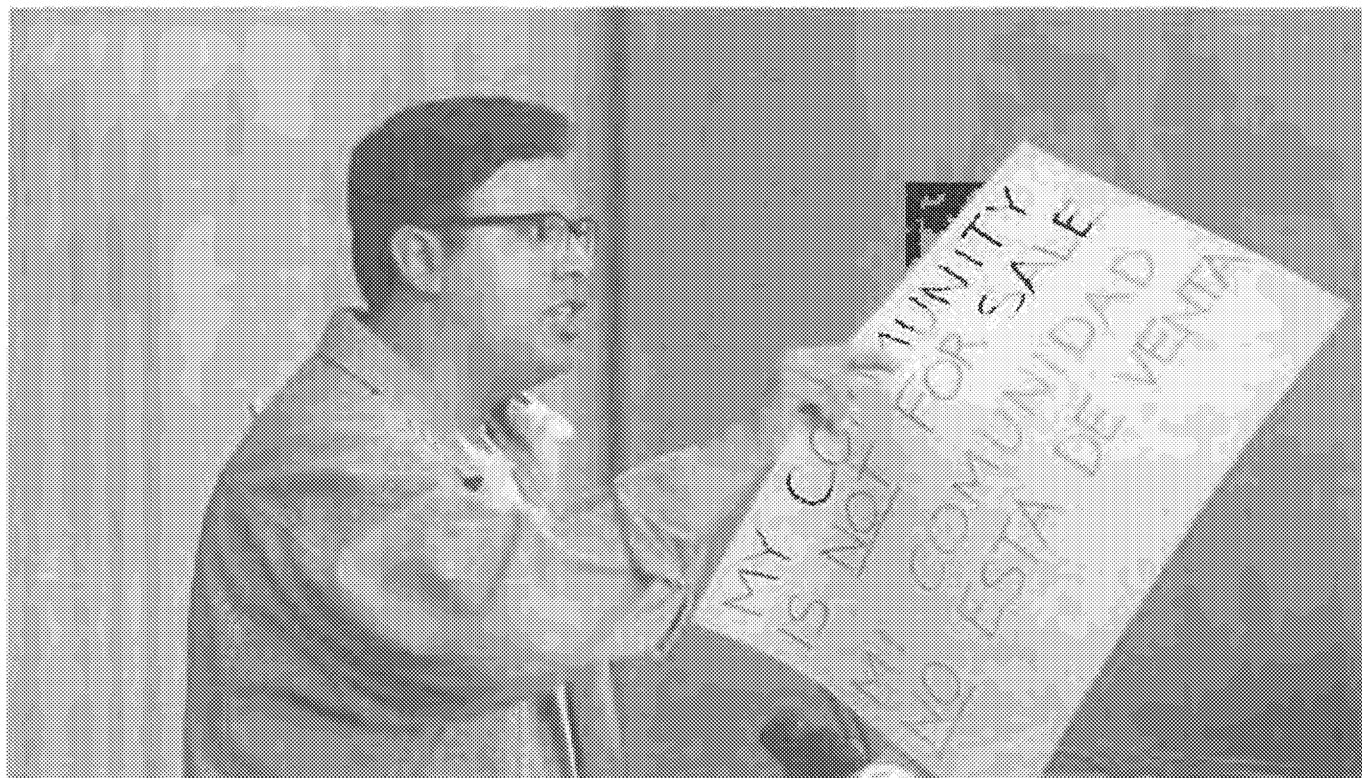
By: ______________________
Steven A. Ballmer
Individually, as manager of his separate property, and as the Sole Member

INITIAL MANAGER:

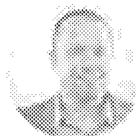
By: ______________________
Greg A. Yaris
Manager

ENCLOSURE 4

Possible Clippers arena has many Inglewood residents worried they may lose their homes or businesses



Ricardo Ramirez, 20, of Inglewood, who is against the proposal for a new arena for the L.A. Clippers in Inglewood, speaks to Mayor James T. Butts and city council members at a special city council meeting held on July 21. (Gary Coronado / Los Angeles Times)



By Nathan Fenno

AUGUST 13, 2017, 6:00 AM

When construction started on the $2.6-billion stadium for the Rams and Chargers last year, Bobby Bhagat figured his family's commitment to Inglewood would finally pay off.

For more than 40 years, they've owned the Rodeway Inn and Suites on busy Century Boulevard. The tidy 36-room property sits across the street from the 298 acres where the vast sports and entertainment district is starting to take shape.

"We've got a gold mine now that the stadium is coming," said Bhagat, whose father and uncle originally purchased the building. "This is what we worked for. We've been waiting for something like this to happen. Now with the Clippers project, it's all up in the air."

The family's gold mine could face a bulldozer.

When a Clippers-controlled company and Inglewood agreed in June to explore building an arena, the 22-page deal sent panic through the neighborhood. Some residents are praying for the project to fail, losing sleep, participating in protests, consulting lawyers.

All this because of the legalese buried in the agreement broaching the possibility of using eminent domain to supplement land already owned by the city. The site map attached to the document shows 100 "potential participating parcels" over a four-block area where the arena might be built. Eminent domain allows cities and other government agencies to pay fair market value to take private property from residents or business owners against their wishes for public uses.

The map doesn't indicate there are an estimated 2,000 to 4,000 people, predominately Latino, who live in the four-block area. Same for the scores of children — schools are a short walk away — and blue-collar residents who have been in the same houses for decades. Many residences include multiple generations of the same family. The median income hovers around $30,000.

The area includes the Inglewood Southside Christian Church, more than 40 single-family homes, apartment buildings with about 500 units, several businesses and the Rodeway Inn and Suites.

The city owns large parcels of land in the area around the business, making it one of the most plausible arena sites.

"It's not an eyesore, it's not blighted, it's well-kept, well-maintained and we don't want to go anywhere," Bhagat said. "We're going to fight tooth and nail to stop the project."

He is among a growing number of business owners and residents pushing back against Clippers owner Steve Ballmer's proposal to construct the "state of the art" arena with 18,000 to 20,000 seats alongside a practice facility, team offices and parking. Ballmer, worth an estimated $32 billion, has said the team will honor its lease to play at Staples Center through the 2024 season.

The Inglewood deal isn't final — some speculate it could be a negotiating ploy by Ballmer to wangle a better deal from the Anschutz Entertainment Group-owned Staples Center — but that hasn't slowed opposition.

One community group sued Inglewood last month in Los Angeles County Superior Court alleging the project should have been reviewed under California's Environmental Quality Act before the council

CBC 003

approved the agreement. The group also distributed fliers urging Inglewood Mayor James T. Butts Jr. to "stop this land grab." Another group, Uplift Inglewood, organized community meetings and protests. The Madison Square Garden Co., which owns the nearby Forum, issued a sharply-worded statement, accused the city of fraud in a claim for damages (usually the precursor to a lawsuit) and sued to obtain public records about the project.

In an email to The Times, Butts described the litigation as "frivolous" and said negotiations for the arena are "proceeding well."

At an Inglewood City Council meeting last month, the mayor insisted "no one is being displaced with the sales of these parcels." But opponents question how enough space exists to build an arena in four blocks without seizing private property. About 20 acres of city-controlled parcels are scattered across the 80-acre area.

The arena and associated structures would likely require at least 20 connected acres — and possibly more. That doesn't include any ancillary development or larger roads to handle increased traffic. The largest contiguous piece of land controlled by the city in the four-block area is only five acres. More would be needed for the project.

"In my opinion, there will not be any eminent domain proceedings of residential property or of church property," Butts wrote in an email. "As negotiations continue, there will be an opportunity for the City Council to make that clear at some point in the near future. That is not the intent of the project. I personally will not support the use of eminent domain proceedings to take any residential property."

But the response by some residents is a contentious departure from the groundswell of support 2½ years ago for Rams owner Stan Kroenke's plan to build his stadium on the site of the old Hollywood Park racetrack. Kroenke isn't involved with the Clippers project, though Wilson Meany, the sports and entertainment district's development manager, is filling the same role for the possible arena.

"This is something more than just bulldozing houses, this is a network of people and relationships that would also be destroyed," said Douglas Carstens, a Hermosa Beach land use attorney who sued Inglewood on behalf of the group Inglewood Residents Against Taking and Eviction that goes by the acronym IRATE. "It may be lower income and underserved, but they have a sense of community that's thriving."

One person who works with neighborhood residents was blunt: "They're sitting on poverty."

On the second Saturday of each month, the church gives away clothing and food to neighbors in need — food usually runs out at each event — and hosts 30 to 40 people for a free breakfast every Friday.

The church owns about two acres along West 104th Street, the largest single parcel in the four-block area that's not controlled by the city or a business. Herbert Botts, pastor of the church for 17 years, said the congregation doesn't want to move, but they're waiting until more details emerge before deciding on what, if any, action to take.

"We will do what we can to fight it, of course we will," Botts said. "But right now we're just keeping our eyes and ears open."

A half-block away, Gracie Sosa has witnessed the neighborhood's evolution from a two-bedroom home on Doty Avenue where she's lived with her parents since 1985. Crime and violence in the area have dwindled in recent years, replaced by a calmer, family-oriented atmosphere.

Sosa, who works for the American Red Cross, learned of the potential arena from a friend. No representatives of the city or team have contacted the family. She takes care of her disabled parents who are in their 70s. The family has no intention of leaving.

"It's about the money," Sosa said. "Let's just say it like it is. They're not thinking about how many people would lose their homes. I don't think our voices are heard. We're not billionaires. We're just residents of a not-so-great neighborhood. But it's our neighborhood.

"We're saying 'No, no, no' until the end."

Irma Andrade agrees. The concession stand manager at Staples Center has lived on Yukon Avenue for 20 years.

"It's unfair for people like us who worked really hard to buy our houses," she said. "I pray for it not to happen. But the money and power is really, really strong. We don't have that power."

Nicole Fletcher resides nearby in an apartment on 104th Street. She walks around the block at night and sees a neighborhood that's come a long way, but holds the potential for more improvement. In her eyes, that doesn't include an arena.

"My biggest concern is how it will impact the families," Fletcher said. "I would hate to see a lot of people move out because they want to build a sports arena."

But little is known about the project other than that Ballmer would fund it himself. The agreement between Inglewood and the Clippers-controlled company, which included the team giving the city a $1.5-million nonrefundable deposit, runs for three years with the possibility of a six-month extension. No renderings have been made public, usually the first step in any public campaign for a new venue. Even the possible location of the arena on the four-block site is a mystery.

A Clippers spokesman declined comment about the project or opposition.

The uncertainty hasn't helped many of the residents, business owners and landlords. There are worried conversations with neighbors. Trips to organizing meetings. And, most of all, questions.

"In our experience with eminent domain, they never give you fair market value," said Bhagat, whose pride in the family business is reflected in his preference to call it a hotel instead of a motel. "We already know we're going to be shortchanged."

He's concerned about the potential lost income from the business that advertises "fresh, clean guest rooms" and touts its proximity to L.A. International Airport. His cousin who operates the business, John Patel, lives on site with his wife and two young children. What would happen to them?

Airplanes descend over the palm tree-lined parking lot. Cranes sprout across the street from the sports and entertainment district scheduled to open in 2020.

"How are we going to replace this business with another business in Southern California with that great of a location?" Bhagat said. "It literally is impossible."

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ALSO

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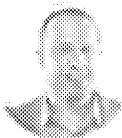
This article is related to: Staples Center, Los Angeles Rams, Los Angeles Chargers, American Red Cross

After protests, Inglewood City Council to vote on shrinking area for possible Clippers arena

Protesters attend a city council meeting in the overcrowded council chambers. (Gary Coronado / Los Angeles Times)



By Nathan Fenno

AUGUST 14, 2017, 6:25 PM

Inglewood's City Council will vote Tuesday on a revised deal with a Clippers-controlled company to shrink the four-block area where the team could build an arena so residences and a church aren't displaced.

The reworked agreement, quietly added to the meeting's agenda after it was first posted online Friday, follows protests by worried residents and at least two lawsuits related to the potential project.

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owl LLC during a special meeting in June,
about whether proper notice was given for
where the arena, practice facility, team

headquarters and parking could be constructed — and broached the possibility of using eminent domain to acquire some of the property.

The impacted area is home to an estimated 2,000 to 4,000 people with a median income around $30,000, as well as the Inglewood Southside Christian Church.

The new agreement eliminates the possibility of removing single-family homes and apartment buildings and narrows the possible arena area to two blocks along West Century Avenue. They're occupied by a variety of businesses, including the family-owned Rodeway Inn and Suites, a warehouse used by UPS, Church's Chicken and an auto detailing shop. The deal also includes about six acres of city-owned land along West 102nd Street, butting up against the church and apartment buildings in addition to more city-owned land off South Prairie Avenue.

The agreement leaves open the possibility of acquiring property for the arena through eminent domain "provided such parcel of real property is not an occupied residence or church."

Douglas Carstens, a Hermosa Beach land use attorney who sued Inglewood in July on behalf of the group Inglewood Residents Against Taking and Eviction, believes the move is a step in the right direction, but wants more action by the city.

"Even without displacing resident owners or a church, there could still be a significant disruption of long-established businesses and apartment dwellers, and the significant impacts to everyone of the large arena complex next door," Carstens wrote in an email.

The upcoming vote isn't enough for nearby Forum, which has been vocal in its opposition to the arena plan.

"The City is all over the map, changing course with the shifting political winds," a statement issued by a Forum spokesman said. "Yet the City remains committed to eminent domain to take over people's land for the benefit of a private arena. Plus, redrawing the boundaries now does not preclude the City from changing those boundaries back in the future.

"Until the city outright prohibits the use of eminent domain for a new Clippers arena, no owner of private property in the area is safe."

Inglewood Mayor James T. Butts Jr. told The Times last week that he wouldn't support any effort to use eminent domain on residences or the church.

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on for why the residential areas were
ıange, other than it came "as a
ions ... requested by the parties."

CBC 008

The negotiating agreement between Inglewood and the Clippers-controlled company runs for 36 months.

Uplift Inglewood, a community group that's protested the arena plan, claimed the vote as a victory, but said more action is needed.

"We want them to take eminent domain off the table, pledge not to use it at all and build affordable housing in the community so we can stay here," a statement on behalf of the group said. "We want homes before arenas."

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ALSO

Possible Clippers arena has many Inglewood residents worried they may lose their homes or businesses

Sam Farmer: 'From a fan standpoint, this is great:' Commissioner Roger Goodell and Chargers fans get a first look at the NFL's smallest stadium

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UPDATES:

3:55 p.m.: This article was updated with comments from attorney Douglas Carstens.

6:28 p.m.: This article was updated with statements from the Forum and Uplift Inglewood.

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This article is related to: Roger Goodell

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ENCLOSURE 5

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
PUBLIC INTEGRITY DIVISION

JACKIE LACEY • District Attorney
SHARON J. MATSUMOTO • Chief Deputy District Attorney
JOSEPH P. ESPOSITO • Assistant District Attorney

SCOTT K. GOODWIN • Director

November 12, 2013

The Honorable Members of the Council
Inglewood City Council
One Manchester Blvd.
Inglewood, CA 90301

Re: Alleged Violations of Brown Act
Case No. P13-0230

Dear Honorable Members of the Council,

Our office received complaints of violations of the Brown Act by the Inglewood City Council affecting the right of members of the public to make comments at City Council meetings. We reviewed recordings of City Council meetings on August 27, 2013 and September 24, 2013, and observed that Mayor Jim Butts interrupted a member of the public who was making public comments and then ordered that person to be excluded from the meetings. As explained below, we conclude that the actions at both meetings violated the Brown Act. We hope that our explanation will assist the Council to better understand the permissible scope of regulating public comments and ensure that the Council does not repeat these violations.

At the City Council meeting on August 27, 2013, Joseph Teixeira, a member of the public, spoke during the time scheduled for open comments. He began by requesting that the Council remove Mayor Butts as council chair based on allegations that Mayor Butts misled and lied to the public through the Inglewood Today newspaper which is published by Willie Brown, an associate of Mayor Butts. Mayor Butts interrupted Mr. Teixeira several times to rebut the accusations. Mr. Teixeira responded by calling Mayor Butts a liar. At that time, Mayor Butts interrupted again and declared that Mr. Teixeira was "done" making comments. When Mr. Teixeira asked why, Mayor Butts replied that Mr. Teixeira was going to stop calling people names. Mayor Butts instructed a uniformed officer to escort Mr. Teixeira out of the meeting. A few minutes later, after comments were received from other members of the public, Mayor Butts made additional comments to rebut Mr. Teixeira's allegations. Mayor Butts added that he had allowed Mr. Teixeira to call him a liar at almost every City Council meeting recently, but asserted that Mr. Teixeira does not have the right to call people liars at City Council meetings. Mayor Butts then declared, "I'm not going to let anyone, from this point on, yell at the Council, yell at people in this room, call people names. That's not an exercise of free speech. That's just not going to happen anymore."

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Fax: (213) 620-9648

At the City Council meeting on September 24, 2013, Mr. Teixeira spoke during the time scheduled for public comments regarding agenda items. He represented that his comments were in objection to the warrant register payment to the Inglewood Today newspaper, an item which was listed on the agenda. He opposed the Council using Inglewood tax dollars to pay Inglewood Today to assist them in their bids for re-election by regularly praising them and hiding their mistakes, misconduct and serious problems in the city. As specific examples, he asserted that Inglewood Today had never reported on apparently well known allegations of past misconduct, including violating civil rights of citizens, by Mayor Butts while he was the Santa Monica Chief of Police. Mayor Butts then cut off Mr. Teixeira stating that the comments were not properly related to the warrant register agenda item and that Mr. Teixeira would have to come back at the end to continue his comments during the open comments period. Mr. Teixeira responded that he was speaking about the warrant register, but Mayor Butts declared that he was "done." Mr. Teixeira responded that he would talk about the warrant register and Mayor Butts warned him that he would be "done" if he said one more word about anything other than what was listed on the agenda. Mr. Teixeira then resumed his comments by asserting that Willie Brown had not reported important stories to the people of the community. At that point, Mayor Butts cut off Mr. Teixeira and declared that he was "done." He then instructed a uniformed officer to escort Mr. Teixeira out and added that he could come back at the end when open comments would be received. Indeed, Mr. Teixeira resumed his critical remarks later in the meeting during the open comments period.

The Brown Act protects the public's right to address local legislative bodies, such as a city council, on specific items on meeting agendas as well as any topic in the subject matter jurisdiction of the body. The Act permits a body to make reasonable regulations on time, place and manner of public comments. Accordingly, a body may hold separate periods for public comments relating to agenda items and for open comments. Also, a "legislative body may exclude all persons who willfully cause a disruption of a meeting so that it cannot be conducted in an orderly fashion." (*The Brown Act, Open Meetings for Local Legislative Bodies* (2003) California Attorney General's Office p. 28.; Gov. Code § 54957.9.) But exclusion of a person is justified only after an *actual* disruption and not based on a mere anticipation of one. (*Acosta v. City of Costa Mesa* (2013) 718 F.3d 800, 811; *Norse v. City of Santa Cruz* (2010) 629 F.3d 966, 976.) A speaker might disrupt a meeting "by speaking too long, by being unduly repetitious, or by extended discussion of irrelevancies." (*White v. City of Norwalk* (1990) 900 F.2d 1421, 1426; *Kindt v. Santa Monica Rent Control Board* (1995) 67 F.3d 266, 270.) However, "personal, impertinent, profane, insolent or slanderous remarks" are not per se actually disruptive. Exclusion for such speech is not justified unless the speech actually caused disruption of the meeting. (*Acosta, supra*, 718 F.3d at 813.) Furthermore, a "legislative body shall not prohibit a member of the public from criticizing the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body." (*The Brown Act, Open Meetings for Local Legislative Bodies, supra,* at 28.; Gov. Code § 54954.3(c).)

The question of when particular conduct reaches the threshold of actual disruption to justify excluding a member of the public "involves a great deal of discretion" by the

moderator of the meeting. (*White, supra,* 900 F.2d at 1426.) Nonetheless, a moderator may not "rule[ ] speech out of order simply because he disagrees with it, or because it employs words he does not like." (*Id.*) Conduct which courts have found amounted to actual disruption includes yelling and trying to speak out of turn during a meeting. (*Kindt, supra,* 67 F.3d at 271.) Actual disruption was also found when a member of the public incited the audience to stand in support of his stated position and approximately 20 to 30 people stood up in response and some started clapping. Additional disruption was found when the inciting member resisted attempts by officers to escort him out of the meeting. (*Acosta, supra,* 718 F.3d at 808-809.) Actual disruption, however, can not be based on the reaction of a member of a legislative body who is criticized or verbally attacked. (*Norse, supra,* 629 F.3d at 979 (CJ Kozinski concurring.))

Applying the case law above to the conduct captured in the recordings, we find that Mr. Teixeira did not cause any actual disruption at either meeting at issue. Thus, excluding him from each meeting was unlawful. In the August 27, 2013 meeting, it is clear that Mayor Butts cut off Mr. Teixeira's comments in response to Mr. Teixeira calling Mayor Butts a liar. Mayor Butts even explained to Mr. Teixeira that he was going to stop calling people names. Mayor Butts' additional commentary to the audience after he had Mr. Teixeira escorted out of the meeting confirms his purpose to not allow members of the public to yell or call people names at meetings. Mayor Butts' declaration that the conduct he was curtailing was "not an exercise of free speech" is incorrect. As cited above, personal remarks such as name calling is protected by the Brown Act and First Amendment and is not in and of itself a justification for cutting off a speaker or having the person removed. Mr. Teixeira's words did not cause a disruptive reaction from the audience or otherwise impede the proceedings. And, while it is true that Mr. Teixeira raised his voice during his emotional comments, we do not believe that it is accurate to describe him as yelling during his comments. Regardless, justification for interrupting and excluding a member of the public does not hinge on when a raised voice reaches a certain level. Rather, the actions are justified only to address an actual disruption. Mr. Teixeira did not cause any disruption at this meeting. Therefore, it was unlawful to cut short his comments and exclude him from the meeting.

Likewise, Mr. Teixeira did not cause any disruption at the meeting on September 24, 2013. On this occasion, Mayor Butts based his actions on the view that Mr. Teixeira's comments had veered off course and were no longer relevant to the specific agenda item involving the warrant register to pay Inglewood Today. We disagree. Mr. Teixeira's comments remained relevant to the specific warrant register. The basis of his objection to the warrant register was his assertion that the newspaper repeatedly failed to report on alleged misconduct by Mayor Butts. To support his assertion, Mr. Teixeira offered multiple examples of such alleged misconduct. Citing such examples had the additional effect of criticizing Mayor Butts which is a topic reserved for the open comments period later in the meeting. However, the additional effect did not strip the comments of their relevance to the initial issue of the warrant register. Exceeding the standard time allotted for speakers might amount to a disruption, but Mr. Teixeira's time was cut short. Furthermore, his comments did not incite a disruptive reaction from the audience. Again, it was unlawful to cut off Mr. Teixeira's comments and have him excluded.

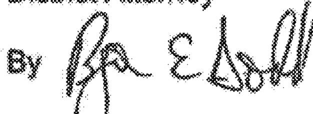
It must also be noted that even if Mr. Teixeira's comments had strayed off topic, exclusion was still unjustified. The appropriate response would have been to interrupt the comments and instruct Mr. Teixeira to leave the podium and be seated. Nothing of his conduct was disruptive. When he was told that he could no longer speak at that time, even though unlawfully, and that he must wait until the open comment period, he did not persist in his comments. Nor did he resist the officer who escorted him out of the meeting.

Finally, interruptions of Mr. Teixeira's comments by Mayor Butts at the August 27, 2013 meeting raise another concern regarding a speaker's allotted time for making comments. Legislative bodies may limit the time each speaker is allotted and it appears that the Inglewood City Council does. But caution must be taken by the Council that interruptions by its members do not cut short the allotted time. Mayor Butts interrupted several times to rebut accusations made by Mr. Teixeira. Because Mr. Teixeira's comments were cut short by unlawfully removing him, it remains unclear whether or not the interruptions by Mayor Butts would have affected the time limit. It is understandable that members of the Council might not want to leave accusations unanswered. But it must be ensured that such interruptions by members do not take away from the time allotted any individual speaker. The Council has the prerogative to set its procedures, but one way of protecting the allotted time would be to reserve responses by members of the Council until after an individual's public comments or after the general period for public comments.

We hope that our explanation will assist your understanding of permissible action under to the Brown Act and expect that from this point forward you will fully respect the rights of any member of the public to lawfully address the Council. Please feel free to contact us if you have any questions.

Truly yours,

JACKIE LACEY
District Attorney

By 

BJORN DODD
Deputy District Attorney

cc: Cal Saunders

Enclosure 2

Documents Show How Inglewood Clippers Arena Deal Stayed Secret

March 15, 2018

Inglewood City Council | Lawrence K. Ho / Los Angeles Times via Getty Images

Inglewood city officials were secretly negotiating an agreement to build an arena for the Clippers basketball team for months before giving a carefully guarded notice to the public, according to newly released documents.

Now there is a request for the Los Angeles District Attorney's Office to investigate.

Residents learned about the project on June 15, 2017, at a special meeting of the city council. The documents suggest that backers of the arena may have purposely used a special meeting because it required just 24 hours public notice, while a regular meeting requires 72 hours notice. The meeting agenda didn't mention the arena or the Clippers, but gave an obscure name of a related company negotiating the deal.

A judge ordered the documents be made public earlier this month as part of ongoing litigation involving the city and a community group. The Inglewood Residents Against Taking and Eviction, or IRATE, is suing Inglewood, claiming the city did not follow the California Environmental Quality Act, or CEQA, before it approved the exclusive negotiating agreement to build the arena.

On Thursday, Doug Carstens, an environmental attorney representing IRATE sent a letter to the Los Angeles District Attorney Jackie Lacey asking her office to investigate the city for intentional Brown Act violations. The Brown Act is a state law guaranteeing the public's right to attend meetings held by local legislative bodies.

"These actions are exactly contrary to the government openness and transparency purposes of the Brown Act and the California Environmental Quality Act," said Carstens.

The state's oldest environmental law, CEQA, requires local and state agencies to do environmental reviews before approving certain projects. An environmental impact report evaluating the arena is currently underway, according to city officials. Should the project be approved, some local business owners and residents have voiced concern the city may use eminent domain to acquire property to develop the arena.

Carstens sought documents, including emails, related to the agreement. The city had argued the emails were protected by attorney-client privilege. Los Angeles Superior Court Judge Amy Hogue partially disagreed and ordered attorneys defending Inglewood to release over 200 pages of draft agreements and emails Monday.

In an April 2017 email from Royce Jones, an attorney for Inglewood, to Chris Hunter, the attorney negotiating for the project, Jones confirms a draft of the agreement was prepared based on discussions earlier in the month with Mayor James Butts and "certain other City and Clipper representatives."

IRATE contends that the documents show the secrecy was maintained illegally.

In a June 9 email, Hunter asked Jones if the agreement must be part of the city council's public agenda or could be downloaded "shortly before the meeting" because his client wanted to reach out to "various players." Jones responded that the agreement must be part of the agenda and "that is why we elected to just post 24 hours versus the normal 72 hours."

Hello Chris,

The document has to be posted with the agenda. That is why we elected to just post 24 hours versus the normal 72 hours.

Royce

Sent from my iPhone

June 9 email between lawyers for Inglewood and the Clippers.

Hunter added that the entity he is representing "will have a generic name so it won't identify the proposed project." Residents would see only that the meeting involved Murphy's Bowl LLC, an entity formed in January 2017 in Delaware. It has one member, Steven Ballmer, the owner of the Clippers, according to court records.

The Inglewood City Council's regular meetings are held on alternate Tuesdays, but there wasn't one on Tuesday, June 13. Instead, there was a special meeting on Thursday, which only required the agenda to be posted 24 hours in advance.

The timing is more than suspect, Carstens believes.

"Each of these actions individually and collectively shows an ongoing and illegal pattern of gaming the system, depriving the public of notice, and hiding the ball," said Carstens.

In the Mayor's newsletters, Butts acknowledged negotiations with the Clippers began in January 2017.

Butts and City Attorney Ken Campos did not respond to a request for comment.

The negotiations are characterized as "secret meetings" in a lawsuit filed March 5 by the Madison Square Garden Co., which owns the Forum. MSG is suing the city of Inglewood including Butts, the city council and the parking authority, claiming they violated a contractual agreement involving a 15-acre parking lot. Inglewood leased the lot to MSG for seven years starting in 2014 to use for overflow parking.

MSG says in the lawsuit that it invested $100 million into the Forum property based on agreements with the city, including the parking lot lease. The lawsuit also claims that in January 2017 the city pressured MSG to back out of the parking lease agreement and that the mayor claimed the city needed the land to create a "technology park."

Butts is at the center of what MSG calls a "fraudulent scheme" to let the Clippers use the land to build a facility that would compete with the Forum. The mayor told MSG officials use his personal email and not his official city account to communicate, according the complaint.

The Forum was acquired by MSG in 2012 and has been a venue for concerts and sporting events.

By early April MSG terminated the parking lease agreement. At the time, MSG did not know Inglewood officials were already well underway in drafting an agreement with the owners of the Clippers to sell them the parking lot in order to build an arena for the basketball team. MSG claims it would not have broken the lease had it known of the city's "true intentions." The company learned about the plan on June 14 when Butts broke the news in a telephone call to an MSG executive, the same day the public agenda was posted.

Enclosure 3

In Possible Brown Act Violation, Inglewood Called Special Meeting to Minimize Public Involvement – Warren Szewczyk

Letter Requesting Investigation of Inglewood Sent to LA County District Attorney

The City of Inglewood attempted to minimize transparency as they planned to ratify a negotiating agreement with representatives of the Los Angeles Clippers, freshly released emails reveal. The documents may even show evidence of criminal activity.

I've reported on the City's dubious effort to hide over 100 emails written while preparing an Exclusive Negotiating Agreement (ENA) between the City and Murphy's Bowl, a shell corporation possessed by Clippers owner Steve Ballmer. After a court order to release the contents of these emails, we now have an idea of why neither Inglewood nor Murphy's Bowl wanted them public.

"What are the city's requirements for when the ENA has to be posted," asks Chris Hunter, a lawyer representing Murphy's Bowl, just six days before a special City Council meeting to approve the ENA. "I understand The agenda has to go out 24 hours in advance but the question I was asked was whether the document must be part of the public agenda or can it be down loaded shortly before the hearing" (sic).

He goes on to say, "Our entity" – a reference to Murphy's Bowl – "will have a generic name so it won't identify the proposed project."

Royce Jones, a lawyer hired by the City, replies: "The document has to be posted with the agenda. That is why we elected to just post 24 hours versus the normal 72 hours."

From: Royce K. Jones
Sent: Friday, June 9, 2017 5:28 PM
To: Chris Hunter
Subject: Re: Question

Hello Chris,

The document has to be posted with the agenda. That is why we elected to just post 24 hours versus the normal 72 hours.

Royce

Sent from my iPhone

> On Jun 9, 2017, at 5:22 PM, Chris Hunter <chunter@rhhslaw.com> wrote:
>
> Hi Royce
>
> What are the city's requirements for when the ENA document has to be posted. I understand The agenda has to go out 24 hours in advance but the question that I was asked was whether the document must be part of the public agenda or if it can be down loaded shortly before the hearing. My client is trying to time it out reach to the various players. Our entity will have a generic name so it won't identify the proposed project
>
> Sent from my iPhone
>
> Chris Hunter
>

A June 9 email exchange between Chris Hunter, representing the Clippers, and Royce Jones, representing the City of Inglewood, that shows an attempt to minimize public involvement in the Clippers arena negotiation process.

Jones is referring to the City's decision to hold a special meeting, requiring 24 hours advanced notice, versus bringing the issue to a regular city council meeting, which would require 72 hours notice. In other words, Inglewood and the Clippers purposefully chose to hold a special meeting for no other reason than to reduce the amount of notice required.

This short exchange fits into a continued pattern of keeping the public at arms length with respect to the arena proposal. Nowhere in the communications between Mr. Hunter and Mr. Jones – which wouldn't even be public if not for a lawsuit and court order within that lawsuit – is there any suggestion of ensuring or soliciting public involvement.

According to Doug Carstens, a lawyer suing the City on behalf of an Inglewood community group, the conversation between Mr. Hunter and Mr. Jones proves the City breached a 1953 California transparency law known as the Brown Act.

In a March 15 letter to Jackie Lacey, the Los Angeles County District Attorney, Carstens requested the office investigate Brown Act violations.

"The violations of the Brown Act were so egregious it didn't seem like we could just let them go," he said in a phone interview. "It seemed like something the DA should be involved in."

> "One of the core principles of the Brown Act is that the public has a right to hear and discuss anything that a legislative body subject to the Brown Act is going to discuss ... If the goal here was to make sure the public didn't know what they were actually going to talk about ... that's contrary to the letter and the spirit of the Brown Act." – Dan Snyder, First Amendment Coalition

Among other provisions, the Brown Act requires city meeting agenda descriptions to "give the public a fair chance to participate ... by providing the public with more than mere clues from which they must then guess or surmise the essential nature of the business to be considered by a local agency." Carstens argues Inglewood willfully obfuscated the purpose of the June 15 2017 meeting to ensure as little public scrutiny as possible.

Dan Snyder, a lawyer with the First Amendment Coalition who has pursued many Brown Act suits, says there's a strong case to be made.

"The Brown Act is clear in that agenda items have to be described in a way that is both accurate and not misleading," he told me by phone. "The fact that this agenda item doesn't mention anything about the NBA, or an arena, or the Clippers, or any of the [items] that are actually at issue here makes it misleading."

It's not the first time Inglewood has come under scrutiny related to the Brown Act. In fact, the same DA who received Mr. Carstens allegations penned a 2013 letter to the Inglewood City Council informing the Council that Mayor Butts had violated the Brown Act by unlawfully removing members of the public from council meetings simply for disagreeing with the Mayor's opinions.

Despite a documented history of Brown Act violations by the Inglewood city government, Mr. Snyder believes it's unlikely the District Attorney's office will follow through with any significant action.

"I don't know of a single instance where a DA has brought charges based on the Brown Act," he said. "It is authorized under the law, but to my knowledge it's never happened."

Mr. Snyder said the letter to the DA may just be a form of "saber-rattling."

For his part, Mr. Carstens said he simply hopes the DA will provide "accountability" in whatever form they deem most appropriate.

Beyond criminal proceedings, Inglewood could be held accountable in civil court. But since a Brown Act suit must be brought within 90 days of the alleged violation, it seems to be too late for such a case.

Regardless, Mr. Snyder believes the letter is purposeful and important.

"It's good to bring to the public's attention Brown Act violations," he said. "Even after the window for civil litigation has passed that doesn't mean the window for criticizing the city government has passed."

EXHIBIT 2

LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE
BUREAU OF FRAUD AND CORRUPTION PROSECUTIONS
PUBLIC INTEGRITY DIVISION

JACKIE LACEY • District Attorney
JOSEPH P. ESPOSITO • Chief Deputy District Attorney
VICTORIA L. ADAMS • Assistant District Attorney

SCOTT K. GOODWIN • Director

May 17, 2019

The Honorable Members of the Inglewood City Council
City of Inglewood
1 Manchester Boulevard
Inglewood, California 90301

Re: Alleged Brown Act Violations by City of Inglewood, P18-0132

Dear Members of the City Council,

The Public Integrity Division received a complaint alleging that the Inglewood City Council violated the Ralph M. Brown Act (Brown Act) at a special meeting on June 15, 2017. After reviewing the agenda, we have concluded that the City Council did violate the Act by failing to provide a sufficient agenda description of Item 1, which involved an Exclusive Negotiating Agreement (ENA) between the City of Inglewood and Murphy's Bowl LLC.

The Brown Act, in Government Code section 54954.2(a)(1), requires that a local agency "post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting." That section further states, "A brief general description of an item generally need not exceed 20 words." Courts have held that although the description need not include every detail of a matter, it must be sufficient to give the public "fair notice of the essential nature of what an agency will consider," and not leave the public "to speculation." (*San Diegans for Open Government v. City of Oceanside* (2016) 4 Cal. App. 5th 637, 645; *San Joaquin Raptor Rescue Center et al. v. County of Merced et al.* (2013) 216 Cal. App. 4th 1167, 1178.)

The agenda for the special meeting listed Item 1, the only item for open session, as follows:

> <u>ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT</u>
> Staff report recommending approval of an Exclusive Negotiating Agreement (ENA) by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Successor Agency), the Inglewood Parking Authority (Authority), and Murphy's bowl LLC, a Delaware Limited Liability Company (Developer).
> <u>Recommendation:</u>
> 1) Approve Exclusive Negotiating Agreement.

Hall of Justice
211 West Temple Street, Suite 1000
Los Angeles, CA 90012
(213) 257-2475
Fax: (213) 633-0985

Notably omitted from the agenda description was any information of the location and scope of the contemplated development project. Per the report from the Economic and Community Development Department and the ENA itself, the undisclosed potential project involved construction of a professional basketball arena on parcels of real property owned by the city as well as private citizens and businesses. Under the ENA, the city was obligated "to use its best efforts to acquire the parcels of real property" owned by private parties by voluntary sale, or possibly by exercising eminent domain. Information of the location and scope of the potential project was only made available to the public in the Economic and Community Development Department's report to the mayor and city council, as well as in the ENA itself. Those two documents were presumably attached to the agenda electronically on the city's web site. However, the Brown Act requires that a sufficient description be listed on the agenda itself to give the public fair notice. The public does not bear the burden to inspect related documents to glean the essential nature of what the city council will consider. Therefore, the agenda description did not comply with the requirements of the Brown Act.

It should be noted that the deficiency of the agenda description appears to have been part of concerted efforts between representatives of the city and the Murphy's Bowl LLC to limit the notice given to the public. Evidence reveals that the matter was set for a special meeting rather than a regular meeting to reduce the time required to give public notice from 72 hours to 24 hours before the meeting. Furthermore, the generic name of Murphy's Bowl LLC was used intentionally to obfuscate the identity of the proposed project and those associated with it. Although these tactics were not violations per se of the Brown Act, they indicate concerted efforts to act contrary to the spirit of the Brown Act. Although the evidence is not sufficient to prove that any member of the city council participated in these efforts to obfuscate, the city council bears the ultimate responsibility to comply with the Brown Act.

Violations relating to the agenda description of an item of business could render action by the city council null and void. However, because the complaint was received after the time limits to remedy the violation, no action will be taken at this time. Nonetheless, we sincerely hope that this letter will assist the city council in ensuring that such violations will not recur in the future.

Very truly yours,

JACKIE LACEY
District Attorney

By

Bjorn Dodd
Deputy District Attorney

cc: Kenneth R. Campos, City Attorney

EXHIBIT 3

March 24, 2020

Mindy Wilcox, AICP, Planning Manager
City of Inglewood, Planning Division
One West Manchester Boulevard, 4th Floor
Inglewood, A 90301
Ibecproject@cityofinglewood.org

Re: Comments on the Draft Environmental Impact Report for the Inglewood Basketball and Entertainment Center (IBEC), SCH 2018021056

Dear Ms. Wilcox:

On behalf of the Natural Resources Defense Council and our members in Inglewood and throughout California, we submit the following comments on the Draft Environmental Impact Report (DEIR) prepared for the basketball arena project proposed by applicant Murphy's Bowl on behalf of the Clippers Basketball team (the "Project").

Introduction

As a preliminary matter, we note that the Project is materially different from that approved by CARB under AB 987. This is so because the projected GHG emissions for the Project are much higher and there is less in the way of mitigation proposed. In short, net operating GHG emissions increased by 63% comparing the DEIR to the AB 987, to 496,745 MTCO2e from 304,683 MTCO2e, while proposed mitigation measures are not as robust. Accordingly, the timing and other project proponent benefits of AB 987 should not apply to the Project.

In addition, the Project relies heavily on statements of overriding considerations to mask the 41 significant adverse environmental impacts that ostensibly cannot be mitigated to insignificance. This is ludicrous in connection with a project that has little or no social utility for the residents of Inglewood who will bear the brunt of these impacts – including more air pollution in an already heavily-polluted area – and who are not the target audience for expensive professional basketball tickets.

NATURAL RESOURCES DEFENSE COUNCIL

1314 2ND STREET | SANTA MONICA, CA | 90401 | T 310.434.2300 | F 310.434.2399 | NRDC.ORG

Inadequacies in the DEIR

A. Failure To Address Environmental Justice Impacts.

There is no analysis of environmental justice throughout entire DEIR, except for two passages claiming that no analysis is needed: DEIR p. 3.2-16: "As described above, in general CEQA does not require analysis of socioeconomic issues such as gentrification, displacement, environmental justice, or effects on "community character." And 3.14-56: "There are no applicable federal regulations that apply directly to the Proposed Project. However, federal regulations relating to the Americans with Disabilities Act, Title VI, and Environmental Justice relate to transit service."

This is incorrect because, among other things, there is a significant federal approval needed for the Project in the form of an FAA approval because of the Project's proximity to Los Angeles International Airport. Moreover, the California Attorney General has opined that local governments have a role under CEQA in furthering environmental justice; see https://oag.ca.gov/sites/all/files/agweb/pdfs/environment/ej_fact_sheet.pdf (accessed March 20, 2020). The remedy for this failure is recirculation of a DEIR that includes an environmental justice analysis.

B. *Use Of Improper GHG Baseline*

In its initial application under AB 987, the Project proponent attempted to increase the GHG CEQA baseline by assuming that the venues from which events would move to the Project would remain unused forever on the dates of the transferred events. After pushback from CARB and others, including NRDC, the Project proponent abandoned this irrational approach and conceded that the venues would be in use on those dates.

But the original theory has resurfaced in the DEIR. Having obtained the benefits of AB 987 by changing its initial (unjustified) position, the Project proponent should not now be allowed to revert to that position in order to raise the CEQA baseline and reduce its GHG mitigation requirement.

C. *Failure To Properly Analyze And Mitigate GHG And Air Quality Impacts*

The South Coast air basin is in extreme nonattainment for ozone, with a 2024 attainment deadline. Failure to meet the attainment deadline can lead to federal sanctions that will effectively shut down the local economy. The South Coast AQMD

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plan to reach ozone attainment relies on an enormous level of reductions in oxides of nitrogen (NOx), mostly from mobile sources such as cars and trucks. But the Project's projected emissions go in the opposite direction and the DEIR fails to require sufficient mitigation.

The DEIR admits this. For example,

> Impact 3.2-1: Construction and operation of the Proposed Project would conflict with implementation of the applicable air quality plan.
>
> Impact 3.2-2: Construction and operation of the Proposed Project would result in a cumulatively considerable net increase in NOx emissions during construction, and a cumulatively considerable net increase in VOC, NOx, CO, PM10, and PM2.5 during operation of the Proposed Project.
>
> Impact 3.2-5: Construction and operation of the Proposed Project, in conjunction with other cumulative development, would result in inconsistencies with implementation of applicable air quality plans.

In addition, the DEIR bases its calculations of criteria pollutants from motor vehicles on the EMFAC 2017 model developed and maintained by the California Air Resources Board (CARB). But EMFAC 2017 is now obsolete because the federal government has purported to rescind the EPA waiver for California's zero-emission vehicle program, and that program's effects are baked into EMFAC 2017. The result is that EMFAC will underreport emissions. That problem will be exacerbated when, as expected, NHTSA promulgates the so-called SAFE rule which will reduce the corporate average fuel emission (CAFE) standards in California and nationwide. This change, which is not reflected in EMFAC 2017, will make the projections in the DEIR substantially too low. This problem is true for transportation-related GHG emissions as well because the zero-emission waiver revocation and lower fleet mileage requirement will result in more GHGs from cars and trucks than the DEIR and EMFAC 2017 assume. Thus, the DEIR underreports projected criterial pollutant and GHG emissions, and that problem will get worse over time.

D. *Failure To Implement All Feasible Air Quality and GHG Mitigation*

Even if the DEIR air quality and GHG projections were accurate, which they are not, the mitigation measures in the DEIR are inadequate, especially given the number of ostensibly unmitigatable impacts.

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For example, the Project could and should require:

Shuttle buses should be zero-emission vehicles, starting on Day 1. ZE buses are available today from a number of vendors, including BYD in Los Angeles County.

The emergency generators should be electrically powered, and the Project should install more solar panels, and storage for solar power, to power them.

Aspirational mitigation measures and "incentives" to reduce emissions of NOx should be replaced with mandatory measures. The DEIR adopts Mitigation Measure 3.2-1(d), requiring the Project to provide "[i]ncentives for vendors and material delivery trucks to use ZE or NZE trucks during operation." (DEIR, p. 3.2-71.) Similarly, Mitigation Measure 3.2-(c)(3) only requires the Project to " shall strive to use zero-emission (ZE) or near-zero-emission (NZE) heavy-duty haul trucks during construction, such as trucks with natural gas engines that meet CARB's adopted optional NOX emissions standard of 0.02 g/bhphr." (DEIR, p. 3.2-88.) In contrast, Mitigation Measure 3.2-2(c) specifies that use of Tier 4 off-road diesel-powered equipment rated at 50 horsepower or greater "shall be included in applicable bid documents, and the successful contractor(s) shall be required to demonstrate the ability to supply compliant equipment prior to the commencement of any construction activities." (DEIR, p. 3.2-88.) There is no showing in the DEIR that making Measures 4.3-1(d) and 3.2(c)(3) is infeasible. Given the significant impact on the AQMP, either such a showing of infeasibility must be made and supported by substantial evidence, or the measures must be made mandatory.

Electric vehicle parking for the Project must be provided. The electric vehicle parking needs to conform with applicable building code requirements in place at the time of construction. Electric vehicle charging stations must be included in the project design to allow for charging capacity adequate to service all electric vehicles that can reasonably be expected to utilize this development.

Each building should include photovoltaic solar panels.

The Transportation Demand Management (TDM) program must be revised to quantify the criterial pollutant and GHG reductions expected from the TDM measures.

The GHG reduction plan also must be revised so as not to defer development of mitigation measures, and to quantify the measures selected.

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As it stands, the exact content of the GHG Reduction Plan cannot be known from reading the DEIR. Further, the DEIR states that the GHG reductions will Reduction Plan will be modified in a Verification procedure if there are shortfalls in GHG reductions, providing that the methodology for the modification "shall include a process for verifying the actual number and attendance of net new, market-shifted, and backfill events." (DEIR, p. 3.7-64.) That process is unacceptably vague and indeed the verification process may itself be subject to CEQA as a discretionary project.

Purchase and use of GHG offsets must meet CARB standards for cap and trade offsets. The DEIR's entire description of this potential mitigation measure is:

> Carbon offset credits. The project applicant may purchase carbon offset credits that meet the requirements of this paragraph. Carbon offset credits must be verified by an approved registry. An approved registry is an entity approved by CARB to act as an "offset project registry" to help administer parts of the Compliance Offset Program under CARB's Cap and Trade Regulation. Carbon offset credits shall be permanent, additional, quantifiable, and enforceable.

Having a CARB-approved registry is not the same thing as requiring CARB-approved offset credits, which are limited in scope and strictly regulated. The residents of Inglewood should not be subjected to a lesser standard.

Additional local, direct measures that should be required before offsets are used include the following:

1. Urban tree planting throughout Inglewood.
2. Mass transit extensions.
3. Subsidies for weatherization of homes throughout Inglewood.
4. Incentives for carpooling throughout Inglewood.
5. Incentives for purchase by the public of low emission vehicles.
6. Free or subsidized parking for electric vehicles throughout Inglewood.
7. Solar and wind power additions to Project and public buildings, with subsidies for additions to private buildings throughout Inglewood.
8. Subsidies for home and businesses for conversion from gas to electric throughout Inglewood.

9. Replacement of gas water heaters in homes throughout Inglewood.
10. Creation of affordable housing units throughout Inglewood.
11. Promotion of anti-displacement measures throughout Inglewood.

E. *Displacement Will Be Accelerated By The Project And Must Be Mitigated*

The economic activity and growth inducing impacts created by the Project will foreseeably result in displacement of current residents while rents increase and rental units are taken off the market to be put to alternative uses. However, the DEIR denies that indirect displacement will occur. (DEIR 3.12-16 to -17.)

California courts have acknowledged the human health impacts of proposed actions must be taken into account, *e.g. Bakersfield Citizens for Local Control v. City of Bakersfield* (2004) 124 Cal.App.4th 1184, 1219–1220; *see also* CEQA Guidelines § 15126.2 subd. (a) [EIR must identify "relevant specifics of ... health and safety problems caused by the physical changes."]). Human health impacts from displacement are real and are not merely speculation or social impacts. There have been numerous cases where health effects to people were inadequately analyzed. (*Communities for a Better Environment v. City of Richmond* (2010) 184 Cal.App.4th 70, 81, 89 [EIR inadequately addressed health risks of refinery upgrade to members of surrounding community]; *Bakersfield Citizens for Local Control, supra*, 124 Cal.App.4th at 1219–1220 [EIR was inadequate because it failed to discuss adverse health effects of increased air pollution]. Here, the DEIR needs to address the effects on the environment and human health reasonably forseeable as results of construction and operation of the Project.

Conclusion

The DEIR must be revised and recirculated to account for its many deficiencies.

Thank you for your consideration.

David Pettit
Senior Attorney
Natural Resources Defense Council
1314 2nd Street
Santa Monica, California 90401

EXHIBIT 4

CALIFORNIA LEGISLATURE

STATE CAPITOL
SACRAMENTO, CALIFORNIA
95814

June 28, 2019

Kate Gordon, Director
Governor's Office of Planning and Research
1400 Tenth Street
Sacramento, CA 95814

Mary D. Nichols, Chair
California Air Resources Board
1001 I Street
Sacramento, CA 95814

Director Gordon and Chair Nichols:

We write to convey concerns with the Inglewood Basketball and Entertainment Center (IBEC) application, submitted for certification pursuant to AB 987 (Kamlager-Dove), Chapter 961, Statutes of 2018.

AB 987 was the product of more than a year of intensive legislative deliberations. Following the failure of a predecessor bill in 2017, we participated in negotiations and hearings where testimony was taken, commitments were made, and amendments were adopted. We supported the final version of AB 987 specifically because it raised the bar compared to existing requirements of AB 900 and the California Environmental Quality Act (CEQA) generally. In particular, AB 987 requires the applicant to achieve more stringent and specific standards for mitigation of traffic and greenhouse gas (GHG) emissions.

We have reviewed the IBEC application and are disappointed to find that it meets neither the letter nor the spirit of AB 987. The application claims to meet AB 987's standards, but falls short in several significant respects. The result is a project that may not even meet minimum standards for mitigation under CEQA, much less represent an "environmental leadership" project meeting extraordinary standards that justify expedited judicial review.

Specifically, the applicant's GHG analysis greatly overestimates baseline emissions in order to reduce the project's net GHG emissions. By making novel and unsubstantiated assumptions about the project drawing events away from existing venues, the application contrives net emissions for construction and 30 years' operation of 156,643-158,631 tons. This estimate stands in sharp contrast to the estimated net emissions of 595,000 tons offered by the applicant's consultants when the GHG conditions were negotiated last August. The approach used in the application stands the argument the applicant used last year against GHG neutrality requirements – that Inglewood is transit starved compared to Staples Center – on its head.

To mitigate this artificially low estimate of net GHG emissions, the applicant proposes the Transportation Demand Management (TDM) program/targets (47-48% of total) and 50% of the reductions attributable to the LEED Gold certification (2.5% of total), both required by the bill. They claim this gets to 49.5-50.1% of required reductions, conveniently achieving AB 987's local GHG mitigation floor of 50%. By lowballing net GHG emissions, the applicant circumvents the need to make any of the local GHG mitigation investments, and associated community benefits, touted when the bill was before the Legislature.

To achieve zero net GHG on paper, the application projects the balance of emission reductions (47-48% of total) from unspecified offset projects and potential GHG co-benefits attributed to the required $30 million clean air investment. Though AB 987 requires offsets to be local if feasible, and limited to projects in the United States in any case, the application includes no details on how these requirements will be met.

Because nearly half of the GHG reduction obligation is attributed to the TDM program, it is all the more important that the measures in the TDM program are real commitments that will reduce the millions of new vehicle trips generated by the project. However, the TDM program consists of a vague array of unenforceable goals, not real commitments to invest in traffic reduction.

If the project proceeds as proposed, the result will be more local traffic and air pollution in Inglewood and surrounding communities in the Los Angeles region, and none of the local investment to reduce GHG emissions that AB 987 would require based on a realistic accounting of the project's net emissions. This will shortchange the very communities the project purports to benefit.

Certification of a substandard project also would be unfair to other applicants and may set a precedent which undermines meaningful GHG mitigation and long-term climate goals.

Just as we supported AB 987, we are prepared to support a project that meets its requirements. Unfortunately, in its current form, the IBEC application is not that project.

The application should not be certified as submitted. We ask you to direct the applicant to withdraw the application, so that it may be revised, resubmitted, and promptly reviewed.

Sincerely,

Assemblymember Al Muratsuchi, 66th District

Assemblymember Laura Friedman, 43rd District

Assemblymember Cristina Garcia, 58th District

Assemblymember Kevin McCarty, 7th District

EXHIBIT 5

https://www.dailybreeze.com/2020/03/24/clippers-will-buy-the-forum-for-400-million-so-they-can-build-a-new-arena-in-inglewood/

Clippers will buy The Forum for $400 million so they can build a $1.2 billion arena in Inglewood

Legal battles between Madison Square Garden Co. and the NBA team threatened to derail the $1.2 billion project

The Forum on Wednesday, October 16, 2019 in Inglewood, California. (Photo by Keith Birmingham, Pasadena Star-News/SCNG)

By Jason Henry | jhenry@scng.com and Mirjam Swanson | mswanson@scng.com | Pasadena Star News
PUBLISHED: March 24, 2020 at 4:58 p.m. | UPDATED: March 24, 2020 at 6:38 p.m.

The owners of the Los Angeles Clippers will buy The Forum concert venue in Inglewood for $400 million as part of a settlement agreement with Madison Square Garden Co..

The agreement ends years of legal battles that threatened the feasibility of a proposed $1.2 billion Clippers arena in the city that soon will be home to an adjacent $5 billion NFL stadium for the Los Angeles Rams and Chargers. That 18,000-seat arena just south of the new NFL stadium will still move forward.

https://www.dailybreeze.com/2020/03/24/clippers-will-buy-the-forum-for-400-million-so-they-can-build-a-new-arena-in-inglewood/

Under the newly formed CAPSS LLC, the Clippers' owners will continue to operate the historic Forum — the former home of the Los Angeles Lakers and Kings — as a music venue and has offered to hire all of current employees, according to a press release Tuesday.

"This is an unprecedented time, but we believe in our collective future," said Steve Ballmer, the chairman of the L.A. Clippers. "We are committed to our investment in the City of Inglewood, which will be good for the community, The Clippers, and our fans."

Ballmer and the Clippers previously offered to spend an additional $100 million on a community benefit package, including $75 million to support affordable housing. The exact terms of the package are still under negotiation.

Traffic concerns

The new ownership of the Forum will alleviate potential traffic congestion in the corridor by allowing the two venues to coordinate programming, according to the Clippers.

"We know traffic is something that many Inglewood residents worry about. While we have gone to great lengths to provide an unprecedented traffic-management plan for the new basketball arena, this acquisition provides a much greater ability to coordinate and avoid scheduling events at the same time at both venues," said Chris Meany, a principal of Wilson Meany, the developer overseeing the new basketball arena project.

An environmental impact report released in December estimated a simultaneous concert at The Forum and a basketball game at the arena could impact 61 intersections and eight freeway segments. The arena is expected to contribute to a "significant and unavoidable" increase in traffic, noise and pollutants, according to the report.

Millions spent on lawsuits

Madison Square Garden Co., which bought The Forum for $23.5 million in 2012 and invested $100 million in renovations, has waged an all-out war to try to stop the Clippers from coming to the city. MSG sued Inglewood and its mayor, James T. Butts Jr., in 2018, alleging he tricked the company's executives into giving up their rights to the land needed for the proposed arena.

The Forum's owners claimed their fight was not about stopping the competition and instead was an attempt to protect Inglewood residents from a project that would "inflict severe traffic congestion, pollution and many other harms" on the city.

Both sides spent millions on the war, with the two parties heavily lobbying state and local officials for support. MSG's opposition stalled efforts to fast-track the arena by nearly a year.

As part of the settlement agreement, MSG will drop its lawsuit against the city and others challenging the environmental review of the project at the corner of Century Boulevard and Prairie Avenue, just across the street from SoFi Stadium.

"This is the best resolution for all parties involved and we wish the new owners every success," the company said in a statement.

With MSG out of the way, the Clippers will have eliminated the last of the arena's roadblocks.

Smiling mayor signs settlement

The Inglewood City Council approved the settlement at its meeting Tuesday. Butts, smiling ear to ear, paused the agenda so he could sign the document immediately. A copy of the agreement was not available Tuesday.

"The city of Inglewood is overjoyed to welcome Steve Ballmer as the new owner and operator of the Fabulous Forum," Butts said in a statement Tuesday. "He's a true community partner."

The purchase is expected to close during the second quarter of 2020, according to the Clippers. The team, which currently plays at Staples Center, wants the arena ready by the 2024 season.

EXHIBIT 6

Veronica T. <vt03398@gmail.com>

Inquiry for March 24, 2020 City Council Hearing
2 messages

Veronica T. <vt03398@gmail.com> Thu, Apr 9, 2020 at 5:46 PM
To: yhorton@cityofinglewood.org

Dear City Clerk:

I have tried to find on the City's websites and in the City Council agenda for March 24, 2020 the settlement agreement that Mayor Butts was going to sign, and did sign, at the streamed March 24 Council Meeting, but I could not. I also searched on the web and City's online archives, but I could not find it.

Earlier this week, on April 7, 2020, I contacted your office to ask about where the settlement agreement is posted. The staff member walked me through locating the posted March 24, 2020 agenda and said that a link to a .PDF should be included. She said it should be located under agenda item A-2, but then she saw that it wasn't. I then called yesterday, and spoke to Jacqueline. She also checked, confirmed it isn't linked in the agenda, and told me she would try to find it and contact me. I gave her my phone number, but I haven't heard back from your office yet.

Please email me the settlement agreement. Also, please put it online so others can see it too.

I look forward to hearing from you.

Thank you.

Sincerely,
Veronica

Veronica T. <vt03398@gmail.com> Tue, Apr 14, 2020 at 12:12 PM
To: yhorton@cityofinglewood.org

Dear City Clerk:

I'm following up on my below e-mail to you on April 9. I haven't yet received a response, or even an acknowledgment.

Please email me the settlement agreement Mayor Butts signed during the March 24, 2020 City Council hearing. Also, please put it online so others can see it too.

I look forward to hearing from you. Please confirm receipt of this e-mail.

Thank you.

Sincerely,
Veronica

EXHIBIT 7

INGLEWOOD, CALIFORNIA

Tuesday, March 24, 2020
2:00 P.M.

Web Sites:
www.cityofinglewood.org
www.cityofinglewood.org/253/Successor-Agency
www.cityofinglewood.org/688/Housing-Authority
www.cityofinglewood.org/654/Finance-Authority
www.cityofinglewood.org/839/Parking-Authority

*******NOTE FROM THE CITY: In an effort to take precautionary measures against the communal spread of the Novel Corona Virus (COVID-19), the general public is encouraged to stay home a view the City Council meeting on Facebook (City of Inglewood Government), or on Channel 35 (Spectrum Cable). For the general public who chooses to come to City Hall for the City Council Meeting, enter through the doors on the South Lawn and commune in Community Room A on the first floor of City Hall.**

AGENDA
CITY COUNCIL / INGLEWOOD SUCCESSOR AGENCY/ INGLEWOOD HOUSING AUTHORITY / INGLEWOOD PARKING AUTHORITY/ JOINT POWERS AUTHORITY

MAYOR/CHAIRMAN
James T. Butts, Jr.
COUNCIL/AGENCY/AUTHORITY MEMBERS
George W. Dotson, District No. 1
Alex Padilla, District No. 2
Eloy Morales, Jr., District No. 3
Ralph L. Franklin, District No. 4

CITY CLERK/SECRETARY
Yvonne Horton
CITY TREASURER/TREASURER
Wanda M. Brown
CITY MANAGER/EXECUTIVE DIRECTOR
Artie Fields
CITY ATTORNEY/GENERAL COUNSEL
Kenneth R. Campos

CLOSED SESSION ITEMS – 1:00 P.M.

ROLL CALL

PUBLIC COMMENTS REGARDING THE CLOSED SESSION ITEM ONLY

Persons wishing to address the City Council/Successor Agency/Parking Authority on the closed session item may do so at this time.

CS-1, CSA-5 & P-2.

Closed session – Confidential – Attorney/Client Privileged; Conference with Legal Counsel regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1); Name of Cases: MSG Forum, LLC v. City of Inglewood, et al.; Case No. YC072715; and MSG Forum, LLC v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.; Case No. BS174710.

CS-2, CSA-6, & P-3.

Closed session – Confidential – Attorney/Client Privileged; Conference with Legal Counsel regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1); Name of Cases: Inglewood Residents Against Takings and Evictions v. City of Inglewood, et al.; Case No. B296760; and Inglewood Residents Against Takings and Evictions v. City of Inglewood as Successor Agency to the

Former Inglewood Redevelopment Agency, et al.; Case No. BS174709.

OPENING CEREMONIES – 2:00 P.M.

Call to Order

Pledge of Allegiance

Roll Call

PUBLIC COMMENTS REGARDING AGENDA ITEMS

Persons wishing to address the Inglewood City Council/Successor Agency/Housing Authority/Parking Authority/Joint Powers Authority on any item on today's agendas, may do so at this time.

WARRANTS AND BILLS (City Council/Successor Agency/Housing Authority)

1. CSA-1 & H-1.

Warrant Registers.

Documents:

1. CSA-1, H-1.PDF

CONSENT CALENDAR

These items will be acted upon as a whole unless called upon by a Council Member.

2. CITY ATTORNEY'S OFFICE

Letters from the Office of the City Attorney recommending the following:

A. Reject the following claims filed pursuant to Government Code Section 913:

1) Diego Ascencio for alleged property damage on February 3, 2020.

2) Ricardo Guizar for alleged property damage on December 29, 2019.

3) Hartford Group aso/Winifred Ross for alleged property damage on December 7, 2019.

4) Long Beach Affordable for alleged property damage on January 1, 2020.

5) Adesuwa Tinsley for alleged property damage on January 4, 2020.

B. Reject the following Insufficient Claim in accordance with Government Code Section 913.

1) John B. Casio for alleged towing on an unknown date.

C. Deny the Application for Leave to Present the following claim pursuant to Government Code Section 911.6:

1) Salvador Montalvo for alleged property damage from 2018-October 8, 2019.

3. CITY CLERK'S OFFICE

Approval of the Minutes of the Council Meeting held on March 10, 2020.

Documents:

3.PDF

4. ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Staff report recommending adoption of a resolution approving Vesting Tentative Tract Map No. 82105 for the development of a 20-unit small lot subdivision.

Documents:

4.PDF

5. ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Staff report recommending approval of an Advance Funds Agreement with ARYA Premiere Collections, LLC, to cover the cost of environmental review services required for Phase I of the CEQA documents associated with a proposed 14-story hotel development at 3820 West 102nd Street.

Documents:

5.PDF

6. FINANCE DEPARTMENT

Staff report recommending approval of a five-year lease agreement with the Assembly Committee on Rules, California State Assembly (State), authorizing Assemblywoman Autumn Burke (62nd Assembly District) to occupy 1,706 square feet of office space on the 6th floor of Inglewood City Hall (Suite 601).

Documents:

6.PDF

7. PARKS, RECREATION & COMMUNITY SERVICES DEPARTMENT

Staff report recommending approval of a two-year Agreement (with the option to extend an additional year), with Administrative Services Corporation, Inc. dba Yellow Cab and United Independent Taxi Drivers Incorporated (United Independent Taxi of South-West, Inc.) to provide subsidized taxicab services for elderly and disabled persons through March 17, 2022. (Grant Funds)

Documents:

7.PDF

8. POLICE DEPARTMENT

Staff report recommending approval of an agreement with Motorola Solutions, Inc., to purchase radio equipment for use at SoFi Stadium. (Asset Forfeiture Fund)

Documents:

8.PDF

9. POLICE DEPARTMENT

Staff report recommending approval of Amendment No. 2 to Agreement No. 19-002 with Dictation Sales and Service dba Equature, extending the term through September 30, 2024, for the purchase additional voice recorder equipment, software, and support services. (Asset Forfeiture and General Funds)

Documents:

9.PDF

10. POLICE DEPARTMENT PUBLIC WORKS DEPARTMENT

Staff report recommending authorization be given to acquire six (6) utility task vehicles from Polaris Sales, Inc. (General Fund)

Documents:

10.PDF

11. ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

Staff report recommending approval of an Advance Funds Agreement with Prairie Station LLC in the amount of $59,841 to cover the cost of environmental services associated with a 392 unit residential development at Prairie Avenue x 113th Street

Documents:

11.PDF

DEPARTMENTAL REPORTS

DR-1, CSA-4, H-4, & P-1. CITY ATTORNEY/GENERAL COUNSEL'S OFFICE

Staff report recommending approval of Amendment No. 1 to Agreement No. 20-020 with Kane, Ballmer & Berkman to provide legal services on behalf of the City, Successor Agency, Housing Authority and Parking Authority. (General Fund)

Documents:

DR-1, CSA-4, H-4, P-1.PDF

COUNCIL INITIATIVE

CI. MAYORAL

Initiative by Mayor James T. Butts Jr., recommending the adoption of Executive Order No. 20-01 to declare the following:

1. The Local Emergency is extended and remains in effect to the maximum extent authorized by state law;
2. Any order promulgated by the Mayor to provide for the protection of life and property, pursuant to Government Code section 8634, shall be ratified by the City Council at the earliest practicable time;
3. No landlord shall evict a residential or commercial tenant in the City of Inglewood during this local emergency who's financial hardship is directly linked to the COVID-19 pandemic (as outlined in the proclamation);
4. The passage of this Executive Order does not relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due; and

Tenants have six months from the termination of the local emergency by the City of termination of the State emergency (whichever is later) to pay back the rent owed.

Documents:

CI-1.PDF

REPORTS – CITY ATTORNEY And/Or GENERAL COUNSEL

A-1, Report on Closed Session Items.

CSA-7

&

P-4.

A-2. **CITY ATTORNEY/GENERAL COUNSEL'S OFFICE**

Consideration of and possible action on one or more agreements with MSG Forum, LLC; Inglewood Residents Against Taking and Evictions; Murphy's Boal LLC; and, other entities and individuals in furtherance of a potential settlement of claims arising from the proposed development of, and CEQA review for, the Inglewood Basketball and Entertainment Center Project, as well as obligations of the landowner of the Forum*

Recommendation:

- Consider and Act on the following agreements:

1) Release and Substitution of Guarantor Under Development Agreement by and among MSG Forum, LLC, MSGN HOLDINGS, L.P., POLPAT LLC, and the City of Inglewood; and
2) Tri-Party Agreement by and among MSG Forum, LLC, MSG Sports & Entertainment, LLC, Murphy's Bowl LLC, and the City of Inglewood.

A-3. Oral reports – City Attorney/General Counsel.

REPORTS – CITY MANAGER

CM-1. Oral reports – City Manager.

REPORTS – CITY CLERK

CC-1. Oral reports – City Clerk.

REPORTS – CITY TREASURER

CT-1. CITY TREASURER

Monthly Treasurer's Report for the Month ending December 31, 2019.

Documents:

CT-1.PDF

CT-2.

Oral reports – City Treasurer.

INGLEWOOD SUCCESSOR AGENCY

CLOSED SESSION ITEM – 1:00 P.M.

ROLL CALL

PUBLIC COMMENTS REGARDING THE CLOSED SESSION ITEM ONLY

Persons wishing to address the Successor Agency on the closed session item may do so at this time.

CS-1, CSA-5 & P-2.

Closed session – Confidential – Attorney/Client Privileged; Conference with Legal Counsel regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1); Name of Cases: MSG Forum, LLC v. City of Inglewood, et al.; Case No. YC072715; and MSG Forum, LLC v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.; Case No. BS174710.

CS-2, CSA-6, & P-3.

Closed session – Confidential – Attorney/Client Privileged; Conference with Legal Counsel regarding

Existing Litigation Pursuant to Government Code Section 54956.9(d)(1); Name of Cases: Inglewood Residents Against Takings and Evictions v. City of Inglewood, et al.; Case No. B296760; and Inglewood Residents Against Takings and Evictions v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.; Case No. BS174709.

Call To Order

1. CSA-1 & H-1.

Warrant Registers.

Documents:

1, CSA-1, H-1.PDF

CSA-2. SUCCESSOR AGENCY SECRETARY

Approval of the Minutes for the Successor Agency Meeting held on March 10, 2020.

Documents:

CSA-2.PDF

CSA-3. SUCCESSOR AGENCY TREASURER

Monthly Treasurer's Report for the Month ending December 31, 2019.

Documents:

CSA-3.PDF

DEPARTMENTAL REPORTS

CSA-4, DR-1, H-4, & P-1. CITY ATTORNEY/GENERAL COUNSEL'S OFFICE

Staff report recommending approval of Amendment No. 1 to Agreement No. 20-020 with Kane, Ballmer & Berkman to provide legal services on behalf of the City, Successor Agency, Housing Authority and Parking Authority. (General Fund)

Documents:

DR-1, CSA-4, H-4, P-1.PDF

REPORTS – CITY ATTORNEY And/Or GENERAL COUNSEL

A-1, Report on Closed Session Items.

CSA-7

&

P-4.

ADJOURNMENT INGLEWOOD SUCCESSOR AGENCY

INGLEWOOD HOUSING AUTHORITY

1. CSA-1 & H-1.

Warrant Registers.

Documents:

1, CSA-1, H-1.PDF

H-2. HOUSING AUTHORITY SECRETARY

Approval of the Minutes for the Housing Authority Meeting held on March 10, 2020.

Documents:

H-2.PDF

H-3. HOUSING AUTHORITY TREASURER

Monthly Treasurer's Report for the Month ending December 31, 2019.

Documents:

H-3.PDF

DEPARTMENTAL REPORTS

H-4, DR-1, CSA-4, & P-1. CITY ATTORNEY/GENERAL COUNSEL'S OFFICE

Staff report recommending approval of Amendment No. 1 to Agreement No. 20-020 with Kane, Ballmer & Berkman to provide legal services on behalf of the City, Successor Agency, Housing Authority and Parking Authority. (General Fund)

Documents:

DR-1, CSA-4, H-4, P-1.PDF

ADJOURNMENT INGLEWOOD HOUSING AUTHORITY

INGLEWOOD PARKING AUTHORITY

CLOSED SESSION ITEM – 1:00 P.M.

ROLL CALL

PUBLIC COMMENTS REGARDING THE CLOSED SESSION ITEM ONLY

Persons wishing to address the Parking Authority on the closed session item may do so at this time.

CS-1, CSA-5 & P-2.

Closed session – Confidential – Attorney/Client Privileged; Conference with Legal Counsel regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1); Name of Cases: MSG Forum, LLC v. City of Inglewood, et al.; Case No. YC072715; and MSG Forum, LLC v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.; Case No. BS174710.

CS-2, CSA-6, & P-3.

Closed session – Confidential – Attorney/Client Privileged; Conference with Legal Counsel regarding Existing Litigation Pursuant to Government Code Section 54956.9(d)(1); Name of Cases: Inglewood Residents Against Takings and Evictions v. City of Inglewood, et al.; Case No. B296760; and Inglewood Residents Against Takings and Evictions v. City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, et al.; Case No. BS174709.

Call To Order

DEPARTMENTAL REPORTS

P-1, CSA-4, DR-1, & H-4. CITY ATTORNEY/GENERAL COUNSEL'S OFFICE

Staff report recommending approval of Amendment No. 1 to Agreement No. 20-020 with Kane, Ballmer & Berkman to provide legal services on behalf of the City, Successor Agency, Housing Authority and Parking Authority. (General Fund)

Documents:

DR-1, CSA-4, H-4, P-1.PDF

REPORTS – CITY ATTORNEY And/Or GENERAL COUNSEL

A-1, Report on Closed Session Items.

CSA-7

&

P-4.

ADJOURNMENT INGLEWOOD PARKING AUTHORITY

INGLEWOOD JOINT POWERS AUTHORITY

JPA-1. JOINT POWERS AUTHORITY TREASURER

Monthly Treasurer's Report for the Month ending December 31, 2019.

Documents:

JPA-1.PDF

ADJOURNMENT INGLEWOOD JOINT POWERS AUTHORITY

APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

PUBLIC COMMENTS REGARDING OTHER MATTERS

Persons wishing to address the City Council on any matter connected with City business not elsewhere considered on the agenda may do so at this time. Persons with complaints regarding City management or departmental operations are requested to submit those complaints first to the City Manager for resolution.

MAYOR AND COUNCIL REMARKS

The members of the City Council will provide oral reports, including reports on City related travels where lodging expenses are incurred, and/or address any matters they deem of general interest to the public.

ADJOURNMENT CITY COUNCIL

In the event that today's meeting of the City Council is not held, or is concluded prior to a public hearing or other agenda item being considered, the public hearing or non-public hearing agenda item will automatically be continued to the next regularly scheduled City Council meeting. If you will require special accommodations, due to a disability, please contact the Office of the City Clerk at (310) 412-5280 or FAX (310) 412-5533, One Manchester Boulevard, First Floor, Inglewood City Hall, Inglewood, CA 90301. All requests for special accommodations must be received 72 hours prior to the day of the Council Meetings.